

AGREEMENT
BETWEEN
IBEW LOCAL UNION #1837
AND
KITTERY WATER DISTRICT



IBEW Local 1837
Maine and New Hampshire

JANUARY 1, 2023 TO DECEMBER 31, 2024

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ARTICLE I PURPOSE OF AGREEMENT

This Agreement made and entered into as of **January 1, 2023** by Local 1837 of the International Brotherhood of Electrical Workers (IBEW), hereinafter referred to as the Union, and Kittery Water District, hereinafter referred to as the District, has as its purpose the promotion of effective and efficient Employee-Management relations, to best serve the public interest and promote and maintain good working conditions for the employees. Both parties are signing this Agreement in good faith and pledging themselves to keep its spirit and letter.

ARTICLE II UNION RECOGNITION AND SECURITY

Section 1 - Union Recognition

The District recognizes the Union as the exclusive representative of all employees performing work that is currently done in the following positions, provided they are not seasonal, on-call, or temporary employees:

- Office manager
- Office clerk
- Filter plant operator
- Foreman
- Laborer
- Service staff
- Meter reader
- Technical services assistant
- Technical services manager
- Equipment operator

Employees will not be covered by the grievance and arbitration process for a probationary period of their first six months of employment. If the District feels the services of a temporary employee are needed longer than 6 months, then the second period of up to 6 months will be by mutual agreement between the Union and the District. All benefits are pro-rated for employees who are regularly scheduled to work less than forty hours per work week.

Section 2 - Union Security

The Employer agrees to provide a copy of this Agreement to all Employees in the unit and to provide the name of the Union Stewards to each new employee, upon request.

Section 3 - Payroll Deduction

The District agrees to check off and remit monthly to the Financial Secretary of the Union from the pay of each employee who is a member of the Union and who has so authorized the District, in writing, by the first day of a month, the current regular weekly union dues or such amount as may from time to time be certified to the District as being the current dues voted by the members of Local Union No. 1837, not including initiation fees, fines, or special assessments. Such written authorization may be revoked by the employee at any time by written notice to the

District to be effective on the first day of the following month. If an employee, by a change of work assignment, is permanently transferred to an operation outside the bargaining unit, such authorization shall be considered revoked effective the first day of the month following such transfer. The Union agrees to indemnify and hold the District harmless from all loss, cost, liability, damage and reasonable expense, including court costs and attorneys' fees, incurred or imposed upon the District on account of or as a result of any and all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this Article.

ARTICLE III RIGHTS OF THE EMPLOYER

The Parties recognize and acknowledge that the Employer reserves and retains all management rights and prerogatives not expressly limited or modified by a provision of this Agreement or past practice, including but not limited to the following rights:

- to hire, promote, assign, transfer and relieve employees to or from work as required in the management of its operations;
- to suspend, demote, discharge or to take other disciplinary action as necessary in the management of its operations;
- to determine the methods, means and personnel required to accomplish the District's mission in the most efficient manner, including adjusting the work hours in a week from five eight-hour days to four ten-hour days;
- to determine what work will be accomplished by the employees of the District and what work will be contracted out, including when the District does not have the equipment or technology to perform work efficiently or enough labor to perform work on time or to determine when an emergency exists and to take whatever action as may be necessary to continue the District's operations during such emergency.

The Employer's exercise of or failure to exercise any management right, prerogative or function in any given circumstances shall not be deemed a waiver, limitation or modification of the Employer's management rights and prerogatives.

ARTICLE IV CONDITIONS OF EMPLOYMENT

Emergency Work

Due to the critical nature of the District's operations and its importance to the health and welfare of the area, it is recognized that employees may be called to duty in an emergency and in such a case no employee shall have the right to refuse to report to work. By way of example, an emergency is understood to include an event which unexpectedly impedes the delivery of water services or district operations, such as a water main break, a utility outage, a storm, filtration issues, a pandemic, and a declared state of emergency.

ARTICLE V WORKING HOURS

The work week for employees shall be Monday through Friday from 7:30 AM to 4:00 PM with a 1/2 hour unpaid lunch period except that shifts may be adjusted on any day(s) due to an

emergency, weather, or to finish a project; and the employer may change the employees' weekly schedule to four, ten-hour days with notice to affected employees by 4:00 p.m. on the prior Wednesday. In the event that the Superintendent extends a shift(s) for any reason without 24 hours' advance notice to employees before the shift begins, and such extension would result in an employee's work week exceeding forty (40) hours, the employee may choose to work their regularly scheduled shift(s) for the rest of the work week to earn overtime, or, if they obtain approval from the Superintendent, may choose to use flex time so that their work week totals forty hours. It has been determined that service to the public requires that all positions in the District shall be staffed at all times from 7:30 AM to 4:00 PM. Therefore, it is understood that the employees' lunch or rest periods may be interrupted to provide continuous service during these periods and that breaks and lunches will not be taken at times that interfere with operations. It is also understood that, on occasion, employees may work through their lunch and leave at 3:30 PM but only after obtaining approval in advance from the Superintendent so that coverage can be obtained if needed. Employees will be allowed a paid 15 minute rest period twice each workday to be taken at an appropriate time in the morning and in the afternoon.

ARTICLE VI WAGES

Section 1 - Schedule of Wages

The regular wage rates shown on Schedule A, attached hereto, shall apply to the job classifications listed on the schedule and shall be in effect for the term of the Agreement. The parties agree that the rates shall be the regular straight time rates used for the computation of straight time and overtime pay.

Section 2 – Stand-by Duties and Pay

Any Non-Office staff assigned by the District to do stand-by duty for the purpose of taking trouble calls outside of their normal scheduled working hours shall be paid for such stand-by duty as follows: (a) eight (8) hours pay at straight-time rates to stand by for seven (7) consecutive days. Stand-by time is understood to span seven days - for each work day it goes from the end of the employee's shift to the start of their shift the next day and lasts all weekend until the start of their first weekday shift. When a holiday is observed within the stand-by period, two (2) hours' pay at straight-time rates will be added to the amount otherwise paid for such stand-by period. Four (4) hours pay at straight-time rates will be added for Thanksgiving week. The employee on standby will be required to work on Saturday from 7:30 AM to 9:30 AM (2 hours at 1.5 their hourly rate) and on Sunday from 7:30 AM to 9:30 AM (2 hours at 1.5 their hourly rate). Standby is assigned on a rotation.

ARTICLE VII PREMIUM PAY

Section 1 - Authorization of Overtime

Overtime shall be worked only on authorization of the Superintendent or designee. No employee shall work more than sixteen (16) consecutive hours without the specific approval of the Superintendent and in no case more than twenty-four (24) consecutive hours with an eight (8)

hour break. Except as set forth in Article V (Working Hours), there is no guarantee of overtime work. Only hours actually worked will count towards the calculation of overtime.

Section 2 - Overtime Pay

Except as detailed below, employees shall be paid time and one half (1 1/2) for all hours worked over forty (40) in a work week; except employees(s) on standby will be governed by Article VI, (Wages) Section 2. Vacation hours and Holiday hours are not considered as hours worked.

Compensatory time in lieu of overtime:

Employees may request compensatory time off in lieu of overtime pay at a rate of time and (1/2) hours off for every hour actually worked over forty (40) hours in a given work week. Employees will record their overtime, accumulated compensatory time, and used compensatory time on their regular weekly time sheets, which must be approved by the Superintendent in order for the time to be compensated. Employees who have accumulated compensatory time may use that time with the Superintendent's prior approval within a reasonable period of time after their request, provided that the Superintendent determines that the absence would not unduly disrupt operations. The parties agree that a reasonable period of time will be the contract year in which the time was earned, provided that the absence occurs on a day that there is adequate coverage for the employee's absence. Compensatory time must be used in the contract year in which it was earned (January 1 - December 31) or it will be paid in the last payroll of that contract year. No employee may accrue more than 240 hours of compensatory time. Accumulated compensatory time shall be used before using annual leave.

Section 3 - Division of Overtime

Overtime is allocated by rotation to employees who are qualified for the work. Each employee on the rotation list for a position may pass on their first turn in the rotation except that they must report for the work if they receive a second call and they are medically able to work. The employer agrees to furnish a list of the previous week's overtime to the Union Steward at their request.

Section 4 - Minimum Pay for Call-In

Employees called to work outside their regularly scheduled work hours shall receive minimum pay of three (3) hours at time and one-half, or pay for the hours worked, whichever is greater. Any call for additional work received while an employee is working a "call-in" shall not be recognized as an additional call-in. A "call in" is a communication to an employee who has been released and has left work at the end of their workday directing them to report to work to engage in work immediately or at a designated time outside of their shift.

Section 5 - Working More Than Sixteen (16) Consecutive Hours

If an employee is required to work more than sixteen (16) consecutive hours, they will be allowed a period of eight (8) hours off before returning to work. Any part of the eight (8) hour

period which extends into the employee's normal work schedule will be paid for at regular straight time rates. If an employee is required to work beyond sixteen (16) consecutive hours, they will be paid at double their straight time rate for those hours (consecutive) after sixteen (16). Time off for meals will be counted in determining sixteen (16) consecutive hours worked for the purpose of this Section. If an employee is called and reports for work within 2 hours of the time they went off duty, the time off will not prevent the hours worked thereafter from being considered as consecutive with the previous hours worked.

Section 6 – Temporary Assignments Pay

Any employee who is temporarily assigned to work in a higher classification shall receive the rate of pay for such higher classification for the hours the individual so works, provided the employee works in the higher classification for two (2) consecutive hours or more. However, an employee temporarily assigned to work in a lower classification for the District's convenience shall be paid their regular rate of pay.

ARTICLE VIII VACANCIES

When a vacancy or the creation of a position occurs, the District shall post same so that all current employees have an opportunity to apply before position will be filled from the outside.

ARTICLE IX SENIORITY, PROMOTIONS & DEMOTIONS. RE-EMPLOYMENT, & PROBATIONAL PERMANENT AND TEMPORARY EMPLOYEES

Section 1 - Demotions, Furloughs, & Reduction in Force Actions

Should the District determine that operations require a reduction in personnel, an action taken to demote, furlough, or lay off employees shall be based on seniority in a represented department as follows, provided however that the employee must be qualified to perform the remaining position:

Clerical Department

- Office manager
- Office clerk

Plant and outside crews Department

- Filter plant operator
- Foreman
- Laborer
- Equipment operator

Service Department

- Service staff

Meter Department

- Meter reader

Technical Department
Technical services assistant
Technical services manager

An employee who lacks the departmental seniority or qualifications to continue working in a department in which there have been demotions, furloughs, and reductions in force but who previously worked in another department may exercise their bargaining unit seniority to bump a less senior employee in that former department.

Section 2 - Re-employment Rights

Employees who have attained seniority and have been laid off due to a cutback in operations will be reinstated to the position from which they were laid off or will have the right to be hired for a vacant position for which they are qualified before any outside applicant. Such a right will extend one year after the date the employee's job was terminated. The employee shall be capable of performing the duties of the position being filled. An employee who does not exercise their right to reinstatement or re-employment shall receive a week of pay for every year of work.

Section 3 - Probationary and Permanent Employees

A probationary employee is one who has been hired to become a permanent employee if found qualified; and shall be considered a probationary employee for the first twelve (12) months of employment. On completion of twelve (12) months, the probationary employee will gain seniority which will date from the day the employee first reported for work.

Section 4 - Promotions

Any employee promoted to a higher job classification shall serve a six (6) month probationary period to gaining permanent status in the position.

ARTICLE X AUTHORIZED ABSENCES

Section 1 - Leave of Absence for Illness or Disability

The Employer will authorize an unpaid leave of absence up to six (6) months at the request of an ill or disabled employee who has exhausted their earned leave and requires additional time to recover from their illness or disability. The employer will grant an additional six (6) months unpaid leave of absence provided the request is submitted in writing prior to completion of the first six (6) month period.

Section 2 - Military Service

The District will abide by the laws governing the re-employment of employees who have completed military service for the United States of America. In determining seniority, military service time shall be added to the total time the employee has been employed by the District.

Section 3 - Military Reserves or National Guard Training

Employees who are members of a Military Reserve unit or the National Guard will advise the Employer promptly on receipt of orders to report for training duty with their unit. The District agrees to reimburse an employee for the difference that exists between the Reserve or Guard training pay and their regular weekly pay (no premium pay) provided that such difference will not be paid for more than two (2) weeks, covering ten (10) workdays, in any calendar year. The employee will provide the District with proper documentation of the training period and pay received as a prerequisite to receiving the pay supplement.

Section 4 - Jury Duty

It is recognized that employees may be called to serve on jury and that the wages paid by the Court for jury service are normally less than the wages paid by the District. The employer agrees that for each day an employee serves on jury, they will be granted an absence with pay provided they agree to turn over to the District the wages received that day as a juror. If court scheduling results in the employee being discharged from duty for any given day, the employee must report to the District Office for work assignment. Upon completion of jury duty the check for same with necessary related information will be promptly turned over to the District.

Section 5 - Voting

The Employer agrees to grant adequate time off with no loss of pay whenever an employee's working hours do not allow them time to vote in town, state or national elections.

ARTICLE XI UNION BUSINESS AND MEETINGS

Section 1 - Union Business

Union business will not be conducted on paid time or on the District's property except when the Employer agrees to allow the designated Union Steward reasonable amount of paid time for the following:

- (1) time (at the convenience of the District) for processing grievances related to the administration of this Agreement
- (2) time to attend negotiating meetings which are scheduled within the normal work hours of the District

Section 2 - Union Meetings with Management

It is recognized that matters relating to this Agreement will necessitate occasional meetings between the Union and the District. To arrange a meeting the Union Steward will contact the Superintendent requesting the meeting and advising of the subject matter to be discussed. The Superintendent will normally endeavor to schedule the meeting during the working hours of the normal work week at the District office on paid time. Meetings will be scheduled so as to cause minimum interference with the work of the personnel involved. No meetings will be held while any of the participants are on premium pay.

Section 3 - Bulletin Boards

The District shall permit the use of bulletin boards for posting officially signed Union bulletins.

ARTICLE XII WORKING CONDITIONS

Section 1 - Tools and Equipment

The District agrees to furnish its employees with the tools and equipment required for use on the job. Employees shall be responsible for proper care and custody of the District's tools and equipment while in their possession. All tools and equipment shall remain the property of the District and worn or damaged items shall be turned in for replacement consideration. The District will provide two (2) sets of protective clothing for employees and replace as needed on an individual basis. District will provide company cell phones for three positions (Service Tech, Meter Reader, Foreman) to be used for District business. With the exception of the person on standby, the phones will remain on charge at the District office at the end of the business day. Mileage and tolls will be reimbursed to employees that use their personal vehicles when used for authorized District business or when on-call and travelling from home to work locations for a 2-hour shift.

Section 2 - Drawing Out and Returning Material

Employees shall draw out and return material and equipment on the District's time.

Section 3 - Use of District Material and Equipment

Material and equipment owned by the Water District shall not be taken out of the general area of the District's operations without permission from the Employer.

ARTICLE XIII HOLIDAYS

Section 1 - Recognized Holidays

Full-time employees will receive fourteen paid holidays per calendar year. The following days shall be recognized as Holidays:

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

As used in this Article the word Holiday means one of the above named Holidays or the day on which it is celebrated by State employees. If a Holiday falls on a Saturday, then Friday shall be deemed to be the Holiday. If a Holiday falls on Sunday, but is celebrated on Monday, the Monday shall be deemed to be the Holiday. The District agrees any additional Holidays designated by the State of Maine will become paid holidays for its employees.

Section 2 - Holiday Pay

Employees who receive regular pay, sick pay or vacation pay on workday preceding and the workday following a recognized Holiday shall receive eight (8) hours straight time pay for the Holiday with no charge to their leave.

Section 3 - Holiday Work

An employee who is required to work on a Holiday will receive regular Holiday pay (straight time) as per Section 2 above plus time and one half for those hours worked which fall within their scheduled daily work hours. For those hours worked on a holiday which do not fall within their scheduled daily work hours, the employee will receive time and one-half plus one hour straight time pay for each hour worked.

ARTICLE XIV ANNUAL LEAVE

Section 1 - Accrual of Annual Leave

A newly hired employee will have accrued eight hours of paid leave upon completion of their first full work week. After that, Employees in a paid pay status shall, after completing their first full calendar month of employment (e.g. an employee hired on November 15 of a given year would complete their second full calendar month of employment on December 31), accrue annual leave each month as follows:

- A. 2nd full calendar month through the 3rd year – 12 days per year (8 hours per month)
- B. 4th year through the 14th year – 16 days per year - earning 11 hours per month for 11 months and earning 7 hours every 12th month.
- C. 15th year on – 20 days per year – earning 13 and 1/3 hours per month for 12 months.
- D. 20th year on – 25 days per year – earning 16 and 2/3 hours per month for 12 months.

Accrued leave shall be posted to each employee's leave account on the first workday following the month in which it was earned. Employees may use annual leave if they are medically unable to work and have exhausted their accrued sick leave and may borrow against their anticipated annual accrual if they have exhausted their accrued sick leave but will be required to compensate the District if they utilize borrowed time but their employment ends before they have accrued it.

Employees are expected to report to work at their scheduled start time. Any day or portion of a day that an employee is in Leave Without Pay status, he/she shall forfeit the accrued vacation and sick leave proportional to the work time missed.

Section 2 - Procedure for Using Annual Leave

Except in an emergency, request for use of annual leave shall be made and approved prior to the use of such leave. The Employer will consider all leave requests in a fair and impartial manner and will endeavor to grant such requests to the maximum extent possible, consistent with the District's operational requirements.

Section 3 - Annual Leave Ceiling

On March 1st each year, no employee will be allowed to have more than 30 days annual leave in their leave account. A maximum of 40 hours of annual leave may be cashed in during a calendar year; retirement contributions are exempt from this payment.

Section 4 - Seniority and Annual Leave

The employee will be required to have adequate annual leave accrued by the time they reach the date they selected to use their leave. In a conflict between employees who desire the same leave period, the employee who submitted their request first shall be given priority. If such requests were submitted the same day or if the Employer is unable to determine which request came first, seniority shall govern (seniority with the District).

Section 5 - Settlement of Leave on Retirement or Termination of Employment

On termination of duty, for any reason, an employee will be paid all the annual leave time that they have in their annual leave account. An employee planning retirement shall have the option of using their accumulated annual leave before retirement or working up to their retirement date and receiving a lump sum payment for the unused leave in their annual leave account.

ARTICLE XV SICK LEAVE

Section 1 - Accrual of Sick Leave

Employees in a paid pay status shall, after completing their first full calendar month of employment, accrue sick leave at the rate of 3/4s of a day each month. Accrued sick leave shall be posted to each employees' sick leave account on the first workday following the month in which it was earned. Employees who have exhausted all of their annual leave (either accrued or borrowed) and have exhausted their accrued sick leave may borrow against their anticipated annual accrual but will be required to compensate the District if they utilize borrowed time but their employment ends before they have accrued it.

An employee who is absent from active work due to a disability caused by a non-job-related injury or illness must first exhaust their sick leave and vacation leave accounts prior to going on medical leave of absence. Once they are on medical leave of absence status the medical, dental and life insurance coverage will continue for a period of 6 months. The District will continue to contribute the employer paid portion of the monthly premium for the six month period.

Employees are expected to report to work at their scheduled start time. Any day or portion of a day that an employee is in Leave Without Pay status, he/she shall forfeit the accrued vacation and sick leave proportional to the work time missed.

Section 2 - Procedure for using Sick Leave

Accrued sick leave may be granted to an ill or incapacitated employee when such employee reports their condition no later than 7:30 AM on the first day of their absence from duty. Accrued sick leave may be granted to an employee for medical, dental, or optical examination or treatment, provided the request for same is made no later than the day before the appointment. Absences for illness in excess of 3 days will normally require certification by a doctor. Failure to adhere to the above procedure may result in loss of pay to an employee. The Employer may waive the notification requirement. Employees may use sick leave to care for an immediate family member who is ill or needs to be accompanied for a medical, dental or optical examination or treatment.

Section 3 - Sick Leave Ceiling

Employees having over 400 hours sick leave accrued as of December 1 each year will receive payment for one-half (1/2) the amount of hours they are over the limit of 400 hours. (e.g. 430 hours accrued as of Dec. 1 – payment would be for 15 hours at the employee's current hourly rate. The 15 remaining hours would be forfeited.)

Section 4 – Maternity or Paternity Leave

The Employer recognizes that an employee may need to be absent from work due to their pregnancy or the birth of their child, or the placement of a child in the event of an adoption. Should an employee's leave (sick and annual) be insufficient to cover their absence from work, the Employer may, on request, grant the employee an unpaid leave of absence not to exceed 1 year, but the employer is only obligated to continue the employee's insurance coverage for up to six months and this leave will run concurrently with any applicable federal or Maine leave that has not already been exhausted.

On completion of the leave of absence, the employee will be expected to return to work with no loss of those benefits which are based on seniority.

Section 5 - Sick Leave at Retirement

An employee retiring will be allowed to credit unused sick leave to their seniority for pension purposes in accordance with the applicable MePERS rules.

ARTICLE XVI EMPLOYEE BENEFITS

Section 1 - Health Insurance

The District agrees to pay 100% of Maine Municipal Employees Health Trust POS200 plan for health insurance and dental insurance coverage. In the event that there shall be enacted any federal or state legislation providing additional benefits in the field of health, medical, dental, hospitalization, and nursing care, the parties agree at the request of either one to renegotiate the benefits provided under this Agreement in order to prevent duplication or overlapping.

Section 2 - Pension Plan

The District agrees to continue its participation in the Maine Public Employees Retirement System (MainePERS) for those employees who choose to participate in it (currently 10.1% of an employee's income). Employees who choose to participate in the ICMA 457 plan instead of MainePERS will receive an employer's contribution to the ICMA 457 plan equivalent to the District's percentage contribution to cost for MainePERS. The District will not contribute to any retirement plan for an employee who is receiving pension payments from MainePERS.

Section 3 - Life Insurance

The District agrees to pay the cost of basic life insurance for its employees. Further, the District will pay fifty per cent (50%) of the cost of supplemental life insurance for those employees who elect to carry supplemental life insurance. The employee will pay for dependent life insurance coverage if they elect to carry dependent life insurance. The District agrees to collect the employee share of the premiums via payroll deductions.

Section 4 - Educational Benefits

Employees desiring to upgrade their education in matters related to water utility service and technology may request the District's assistance and aid in sharing the cost (tuition) of certain water related education courses. To qualify for such assistance the employee planning to register for such a course must receive written management approval prior to registering for the course. (District approval will be governed by: 1. its analysis of the quality of the education, 2. its potential benefit to the District and 3. availability of funds). For an approved course, the employee will be reimbursed for 50% of the registration (tuition) cost on presentation of a receipt that the bill has been paid in full. On completion of the course and the presentation of evidence that it has been satisfactorily completed by the employee, the District will reimburse the employee for the remaining part of the tuition cost (50%) that the employee paid.

ARTICLE XVII SAFETY

Section 1 - Safety Rules

Stewards of the Union and the District shall meet from time to time to discuss District safety rules and other matters pertaining to safety.

Section 2 - Safety Meetings

District agrees to conduct quarterly safety meetings to promote safety on the job.

Section 3 - Accident Investigations

District superintendent, Union Steward, Safety Manager and employee involved in any accident will form investigation committee for the purpose of further prevention.

Section 4 – Boots Allowance

The District will pay employees required to wear steel toe boots / shoes a \$175.00 reimbursement twice per calendar year.

ARTICLE XVIII LOCKOUTS STRIKES WORK SLOWDOWNS OR STOPPAGES

Section 1 - Lockouts

The District agrees that it will not conduct a lockout against its employees.

Section 2 - Strikes, Work Slowdowns, or Stoppages

The Union agrees that it will not support strikes, work slowdowns or stoppages conducted by employees of the District.

ARTICLE XIX CONSOLIDATION OR MERGER OF DISTRICT

In case of consolidation or merger of the District with any other District, or sale of all or a substantial part of its property, the provisions of this Agreement will continue to apply to the extent legally permissible to the employees covered by this Agreement, and the District will require any other District involved in the consolidation or merger to assume this Agreement to the extent legally possible.

ARTICLE XX PROGRESSIVE DISCIPLINE

The District agrees to the following plan for progressive discipline:

1st offense - verbal warning; members shall be informed of their right to have a Steward present

2nd offense for subsequent problem - written warning with copies to Union Steward

3rd offense for same problem - dismissal with notifications to Union Steward

In administering progressive discipline, the Employer shall not rely upon prior offenses more than five (5) years old.

ARTICLE XXI ADJUSTMENT OF GRIEVANCES AND ARBITRATION

Section 1 - Grievance procedure steps 1 and 2

An alleged violation of this Agreement shall constitute a grievance. Grievances shall be submitted within 10 working days of the events giving rise to the grievance and be settled in accordance with the following procedure.

(a) The Steward alone or accompanied by the grievant, shall meet with the District Superintendent and orally inform the Superintendent of the grievance. If a mutually satisfactory resolution of the problem can be made at the oral meeting the grievance is dropped, if not then;

(b) within 15 working days after (a), the grievance will be reduced to writing and submitted to the District Superintendent. The grievance shall specify the Agreement clause violated, the date, time, place and details of the alleged violation and the remedy sought. The Superintendent shall answer the grievance in writing within 10 working days after receipt of the written grievance. If the Superintendent's answer is satisfactory the grievance is settled, if not then;

Section 2 - Grievance Procedure Step 3

Within 15 working days after the unsatisfactory decision of the Superintendent, the grievance may be submitted to the President of the Board of Trustees of the District, or their designated representative, by the Business Manager of the Union or their designated representative, and after a hearing, a written answer will be given the Union within 15 working days from the date the President of the District Trustees received the grievance. If the decision is satisfactory the grievance is settled, if not then;

Section 3 - Arbitration Procedure

Within 30 calendar days the grievance may be submitted to arbitration. The grievance submitted shall be written in Section I (b). If the parties/designees cannot agree on a private arbitrator, they may select the arbitrator according to the rules of the Labor Relations Connection, or they or their designees may mutually agree in writing to submit the grievance to the Maine Labor Relations Board BAC: The Board of Arbitration and Conciliation. The arbitrator's ruling shall be final and binding on the parties for the life of the Agreement. All expenses of the arbitration proceeding shall be shared equally by the parties, except expenses related to the calling of witnesses shall be borne by the party requesting the witness.

**ARTICLE XXII DATE & TERM OF AGREEMENT AND PROCEDURE FOR
NEGOTIATING CHANGES**

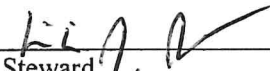
Section 1 - Effective Date and Term of Agreement

This Agreement shall become effective as of January 1, 2023 and shall remain in full force and effect through December 31, 2024.

Section 2 - Procedure for Negotiating Changes

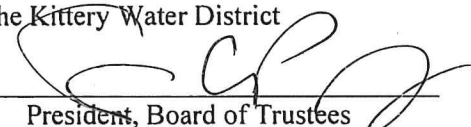
If either party desires to make changes in this Agreement, during the life of the Agreement, the proposed changes must be reduced to writing, be mutually satisfactory to both parties, and be signed by both parties.

For the employees of the Kittery Water District, Represented by International Brotherhood of Electrical Workers Local Union #1837

By: 
Steward

By: 
Business Manager IBEW 1837

For the Kittery Water District

By: 
President, Board of Trustees

Schedule A

<u>Office Manager</u>		2023	2024
Step 1	1st to 6 months	\$31.29	\$33.29
Step 2	7 to 18 months	\$32.83	\$34.83
Step 3	19 to 30 months	\$34.40	\$36.40
Step 4	31 to 42 months	\$35.26	\$37.26
Step 5	43 months or more	\$37.32	\$39.32
 <u>Office Clerk</u>			
Step 1	1st to 6 months	\$26.12	\$28.12
Step 2	7 to 18 months	\$27.96	\$29.96
Step 3	19 to 30 months	\$28.86	\$30.86
Step 4	31 to 42 months	\$29.69	\$31.69
Step 5	43 months or more	\$30.55	\$32.55
 <u>Technical Services Manager</u>			
Step 1	1st to 6 months	\$40.22	\$42.22
Step 2	7 to 18 months	\$41.78	\$43.78
Step 3	19 to 30 months	\$43.36	\$45.36
Step 4	31 to 42 months	\$45.01	\$47.01
Step 5	43 months or more	\$46.72	\$48.72
 <u>Technical Services Assistant</u>			
Step 1	1st to 6 months	\$30.39	\$32.39
Step 2	7 to 18 months	\$31.55	\$33.55
Step 3	19 to 30 months	\$32.72	\$34.72
Step 4	31 to 42 months	\$33.93	\$35.93
Step 5	43 months or more	\$35.56	\$37.56
 <u>Foreman</u>			
Step 1	1st to 6 months	\$32.05	\$34.05
Step 2	7 to 18 months	\$33.55	\$35.55
Step 3	19 to 30 months	\$34.98	\$36.98
Step 4	31 to 42 months	\$35.78	\$37.78
Step 5	43 months or more	\$36.67	\$38.67
 <u>Laborer * **</u>			
Step 1	1st to 6 months	\$26.12	\$28.12
Step 2	7 to 18 months	\$27.96	\$29.96
Step 3	19 to 30 months	\$28.86	\$30.86
Step 4	31 to 42 months	\$29.69	\$31.69
Step 5	43 months or more	\$30.55	\$32.55
 <u>Service Staff</u>			
Step 1	1st to 6 months	\$27.60	\$29.60

Step 2	7 to 18 months	\$29.84	\$31.84
Step 3	19 to 30 months	\$30.62	\$32.62
Step 4	31 to 42 months	\$31.41	\$33.41
Step 5	43 months or more	\$32.33	\$34.33

Meter Reader

Step 1	1st to 6 months	\$27.47	\$29.47
Step 2	7 to 18 months	\$29.61	\$31.61
Step 3	19 to 30 months	\$30.38	\$32.38
Step 4	31 to 42 months	\$31.18	\$33.18
Step 5	43 months or more	\$32.09	\$34.09

Filter Plant Operator
(Class 4) ***

Step 1	1st to 6 months	\$31.73	\$33.73
Step 2	7 to 18 months	\$32.69	\$34.69
Step 3	19 to 30 months	\$33.64	\$35.64
Step 4	31 to 42 months	\$34.60	\$36.60
Step 5	43 months or more	\$35.63	\$37.63

Filter Plant Operator
(Class 3)

Step 1	1st to 6 months	\$30.87	\$32.87
Step 2	7 to 18 months	\$31.73	\$33.73
Step 3	19 to 30 months	\$32.69	\$34.69
Step 4	31 to 42 months	\$33.64	\$35.64
Step 5	43 months or more	\$34.60	\$36.60

Filter Plant Operator
(Class 2)

Step 1	1st to 6 months	\$29.99	\$31.99
Step 2	7 to 18 months	\$30.87	\$32.87
Step 3	19 to 30 months	\$31.73	\$33.73
Step 4	31 to 42 months	\$32.69	\$34.69
Step 5	43 months or more	\$33.64	\$35.64

Filter Plant Operator
(Class 1)

Step 1	1st to 6 months	\$29.15	\$31.15
Step 2	7 to 18 months	\$29.99	\$31.99
Step 3	19 to 30 months	\$30.87	\$32.87
Step 4	31 to 42 months	\$31.73	\$33.73
Step 5	43 months or more	\$32.69	\$34.69

Unlicensed Filter Plant
Operator

Step 1	1st to 6 months	\$27.47	\$29.47
Step 2	7 to 18 months	\$29.61	\$31.61

Step 3	19 to 30 months	\$30.38	\$32.38
Step 4	31 to 42 months	\$31.18	\$33.18
Step 5	43 months or more	\$32.09	\$34.09

Equipment Operator

Step 1	1st to 6 months	\$28.12	\$30.12
Step 2	7 to 18 months	\$29.96	\$31.96
Step 3	19 to 30 months	\$30.86	\$32.86
Step 4	31 to 42 months	\$31.69	\$33.69
Step 5	43 months or more	\$32.55	\$34.55

* Laborers that have a valid commercial drivers license (CDL) for either a class 1 or class 2 license will earn an additional \$.30 per hour.

** Employees that are classified as an Assistant Working Foreman shall earn an additional \$1.10 per hour.

*** The senior Class 4 Filter Plant Operator shall earn an additional \$1.00 per hour. The designation of senior Class 4 Filter Plant Operator shall expire upon the retirement of the current employee in the position.

Employees receive \$0.60 per hour longevity increase every five years.

A Chief Plant Operator designated by the Superintendent shall earn an additional \$2.00 per hour.