

AGREEMENT
BETWEEN
SANFORD WATER DISTRICT
AND
COUNCIL 93, AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

January 1, 2025 through December 31, 2027

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ARTICLE 1

Preamble

This Agreement entered into by the Sanford Water District hereinafter referred to as the Employer, and Council #93, Local 481-10, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment for the employees of Sanford Water District.

ARTICLE 2

Definitions

1. GENDER – Whenever the masculine is used, it is to include the feminine unless otherwise expressly provided or clearly indicated by the context.
2. NUMBER – Whenever the singular is used, it is to include the plural unless otherwise expressly provided or clearly indicated by the context.
3. UNION – Whenever the term “Union” is used, it shall refer to Council No. 93, American Federation of State, County and Municipal Employees, AFL-CIO.
4. EMPLOYEES – Whenever the term “Employee” is used, unless otherwise expressly provided or clearly indicated by the context of this Contract, it shall refer to all employees who are included in the Bargaining Unit.
5. BARGAINING UNIT – Whenever the term “Bargaining Unit” is used, it shall refer to all the employees in the Classified Personnel Bargaining Unit as specified in the Unit Determination and shall also refer to any additional personnel that the Employer and the Union mutually and voluntarily agree to include in the Classified Unit, and also those positions as determined by the Maine Labor Relations Board.
6. STEWARD – Whenever the term “Steward” is used, it shall refer to an employee selected by the Union to represent the members of the bargaining unit in matters related to this contract.
7. TRUSTEE – Whenever the term “Trustee” is used, it shall refer to the Trustees of the Sanford Water District and any designated representative, by committee, individual member, or authorized agent whether or not a member.
8. SUPERINTENDENT – Whenever the term “Superintendent” is used, it shall include the Superintendent of the Sanford Water District or any person whom the Superintendent specifically designates to act for him in any particular situation or class of situations.

9. EMPLOYER – Whenever the term “Employer” is used, it shall refer to the Sanford Water District or the Trustees of the Sanford Water District.
10. CONTRACT – Whenever the term “Contract” is used, it shall refer to this Collective Bargaining Agreement unless otherwise clearly indicated by this Agreement.
11. OUTSIDE OPERATIONS – Whenever the term – outside operations – is used it shall refer to the work that is inherent to those positions in the classifications of Foreman, Lead Person, Equipment Operator, and Distribution Operator unless otherwise clearly indicated by this Agreement.

ARTICLE 3

Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for employees working in the classifications listed in Appendix A.

ARTICLE 4

Union Membership

All new employees shall have 30 days after completion of their probationary period become a union member or sign a non-member waiver form.

ARTICLE 5

Checkoff

The Employer agrees to deduct the Union's weekly membership dues from the pay of those employees who individually request in writing (by a signed authorization form) that such deductions be made. In the event of change in the amount of dues voted by the membership of the Union during the term of this Agreement, the then Treasurer of Council 93 of the Union shall so inform the Employer in writing. This authorization shall be irrevocable during the terms of this agreement except that an employee may revoke the authorization, provided the employee notifies, in writing, the Employer and Council #93 at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.

The Employer shall forward all such dues and premiums so collected to the Treasurer of Council 93 on or before the fifteenth (15th) of the month following the month in which they were collected from the employees. The Union shall indemnify and save the Employer harmless against all claims and suits which may arise by reason of any action taken in making deductions

of said dues or fair share services charges and premiums and remitting the same to the Union pursuant to this Article.

ARTICLE 6

Hours of Work

- A. The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period.
- B. 1. The work week shall consist of five (5) consecutive eight (8) hour days, Monday to Friday, inclusive with hours as follows:
 - Regular Crew: 7:30 a.m. to 4:00 p.m.
 - Office: 8:00 a.m. to 4:30 p.m.
- 2. Water Quality Operators: Water Quality Operators shall work a schedule consisting of consecutive days, forty (40) hour work week, with at least Saturday or Sunday scheduled as a day off.

As authorized by the Superintendent, it shall be the responsibility of the Water Quality Operators to provide full or partial coverage for employees' absences and holidays. Portions of shifts to be filled during absences and holidays will be at the discretion of the Superintendent. Other times may be filled by the Superintendent at his sole discretion. Water Quality overtime shall be offered to Water Quality employees before other employees are considered.
- C. 1. Work schedules showing the employees' shifts, work days, and hours, shall be posted on the District bulletin board at all times.
- 2. Except for business emergencies as determined by the Superintendent, Regular Crew, Office, and Water Quality work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer, except as provided in C.3. below.
- 3. Except for business emergencies, the work schedules for Water Quality employees may be changed by the Superintendent after consultation with the employee(s) involved, and any changes shall go into effect ten (10) days after notice to the employee(s) and the Union.
- 4. The eight (8) hour workday schedule of individual Outside Operation employee(s) may be changed to start prior to 7:30 a.m. and end prior to 4:00 p.m. as determined at the discretion of the Superintendent following consultation with the employee(s) involved.
- D. Flushing of the Distribution System is a very important function of the Sanford Water District. The intent of the District is to keep the service from being an inconvenience or a disruption to the user. The flushing will be done and the timing shall be at the sole discretion of the Superintendent. Part of the employment of individuals in the unit

consists of participation in the flushing of the system. When the Superintendent decides that flushing shall occur, he will ask for qualified volunteers. The issue of qualification and number of participants shall be at the sole discretion of the Superintendent. If there are not sufficient volunteers, the Superintendent may require qualified employees within the unit to do the flushing on a rotating basis (weekly). The Superintendent in his sole discretion may use part-time help or outside contractors to participate in the flushing.

The Superintendent shall make the best effort possible in notifying employees when their schedule will change to accommodate the flushing of the distribution system.

ARTICLE 7

Overtime

Rate of Pay – Time and One-Half

Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

Daily

All work performed in excess of eight (8) hours in any workday.

Weekly

All work performed in excess of forty (40) hours in any work week, excluding pay for bereavement leave or sick leave.

Before or After Regular Hours

All work performed before or after any scheduled work shift.

Saturday and Sunday Work

All work performed on Saturday or Sunday with the exception of Water Quality Operators where Saturday or Sunday is their regular work day and employees doing Distribution System flushing on Saturday and Sunday.

Flushing

Employees working on flushing operations shall be paid premium pay in the amount of forty percent (40%) in addition to their regular hourly wage. When flushing hours exceed eight hours in any workday, those hours in excess of eight (8) hours will be paid at time and one-half (1 ½) their regular hourly wage, and the forty percent (40%) premium will not be paid for those hours.

Distribution

Overtime work shall be distributed as fairly as possible between all regular Bargaining Unit employees. A rotating list shall be used for the purpose of making overtime assignments. Employees shall be listed in accordance with their respective seniority and overtime will be assigned by going down the list until an employee accepts the assignment.

A reasonable effort shall be made to contact employees for overtime assignments. In the event the District cannot fill the overtime assignment by going through the rotating schedule, the employee who was first contacted must work the assignment and will only be excused from overtime work with a legitimate reason as determined by the Superintendent or his designee. If the first employee cannot be reached, or is excused by the Superintendent or his designee, the District shall proceed through the list until an employee is found to work the overtime. The District agrees it shall not act in an arbitrary or capricious manner when making determinations or refusals for legitimate reasons.

If the District, after making a reasonable effort to contact employees for overtime work, cannot find enough regular employees to work said overtime, it may employ temporary, seasonal, or part-time employees for the overtime work.

For the purpose of providing fair distribution of overtime hours, an employee who refuses overtime work shall be charged with such hours refused.

During emergency situations, all employees who are contacted must report for work.

ARTICLE 8

Call Time

Any employee called to work outside of his regularly scheduled shift shall be paid for a minimum of three hours at the rate of time and one-half (1 ½). Any Outside Operations employee called to work more than an hour and a half before their shift will receive a minimum of three hours at the time and one-half rate in addition to his/her normal schedule 8 hours. Any employee called to work an hour and a half or less before their shift will be paid time and one-half (1 ½) for only the hours worked before to his/her normal schedule 8 hours, and will not receive a minimum of 3 hours of overtime. This pre-shift treatment of Call Time three hour minimum shall be the sole exception in this Agreement to Article 7 Overtime that compensation shall not be paid twice for the same hours.

ARTICLE 9

Stand By

Employees within the classifications of Foreman, Lead Person, Equipment Operator Distribution Operator, and Meter Reader / Distribution Operator shall be responsible for providing off-duty coverage for outside operations related calls. No more than one employee

shall be on standby at any given time and that employee shall be paid all other hours in the event they are called out during their period of standby in accordance with Article 8 – Call Time and Article 7 – Overtime.

Employees within the classifications defined above will carry a pager supplied by the District for a seven day period to correspond with the pay period of Wednesday 4:01 p.m. to the following Wednesday 4:00 p. m. and shall receive the following pay in addition to their regular weekly pay.

Employees shall receive at their regular hourly rate one and one-half (1 ½) hours of pay per day for Monday through Friday and two and one-half (2 ½) hours of pay per day for each Saturday, Sunday and Holiday.

January 1st of each year a rotating standby duty list will be created for the entire year. Employees may request to swap their assigned week using the on- call swap form. Each employee must sign the on call swap form and provide the form to the Superintendent. The request is subject to approval by the Superintendent.

ARTICLE 10

Rest Periods

All employees' work schedules shall provide for a ten (10) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible. Employees, who for any reason work beyond their regular quitting time into the next shift, shall receive a ten (10) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

ARTICLE 11

Meal Periods

All employees shall be granted a one-half (1/2) hour lunch period during the workday. Whenever possible, the lunch period shall be scheduled at the middle of each workday. If it is anticipated that an employee will work (2) hours beyond his regular quitting time, such employee shall be allowed sufficient time to eat a meal without loss of pay.

ARTICLE 12

Clean Up Time

Employees shall be granted a minimum of a five (5) minute personal clean-up period prior to the end of each one-half (1/2) work shift.

Work schedules shall be arranged so that employees may take advantage of this provision; the Employer shall make the required facilities available and/or necessary supplies.

ARTICLE 13

Holidays

The following days shall be recognized and observed as paid Holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day/Indigenous People's Day
Washington's Birthday	Veterans' Day
Patriots Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth Day	Christmas
Independence Day	

Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.

Employees shall be eligible for holiday pay under the following conditions:

- (a) The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation, or sick leave; and
- (b) The employee worked his last scheduled workday prior to the holiday unless he/she is excused by the employer. If a holiday is observed during an employee's vacation or scheduled day off, he shall be granted a compensatory day off. Where the employee's day off occurs on an observed holiday, the Superintendent shall grant the compensatory day off either on the weekday immediately before the observed holiday or the weekday immediately after the observed holiday in order to grant contiguous days off.

Eligible employees who perform no work on a holiday shall be paid eight (8) times their current hourly rate of pay unless their regular workday is more or less than eight (8) hours.

Eligible employees whose regular work day differs from the standard eight-hour day shall be paid their currently hourly rate of pay times the number of hours in their regular work day.

If an employee works on a holiday, he is to receive one and one-half (1 ½) times his hourly rate for those hours worked in addition to holiday pay.

ARTICLE 14

Vacations

Section 1

ELIGIBILITY AND ALLOWANCES:

Vacation allowances shall be earned annually based on the following schedule:

Over six (6) months but less than one (1) year	one (1) week vacation (not to be carried over)
Over one (1) year but less than five (5) years	two (2) weeks
Over five (5) years but less than ten (10) years	three (3) weeks
Over ten (10) years but less than twenty (20) years	four (4) weeks
Twenty (20) years and over	five (5) weeks

Employees shall also be allowed to carry over one (1) week of vacation to the next year. Vacation shall typically be of one (1) week or five (5) working days. Employees may take single vacation days with approval of the Superintendent. After exhaustion of Earned Paid Leave under Article 15-A employees may split up to four (4) single vacation days into half-days with approval of the Superintendent.

Section 2

VACATION PAY

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the day immediately preceding the employee's vacation period.

Employees shall receive their vacation pay no later than Friday prior to the start of their vacation period. This paragraph is applicable only when an employee takes his vacation in increments of one week or more.

Section 3

CHOICE OF VACATION PREFERENCE

Whenever possible, vacations shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority shall be given his choice of vacation period in the event of any conflict over vacation periods. Once vacation is approved no other employee may exercise preference over that vacation period.

Section 4

WORK DURING VACATION

Any employee who is requested to and does work during his vacation period shall be paid for all hours at a rate of time and one-half (1 ½) of the regular rates of pay. In addition, the employee's vacation (with pay) shall be rescheduled to any future period the employee may request in accordance with the vacation schedule procedure.

Section 5

VACATION RIGHTS IN CASE OF LAYOFF OR SEPARATION

Any employee who is separated from the service of the District for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation.

ARTICLE 15

Sick Leave

Sick leave shall accrue for all regular, full-time employees at the rate of eight (8) hours for each full calendar month of service, accumulative to a maximum of eight hundred (800) hours. At the end of each year all sick leave accumulated over eight hundred (800) hours shall be converted to vacation time or pay at a conversion rate of one (1) hour of pay or vacation for every two (2) hours of sick leave accumulated over eight hundred (800) hours. The month in which employment begins or ends will be counted as a month of service if the employment begins before the sixteenth (16th) or ends after the fifteenth (15th) of the month. No sick leave benefit shall be paid to an employee injured as a result of employment by another employer.

Any employee using sick leave shall provide a doctor's certification when requested by the Superintendent. The cost of the certification shall be paid by the District.

Sick leave may only be used for the employee's illness or injury, including maternity leave. The employee must notify the District of his disability prior to reporting time, if possible.

In the event of sickness in the employee's family that requires the personal care of the employee, the employee may be granted sick leave with pay chargeable against his sick leave up to a maximum of ten (10) sick days per twelve month period. Family shall be spouse or children of the employee, or mother or father whether or not domiciled together.

When an employee retires from active service with the District, the employee shall receive an amount equal to his rate of pay at the time of this retirement for one-half (1/2) of the number of hours of accumulated unused sick leave. When an employee voluntarily separates from the District prior to retirement, the employee shall receive an amount equal to his rate of pay at the time of his separation for one-fourth (1/4th) of the number of hours of accumulated

unused sick leave. Allowable total accumulation is to a maximum of eight hundred (800) hours. The days accrued over eight hundred (800) hours during the last year of employment are eligible for conversion at the time of separation as per the annual conversion process.

When an employee is injured on duty he may use accumulated sick leave and vacation time pending payment of Workmen's Compensation. Upon payment of Workmen's Compensation the Employee shall reimburse the District for sick leave and vacation payment and the time shall be restored.

ARTICLE 15 – A

Earned Paid Leave

Employees and the District recognize that this Agreement is currently subject to Maine's Earned Paid Leave Law (EPL) 26 M.R.S. §637.

With the sole exception of an annual one time use of five consecutive vacation days during the months of January and February, which will be counted as 24 hours of EPL time, employees use of any vacation time under Article 14, and any sick time under Article 15 shall be treated as use of EPL and counted toward the employees annual permitted use of up to forty (40) hours of EPL. Employees may annually use up to forty (40) hours of their earned paid leave for the purposes permitted under the EPL. Employees may use their vacation, sick and EPL time in one-hour increments until the employee has exhausted his or her forty (40) hours of EPL for the calendar year. Once an employee has exhausted his or her forty (40) hours of EPL for the calendar year vacation time under Article 14 shall no longer be allowed for the use in one- hour increments.

Absent an emergency, illness or other sudden necessity, an employee shall give reasonable notice to their supervisor of their intent to use EPL. Use of EPL must be scheduled to prevent undue hardship as determined by the employer.

ARTICLE 16

Insurance and Pensions

The District shall provide health and dental insurance under the Maine Municipal Employees Health Trust and Dental Plan. The District shall pay a total of eighty –four percent (84 %) of the MMEHT Acadia Plan (formerly known as POS-C); including Income Protection Plan of 70%base income, Life Insurances based upon salary, Dental , Vision and Dependent Life Insurance Plans.

During open enrollment or qualifying event the employee shall have the option of switching from the MMEHT Acadia plan to a lesser plan with a lower premiums cost. The District shall pay eighty –four percent (84 %) of the MMEHT Acadia premium cost toward the

premium cost of the lesser plan selected by the employee. The Employee shall pay any remaining premium cost of the plan they have selected.

The District will continue to participate in the current Maine State Retirement System Plan Consolidated Plan for PLO Regular Plan A.

Any employee who does not chose to participate in the District's health insurance plan under MMEHT, shall receive an annual stipend of five thousand and five hundred dollars (\$5,500.00) to be paid incrementally each pay period so long as the employee remains employed by the District. Any employee taking this stipend must annually provide written proof of health insurance coverage that meets the requirements of the Patient Protection and Affordable Care Act as a requirement for the stipend eligibility.

ARTICLE 17

Wages

Employees shall be compensated in accordance with the wage schedule attached to this Agreement, as marked Appendix A. The attached wage scale shall be considered a part of this Agreement. When any position not listed on the wage scale is established, the District may designate a job classification and rate structure for the position.

Employees shall receive the following wage increases:

1. Effective January 1, 2025: Increase the 1/1/24 rates by 4.5%
2. Effective January 1, 2026: Increase the 1/1/25 rates by 4.0%
3. Effective January 1, 2027: Increase the 1/1/26 rates by 3.5%

The Lead Person hourly rate shall be increased from \$28.75 to \$29.75 effective 1/1/25 prior to application of the first annual wage increase above on January 1, 2025.

In addition to wages provided for under Appendix A, employees shall receive longevity payments in accordance with the following schedule:

<u>Years of Service</u>	<u>Effective 01/01/2025</u>
Over three (3) years, but less than five (5) years	\$15.00 per week
Over five (5) years, but less than ten (10) years	\$20.00 per week
Over ten (10) years, but less than fifteen (15) years	\$25.00 per week
Over fifteen (15) years but less than twenty (20) years	\$30.00 per week
Over twenty (20) years	\$40.00 per week

The longevity increases shall be added to the employee's weekly pay upon attainment of the employee's anniversary date and shall continue for the term of this agreement.

Wage Stipends

All employees who obtain and maintain a Water Distribution System and/or Water Treatment System license will be eligible to receive an annual stipend of seventy-five dollars (\$75.00) multiplied by the highest class water operator license (Distribution or Treatment) for possessed by the employee. Employees will receive the stipend for either their Water Distribution license or their Water Treatment license, but not for both. The license must be both current and active for the employee to receive a stipend.

Employees required to maintain a Commercial Driver's License who possess a Class A endorsement to their driver's license shall receive a one hundred dollars (\$150.00) stipend per year.

Employees designated by the District (two currently) to perform backflow testing and who possess a NEWWA Backflow Prevention Device Inspector/Tester Certification will be eligible to receive an annual stipend of one hundred and fifty (\$150.00) dollars. The certification must be both current and active for the employee to receive this stipend. This is in addition to the Water Distribution/Treatment stipend.

An employee designated as the "Flushing Advisor" will receive a minimum of one (1) hour overtime to oversee the nightly set-up and plans of the flushing operations, when the "Advisor" is not scheduled to work on the flushing crew. This will not be considered Call Time and will not be subject to minimum hours associated with Call Time. The number of hours worked by the "Advisor" will be subject to review by the Superintendent.

ARTICLE 18

Seniority

Definition

Seniority means an employee's length of continuous service with the employer since his last date of hire.

Probation Period

All employees shall serve a probationary period of one hundred eighty (180) days and shall have no seniority rights during this period. All employees who have worked said one hundred eighty (180) days shall be known as permanent employees and the probationary period shall be considered part of the seniority time. During the probationary period the employer may remove the probationer at any time.

Seniority List

The employer agrees to establish a seniority list, which will be posted on the bulletin board and be changed every six (6) months. Whenever an employee leaves his position through

retirement, separation or discharge, or for any other reason the employee shall be removed from the seniority list.

Breaks in Continuous Service

An employee's continuous service shall be broken by voluntary resignation, discharge for just cause, and retirement. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

Vacancies

When a permanent vacancy occurs, the employee with the highest seniority, provided qualified, shall be given the first opportunity to fill the vacancy, however if the employee does not avail himself of the opportunity, or is shown not to be qualified by the District, then it should go to the next senior person, etc. All permanent vacancies shall be posted on bulletin boards for a period of ten (10) working days and the position shall be filled within twenty (20) working days after the expiration of said posting period.

In the event that a regular Employee is selected and retained in said permanent vacancy for a period of thirty (30) days or more, he or she shall then be considered qualified and allocated to said job, otherwise the Employee shall be returned to his or her former position. Employees who are selected to fill a vacancy shall have a period of ten (10) working days in which to return to their former position without loss of seniority and at their previous rate of pay.

If an Employee is not chosen for a vacancy, the District shall, upon request of the Employee, notify him or her of the reasons, therefore. If the Employee feels he or she has reason to dispute the District's decision, he or she may appeal same through the established grievance procedure.

Layoff

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority by classification. Employees who are laid off shall be permitted to bump (replace an employee with less seniority) any Employee in an equal or lower job classification, provided the bumping Employee has greater seniority than the Employee who he bumps, and is qualified. Employees shall be given at least fourteen (14) day written notice prior to the effective date of any layoff.

Employees shall be recalled (or reinstated to their former positions) from layoff in accordance with their seniority. It shall be the responsibility of the Employee on layoff status to provide the District with his current address. The District agrees to send a certified letter to the last known address of the laid-off Employee and to allow a fourteen (14) day period for the Employee to respond affirmatively that he will accept reemployment; said fourteen (14) days to run from the Employee's signature on the mailing receipt of the certified letter. In every case, a copy of such notice shall be given to the President of the Local Unit.

No new employees shall be hired until all employees on layoff status desiring to return to work and reachable according to the provisions of the preceding paragraph have been recalled.

ARTICLE 19

Leaves of Absence

PAID LEAVES

Bereavement Leave – In the event of death in the immediate family of an Employee, the Employee shall be granted five (5) days leave of absence with full pay to make household adjustments, arrange for medical services, or to attend funeral services. This leave shall be taken within one (1) week of the death of the family member or at the time of the actual internment.

Immediate family is defined as spouse, domestic partner as defined by State law, mother, father, children, stepparents, and stepchildren.

Employee shall be granted three (3) days of such bereavement leave of absence at the time of death or actual internment of a sibling, grandparent, grandchild, mother-in-law, and father-in-law.

Employee shall be granted one day of such bereavement leave of absence at the time of death or actual internment of an aunt, uncle, niece or nephew.

The Superintendent may, at his or her sole discretion, allow the use of up to two days of sick leave in addition to the above defined bereavement leave if the Superintendent determines that distance or extenuating circumstances are a factor.

Jury Duty – Employees shall be granted a leave of absence, with pay, anytime they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service.

Maine Paid Family and Medical Leave (PFML) – The Maine Paid Family and Medical Leave (PFML) law rules and payroll withholdings will begin on January 1, 2025. The contribution per employee is 1.0% of an individual's wages, split equally between the employee and the District. Benefits are scheduled to become available May 1, 2026. The District and Union agree that either party may reopen the applicable portions of leave-related Articles 14, 15, 15-A and 19 for the limited topic of addressing the PFML.

UNPAID LEAVES

Medical Leave – A medical leave of absence shall be granted by the Superintendent upon due proof of Employee's physician that the leave is necessary for the Employee's health. A medical leave shall be granted by the Superintendent for a period up to six (6) months. The six (6) month period is to commence upon expiration of all accumulated sick leave and vacation leave. The medical leave may be extended at the sole discretion of the Superintendent for up to an additional six (6) months.

Military Leave – Any employee who is a member of a Reserve Force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or to perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity. Any employee who enters into active service in the Armed Forces of the United States while in the service of the Employer shall be granted a leave of absence for a period of military service.

ARTICLE 20

Disciplinary Procedure

Disciplinary action or measures shall include only the following:

- Oral reprimand;
- Written reprimand;
- Suspension (notice to be given in writing);
- Discharge (notice to be given in writing).

Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee or for violation of work rules as set forth. Any disciplinary action or measure imposed upon an employee shall be done for just cause. The District shall follow progressive discipline except for severe violations or severe offenses.

If the Employer has reason to reprimand an Employee it shall be done in a manner that will not embarrass the employee before other employees or the public.

The Employer shall not suspend or discharge any employee without just cause without prior written notice of all charges to the affected employee and the Unit President.

The Union shall have the right to take up the suspension and/or discharge as a grievance at Step 3 of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

ARTICLE 21

Settlement of Disputes

Grievance and Arbitration Procedure

Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, and also charges of favoritism or discrimination shall be settled in the following manner:

Step 1 – The Union Steward, with or without the Employee, shall take up the grievance or dispute with the Superintendent within ten (10) working days of the date of the grievance or the Employee's knowledge of its occurrence. The Superintendent shall attempt to adjust the matter and shall respond to the steward within three (3) working days.

Step 2 – If the grievance has not been settled, it shall be presented in writing by the Union Steward or the Union Grievance Committee to the Superintendent within three (3) working days after the Superintendent's response is due. The Superintendent shall respond to the steward or the grievance committee in writing within seven (7) working days.

Step 3 – If the grievance still remains unadjusted, it shall be presented by the Union Steward, Union Representative or grievance committee to the District Trustees, in writing, within five (5) working days after the response of the Superintendent is due.

The Trustees shall respond, in writing, to the Union Steward, grievance committee or Union representative (with a copy of the response to the Local President) within ten (10) working days, or the working day following the next scheduled Trustees meeting, whichever is longer.

Step 4 – If the grievance is still unsettled, either party may within fifteen (15) working days after the reply of the Trustees is due, by written notice to the other, request arbitration.

Any requests for arbitration shall be made by certified mail or by personal service.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) working days after notice has been given. If the parties fail to select an arbitrator, the State Board of Arbitration and Conciliation may be requested within ten (10) working days of the deadline to select an arbitrator by either or both parties to serve as arbitrators on the grievance.

The decision of the arbitrator or arbitrators shall be final and binding on the parties and the arbitrator or arbitrators shall be requested to issue his or their decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

Any grievance not initiated or processed in accordance with the procedures stated herein shall be deemed waived.

Grievance Committee

Employees selected by the Union to act as Union representatives shall be known as “Stewards”. The names of employees selected as stewards and the names of other Union representatives who may represent employees shall be certified in writing to the Employer by the local union and the individuals so certified shall constitute the union grievance committee.

The Employer shall meet upon request at a mutually convenient time with the Union grievance committee.

All grievance committee meetings shall be held during working hours on the Employer’s premises and without loss of pay.

The purpose of grievance committee meetings with the Employer is to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the Employer other issues which would improve the relationship between the parties.

Grievance committee members may investigate and process grievances during working hours without loss of pay.

ARTICLE 22

Lockout/Strikes

No lockouts of employees shall be instituted by the Employer during the term of this Agreement. The employees agree not to engage in any work stoppage, slowdown, or strike.

ARTICLE 23

Contracting and Subcontracting

During the term of this Agreement, the District shall not contract out any work which would result in a reduction of staff or reduce the regular scheduled working hours of the employees.

ARTICLE 24

General Provisions

Pledge Against Discrimination and Coercion

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of employees to become members of the Union or refrain from becoming members of the Union and there shall be no discrimination, interference, or restraint because of Union membership or non-membership or because of any employee activity in an official capacity on behalf of the Union, or any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interferences, restraint or coercion.

Union Bulletin Board

The Employer agrees that the Union may continue to use the bulletin board space as now provided. The Union shall limit its posting of notices and bulletins to such bulletin board. The Union agrees that they will refrain from posting any inflammatory or derogatory remarks concerning any individual.

Union Activities on Employer's Time and Premises

The Employer agrees that during work hours on the Employer's premises and without loss of pay, Union representatives shall be allowed to post union notices, to distribute union literature, solicit union membership during employee's non-working time, attend negotiating meetings, transmit communications authorize by the Local Union or its officers to the Employer, his representatives, consult with the Employer, his representatives, Local Union officers or other Union representatives concerning the enforcement of any provision of this Agreement.

Visits by Union Representatives

Upon notification to the Superintendent, the Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, Local Union representatives, district council representatives, or international representatives shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business.

ARTICLE 25

Work Rules

The District shall have the right to establish rules and regulations that are not inconsistent with the terms of this Agreement and to make changes in existing rules and regulations that are not inconsistent with the terms of this Agreement.

When existing rules and regulations are changed or new rules or regulations are established, they shall be posted prominently on all bulletin boards for a period of ten (10) working days before becoming effective.

The District further agrees to furnish each Employee in the bargaining unit with a copy of all existing work rules and/or changes in existing rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaint as to the reasonableness of any new or existing rule or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

ARTICLE 26

Uniforms and Protective Clothing

If any Employee is required to wear uniform, protective clothing or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the Employee by the Employer.

On or about January 1, the District shall provide five (5) additional uniforms shirts to non-office employees. January 1st of each year each non-office employee shall receive up to two hundred and twenty-five dollars (\$225) towards the purchase of work pants. The purchase must be of pants satisfactory to the Superintendent and the employee must provide receipts for the same.

Uniform selection shall be at the sole discretion of the Superintendent. Uniforms are to be worn at all times when employees are on duty and are not to be worn any other time.

Employees are to be responsible for maintaining the uniforms.

On January 1, the District shall contribute up to three hundred (\$300) for the purchase of one pair of safety toe work shoes for non-office employees. The purchase must be safety shoes as determined by the Superintendent and the employee must provide receipt for the same.

Effective upon execution of this Agreement the District will contribute up to one-hundred seventy-five (\$175) dollars toward the purchase of one pair of safety toe rubber boots satisfactory to the Superintendent. The employee must provide receipt of same. At the discretion of the Superintendent further safety toe rubber boot allowance may be allowed if it is determined by the Superintendent an employee's safety toe rubber boots are damaged or worn beyond functional use. This further allowance is intended solely to replace the safety toe rubber boots purchased following execution of this Agreement.

Subject to the Superintendent's approval of the type of coat, all employees that require one will be provided with a winter coat every odd numbered year of which will be up to one hundred and twenty – five (\$125.00) dollars per employee requiring clothing.

ARTICLE 27

Management Rights

Except as limited by the terms of this Agreement, the Sanford Water District shall have the exclusive control of its operation; right to exercise the regular and customary functions of management; the right to subcontract work; the direction of the working force; the establishment of methods of operation; the establishment of plans for increased efficiency; standards of performance rate and quality; the right to hire; the right to select or employ supervisory employees; the right to establish and enforce reasonable rules and regulations, the right to sell out in whole or in part any of its operations if it is economically advisable.

ARTICLE 28

Separability and Savings Clause

If any Article or Section of this contract, or of any riders thereto, should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereof or the application of such Article or to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 29

Embodiment of Agreement

Except as herein provided, neither party shall demand any modification of this Agreement. This Agreement includes the entire understanding of the parties on all matters,

which were or could have been the subject of collective bargaining negotiations. During the term of this Agreement neither party shall be required to bargain with respect to any such matter, whether or not within the knowledge of or contemplation of either or both of the parties, at the time they bargained for or executed this Agreement.

ARTICLE 30

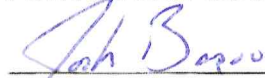
Termination

This Agreement shall be effective as of the 1st day of January 2025 and shall remain in full force and effect until the 31st day of December 2027. It shall be renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it is desired to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other. In the event that either party desire to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

In the event that either party desire to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this 15 day of November, 2024.

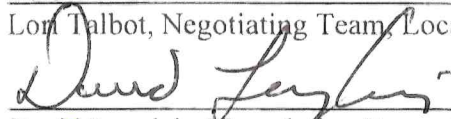
FOR AFSCME COUNCIL 93



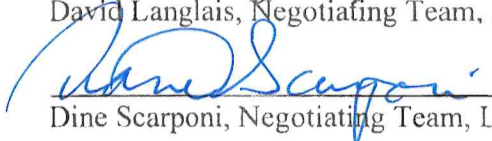
Josh Basso, AFSCME Staff Representative



Lori Talbot, Negotiating Team, Local 481-10

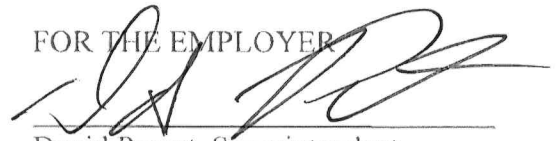


David Langlais, Negotiating Team, Local 481-10



Dine Scarponi, Negotiating Team, Local 481-10

FOR THE EMPLOYER



David Parent, Superintendent

Appendix A

Wage Scale

	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Classification		4.50%	4.00%	3.50%
Foreman	\$33.73	\$35.25	\$36.66	\$37.94
Water Quality Operator	\$28.87	\$30.17	\$31.38	\$32.48
Lead Person	\$28.75	\$31.09	\$32.33	\$33.46
Equipment Operator	\$28.09	\$29.35	\$30.52	\$31.59
Service Coordinator	\$27.91	\$29.17	\$30.34	\$31.40
Distribution Operator	\$27.42	\$28.65	\$29.80	\$30.84
Meter Reader/Distribution Operator	\$27.42	\$28.65	\$29.80	\$30.84
Administrative Assistant	\$27.30	\$28.53	\$29.67	\$30.71
Billing Clerk	\$27.30	\$28.53	\$29.67	\$30.71

