

BREWER WATER POLLUTION CONTROL  
FACILITY CONTRACT

Between

CITY OF BREWER

and

COUNCIL NO. 93, A.F.S.C.M.E., LOCAL UNION  
NO. 926

JULY 1, 2024 – JUNE 30, 2027

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This Agreement, as amended, entered into this 1<sup>st</sup> Day of July 2024, by and between the City of Brewer, hereinafter referred to as the "City," and Council No. 93, A.F.S.C.M.E., County and Municipal Employees in the State of Maine affiliated with the Maine AFL-CIO, hereinafter referred to as the "Union," wherein both parties agree as follows:

## **ARTICLE 1**

### **Preamble**

The purpose of this Agreement is to promote orderly and peaceful relationships between the City and the members of the bargaining unit and to set forth their agreement covering rates of pay, hours of work and conditions of employment. The parties agree that at the foundation of this Agreement is the City's commitment to provide efficient, competent, and professional operations of the City's Water Pollution Control Facility to serve the residential, business and manufacturing needs of the City of Brewer.

## **ARTICLE 2**

### **Recognition**

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining pursuant to the provisions of the Municipal Public Employees Labor Relations Act (26 M.R.S.A. § 961 et seq., as amended) with respect to wages, hours, working conditions and contract grievance arbitration for all full-time Operator II, Operator II (nights), Operator II (days), Operator Laborers, and Mechanics employed by the City of Brewer at its Water Pollution Control Facility on Oak Street in Brewer, Maine, but excluding the Superintendent of the Facility, Maintenance Supervisor, and all other supervisors and employees of the City of Brewer.

## **ARTICLE 3**

### **Union Security**

Section 1. All employees shall have the right to join or refrain from joining the Union. No employee shall be favored or discriminated against either by the City or by the Union because of membership or non-membership in the Union. The Union agrees to fulfill its duties to represent all employees in the bargaining unit and to handle grievances for all employees in the bargaining unit, not merely for its members. The City acknowledges the right of the Union to require from those non-members payment equal to the amount spent representing those same non-members in individual grievance matters or other contract issues, including claims. The costs shall include, but not be limited to, reasonable fees for employee representative services and expenses, attorneys' fees and expenses, arbitrators' fees, and expenses, plus such other charges as the Union may rightfully charge for the services rendered.

Section 2. The Employer agrees to deduct the Union's weekly membership dues and benefit premiums from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by Council #93, and the aggregate deductions of all employees shall be submitted together with lists of employees having deductions made and the total amounts deducted for each of those employees after such deductions are made. The amount deducted for union dues and the amount deducted for benefit premiums shall be submitted by two (2) checks along with separate lists for dues and for benefits showing the amount deducted for each employee. An individual employee shall have the right to revoke his authorization for the deductions provided for in this Article upon ninety (90) days advanced written notice to the City. The City shall remit monthly to the Union the total amount withheld.

Section 3. The Union agrees to indemnify and save the City harmless from any and all claims arising out of any instance in which the City, in reliance on any assignment, authorization, or certificate which shall have been furnished to it under the provisions of this Article has withheld funds.

## **ARTICLE 4**

### **Management Rights**

Unless otherwise specifically abridged, modified, delegated, or provided for by the provisions of this Agreement, all of the functions and rights of management are reserved to the City, and the City shall continue to have the exclusive right to take any action it deems appropriate in the operation of the Water Pollution Control Facility and direction of the work force in accordance with its judgment. Such rights shall include and shall not be limited to the operation and management of the Water Pollution Control Facility; direction of the working forces; the right to hire, to discharge, to change assignments, to promote, to suspend; to reduce or expand the working forces; to transfer; to maintain discipline; to establish work schedules; to introduce new, improved or changed methods or facilities; to contract or subcontract any work; to establish change, combine or eliminate jobs or positions; to discipline for just cause;

and to prescribe plant rules. The City's not exercising any function hereby reserved to it, or its exercising of such functions in a particular way, shall not be deemed a waiver of its right to exercise such function or preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Supervisors and Managers may continue, as they have in the past, to perform work that is also performed by bargaining unit employees. This includes performing work to assist employees when needed and to perform work on an emergency basis or when employees are not readily available for a call-in or to fill a shift vacancy.

## **ARTICLE 5**

### **Strikes and Slowdowns Prohibited**

The Union agrees that during the term of this Agreement neither it nor its officers or members will engage in, encourage, sanction, support or suggest any (1) strike, (2) slowdown, (3) mass absenteeism, (4) mass resignation, (5) picketing of the Water Pollution Control Facility or any other City facility or site, (except at City Hall) or (6) any other action which would involve suspension of, or interference with, the normal work of the Water Pollution Control Facility or other City departments.

In the event that Union members participate in such activities in violation of this Article, the Union shall notify those members so engaged to cease and desist from such activities and, where applicable, shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be discharged by the City.

In consideration of the no-strike pledge by the Union and employees, the City shall not lock out employees for the duration of this Agreement. Neither the violation of any provision of this Agreement nor the commission of any act constituting a prohibited labor practice or otherwise made unlawful by any federal, state, or local law shall excuse employees, the Union, or the City from their obligations under the provisions of this Article. Alleged violation of any provision of this Article is appealable immediately by either party to the Superior Court within and for the County of Penobscot and State of Maine for the purpose of securing specific performance of the provisions of this Article.

## **ARTICLE 6**

### **Time Off While Performing Union Duties**

An employee covered by this Agreement, who is the Steward of the Union, shall be allowed time off with pay for official Union business with representatives of management upon appointment, if there is sufficient manpower available to cause no interference with departmental operations. The Steward shall be allowed time off with

pay during his regular work or shift hours to investigate grievances or to attend grievance hearings, but in no case shall such time exceed a total of two (2) hours per week for not more than one (1) representative. When the Steward is out of town or otherwise unable to perform his duties as Steward, the Alternate Steward may act in his place. The Union will provide the City with the name of the Steward and the Alternate and is responsible for advising the City of any changes in this regard.

No time off or leave of absence shall be permitted under this Article unless the Superintendent of the Plant determines there is sufficient manpower available for normal departmental operations.

It is understood and agreed that all employees have productive work to perform and will not leave their jobs during working hours to attend Union matters, except as provided above.

## **ARTICLE 7**

### **Seniority**

Section 1. The City shall establish a seniority list for this bargaining unit, with the employee with the greatest seniority (years of service) listed first. Said list shall be subject to amendment only when employees leave the service or when probationary employees are accorded regular status.

In addition thereto said list, as amended, shall be brought up to date on January 2<sup>nd</sup> of each year. Any objections to the seniority list as posted must be reported to the City Manager, or his designee, within ten (10) days from the date posted or it shall stand as accepted, whereupon it shall take full force and effect.

Seniority, for the purposes of this Amendment, shall be interpreted to mean length of continuous service within unit only from the date of last hire and shall be a factor in all matters affecting promotions, if employees are otherwise substantially equally qualified and shall be a major factor in all matters affecting layoff, recall and vacation preference.

Section 2. In the event of layoff, a regular employee shall retain his/her seniority rights to recall for a period of twenty-four (24) months after the date of layoff.

Section 3. When extra work assignments are necessary, the City will make every reasonable effort to distribute the extra work equally among the regular employees. The City will keep records of overtime assignments worked and/or refused.

Section 4. Job Posting and Bidding - When vacancies occur within the bargaining unit, the position opening will be posted. Where ability and qualifications are equal, seniority shall be given consideration.

## ARTICLE 8

### Rates of Pay, Work Week and Overtime

Section 1. Schedules - The City shall determine the schedules to be worked by employees. A two (2) week notice shall be posted prior to any change in schedule provided the City has had notice of all the requests and events which are to occur during any schedule. It is understood that employee absences or any unforeseen circumstances may result in schedule changes upon shorter notice. When the City schedules in twelve hour shifts, the City will not reduce the total hours worked by employees in a work week below the present level of 36 and 40 hours.

At the request of an employee, the City will meet with the employee to review the year's work schedule to assist the employees in planning their vacation and other time off. On or about the last of each month, the City shall post a schedule for the next three months.

#### Section 2. Overtime

- a) Overtime Premium - Employees covered by this Agreement will be paid at the rate of one and one-half (1½) times the employee's regular rate of pay for all hours actually worked in excess of forty (40) hours in any regularly scheduled forty (40) hour work week, or in excess of thirty-six (36) hours in any regularly scheduled thirty-six (36) hour work week. For purposes of computing overtime, paid vacation and paid sick leave and hours spent in training or required licensing/educational seminars shall be considered hours worked. Provided that beginning July 2, 2007, an employee who has worked all of the required weekly schedule or who has all of the weekly scheduled hours accounted for by work and/or paid vacation or paid sick leave or hours spent in training or required licensing/educational seminary shall be paid the hours actually worked on Sunday 2 AM and Monday 2AM at the rate of one and one half (1 ½) times the employee's regular rate of pay.
- b) Compensatory Time - An employee may elect to be compensated for overtime by the accumulation of compensatory time. Unless compensatory time is specifically designated by an employee, all overtime shall be paid in accordance with payroll practices. The maximum amount of compensatory time which may be accumulated shall be 120 hours (i.e., not more than 80 actual overtime hours worked). An employee who has accrued 120 hours of compensatory time shall thereafter be paid overtime compensation for any additional overtime hours worked. An employee shall be permitted to use accrued compensatory time within a reasonable period after it is requested if such time off would not unduly disrupt the operations of the Department. Any time to be designated as

compensatory time must be registered with the Finance Department on a "Comp-Time Earnings" form signed by the Department Head.

If an employee is unable to take accrued compensatory time, the employee will not forfeit such accrued time. Compensatory time must be used within 12 months of the date in which it is earned. Upon departure from employment by the City, any accrued compensatory time will be paid to employees.

Once each calendar year an employee may elect to "cash in" up to 40 hours of comp time. An employee's election to cash in comp time must be made during one of two periods of the calendar year. The first is between May 15<sup>th</sup> and June 15<sup>th</sup> with payment to occur around July 1<sup>st</sup> of that calendar year. The second election period is between November 1<sup>st</sup> and November 15<sup>th</sup> with the payment to occur with the payroll made just after December 15. For an employee who has not "cashed in" during the calendar year, the City may consider a request for cashing in up to 40 hours at another time during the year in the case of an emergency.

Section 3. Call-Back Time - Employees called back to work shall receive a minimum of two (2) hours' pay at one and one-half (1½) times his/her regular hourly rate for work for which they are called back. This section applies only when call-back results in hours worked which are not annexed consecutively to one end or the other of the employee's working day or working shift.

Consecutive call-backs for the same employee, within the initial two (2) hour period, shall not result in additional call-back pay. Hours worked beyond the initial two (2) hour period will be paid at one and one-half (1½) times his/her regularly hourly rate if outside the employee's regular shift.

If the call-back is for the purpose of performing adjustments and monitoring of the Facility Stormwater Bypass, the employee shall be paid a four (4) hour minimum at time and a half if the work takes longer than two (2) hours.

Section 4. Rates of Pay - Employees shall receive the hourly rates of pay set forth in Schedule A. The hours of work for each employee to be paid are those recorded on the employee's timecard as punched by a time clock. Employees are required to punch their timecards upon beginning work each day, upon leaving the plant at the end of their work shift, and for any other time when employees are not working during their regular shift.

The frequency of pay day shall be bi-weekly. Employees' pay shall be directly deposited into the financial institution(s) of their choice.

Section 5. Longevity Pay - Employees shall receive a two percent (2%) increase on the



current base wage pertaining to said employee upon completion of five (5) years of continued service with the Plant; and upon completion of ten (10) years of continued service with the Plant, such employees shall receive an additional three percent (3%) increase on the current base wage pertaining to said employee for a total of five percent (5%); upon completion of fifteen (15) years of continued service with the Plant, such employees shall receive an additional four percent (4%) increase on the current base wage pertaining to said employee for a total of nine percent (9%); and upon completion of twenty (20) years of continued service with the Plant, such employees shall receive an additional five percent (5%) increase on the current base wage pertaining to said employee for a total of fourteen percent (14%).

Section 6. Holiday Pay - The following holidays shall be paid holidays for all employees covered by this Agreement:

|                  |                        |
|------------------|------------------------|
| New Year's Day   | Christmas Day          |
| President's Day  | Martin Luther King Day |
| Patriot's Day    | Memorial Day           |
| Independence Day | Labor Day              |
| Columbus Day     | Veteran's Day          |
| Thanksgiving Day | Day after Thanksgiving |
| Juneteenth       |                        |

All employees shall be paid an additional eight (8) or more hours of holiday pay depending on their schedule for each recognized holiday at their straight time hourly rate. Within the twenty- four (24) hour period of the holiday, beginning at 2:00 AM of the holiday, the employee shall receive in addition to holiday pay, time and one-half his/her regular rate for all hours actually worked.

If a holiday occurs when an employee is on vacation, he/she shall receive an additional optional day off with pay to be taken with the approval of the Plant Superintendent.

Section 7. Operator License Incentive Program - Employees who received the necessary training and education and who take and pass a MEDEP Wastewater Operator's Exam after July 1, 2003, may receive a pay increase under the condition described in the Section.

Following ratification of this Agreement in 2017, Employees who increase their level of licensure will be allowed a three percent (3%) pay increase to the base salary each fiscal year relative to the licensing process as set forth in this Section. The 3% pay increase will only be effective for increases to licensure occurring after ratification of this Agreement in 2017. To receive the pay increase, the employee must show evidence of getting the increased level of certification by presenting the Superintendent and the Chief Operator with a copy of the wastewater license for

posting. The increase shall be effective the date listed on the license granted by MDEP.

Once receiving a MEDEP WWTP Operator's license, each employee will be responsible for getting 18 hours of wastewater training, which is required for the renewal of the license every two years. If an employee loses their wastewater license due to lack of training, they will lose their pay increase as well. The following are the recognized license achievements that may result in an increase (the 3% rate of increase applies after ratification of this Agreement in 2017):

| <u>GRADE<br/>OPERATOR</u> | <u>LICENSE</u> | <u>LAB<br/>ANALYST/CERTIFICATION</u> |
|---------------------------|----------------|--------------------------------------|
| 1 & 2 together            | 3%             | Grade 1 3%                           |
| 3                         | 3%             | Grade 2 3%                           |
| 4                         | 3%             |                                      |
| 5                         | 3%             |                                      |

## **ARTICLE 9**

### **Vacations**

Section 1. Vacations with pay shall be based upon the number of completed years of continuous, full-time employment with the City of Brewer. After completion of one (1) year of continuous, full-time employment with the City, each employee shall be entitled to eighty (80) hours of vacation with pay, and thereafter shall accrue 6.666 hours for each month of full-time employment during each employment year through the seventh (7<sup>th</sup>) year of employment. After the commencement of the eighth (8<sup>th</sup>) year of employment, each hour of vacation with pay, and thereafter shall accrue 6.666 hours for each month of full-time employment during each employment year through the seventh (7<sup>th</sup>) year of employment. After the commencement of the eighth (8<sup>th</sup>) year of continuous, full time employment each employee shall accrue paid vacation time at the rate of ten (10) hour for each month of full time employment during each employment year through and including the fifteen (15) year of employment. After the commencement of the sixteenth (16<sup>th</sup>) year of full-time employment, each employee shall accrue paid vacation time at the rate of 13.333 hours for each month of full-time employment during each employment year through and including the nineteenth 19<sup>th</sup>) year of employment during each employment year thereafter. After the commencement of the twentieth (20<sup>th</sup>) year of full-time employment, each employee shall accrue paid vacation time at the rate of 16.66 hours for each month of full-time employment during each employment year.

Section 2. During the first year of employment, one (1) week of vacation time may be taken after six (6) months of service. This week will be charged against the entitlement accrued from the first year of service.

Section 3. Vacations shall be scheduled by the Plant Superintendent in accordance with the needs of the department. Depending upon the department's needs, the Plant Superintendent shall schedule vacations in accordance with the express preferences of the employees, to be submitted by employees before May 15<sup>th</sup> of each year. When a conflict exists between the expressed preferences of two or more employees, the expressed preference of the employee with the greatest seniority within the job classification shall be given first consideration. Once an employee's request is approved, the expressed preference shall be guaranteed over all other requests.

Section 4. No employee will receive vacation pay without taking vacation time. For those earning more than 6.666 hours/month, 1) vacation time may only be taken in four (4) hour increments provided, however, that in the sole discretion of management, accrued time may be taken in lesser amounts, and 2) at least one week of vacation to be earned in a twelve (12) month period shall be taken in a block spanning a full week's schedule.

Section 5. Unused vacation time may not be carried over from year to year without the express written approval of the Plant Superintendent. In no event shall any vacation be carried over beyond two (2) years after it has been earned.

Section 6. Employees who are separated in good standing, retire, voluntarily leave their employment, or are dismissed for cause, and who have accrued vacation time to their credit at the time of such separation, retirement, resignation, or dismissal shall be paid the wages equivalent to the accrued vacation, but in no case shall such vacation remuneration exceed eight (8) work weeks.

Section 7. In the event that an employee covered hereby dies during the term of this Agreement, his/her accrued vacation credits, if any, shall be paid in the wage equivalent as follows:

1. If an employee dies testate, then to his estate. If an employee dies intestate, leaving a widow or widower with whom said employee was living at his death, then to such widow or widower.
2. If said employee leaves no such widow or widower but is survived by children, including adopted children, then to such children jointly; if such children are then minors, then the guardian of such children must be joined in on such payment.
3. If said employee has no such wife or children surviving him, then to his parents or parent who survive him or legal heirs.

**ARTICLE 10**  
**Personal Leave Time**

After completing twelve (12) months of continuous regular full-time employment with the City of Brewer, employees shall be granted twenty-four (24) hours of personal leave each successive year of continuous employment, to be used for any purpose other than substitution for suspension as a result of disciplinary action. These hours shall be taken with pay but will not be accumulated from one employment year to the next, provided, however, that if an employee is unable to be scheduled for personal leave time in the last sixty (60) days of his/her employment year, then personal leave time may be carried over into the next employment year.

Personal leave time shall be in addition to accumulated vacation leave and holiday time.

Personal leave time must be requested in advance and must be scheduled with the approval of the Plant Superintendent. Personal leave time may not be scheduled or taken during a holiday, on weekends, or when any other employees are absent from work provided that when an employee has a bona fide emergency situation, the Plant Superintendent may make an exception to the advance request and other restrictions upon personal time use. If an employee has exhausted personal leave time, the Plant Superintendent may allow an employee to use available sick leave bonus time in an emergency situation.

**ARTICLE 11**  
**Insurance**

Section 1. Insured Employees. A group health insurance program is available to full-time regular employees. The City's base health insurance plan is the Maine Municipal Employees Health Trust Preferred Provider Option 500 (PPO 500) plan or equivalent policy. Employees who wish to receive health insurance coverage under the base plan will pay a portion of the total health insurance premium cost according to the table below.

| Coverage Level        | Employee Pays | City Pays |
|-----------------------|---------------|-----------|
| Single (employee)     | 10 %          | 90 %      |
| Employee & Child(ren) | 20 %          | 80 %      |
| Employee & Spouse     | 25 %          | 75 %      |

|        |      |      |
|--------|------|------|
| Family | 25 % | 75 % |
|--------|------|------|

The City may offer other plans. If an employee elects a plan that has a higher premium than the base plan, the employee shall contribute toward that premium the difference between the total premium cost and the amount the City would have paid for that level coverage under the base plan. If an employee elects a plan that has a lower premium than the base plan, the base plan employee contribution percentage shall apply.

Full-time regular probationary employees shall be eligible for this health insurance at the next available entry date into the City's policy following the date of hire.

Section 2. The City shall establish a Section 125 plan which provides for pre-tax contributions of the employee's share of health, dental and vision insurance premiums.

Section 3. Employees Who opt Out of Coverage. Employees may elect out of health insurance coverage provided by the City, so long as the employee provides to the City satisfactory evidence that the employee is covered by health insurance under another health insurance plan which has benefits and coverage similar to that of the City's plan. Employees who elect not to be covered by the City's health insurance plan may elect to re-enter the plan, but only under the terms of the Plan's limitations of re-entry, such as limited enrollment date, exclusion of pre-existing conditions, medical examinations and any other conditions imposed on such re-entry. Employees who elect not to be covered by the City's plan under this section will receive a stipend amount equal to 45% of the City's portion of cost of Preferred Provider Option (PPO) 500 single level coverage as it may exist from time to time, to be pro-rated into the bi-weekly pay of those employees. This stipend is a taxable benefit and is subject to Medicare, federal and state taxes.

Section 4. Health Reimbursement Arrangement Accounts. Full-time regular employees electing to participate in the PPO 500 plan shall receive access to a Health Reimbursement Arrangement (HRA) account in the amount outlined in the following table. Employees opting out of coverage may also have access to an HRA account if they can, and choose to in writing, annually certify that they are enrolled in a group health plan that meets the Minimum Value standards of the Affordable Care Act.

The HRA plan year runs January 5 through December 31. One fourth (1/4) of an employee's annual HRA funding will be credited to an eligible employee's account at the beginning of each quarter. If an employee enters the plan at a time other than the beginning of a quarter, the amount credited to their account will be reduced to

reflect the time of actual participation. Amounts remaining in an employee's account at the end of the plan year that do not exceed the calendar year end rollover amounts specified below will be carried over to the immediately following plan year.

| Coverage Level        | Annual Funding | Calendar Year End Max Rollover Up to... |
|-----------------------|----------------|---|
| Single                | \$1,175        | \$425                                   |
| Employee & Child(ren) | \$2,300        | \$800                                   |
| Employee & Spouse     | \$2,300        | \$800                                   |
| Family                | \$2,300        | \$800                                   |
| opt Out Stipend       | \$550          | \$550                                   |

Any amounts remaining in an employee's account at the end of the plan year that exceed the rollover amount shall be forfeited. In addition, any balance remaining in an employee's account on the date the individual terminates employment with the City will be forfeited after all claims are paid. The Finance Director shall provide each employee with an HRA Summary Plan Description that lays out the above criteria and other benefit details regarding eligible uses, claims procedures and continuation rights.

## **ARTICLE 12**

### **Pension**

The City agrees to participate in the Maine Public Employees Retirement System (MPERS) options presently in effect at the level of current pension payments.

## **ARTICLE 13**

### **Sick Leave**

Section 1. Employees shall be allowed eight (8) hours of sick leave accumulation for each month of service. A "month of service" means any month in which an employee actually works at least fifteen (15) days in the case of employees working an eight (8) hour schedule, and nine (9) days in the case of employees working a twelve (12) hour schedule; holidays,

vacation leave and compensated sick leave shall be counted as days worked for the purposes of this Section. For regular eight (8) hour employees, sick leave may be accumulated up to nine hundred sixty (960) hours, and for regular twelve (12) hour employees, sick leave may be accumulated up to one thousand four hundred forty (1,440) hours and shall be credited at the end of the month.

Section 2. Sick leave shall be granted only for personal illness or injury which renders the employee unable to perform the duties of his/her employment. The City may require a doctor's explanation for an absence and a doctor's approval for return to work when an absence exceeds three (3) consecutive workdays. The City will allow an employee to draw no more than ten (10) straight time hours of available sick leave for an absence for personal or family illness for an absence from a scheduled Sunday shift.

Section 3. Up to twenty-four (24) hours per employment year (prorated for new employees) may be used to attend to illness of a member of the employee's immediate family. These days shall not be accumulated from one year to the next and shall not be deducted from accumulated sick leave. For the purpose of this Section, an employee's immediate family includes spouse, child, stepchild, or other dependents living in the same household.

Section 4. Advance Call-In - Employees absent for personal or family illness shall call in at least one-half (1/2) hour prior to the start of the shift for which he or she intends to be absent, except in emergency situations.

Section 5. Employees completing three (3) consecutive months of employment without taking sick leave will be granted eight (8) hours of sick leave bonus time. Eight (8) hours of sick leave bonus time will be granted after each three (3) month period for which sick leave is not taken. Sick leave bonus hours are cumulative to 48 hours. Sick leave bonus hours *will not* be charged against sick leave and may be taken by the employee for any purpose except as substitution for suspension as a result of disciplinary action.

Use of sick leave bonus days must be scheduled and approved by the Superintendent in accordance with the employee's preference and the needs of the Plant. They must be taken for at least a one-half (1/2) shift and thereafter in cumulative increments of one-half (1/2) shifts. The Superintendent may, at his sole discretion, authorize increments of less than one-half (1/2) shifts so *long* as it does not interfere with the proper staffing and operations of the facility.

Section 6. Sick leave bonus hours may only be taken in half-shift increments. An employee wishing to take sick leave bonus time must submit a request to the Plant Superintendent at least one week in advance. The Plant Superintendent may change

the schedule of a day employee to cover a sick leave bonus request for a night shift. In order for a request to be granted for sick leave bonus time on a Saturday or Sunday, the employee must obtain his/her own replacement.

Section 7. The City will no longer require employees to find their own replacements for absences due to personal or family illness nor for sick leave bonus time. Instead, the City will determine whether to fill a particular shift and who shall be offered the opportunity to fill that shift, subject to the general requirement that the City will attempt to equalize the offers of such opportunities among qualified employees. If there are no acceptances to fill a particular vacancy, the available person with the least amount of overtime in the current calendar year will be required to fill the vacancy. If the City experiences continuing difficulty in filling vacancies under this new system, the City, at its discretion, may revert to the former system of requiring employees to find their own replacements.

## **ARTICLE 14**

### **Unused Sick Leave**

Section 1. Retirement - When an employee covered by this Agreement retires from active service with the City, if immediately eligible for retirement benefits and elects to receive them under the Maine Public Employees Retirement System (MPERS), he/she shall be entitled to receive an amount equal to his/her wages at the time of such retirement of thirty percent (30%) the number of hours of unused sick leave which he has accumulated.

Section 2. Voluntary Separation/Dismissal - If an employee voluntarily leaves his/her employment, or in the event of dismissal of an employee for just cause, all unused sick leave shall be forfeited.

## **ARTICLE 15**

### **Bereavement Leave**

Section 1. In the event of the death of the employee's spouse, child, stepchild, mother, father, mother-in-law, father-in-law, brother, sister, step-parent, grandparent or grandchild, the employee shall be entitled to up to three (3) days paid leave for the purpose of attendance at the funeral and assisting in the necessary family arrangements. Such time shall be with pay and without any deduction from sick leave if they are scheduled workdays.

Section 2. An amount of paid leave time, determined by the Plant Superintendent, but in no case to exceed one day, will be allowed for attendance at funerals of the following



relatives of the employee, not provided for under Section 1 above: aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or any other relative. Such day off shall be with pay and shall not be chargeable to sick leave if it is a scheduled workday. Subject to the sole discretion of the Plant Superintendent, time off without pay may be granted for attendance at other funerals.

## **ARTICLE 16**

### **Military Leave**

Employees who are members of the National Guard/Reserves shall be entitled to a leave of absence for training as required by law. Leave for annual training for two (2) weeks will be with differential pay for the period of such training for up to eighty (80) hours each calendar year. Differential pay during such military leave of absence shall be the difference between his/her compensation for military activities, and the amount of the employee's regular salary for up to eight (8) hours per day. If the compensation for military service is equal to or greater than the salary due as a City employee for the eighty (80) hour period, then no payment shall be made. Employees should request the City to make up the difference in pay by submitting a military pay voucher to the payroll office.

## **ARTICLE 17**

### **Leave of Absences**

A leave of absence without pay may be granted at the sole discretion of the City. Approval of the leave must be obtained from both the Plant Superintendent and the City Manager.

## **ARTICLE 18**

### **Family And Medical Leave**

Family Medical Leave is available to eligible employees pursuant to the City's Family and Medical Leave Policy, as revised and updated from time to time, which is attached to this Agreement as Schedule C by way of example only.

## **ARTICLE 19**

### **Paid Family Medical Leave**

The parties agree that the City of Brewer will take whatever action necessary to comply with the new state of Maine Paid Family Medical Leave Act including but not limited to remitting payment for premiums to the State as required by law. The parties agree that half of the remittance

shall be deducted from employee pay in accordance with the law.

## **ARTICLE 20**

### **Jury Duty**

When an employee submits proof of the necessity of jury service, an employee shall be granted a leave of absence with no charge against leave credits and paid the difference between the pay for such service and his/her regular pay. In order to receive the jury duty differential, an employee must submit proof of the jury pay received.

Any employee called to such duty whose service is not required shall return to work as soon as is practicable.

In the event the employee is required to appear in a court or before a body as a party to any private legal action which is not job-related, the provisions of this Article shall not apply.

## **ARTICLE 21**

### **Clothing and Equipment**

Section 1. The City shall reimburse each employee up to five hundred and fifty dollars (\$550.00) per year for the repair and/or purchase of jackets, uniforms, and boots. Uniform shirts, pants and jackets shall be the same color. The City shall return to an employee, within two (2) weeks of submission of itemized receipts, a reimbursement check.

The City shall not be obligated to reimburse an employee for clothing or jackets beyond the following standards:

- 5 shirts
- 5 pants
- 1 light jacket
- 1 winter jacket
- 1 pair steel-toed, ankle or higher boots or high-top sneakers

For those operators included in the schedule for dewatering operations, for the purchase of a second pair of boots, on an "as needed" basis after receiving approval from the Superintendent. In order to receive reimbursement, the employee must present the pair to be replaced to the Superintendent for inspection.

An employee who purchases boots and receives partial or full reimbursement for

such boots must wear them at all times when working (unless wearing City-provided rubber boots).

Section 2. An employee may purchase on the City's account at Marden's, W.S. Emerson, or Winterport Boot locations in Brewer, or any other retailer without a City account, steel-toed boots. After purchase is made, the employee shall submit a receipt to the Superintendent. Employees who purchase steel-toed boots on the City's account, or who receive reimbursement for such a purchase, must wear the boots as a condition of employment. The amount of reimbursement or purchase on the City's account of clothing and boots shall be limited to five hundred and fifty dollars (\$550.00) per calendar year for each employee.

An exception may be made by the City from the steel-toed requirement if the employee's physician certifies that the employee cannot wear steel-toed boots, shoes, or sneakers.

The City will also reimburse employees upon submission of proper receipts for the reasonable cost of prescription safety glasses or replacement of lenses, if needed, every two (2) fiscal (July 1) years.

Section 3. The City shall provide weekly laundering service for uniforms. In the alternative, the City may install a washer and dryer at the plant for employees to wash their City- provided clothing during their duty shift. Only those clothing items provided by the City shall be laundered at the City's expense or in the City's machines. All clothing for which an employee receives reimbursement, including jackets, shall be machine washable.

Section 4. Employees shall be responsible for repair of their own clothing.

Section 5. Employees are not required to furnish tools.

Section 6. The City will provide safety devices and equipment (except clothing) that the City, as employer, is required to provide. Such devices and equipment, where provided, must be used properly and as intended.

Section 7. Employees shall report to work in clothing appropriate for their work which is neat, clean and without noticeable holes. In addition, employees shall report to work neatly groomed. Those employees who do not participate in the uniform rental program shall maintain their appearance so that it is equal to or better than such uniforms.

## ARTICLE 22

### Grievance Procedure

#### Section 1 - Grievance Steps

Step 1 - An employee and/or the designated Union Representative (Steward) shall present the grievance to the Plant Superintendent within ten (10) calendar days of the occurrence giving rise to the grievance, and if it is not timely filed, it is deemed waived. A "grievance" shall be construed to mean a complaint by the Union, an employee, or group of employees concerning the interpretation or application of any specific provision of this Agreement.

The Plant Superintendent shall meet with the employee and the Union Representative (Steward) and if the dispute is not satisfactorily resolved, the Plant Superintendent shall provide a written response within seven (7) calendar days from the meeting.

Step 2 - The employee and the Union's Staff Representative may appeal to the City Manager the Plant Superintendent's Step 1 written decision in writing within seven (7) calendar days of the date of the Step 1 written decision. The employee and the Steward shall indicate their agreement to appeal by jointly signing the Step 2 appeal. The City Manager, the employee and the Union's Staff Representative shall meet to discuss the properly appealed grievance within fourteen (14) calendar days of receipt of the appeal to Step 2. The City Manager shall send his written response to the employee and the Union within fourteen (14) calendar days from the day the meeting was held.

Step 3 - If the grievance still remains unsettled, the Union may, within twenty-one (21) calendar days after reply of the City Manager is due, request arbitration. Upon receipt by the Union of a request for arbitration, the parties shall attempt to mutually agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within seven (7) calendar days of receipt of the request for arbitration, the Union or the City shall request the Maine Board of Arbitration and Conciliation or the Labor Relations Connection to initiate its arbitrator selection process in accordance with the Voluntary Labor Arbitration Rules.

Section 2 -Arbitrator's Jurisdiction - The jurisdiction and authority of the arbitrator of the grievance and his opinion and award shall be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the Union and the City. He shall have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement, or to hear the merits of any grievance which is not a grievance as defined in this Agreement or which has not been timely and properly processed in accordance with these procedures. He shall not impose on either party hereto a limitation or obligation not explicitly provided for in this Agreement; nor establish or alter any wage rate or wage structure; nor

interpret any federal or state statute, regulation or order, or any local ordinance, order or resolve when the compliance therewith shall be involved in the consideration of the grievance; nor interpret any contract or agreement not negotiated by the parties, for example, insurance agreements; nor consider any term or condition of employment or any other matter not expressly set forth within the provisions of this Agreement. The arbitrator shall not hear or decide more than one grievance without the mutual consent of both the City and the Union. The written award of the arbitrator on the merits of any grievance properly processed and adjudicated within his jurisdiction and authority as specified in this Agreement, shall be final and binding on the Union, the City, and its employees.

Section 3. Arbitration Expenses - The costs and expenses for the arbitrator shall be borne equally by the City and the Union. If either party desires a transcript of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available to the other party and the arbitrator by equally splitting the costs with the other party. Employees called by the City as witnesses shall be reimbursed by the City for any loss of normal working time; employees called as witnesses by the Union shall be reimbursed by the Union for any loss of normal working time. The fees and expenses of counsel employed by either party shall be borne by the parties so employing.

Section 4. Arbitrator(s) Decision - Whenever possible, the arbitrator(s) shall render his decision within thirty (30) calendar days of the date the arbitration hearing was closed.

Section 5. Arbitrability - In the event a disagreement exists regarding the arbitrability of an issue, the arbitrator(s) shall make a preliminary determination whether the issue is arbitrable under the express terms of this Agreement. Once a determination is made that such a dispute is arbitrable, the arbitrator(s) shall then proceed to determine the merits of the dispute.

Section 6. Extensions of Time - All time limits contained in this Article may be extended by mutual agreement of the parties and shall be confirmed in writing.

Section 7. Appeals - Should the City fail to render a decision within the specified time limits, the grievance shall be considered automatically appealed to the next step of the Grievance Procedure (except to arbitration). If the Union fails to appeal a grievance to the next step within the time limits provided, the grievance shall be deemed finally settled in accordance with the City's last answer, and the Union shall be deemed to have waived the arbitration. No individual employee shall have the right to invoke the arbitration process.

Section 8. Written Responses - Written responses at each Step will be given to the grievant with a copy to be furnished to the Union Representative.

## ARTICLE 23

### Discipline

Section 1. The Union acknowledges the right of the City to make such reasonable rules and regulations governing the conduct of its employees from time to time during the terms of this Agreement, consistent with the provisions of this Agreement. The City shall have the right to issue and amend rules and regulations governing the conduct of its functions and employees, provided such rules and regulations do not conflict with any specific provision of this Agreement. The City will provide the Steward with, and send to the Union, a copy of such rules and regulations at least seven (7) days prior to their effective date and will post such rules and regulations at least three (3) days prior to their effective date. Provided, however, that if in the sole judgment of the City, the City determines that the delay of effect of such regulations caused by notice and posting will interfere with the efficient operations of the Water Pollution Control Facility, such rules and regulations shall become effective immediately upon posting. The City shall post such rules and regulations, and in addition, make available a copy to the Union.

Section 2. Disciplinary action shall be appropriate to the circumstances and not necessarily take place in the order listed below. Disciplinary action shall be limited to the following:

1. Counseling
2. Oral Reprimand
3. Written Reprimand
4. Suspension (with/without pay)
5. Discharge

Any disciplinary action taken with regard to an employee beyond the probationary period shall be for just cause and may be processed through the grievance and arbitration procedure. When there is a probability that an employee may be disciplined with a written reprimand, suspension or discharge, such employee will be notified in writing of the probability within twenty- one (21) days of the incident giving rise to the possible discipline, or within twenty-one (21) days of when the City first had knowledge of the incident, whichever occurs later.

Should it become apparent *to* an employee's supervisor during the course of a counseling session that the employee is likely to be subject to a written reprimand, suspension or discharge, the supervisor shall advise the employee of this fact. The employee may then suspend the meeting and request that a Union representative be present. The meeting shall be resumed within 24 hours. In the interim the supervisor may, of course, suspend an employee pending a conference or investigation. Should an employee be suspended or discharged and it is later considered to be excessive or not supported by the facts, some or all of the action taken may be reversed and depending on the circumstances, the employee may receive reimbursement of wages for all lost wages and be restored *to* his position without loss of seniority.

Section 3. The City reserves the right to take disciplinary action, within its sole judgment, for reasons including but not limited to, the violations set forth below:

1. Incompetence, negligence, or inefficiency in the performance of the duties of the position.
2. Intentional falsification of time records.
3. Abuse of approved absences, such as sick leave, funeral leave.
4. Theft of City property.
5. Threatening, attempting, or use of political influence *to* secure a position, leave of absence, transfer, change of grade and pay or character of work.
6. Abusive conduct or language toward the public or other City officers or employees.
7. Bringing discredit upon the City by scandal, spectacle, or ridicule.
8. Absence without authorization; an employee absent from duty without authorization without good cause will be automatically terminated.
9. Violation of the City charter, or the rules and regulations in the personnel manual of the Water Pollution Control Facility or of this Agreement.

Careless or negligent use of City property.

1. Unauthorized use of City vehicles or equipment.
2. Reporting to work under the influence of drugs or alcohol; possession or consumption on duty of alcohol or drugs.
3. Violation of any official regulation or order, or failure to obey the orders of a superior.
4. Insubordination.
5. Violation of the City's harassment and/or non-discrimination policies.

6. Excessive absenteeism or lateness.
7. Conviction of a crime which interferes with an employee's performance of duties and/or reflects negatively upon the City.
8. Fighting on the job.
9. Abuse of break policy.
10. Sleeping on the job.

Section 4. While not considered part of the scheme of progressive discipline, there may be appropriate circumstances where demotion and/or transfer of an employee is appropriate. Typically, these types of actions would be more appropriate in situations where the issues relate to performance rather than behavior. As in the case of progressive discipline, any such action must be for just cause and is, of course, subject to the grievance and arbitration procedure.

## **ARTICLE 24**

### **Personnel Files**

Section 1. Individual Personnel Files - An individual personnel file shall be maintained on all employees by the City Manager or his agent. Personnel files shall be stored at Brewer City Hall.

Section 2. Access to Files - An individual may upon written request inspect his/her file during City Hall office hours. A person may not remove his/her personnel file from the room in which it is stored unless another individual who is responsible for the maintenance of the personnel files accompanies him/her to another location and stays with him/her until the file is returned to the personnel file storage location. The City Manager or his agent shall have access to personnel files in order to assist an employee who wishes to examine his/her file, to place documents in files, to purge documents as provided herein, or to carry out his/her duties relative to the keeping of records. Any individual who is not responsible for the maintenance of the personnel files but who views the file of another person, shall sign a form indicating the date and time, beginning to end, when the file was viewed. He/she shall sign this form and give it to an employee who is responsible for the maintenance of personnel files for attachment to the file viewed. An agent of an employee may review the employee's file upon written authority from the employee.

Section 3. Placing Item in Files - An employee may place documents in his/her personnel file. The City Manager or his agent may place documents in personnel files except that before any documents that are of a detrimental nature are placed in a file, the employee shall be asked to date and initial such documents. If the employees



refuses to date and initial a document, such document shall be placed in his/her file with a notation that the person refused to sign and date it.

Section 4. Errors and Omissions - Any employee may request correction of an error or omission in his/her file. If the City Manager or the employee's department head agrees that there is an error or omission, the file shall be corrected accordingly. If the City Manager or the department head do not agree that there is an error or omission, a notation to that effect shall be placed in the employee's file.

Section 5. Purging the Files - A recorded or noted reprimand may be purged twelve (12) months from the imposition date of the reprimand. Written reprimands may be purged in twenty- four (24) months. Suspensions shall be purged in thirty-six (36) months from the date of the beginning of the suspension. The purging of any disciplinary action may only occur if there has been no recurrence of similar incidents recorded within said time period. If the disciplinary action occurred as a result of conviction of a criminal offense, these time limits may be extended by the City Manager.

## **ARTICLE 25**

### **Job Security**

Section 1. In the event it becomes necessary for the City to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority, by classification with the right to "bump" less senior employees in the same or lower classification, provided the laid off employee is qualified and able to perform the full scope of the duties of the lower classification. For the purpose of this Section, the order of classifications from highest to lowest are as follows:

Operator II (days)  
Operator II (nights)  
Operator II  
Mechanic  
Operator Laborer

All affected employees shall receive a two (2) calendar week advance notice of layoff, and the City shall meet with the affected employee prior to the actual occurrence of layoff. Employees shall be recalled from layoff according to their inverse seniority. No new employees shall be hired into a laid off employee's classification or lower classification until all employees on layoff status in an equal or higher classification have been afforded recall notices and responded to the same within one (1) week from the date of receipt of the notice.

When the City decides to recall a laid off employee, the City shall send, by certified mail,

the notice of recall to the address most recently supplied to the City by the employee. If the delivery of the notice is unsuccessful, or if an employee fails to respond within one (1) week from the date of notice, such employee shall be considered to have forfeited his rights to recall and shall be considered to have quit from City employment. It shall be the responsibility of each employee on layoff to notify the City of any change in address.

Section 2. No current employee in the bargaining unit hired as of the date of the signing of this Agreement shall have his/her regularly scheduled hours reduced below a forty (40) hour average over a four (4) week period; however, the City shall have the right to lay off or transfer employees, either temporarily or permanently, when there is lack of work.

## **ARTICLE 26**

### **Miscellaneous**

Section 1. Rest Breaks and Meals - Morning and afternoon paid rest breaks of fifteen (15) minutes maximum duration and one thirty (30) minute unpaid, uninterrupted lunch break shall be granted to the employees and scheduled by the Plant Superintendent, but the fifteen (15) minute rest breaks need not be granted during periods of emergencies as determined in the sole discretion of the Plant Superintendent. Those employees scheduled to work a twelve (12) hour shift shall receive an additional paid rest break of fifteen (15) minutes maximum duration and a thirty (30) minute paid, uninterrupted meal break.

An employee who will be working more than four (4) hours beyond the end of his scheduled shift because of unanticipated reasons, may take up to one half (1/2) hour (without loss of pay) to leave the plant and obtain a meal or groceries or may use groceries purchased by the City and kept at the plant for such purposes.

Section 2. Rules and Regulations - The Union recognizes the right of the City to establish reasonable rules and regulations for the safe, sanitary, and efficient conduct of the City's business and reasonable penalties for the violation of such rules and regulations. In most instances, any changed or new rules and regulations shall be posted five (5) working days (Monday through Friday, except City holidays) in advance of their going into effect provided, however, that immediate or emergency changes or new rules and regulations may go into effect immediately.

If an employee deems his/her vehicle or equipment to be unsafe, the employee shall notify his/her supervisor who, in turn, shall arrange for or conduct an appropriate inspection and shall determine whether the vehicle or equipment is safe for use.

Any employee involved in any accident shall immediately report the accident to his/her immediate supervisor, when possible, and any physical injury sustained. The report will

be made on a form provided by the City. The City is responsible for meeting safety standards which are considered to be minimum standards required by the Occupational Safety and Health Act of 1970 as well as other federal and state laws. Proper safety devices shall be provided by the City for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used as intended.

Section 3. Meals - When employees are traveling on City business, they shall be entitled to reimbursement for reasonable expenses for meals. The reimbursement shall include tips. Employees must submit receipts in order to receive reimbursement. Employees will be reasonable in their use of this privilege.

Section 4. Mileage - When employees are authorized to use their personal vehicles on official City business, they shall be paid at the federal standard mileage rate. Employees must submit a statement of the mileage, the purpose of the trip, and the destination of the trip following return before reimbursement can be made.

Section 5. Non-Discrimination - The City and the Union agree not to discriminate against any employee with respect to compensation, terms or conditions of employment because of such employee's race, color, sex, physical or mental handicap, religion, age, ancestry, or national origin except as any of these factors may be bona fide occupational qualifications.

Neither shall the City nor the Union harass any employee on the basis of race, color, sex, physical or mental handicap, religion, age, ancestry or national origin.

#### Section 6. Tuition and Licenses

- The City may pay the tuition and materials costs (materials to become the property of and returned to the City) for educational seminars approved by the Superintendent. For travel out of town for such purposes and with the approval of the Superintendent, the City shall also reimburse employees for mileage and meals in accordance with the limits set forth in this Agreement, provided that employees share transportation whenever possible. For other employees, the City will pay the cost of tuition and licenses for those who choose to retain their waste treatment licensure. In order to receive reimbursement, the employee must present a receipt indicating payment and in the case of tuition, the employee must maintain a grade average of C or higher.
- The City shall pay the annual license for any employee required to have a Class B driver's license. It shall be the sole discretion and judgment of the Superintendent as to whether an employee is required to obtain and/or keep their Class B licenses in order to ensure the proper staffing and operation of the facilities are maintained.
- The City shall pay the annual license for any employee required to have a Class B driver's license. It shall be the sole discretion and judgment of the Superintendent as to whether an employee is required to obtain and/or keep

their Class B licenses in order to ensure the proper staffing and operation of the facilities are maintained.

- All employees hired after July 1, 1990, must successfully complete Volume I of the University of Sacramento - California Wastewater Treatment Program, or WEF, or another training program approved by the Superintendent and accepted by MDEP within six (6) months of their initial hire. An employee who is unsuccessful in this course work must continue to study according to the curriculum and work towards successful completion of the course. All other employees must make a good faith effort to successfully complete an approved training course based upon their level of licensure during the term of this contract:

All employees hired after July 1, 1990, must successfully complete Volume I of the University of Sacramento - California Wastewater Treatment Program, or WEF, or another training program approved by the Superintendent and accepted by MDEP within six (6) months of their initial hire. An employee who is unsuccessful in this course work must continue to study according to the curriculum and work towards successful completion of the course. All other employees must make a good faith effort to successfully complete an approved training course based upon their level of licensure during the term of this contract.

Unlicensed  
License Class I, 2, 3  
License Class 4, 5

Volume I  
Volume II  
Volume III

Section 7. Non-Smoking Bonus - All employees who certify that they have not smoked any tobacco product during a contract year shall receive a Fifty Dollar (\$50.00) non-smoking bonus to be paid as of April of each contract year. Any employee falsifying this certification will be subject to disciplinary action.

Section 8. Current Address - Each employee shall keep the Plant Superintendent informed of the employee's current street address, mailing address and telephone number. Changes must be reported within 24 hours.

Section 9. Pump Stations. The pump stations will be the responsibility of Operator II (Days) position. As a result of the additional pump station responsibility, the Operator II position will receive a \$0.50/hour stipend. The Operator II job description will be revised to include the pump stations as additional responsibility.

Section 10. Bulletin Board. The City agrees to provide a space for a Union bulletin board in the lunchroom of the Water Pollution Control Facility.

## **ARTICLE 27**

### **Workers' Compensation**

Section 1. The City will pay the premiums for Workers' Compensation insurance. Employees who sustain injury on the job and are eligible for Workers' Compensation benefits shall not be paid sick leave and shall only receive the benefits allowed under the Maine Workers' Compensation Act. The City shall, in consultation with its unions and employees, designate a health care provider from whom employees shall first seek treatment in the case of on-the-job injury or illness during the first ten (10) days from the inception of health care under 39-A M.R.S.A. § 206.

Section 2. When receiving Workers' Compensation, the employee will continue to accrue seniority and, for a maximum of twelve (12) months, the City will pay health insurance premiums for the employee in accordance with the terms of this Agreement. During said period, there shall be no additional accumulation of vacation, holiday, sick leave, or pension benefits.

## **ARTICLE 28**

### **Long Absences**

If an employee is absent from work for a period of more than twelve (12) months, for whatever reason, the employee shall be automatically terminated as an employee of the City. The termination shall be non-disciplinary.

## **ARTICLE 29**

### **Light Duty**

Whenever an employee presents the Plant Superintendent or Maintenance Supervisor with a doctor's certificate prescribing "light duty" restrictions or other limitations which limit or affect the employee's performance of his/her job duties, the City shall determine whether such restrictions or limitations can be reasonably accommodated, as required under the Maine Human Rights Act. If the City determines that it can make such reasonable accommodations and the employee does not perform the full scope of the job, the employee shall nonetheless receive 90% of current base wage for performing his/her job. In accommodating such restrictions or limitations, the City may assign an employee to a different job or to appropriate light duty work within or outside the department.

If the employee is assigned to perform a different job, the employee shall receive

90% of the employee's current base wage for his/her regular job.

The above specified reduction in current base wage shall become effective three (3) weeks after the return to work of the employee and shall continue until the employee is able to perform his/her job without restrictions or limitations.

### **ARTICLE 30**

#### **Savings Clause**

If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law, such term or provision shall continue in effect only to the extent permitted by such law. Such invalidity shall not affect the validity of the remaining terms or provisions. Furthermore, if any term or provision is found contrary to law, the parties agree to meet to negotiate said provision within thirty (30) days.

### **ARTICLE 31**

#### **Probationary Employees**

New employees shall serve a six (6) month probationary period. During the initial probationary period, disciplinary action (including demotion or discharge) taken by the City shall not be subject to the grievance procedure set forth in Article 21. The City may extend the probationary period for up to six (6) months for an employee who has not successfully completed Volume I of the University of Sacramento - California Wastewater Treatment Program and such extension shall not be subject to the Grievance Procedure set forth in Article 21. The City may also extend the probation period for up to six (6) months for reasons relating to job performance provided, however, that an extension for reasons related to job performance may be subject to the Grievance Procedure set forth in Article 21.

An employee who has been promoted shall serve a six (6) month probationary period. During the probationary period, an employee may be returned to his/her original position due to the failure of the employee to perform the duties of the promoted position, or due to the "bumping back" of another employee who fails to perform the duties of a promoted position.

### **ARTICLE 32**

#### **Complete Agreement**

This Agreement constitutes the entire contract between the City and the Union and settles all demands and issues with respect to all matters subject to collective bargaining.

Therefore, the City and the Union, for the duration of this Agreement, waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter which is subject to collective bargaining, whether or not such subject or matter is specifically referred to herein, or even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

### ARTICLE 33

#### Term of Agreement

This Agreement shall become effective upon signature and shall remain in full force and effect until midnight June 30, 2027. Either party shall notify the other in writing of its intention to renegotiate a successor agreement at least one hundred and twenty (120) days before the expiration of this Agreement. After expiration of this Agreement and provided a successor agreement has not been agreed to, either party may terminate this Agreement by serving written notice upon the other party not less than ten (10) days prior to the desired termination date.

This Agreement may be amended at any time by mutual agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized representatives this 30<sup>th</sup> day of June 2024.

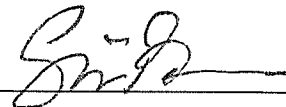
Council No. 93, AFCME Local 926

By

 6/28/2024

City of Brewer

By



## BREWER WATER POLLUTION CONTROL FACILITY SCHEDULE - A

Notes:

- I. Those employees who work a night shift shall receive in addition to the wages set forth in Schedule A, an additional \$0.50 per hour for those hours worked during the night shift.

| <u>Title</u>      | As of 6/30/24<br>Base Wage | Effective 7/1/24<br>+8% | Effective 7/1/25<br>+5% | Effective 7/1/26<br>+3% |
|-------------------|----------------------------|-------------------------|-------------------------|-------------------------|
| OP II             | \$21.08                    | \$22.77                 | \$23.91                 | \$24.63                 |
| OP II- Night      | \$21.08                    | \$22.77                 | \$23.91                 | \$24.63                 |
| Operator II- Days | \$21.08                    | \$22.77                 | \$23.91                 | \$24.63                 |
| Operator Laborer  | \$15.85                    | \$17.12                 | \$17.98                 | \$18.52                 |
| Mechanic          | \$19.28                    | \$20.82                 | \$21.86                 | \$22.52                 |