

AGREEMENT

Between The

CUMBERLAND COUNTY COMMISSIONERS

AND

Cumberland County Communications Association

January 1, 2022 - December 31, 2024

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PREAMBLE

Pursuant to the provisions of Chapter 9A, Revised Statutes of Maine, Title 26 as enacted by the Maine Legislature, Revised September 1981 of the Municipal Public Employees Labor Relations Act, this Agreement is entered into by the County of Cumberland (hereinafter known as Employer) and Cumberland County Communications Association (hereinafter known as Association) to promote fair and equitable treatment, harmonious relationships, to preserve employee morale, promote effective County operations and to establish an equitable and peaceful procedure for the resolution of differences.

ARTICLE 1 - RECOGNITION

Pursuant to the Agreement on Appropriate Bargaining Unit dated December 14, 1981 and as subsequently amended, the County recognizes Cumberland County Communications Association as the sole and exclusive bargaining representative for the purposes of negotiations with respect to wages, hours of work, working conditions, and all other terms and conditions of employment for the employees of Cumberland County Communications Center as listed in Appendix B. of this Agreement.

ARTICLE 2 - DEFINITIONS

- A. **Full-Time Employee** - An employee scheduled to work 40 hours per week on a regular basis. Full-time employees receive all benefits as provided herein upon the effective date of employment unless otherwise specifically provided for in this Agreement.
- B. **Probationary Employee** - An employee shall be considered a probationary employee in the initial six (6) month period of employment except as provided in Article 26 section E.
- C. **Employer** - The Cumberland County Commissioners and/or their designated agent(s).
- D. **Grievant** - A bargaining unit employee who has completed the probationary period.
- E. **Immediate Supervisor** - The shift supervisor as specified in the organizational structure.
- F. **Days** - Days shall mean Monday through Friday excluding legal holidays as proscribed by the Agreement. This definition shall apply to the grievance procedure only.
- G. **Association** - The Cumberland County Communications Association.
- H. **Steward** - Designated representatives of the CCCA as defined in section G. above.
- I. **Chapter Chairperson** - The Chief Executive Officer of the Association as defined in section H above.
- J. **Continuous Service** - Continuous service shall be uninterrupted service in the department.

ARTICLE 3- GRIEVANCE PROCEDURE

A. Grievant

Any bargaining unit employee or the Association on behalf of itself or any grievant, will have the right to present grievances in accordance with the procedure set forth herein.

B. Grievance

A grievance shall be defined as a dispute as to the meaning or application of the specific terms of the collective bargaining agreement.

C. Stewards

One (1) steward or Chief Steward may attend any grievance meetings with management at Step 1 and one (1) steward and/or Chief Steward may attend any grievance meetings at Step 2 of this procedure. Further, one (1) additional steward may attend the grievance hearing on his/her own time for training purposes.

D. Procedure

1. Step 1 - Department Head or Designee

When an employee and/or the Association feels aggrieved, a grievance may be presented to the Department Head or designee in writing within fifteen (15) days of the act or omission which gave rise to the grievance or within fifteen (15) days from the date the employee reasonably became aware of the grievance, whichever is later. The Department Head or his/her designee shall meet with the grievant within ten (10) days of the receipt of the grievance. The Department Head shall write a response within ten (10) days of said meeting stating the reasons for the decision rendered. A copy of the written grievance at this level shall be forwarded to the Human Resources Office of the County at the same time it is filed with the Department Head. Any resolution of the grievance will be committed to writing by the Department Head who shall forward a copy of to the Human Resources Office.

2. Step 2 - County Manager

If the grievance is not resolved at Step 1 and the grievant or the Association wishes to pursue the grievance further, the grievant or the Association may appeal said grievance to the County Manager level for a hearing within ten (10) days of receipt of the Department Head written response or the date when it is due. The Association shall state the specific reasons for rejecting the Department Head response at Step 1. The County Manager shall meet with the grievant and the Association for the purpose of hearing the grievance within fifteen (15) days of receipt of the appeal. The County Manager shall respond in writing within ten (10) days of said hearing stating the specific reasons for the decision.

3. Step 3 -Arbitration

If the grievance still remains unsettled, the Association may within fifteen (15) days after the reply of the County Manager is received or the date on which it is due, submit a demand for

arbitration. At the same time the Association, by written notice, to the County Manager make known its intent to proceed to arbitration, it shall suggest the name(s) of arbitrator(s). If within five (5) days of receipt of such request, the parties are unable to agree to an arbitrator the Association shall submit the arbitration request to the Maine State Board of Arbitration no later than 30 days after receipt of demand for arbitration. Failure of either party to respond to the other or to request a time extension shall mean any and/or all the names suggested by the opposite party are acceptable. The decision of the arbitrator shall be final and binding on both parties. All fees and expenses of the arbitrator shall be divided equally between the parties except each party shall bear the costs of preparing and presenting its own case.

4. Electronic Filing

Any grievance or response to a grievance may be filed electronically; provided that a written copy of said grievance or response must be provided.

E. General Provisions

1. Extension of Time Limits

The time limits for processing grievances may be extended orally by mutual agreement between the parties and confirmed in writing.

2. Grievance Waiver

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

3. Election of Remedies

The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

4. Content of Grievance

Each grievance must contain the name of the grievant, the date of occurrence to the best knowledge of the grievant, the current date, and the articles of the Agreement challenged and the remedy sought. A grievance may be filed as a class action provided the members of the class are similarly situated and the class is identified.

5. Content of Appeals

All grievance appeals must be responsive to the answer at the previous step.

6. Association Grievances

Whenever the Association is grieving on behalf of an employee, the name of the employee(s) must be placed on the grievance form.

7. Filing Without the Association

Nothing in this procedure prevents an employee from filing a grievance pursuant to 26 M.R.S.A. section 970, on his/her own behalf, provided the Association is notified, given an opportunity to be present at any meeting where the grievance is discussed, allowed to state its view and that no resolution of such grievances is inconsistent with the terms of the Agreement.

8. Filing at Lowest Level

A grievance must be initiated at the lowest level at which a remedy can be granted. If the grievant is not sure of which level of this procedure applies, the grievance must be filed at the initial step.

9. Transcripts

If either party requests that a transcript be made of an arbitration hearing, such transcript shall constitute the only official record of the hearing. The party causing such transcript to be made shall pay the costs involved and furnish the arbitrator with a copy. If the opposite party requests a copy of the transcript, it shall pay the costs to have such transcript made.

10. Non-Binding Decisions

The parties agree that Department Head may not bind the County by any grievance decision that alters or is in conflict with the terms of this Contract and that the Association officers or membership may not bind the Association by any grievance decision or agreement that alters or is in conflict with the terms of this Contract without the signed agreement of the bargaining agent.

ARTICLE 4 - DUES DEDUCTION

A. Exclusive Deduction of Dues

The Association shall have the exclusive right to payroll deduction for employees within the applicable bargaining unit and subject to the following provisions.

B. Deduction Procedures

The Employer agrees to deduct the Association weekly membership dues, and benefit program contributions from those employees who individually request in writing that such deduction be made. The amount to be deducted shall be certified to the Employer by the Association and the aggregate deductions of all the employees shall be submitted together in one check along with a list of employees having deductions made and the total amount deducted under each category, for each of these employees, to the Association by the fifteenth (15th) day of the succeeding month after which such deductions are made.

C. Resignation from Association Membership

Authorization of deductions of the Association dues shall be irrevocable during the period of

this Agreement and shall be automatically renewed for successive similar periods except that the employee may notify the County and the Treasurer of the Association not less than thirty (30) days nor more than forty-five (45) days prior to the expiration date of this Agreement of his/her desire to resign from Association membership.

D. Benefit Fund Deductions

The authorization for the deduction of Benefit Fund contributions may be stopped at any time provided the employee submits in writing to the Employer and the Association a sixty (60) day notice of such intent.

E. Indemnification of Employer

The Association shall indemnify and save the Employer harmless against all claims and suits which may arise by reason of any action taken in making deductions and remitting same to Association, pursuant to this section.

ARTICLE 5 - BULLETIN BOARDS

The Employer agrees to erect an Association bulletin board in the Communications Center and any additional location where bargaining unit employees are regularly assigned to work, for the purposes of posting Association notices. No material demeaning, derogatory, or defamatory to the Employer, political material or material advocating illegal activity shall be posted. All material posted by the Association will have the signature of a designated steward or representative of the Association.

ARTICLE 6 - ACCESS TO EMPLOYEES

A. Association Business on Employer Premises

Duly authorized representatives of the Association, shall be permitted access to work areas for the purpose of transacting business within the scope of representation. In no event will such activities interfere with the performance of employee(s) duties nor violate the agency security policies.

B. Representative Escort

Duly authorized representatives shall be permitted to enter work sites with an authorized escort, for the purpose of observing conditions under which employees are employed and to carry out the representatives legal responsibilities.

C. Notice to Employer before Access

The duly authorized representatives will, in all cases of access, notify the person in charge of the facility or his/her designee, of his/her presence. Access shall not unreasonably be denied and if denied, the reason(s) for denial shall be in writing.

ARTICLE 7- ASSOCIATION ACTIVITIES ON COUNTY TIME

A. Association Business

The Employer will grant up to four (4) hours per week to the Association President or his/her designee to conduct Association business except for negotiations. Association business shall be the preparation for and investigation and presentation of grievances, Association membership meetings, administrative Association matters, meetings of the Association Executive Committee, and meetings of the grievance Committee. The President shall report to his/her supervisor when Association business time is being taken.

B. Representation Function

When a grievant and his/her representative are required to attend a meeting regarding a grievance, internal affairs interview, disciplinary hearing, or arbitration which are scheduled while the grievance and/or his/her representative is on shift, they shall be permitted to participate without loss of pay or without loss of Association time. Informal communication between Association officials and management will not be deducted from Association time.

C. Negotiations

One bargaining unit member who is on duty will be permitted to participate in negotiation sessions without a loss of pay; provided however, that the unit member may be required to return to work during a negotiation session if needed.

ARTICLE 8- LEAVES OF ABSENCE

A. Family Medical Leave

The County may take whatever reasonable steps are deemed to be needed to comply with the Family and Medical Leave Act of 1993.

In the event an employee on a certified Intermittent FMLA with documented medical restrictions is unable to be held or forced over to extend shifts or work additional hours due to a staffing shortage or other emergency circumstance when the employee would normally be asked to do so pursuant to Article 15, Wages, Sections F.4 & 5, the employee shall be bypassed and charged for the hold/force. The number of hours the employee would have been scheduled to work on the hold/force shall be deducted from their allotted 480 hours of Family Medical Leave in their designation period. The employee shall be paid utilizing accrued benefit time leave time (sick, vacation, holiday, personal), to the extent it is available.

B. Extended Medical Leaves of Absence without Pay for Illness or Injury

- 1.) Should an employee not be eligible for or have otherwise exhausted other available leave, such as FMLA, or require an extension of leave due to a disability or serious health condition, the employee may be eligible to take a leave of absence pursuant to this section where medically necessary. All leave requests will be reviewed pursuant to applicable state and federal law including but not limited to the Family Medical Leave Act and the Americans with Disabilities Act (the "ADA").

- 2.) When an employee is unable to work, and has been absent continuously from work for a period of twelve (12) weeks, or for periods of absence within a twelve (12) month period totaling the equivalent of twelve (12) weeks, under FMLA, including any combination of paid or unpaid sick leave or approved leave of absence for medical reasons including FMLA, the employee's status is changed to "inactive." That change maintains the person's status as an employee while allowing the County to fill the position from which he or she is absent. Inactive employees may apply as internal applicants for future vacancies. During the "inactive" status current benefits may be maintained. The County will continue to pay its portion of the benefits premium as long as the inactive employee is in pay status. Once the inactive employee is no longer in pay status, benefits may be maintained at the employee's expense, with no County contribution.
- 3.) Pursuant to the Americans with Disabilities Act and other applicable Maine law, the County shall provide a reasonable accommodation for a qualified employee with a disability, unless such accommodation would cause an undue hardship on the County. In some instances, a reasonable accommodation may take the form of an extended unpaid leave of absence. The employee shall inform the County of the need for an accommodation as quickly as practicable upon becoming aware that a workplace barrier exists. If the need for an accommodation is not obvious, or the employee has not already provided sufficient information to substantiate his or her qualifying medical condition, the County may request documentation of the individual's medical condition. The County may request clarification concerning the nature of the medical condition and the employee's limitations in order to identify an appropriate reasonable accommodation. The County and the employee shall engage in an interactive process to determine an effective reasonable accommodation within as quick a timeframe as is practicable under the circumstances.
- 4.) Employees seeking an extended medical leave of absence should notify the CCR Communications Director, who shall refer them to the Human Resources Department and County Manager. If leave is determined to be necessary, the initial period of disability leave will be processed as Family Medical Leave, twelve (12) weeks under the Federal law or ten (10) weeks under the Maine law, if the disability is a serious health condition as defined by the Family Medical Leave Act and the employee is otherwise eligible.
- 5.) Absent exigent circumstances, the employee shall submit written notification to the CCR Communications Director, Human Resources Department and County Manager at least thirty (30) days prior to their anticipated departure stating the probable duration of the leave. If this is not feasible, then the employee shall provide as much advance notice as possible. The County Manager will review written requests for extended medical leaves and may require the employee to furnish written medical certification from an attending physician justifying the need for the leave and setting forth the anticipated duration, and any limiting conditions or restrictions under which work may be performed before and/or after the leave.
- 6.) Prior to an employee being allowed to return to work from an extended medical leave of absence the County may send an employee to a physician or occupational health provider of its choosing for a Fitness For Duty physical exam.

- 7.) Two weeks prior to the expiration of an approved leave, the employee may request a thirty (30) day extension, or an additional period of time, from the County Manager. The employee shall be required to furnish written medical certification for the need for the extended leave.
- 8.) Extended medical leaves of absence, including extensions and renewals, shall not exceed a total combined period in excess of twelve (12) months from the start of the leave, including FMLA. If the employee does not return to work, or is unable to return to work, at the end of the twelve (12) months of leave, the employee may be terminated.
- 9.) Approved medical leaves of absence shall immediately be discontinued in the event an employee is approved for disability retirement benefits.
- 10.) Failure on the part of the employee to return to work after the expiration of an approved leave is deemed an unauthorized absence from work and a voluntary resignation from County employment.
- 11.) Accrued sick, vacation and personal leave shall be paid out to an employee on an approved medical leave of absence.
- 12.) Should an employee's attendance or work performance be unsatisfactory due to a disability or serious health condition, the County may require the employee to take an unpaid medical leave of absence pursuant to this section.
- 13.) While out of work on an approved medical leave of absence, if an employee performs work for any other employer, or as a self-employed person, the leave may be cancelled.

C. Leave of Absence for Other than Illness or Injury

Employees covered by this Agreement may be allowed a leave of absence for other than sick or disability purposes, without pay for a period not to exceed three (3) months. Leave granted by the County Manager, or Designee, pursuant to this section cannot be used in combination with unpaid sick leave referred to sections A and B of this Article.

D. Jury Duty

An employee shall be excused from work when required to respond to a summons for jury duty or to serve as a juror. The County will pay the employee the difference between their regular pay and juror's pay, pursuant to the following conditions:

- 1.) Employees continue to be paid their regular weekly wages during the time they are fulfilling their obligations as a juror;
- 2.) Employees provide the CCRCC Director and Human Resources Director with an official statement of their juror's pay as soon as possible.
- 3.) If such juror's pay is less than the employee's regular pay for the period served as juror, the employee submits the entire amount of the juror's pay to the County.
- 4.) If such juror's pay is equal to or greater than the employee's regular pay for the period served as juror, the employee refunds to the County that amount of the juror's pay which is equal to the amount

paid to the employee by the County for the period served as juror.

5.) If an employee fails to turn applicable jury duty pay over to the County, the County may deduct such pay from the employee's paycheck.

E. Educational Leave

Employees covered by this Agreement may be granted a leave of absence with full pay for enrollment in a special institute or courses of study which will be beneficial to the employee and the Employer, with the approval of the Employer.

F. Light Duty

Employees absent due to illness or disability may be assigned to a light duty assignment for which the employee is qualified and able to perform based on any medically documented work restrictions, provided such light duty work is available. Employees who refuse such assignment shall be denied sick leave pay. If the employee is absent and receiving Workers Compensation, assignment to light duty shall be in accordance with the provisions of the Maine Workers Compensation Act regulations.

In any event, light duty is considered to be a temporary assignment, generally not lasting more than two (2) months. Such duty may be extended when necessary. Employees shall not incur a reduction in their wage rate when assigned to light duty.

G. Military Leave

Military Leave and rights to re-employment after such leave are available to employees under the terms and conditions of applicable Federal and State law, as may be amended from time to time, including but not limited to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

The County Manager will grant any eligible full time employee military leave in accordance with applicable state and federal laws and the provisions of this section. Such military leave will be for employee attendance at any military training who is a member of any active, reserve or guard component of the U. S. Armed Forces. Employees serving their weekend and or two week training will not have their benefit time reduced.

Except as otherwise provided in this section, leave eligibility, reemployment rights and notice requirements for employees who are absent due to military training or service shall be in accordance with USERRA and all other applicable state and federal laws.

Employment rights for employees reporting back to work is as follows: For those who have been on active duty from 1 to 30 days, the limit for reporting is the next regular scheduled work period after the employee had time to travel safely and an eight hour rest period. For military service from 31 to 180 days, employees must notify the employer of their return no later than 14 days after being released from active duty. For military service of 181 days or more, employees must notify the employer of their return no later than 90 days after being released from active duty.

When, in instances of any such military training, the total pay received for such training shall equal or exceed that which would be earned by the employee in service to the County, such leave shall be without pay. When, in instances of any such military training, the total pay received for such training shall be less than that which would be earned by the employee in service to the County,

the County Manager shall grant compensatory pay to the amount of the employee's regular County salary, subject to approval by the County Commissioners. In such instances, the employee shall furnish the Human Resources Office with an official statement by the supervising military authority specifying rank, pay, and allowance.

Employees who may be requesting military leave shall give advance notice and provide a copy of their orders to the CCRCC Director, or designee, and Human Resources Department as soon as received.

H. Reserve Military Leave

Reserve military service leave and rights to re-employment after such leave is available to employees who are members of the military reserve or National Guard under the terms and conditions of applicable Federal and State law, as may be amended from time to time. For any period of reserve service up to two weeks in any calendar year, the County will compensate employees the difference between their gross regular weekly wages and their total military pay. Employees utilizing reserve service leave must furnish the Finance Department with an official statement of reserve service pay received.

Employees who are reservists or National Guard members must provide a copy of their annual drill schedule to the CCR Communications Director as soon as it is published. Employees who may be requesting military leave should give advance notice and provide a copy of their orders as soon as they are received.

ARTICLE 9- SICK LEAVE

A. Definition of Sick Leave

An employee may be granted sick leave in the following cases:

1. Personal Illness or Incapacity

Personal illness or physical incapacity to such a degree as to render the employee unable to perform the duties for the assigned position.

2. Medical and Dental Appointments

Medical leave consisting of medical and dental appointments if they cannot be scheduled during non-work hours.

B. Absences of Less Than a Day

Absences for a fraction of a day that are chargeable to sick leave shall be charged proportionately in an amount not less than thirty (30) minutes.

C. Accrual

Sick leave shall accrue at the rate of eight (8) hours a month for each calendar month of service, accumulative to a maximum of one thousand four hundred forty (1440) hours.

D. Reporting Sick Leave

Whenever possible, an employee shall report sick leave absences to the shift supervisor within two (2) hours before the start of their shift to allow sufficient time to secure a shift replacement, or if no shift supervisor is on duty to the officer in charge prior to the start of his/her regularly scheduled work day, and no less than one (1) hour before the start of his/her regularly scheduled work shift. Additionally, the shift supervisor shall report their sick leave absences to the deputy communications director. If the deputy communications director is absent due to vacation or holiday time, the shift supervisor shall report sick leave absences to the on duty supervisor.

E. Sick Leave Certification

The Employer may request certification as to the use of sick leave. The employee will be required to see a doctor designated by the Employer. Any required certificate shall be at the Employer's expense.

F. Family Sick Leave

Employees shall be granted up to ninety-six (96) hours per year to be deducted from available sick leave if the employee is needed to care for an immediate family member, as defined by 26 M.R.S.A. §636, who is ill. An immediate family member means an employee's child, spouse or parent. A child may be an adult child, and there is no requirement that the immediate family member actually reside with the employee. Grandparents, grandchildren, siblings, in-laws, and other more extended family members do not qualify.

G. Payment upon Severance from Work

Upon retirement or separation in good standing, the equivalent of one-half (1/2) accumulated sick leave shall be paid to an employee who has not had such days credited to his/her Maine State Retirement subject to the maximum of three hundred sixty (360) hours. A "good standing" retirement or separation requires a two-week (14 calendar days) notice from the employee to the County. No unused sick leave payments shall be made to any employee who is discharged for disciplinary reasons. An employee is also entitled to 100% of accrued, unused vacation leave and holiday time.

ARTICLE 10- BEREAVEMENT LEAVE

A. Immediate Family

The Employer shall grant a leave of absence without loss of pay for a period of up to forty (40) work hours for a child or stepchild, spouse, parent, step-parent, sibling, step-sibling and domestic partner and twenty-four (24) work hours for grandparent, grandchild, or parent-in-law for the purpose of attending the funeral. Such leave shall include the day of the funeral.

An employee will not be permitted to use bereavement leave for a domestic partner unless the employee and the domestic partner have filed an Affidavit of Domestic Partnership (Appendix D) with the County's Human Resources Department prior to the request for leave

under this section.

B. Other Relatives

The Employer shall grant a leave of absence without loss of pay for a period of up to sixteen (16) hours to attend the funeral of sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt or uncle. Such leave shall include the date of the funeral.

C. Close Personal Relationship

The Employer shall grant the time needed, but no more than four (4) hours, to attend the funeral of any other person with whom the employee enjoys a close personal relationship.

D. Extension of Bereavement Leave

In the event an employee requests additional time off to attend the funeral, for travel purposes, and/or to attend to the affairs of a family member, etc. in excess of the bereavement leave provided in the above sections, the CCRCC Director, or Designee may approve at their discretion the use of accrued vacation, holiday or personal leave to extend the bereavement leave period if staffing levels allow and operations are not adversely impacted.

E. Bereavement Leave During Vacation

If an employee has a death in his/her immediate family while on vacation leave, the employee may substitute bereavement leave for vacation leave for up to the number of hours permitted in Paragraph A above.

ARTICLE 11 - VACATIONS

A. The Employer shall grant vacation leave with pay to all full time employees as follows:

- | | | |
|----|-------------------------------------|-----------|
| 1. | After one (1) continuous year | 80 hours |
| 2. | After three (3) continuous years | 100 hours |
| 3. | After five (5) continuous years | 120 hours |
| 4. | After eight (8) continuous years | 140 hours |
| 5. | After ten (10) continuous years | 160 hours |
| 6. | After fifteen (15) continuous years | 180 hours |
| 7. | After twenty (20) continuous years | 200 hours |

B. Accrual and Cash Out

Vacation shall accrue on a monthly basis. The basis for accruing vacation shall be based on the employee's anniversary date. No more than two (2) times the employee's vacation that accrues in a year may be carried over to the next year. Employees may request and use accrued vacation prior to six (6) months of employment, with the approval of the Director, or designee.

Employees may be paid for ("cash out") up to eighty (80) hours of any combination of accumulated vacation or holiday time in a lump sum by requesting such payment in writing on a Request for Time Off Form (RFT), or by other procedure utilized by the Finance Department for this purpose. Payment will be by separate direct deposit advice on the first (1st) pay date in November. Written requests must be received by the Finance Department no later than two (2) weeks prior to the payout date.

C. Lateral Entry Vacation Accrual Incentive for New Hires who are Academy Certified Communications Officers

- 1.) As a recruitment incentive, new employees who are Academy Certified Communications Officers may accrue vacation leave in an annual amount up to the ten (10) years of service step. Initial vacation accrual placement when hired may be based on prior years of service in another communications center.

[Example: when a new employee is hired at the CCRCC with 8 years of prior service in another agency, they will initially accrue 140 hours of vacation leave. They will be eligible to accrue 160 hours of vacation leave (next step) after two years of continuous service. If initially placed at the 10 years of service accrual rate of 160 hours, they will accrue 180 hours (next step) of vacation leave after 5 years of continuous service.

- 2.) New employees hired who are Academy Certified Communications Officers may be credited with eighty (80) hours of vacation leave available for use immediately upon hire.

D. Notice

Vacation time shall be taken on the basis of seniority if more employees request vacation at the same time than would be approved by the supervisor and provided such requests are submitted in compliance with this section. Once vacation has been approved, seniority cannot be used to bump that vacation request. Vacation requests of forty (40) hours or more shall be requested in writing thirty (30) calendar days in advance of the first day of the requested period except as noted below and shall be answered in writing within seven (7) calendar days. If an answer is not received within this time, the request shall be deemed to be granted. Exceptions to the thirty (30) day request period are as follows:

1. Vacation leave used to extend bereavement leave.

2. Vacation leave used consecutively with sick leave.
3. Vacation requests of up to sixteen (16) hours shall be requested seventy-two (72) hours before the requested period.
4. Vacation requests of seventeen (17) hours through thirty-nine (39) hours shall be requested with seven (7) calendar days notice before the requested period.
5. Requests for vacation pursuant to sections 3 and 4 above shall be answered within forty-eight (48) hours of the request. If an answer is not received within this time, the request shall be deemed granted.

E. Vacations during Holidays

1. Holidays on Scheduled Days Off

If a holiday is observed on an employee's scheduled day off, the holiday will accrue to be taken at a later date.

2. Holidays during Vacation

If a holiday falls during an employee's vacation time, the employee may opt to use a day of vacation and bank the holiday for use at a later time pursuant to Article 13A.

F. Donation of Vacation

Employees may donate forty (40) hours of accumulated vacation to other employees under the following conditions:

1. All Sick Leave Exhausted

Employees receiving such donation shall have exhausted all paid leave.

2. Authorized by the CCR Communications Director
3. Recipient is paid at their current rate of pay for the donated vacation
4. Recipient must have demonstrated judicious and responsible use of sick leave
5. No Income

No employment related payments are being received by the employee receiving the donation including but not limited to income protection, as verified by the Finance Director. The Finance Director can refuse the transfer of vacation if income is being received from any source known to the Finance Director.

G. Maine Earned Time Leave

The County shall comply with the Maine Earned Time Leave Law [ETL], Title 26, M.R.S. § 637), which became effective January 1, 2021.

ARTICLE 12- PERSONAL DAYS

A. Number and Use of Days

Employees shall be entitled to two (2) personal days per year. An employee hired on or before July 1 of any year will be granted one (1) personal day for use during that calendar year. In subsequent years of continuous employment, the employee will earn both personal days on January 1 and may use them at any time during the calendar year in which they are earned. To use a personal day, forty-eight (48) hours notice must be provided to the Director or his/her designee; provided however, a supervisor may permit the use of a personal day with less than forty-eight (48) hours notice if staffing permits.

B. Use of Personal Days on Holidays

No personal days may be used on the holidays of July 4 (actual), Thanksgiving, Christmas Day (Dec. 25), or New Year's Day (Jan. 1).

C. Computation for Overtime

Personal leave days shall be computed as time worked for purposes of overtime pay.

ARTICLE 13- HOLIDAYS

A. Holidays

The paid holidays are: New Year's Day, Martin Luther King Day, Presidents Day, Patriots Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

During the period including Thanksgiving Day, Christmas Day, and New Year's Day inclusive, no employee shall be scheduled or required to work more than two (2) of the (3) holidays that occur during that period.

Effective July 5, 2017, holidays shall be paid as follows:

An employee shall receive eight (8) hours of straight time pay as holiday pay for each holiday.

In addition, if an employee works on the actual day of one of the holidays listed, s/he shall be paid at time and one-half (1.5x) for all hours worked on the holiday; provided however, all work performed on July 4, Thanksgiving and Christmas will be paid at double time. All holidays will be banked for use at a later time, unless the employee opts to be paid for the holiday. If the employee wants to be paid for the holiday, such payment must be requested prior to the end of the pay period in which the holiday falls.

B. Computation for Overtime

Holiday base pay shall be computed as time worked for purposes of *overtime* pay.

C. Additional Holidays

Additional holidays designated by the President of the United States and the Governor of Maine or the County Commissioners shall also be paid holidays.

D. Holiday on Vacation or Day Off

1. Holiday on Scheduled Day Off

If a holiday falls on employees scheduled day off the holiday will accrue to be taken at a later date.

2. Holiday During Vacation

If a holiday falls during an employee's vacation time, the employee may opt to use a day of vacation and bank the holiday for use at a later time pursuant to Article 13.

E. Notice

Accrued holiday time shall be taken on the basis of seniority if more employees request the same leave period than can be accommodated by scheduling as long as requests are submitted in compliance with this section. Leave of eight (8) hours or more shall require a forty-eight (48) hour advance request in writing and shall be answered in writing within twenty-four (24) hours or shall be deemed granted.

Exceptions to the notice period are as follows:

1. Holidays used to extend bereavement leave.
2. Holidays used to extend sick leave once sick leave has been exhausted.

F. Accrual of Holidays

Employees may accumulate all thirteen (13) holidays and carry them forward into a new calendar year. Employees may use their holidays as provided in this article, or be paid for (cash out) up to eighty (80) hours of any combination of accumulated holiday or vacation time in a lump sum by requesting such payment in writing on a Request for Time Off Form (RFT), or by procedure utilized by the Finance Department for this purpose. Payment will be made by separate direct deposit advice on the first (1st) pay date in November. Written requests must be received by the Finance Department no later than two (2) weeks prior to the payout date.

G. Donation of Holidays

Employees may donate accumulated holidays to other employees under the following conditions:

1. All Leave Exhausted

Employees receiving such donation shall have exhausted all paid leave.

2. Authorized by the CCR Communications Director.
3. Recipient must have demonstrated judicious and responsible use of sick leave
4. Rate of Pay

The employee receiving the transfer shall receive his/her regular rate and the employee making the contribution shall have the day's pay deducted at this/her regular rate.

ARTICLE 14- REST BREAKS

A. Rest Breaks

Rest breaks of fifteen (15) minutes maximum shall be granted by the department head or designee once during the first half and once during the last half of the work shift when possible. Dispatchers who are scheduled to work twelve (12) hour shifts shall receive a break about every four (4) hours. No break will be granted during a period of emergency operation affecting the health, safety, and welfare of the County citizens

ARTICLE 15- WAGES

A. Wages

1. Wages:

Employees shall be paid in accordance with Appendix A. Retroactive pay, if applicable, shall be paid to those employees who are covered by the CCCA Collective Bargaining Agreement as of the date of ratification of this agreement.

- a.1. Year 1 - Retroactive the first pay week in January 2022, the base hourly wage scale shall be increased by six percent (6.0%)
- a.2. Year 1 - Upon ratification of this successor Agreement by the County Commissioners, all bargaining unit members employed as of the date of ratification shall receive a one-time, lump sum payment in the amount of \$2,5000, minus applicable state, federal, and MainePERS withholdings. The payment will be by direct deposit and processed by the Finance Dept. as soon as is practicable, but no later than the third pay week after ratification.
- b. Year 2 - Effective the first pay week in January 2023, the base hourly wage scale shall be increased by five percent (5.0%).
- c. Year 3 - Effective the first pay week in January 2024, the base hourly wage scale shall be increased by five percent (5.0%)

2. Placement on Pay Scale - Lateral Service Credit

Newly hired employees who are Academy Certified Communications Officers (ACCO) with prior experience working in another communications center may be initially placed up to the 10 years of service step on the pay scale for comparable years of credible service.

Lateral service credit and initial placement on the pay scale may be determined by the CCRCC Director and Human Resources Director upon a review of prior work experience and credible service as an ACCO.

[Example: A new ACCO who is initially placed at the 3-year step for comparable outside years of service will advance to 5 years of service step after 2 years at the CCRCC. Similarly, if initially placed at the 10-year step for outside service, they may advance to the 15-year step after 5 years of service at the CCRCC.]

3. Effective Date of Pay Increases

Pay increases will be effective on the first day of a pay week. Pay rate changes such as step and grade changes will be effective on the first day of a pay week. Pay changes based on an anniversary or seniority date which falls from the first day of a pay week through Wednesday of that week will be effective as of the first day of that pay week and effective on the first day of the next pay period for anniversary or seniority dates that fall after Wednesday of that week.

4. Shift Differential

Employees who work the evening shift from 3:00 p.m. to 11:00 p.m.; 1500 to 2300 hours, shall receive a stipend of \$.25 per hour. Employees who work the night shift from 11:00 p.m. to 7:00 a.m.; 2300 to 0700 hours, shall receive a stipend of \$.40 per hour.

Effective the first pay week in January 2023, employees who work the evening shift from 3:00 p.m. to 11:00 p.m.; 1500 to 2300 hours, shall receive a stipend of \$0.35 per hour. Employees who work the night shift from 11:00 p.m. to 7:00 a.m.; 2300 to 0700 hours, shall receive a stipend of \$0.50 per hour.

Effective the first pay week in January 2024, shift differentials shall be increased to \$0.45 and \$0.60 per hour, respectively.

B. Field Training Officer Pay (FTO)

1. A stipend of one dollar (\$1.00) per hour will be paid to FTO's during training time to qualify employees.
2. FTO's are eligible for paid time off after completion of an extended FTO training process, as follows:
 - a. Eight (8) hours of paid time off after an 18-week training session
 - b. Four (4) hours of paid time off after a 9-week training session.

3. The CCRCC Director, or Designee, and FTO will coordinate and schedule the paid time off as soon as is practicable following completion of the extended training session.
4. Paid time off will be scheduled on a day when the CCRCC is sufficiently staffed and filling the vacant shift will not create overtime.

C. Promotion

When a Dispatcher is promoted to a Supervisor position they shall be placed on the Supervisor hourly wage scale as indicated in Appendix A.

D. Pay in a Higher Classification

1. Officer in Charge (OIC)

The OIC is responsible for ensuring that the highest quality of service is provided to the citizens and public safety agencies served by the CCRCC.

Effective as soon as practicable upon the ratification of this successor Agreement, the CCRCC Director, or Designee, will initiate a selection process to designate up to a maximum of fifteen (15) qualified Officers in Charge (OIC). Designated OICs shall receive a \$0.25 per hour differential added to their base hourly rate of pay.

Designated OICs will serve as a Field Training Officer (FTO) when designated, and assist in the coordination of the operations of the CCRCC in the absence of a shift supervisor. Additional FTO compensation as defined in the above Section B, Field Training Officer Pay, is not in addition to OIC pay.

Officer in Charge Minimum Qualifications

- Minimum of 1 year of continuous service at the CCRCC as a Public Safety Dispatcher
- Performs all functions of a Public Safety Dispatcher, and is capable of working all stations within the CCRCC
- Certified Field Training Officer (FTO) or Certified Agency Quality Assurance (QA) Specialist, or the ability to become certified within six (6) months; may be extended for extenuating circumstances with approval of the CCRCC Director

Officer in Charge Selection Process

- Submit a letter of request to the CCRCC Director, or Designee
- Participate in an interview with oral board comprised of a minimum of one representative from CCRCC management, CCCA, and Human Resources. Final decisions shall be made by the CCRCC Director.

When there is no supervisor on a shift, the supervisor on the previous shift shall designate a

qualified Officer in Charge (OIC) who shall perform the full range of responsibilities of a supervisor.

When there is no supervisor or designated OICs on a shift, the supervisor on the previous shift shall designate a Dispatcher to serve as the OIC, and shall be paid an additional \$1.50 per hour for all hours worked in the OIC capacity.

2. Bargaining Unit Position

When there is no supervisor on a shift, the most senior dispatcher working the shift shall be designated as the Officer in Charge (OIC) and shall perform the full range of responsibilities of a supervisor and shall be paid an additional \$1.50 per hour for all hours worked in the OIC capacity.

3. Non-Bargaining Unit Position

When a unit employee is requested to perform a significant amount of work for an employee in a higher classification not in the bargaining unit, management will discuss the responsibilities that will be performed with the unit employee. If the duty the unit employee is expected to perform is a significant amount of the non-unit employee's work, the unit employee will receive a 5.0% increase to their base hourly rate of pay for all hours worked for the duration of the higher classification, non-bargaining unit temporary assignment.

E. Overtime Pay

Overtime will be paid for all hours worked over forty (40) in a seven (7) day work period, which includes pass down time at the end & beginning of shifts.

F. Overtime List

Overtime offered to unit employees shall be done on a rotation basis by seniority as follows:

1. Overtime List

Overtime will be offered to qualified unit members on a rotation basis based on seniority.

2. Overtime Known Five or More Days in Advance

Overtime shifts known five (5) or more days in advance shall be entered into the electronic "overtime book." The shifts will include date and time requested and closing date.

Unit members will sign the overtime book electronically indicating whether or not they would accept the overtime shift or a partial shift. After the closing date, the shift will be offered by rotation to the next senior unit members who expressed availability for the shift. If a unit member does not sign the book, it will be assumed that the member is not available to work the shift.

Once a shift has been filled with the next senior unit member, that unit member will go to the bottom of the next due seniority list.

3. Overtime Shifts known fewer than Five Days in Advance

Overtime shifts known fewer than five (5) days in advance will not be required to be placed in the overtime book. These shifts will be offered by supervisors/Ole using the unit seniority list, provided however, a page-gated shift is subject to a 30 minute "wait" period then filled by seniority rotation until the shift is filled. Once a unit member has accepted a shift, that unit member goes to the bottom of the next seniority list.

4. Overtime Not Requiring Use of Seniority List

When overtime is offered under the following circumstances, it is not required that the seniority list be used:

- a. Any block or shift portion of four (4) hours or less.
- b. Any "emergency" situation, such as Incident Command Dispatching, CCRCC staffing shortage and inclement weather staffing.

5. Maximum Allowable Overtime per Week

Unit employees are restricted to physically working a maximum of seventy-two (72) hours per payroll week; thirty-two (32) hours of overtime per payroll week, with the following exceptions:

- a. Management declares a situational emergency which requires additional staffing;
- b. Overtime as a result of training/meetings, or hours not physically worked (example: holiday pay) shall not count towards the thirty-two (32) hours;
- c. Employees may still be "forced" if they are next on the Force rotation list.

6. Filling of Requests for Time-Off (RTOs)

Supervisory / OIC staff will advertise Requests for Time off (RTOs) electronically, in accordance Article 15, Section F.

- a. **Seniority.** RTO's submitted at the same time (same day) will give preference to Seniority. After the same day, preference will be given to 'first come, first served'.
- b. **Shift / hours worked.** RTO's on different shifts, different hours worked on the same day, will be handled separately. As an example: In the event a day shift RTO was denied, RTO's for evening and / or overnight shifts will still be considered based on the criteria detailed in Paragraphs A and B.

7. Overtime during Suspensions from Work

Employees out of work due to suspension without pay shall not be eligible to be called for overtime in the pay period(s) of the suspension. Each opportunity to work overtime during the time of suspension shall be counted as time worked for the purposes of equalization.

G. No Guarantee of Overtime

Section F does not guarantee overtime to unit employees over non-unit employees.

H. Employees Held Over

Employees who are held over at the end of their shift for four (4) or more hours are entitled to a meal allowance not to exceed \$10.00.

Effective upon ratification of this successor Agreement, the meal reimbursement allowance increases to an amount not to exceed \$15.00.

I. Employees Forced to Work

Should an employee be forced to work in a week in which the employee uses a vacation day, all the hours worked on the force will be paid at time and one-half. However, should the employee call out of work sick in the same pay week which vacation and the corresponding force occurred, the time and a half rate will be adjusted to straight time.

J. Payment for College Degrees

Employees possessing a university or college degree shall be paid as listed below.

1. B.A. or B.S. Degree .38 an hour
2. A.A. Degree .19 an hour

K. Special Assignments

Effective the first pay period in January, 2020, the four employees assigned by the CCRCC Director, or designee, to serve as the terminal agency coordinator (TAC), response plans coordinator, employee scheduler, and lead QA Specialist shall receive a stipend in the amount of \$0.20 per hour added to their base hourly rate of pay.

ARTICLE 16- WORK WEEK AND WORK DAY

A. Regular Work Week and Schedule Changes

1. Shift schedules for dispatchers and supervisors shall consist of: four 10's // two 12's and two 8's // five 8's. The schedule for supervisors and dispatchers shall include a thirty (30) minute paid meal break.

Calculation of leave time and holidays shall be based on an eight (8) hour work day as provided in the June 15, 1998, memorandum of agreement.

2. Work Week for Pay Purposes

During the term of this Agreement, the designated work week for payroll purposes shall be 7:00 a.m. on Monday to 6:59 a.m. the following Monday.

B. Non Unit Personnel

Non-unit personnel shall not be permitted to fill unit vacancies unless unit members are unavailable or there is an emergency.

C. Limit on Hours Worked

Employees will not be permitted to work more than 16 hours in a day without an eight-hour break, except in cases of extreme emergency.

D. Shift Swaps

Employees may voluntarily swap shifts within the same job classification.

An employee may voluntarily substitute for another employee during scheduled work hours without having the substituting time count toward hours worked when calculating overtime. The hours worked shall be excluded in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation under the FLSA. When one employee voluntarily substitutes (swaps shifts) for another employee each employee will be credited as if he/she had worked his/her normal work schedule for that shift. Scheduled employees will be paid for any overtime to which they would be entitled if they had actually worked the scheduled shift. Overtime time may not be withheld based on the reasoning that the employee scheduled to work the shift did not actually do the work and did not exceed the overtime threshold of over 40 hours in the same pay period as defined in Sec. A.2, above. Employees must be qualified to work the post h/she is swapping to. Swapping of overtime shifts is prohibited and a swap cannot create overtime. Swaps must be completed within the same pay period.

Requests for shift swaps must be submitted, in writing to a CCRCC Supervisor, in an approved format that shows that both parties are requesting the swap no later than Monday of the pay week in which the shift swap is to occur. The request must be approved, in writing, by a CCRCC Supervisor, prior to the occurrence of the shift swap.

A "swap on" employee who has voluntarily agreed, and been approved by the CCRCC Director or designee, to work another "swap off" employee's shift shall be required to use their accrued benefit leave to the extent available (sick, vacation, personal, holiday) if he/she misses or is unable to work the shift trade.

A Supervisor may swap shifts with a line staff member, with prior approval of the CCRCC Director or Deputy Director.

ARTICLE 17- CALL IN PAY

A. Call Back Pay

Employees called back to work shall receive a minimum of four (4) hours pay at the appropriate rate of pay. In lieu of pay, employees may take compensatory time at the appropriate rate, as may be allowable by the Fair Labor Standards Act or other appropriate statutory reference. This section applies only when a call back results in hours worked which are not annexed consecutively to one end or the other of the working day or working shift. This section does not apply to scheduled overtime, call-in time annexed to the beginning of the work shift or holdover times annexed to the end of the work shift or work day.

B. Call Back Work

There will be no requirement for the employee to remain working beyond the time necessary to satisfactorily perform the assignment for which the employee was originally called.

ARTICLE 18- COURT APPEARANCE

Employees required to report to testify in Court on behalf of the Employer will be paid their regular rate of pay for a minimum of three (3) hours.

1. Employees who are compensated by the County for attendance at court are required to turn over to the County any witness fees or other compensation received for such appearances.

2. Private litigation

Any employee subpoenaed to appear in court as a witness in private litigation or as a party in private litigation unrelated to County employment will be given time off without pay for such attendance. Employees may use available vacation or personal time.

3. Notice requirement

Employees required to report for possible jury duty or as witnesses shall inform the CCRCC Director, or Designee, as soon as possible of such notice to report and of any subsequent obligations.

Employees shall return to work promptly to work the remainder of their regular shift after such jury or witness duties are completed.

ARTICLE 19- MILEAGE

Should an employee be required to use his personal vehicle in the course of employment for the Employer, the Employer shall reimburse the employee at the maximum standard mileage rate as set by the Internal Revenue Service.

ARTICLE 20 - INSURANCE

A. Workers Compensation

1. Workers Compensation Benefits

The Employer shall provide employees with Workers Compensation insurance and leave benefits as required by Maine law. Any future amendments or modifications to the law or regulations will be automatically incorporated as part of this Agreement.

2. Additional Benefits

Employees out of work receiving Workers Compensation, in addition to any payment due from the Workers Compensation insurance payments, shall be entitled to the following additional benefits:

- a. At an employee's discretion, accumulated vacation and holiday time may be used to continue contributions to the MainePERS System. Sufficient days will be deducted from accumulations to cover the full cost of the contributions.
- b. An employee will maintain his/her rank, shift, and days off for a period of no more than twelve (12) months while out of work and receiving Workers Compensation insurance payments provided the employee, on a monthly basis, reports in person or by telephone to the Human Resources Director or designee as to his/her current treatment plan, progress and planned date of return to duty.
- c. Employees who are receiving workers compensation may use sick leave to make up the difference between their workers compensation payment and their average weekly wage, as calculated for purposes of their workers compensation claim.

B. Retirement

1. Maine Public Employees Retirement System

The Employer shall provide retirement coverage equivalent to that currently provided by the Maine Public Employees Retirement System.

Effective January 1, 2024, employees who qualify under MainePERS regulations will be moved to the Special Plan 2C – 25 years/no age.

2. 457 Plan

Employees with three (3) years of continuous service and not in Maine Public Employees Retirement System may opt to participate in the employer provided 457 plan. The Employer

shall match up to seven (7%) of the employee's contribution to such plan.

3. Roth IRA

A Roth IRA is a savings vehicle that can complement other County retirement plans by allowing tax-free earnings and, if needed, flexible withdrawals.

Employees may participate in any Roth IRA Plan offered by the County with 100% employee contributions through payroll deduction. There is no County matching contribution. The County may contract with any Roth IRA provider(s) of its choosing. Participation shall be governed in accordance with the Plan document.

C. **Social Security**

The Employer shall provide employees with Social Security coverage or its equivalent program.

D. **Group Life Insurance**

At their own expense, employees may participate in Maine Public Employees Retirement System Group Life Insurance or the Maine Municipal Employees Health Trust (MMEHT) Group Life Insurance programs as long as they are available.

E. **Medical Insurance**

1. Medical Insurance Premiums

The Employer shall provide a comprehensive group hospital, surgical, and major medical plan for all unit employees working at least thirty 30 hours a week, and regularly scheduled year round. New employees who are eligible will be enrolled in the plan on the first of the next month following his/her date of hire. The Employer shall contribute 100% towards the cost of the individual plan, ninety percent (90%) towards the cost of the adult with children plan, and eighty percent (80%) towards the cost of family plan; provided however that for new employees hired after July 9, 2012, the County shall contribute 95% towards the cost of the individual plan.

2. Withdrawal from Coverage

Employees who voluntarily elect to withdraw from participation in the medical insurance program provided by the Employer may do so upon presentation of proof of other medical coverage at time of hire, or any time there is a qualifying event during the year. [Example: Spouse obtains medical coverage from their employer] For continuing eligibility, presentation of proof of other medical coverage must be provided to the Human Resources Department annually during the benefits open enrollment period which starts November 15, and no later than January 1. Employees withdrawing from coverage will be compensated sixty percent (60%) of the savings of single premium coverage each pay period in which a premium for health insurance is not paid by the County for the employee.

F. Insurance Payment While on Leave

The Employer will continue to contribute its portion of the health insurance premium for any employee on leave under the Family Medical Leave Act and for an employee out of work on Workers Compensation twelve (12) months from date of incapacitation. The employee may continue to participate in the group health insurance plan if s/he pays the full cost of the total monthly premium and provided that the cost of the premium is delivered to the Finance Director in the month that it is due and provided the insurance carrier allows such a person to continue as a member of the group. Failure to submit the premium payment to the Finance Director when it is due will result in the employee being dropped from the group plan.

G. Dental Insurance

1. Employees with Less Than 3 Years of Service

Employees shall be permitted to enroll in a group dental insurance program and have premiums for such program deducted from their paycheck. Only one (1) group plan shall be permitted.

2. Employees with At Least 3 Years of Service

Employees with at least three (3) years of continuous service shall be permitted to enroll in a group dental insurance program provided by the Employer. The Employer shall contribute fifty (50%) of the cost of the individual premium cost.

H. Vision Program

Employees with at least one (1) year of continuous service shall be eligible to be reimbursed for up to fifty dollars (\$50.00) per year for the cost of an eye exam from a licensed practitioner or towards the cost of eyewear, upon presentation of a dated receipt for such service. The receipt must be dated and presented in the year of the reimbursement. This benefit may be used by the employee and family members who fall under the health insurance plan.

Employees will be permitted to purchase vision insurance offered through the Maine Municipal Employees Health Trust (MMEHT) at their cost.

I. Domestic Partner Coverage

Coverage under the County's medical and dental insurance is available to domestic partners of employees subject to the rules of the Maine Municipal Health Trust and the continuation by the County in that program. The premium payment for domestic partner coverage will be the same percentage as the county pays for the family premium cost for medical and dental insurance. The County currently pays 80% of the cost of premium for family medical insurance coverage and no portion of the cost of the premium for family dental coverage. Any employee who enrolls in domestic partner coverage is liable for all taxes, state and federal income tax and FICA, on that portion of the premium paid by the County for the domestic partner coverage.

J. Income Protection Insurance

This insurance is an optional benefit offered through Maine Municipal Employee's Health Trust (MMEHT) that protects against loss for a non-occupationally incurred illness or injury. The

premiums are employee paid and coverage starts after a waiting period, which is the first of the next month following their date of hire. The County provides payroll deduction.

ARTICLE 21 - UNIFORMS

The uniforms for communications personnel will be provided by the County and will consist of the items as outlined in Appendix C.

ARTICLE 22 - TRAINING AND EDUCATION

A. License Fees

The County agrees to pay the certification and recertification licensing fees for Emergency Medical Dispatch (EMD), any required Fire and Police protocols, and any other licensing fees levied to employees by the State or any governing Agency.

B. Conferences

An employee required to attend a seminar, conference, or course of training shall be considered working and will receive his/her normal wages or salary as well as reimbursement for transportation, meals, lodging and tolls, etc.) Following completion of the seminar, conference, or training, the employee must submit proof of his/her expenses in order that payment may be disbursed. In certain circumstances, the employee may receive an advance of expenses provided application is made to the Director, or designee, at least seven (7) days prior to the commencement of the training, course, conference, or seminar.

C. Course Reimbursement

Employees will be reimbursed for the cost of tuition for college, university, or continuing education courses that are work related and approved in advance of taking the course by the County Manager who shall take into consideration the recommendations of the CCRCC and Human Resources Directors.. Work related shall mean a course that is directly related to any actual job classification within County government. The rate of reimbursement shall be up to the tuition rate charged by the University of Southern Maine. The decision of the County Manager is not subject to arbitration. Payment will be made by the Finance Department upon receipt from the employee to the Human Resources Office a transcript or other acceptable documentation showing the grade for the course and a receipt or canceled check for the amount of tuition as follows:

Employees will be reimbursed for the cost of tuition for college, university, or continuing education courses that are work related and approved in advance of taking the course by the Human Resources Director. Work related shall mean a course that is directly related to any actual job classification within County government. The rate of reimbursement shall be up to the tuition rate charged by the University of Southern Maine. The decision of the Human Resources Director is not subject to arbitration. Payment will be made by the Human Resources Director upon receipt by

the Employer of a transcript showing the grade for the course and a receipt or canceled check for the amount of tuition as follows:

- | | | |
|----|------------|--------------------|
| 1. | Grade of A | 100% reimbursement |
| 2. | Grade of B | 80 % reimbursement |
| 3. | Grade of C | 60% reimbursement |

D. Mandated Training

Employees, who do not complete the mandated State training either because the County failed to enroll the employee or because no courses were available with vacancies, shall not be terminated for such failure. The County shall apply for a waiver permitting these employees to continue working. However, if State statute requires termination, the employee shall be granted unpaid leave of absence with no benefits or seniority accrual until such required training is completed. Employees on such leave of absence shall be given a priority slot at the academy. An employee's failure to complete or enroll in required training shall be grounds for dismissal.

E. Payment for College Degrees

Employees possessing a university or college degree shall be paid as listed below.

- | | | |
|----|---------------------|-------------|
| 1. | B.A. or B.S. Degree | .38 an hour |
| 2. | A.A. Degree | .19 an hour |

F. Payment for College Degrees

The payment for such degree shall begin when the employee submits proof of such degree and it has been approved. If an employee leaves employment with the County within twelve (12) months of completion of any reimbursed course, the employee shall reimburse the County 1/12th the cost of the course for each month less than 12.

ARTICLE 23 – SENIORITY

A. Definition

1: There are two types of seniority – County seniority is defined as the length of continuous service within the County. Classification seniority is defined as length of time worked in the classification. All new employees shall serve a six (6) month probationary period, except as provided in Article 26 section E. starting with his/her first day of employment.

2. Regular Part-Time employees, as defined in Article 2 (A), Definitions, shall earn seniority within the bargaining unit at one-half (1/2) the rate of a full-time employee.

B. Multiple New Hires

1. When 2 or more new employees have the same hire date, their order on the seniority list will be based on how the individuals scored during the recruitment process.
2. When a municipality consolidates with CCRCC and 2 or more municipal employees have the same hire date with CCRCC, their placement will be as of the hire date of CCRCC. The employee's order of placement on the seniority list will be based on the seniority with the municipality.
3. Should there be a municipal consolidation and a newly hired employee/s that begin employment with CCRCC all on the same date, placement on the seniority list will be determined by implementing #2 first then #1 as stated above.

C. Use of Seniority

1. Classification seniority shall be the governing factor in cases of shift assignment, pay, and layoff/recall. County seniority shall be the governing factor in all other matters where length of service is applicable. Except as provided for in Article 24 sec A.

2. Layoff and Recall

Classification Seniority shall be the governing factor in cases of layoff and recall. In the event of a layoff or reduction in work force, in the classification of shift supervisor, classification seniority (time worked in classification) will be calculated and the least senior shift supervisor will be laid off. In lieu of layoff, the affected shift supervisor may displace the least senior dispatcher.

In the event of a layoff or reduction in work force, in the classification of dispatcher, the least senior dispatcher will be laid off.

Employees will be recalled by order of seniority to the classification from which they were laid off.

3. Vacancies

County seniority shall be the governing factor in event a shift supervisor wishes to demote to a dispatcher position.

ARTICLE 24 - FILLING OF VACANCIES

A. Filling of Job & Shift Vacancies

All job vacancies that are filled shall be filled in the following manner:

1. The position will be posted within the department for seven (7) calendar days.
2. In the event a shift supervisor wishes to demote to a dispatcher position, the shift supervisor's county seniority shall be utilized in the bid process.
3. If no qualified applicant applies for the position, the position may be filled from outside the unit.

B. Bargaining Unit Shift Supervisor Promotions

1. Application Process

Employees qualified for the promotion shall make application for the position. Applicants who are not minimally qualified will be screened out of the process by the Human Resources Office. Those who are qualified and those deemed not qualified will be notified accordingly. In addition to the qualifications in the job posting, to qualify for a shift supervisor's position, employees must have been employed at least one (1) year as a dispatcher at the Cumberland County Regional Communications Center as of the date of the job posting.

2. Promotion Criteria

Promotions shall consist of the following criteria:

- | | | |
|----|--------------|----------------------|
| a. | Oral Board | 30 per cent of score |
| b. | Test | 20 per cent of score |
| c. | Evaluation | 20 per cent of score |
| d. | Seniority | 15 per cent of score |
| e. | Work Records | 15 per cent of score |

3. Oral Board

All qualified applicants shall appear before an Oral Board composed of five (5) members, two (2) shall be selected by the Association, two (2) selected by the Employer, plus a fifth (5th) member from outside the agency, to be mutually agreed to by the Employer and the Association. The Board shall use a prepared list of questions which shall be asked of each candidate. The questions shall be drafted by the promotion board in order to fairly and uniformly test each candidate. The questions will be reviewed by the Human Resources Office in order to ascertain that all the questions are legal. The highest and the lowest score of the five (5) Board members shall be eliminated with the remaining three (3) scores averaged. Employees will be ranked according to their total score.

4. Work Record Criteria

The Work Record Criteria Review Board shall be comprised of a minimum of three (3) members, to include the CCRCC Director, or their designee, one (1) representative of the CCCA, and one (1) representative from Human Resources. The Board shall score work records as follows:

- a. Documents complimenting employees work will be classified according to the Department Policy and awarded the following points:

1. Letter of Recognition 1 point

- | | | |
|----|-------------------------|----------|
| 2. | Department Commendation | 2 points |
| 3. | Employee of the Quarter | 3 points |
| 4. | Employee of the Year | 4 points |
| 5. | Q of the Year | 3 points |
| 6. | Trainer of the Year | 3 points |

b. Discipline in an employee's personnel file shall be treated for promotional purposes as follows:

- | | | |
|----|-----------------|----------|
| 1. | Written warning | -1 point |
|----|-----------------|----------|

Written warnings shall not be considered for promotional purposes after six (6) months from the date of the warning.

- | | | |
|----|-------------------|-----------|
| 2. | Written reprimand | -2 points |
|----|-------------------|-----------|

Written reprimands shall not be considered for promotional purposes after one (1) year from the date of the reprimand.

- | | | |
|----|----------------------|-----------|
| 3. | 1-2 day's suspension | -3 points |
|----|----------------------|-----------|

One (1) to two (2) days suspension shall not be considered for promotional purposes after three (3) years from the date of the suspension.

- | | | |
|----|----------------------|-----------|
| 4. | 3-5 day's suspension | -5 points |
|----|----------------------|-----------|

Three (3) to five (5) days suspension shall not be considered for promotional purposes after five (5) years from the date of the suspension.

- | | | |
|----|---------------------------|-----------|
| 5. | 6 or more days suspension | -8 points |
|----|---------------------------|-----------|

Six (6) or more day's suspension shall not be considered for promotional purposes after eight (8) years from the date of the suspension.

5. Promotions List

The promotional position will be offered to the highest ranked employee on the list. If an employee refuses a promotion from the list two (2) times, s/he shall be placed at the bottom of the list. The list shall be valid for twelve (12) months from the date it is established. Applicants will receive their score and ranking in writing, by making a written request to the Human Resources Director.

6. Tie Breakers

In the event of a tied score, the employee with the longest full time continuous employment with the County will be higher ranked on the promotion list.

7. Probation Period

Promoted employee shall serve a six (6) month calendar day's probation period during which time management may move the employee back to his/her former job classification if the employee does not perform the new duties adequately. Before employees can be moved back to their former position, a written evaluation must be prepared for the employee in the promotional position. Employees shall have a twenty (20) days worked period to determine if they wish to remain in the new position after which they may elect to return to their former job classification.

C. **If No Qualified Applicant**

If no qualified applicant applies, the position may be advertised outside the department.

D. **Non-Arbitral**

Promotions shall not be arbitral.

ARTICLE 25 – OUTSIDE EMPLOYMENT

A. Employees seeking outside employment should always remember that Cumberland County is their primary employer providing their fringe benefits

B. Outside employment is secondary employment; therefore, if the employee is needed to work in Cumberland County, either in a holdover situation, or in the event of an emergency, the secondary employment may not interfere with this need.

C. Injury or illness contracted as a result of secondary employment will not generally be eligible for County paid sick leave.

D. Personal days should not be used for secondary employment.

E. Secondary employment should not adversely impact employment with Cumberland County by the employee reporting to work without proper rest or break.

F. No secondary employment will cause a conflict of interest with employment in Cumberland County.

G. A violation of any of the above principles may result in discipline, up to and including discharge.

ARTICLE 26 - DISCIPLINE

A. Employee Interview

If an employee is to be interviewed concerning allegations of misconduct, the investigator shall inform the employee of the allegations. Nothing shall preclude the employer from expanding the scope of the investigation based upon information obtained during the investigation process. The investigator shall identify the source of the allegations, unless the employer believes that the circumstances require nondisclosure of the source.

B. Documents

When the investigation results in disciplinary action against an employee, the employee is entitled to a copy of the entire investigation, which shall include a copy of the recorded interviews and documents gathered by the Employer as part of the investigation. The employee is entitled to only one (1) copy of these documents. If a pre-determination hearing is held, the County will provide the copy to the employee at least forty eight (48) hours prior to the hearing. The employee has the sole responsibility to provide his/her representative with the documents.

C. Association Representation

If an employee is to be interviewed concerning allegations of misconduct, the employee may have Association representation during the investigation.

D. Timely Investigation and Notification

The investigation shall be conducted without unreasonable delay and the employee will be advised of the final outcome of the investigation. At the end of the thirty (30) work days, the employee will be informed of the status of the investigation.

E. Just Cause

1. Standard

No employee, after successful completion of twelve (12) continuous months of employment shall be disciplined or dismissed without just cause. Any grievance filed as a result of such action may begin at the step where the discipline or dismissal originated. If the employer has reason to reprimand an employee for failing to fulfill his/her responsibilities as employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

2. Adverse Material

Employees may respond to adverse material placed in their personnel file within ten (10) working days of receipt of the material. The response shall be in writing and will be attached to the original document, with a copy of the response being provided to the author of the adverse material.

3. Personnel Files

Discipline in an employee's personnel file may be cited in subsequent disciplinary proceedings, subject to the following limitation:

- a. Written Counseling shall not be considered after 1 year from the date of the counseling.
- b. Written Warnings shall not be considered after 2 years from the date of the warning.
- c. Written Reprimands shall not be considered after 3 years from the date of the reprimand.
- d. Suspensions of 1 – 3 days shall not be considered after 5 years from the date of the suspension.
- e. Suspensions over 3 days shall not be considered after 10 year from the date of the suspension.

Provided however, if an employee receives additional discipline during any period cited above, the prior discipline may continue to be cited during the period of the additional discipline.

4. Definitions

For the purpose of discipline, the definition of a day equals eight (8) hours.

F. Polygraph Examination

The taking of a polygraph examination test will be by mutual agreement of the Employer and employee. Once there has been such agreement, the results of the tests may be introduced in any hearing involving the employee.

G. Leave from Work

Any leave from work, required by the Employer, during any such internal investigation shall be without any loss of pay and/or benefits by any employee involved in said investigation.

ARTICLE 27 -WORK STOPPAGE

Employees within the bargaining unit, the Association and its officers at all levels agree that they will not instigate, promote, sponsor, or engage in any work stoppage or slowdown during the course of this Agreement. In the event that Association members participate in such activities in violation of this provision, the Association shall notify the members so engaged to cease and desist from such activities and instruct the members to return to their normal duties. The Employer agrees there will be no lockouts during the term of this Agreement.

ARTICLE 28 -MANAGEMENT RIGHTS

The Association agrees that the Employer has all rights and authority to manage its operation and to direct its work force, except those rights which are specifically abridged, modified or delegated by the provisions of this Agreement. The Association further recognizes the right of the Employer to establish rules and regulations so long as those rules and regulations are not inconsistent with the provisions of this Agreement. The Employer agrees it will not order unit employees to do work for contracted medical health services

ARTICLE 29 -SAFETY

The Association shall have one (1) member on the joint CCRCC-EMA Safety Committee. Bi-monthly meetings are held with the County Safety Coordinator.

ARTICLE 30- SAVINGS CLAUSE

If provisions of this Agreement shall be contrary to any law such invalidity shall not affect the remaining provisions. By request of either party, the parties shall enter negotiations to amend or replace the affected provisions.

ARTICLE 31 - PARKING

Unit members will be provided free of charge parking for one (1) vehicle at the CCRCC, the parking garage, or other facility where the employee is assigned.

ARTICLE 32 -EMPLOYEE ADDRESS AND PHONE NUMBER

All employees shall be required to have a current and accurate address and phone number on file with the Human Resources Office and the Department Head. Such address and phone number shall be that of where the employee resides. The County shall not require employees to have a telephone as a condition of employment. No County employee shall give out phone numbers and/or addresses of County employees.

ARTICLE 33 - REPRODUCTION OF AGREEMENT

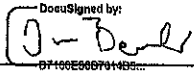
The Employer Agrees to supply a copy of this Agreement to Maine employees United, three (3) copies to President of the Association, and post on the intranet within thirty (30) days of the Agreement signing date.

ARTICLE 34- DURATION

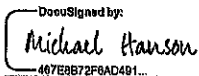
This Agreement shall be effective upon ratification by the Association and the County Commissioners, unless otherwise specified, and shall be for the period of January 1, 2022 to December 31, 2024. This Agreement shall remain in full force and be effective during the period of negotiation.

For the:

**CUMBERLAND COUNTY
COMMUNICATIONS ASSOC.**

DocuSigned by:


James Beaulieu, Business Agent

DocuSigned by:


Mike Hansen, CCCA President

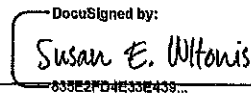
DocuSigned by:


Jake Stoddard, CCCA

06/22/2022

For the:

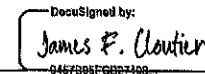
CUMBERLAND COUNTY COMMISSIONERS

DocuSigned by:


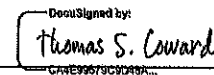
Susan Witonis, Chair

DocuSigned by:

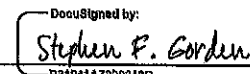

Neil Jamieson, Commissioner

DocuSigned by:


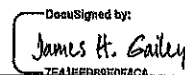
James Cloutier, Commissioner

DocuSigned by:


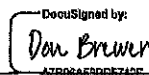
Thomas Coward, Commissioner

DocuSigned by:


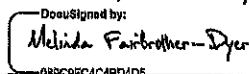
Stephen Gorden, Commissioner

DocuSigned by:


James H. Gailey, County Manager

DocuSigned by:


Don Brewer, HR Dir/Lead Negotiator

DocuSigned by:


Melinda Dyer-Fairbrother, CCRCC Dir.

06/22/2022

APPENDIX A
YEAR 1: Effective first pay period in January, 2022 (6% Increase)

	Start	After 1	After 3	After 5	After 10	After 15	After 20
Dispatcher	\$21.54	\$22.50	\$24.06	\$25.11	\$26.01	\$26.87	\$27.41
Officer In Charge (OIC)	\$21.79	\$22.75	\$24.31	\$25.36	\$26.26	\$27.12	\$27.66
\$0.25/hr.							
	Start	After 1	After 2	After 5	After 10	After 15	After 20
Supervisor	\$27.11	\$27.11	\$27.83	\$28.82	\$29.80	\$30.80	\$31.82

Employees who become Supervisors will be placed on the Supervisor's pay scale as follows:

Employees who are at the after 5 step on the Dispatcher's scale will be placed at the after 2 step on the Supervisor's scale and will move to the after 5 step after 3 years.

Employees who are at the after 10 step on the Dispatcher's scale will be placed at the after 5 step on the Supervisor's scale and will move to the after 10 step after 5 years.

Employees who are at the after 15 step on the Dispatcher's scale will be placed on the after 10 step of the Supervisor's scale and will move to the after 15 step after 5 years.

Employees who are on the after 20 step on the Dispatcher's scale will be placed on the after 15 step of the Supervisor's scale and will move to the after 20 step after 5 years.

APPENDIX A
YEAR 2: Effective first pay period in January, 2023 (5% Increase)

	Start	After 1	After 3	After 5	After 10	After 15	After 20
Dispatcher	\$22.62	\$23.63	\$25.26	\$26.37	\$27.31	\$28.21	\$28.78
Officer in Charge (OIC)	\$22.87	\$23.88	\$25.51	\$26.62	\$27.56	\$28.46	\$29.03
\$0.25/hr.							
	Start	After 1	After 2	After 5	After 10	After 15	After 20
Supervisor	\$28.47	\$28.47	\$29.22	\$30.26	\$31.29	\$32.34	\$33.41

Employees who become Supervisors will be placed on the Supervisor's pay scale as follows:

Employees who are at the after 5 step on the Dispatcher's scale will be placed at the after 2 step on the Supervisor's scale and will move to the after 5 step after 3 years.

Employees who are at the after 10 step on the Dispatcher's scale will be placed at the after 5 step on the Supervisor's scale and will move to the after 10 step after 5 years.

Employees who are at the after 15 step on the Dispatcher's scale will be placed on the after 10 step of the Supervisor's scale and will move to the after 15 step after 5 years.

Employees who are on the after 20 step on the Dispatcher's scale will be placed on the after 15 step of the Supervisor's scale and will move to the after 20 step after 5 years.

APPENDIX A
YEAR 2: Effective first pay period in January, 2024 (5% Increase)

	Start	After 1	After 3	After 5	After 10	After 15	After 20
Dispatcher	\$23.75	\$24.81	\$26.52	\$27.69	\$28.68	\$29.62	\$30.22
Officer In Charge (OIC)	\$24.00	\$25.06	\$26.77	\$27.94	\$28.93	\$29.87	\$30.47
\$0.25/hr.							
	Start	After 1	After 2	After 5	After 10	After 15	After 20
Supervisor	\$29.89	\$29.89	\$30.68	\$31.77	\$32.85	\$33.96	\$35.08

Employees who become Supervisors will be placed on the Supervisor's pay scale as follows:

Employees who are at the after 5 step on the Dispatcher's scale will be placed at the after 2 step on the Supervisor's scale and will move to the after 5 step after 3 years.

Employees who are at the after 10 step on the Dispatcher's scale will be placed at the after 5 step on the Supervisor's scale and will move to the after 10 step after 5 years.

Employees who are at the after 15 step on the Dispatcher's scale will be placed on the after 10 step of the Supervisor's scale and will move to the after 15 step after 5 years.

Employees who are on the after 20 step on the Dispatcher's scale will be placed on the after 15 step of the Supervisor's scale and will move to the after 20 step after 5 years.

APPENDIX B

JOB CLASSIFICATIONS

Dispatcher

Shift Supervisor

APPENDIX C

UNIFORMS

The following shall constitute the uniform for members of the bargaining unit:

4 polo shirts and 1 long sleeve fleece to be provided by the County. Said items to be replaced by the County on an as needed basis.

Employees will wear work appropriate and acceptable pants that are clean, stain free, with no tears or rips and are not shorts. Employees shall also wear work appropriate and acceptable shoes (no flip-flops).

APPENDIX D

AFFIDAVIT OF DOMESTIC PARTNERSHIP

We, _____ and _____ certify that we are domestic partners in accordance with the following criteria.

1. We are each other's sole domestic partner, have been legally domiciled together for at least twelve months prior to the execution of this affidavit and intend to remain as sole partners.

2. We are jointly responsible for each other's common welfare, share financial obligations and share our primary residence. We can provide evidence of joint responsibility and hereby authorize Cumberland County to verify information provided in this affidavit. Joint responsibility must be demonstrated by the existence of two or more of the following (please check two items that apply):

- ___ Domestic Partner Agreement or Relationship Contract
- ___ Joint mortgage or joint ownership of primary residence
- ___ Two of the following:
- ___ Joint ownership of a motor vehicle
- ___ Joint Checking account
- ___ Joint credit account
- ___ Joint lease
- ___ The Domestic Partner has been designated as a beneficiary on the employee's will or retirement contract.

3. We are not married to or separated from another person; at least eighteen (18) years of age; of sound mind and under no undue influence to enter into this agreement and not related by a degree of closeness which would prohibit marriage in the State of Maine.

4. We agree to notify Cumberland County within thirty (30) days should the domestic partnership be terminated.

5. We understand that falsification of information contained in this affidavit may lead to disciplinary action for the Cumberland County employee.

State of Maine
Cumberland, SS

Personally appeared before me _____ who made oath that the foregoing statements made by him/her are true.

Notary Public

SIDE LETTER REGARDING WELLNESS PROGRAM

The parties recognize the importance of health and wellness in the quality of employee's lives. The County has established a Wellness Promotion Program focusing on health awareness and prevention. Participation in the program by employees is voluntary. This program includes incentives for employees who participate in the program.

Employees may voluntarily participate in any Wellness Program offered by the County, in addition to being eligible for any applicable participation incentives.