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**AGREEMENT BETWEEN**

**TOWN OF OLD ORCHARD BEACH**

**WATER POLLUTION CONTROL FACILITY**

**AND**

**OLD ORCHARD BEACH WASTE WATER EMPLOYEE'S ASSOCIATION**

**JULY 1, 2015 TO JUNE 30, 2018**

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55 **AGREEMENT**

56  
57 This Agreement is entered into by the Town of Old Orchard Beach, hereinafter referred to as  
58 the "Employer", and Old Orchard Beach Waste Water Employees Association, hereinafter  
59 referred to as the "Association."

60  
61 **ARTICLE 1: RECOGNITION**

62  
63 Section 1: The Employer recognizes the Association as the sole and exclusive bargaining agent  
64 for the purpose of establishing salaries, wages, hours and working conditions pursuant to 26  
65 M.R.S.A. 965 for all employees of the Waste Water Department of Old Orchard Beach who are  
66 Association members and who are public employees as defined by M.R.S.A 962. This includes  
67 all public employees, except the Waste Water Superintendent.

68  
69 Section 2: All new employees shall serve a probationary period of six (6) months after  
70 beginning employment as public employees defined in Section 1 above during which  
71 time the Town may remove the probationary employee at any time.

72  
73 After thirty (30) days, the probationary employee, when hired for a permanent position, shall be  
74 subject to all other clauses of this Agreement.

75  
76 **ARTICLE 2: ASSOCIATION SERVICE FEE**

77  
78 Any present or future employee who is not an Association Member and who does not make  
79 application for membership, shall sign a payroll deduction form to pay to the Association each  
80 week a service charge as a contribution toward the administration of his/her Agreement in an  
81 amount equal to ninety percent (90%) of the regular weekly dues.

82  
83 It is understood that the Town will only collect dues and service fees when an  
84 employee has signed a check-off authorization form. It is understood that the Town  
85 will not be required to take any disciplinary action against any employee who does not  
86 sign a check-off authorization. The Association shall indemnify, defend and hold the  
87 Employer harmless against all claims, suits, legal costs, and penalties which may arise  
88 by reason of any action taken in making deductions of said Association fees and  
89 remitting the same to the Association pursuant to this Article.

90  
91  
92 **ARTICLE 3: ASSOCIATION MEMBER DEDUCTIONS**

93  
94 The Association shall have the exclusive right to Association deductions for employees included  
95 within the applicable bargaining unit and subject to the following provisions:

96 The Employer agrees to deduct the Association's weekly membership dues, fair share fees  
97 from the pay of those employees who individually request in writing that such deductions be  
98 made. The amounts to be deducted shall be certified to the Employer by OOBWWEA, and the  
99 aggregate deductions of all employees shall be submitted together with a list of employees  
100 having deductions made and the total amounts deducted for each of those employees to the  
101 Association in a weekly check.

102 The written authorization for payroll deductions of Association membership dues shall be  
103 irrevocable during the term of this Agreement except that an employee may revoke the  
104 authorization, provided the employee notifies, in writing, the Employer and OOBWWEA at least  
105 thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.  
106 The Association shall indemnify, defend and hold the employer harmless against all  
107 claims, suits, legal costs, and penalties which may arise by reason of any action taken  
108 in making deductions of said dues and remitting the same to the Association pursuant  
109 to this Article.

110

111

## 112 **ARTICLE 4: HOURS OF WORK**

113

### 114 **Section 1 - Regular Hours**

115

116 The regular hours of work each day shall be consecutive, except for interruptions for lunch  
117 periods. References to consecutive hours of work in the balance of this Article shall be  
118 construed generally to include lunch periods.

119

### 120 **Section 2 - Work Day**

121

122 The regular work day for Wastewater Pollution Control Facility personnel shall be from Monday  
123 through Thursday 6:30 a.m. to 3:00 p.m. and 6:30 am to 12:30 on Fridays for the Maintenance  
124 Department. Monday through Thursday 7:00 a.m. to 3:30 p.m. and on Fridays 6:30 a.m. to  
125 12:30 p.m. for the Operation's Department.

126

127 The employee's will have up to fifteen (15) minutes clean up time at the end of the work shift.  
128 The employee's will have the option of working (4) four (10) ten hour days Monday through  
129 Thursday. Management reserves the right to return to the regular work day as outlined above  
130 with a fourteen (14) day notice

131

132 The primary on-call personnel shall receive thirty dollars (\$30.00) pay for each weekday they  
133 carry the pager with the exception of holidays. In addition, the primary call personnel shall  
134 receive seventy five dollars (\$75.00) pay for each Saturday, Sunday and full holidays that they  
135 carry the pager and three (3) hours overtime pay for each scheduled maintenance check for  
136 each Saturday, Sunday, and full holidays that they carry the pager.

137

138 Secondary on-call personnel shall receive ten dollars (\$10.00) pay for each weekday they carry  
139 the pager with the exception of holidays. In addition secondary on-call personnel shall receive  
140 fifty dollars (\$50.00) pay for each Saturday, Sunday and full holiday(s). Secondary on-call  
141 personnel shall receive one hour (1) of overtime to answer and solve issues by phone with the  
142 primary on-call personnel. This overtime is not in addition to the normal call hours, if the on-call  
143 personnel must report to the Department to correct the issue.

144

145 Employees on-call shall carry a pager for seven (7) days, twenty-four (24) hours per day  
146 beginning on Monday at their regular shift. Employees shall be paid all other hours in the event  
147 of a call out during their period of stand-by in accordance with Article 12. Said employees shall  
148 be provided with a pager with the most optimum range. Weekend duties may be split with  
149 notification to the superintendent by the end of the work day Thursday. Any additional changes

150 regarding the work week and/or work day may be negotiated at will upon the consent of both  
151 parties.

152  
153 Section 3: During emergency situations, after employees have worked sixteen (16) consecutive  
154 hours, the Employer may send an employee home to rest for a maximum of eight (8) hours. In  
155 the event this situation occurs, the Employer shall not assign the Town equipment to any part-  
156 time or emergency employee except in an emergency as determined by the Waste Water  
157 Superintendent.

158  
159 If an employee is sent home to rest and told to return at a certain time and then his/her  
160 scheduled return is cancelled, said employee shall receive a minimum of six (6) hours pay.

161  
162 **ARTICLE 4A: WORK WEEK**

163  
164 Section 1: All hours worked outside of the regular work day described in Article 4,  
165 Section 2 shall be paid at the rate of one and one half (1½) times the employee's  
166 regular rate of pay. Overtime compensation shall not be paid more than once for the  
167 same hours under any provision of the Article, the Agreement, or State or Federal law.

168  
169  
170 Section 2: Compensatory Time

171  
172 If an employee makes a request to receive compensatory time for overtime hours worked, the  
173 Superintendent or his/her designee shall make the sole determination as to whether or not to  
174 grant compensatory time-off for overtime worked or pay overtime. Compensatory time shall  
175 only accumulate for up to forty (40) hours. Use of compensatory time shall be used with the  
176 expressed permission of Superintendent. Compensatory time may be used in hourly  
177 increments.

178  
179 Standby hours may not be converted to compensatory time.

180  
181 Section 3 Hazardous Pay

182 The Town agrees to pay an employee at time and a half (1 ½) while they are performing work in  
183 a "permitted" below grade Confined Space Entry.

184  
185  
186 **ARTICLE 5: REST PERIODS**

187  
188 Section 1: All employees' work schedules shall provide for a twenty (20) minute rest period  
189 during the morning one-half (½) shift. The rest period shall be scheduled, by the Supervisor, at  
190 an appropriate time of his/her one-half (½) shift whenever this is feasible. All other personnel  
191 will be granted two (2) fifteen (15) minute breaks - one (1) mid-morning and one (1) mid-  
192 afternoon.

193  
194 Section 2: Employees who for any reason work beyond their regular quitting time into the next  
195 shift shall receive a fifteen (15) minute rest period before they start to work on such next shift.  
196 In addition, they shall be granted the regular rest periods that occur during his/her shift.

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**ARTICLE 6: MEAL PERIODS**

Section 1: All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift, from 12:00 noon to 12:20 p.m.

**ARTICLE 7: HOLIDAYS**

Section 1: Holidays Recognized and Observed

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

- |                        |                                |
|------------------------|--------------------------------|
| New Year's Day         | 217 Columbus Day               |
| Martin Luther King Day | 218 Veteran's Day              |
| Washington's Birthday  | 219 Thanksgiving Day           |
| Patriot's Day          | 220 Day after Thanksgiving Day |
| Memorial Day           | 221 ½ day for Christmas Eve    |
| Independence Day       | 222 Christmas Day              |
| Labor Day              |                                |

Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work.

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

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

Section 2: Eligibility Requirements

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.

B. The employee worked his/her last scheduled work day prior to the holiday and the day after, unless he is excused by the employer, or he is absent for any reasonable purpose as determined by the Waste Water Superintendent.

C. If a holiday is observed on an employee's schedule day off or during his/her vacation, he/she shall have another day off.

253 Section 3: Holiday Pay

254  
255 Eligible employees who perform no work on a holiday shall be paid their regularly scheduled work  
256 day hours for that holiday at their current hourly rate of pay.

257 Example:

258 10 hours = 10 hours  
259 8.5 hours = 8.5 hours  
260 6 hours = 6 hours

261  
262 Section 4: Holiday Work

263  
264 If an employee works on any of the holidays listed above, he/she shall be paid the following rate of  
265 pay in addition to his/her holiday pay:

266  
267 Time and one-half (1½) his/her regular hourly rate for all hours worked.

268  
269 **ARTICLE 8: SICK LEAVE**

270  
271 Section 1: Allowance

272  
273 Any employee contracting or incurring any non-service connected sickness or disability which  
274 renders such employee unable to perform the duties of his/her employment shall receive earned  
275 sick leave with pay. Sick leave, with pay, will be granted for care of immediate family members.  
276 Immediate family members for his/her section shall be defined as parents, spouse, and children.

277  
278 Employees shall accrue 1.846 hours per weekly pay period up to a maximum of nine hundred and  
279 sixty (960) hours. Sick leave provisions shall not apply in cases of injury on the job. If the employer  
280 has reason to believe that an employee is not sick, said employee shall be required to submit for  
281 just cause, to the Town, proof of sickness from a doctor selected by the Town, at the town's  
282 expense. Sick time may be used in hourly increments.

283  
284 Employees shall be compensated in cash for fifty percent (50%) of their accumulated unused sick  
285 leave when they are permanently separated from employment as a result of voluntary resignation  
286 or retirement if the employee has worked for the Town for a period of ten (10) years or more.  
287 Employees with five (5) years of service, but less than ten (10) years, shall receive twenty five  
288 percent (25%) of their accumulated unused sick leave upon a voluntary separation. Any employee  
289 with less than five (5) years of service shall not receive any cash value for accumulated unused  
290 sick leave. In the event of death, one hundred percent (100%) payment is to be made to the  
291 estate or beneficiary of the employee.

292  
293 The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay  
294 in effect on the pay day immediately preceding the employee's separation. Payment shall be  
295 made within fourteen (14) days of separation unless mutually agreed otherwise.

296  
297 Section 2: Extended Leave

298  
299 The Town agrees that an employee out on sick leave for an extended period of time will be  
300 allowed to continue their participation in the Town's benefit plans, vacation and sick time accruals,  
301 depending on the individual circumstances and necessity of such leave.

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Section 3: Sick Leave Incentive

Employees who use twenty-four (24) hours of sick time or less in a twelve (12) month period shall be entitled to one (1) normal work day off with pay.

**ARTICLE 9: SENIORITY**

Section 1: A seniority list shall be established listing all employees covered by this Agreement, with the employee with the greatest seniority listed first. Seniority shall be based on the employee's date of hire and shall be retained by an employee for twenty-four (24) months from the date of termination.

Section 2: Seniority shall be considered in all matters affecting transfer, work shift, reduction in work force, recall, vacation preference and promotions. In the case of promotions, seniority shall be the determining factor provided the employees who are being considered for promotion are equally qualified.

Section 3: Promotions

The term promotion, as used in the provision, means the advancement of the employee to a higher paying position or the reassignment of an employee - at the employee's request to a position the employee considers to be in his/her best interest regardless of the rate of pay.

A. Whenever a job opening occurs - other than a temporary opening as defined below - in any existing job classification or as a result of development or establishment of new job classifications, a notice of such opening shall be posted on all bulletin boards for ten (10) working days.

B. During this period, employees who wish to apply for an open position or job - including employees on layoff - may do so. The application shall be in writing and it shall be submitted to the employee's immediate supervisor.

C. The Employer may fill the opening by promoting from among the applicants if qualified.

D. Employees who are promoted shall serve a sixty (60) day probationary period, during which time management may require the employee to go back to his/her original position. If the employee feels that they cannot cope with the new position, they may return to their original position within twenty (20) days.

E. Temporary job openings are defined as job vacancies that may periodically develop in any job classification but do not exceed ten (10) days. Job openings that recur on a regular basis that remain open more than the ten (10) days at a time shall not be considered temporary job openings, excluding summer help.

F. Temporary job openings may be filled by an employer assignment or reassignment, and the assignment or reassignment shall be made in terms of a promotion based upon seniority. Temporary assignments shall be considered as training assignments by which an employee may obtain experience that will enable him to qualify for future promotions.

353 G. Employees assigned to temporary job openings shall be paid the wage rate established for the  
354 job or their own wage rate whichever is higher providing a thirty (30) day training period has been  
355 logged to the credit of an individual employee. Said thirty (30) days need not be consecutive.  
356

357 Section 4: Transfer to Other Jobs  
358

359 Employees desiring to transfer to other jobs may submit an application in writing to their immediate  
360 supervisor. The application shall state the reason for the requested transfer.

361 Employees requesting transfers, for reasons other than the elimination of jobs, may be transferred  
362 to equal or lower paying job classification on the basis of seniority.  
363

364 Section 5: New or Vacant Jobs  
365

366 New jobs or vacancies in existing job classifications (job vacancies are existing job classifications  
367 that are not occupied due to a curtailment of operations, employee illness, employee leaves of  
368 absence, or any other reason) may be filled initially by the Employer on the basis of temporary  
369 transfer. During the period of temporary transfer, the job may be posted on all bulletin boards.  
370 Employees desiring to transfer to the job may submit an application in writing to their immediate  
371 supervisor. The Employer upon awarding the job, shall fill the new job classification or the vacant  
372 job within (10) days. Applicants from outside the bargaining unit shall start at the first step of the  
373 wage scale.  
374

375 Section 6: Lay Off and Recall  
376

377 In the event it becomes necessary to lay off employees for any reason, employees in the same  
378 classification shall be laid off in the inverse order of their seniority, and shall be recalled from layoff  
379 according to their seniority. For purposes of this/her section seniority shall be the time within the  
380 bargaining unit.  
381

382 In the event of a layoff or a reduction in the size of the work force an employee may bump an  
383 employee in a lower classification provided that there is an employee with less seniority to be  
384 bumped. The employee who is bumped shall enjoy similar bumping rights. No employee may  
385 bump into a job for which he is not experienced or qualified nor may an employee bump in any  
386 instance in which there is no junior employee for him to replace.  
387

388 Employees on layoff shall retain pension and all other seniority rights for up to twenty-four (24)  
389 months while on layoff.  
390

391 No new employees shall be hired until all employees in the same classification on layoff status  
392 desiring to return to work have been recalled. All employees recalled from layoff shall be returned  
393 to the job classification from which they were laid off.  
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**ARTICLE 10: ANNUAL VACATIONS**

Section 1: Employees shall begin accruing eighty (80) hours vacation time annually upon date of hire, however shall not be entitled to their accrued time until completion of their six (6) month probationary period.

YEARS OF CONTINUOUS SERVICE (BEGINNING ACCRUAL)	MAXIMUM ANNUAL VACATION HOURS ACCUMULATION	HOURS OF VACATION ACCRUED PER WEEKLY PAY PERIOD
Date of hire through 3 <sup>rd</sup> year	80 hours	1.538 hours
Beginning 4 <sup>th</sup> year through 10 <sup>th</sup> year	120 hours	2.307 hours
Beginning 11 <sup>th</sup> year through 20 <sup>th</sup> years	160 hours	3.076 hours
Beginning 21 <sup>st</sup> year to retirement	200 hours	3.846 hours

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Section 2: Employees hired prior to 7/1/2015, are grandfathered and shall be accruing vacation time in the current year to be used after their next year's anniversary date. The employee shall be allowed to carry eighty hours (80) of vacation into a subsequent year.

Employees hired after 7/1/2015, shall be allowed to carry over eighty hours (80) of vacation leave. If the employee has more than the allowed hours to carry over, the employee shall not accrue said time until they bring the hours down below the carry over limit, and said time shall start to accrue again.

Management will make every effort to afford reasonable time off for the vacation time requested, given however, that the successful operation of the plant is the highest priority. To that end, a mutually agreed upon system will be developed to accommodate vacation time requests to try to prevent any employee from not taking their desired time off. If for some reason beyond the reasonable control of the employee, management has contributed to the inability of an employee to take the expected vacation time off, the employee may be able to carry forward no more than 80 hours of vacation.

An employee may be allowed to work vacation at a straight time rate of pay with the expressed approval of the Town Manager.

Section 3: Vacations will be scheduled based on department operational needs at the discretion of the Department Head. Vacation time shall be used in hourly increments.

Section 4: Town agrees to allow one unit employee per week to be on vacation during June, July, and August with a maximum of two (2) weeks per employee during these months. Employees will not be eligible to select weeks during his/her time when they are on either Primary call or Back up on call duties. Selection will be based on seniority and will continue year to year until opportunities for selection have been afforded to all employees on the seniority list, then selection opportunities shall begin again at the top of the seniority list. Vacation scheduling shall be subject to needs of Wastewater Department.

439 **ARTICLE 11: PAID LEAVES**

440  
441 **Section 1: Bereavement Leave**

442  
443 In the event of a death in the employee's immediate family, employees may be granted a leave of  
444 absence with pay of up to five (5) days. Immediate family is defined as an employee's spouse,  
445 domestic partner, parent, child/stepchild, brother, sister, and/or grandparents. This leave is  
446 intended for use during the work days that fall within the family member's time of death and the  
447 day after the funeral. This leave may also be used for delayed services with the prior approval of  
448 the departmental supervisor.

449  
450 In the event of the death of an employee's father-in-law, mother-in-law, brother-in-law, and/or  
451 sister-in-law, the employee may be granted up to three (3) days leave of absence with pay to  
452 make household arrangements and/or to attend the funeral services.

453  
454 An additional day of paid bereavement leave may be granted if an employee is required to travel to  
455 a location that is 250 miles or more from Old Orchard Beach in order to make said household  
456 arrangements or to attend the funeral services.

457  
458 **Section 2: Jury Duty**

459  
460 Employees shall be granted a leave of absence for jury duty or jury services and be paid the  
461 difference in salary pay, upon presentation of proof, and jury pay. If an employee is excused from  
462 jury duty, he/she will return to work within one (1) hour.

463  
464 **Section 3: Civic Duty**

465  
466 Employees required to appear before a court or other public body on any matter not related to  
467 their work and in which they are not personally involved (as a plaintiff or defendant) and  
468 employees elected or appointed to any non-municipal political or non-municipal legislative position  
469 who request a leave of absence may be granted a leave of absence, without pay, for a reasonable  
470 period to fulfill these responsibilities.

471  
472 **Section 4: Personal Leave**

473  
474 Unit employees shall be allowed sixteen (16) hours of personal leave per calendar year. Said  
475 personal hours shall only be taken with the approval of the Superintendent. Personal hours may  
476 be used in hourly increments. Personal hours do not accumulate year to year.

477  
478  
479 **ARTICLE 12: CALL TIME**

480  
481 Any employee called to work outside of his/her regularly scheduled shift shall be paid for a  
482 minimum of four (4) hours at the rate of time and one half (1½).

483  
484 If an employee is called in over two (2) hours prior to the start of their shift, they will receive four  
485 (4) call hours. If an employee is called in sixty-one (61) minutes to two (2) hours prior to the start  
486 of their shift, they will receive two (2) call hours. If an employee is called in one (1) hour or less  
487 prior to the start of their shift, they will receive overtime for time worked.

489 **ARTICLE 13: INSURANCE AND RETIREMENT**

490  
491 **Section 1: Worker's Compensation**

492  
493 Worker's Compensation shall be governed and applied in accordance with the applicable State of  
494 Maine Workers' Compensation Law.

495  
496 All job-related injuries and/or illnesses shall be immediately reported to the employee's supervisor  
497 who, with the employee's assistance, shall submit the first report of injury form. Supervisors are  
498 responsible for reporting an injury within twenty-four (24) hours of its occurrence, or their  
499 knowledge of the occurrence, regardless of the timing of the employee's first written report.

500  
501 Employees who are eligible to receive Workers' Compensation benefits will receive the percentage  
502 of pay covered by Workers' Compensation for the duration of the Workers Compensation  
503 coverage period. Employees will be given the option to use their accumulated sick time to offset  
504 the amount paid under Workers Compensation for the duration of Workers' Compensation benefit  
505 eligibility period. The weekly amount paid to an employee through the combination of sick time  
506 pay and Workers' Compensation benefits during the period of eligibility shall not exceed the  
507 employee's regular weekly base pay prior to the injury.

508  
509 Until such time as the employee is capable of returning to his/her position, the Town may assign  
510 the employee to other duties or to another position within the Town on a temporary or regular  
511 basis consistent with the abilities of the employee.

512  
513 **Section 2: Health Insurance**

514  
515 A comprehensive health insurance plan is available to regular full time employees. The Town will  
516 pay eighty percent (80%) of the premium cost of this coverage for the employee and his/her  
517 qualifying dependents. The Town further agrees to provide the MMEHT (Maine Municipal  
518 Employees Health Trust) Comprehensive Point of Service (POS C) plans or a plan(s) that is/are  
519 equal to or better than the present coverage.

520  
521 Each employee covered under this bargaining Agreement will pay twenty percent (20%) of the  
522 premium cost for their individual health insurance plan. Employees will be given the option of  
523 having their portion of this cost withheld through payroll deduction with either pre or post- tax  
524 dollars.

525  
526 Eligibility for our group health insurance plan is determined according to the guidelines set forth by  
527 the health insurance plan administrator.

528  
529 Employees who choose not to enroll under our group health insurance plan and who can provide  
530 documentation that they have health insurance coverage under a spouse/partner's plan may be  
531 eligible to receive cash in-lieu-of this benefit. Employees who are eligible for the in-lieu-of benefit  
532 will receive twenty percent (25%) of the Town's share of annual single rate premium from the POS  
533 plan. Cash-in-lieu payments will be made on a weekly basis through regular payroll processing.  
534 Any cash-in-lieu payments will be taxed in conjunction with an individual's regular gross taxable  
535 earnings.

539 Section 3: Life Insurance

540  
541 All full-time employees have the option of enrolling in our group life insurance plan. The Town will  
542 pay the basic life insurance premium (equaling 1x an individual's annual salary) for these  
543 employees. Any supplemental life insurance coverage that an employee chooses will be paid by  
544 the employee through regular payroll deduction.

545  
546 Section 4: Retirement

547  
548 On behalf of unit members, the Town shall contribute a percentage of an individual's gross  
549 earnings to either the Maine Public Employees Retirement System (MainePERS, formerly known  
550 as the Maine State Retirement System) OR to the International City Management Retirement  
551 Corporation (ICMA). The system to which contributions are made is dependent on an individual  
552 employee's preference and personal choosing.

553  
554 If an employee chooses to enroll under the ICMA plan, the Town will contribute five percent (5%)  
555 of an individual's gross earnings to their plan. In addition to this employer portion, the employee  
556 has the option of contributing to the plan as well (up to the annual percentage limits set forth by  
557 the ICMA plan). Participants are fully responsible for any fees assessed by the Plan and are  
558 responsible for choosing from among a number of investment options.

559  
560 If an employee chooses to enroll under MainePERS, both the participant's portion and the Town's  
561 matching contributions are mandated by MainePERS.

562  
563 Employee contributions for either plan will be withheld through payroll deductions. The Town is  
564 not liable for any tax implications to individual plan participants.

565  
566 Unit members may enroll in either or both plans. However, the Town will only pay into one  
567 retirement plan on an individual employee's behalf.

568  
569 Section 5: Eye Glasses

570  
571 The Town agrees to pay the cost of replacement of an employee's prescription/safety eyeglasses  
572 that are damaged or destroyed during working hours, including any related medical costs.

573  
574 Section 6: Health Insurance upon Retirement

575  
576 Upon retirement an employee may continue his/her membership in the Town's health insurance  
577 program, at his/her own expense, until such time as the employee becomes eligible for federally  
578 subsidized health insurance such as Medicaid or Medicare.

579  
580 Section 7: Inoculations

581  
582 The Town shall pay for employee inoculations determined by the Town to be required for the safe  
583 performance of an employee's assigned responsibilities. In order to qualify for payment,  
584 employees must schedule such inoculations through the Town and must utilize a physician  
585 selected by the Town.

589 Section 8: Dental

590

591 The Town agrees to provide fifty percent (50%) payment for said dental insurance plan. For  
592 example, depending upon each employee's legal status, the Town will pay fifty percent (50%)  
593 family coverage or fifty percent (50%) employee and spouse coverage or fifty percent (50%) single  
594 employee coverage. The employee's share shall be made through payroll deduction.

595

596 The Town will provide either Maine Municipal Employees Health Trust Dental Plan A or equivalent.

597

598 Section 9: Short Term Disability

599

600 The Town currently provides income protection coverage (i.e., short term disability insurance) to all  
601 full time employees through the Maine Municipal Employees Health Trust. The Town currently  
602 pays to insure each employee for fifty-five percent (55%) of his/her base pay. Employees may  
603 choose a coverage level higher than the fifty-five percent (55%) and may pay the additional  
604 premium for this coverage through a weekly payroll deduction.

605

606 It shall be the employees' responsibility to complete and submit all claim forms in accordance with  
607 the rules and requirements of the insurer and/or plan administrator. Employees may obtain copies  
608 of the applicable forms and instructions from the Town's Human Resource Office upon request.  
609 All determinations regarding eligibility for benefits will be made by the insurer and/or the plan  
610 administrator. Any dispute between an employee and the insurer and/or plan administrator  
611 regarding this benefit shall not be the subject of a grievance under this Agreement.

612

613 Section 10: Liability Insurance

614

615 The Town provides liability insurance coverage for employees covered by this Agreement to the  
616 extent and limits stated in such policy of insurance. Such policy shall defend the employee when  
617 sued for damages as a result of acts as stated, defined and limited in said policy which arise out of  
618 and in the regular course of duty. The limits of liability coverage as stated in said policy meet or  
619 exceed the following limits:

620

621 Each Person	Policy Period Aggregate
622 \$1,000,000	\$1,000,000

623

624

625 ARTICLE 14: DISTRIBUTION

626

627 Overtime work shall be distributed equally to employees working within the same job classification.  
628 The distribution of overtime shall be equalized over each six (6) month period beginning on the  
629 first day of the calendar month following the effective date of this Agreement, or on the first day of  
630 any calendar month this Agreement becomes effective.

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**ARTICLE 15: DISCIPLINE AND DISCHARGE**

**Section 1: Discipline**

It is the intent of the Town to follow the concept of progressive discipline and just cause for employees with the understanding that the discipline steps listed below may be bypassed by management depending on the severity of the offense.

Disciplinary action or measures shall include only the following:

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

Disciplinary action may be imposed upon an employee only for failing to fulfill his/her responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand the employee, it shall be done in a manner that will not embarrass the employee before other employees or the public except the final disposition of discipline is subject to public review as permitted by law.

**Section 2: Discharge**

The Employer shall not discharge any non-probationary employee without just cause. An employee will not be terminated from employment without first being notified of the reasons for termination and offered the opportunity to respond to the charges. The reasons for termination must be in writing. The Town recognizes the right of an employee to have an Association representative present at a disciplinary hearing or meeting.

The Association shall have the right to take up the suspension and/or discharge as a grievance at the third step 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.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

If, in the course of the grievance procedure, it is determined by the parties that an offense was committed but also that termination is too harsh a penalty for the offense committed the parties may mutually agree to a waiver of the preceding paragraph. An arbitrator shall also have the authority to amend the preceding paragraph.

686 **ARTICLE 16: SETTLEMENT OF DISPUTES**

687  
688 **Section 1: Grievance and Arbitration Procedure**

689  
690 Any grievance or dispute which may arise between the parties, involving the application, meaning,  
691 or interpretation of this Agreement, shall be settled in the following manner:

692  
693 Step I - The Association Steward, with or without the employee, shall take up the grievance  
694 or dispute orally with the Waste Water Superintendent within ten (10) working days of the  
695 date of the grievance or when by reasonable diligence the employee should have known of  
696 its occurrence. The Waste Water Superintendent shall attempt to adjust the matter and  
697 shall respond orally to the Steward within seven (7) working days.

698  
699 Step II - If the Grievance has not been settled, it shall be presented in writing by the  
700 Association Steward or the Association Grievance Committee to the Waste Water  
701 Superintendent within seven (7) working days after the Waste Water Superintendent's  
702 response under Step I is received. The Waste Water Superintendent shall respond to the  
703 Association Steward or the Association Grievance Committee in writing within seven (7)  
704 working days.

705  
706 Step III - If the grievance still remains unadjusted, it shall be presented by the Association  
707 Steward, Association Representative or Association Grievance Committee to the Town  
708 Manager in writing within seven (7) working days after the response of the Waste Water  
709 Superintendent is received. Town Manager shall respond in writing to the Association  
710 Steward, Representative or Grievance Committee (with a copy of the response to the  
711 Association President) within fifteen (15) days after receipt of Associations written Step III  
712 response.

713  
714 Step IV - If the grievance is still unsettled, either party may, within fifteen (15) working days  
715 after the reply of the Town Manager is received, by written notice to the other, request  
716 arbitration.

717  
718 The arbitration proceeding shall be conducted by an arbitrator(s) to be selected by the Employer  
719 and the Association within seven (7) working days after notice has been given or the parties may  
720 mutually agree to in writing request the assignment of an arbitrator(s) through the Maine Board of  
721 Arbitration and Conciliation. If the parties fail to select an arbitrator(s), either party may request  
722 the assignment of an arbitrator(s) by the American Arbitration Association.

723  
724 The decision of the arbitrator(s) shall be final and binding on the parties, and the arbitrator(s) shall  
725 be requested to issue a decision within thirty (30) days after the conclusion of testimony and  
726 argument.

727  
728 Expenses for the arbitrator(s) services and the proceedings shall be borne equally by the  
729 Employer and the Association. However, each party shall be responsible for compensating its  
730 own representatives and witnesses. If either party desires a verbatim record of the proceedings, it  
731 may cause such a record to be made, providing it pays for the record and makes copies available  
732 without charge to the other party and to the arbitrator(s).

733  
734 Grievances initiated by the Employer shall be processed in the same manner, but they may be  
735 initiated at either Step I or Step II.

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Section 2: Grievance Committees

Employees selected by the Association to act as Association Representatives shall be known as Stewards and the names of other Association Representatives who may represent employees shall be certified in writing to the Employer by OOBWWEA within twenty (20) days of the signing of the contract and the individuals so certified shall constitute the Association Grievance Committee.

All Grievance Committee Meetings, including the regular monthly meeting, shall be held after working hours, on the Employer's premises and without pay.

The purpose of Grievance Committee Meetings will be to adjust pending grievances and 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.

**ARTICLE 17: GENERAL PROVISIONS**

Section 1: 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 Association shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 2: 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.

Section 3: The Employer agrees not to interfere with the rights of employees to become members of the Association and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer Representative against any employee because of Association Membership or because of any employee activity in an official capacity on behalf of the OOBWWEA.

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

**ARTICLE 18: ASSOCIATION BULLETIN BOARDS**

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Association.

The Association shall limit its posting of notices and bulletins to such bulletin boards.

783 **ARTICLE 19: ASSOCIATION ACTIVITIES ON EMPLOYER'S TIME AND**  
784 **PREMISES**

785  
786 Section 1: The Employer agrees that after working hours, on the Employer's premises and without  
787 pay, Association Representatives shall be allowed to:

- 788
- 789 • Collect Association Dues, initiation fees and assessments if these funds are not collected
  - 790 through payroll deductions;
  - 791 • Post Association notices;
  - 792 • Distribute Association literature;
  - 793 • Solicit Association membership during other employees' non-working-time;
  - 794 • Attend negotiation meetings;
  - 795 • Transmit communications, authorized by the OOBWWEA or its officers, to the Employer or
  - 796 his/her representative;
  - 797 • Consult with the Employer, his/her representative, OOBWWEA officers, or other
  - 798 Association representatives, concerning the enforcement or any provisions of this
  - 799 Agreement.
- 800

801 With due notice to the Town Manager, representatives of the Old Orchard Beach Waste Water  
802 Employees Association may enter Town premises for the investigation of pending disputes under  
803 the contract. A list of authorized Association representatives who may enter Town premises shall  
804 be furnished by the Association within thirty (30) days from the signing date of this Agreement to  
805 the Town Manager and Waste Water Department Superintendent.

806  
807 Section 2: If negotiations are scheduled on company time, three (3) employees shall be allowed to  
808 negotiate on company time without loss of pay and benefits.

809  
810 **ARTICLE 20: WORK RULES**

811  
812 Section 1: All existing and future work rules shall be submitted in writing to all employees by the  
813 Employer. Employees will also be provided with copies of the Association Contract upon request.

814  
815 Section 2: Revisions

816  
817 Changes in existing work rules shall not become effective until they have been agreed upon by the  
818 Employer and the OOBWWEA.

819  
820 In addition, when existing work rules are changed or new rules are established, they shall be  
821 posted prominently on all bulletin boards for a period of ten (10) consecutive work days before  
822 becoming effective.

823  
824 Section 3: Informing Employees

825  
826 The Employer further agrees to furnish each employee in the bargaining unit with a copy of all  
827 existing work rules thirty (30) days after they may become effective. New employees shall be  
828 provided with a copy of the rules at the time of hire.

832 Section 4: Enforcing

833  
834 The employees shall comply with all existing reasonable rules that are not in conflict with the terms  
835 of this Agreement, provided the rules are uniformly applied and uniformly enforced.

836  
837 Any resolved complaint as to the reasonableness of any new or existing rule, or any complaint  
838 involving discrimination in the application of new or existing rules shall be resolved through the  
839 grievance procedure.

840  
841 **ARTICLE 21: UNIFORMS AND PROTECTIVE CLOTHING**

842  
843 Section 1: Employees are required and agree to wear appropriate uniforms while working for the  
844 Town. Employees agree that the uniforms will be kept in a neat, clean, and well maintained  
845 appearance. Soiled, worn or torn clothing is not acceptable. Such uniforms shall include  
846 appropriate OSHA approved footwear.

847  
848 The employer will provide up to six hundred fifty dollars (\$650.00) per year for the purchase of the  
849 above mentioned uniforms. Maintenance and care of the uniforms will be at the expense of the  
850 employees.

851 The word uniform as referred to in his/her contract shall include the following: Gray "dickeys type  
852 button down shirts", Grey pull-over work shirts, Grey or Blue "dickeys type" work pants, Blue jeans  
853 and "dickeys type" Grey Jackets. The shade of Grey or Blue shall be the same for all employees.

854  
855 All uniforms shall be purchased through the Town purchasing department. Supervisor approval  
856 must be secured before the purchase of such clothing will be authorized in order to comply with  
857 the auditor's requirements.

858  
859 The purchase of any other work related clothing not mentioned above, excluding underwear, which  
860 would be purchased from the uniform allowance, must be approved prior to purchase by the Town  
861 Manager or his/her designee.

862  
863 Section 2: If any employee is required to wear protective clothing or any type of protective device  
864 (not covered by Section 1) as a condition of employment, such protective clothing or protective  
865 device shall be furnished to the employee by the employer.

866  
867 **ARTICLE 22: MANAGEMENT RIGHTS**

868  
869 Section 1: Nothing in this Agreement shall be construed as delegating to others the authority  
870 conferred by law on the Employer or in any way abridging or reducing such authority.

871  
872 Section 2: This Agreement shall be construed as requiring the Employer to follow its provisions in  
873 the exercise of the authority conferred upon the Employer by law.

874  
875  
876 **ARTICLE 23: NO STRIKE**

877  
878 Section 1: There shall be no stoppage of work or slow-down by the Association, or any lockout by  
879 the Town during the life of this/her Agreement.

881 **ARTICLE 24: PAY SCHEDULE**

882  
883  
884 Section 1 Cell Phone

885 The Chief Operator and the Foreman will receive either a cell phone stipend of \$5.77/week  
886 (\$25.00/month) for carrying a personal phone or a cell phone through the Town's business  
887 account.  
888

889  
890 **ARTICLE 25: EDUCATION & PHYSICAL FITNESS**

891 For education to obtain or maintain a license for employment, the Town will pay:

- 892  
893
- 894 • Tuition, books, lab fees, license fees
  - 895 • Pay for all time (including travel) for classes
  - 896 • Pay for the Application cycle fee to allow for test taking privileges
  - 897 • Pay for first DEP test per application cycle (pass or fail) and only pay for a passed test
  - 898 thereafter to obtain a new or next level license
- 899  
900

901 If classes are scheduled outside of regular work hours the employee shall receive comp time for  
902 hours as outlined above at a straight time rate.  
903

904 The Town agrees to pay the annual Wastewater Association membership fee for full time  
905 employees covered under this Agreement. The Town further agrees to pay the registration and  
906 travel costs for two (2) representatives to attend the annual Wastewater Association meeting each  
907 year.  
908

909 The Town shall provide fifty percent (50%), up to a maximum of four hundred dollars (\$400)  
910 annually, toward an employee's individual health club membership at a licensed health club facility.  
911

912  
913 **Safety Officer Stipend**

914 The bargaining unit employee assigned as the Waste Water Department Safety Officer  
915 shall receive a weekly stipend of \$9.62.  
916

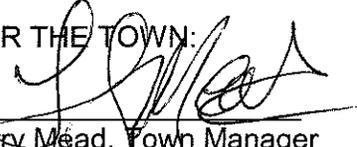
917  
918 **Commercial Driver's License (CDL)**

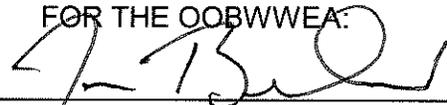
919 The Town agrees that once the Waste Water Department no longer has equipment that requires a  
920 Commercial Driver's License, that the requirement will be removed from the job descriptions, the  
921 employees will be removed from the Random Screening Pool and will be allowed to rescind their  
922 commercial license. If the Department acquires equipment that requires a Commercial Driver's  
923 License in the future, the Town agrees to pay for an employee to retake the Commercial License  
924 test, within one year (1) and provide the equipment to take the test.  
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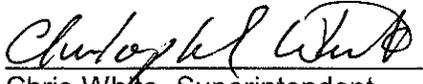
929 **ARTICLE 26: TERM OF AGREEMENT**

930  
931 This Agreement shall be effective as of the 1st day of July, 2015 and shall remain in full force and  
932 effect until the 30th day of June, 2018, or as otherwise noted. It shall be automatically renewed  
933 from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior  
934 to the anniversary date that it desires to modify this Agreement. In the event that such notice is  
935 given, negotiations shall begin not later than thirty (30) days prior to the anniversary date; this  
936 Agreement shall remain in full force and effect during the period of negotiations.

937  
938  
939 IN WITNESS WHEREOF, the parties hereto have set their hand this 11<sup>th</sup> day of  
940 April, 2016.

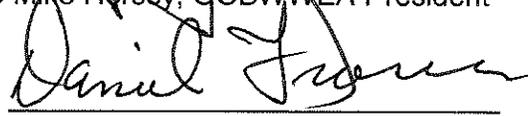
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944 FOR THE TOWN:  
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947 Larry Mead, Town Manager  
948 Town of Old Orchard Beach

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950 FOR THE OOBWWEA:  
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952 James Beaulieu, Staff Representative  
953 OOBWWEA

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956 Chris White, Superintendent

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959 Mike Hersey, OOBWWEA President

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962 Fran Beaulieu, HR Manager

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965 Dan Fraser, OOBWWEA Vice Pres.

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968 Dan Deshaies, OOBWWEA Trustee

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**Appendix A - Wage Scale 07/01/2015-06/30/2016**

	0-2 years	3-5 years	6-8 years	9-11 years	12-14 years	15-17 years	18-20 years	21-23 years	24-26 years	27+
	0-24 months	25-60 months	61-96 months	97-132 months	133-168 months	169-204 months	205-240 months	241-276 months	277-312 months	313+ months
Foreman	\$26.48	\$26.74	\$27.01	\$27.29	\$27.56	\$27.84	\$28.11	\$28.39	\$28.67	\$28.96
Chief Operator	\$26.60	\$26.87	\$27.13	\$27.41	\$27.68	\$27.96	\$28.24	\$28.52	\$28.80	\$29.09
Senior Mechanic	\$22.22	\$22.44	\$22.66	\$22.89	\$23.12	\$23.35	\$23.58	\$23.82	\$24.06	\$24.30
Senior Operator	\$22.22	\$22.44	\$22.66	\$22.89	\$23.12	\$23.35	\$23.58	\$23.82	\$24.06	\$24.30
Mechanic	\$20.98	\$21.19	\$21.40	\$21.61	\$21.83	\$22.05	\$22.27	\$22.49	\$22.72	\$22.95
Operator	\$20.98	\$21.19	\$21.40	\$21.61	\$21.83	\$22.05	\$22.27	\$22.49	\$22.72	\$22.95
Asst Mechanic	\$19.13	\$19.32	\$19.51	\$19.71	\$19.90	\$20.10	\$20.30	\$20.50	\$20.71	\$20.92
Asst Operator	\$19.13	\$19.32	\$19.51	\$19.71	\$19.90	\$20.10	\$20.30	\$20.50	\$20.71	\$20.92
Equipment Operator/Laborer	\$14.99	\$15.15	\$15.30	\$15.45	\$15.61	\$15.76	\$15.92	\$16.08	\$16.24	\$16.40
Laborer	\$13.16	\$13.29	\$13.42	\$13.56	\$13.69	\$13.83	\$13.96	\$14.11	\$14.25	\$14.39

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**Appendix B - Wage Scale 07/01/2016-06/30/2017**

	0-2 years	3-5 years	6-8 years	9-11 years	12-14 years	15-17 years	18-20 years	21-23 years	24-26 years	27+
	0-24 months	25-60 months	61-96 months	97-132 months	133-168 months	169-204 months	205-240 months	241-276 months	277-312 months	313+ months
Foreman	\$27.01	\$27.27	\$27.55	\$27.84	\$28.11	\$28.40	\$28.67	\$28.96	\$29.24	\$29.54
Chief Operator	\$27.13	\$27.41	\$27.67	\$27.96	\$28.23	\$28.52	\$28.80	\$29.09	\$29.38	\$29.67
Senior Mechanic	\$22.66	\$22.89	\$23.11	\$23.35	\$23.58	\$23.82	\$24.05	\$24.30	\$24.54	\$24.79
Senior Operator	\$22.66	\$22.89	\$23.11	\$23.35	\$23.58	\$23.82	\$24.05	\$24.30	\$24.54	\$24.79
Mechanic	\$21.40	\$21.61	\$21.83	\$22.04	\$22.27	\$22.49	\$22.72	\$22.94	\$23.17	\$23.41
Operator	\$21.40	\$21.61	\$21.83	\$22.04	\$22.27	\$22.49	\$22.72	\$22.94	\$23.17	\$23.41
Asst Mechanic	\$19.51	\$19.71	\$19.90	\$20.10	\$20.30	\$20.50	\$20.71	\$20.91	\$21.12	\$21.34
Asst Operator	\$19.51	\$19.71	\$19.90	\$20.10	\$20.30	\$20.50	\$20.71	\$20.91	\$21.12	\$21.34
Equipment Operator/Laborer	\$15.29	\$15.45	\$15.61	\$15.76	\$15.92	\$16.08	\$16.24	\$16.40	\$16.56	\$16.73
Laborer	\$13.42	\$13.56	\$13.69	\$13.83	\$13.96	\$14.11	\$14.24	\$14.39	\$14.54	\$14.68

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**Appendix C - Wage Scale 07/01/2017-06/30/2018**

	0-2 years	3-5 years	6-8 years	9-11 years	12-14 years	15-17 years	18-20 years	21-23 years	24-26 years	27+
	0-24 months	25-60 months	61-96 months	97-132 months	133-168 months	169-204 months	205-240 months	241-276 months	277-312 months	313+ months
Foreman	\$27.55	\$27.82	\$28.10	\$28.40	\$28.67	\$28.97	\$29.24	\$29.54	\$29.82	\$30.13
Chief Operator	\$27.67	\$27.96	\$28.22	\$28.52	\$28.79	\$29.09	\$29.38	\$29.67	\$29.97	\$30.26
Senior Mechanic	\$23.11	\$23.35	\$23.57	\$23.82	\$24.05	\$24.30	\$24.53	\$24.79	\$25.03	\$25.29
Senior Operator	\$23.11	\$23.35	\$23.57	\$23.82	\$24.05	\$24.30	\$24.53	\$24.79	\$25.03	\$25.29
Mechanic	\$21.83	\$22.04	\$22.27	\$22.48	\$22.72	\$22.94	\$23.17	\$23.40	\$23.63	\$23.88
Operator	\$21.83	\$22.04	\$22.27	\$22.48	\$22.72	\$22.94	\$23.17	\$23.40	\$23.63	\$23.88
Asst Mechanic	\$19.90	\$20.10	\$20.30	\$20.50	\$20.71	\$20.91	\$21.12	\$21.33	\$21.54	\$21.77
Asst Operator	\$19.90	\$20.10	\$20.30	\$20.50	\$20.71	\$20.91	\$21.12	\$21.33	\$21.54	\$21.77
Equipment Operator/Laborer	\$15.60	\$15.76	\$15.92	\$16.08	\$16.24	\$16.40	\$16.56	\$16.73	\$16.89	\$17.06
Laborer	\$13.69	\$13.83	\$13.96	\$14.11	\$14.24	\$14.39	\$14.52	\$14.68	\$14.83	\$14.97

1041  
1042  
1043