

AGREEMENT

between the

LINCOLN COUNTY COMMISSIONERS

AND

LINCOLN COUNTY COMMUNICATIONS ASSOCIATION

January 1, 2022 through December 31, 2024
(Except as otherwise noted)

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ARTICLE 1 – RECOGNITION

Pursuant to the Agreement on Appropriate Bargaining Unit effective June 1, 1996, the County recognizes Lincoln 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 the Lincoln County Communications Unit which shall include all full-time telecommunications officers in the Lincoln County Communications 9-1-1 Center. Excluded from the unit are all other Lincoln County Communications Center employees, including without limitations, directors, deputy directors and managers, and all other Lincoln County and Lincoln County Sheriff Department employees.

ARTICLE 2 - ASSOCIATION SECURITY

A. Membership

All employees shall have the right to join or refrain from joining the Association. Employees who do not join the Association shall have the right of self-representation as set forth in 26 M.R.S.A. §967 (2) (5). No employee shall be favored or discriminated against either by the County or the Association because of his/her membership in the Association. The Association recognizes its responsibility as bargaining agent and agrees to represent all unit employees, subject to the limitation set forth below, in the bargaining unit without discrimination, interference, restraint, or coercion.

B. Check Off

The County shall deduct regular bi-weekly dues and fair share fees, upon receipt of a signed authorization card from a unit member (a copy of which is to be retained by the County) and a certified statement from the Secretary/Treasurer of the Association as to the amount of dues and fees. All such forms shall be supplied by the Association. The County shall forward all such dues and fees, so collected to the certified Secretary/Treasurer before the tenth (10th) day succeeding the month for which deductions were made. The Association shall indemnify and save the County harmless against all claims and suits which may arise by reasons of any action taken in making deductions of said dues and fees and remitting the same pursuant to this Article.

C. Voluntary Fair Share

The employees who choose not to join the Association shall be subject to one of the following options:

1. Self-Representation

The employee may represent him/herself in accordance with 26 M.R.S.A §967, (2) (5); or

2. Voluntary Fair Share Rate Option

The employee may voluntarily agree to pay a fair share fee of an amount they choose, to defray the cost of contract administration; or

3. Fee for Service Option

Be subject to no fair share fee but should the employee seek the services of the Association for a grievance hearing, the employee will pay in accordance to the fee schedule then in effect for services rendered. The Association's cost for the arbitration and the cost of the proceedings, if any, will be borne by the employee.

ARTICLE 3 – DEFINITIONS

A. Regular and Full Time Employees

A regular full-time employee is regularly scheduled to work forty (40) or more hours per week and shall have completed the probationary period.

B. Probationary Period

The probationary period shall be six (6) months from the date the employee is fully certified as an Emergency Communications Officer with the Communications Center for all employees hired after January 1, 2019.

ARTICLE 4 – MANAGEMENT RIGHTS

A. Management Rights

Management of the operations and direction of the County work force shall be solely and exclusively vested in the County Commissioners ("County" or their designee). Without limiting the foregoing, the County shall have the sole and exclusive right to hire or promote, to transfer, assign, subcontract or relocate work, to discharge or discipline, to schedule hours and to require such overtime work as is necessary for county operations, to relieve employees from duty because of lack of work, to increase or decrease the work force or to decide the number and location of its operations, to establish standards for the quality and quantity of work to be performed, to establish the personnel required in supervisory, clerical and other positions not included in the bargaining unit, and the right to establish or change procedures, practices, programs, rules or regulations except when such establishment or change would conflict with the express provisions of this Agreement. The Association and the County agree that the Association shall have the right to bargain over the impact of a decision by the County to subcontract work.

B. Waiver of Bargaining During Contract Term

The Association expressly understands that the County has the right to manage its operations as set forth above and has the ability to establish or change any policy, procedure, practice, program, rule or regulation except if such a change would expressly conflict with a provision of this Agreement.

C. Labor Management Committee

A Labor Management Committee consisting of three (3) representatives of each party shall meet upon the request of the other. The parties shall provide an agenda to each other at least three (3) days in advance of any meeting. The purpose of this committee is to discuss contract administration items and other issues not subject to collective bargaining or the grievance procedure. Minutes of these meetings shall be prepared by the County, subject to review by the Association. No changes to this Agreement shall be made as a result of labor management consultation unless reduced to writing, ratified, and signed by both parties to this Agreement.

ARTICLE 5 – ASSOCIATION ACTIVITIES

A. Association Officer Names to Employer

The Association agrees to furnish the Employer with the names of the officers of the Association.

B. Use of County Premises

The Association may use the County premises for Association meetings with the prior approval of the Commissioners' designee. The Employer agrees that during working hours on County premises, and without loss of pay, Association representatives and Association officers shall be allowed, within reasonable limits and with the advance consent of the employee's immediate non-bargaining unit supervisor, to post Association notices, transmit communications, and consult briefly with the Director or his/her designee concerning the enforcement of any provision of this Agreement. Association representatives shall be allowed, within reasonable limits and with the advance consent of the employee's immediate supervisor to consult briefly during working hours with Association officers concerning the enforcement of any provision of this Agreement.

ARTICLE 6 – BULLETIN BOARDS

The Association may establish one (1) bulletin board for posting notices to its membership.

ARTICLE 7 – SENIORITY

A. Posting

The Employer shall establish a seniority list and it shall be brought up to date as of the first of January of each year and posted in the Communications Center. A copy shall be mailed to the Secretary of the Association. Any objection to the seniority list posted shall be reported to the Director in writing within ten (10) calendar days following the posting of such list or it shall stand as accepted. Objections to the accuracy of the list will be limited to changes or additions made since the last January posting.

B. Definitions

1. Bargaining Unit Seniority – Bargaining unit seniority shall mean an employee’s length of continuous service in the Communications Center since the employee’s most recent date of hire and shall be used for placement of employees on the seniority list.

2. County Seniority– County seniority shall mean an employee’s length of continuous service with the County since the employee’s most recent date of hire. County seniority will be used for the purpose of computing vacation and sick leave entitlement, and retirement.

ARTICLE 8 – RESIGNATIONS

An employee may resign from County service in “good standing”. Good standing shall mean the submittal of a written notice ten (10) working days in advance of the last day actually worked. The Commissioners may approve a shorter period of notice if extenuating circumstances exist.

ARTICLE 9 – PROMOTIONS, RECALL AND LAYOFF

A. Seniority

Seniority for the purpose of this Agreement shall be interpreted as noted in Article 7 §A. and §B above. Bargaining unit seniority shall be the governing factor for layoff and vacation preference. Bargaining unit seniority shall be a factor affecting recall from layoff, provided that the employees are otherwise substantially equal in knowledge, skills, and ability, and work record or if the employees are otherwise substantially equally qualified.

B. Recall

Employees who are laid off shall be placed on a recall list for one (1) year. Recall notices must be answered and a date as to return to work agreed upon between the employee and the employer within five (5) working days of receipt of the notice of recall. No new employee shall be hired until all employees on layoff have been given an opportunity to return to work, provided that the recalled employee has the skill and ability to fill the vacant position. Nothing herein shall restrict the option of an employee to accept layoff in lieu of a reduction in job classification without loss of the employee’s right to be rehired hereunder.

ARTICLE 10 – WORK STANDARDS

A. Work Week

The regular work week for full-time employees shall be forty-two hours (42) in a seven (7) day period consisting of three (3) twelve (12) hour days and one (1) six (6) hour day. Regular work week schedules shall consist of consecutive days and the preferred schedules are Sunday-Wednesday or Wednesday-Saturday. Alternate schedules may be allowed by the mutual agreement of both parties.

Employees may request unpaid time off provided they worked 40 hours in that work period. The unpaid time off is requested, granted, and scheduled like any other short-term leave, such as vacation.

B. Compensatory Time

1. Compensatory Rate

It is the policy of the County, in agreement with the Association that employees may, at their option, receive compensatory time off at a rate of not less than one and one-half (1 ½) hours for each hour of employment for which overtime compensation is required under the Fair Labor Standards Act. The employee must advise the County on their weekly timesheet if pay or time is desired.

2. Maximum Accruals

A maximum of thirty-six (36) hours of compensatory time may be accrued at any one time by the employee. In the event an employee is not able to use compensatory time earned during the previous calendar year by the first pay period in February of the following year, s/he will be compensated for all hours of the compensatory time not used in the previous calendar year on or before the last pay period in February. Any dispute regarding the number of hours an employee has earned or is eligible for shall be reviewed with the payroll office.

3. Use of Time

Employees desiring to use accrued compensatory time must make a specific request in writing to their immediate supervisor. Use of such time will be allowed within a reasonable period following the request as long as the use does not unduly disrupt the operations of the Center.

C. Determination of Hours Worked

For purposes of determining overtime compensation, hours worked shall include previously scheduled and approved time off for vacation. Hours worked shall not include any other hours when an employee is off work including without limitation, sick leave, personal leave, or compensatory time off as allowed under the provisions of this Agreement.

D. Overtime and Compensatory Time Payment

Overtime and compensatory time payments are subject to current and future provisions of federal and state law. In the event of a conflict or future change, federal and state requirements will take precedence over the above policy.

E. Work Week Schedules

The County has the right to set or change schedules or staffing patterns. Any change or intended change in schedules or staffing patterns will be promptly communicated to the Association. Schedules shall be posted at least seven (7) days prior to the starting date of a schedule, unless waived by the employee affected.

F. Staffing

The Director or his/her designee may, in his/her exclusive discretion, assign any and all communications center work as s/he deems fit to bargaining unit members or to non-bargaining unit personnel.

G. Snow Days

Due to the nature of the work performed by the members of the unit, no special pay or special arrangements shall be made for members of this unit, in the event the courthouse is closed due to weather conditions.

H. Open Shifts

1. Open Shifts shall be defined as those that are a part of the regular shift rotation of bargaining unit employees.

2. Open shifts known three (3) days or more in advance shall be posted. Bargaining unit employees wishing to work the shift shall sign the posting. Shifts will be filled on a rotation basis. If no full time bargaining unit employee accepts the shift, it then may be offered to part time employees. If a full time bargaining unit employee refuses the shift, his/her name goes to the bottom of the list. If a shift cannot be filled in this manner, then the supervisor on duty may make a decision to split the shift. The split shift will be offered to full time bargaining unit employees first. If no full time bargaining unit employee accepts the shift, it then may be offered to part time and non-bargaining unit employees.

Open shifts created by sick call-outs shall be filled in the same manner as above, but the supervisor may order in the junior full time bargaining unit employee on a rotation basis if a vacancy still exists.

3. Open shifts known less than three (3) days but more than three (3) hours in advance, will be filled by contacting bargaining unit employees on a rotating basis. If the bargaining unit employee fails to respond, the next bargaining unit employee will be contacted until the open shift is filled. If a bargaining unit employee refuses the shift, his/her name goes to

the bottom of the list. If no full time bargaining unit employee accepts the shift, it then may be offered to part time and non-bargaining unit employees. If the shift cannot be filled in this manner, then the supervisor on duty may make a decision to split the shift. The split shift will be offered to full time bargaining unit employees first. If no full time bargaining unit employee accepts the shift, it then may be offered to part time and non-bargaining unit employees. The request will be denied if the shift is not filled.

Open shifts created by sick call-outs shall be filled in the same manner as above, but the supervisor may order in the junior full time bargaining unit employee on a rotation basis if a vacancy still exists.

4. Open shifts known three (3) hours or less before the start of the work shift, can be filled by asking the employee on duty to remain or contacting the first person who is known to be available, whether full time or part time. If the shift cannot be filled in this manner, then employees will be ordered in on a rotation basis for sick call-outs.

5. Employees may be forced to fill the desk portion of an open supervisory shift only if the shift needs to be filled and cannot be filled by another supervisor, such as a supervisor being ill or out of town. However, employees will not be forced in for supervisors' vacation shifts.

6. When employees are forced in, they will be paid at the rate of time and one-half (1 ½) their regular rate if the shift would have normally been paid at straight time. If the shift normally would have been paid at time and one-half, then the forced in shift shall be paid at double time. There will be no pyramiding of this overtime.

7. An employee will not be considered fit for duty unless s/he has had an eight (8) hours rest break from all employment.

8. If a bargaining unit member is at the top of the force in list and refuses the shift, that member shall be held accountable for refusing the force in through the progressive discipline process.

9. If a bargaining unit member is responsible for a force in by means of an unexcused absence, that member shall be held accountable for the absence through the progressive discipline process.

ARTICLE 11 – LEAVE BENEFITS

A. General Policy

Leave is any authorized absence during regularly scheduled working hours that is approved by prior authority of the County or the Director (or his/her designee). Leave may be authorized with or without pay and shall be granted in accordance with these rules, on the basis of work requirements of the Center and, whenever possible, the personal wishes of the employees. This provision applies to full time employees only.

B. Holidays

1. Procedure

Employees shall receive twelve (12) floating holidays each year in lieu of holiday pay. Employees who join or leave the bargaining unit during the calendar year shall receive credit for floating holidays on a pro rata basis of 1/12th of the annual holiday accrual for each full month of service. The County may advance up to one (1) week of floating holiday pay. In the event an employee has been advanced more floating holiday pay than has been earned on a pro rata basis at the time the employee leaves the bargaining unit, the amount of holiday pay advanced shall be deducted from the employees' last paycheck. Floating holidays can be used in conjunction with vacation time, if approved by the Director or his/her designee. The floating holidays are as follows:

New Year's Day	Labor Day
Presidents' Day	Columbus Day
Martin Luther King Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

2. Thanksgiving and Christmas Days

Thanksgiving Day and Christmas Day hours worked shall be paid at time and one-half (1.5) in addition to any overtime earned during the week of the holiday. The payment of time and one-half on the holiday shall not decrease the number of hours paid at the overtime rate during that week.

3. Holiday Pay

Holiday pay shall be paid twelve (12) hours pay for each holiday at the employees' regular hourly rate of pay, not including any shift differential, educational incentives or other pay.

4. Lump Sum Payment

Employees may select to be paid holidays in the pay period in which they fall or as a lump sum the first pay period in December of that calendar year.

5. Holiday Carry Over

If employees request and are unable to use all of the floating holidays during the year in which they were earned and have not requested payment for such day, they may be carried over into the first three (3) months of the following year, when they must be used or paid at their straight time rate.

C. Vacation

1. Accrual

Vacation leave will be earned by full-time employees and credited to their leave records on the basis of monthly accruals. Leave will be accrued as follows:

- a. Less than five (5) years Eighty (80) hours
(Six and six seven hundredths (6.67) hours per month but not more than eighty (80) hours per year.)
- b. Five (5) through nine (9) years One hundred (100) hours
(Eight and thirty three hundredths (8.33) hours per month but no more than one hundred (100) hours per year.)
- c. Ten (10) through fourteen (14) years One hundred twenty (120) hours
(Ten hours per month and not more than one hundred twenty (120) hours per year.)
- d. Fifteen (15) or more years One hundred sixty (160) hours
(Thirteen and thirty three hundredths (13.33) hours per month and not more than one hundred sixty (160) hours per year.)

2. Accrual Date

Vacation leave for the month will accrue on the last day of each calendar month worked. Entering and terminating employees will accrue annual leave in proportion to the total hours worked during that month

3. Probationary Employees

Newly hired employees are eligible to use accumulated vacation leave after they have completed six (6) months of service, for all hours earned greater than required under Maine's *Earned Paid Leave* law. Eligible hours earned under EPL shall be available for an employee to use after completion of 120 days of employment

4. Scheduling

While vacation leaves are granted with the intent of permitting an employee to be away from his/her job, vacation must, at the same time, be scheduled so as not to interfere with normal County departmental operations.

5. Maximum Accrual

At the end of the calendar year, the maximum number of vacation leave hours that can be carried over to the next year shall be eighty (80) hours. When an employee is unable to use vacation leave due to an emergency situation or due to a requirement of the job as determined by the Director or his/her designee, that employee shall be given the option of receiving pay or be allowed to carry the unused leave forward into the first three (3) months of the following year.

6. Cash Payments

Employees may not normally receive cash payments for unused leave while continuing in the employ of the County.

D. Request Procedures for Vacation, Holiday or Comp Time Off

1. Employees shall submit Time Off Request to the Scheduler or designee.
2. If the request creates a vacancy that needs to be filled, the shift will be posted using the procedures outlined in Article 10 §H.
3. The first two requests submitted to the Scheduler shall be posted as above. Any additional requests for time off on the same calendar day will need approval by the Director or his/her designee.
4. Time off may be requested up to twelve (12) months in advance of the date(s) desired.

E. Sick Leave

1. Purpose

The purpose of sick leave is to ease the financial burden of personal illness or injury of the employee or immediate members (parents, child, and spouse) of the employee. An employee may be granted sick leave in the following cases.

- a. Personal illness or physical incapacity of such a degree to render the employee unable to perform the duties of the assigned position.
- b. Medical leave consisting of medical or dental appointments.
- c. Illness of a child and serious illness of a parent or spouse which requires the care of the employee.

2. Partial Day Absences

Absences for a fraction or part of a day that are chargeable to sick leave shall be charged proportionally in an amount not less than one (1) hour.

3. Earning Rate and Maximum Accumulation

Sick leave will be earned by all full-time employees at the rate of eight (8) hours per month from the date of their initial employment. Sick leave may be accrued to a maximum of seven hundred twenty (720) hours.

4. Sick Leave Incentive

Once employees have accumulated seven hundred and twenty (720) hours, they may continue to earn their monthly accumulation until the end of the next calendar year. Any sick leave taken after reaching the maximum accumulation of seven hundred and twenty (720) hours first will be deducted from the sick leave earned above the maximum. Employees who do not reduce their sick leave below seven hundred and twenty (720) hours, will be entitled to be paid at straight time for one-half (1/2) his/her sick leave accrued beyond the seven hundred twenty (720) hours. This annual payment will be made on the first (1st) pay period in December. However, if the employee uses sick leave in the month of December after receiving the sick leave incentive payment, the day(s) will be deducted from the employees' sick leave accrual at the time of such use.

F. Bereavement Leave

Employees will be granted up to forty (40) hours of bereavement leave which shall be consecutive and include the day of the funeral or service for the employee's spouse, parents, or children. Employees will be granted up to twenty-four (24) hours of bereavement leave which shall be consecutive and include the day of the funeral or service for the employee's grandparents, siblings, mother-in-law, and father-in-law. If additional leave time is required, accrued vacation leave, personal leave, compensatory time or leave without pay may be granted by the County Commissioners. Employees may also utilize holidays provided they have either already earned them or advancing of holidays does not exceed one (1) week's pay. Employees may save one of the above days to use later if a burial service is not held at the time of the funeral.

G. Personal Leave

An employee may be granted personal leave with the approval of the Director. The purpose of this leave will be to manage personal business which cannot be taken care of except during working hours. During any calendar year, the maximum amount of personal leave granted shall not exceed twenty-four (24) working hours. Said personal leave shall be verified and must not be used in conjunction with vacation, sick time, or compensatory time.

H. Jury Duty Leave

Whereas jury duty may, at times, be required of employees, the time so spent will be treated as active work time and not charged against leave. The difference between jury duty pay and the employee's regular salary will be compensated by the County.

I. Family Medical Leave

The Federal Family Medical Leave Act will be integrated with the leave provisions of this Agreement. Any employee not eligible for the Federal Family Medical Leave Act may be eligible for family medical leave pursuant to State Statute.

J. Unpaid Leave

Leave without pay for a period not to exceed twelve (12) months may be granted to an employee subject to the recommendation of the Director and the approval of the Commissioners. At the conclusion of the leave without pay, the employee may return to a position similar to that which s/he left, provided such an opening exists. Vacation and sick leave will not be accrued during the leave period. During the period of unpaid leave, employees may participate in the County insurance programs provided they

1. Pay the entire premium, except as otherwise provided by law.
2. Remit such premium payment to the Finance Office on or before the 1st of each month in which the premium is due.
3. The carrier permits participation while on unpaid leave.
4. Failure to submit premium payments on time may result in cancellation of the insurance.

K. Military Leave

1. Military Field Duty

Employees who are members of the military who are required to perform field duty shall be granted a leave without pay, and may require such advance notice as is permitted under Uniformed Services Employment and Reemployment Rights Act.

2. USERRA

This article shall be construed to be consistent with USERRA, which shall control in the event of any conflict with the terms of this article.

L. Leave Approval

It will be the responsibility of the Director and/or his/her designee to approve employees' requests for vacation, short term sick, bereavement, personal or jury duty leave except as otherwise provided by the Agreement. Family Medical, unpaid, and other long term leave must be requested in writing and approved by the Commissioners. Family Medical may be authorized by the County upon knowledge by the County of qualification for such leave.

M. Worker's Compensation

1. Coverage

All employees of the County are covered by Worker's Compensation. There is no cost to the employee.

2. Pay Status

During any period of injury when the employee is receiving Worker's Compensation, the employee's regular pay will be suspended.

3. Medical Certification

Certification by a licensed medical provider may be required prior to return to work. Such certification shall state any limitations or special conditions that will restrict the employee.

4. Payment Reporting

The employee shall have the duty to report the payment of any Worker's Compensation funds to the Finance Office within two (2) business days of receipt thereof.

N. Light Duty

1. Non-Worker's Compensation Illness or Injury

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, provided such light duty work is available. Employees who refuse such assignment shall be denied sick leave pay. The County may secure a medical opinion as to the fitness for duty or work restrictions from the County's medical provider.

2. Worker's Compensation Illness or Injury

If the employee is absent and receiving Worker's Compensation, assignment to light duty shall be in accordance with the provisions of the Worker's Compensation statutory reform.

3. Assignment Limitation

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.

ARTICLE 12 – EMPLOYEE BENEFITS

A. Health Insurance

The County agrees to make available to bargaining unit members a health insurance plan. This plan will be the same plan which will be provided to other County employees. During the open enrollment period, employees may choose between the two plans currently offered: Maine Municipal Employees Health Trust Plan POS 200 or PPO 2500. If the County offers another plan before the end of the contract, it will be an available choice to members if they are eligible.

The County will contribute eighty-five (85%) of the cost of the employee coverage and eighty-five percent (85%) of the premium rate of the dependent coverage for those employees who have dependents covered by the County health plan.

No later than September 1, 2019, the County will make available an IRS Health Flexible Spending Account for employees who choose to participate. The County will match an employee's contribution of up to \$500 per year. Employees who are newly eligible for the Plan shall have the amount available to him/her pro-rated for the remaining portion of the Plan year in which the employee has elected to participate. All contributions to the Plan and participation in the Plan will be in accordance with the Plan documents. The Plan will be discontinued on December 31, 2022 and no additional contributions will be made by the employee or the employer after that date. Use of outstanding balances will be allowed in accordance with the Plan documents.

B. Health Reimbursement Account

The County will establish and contribute to a Health Reimbursement Account for employees as follows:

1. Employees who select the PPO 2500 plan: single \$1,500; employee/child \$3,000; family \$3,000.
2. Employees who are newly eligible for the Plan shall have the amount available to him/her pro-rated for the remaining portion of the Plan year in which the employee has elected to participate.
4. All contributions to the Plan and participation in the Plan will be in accordance with the Plan documents.

C. Payments in Lieu of Health Insurance Coverage

1. Employees who voluntary elect not to enroll in the County's medical insurance coverage, voluntarily elect to drop all their coverage or drop coverage for which they are eligible to a lower level of coverage, shall be eligible for the following payments paid quarterly as a cash payment or paid into the County's 457 plan. Payments made into a 457 plan by the employee shall not be matched by the County.

- a. Single \$1,200
- b. Employee and Child \$3,700
- c. Family \$5,700

If an employee chooses a coverage level lower than s/he is eligible for, the payment amount will be the difference between the eligible level of coverage and the level of coverage chosen.

2. On an annual basis the employee must provide proof that s/he and his/her family has appropriate health insurance elsewhere.

3. Re-enrollment in the Health Plan

Employees re-enrolling in the employer health plan may do so pursuant to the carrier's rules and regulations. If the employee has a qualified change and elects to re-enroll themselves or dependents in the County's health insurance plan they may be required to reimburse the County for any stipends paid that cover the same period as re-enrollment in the plan.

D. Dental Insurance

For the duration of this Agreement, the County agrees to make a dental insurance plan available. This plan will be selected by the Commissioners and for the duration of this Agreement the County will absorb twelve dollars and fifty cents (\$12.50) per month of the cost of employee coverage only.

E. Tax Deferred Annuity

1. Annuity Program

A tax deferred annuity program is available to all bargaining unit employees. Under this plan an employee may designate that a portion of his/her pay be deducted from each pay check and contributed to the plan. The minimum employee contribution is six hundred dollars (\$600.00) per year. The maximum contribution is approximately twenty percent (20%) of gross pay. Effective January 1, 2002, for employees who do not participate in the Maine Public Employees Retirement System, the County will match the employee's contribution to a maximum of eight percent (8%). For employees hired after July 1, 2004, the County will match the employee's contribution to a maximum of the Employer's contribution to the Maine Public Employees Retirement System.

2. Limitations

The County will not contribute to plans of employees who participate in the Maine Public Employees Retirement System for whom the County contributes to that system.

3. Maine Public Employees Retirement System

The County will make available to employees effective July 1, 2004, Maine Public Employees Retirement regular plan AC. Employees, at their own expense, may buy back previous eligible service.

Effective January 1, 2023, the County will make MainePERS Special Plan 2C available to eligible Bargaining Unit employees. Plan 2C, which includes retirement after twenty-five (25) years of service, at any age, at one-half (1/2) pay, will be for service rendered after December 31, 2022. Service rendered prior to January 1, 2023 will remain under Regular Plan AC.

4. Personnel Policy

All other employee benefit programs shall be as established in accordance with the County Personnel Policy.

F. Educational Incentive

1. The County recognizes the benefit to all that is derived from continuing education. The County affirms its practice to reimburse any full time employee for course costs and specific related materials when such course is approved in advance and reasonably related to the improvement of position performance. Reimbursement shall be limited to six (6) credit hours per year paid as follows:

- | | | |
|----|--------------|------|
| a. | A grade of A | 100% |
| b. | A grade of B | 90% |
| c. | A grade of C | 80% |

If the employee holds or upon attainment of the following degrees, the employee will have his/her hourly rate adjusted as noted in Appendix A.

2. The payment for such tuition shall begin when the employee submits proof of payment of tuition and it has been approved. If an employee leaves employment with the county within twenty-four (24) months of completion of any reimbursed course, the employee shall reimburse the County 1/24th the cost of the course for each month less than twenty-four (24).

ARTICLE 13 – NEPOTISM/CONFLICT OF INTEREST

No person will be hired, promoted, or transferred to a position where the selecting or supervisory authority will be a relative of the employee or where the selecting or supervisory authority has a significant personal relationship with the employee. A “relative” is defined as spouse, children, parents, sibling, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child grandparent, or grandchild. When a member of the bargaining unit is involved in any personal relationship that is, or which could be perceived as a conflict of interest, the bargaining unit member must inform the County of the relationship.

ARTICLE 14 – OUTSIDE EMPLOYMENT

A. No employee may engage in outside employment without the prior knowledge and consent of the county, which consent shall not be unreasonably withheld. The County agrees that a County employee may engage in outside employment if it does not interfere or appear to interfere with job performance and does not conflict or appear to conflict with the interests of the County, State, and Federal regulation.

B. No employee shall utilize County equipment, facilities, or supplies for personal business or outside employment except as specifically authorized by the Employer.

ARTICLE 15 – DISCIPLINE

No discipline shall be imposed without just cause. Bargaining unit members may grieve such discipline in accordance with Article 16 herein.

ARTICLE 16- GRIEVANCE PROCEDURE

A. Definitions

1. Grievance - A grievance for purposes of this Agreement, shall be defined as a dispute as to the meaning or application of the specific terms of this written Agreement.

2. Days - Days shall mean calendar day, exclusive of Saturday, Sunday, and legal holidays.

B. Procedure

1. Department Head or Designee

If an employee believes the Agreement has been violated, the employee and/or the Steward may file a written grievance to the Director within fourteen (14) days of the event giving rise to the grievance. The Director shall meet with the employee within five (5) days of receipt of the written grievance and respond in writing within nine (9) days from receipt of the written grievance.

2. County Commissioners

If the employee is dissatisfied with the Director's response, s/he and/or the Steward may present the grievance or appeal in writing to the Commissioners within seven (7) days of receipt of the Director's decision. The Director's response must be included with the appeal along with the reason the employee disagrees with the Director's decision. The Commissioners shall meet with the employee at their next regularly scheduled meeting provided the appeal is received by the Commissioners at least fourteen (14) days prior to their meeting. The date and time of the meeting will be mutually scheduled with the Association, preferably within these time limits. If the time limit cannot be met, the party requesting the extension will comply with §F.1. The Commissioners decision will be forwarded to the employee, in writing, within fourteen (14) days of the close of the meeting. With the agreement of the Union, a designee may hear the grievance.

C. Arbitration

1. Appeal Procedure

If the Association determines to appeal the Commissioners' decision, the Association shall, within seven (7) days after receipt of the Commissioners decision, submit such decision to arbitration by notifying the Commissioners in writing of such appeal. The parties shall attempt to agree on a single arbitrator. Absent agreement on a single arbitrator within five (5) days of receipt of the appeal, the Association may then appeal to the Maine Board of Arbitration and Conciliation (or another arbitration panel mutually agreed upon) and, at the same time, notify the Commissioners with a copy of such submission.

2. Arbitrator Authority

The arbitrators shall be without power or authority to make any decisions which require the commission of any act prohibited by law or which is violative of express terms of this Agreement. For discipline matters, the arbitrators shall not alter or amend the level of discipline imposed, but shall be confined to a determination of whether the offense charged occurred. The decision of the arbitrators shall be submitted to the County and the Association within thirty (30) days of the close of the record and shall be final and binding on the parties.

3. Cost Sharing

The costs of the services of the arbitrators shall be borne equally by the County and the Association.

D. Failure to Comply With Time Limits

If a formal complaint is not appealed to the next higher level within the time limits so specified, such complaint shall be considered settled obviating the need for further consideration, unless the parties have mutually agreed to waive the time limit, in writing. Failure by the employee and/or Association to initiate or appeal a grievance pursuant to the procedures herein shall be deemed a waiver of further access to the grievance procedure on that issue.

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. 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.

3. 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.

4. Content of Appeals

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

5. 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.

6. 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. By mutual agreement, any step of the grievance procedure may be waived.

7. 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.

8. Non-Binding Decisions

The parties agree that the Director may not bind the County by any grievance decision that alters or is in conflict with the provisions of this Agreement.

ARTICLE 17 - RECORDS

The Commissioners shall, upon written request from an employee, provide the employee with an opportunity to review the personnel file which the Commissioners maintain for that individual in accordance with the State Statues. Such review shall take place at the location where the personnel files are maintained during normal office hours.

ARTICLE 18 – WAGES

A. Wages

Employees will be paid in accordance with the pay scale as set forth in Appendix A annexed to this Agreement.

B. Stipends

In addition to the base hourly rate, one (1) employee who is certified and/or qualified in each of the following specialties and provides services in the area of specialty to the county will be paid as follows:

Field Training Officer	\$1.00 per hour	
Computer Training	\$.39 per hour	\$811.20 per year
Senior Dispatcher (seniority based)	\$.50 per hour worked as Senior Dispatcher	
Lead Dispatcher (qualification based)	\$1.00 per hour	

Employees requested by the Director to serve as a Field Training Officer will be paid the hourly stipend during the period of time they are working in such capacity. More than one employee may function as a Field Training Officer or Computer Trainer and split the stipend based on the time spent by each.

C. Section 125 Plan

A section 125 plan shall be available to employees to cover health insurance premiums as well as other eligible pre-tax payments.

D. Paychecks

Paycheck stubs will show hours worked at regular time, overtime, and special details; accrued vacation and sick leave; compensatory time; and all other standard deductions.

ARTICLE 19 – SEVERABILITY OR SAVINGS

If any provision of this Agreement shall be contrary to any law, such invalidity shall not affect the validity of the remaining provisions.

ARTICLE 20 – NON-PROVISIONS

Any action or right not expressly provided for in this Agreement shall be reserved to the County.

ARTICLE 21 – DURATION

A. Length of Agreement

This Agreement shall be effective January 1, 2022, except as otherwise noted, and shall remain in effect until December 31, 2024.

B. Re-opener

Any section of this Agreement may be reopened to negotiation with written mutual consent of the Commissioners and the Association.

C. Expires on Date Certain

This Agreement shall expire on the date indicated and shall not be continued, except as provided by statute.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 17th day of May 2022.

LINCOLN COUNTY COMMUNICATIONS
ASSOCIATION

Signature: 
Josiah Winchenbach (May 16, 2022 19:51 EDT)

Josiah Winchenbach, President

Signature: 
James Bealieu (May 16, 2022 13:23 EDT)

James Bealieu, Business Agent

LINCOLN COUNTY COMMISSIONERS



William Blodgett, Member



Mary Trescot, Member



Hamilton Meserve, Chair

APPENDIX A

<u>JANUARY 1, 2022 - DECEMBER 31, 2022</u>																	
STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17
\$ 20.96	\$ 21.39	\$ 21.83	\$ 22.26	\$ 22.71	\$ 23.15	\$ 23.62	\$ 24.09	\$ 24.57	\$ 25.07	\$ 25.58	\$ 26.08	\$ 26.60	\$ 27.13	\$ 27.68	\$ 28.23	\$ 28.79	\$ 29.37
<u>JANUARY 1, 2023 - DECEMBER 31, 2023</u>																	
\$ 21.59	\$ 22.03	\$ 22.49	\$ 22.93	\$ 23.39	\$ 23.85	\$ 24.33	\$ 24.81	\$ 25.31	\$ 25.83	\$ 26.34	\$ 26.86	\$ 27.40	\$ 27.95	\$ 28.51	\$ 29.08	\$ 29.66	\$ 30.25
<u>JANUARY 1, 2024 - DECEMBER 31, 2024</u>																	
\$ 22.24	\$ 22.69	\$ 23.16	\$ 23.62	\$ 24.10	\$ 24.56	\$ 25.06	\$ 25.56	\$ 26.07	\$ 26.60	\$ 27.13	\$ 27.67	\$ 28.22	\$ 28.79	\$ 29.36	\$ 29.95	\$ 30.55	\$ 31.16

Education:	Associate's Degree	\$.15 per hour above base rate (\$312 per year)
	Bachelor's Degree	\$.25 per hour above base rate (\$520 per year)
Night Shift Differential:	All employees who are working at 9:00 pm as part of their regularly scheduled shift will receive an additional \$.50 per hour	

For the term of the contract, on January 1st of each calendar year, each current employee shall move one step higher on the payscale.

Employees hired on or after January 1st of the calendar year shall remain in the step hired for the duration of the calendar year.

An employee on step 17 of the payscale in the preceeding calendar year shall be entitled to a \$1,000 annual stipend in lieu of a step increase, with \$500 payable on the payroll that includes June 30th and \$500 on the payroll that includes December 15th.

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