

AGREEMENT

Between

GREATER AUGUSTA UTILITY DISTRICT

AND

TEAMSTERS LOCAL UNION NO. 340

Affiliated with the

International Brotherhood of Teamsters

2013 - 2015

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Section I. Administrative Provisions

Article 1. Preamble

The Greater Augusta Utility District (hereinafter referred to as "District") and Teamsters Local 340 (hereinafter referred to as "Union") enter into this Agreement to assure a mutually beneficial working relationship that supports and enhances effective and efficient delivery of services to the public. In order to assist in the achievement of this goal, the parties desire to maintain a constructive, cooperative and harmonious relationship; to promote effective service and quality of work; and to establish an equitable and orderly procedure for the resolution of differences.

Article 2. Labor/Management Committee

A joint Labor Management Committee comprised of two (2) members chosen by the Union and two (2) officials of the District shall be formed. The Committee shall meet as necessary, as determined by a majority of the Committee, to discuss matters relating to this contract. All action of this Committee shall be advisory only.

Article 3. Maintenance of Standards

Section 1 - Protection of Conditions. The District agrees that all conditions of employment relating to wages, hours of work, overtime differentials and other negotiable working conditions shall be maintained at not less than the current standards in effect at the time of the signing of this Agreement unless otherwise provided in this Agreement.

Section 2 - Extra Contract Agreements. The District agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Article 4. Management Rights

The Union recognizes that the District has and will continue to have the sole and exclusive right to manage its operations and retains all management rights, whether exercised or not, unless specifically abridged, modified or delegated by the provisions of this Agreement. Such rights include, but are not limited to, the right to determine the mission, location and size of all work divisions, operations and facilities; the right to direct its work force; to establish the nature, quantity and quality of the work to be performed; to administer the performance evaluation and employee compensation system; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with the law; to discipline and discharge employees for just cause; to determine the size and composition of the work force; to eliminate positions; to make temporary layoffs at its discretion; to contract out for goods and services; to install new, changed or improved methods of

operations; to layoff employees; to maintain the efficiency of the operations entrusted to them; and to take whatever actions may be necessary to carry out the mission of the District in situations of emergency.

Article 5. Recognition

Pursuant to the Maine Labor Relations Board certification dated October 26, 2005, the District recognizes the Union as the sole and exclusive bargaining agent for the purposes of representation and negotiation of wages, hours and terms and conditions of employment, as those subjects are defined by applicable state law, for positions in the bargaining unit. Classifications covered by the bargaining unit are the following: Utility Worker; Meter Reader/Utility Worker; Distribution Operator; Day Operator; Shift Operator; Maintenance Assistant; Equipment Operator; Foreman; Meter Shop Foreman; Equipment Maintenance Supervisor; Maintenance & Controls Specialist. All other positions within the District are excluded. "Temporary, seasonal and on-call employees" as defined by statute shall not be considered to be bargaining unit employees and shall not be covered by any of the provisions of this Agreement. Newly hired employees are covered by the provisions of this Agreement after completion of six (6) calendar months without a break in service due to resignation or other termination of employment.

Article 6. Scope of Agreement

This Agreement contains the entire Agreement of the parties on all matters relative to wages, hours, benefits, working conditions and all other items which have been, or could have been negotiated by the parties prior to the execution of this Agreement. Each party agrees that it shall not attempt to compel negotiations during the term of this Agreement on matters that could have been raised, or were raised, during negotiations for this Agreement or on matters that are covered by this Agreement. While this Agreement is in effect, neither party will seek unilaterally to modify the terms of the Agreement.

Article 7. Severability

The parties agree that this Agreement must be interpreted consistent with Maine and federal law.

In the event that any article, section or provision of this Agreement is found invalid or found by a court of competent jurisdiction to be in conflict with any state or federal law, or enforcement of, or compliance with, which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either District or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitations of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal recourse in support of its demands, notwithstanding any provision of this

Agreement to the contrary. The validity of remaining provisions will not be affected and will remain in full force and effect.

Article 8. Union Security

1. All employees shall have the right to join the union or refrain from doing so except as otherwise provided herein and consistent with law. No employee shall be favored or discriminated against by the District or the Union because of membership or non-membership in the Union. The Union recognizes its responsibilities as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
2. Upon receipt of a signed authorization form from the employee, the District agrees to make weekly deductions of the appropriate monthly total and submit the amount once per month to the office of Teamsters Union Local #340. Any present or future employee who is or becomes covered by this Agreement and who does not want to be a member of the Union shall during the term of this Agreement be required to pay the Union a fair share of fees that represents the expenses allowed by law to be charged by the Union to nonmembers as a fair share fee. The Union has determined this amount to be 80% of the dues charged to members. For both members and nonmembers, the District will begin collecting weekly dues or fair share payments after completion of the probationary period.
3. All employees in titles covered by this Agreement shall be informed by the District at the time of hire of the existence of this Agreement. The Union will inform the employee of the employee's obligation to either join the Union and pay the initiation fee and regular periodic dues or pay to the Union amounts equal to the fair share fee as described in the preceding paragraph. On request, the District shall notify the Union of the name and address of each employee who enters the bargaining unit.
4. In the event this provision for Union Security is declared invalid by any tribunal of competent jurisdiction, or in the event that any claims, suits, grievances or allegations based on this Article are brought or made against the District, the Union shall indemnify and hold the District harmless from any and all damages, restitution or other monetary liability incurred by the District as a result of such claims.

Section II. General Provisions

Article 9. Absenteeism

Employees expecting not to work because of emergencies, illness or other justifiable cause shall notify the District by calling an administrative staff member in the central office or leave a message on the central office answering machine if administrative personnel are not available.

Article 10. Anti-Harassment

The District and the Union agree that discrimination, intimidation, or harassment of employees, including sexual harassment, is unacceptable conduct and will not be condoned or tolerated by the District or the Union.

Article 11. Bereavement Leave

In the event of a death in the family, the employee will be entitled to the following hours or work shifts with pay and said leave will not be charged to sick time:

Spouse, significant other, child, stepchild, parent, stepparent.....	40 work hours
Sibling, stepsibling, spouse's parent	24 work hours
Grandparent/grandchildren of either employee or spouse	1 work shift

In addition to the time allotted above, the General Manager or designee may grant special consideration for the use of sick time to be used where distance or extenuating circumstances are a factor.

Article 12. Bulletin Boards

The District agrees to furnish a bulletin board in a convenient location in the Shop and Treatment Plant locations for use by the Union. The Union shall limit its posting of notices to such bulletin board and shall limit its use of the bulletin board to official Union business such as meeting notices and Union bulletins.

Article 13. Deferred Compensation Program

The District agrees to submit payroll deductions of employees who participate in the deferred compensation program. This program allows employees the opportunity to save for retirement. Federal and state income taxes are deferred until assets are withdrawn.

Article 14. Direct Deposit

Employees shall establish and maintain 100% direct deposit of their paychecks.

Article 15. Discipline

The District shall not discharge nor suspend or otherwise discipline any non-probationary employee without just cause. Discipline shall consist of one or more of the following measures:

- Oral warning in writing
- Written warning
- Suspension
- Demotion or dismissal

The above measures need not be applied in sequence depending on the severity of the offense and/or the employee's past performance record. In all cases involving the discharge or suspension of a regular employee, the General Manager or his designee must notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the shop steward and a copy mailed to the Union within one (1) working day from the time of the discharge or suspension.

Article 16. Employee Assistance Program

The District agrees to provide an employee assistance program, selected by the District, that provides confidential assessment, counseling and referral services for District employees.

Article 17. Flexible Spending Accounts

The District agrees to submit payroll deductions of employees who participate in the medical and dependent care reimbursement program. The District is not responsible for deducting or forwarding any payroll deductions or other payments for any employee who is not in active status.

Article 18. Grievance Procedure

The purpose of the article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances between employees and the employer. For the purposes of this Agreement, "grievance" means a complaint by a covered employee or the Union that the District has violated a specific provision or provisions of this Agreement.

Procedure:

Step 1. Within five (5) workdays after the act or occurrence that gives rise to the grievance, the employee, or the union representative on behalf of the employee, may present the grievance, in writing, to his or her department director. The grievance must specify the term(s) of the Agreement that the employee believes has been violated, date of the violation and the resolution requested by the employee. Within five (5) workdays, the department director will meet with the employee, or the union representative on behalf of the employee or both and take whatever actions are necessary and appropriate to investigate and evaluate the grievance. The department director will provide the employee and the union representative with a written response to the grievance within ten (10) workdays after the grievance meeting has been held. Resolution at Step 1 will not be binding on future grievances and will not constitute precedent or practice unless the parties agree otherwise and specify in writing the precedent or practice that is to be upheld or created.

Step 2. Within ten (10) workdays after the receipt of the decision at Step 1; an employee, or the union representative on behalf of an employee, may appeal in writing an unsatisfactory decision to the General Manager. The grievance must specify the term(s) of the Agreement that the employee believes has been violated, date of the violation and the resolution requested by the employee. Within ten (10) workdays, the General Manager or designee will meet with the employee, or the union representative on behalf of the employee, or both, and take whatever actions are necessary and appropriate to investigate and evaluate the grievance. The General Manager will provide a decision to the employee and the union representative in writing within twenty (20) workdays after the grievance meeting has been held. The General Manager's determination will be final and binding unless the grievance is submitted to arbitration pursuant to Step 3.

Step 3. If the grievance is not resolved by the General Manager to the satisfaction of the employee at Step 2, the Union will serve written notice of its intent to pursue arbitration to the General Manager within thirty (30) workdays of receipt of the decision at Step 2. Within 20 days, the parties will meet for the purpose of selecting an arbitrator who will hear disputes subject to arbitration under this Agreement. If the parties are unable to mutually agree upon an arbitrator within ten (10) working days, then the District and the Union shall request the services of the American Arbitration Association.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his or her decision within 30 days after the conclusion of testimony and argument. It is agreed that the arbitrator shall be bound by the terms of this Agreement and shall have no authority to change, detract from, substitute his or her judgment for, or add to the provisions of this Agreement. Expenses for the arbitrator's services and the proceedings shall be borne equally by the District and the Union.

It is agreed that the time limits for the processing of grievances may be extended by written consent of both parties.

Article 19. Health & Safety

The District will take appropriate action to assure compliance with all applicable laws concerning the health and safety of employees and will maintain a comprehensive safety program.

Article 20. Holidays

The following days shall be observed as holidays by all regular employees in the bargaining unit:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Patriots' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Time off for holidays listed above will be as follows:

All employees excluding Treatment Plant Shift Operators: If the holiday falls on a Saturday, Friday will be observed as the holiday. If the holiday falls on Sunday, Monday will be observed as the holiday.

Treatment Plant Shift Operators: Same as all other employees except that New Years, July 4th, and Christmas will be observed on the calendar day. Employees that work both the calendar and observed dates shall be paid holiday pay for the stipulated day only.

Holiday pay will be based on an eight (8) hour day. Any employee required to work on the holiday will be compensated at a rate of two (2) times their base rate of pay for all hours worked plus the holiday pay. Seniority will be a consideration when scheduling holiday coverage.

To be eligible for pay for a holiday, an employee must be in active pay status (i.e. working or using paid leave) on the workdays that immediately precede and follow the holiday.

Article 21. Hours of Work

Section 1 Regular Hours. The regular hours of work each day shall be consecutive. Consecutive hours of work shall be construed to include the lunch period.

Section 2 Work Week. The regular work week will be as follows for the different departments:

- Meter Shop: Monday thru Friday
- Operations (Road Crews): Monday thru Friday
- Treatment Plant:
 - Shift Operators at the Water Treatment Plant shall work a regular schedule as agreed upon by employees and management.
 - All Other Classifications: Monday thru Friday

For purposes of payroll, workweek is Sunday thru Saturday for all employees.

Section 3 Work Day. The work day will normally be as follows for the following departments.

- Meter Shop: 7:00 AM to 3:30 or 4:00 PM, weekly rotation
- Operations (Road Crews):
 - First full work week in April to last full work week in Oct.: 7:00 AM to 3:30 PM
 - Remainder of year: 7:00 A.M. to 3:30 P.M.
- Treatment Plant:
 - Shift Operators at the Water Treatment Plant shall work a regular schedule as agreed upon by employees and management.
 - All Other Classifications: 7:00 A.M. to 3:30 P.M.

The District reserves the right to send any employee home without pay when the employee has worked more than 16 consecutive hours or more than eight (8) hours in a work day, provided the General Manager or his designee, believes the employee may pose a safety risk to himself or others due to fatigue or other factors. The employee may also choose to go home without pay when the employee has worked more than 16 consecutive hours in a 24-hour period.

Night work – Required shift change for two (2) days or less (excluding Flushing Program), employees will be paid at the overtime rate of pay (1 ½) for time worked. For shift changes expected to last beyond two (2) nights, employees will be compensated at their regular rate of pay. Crews will be selected on a volunteer basis first. If not enough employees volunteer then they will be selected by seniority within the classifications required to complete the necessary work. (Note: See also “Overtime” re: night work)

Section 4 Lunch Break/Rest Periods. Lunch breaks will consist of a “regular” or “field” break and will typically be ½ hour. “Regular” lunch breaks will occur when an employee works at their normal worksite which is equipped with rest-rooms and wash facilities. Employees taking a regular lunch break will not be paid for the ½ hour break. “Field” lunch breaks occur when an employee works on a job located away from a facility with restrooms and wash facilities and takes their lunch break at the jobsite. Employees taking a field lunch break will be paid at their regular base rate for the ½ hour

break. Effective upon ratification all references to "Field lunch breaks" are null and void. For shift operators, the ten (10) hour work day shall be inclusive of a twenty (20) minute lunch period and they may be required to remain on duty and perform their normal functions during the twenty minute lunch period. Rest periods: All employees shall be granted two (2) fifteen minute rest periods during the work day.

Employees who for any reason work more than two hours beyond their regular quitting time into the next shift shall receive a 15 minute rest period unless the work is of an emergency nature. In addition, they shall be granted regular rest periods for each two and one-half (2 1/2) hour period thereafter. The first break to be taken at the discretion of the Foreman depending on the time necessary to complete the job.

Emergency Breaks/Meals: In the event of an emergency, lunch may be furnished at the discretion of management. The employer shall furnish a meal to any employee who is requested to and does work more than two (2) hours beyond his regular work shift. Employees working beyond the above mentioned period of time shall be furnished additional meals every four (4) hours thereafter, unless allowed a lunch period.

Section 5 Clean-up Time

- Operations (Road Crews):
 - Employees will be granted a 15 minute cleanup period before the end of the scheduled work shift. If the location of the job requires more travel time, this is to be considered.
- Treatment Plant shift operators:
 - Employees will be allowed a 15 minute cleanup time before the end of a shift. The cleanup time will be scheduled such that the Shift Operator can participate in briefing the next shift team. The cleanup time will not begin more than 45 minutes before the end of a shift. The Shift Operator will not be excused from performing any required duties which should arise after they have cleaned up.
- All Other Treatment Plant Classifications:
 - Employees will be allowed a 15 minute cleanup time before end of work shift.

Section 6 System Flushing Program

The District has a distribution System Flushing Program which it normally conducts on an annual to semi-annual basis. The Flushing Program incorporates two teams comprised of two employees each flushing mains over a consecutive five (5) night period. The District reserves the right to schedule this flushing activity, as part of an employee's normal workweek, for any five (5) night consecutive period without being subject to normal overtime charges with regard to weekend and holidays. Employees engaged in flushing activities will be paid overtime at the rate of time and one half for all hours worked over eight (8) hours within a 24 hour period. In addition, said employees

will be compensated for eight (8) hours, even if the flushing program activities for a given night do not take eight (8) hours to complete.

e.g. Employees scheduled for nightly flushing from Sunday evening/Sunday morning through Wednesday evening/Thursday morning will be paid eight (8) hours for each of the five (5) nights at straight time plus overtime at 1 ½ times for all hours worked over eight (8) each night and over 40 for the week.

The Parties agree to reference the 2009 side agreement on workweek schedules into the collective bargaining agreement with the following amendments:

Subject to mutual agreement between the District and Union membership by virtue of an annual vote to occur by daylight savings of each year, the parties agree to a year-round compressed workweek schedule of four ten (10) hour days for the following classifications:

Day Operator, Shift Operator, Distribution Operator, Maintenance Assistant, Maintenance & Control Specialist, Equipment Maintenance Supervisor, Meter Shop Foreman, Meter Reader/Utility Worker

Subject to mutual agreement between the District and Union membership by virtue of an annual vote to occur by daylight savings of each year, the parties agree to a seasonal compressed workweek schedule of four ten (10) hour days beginning the start of the first pay week in July through the last full week of September for the following classifications:

Foreman, Equipment Operator, Utility Worker

Article 21.1 Overtime

Every attempt is made to accomplish all necessary work without requiring overtime from employees. When it is required, however, employees are expected to arrange personal affairs to make it possible and to comply in a positive and professional manner. All overtime will be paid at the rate of one and one half times normal hourly base rate. Overtime will be paid for:

1. all hours worked in excess of 40 hours per week,
2. hours worked daily in excess of the normally scheduled hours for the shift.

Overtime will be paid in 15 minute increments and will not be considered to be an increment if less than 8 minutes are worked. Overtime will not be pyramided and will be paid for only those hours actually worked. Paid leave is not considered "hours worked" for overtime computations¹.

¹ Example: An employee uses two hours sick time in the middle of the day for a doctor's appointment and then returns to the job. At the request of their supervisor, the employee works two hours beyond their normal shift. Employee could choose to:

All overtime must be pre-approved by the employee's supervisor. Overtime shall be assigned to individual employees based on seniority, whenever possible, and ability to perform the work. Employees do not have the right to refuse call-in for emergency calls.

If time becomes contiguous with the normal work day, overtime hours worked are added to regular work day (No minimum – No travel time)².

Night Work – see Section 3 of this article.

In lieu of overtime pay, employees may accumulate compensatory time up to a maximum of forty (40) hours. One (1) hour of overtime equals one and one half (1.5) hours of compensatory time. Any accrued compensatory time must be used by the end of the calendar year. If any compensatory time is unused at the end of the calendar year it shall be paid back to the employee at the hourly rate it was earned. Compensatory time shall be granted at the time requested by the employee as long as operational needs allow.

Article 21.2 Duty Pay/After-Hours Response

Section 1. The purpose of this structure is to provide adequate, skilled and licensed 24/7 coverage for the District operations. This structure provides backup employees for responses that require multiple people onsite to comply with safety regulations. This structure extends the water district's "weekend duty" arrangements to cover the entire week. The District will determine the employees it assigns to teams for duty pay/after-hours response based on qualifications and daily responsibilities of the employee.

Duty coverage and after-hours response will be covered by five teams in two separate pay groups. The five teams are:

1. Wastewater operations;
2. Well and pump station operations;
3. Distribution operations, supervisors;
4. Distribution operations, equipment operators; and
5. Distribution operations, truck drivers / laborers.

The two pay groups include the following teams:

1. Group A teams 1, 2, and 3; and
2. Group B teams 4 and 5

-
1. Not use their sick time and simply be paid for the eight (8) hours worked **OR**
 2. Use their sick time and receive an additional two hours pay at straight time for the time they worked beyond their regular shift.

² Example: The scheduled work day ends at 3:30 PM. Work requires that an employee stay to finish the job until 7:30 PM. 4 hours overtime are paid.

Teams 1, 2 and 3 are “first responders”. These teams will decide in the field whether or not additional resources are required to remedy a problem. Teams 1, 2 and 3 can draw from each other as needed. Team 3 will supervise teams 4 and 5 if additional response is necessary. In the event of an emergency that demands additional response, the most senior qualified employees will be called first to provide them with the opportunity for overtime pay.

Section 2 Compensation

Pager Response time: Employees who are on call may conduct their personal activities provided they can comply with the pager response time requirements and can safely operate a motor vehicle. Employees who are on call have 20 minutes to respond to a page. Employees are expected to be on-site within one (1) hour of receiving a page.

- Members of Group A will be compensated two (2) hours per day, straight time for carrying a District pager and responding as necessary.
- Members of Group B will be compensated one and one-half (1.5) hour per day, straight time for carrying a District pager and responding as necessary.

On-site Response

Overtime will be paid for response to on-site after-hours calls as follows³:

1. Two (2) hours overtime per on-site response. Responses required within 2 hours of one another are considered the same response for the purposes of this definition.⁴
2. One (1) hour overtime travel pay for all on-site responses that exceed two (2) hours

Phone Response

Response to customer service complaints after normal work hours or normal work shift may be accomplished via phone call to complainant. In the event an employee successfully resolves the complaint via a phone call, the employee will be compensated for 15 minutes of overtime, or the time necessary to resolve the call, whichever is greater. Multiple calls received within the same 15 minute period are considered covered within the 15 minutes of overtime.

³ Example: At 5:00 PM, a well / pump station operator goes to a station to physically inspect an alarm condition. At 6:00 PM, the problem has been solved and the operator goes home. The operator is paid 2 hours OT. At 10:00 PM, a new alarm comes in and the operator goes to a station to inspect. It takes 1 hour and a half to repair, another hour to monitor the repair. The operator is paid 2.5 hours OT, and 1 hour OT for travel. Total pay for the two events = 2 OT + 2.5 OT + 1 OT = 5.5 OT.

⁴ Example: Alarm goes off at 6 pm and requires 30 minutes on-site response; 2nd alarm goes off at 7 pm and requires 15 minute response. Two (2) hours overtime paid covers both responses because the response occurred within a two (2) hour period.

SCADA Alarm Response

Response after normal work hours or normal work shift may be accomplished by responding via a remote location through use of a District supplied laptop computer, cell-phone and pager. In the event that an employee responds to an alarm during this time, the employee will be compensated at their overtime rate for hours worked. Additionally, for any call responded to during the hours of 10:00 pm - 7:00 am, employees will receive a minimum of two (2) hours of overtime pay. It is understood that this time will not be pyramided (multiple calls within the same two (2) hour period will be included in the original two (2) hour pay).

Article 22. Injury at Work

District employees shall be provided with workers' compensation protection as required by law. For medical treatment, the District reserves the right to initially select a health care provider for the employee. After 10 days from the inception of health care under the District's selected health care provider, the employee may select a different health care provider by giving to the District the name of the health care provider and a statement of intention to treat with the health care provider. In the event an employee is incapacitated because of a work related injury at the District, he or she may supplement their workers compensation payment with available sick and/or vacation leave to bring their pay up to their regular base weekly amount. Sick and vacation leave will not accrue while an employee is out on workers compensation leave.

Article 23. Insurances

1. Health Insurance

Coverage and cost sharing. Effective April 1, 2013, the District shall provide to employees and eligible dependents health insurance coverage under the Maine Municipal Employees Health Trust (MMHET) Preferred Provider Organization (PPO) 500 Plan. The District's contribution toward both employee and dependent insurance shall be 85% of the total premium. Employees will pay the remaining 15% premium. Effective April 1, 2013 and thereafter annually on January 1, the District will fund for each employee participating in the PPO-500 plan a Health Reimbursement Account (HRA) in the amount of \$500 for employee-only participants and \$1000 for employees who have one parent and child(ren) or family coverage, to be used to off-set deductibles in the PPO-500 plan.

Retiree health insurance.

Employees of the former Augusta Sanitary District. For eligible employees hired before January 1, 2002, the District will pay 100% for comprehensive health insurance coverage for retirees who have 25 years of service. For retirees who have 15 years of service, the District will pay 50% for the comprehensive health insurance. To be eligible, the employee must be presently employed, be 60 years of age or older and must have participated in the District's health insurance plan for at least five years prior to the date

of retirement. Health care services shall be the same coverage as that provided for full-time active employees until the retiree reaches the age of 65 or becomes eligible for coverage under a Medicare companion plan. The District will pay 100/50% respectively for the cost of the Medicare supplemental plan. For employees hired on or after January 1, 2002, employees are not eligible for any District contribution toward retiree health insurance.

Employees of the former Augusta Water District. For eligible employees hired before January 1, 2005, subject to certain qualifications and limitations described below, the District will pay towards a retired employee's health insurance an amount equivalent to ninety (90%) percent of the cost of "employee only" health insurance coverage for any present employee who, in the future, retires from the District. To qualify, the retiring employee must (1) be at least sixty (60) years of age; and (2) must not be able to access similar insurance coverage with another employer. This benefit shall be made available to employees conditioned on their years of service with the District as follows:

<u>Years of Service</u>	<u>Maximum Years of Benefit</u>
More than 15 but less than 20	2
More than 20 but less than 25	3
More than 25 but less than 30	4
Over 30 years	5

The premium expense to the District for retirees' health insurance shall not increase more than five (5%) percent in any year. All premium increases exceeding this limitation shall be borne by the retiree. The same provisions set forth above relating to deductions shall be applicable to retired employees. It is further understood that retiree health insurance benefits are offered to only those retired employees who are unable to access Medicare /Medicaid benefits. To the extent a retired employee becomes eligible to receive Medicare/Medicaid, the District's obligation to either pay for or otherwise make available health insurance benefits to such retiree shall cease. For Augusta Water District employees hired on or after January 1, 2005, the District will not contribute to the cost of retiree health insurance.

2. Dental Insurance

The District shall provide and pay 100% of the cost of dental insurance coverage for employees. Dependent insurance is also available at the employee's cost.

3. Cash In Lieu of Health and/or Dental Insurance Benefits

Health Insurance. Employees insured by other group medical insurance that is comparable to the District's may elect this option. Upon demonstrating annual proof of such coverage, the District will pay the employee weekly the cash equivalent of 75% of the total premium equivalent to the 'Employee Only' PPO-500 Plan.

Dental Insurance. Employees who are insured by other group dental insurance that is comparable to the District's may elect this option. Upon demonstrating annual proof of such coverage, the District will pay the employee weekly the cash equivalent of 75% of the monthly premium paid by the District.

Note: Under the Internal Revenue Code, these payments are considered taxable benefits and will be added to gross income for purposes of federal and state tax.

4. Life Insurance

The District shall provide life insurance for each employee covered by this Agreement in an amount equal to two times an employee's base annual earnings rounded to the nearest thousand.

5. Disability Insurance

Eligibility: The District will provide all regular and probationary employees disability insurance.

Short Term Disability. Eligible employees who become unable to work for medical reasons that are not work related may apply for short-term disability benefits. Coverage for each employee shall be equal to sixty percent (60%) of an employee's base pay and is based on the District's policy in effect at the time of coverage. Benefits are paid after fifteen (15) continuous calendar days of absence and are payable for up to 24 weeks for any one period of disability. Partial disability benefits may be available for an employee who is unable to work their normal work schedule due to their medical condition. Employees may use accrued leave time to make up the difference between disability benefits received and full salary. If the employee is receiving partial paycheck, paid leave time will continue to accrue on a pro-rated basis".

To receive payments under the short-term disability pay, a short-term medical leave must be requested in writing. The employee must attach to the request a physician's statement confirming the disability and stating the anticipated duration. An individual must provide a physician's statement releasing the patient to return before he or she comes back.

Long Term Disability. Long term disability benefits pay a regular income when an eligible employee is totally disabled and cannot work. Coverage begins when an eligible employee cannot return to work upon the expiration of the short-term disability

benefits. Coverage for each employee shall be equal to 66 2/3% of an employee's base pay and is based on the District's policy in effect at the time of coverage. Benefits are available as long as total disability continues, until age 65.

6. Vision Program

The District shall provide via a payroll deduction a voluntary vision product provided by Maine Municipal Health Trust. Premiums will be paid 100% by the employee.

Article 24. Jury Duty

Employees called upon to perform jury service shall receive their regular salary from the District during such service; however, the payment received for serving as a juror, up to the amount of regular salary, excluding any travel allowance, shall be turned over to the District within three (3) days of receipt.

An employee released from jury duty when more than ½ of their work shift remains will report to work.

Article 25. Military Leave

The District will comply with provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA). Employees may use paid leave time as applicable and available in order to fulfill their obligations for military service, including annual or other training in connection with service in the reserve forces.

Article 26. Nondiscrimination

Neither the District nor the Union will discriminate against or harass any employee on the basis of race, sex, age, religion, sexual orientation, national origin, physical or mental disability or union activity protected by the Municipal Employees Labor Relations Act. To the extent that a protection against discrimination or harassment is protected by state and/or federal law, an employee alleging that such a right has been violated shall have the full opportunity to utilize the grievance procedure provided by this agreement but for any final adjudication of such a claim the employee shall have the right to seek redress either through arbitration under that article or through exercise of any statutory remedy(ies), but not through both.

Article 27. Outside Employment

Employees will not engage in outside employment which may in any way hinder the performance of their duties for the District.

Employees who engage in secondary employment shall do so only with the understanding and acceptance that their primary duty, obligation and responsibility is to the District. All District employees are subject to call at any time for emergencies, special assignment or overtime duty and no secondary employment may infringe upon this obligation.

Article 28. Pension

Current employees that do not belong to an investment vehicle at the signing of this Agreement do not have access to either investment plan.

All new employees hired after the signing of this Agreement shall participate in the Maine Public Employees Retirement System (Maine PERS) as a pension investment vehicle. The District and employees shall each contribute the percentage of wages called for under the plan.

For employees who, at the time of the signing of this agreement, participate in the District provided Money Purchase Plan 401(a), the District shall contribute 5% with no requirement for an employee contribution.

Article 29. Physical Examinations

The District, through its General Manager, may at any time request a physical examination of an employee to ascertain an employee's ability to perform the essential functions of the position. The examination will be scheduled during the work day and the time it takes for the employee to attend the examination shall not be charged to sick and / or vacation leave, nor will the employee lose pay for said time. Should an employee refuse a physical exam, they may be summarily suspended, without pay, until the physical examination is completed.

The report of the physical examination will be provided to Human Resources and will become part of the employee's confidential medical file.

Upon request by an employee, the District will provide relevant immunization shots as required by law at no cost to the employees.

Article 30. Probationary Period

All new employees, except temporary, seasonal and on-call employees, shall serve a probationary period of six calendar months. During the probationary period, the employee's employment may be terminated at any time without cause.

Eligibility for benefits for probationary employees is as follows.

Health insurance	First of month following date of hire.
Dental insurance	First of month following date of hire.
Disability insurance	First of month following date of hire.
Pension	Upon hire or as specified under MainePERS rules.
Deferred Compensation	Upon hire
Vacation	Credited with 48 hours of vacation time upon successful completion of the probationary period.
Sick	Accrued and available after 30 days of service.
Holiday	Upon hire
Work shoes	Pro-rated at end of probationary period.
Uniforms	Provided as soon as possible after date of hire.

An employee who resigns or whose employment is terminated during the probationary period is not entitled to be compensated for any vacation leave time.

Article 31. Seniority

Section 1. Seniority is defined as the length of continuous service from the last date of hire by the Augusta Water District or Augusta Sanitary District. Upon satisfactory completion of the probationary period, seniority will be granted retroactively to the date of hire.

Section 2. A seniority list shall be established naming all the employees covered by this Agreement. The employee with the greatest seniority will be listed first. Remaining employees will be listed in descending order of seniority. The list shall be posted and provided to the Union annually. The Union will notify the General Manager within ten (10) workdays of receipt of any disagreement to the seniority list.

Section 3. Seniority shall be a factor, provided the employee is qualified, in all matters affecting work shift assignments and vacation preference. For those matters relating to layoffs and promotions, seniority should govern, provided that the senior employee is qualified, or can and does become qualified within a reasonable time, for the position in question.

Section 4. In the event it becomes necessary for the District to layoff employees for any reason (s), employees shall be laid off in the inverse order of their seniority, by

classification, providing that the more senior employee is qualified, or can and does become qualified within a reasonable time, for the position in question. All affected employees shall receive a two (2) calendar week advance notice of layoff or two (2) weeks pay.

Section 5. Promotions – As used in this provision, promotion means the advancement of an 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 their best interest regardless of the rate of pay. Whenever a job opening occurs in any existing job classification covered by this contract, a notice shall be posted on all Union bulletin boards for five working days.

- (a) During this period, employees who wish to apply for an open position may do so. The application shall be in writing, and it shall be submitted to the Department Head doing the hiring.
- (b) The Employer shall fill the opening by promoting from the applicants, the employee with the longest continuous service in accordance with section 3 of this article, providing the employee is qualified to perform the essential functions of the position.
- (c) Prior to promotion to a new job classification, employees may be required to demonstrate their ability to perform the job.
- (d) Employees assigned to a job will be paid the rate established for that position.

When an employee is promoted, transferred or fills a vacancy, the District shall have up to 30 days to decide if the employee is qualified. If the District determines that the employee is not qualified, the employee shall return to their prior shift and position.

Article 32. Sick Leave

Eligible employees shall be entitled to accumulate sick leave at the rate of eight (8) hours per month to a maximum of sixty (60) days (480 hours). If an employee is receiving a partial paycheck, accrual will be prorated. Medical proof of the need for sick leave time may be requested by the District. In order to effect this change, employees who have more than 60 days accrued will be compensated for all time in excess of 60 days at ½ times their pay rate.

Employees in good standing who separate employment from the District will be paid for ½ of all accumulated sick time in excess of 30 days.

The District discourages the abuse of sick leave, and therefore, offers the following incentive program to encourage the prudent use of sick leave:

Employees who have accumulated more than sixty (60) days sick leave by December 1 of each year, will be compensated for ½ of the time in excess of the 60 day maximum.

Employees shall be allowed to donate to a Voluntary Sick Bank for co-workers who have exhausted paid time due to serious illness, as per District policy.

Article 33. Shop Stewards

Section 1. The District recognizes the right of the Union to designate a Shop Steward and Alternate. The authority of the Shop Steward and Alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- b. The collection of dues when authorized by appropriate Local Union action;
- c. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing.

Section 2. The Shop Steward, the Alternate, and all of the employees covered by this collective bargaining agreement have no authority to take strike action or any other action interrupting the District's business. The District recognizes these limitations upon the authority of the Shop Steward, his Alternate, and the employees. The District shall not hold the Union liable for any unauthorized acts. The District may discharge any employee who violates this section.

Section 3. The Steward shall be permitted to discuss grievances directly with management without loss of time or pay during regular working hours, provided there is no disruption in the District's work or its operations.

Section 4. The District shall agree to allow two Union representatives to attend negotiating sessions held during working hours without loss of time or pay provided such attendance does not unreasonably disrupt the operation of the District.

Article 34. Termination

Upon resignation or discharge, the District shall pay all money owed to an employee, including accrued vacation, on the next scheduled pay day or within 10 days following the effective date of resignation or discharge. The employee must return all District property assigned to him or her that is in his or her possession.

Article 35. Uniforms and Safety Shoes

Section 1. Uniforms

The District shall provide uniforms thru a uniform rental company for all Union employees.

Plant Personnel excluding pump station positions. The clothing and quantities to be provided to treatment plant employees will be:

<u>Quantity</u>	<u>Items</u>
5 pair	Work pants
5	Work shirts
2	Lined work jackets --or- one (1) lined work jacket <i>and</i> one (1) summer weight coverall.
1	Winter weight coverall or Winter Coat (To be replaced as necessary, as determined by the General Manager)

Road Crews & Pump Station positions. The clothing and quantities to be provided to road crews/pump station positions will be:

<u>Quantity</u>	<u>Items</u>
11 pair	Work pants
11	Work shirts
2	Lined work jackets --or- one (1) lined work jacket <i>and</i> one (1) summer weight coverall.
2	Winter weight coverall -or- one (1) winter weight coverall <i>and</i> one(1) winter coat (To be replaced as necessary, as determined by the General Manager)

A cleaning and maintenance service thru the uniform rental company will be made available at no cost to the employee. Only uniforms will be worn while working – no civilian clothes except in summer when employee may make a choice of acceptable top. The employees will be allowed to wear coveralls and sweatshirts at work. Any cleaning or maintenance of these two items will be the responsibility of the employee. Uniforms are to be worn only at the workplace for District business.

Section 2. Safety Shoes

Safety work shoes are mandatory for employment. Safety shoes are defined as ANSI approved, protective shoes. The District shall make arrangements with suitable shoe vendor(s) for an employee to purchase the safety work shoes directly through the

vendor and will provide up to \$150 per employee per year for safety shoes for the life of this contract. In the event the safety shoes are destroyed during the line of duty, the shoes may be replaced at the discretion of the General Manager.

Upon completion of the probationary period, all employees will be allowed a pro-rated portion of the annual amount toward the purchase of safety shoes from the District's pre-approved vendor. Said allowance will be pro-rated on a monthly basis – i.e., an employee who completes probation in March receives 10/12 of total amount of allotment.

Article 36. Unpaid Personal Leave of Absence

An employee, after completing their probationary period, may request a personal leave of absence from work without pay for a period not to exceed a total of thirty (30) days. The leave may be extended for like periods. Such request must be made to employee's department director and is subject to the approval of the General Manager. When reviewing requests for a leave of absence, the General Manager will consider the operational needs of the District and the basis for the request for leave, and reserves the right to deny any request for a leave of absence. The decision of the General Manager is final. After approval of the unpaid leave by the General Manager, an employee may return to the position held at the time the leave of absence commenced or to a comparable position without loss of seniority.

All requests for such leaves of absence and decisions must be in writing. A request for leave must specifically state the justification for the request and the length of time requested. An unpaid leave of absence may be granted only when the employee requesting the leave has exhausted all appropriate paid leave. Leaves will not be granted for the employee to engage in other employment of any type.

The General Manager may cancel leave under this section at any time upon written notice given to the employee at least ten (10) workdays in advance of the date the leave will be terminated. Failure to return from a leave of absence may be deemed a resignation from service.

During the period of an approved leave of absence, the employee may retain health, life and dental insurance but only at the employee's expense. An employee on unpaid personal leave may not accrue vacation, sick or other benefits, unless otherwise required by law.

The District will grant reasonable and necessary leave from work without pay for an employee who is a victim of violence as provided under 26 M.R.S.A. §850, subject to the conditions and exceptions set forth in Section 850.

Leaves granted under this article are not intended to address leaves requested under the Family Medical Leave Act.

Article 37. Vacation

Section 1 Accrual. Eligible employees shall receive vacation according to the following schedule. For the purpose vacation accrual one day equals eight (8) hours:

6 mos. - 5 th year	- 1 day per month	12 days per year
6 th - 10 th year- 1.33	“ ”	16 “ “ ”
11 th - 15 th year- 1.75	“ ”	21 “ “ ”
16 th - 20 th year- 1.83	“ ”	22 “ “ ”
21 st - 25 th year- 2.08	“ ”	25 “ “ ”
26 th - 30 th year- 2.25	“ ”	27 “ “ ”

Probationary employees will not accrue vacation time during their first six (6) months of employment, but are credited with 48 hours of vacation time upon successful completion of the probationary period.

Section 2 Eligibility. Accrued and, with the approval of the General Manager, available after six (6) months of service.

Section 3 Leaves. If an employee is receiving a partial paycheck, accrual will be prorated.

Section 4 Scheduling. Vacation shall be granted at the time requested by the employee as long as operational needs allow. 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 greater seniority shall be given their choice of vacation periods providing the employee declares their vacation by March 1st of each year. If an employee does not declare their vacation period by March 1st then the vacation period shall be set on a “first-come, first-serve” basis. Road Crew employees of the same classification requesting vacation leave for less than two days shall be granted the time provided there is available backup to cover their position.

Section 5 Carry-over. Any employee shall be allowed to accumulate a maximum of 80 hours unused vacation time in a given year which is to be granted in the following calendar year providing the carry over time is taken with the approval of the Department Head in accordance with the operational needs of the District. No employee shall take more than 80 consecutive hours or in the case of shift operators, more than two work weeks unless specifically approved by the General Manager.

Section 6 Separation. At the time of separation, employees will be compensated for all unused, accrued vacation time.

Article 38. Wages

Job Classification	Hourly Wages		
	2/25/13	1/1/2014	1/1/2015
	1.5%	1.5%	1.5%
Maintenance & Controls Specialist	22.05	22.38	22.71
Foreman	20.29	20.59	20.90
Equipment Maintenance Supervisor	20.02	20.32	20.62
Meter Shop Foreman	19.43	19.72	20.01
Equipment Operator	19.25	19.54	19.84
Day Operator	18.56	18.84	19.13
Distribution Operator	18.56	18.84	19.13
Maintenance Assistant	18.56	18.84	19.13
Shift Operator	18.56	18.84	19.13
Meter Reader/Utility Worker	16.71	16.96	17.21
Utility Worker	16.34	16.59	16.84

Wage changes will be effective the start of the pay period closest to the effective date above.

Article 39. Work Rules

The reasons listed below, without intending to be exclusive, may be the kind of conduct or actions that constitute cause for disciplinary action:

1. Drinking on the job or arriving to work while under the influence of intoxicating beverages or drugs or bringing same on the job.
2. Failure to follow the orders of the superiors.
3. Habitually late, tardy without notification, or excessive and/ or patterned absenteeism.
4. Failure to perform the duties of position properly.
5. Negligent or willful damage to District property.
6. Theft of District property.
7. Violation of the District harassment policies.
8. Conviction of theft or any felony.
9. Failure to comply with established safety rules and procedures.
10. Physical assault, conduct that is physically threatening or sexual, or other illegal harassment.
11. Loss of motor vehicle license when such license is required by job or the loss of insurability as determined by the District's insurance carrier.

12. Personal conduct that impairs the employee's work performance or brings serious discredit to the District.
13. Dishonesty or falsification of District records.

Section III. Term of Agreement

Article 40. Term of Agreement

This Agreement is effective upon ratification by both parties and will remain in full force and effect until December 31, 2015. The Agreement shall be automatically renewed for succeeding one year periods unless either party shall provide written notice to the other to renegotiate at least sixty (60) days prior to the expiration of the Agreement and at least 120 days prior to the expiration of the Agreement if wages, rates of pay, or other matters requiring appropriation of money by the District are to be negotiated.

The parties have signed this Agreement, through their respective representatives, on

March 13, 2013.

GREATER AUGUSTA UTILITY DISTRICT

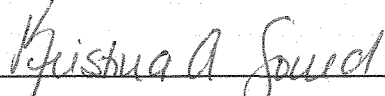


Brian Tarbuck, General Manager

TEAMSTERS LOCAL 340



Ed Marzano, Business Agent



Kristy Gould, HR Director



Bill Wilkinson, Steward