AGREEMENT BETWEEN THE

CITY OF SANFORD
AND
SANFORD REGIONAL
COMMUNICATIONS ASSOCIATION

JULY 1, 2016 – JUNE 30, 2019

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PREAMBLE

A. Pursuant to 26 M.R.S.A §961-974 and pursuant to the provisions of the Charter of the City of Sanford, this Agreement is made and entered into by and between the City and Sanford Regional Communications Association representing the Communications employees.

B. In order to establish mutual rights, preserve proper employee morale and to promote effective municipal operations, the City and the Association herein bind themselves in mutual agreement as follows:

ARTICLE 1- RECOGNITION

The City hereby recognizes that the Sanford Regional Communications Association, (herein after referred to as the SRCA) as the sole and exclusive bargaining representative of all full time Dispatchers in the Sanford Regional Communications Center, excluding all other City employees.

ARTICLE 2- DUES CHECK OFF

A. The City agrees to deduct dues from each member of the SRCA each month upon written authorization. The City shall forward the dues collected to the Treasurer of the SRCA.

B. In the event any employee subject to the provisions of this Agreement is promoted to a position within the department which is not included in the bargaining unit, such deduction will be discontinued.

C. The Sanford Regional Communications Association shall indemnify and save the City harmless against claims and suits which may arise by the taking of such deductions and remitting the same to the SRCA pursuant to this section.

ARTICLE 3- TIME OFF FOR UNION BUSINESS

All employees who are members of SRCA and on-duty status at the time of regularly scheduled monthly SRCA meetings shall be allowed time off, with pay, for attendance at said monthly meetings. Notice of the SRCA meeting will be given to the Director and Assistant Director of Sanford Regional Communications Center. (1) week in advance of the meeting. Said time shall be approved by the Administration no later than three (3) days in advance of said meeting, so as not to impede communications operating efficiency and provided the meetings are held at the SRCC. In addition, limited time off with pay shall be granted for negotiating meetings, and the investigation and processing of grievances.

ARTICLE 4-PROBATION PERIOD

1. All new employees hired as a Dispatcher shall serve a probation period of one (1) year and shall have no seniority rights during this period but shall be subject to all clauses in this Agreement. The employee's probation period shall be extended for the number of days absent due to illness or injury.

2. All employees who have completed their probation period shall be known as Regular Employees and effective as of the date of this contract the probation period shall be considered part of the seniority time. The City shall have the right to terminate without compliance with the terms of this Agreement, the employment of any such new employee within their probation period.
    a. Regular employee status is preserved for those in continuous employment with the SRCC with continuous verification of required certification for purposes of completion of the probationary period only.

ARTICLE 5- PERSONNEL REDUCTION

In case the City decides to reduce the communications personnel, the employee with the least seniority shall be laid off first, the employee with the most seniority shall be rehired first. In the event that a dispatcher position needs to be eliminated the least senior dispatcher will be laid off. No new employee shall be hired until all laid off employees have been given an opportunity, and thirty (30) days, to come back to work. Employees shall be eligible for recall for up to one (1) year from the effective date of the layoff. An employee will be recalled only into the position s/he has previously held in the department. The City may not change the title of any position to avoid recalling the employee.

ARTICLE 6 – SENIORITY

A. It is agreed that seniority shall be determined by the length of full-time service in the bargaining unit beginning on the most recent date of full time employment, except that during the probation period employees will not accrue any seniority rights until becoming regular employees.

B. An employee shall not forfeit seniority during absence caused by illness or accident. If an employee is laid off, s/he shall retain his/her seniority for one (1) year from the date of the layoff.

ARTICLE 7-SANFORD REGIONAL COMMUNICATIONS ASSOCIATION LIST

SRCA agrees to supply the following to the Director of the Sanford Regional Communications Center and the Director of Human Resources:

1. A list of members of Sanford Regional Communications Association
2. The names of grievance committee members (if any) of the SRCA.
3. The names of representatives of the SRCA.

It shall be the duty of the secretary of the SRCA to keep these lists current along with a current mailing address for members of the Sanford Regional Communications Association.

ARTICLE 8-VACANCIES

A. Permanent full-time employees shall be given the first opportunity to fill vacancies due to removals or resignations the employer elects to fill on a competitive basis.

B. Shift vacancies caused by vacations, sick leave, and personal leave or caused by other temporary vacancies ---shall if the employer elects to fill them be filled --- by those employees on a day-off or time-off through the applicable seniority based rotating list except as otherwise provided in article 12 of this Agreement.

C. When filling a vacancy the Department shall use the categories and procedure defined below.

1. Category 1- Department overtime known more than seven (7) days in advance

The job will be posted via e-mail to the "Sanford RCC-Full Time Staff" Distro list by the Communication Supervisor or his/her designee. Bargaining unit members interested in working the job will respond to the posting. The job will be filled five (5) days in advance by the Communication Supervisor or his/her designee using the bargaining unit member(s) on the applicable rotating list. If a bargaining unit member does not sign up for a job under this category, it shall render the member ineligible for the specific job and his/her name shall be passed over to the next name in rotation, of the member who responded to the e-mail. Upon assignment to a specific job, the bargaining unit member will be notified by e-mail, cc the "Sanford RCC – Full time Staff" distro list.

2. Category 2 – Department overtime known more then twenty-four (24) hours but seven (7) days or less in advance.

   Bargaining unit members will be notified via e-mail and text of the vacancy. Responders to the e-mail will be assigned the shift based on the applicable rotating list beginning with the name next on the list. The supervisor is authorized to fill Category 2 overtime for a period of up to twenty-four (24) hours in advance. The responding member will be notified via e-mail and/or text.

3. Category 3- Department overtime known twenty-four (24) hours or less.

   The entire RCC full time staff will be notified via page / text message of the vacancy. Personnel responding to the page/text message within 30 minutes will be assigned the shift based on the applicable rotating list. If no personnel respond to the page/text message, the shift supervisor or his/her designee may order a working member over or ordering in shall be accomplished. In the event two (2) members were previously ordered in on the same date, then the member with the least seniority shall be ordered.

This supplemental measure does not abrogate management's right to order personnel to work for bona fide reasons. Under extenuating circumstances the Communications Supervisor or his/her designee has the right to order over or order in an employee for the full twelve (12) hour shift, but no more than sixteen (16) hours of consecutive work.

D. In the event a shift vacancy has not been filled due to error or omission, critical incident, or other exigent or mitigating circumstance, the shift supervisor shall retain the right to fill said vacancy or job, consistent with the provisions of this Article.

E. For the purposes of filling overtime, one book will be utilized.

The Dispatcher book shall consist of two (2) lists:

List 1: Full-time Dispatchers
List 2: Qualified Patrol Officers and Reserve Dispatchers

The applicable list shall be utilized when filling overtime. The specific job shall be assigned a numeric sequential job number, as follows:

D – Number shall indicate a dispatcher jobs i.e. D-15

F. Full time dispatchers will be called first to fill Dispatcher vacancies in all categories, followed by qualified Patrol Officers and Reserve dispatchers.

G. The sign-up lists referred to in Category 1 above will be posted via e-mail and in the overtime binder in the Dispatch office.

H. Non-cleared bargaining unit members are ineligible to work overtime. This applies to vacancies. Non-cleared means any bargaining unit member assigned to a field-training officer (FTO) during the probationary period.

ARTICLE 9 – WAGES

A. Commencing July 1, 2016 the following rates of pay shall be in effect. Upon signing of this bargaining agreement retroactivity will be paid but only to those employees currently in full-time status within the SRCC. The weekly wages based upon a forty (40) hour week, shall be as follows:

Effective 7/1/2016-6/30/2017 2% Increase		Weekly	Hourly
Step	Dispatcher		
T	Trainee	$652.40	$16.31
1	Start to 2 Year	$737.60	$18.44
2	Upon Completion of 2 years	$763.20	$19.08
3	Upon Completion of 3 years	$796.00	$19.90
4	Upon Completion of 4 years	$827.20	$20.68
	Communication Supervisor		
1	New Supervisor	$900.00	$22.50
2	Upon Completion of year 2	$927.60	$23.19

Effective 7/1/2017-6/30/2018 3% Increase		Weekly	Hourly
Step	Dispatcher		
T	Trainee	$672.00	$16.80
1	Start to 2 Year	$759.60	$18.99
2	Upon Completion of 2 years	$786.00	$19.65
3	Upon Completion of 3 years	$819.60	$20.49
4	Upon Completion of 4 years	$852.00	$21.30
	Communication Supervisor		
1	New Supervisor	$926.80	$23.17
2	Upon Completion of year 2	$955.20	$23.88

Effective 7/1/2018-6/30/2019 3% Increase		Weekly	Hourly
Step	Dispatcher		
T	Trainee	$692.00	$17.30
1	Start to 2 Year	$782.00	$19.55
2	Upon Completion of 2 years	$809.20	$20.23
3	Upon Completion of 3 years	$844.00	$21.10
4	Upon Completion of 4 years	$877.20	$21.93
	Communication Supervisor		
1	New Supervisor	$954.40	$23.86
2	Upon Completion of year 2	$983.60	$24.59

B. New Dispatcher Hires With Practical Experience

1. For purposes of hiring in, length of service will be calculated based upon bona fide years of dispatcher service with any law enforcement agency of comparable size and/ or equivalent duties and responsibilities and full-time employment of any state will be assessed. Placement will be contingent upon the Dispatcher either being, or becoming certified under the standards of the Maine Criminal Justice Academy.

2. This experience credit is for salary compensation only, and shall not affect either department seniority or City longevity.

3.

	Length of Experience	Salary Level
Dispatcher	3-5 years	2nd step
Dispatcher	over 5 years	3rd step

*Returning Employees who had previously completed four (4) years or more of full time consecutive service with the City of Sanford SRCC may be hired at the 4th step.

4. The City may discontinue this provision at its discretion.

ARTICLE 10 – LONGEVITY

A.

Employees who have completed four (4) years of service shall receive longevity payment equal to $1,000 per year, to be paid as part of their hourly wage throughout the year.

Employees who have completed seven (7) years of service shall receive a longevity payment equal to $1,500 per year, to be paid as part of their hourly wage throughout the year.

Employees who have completed nine (9) years of service shall receive longevity payment equal to $2,000 per year, to be paid as part of their hourly wage throughout the year.

Employees who have completed twelve (12) years of service shall receive a longevity payment equal to $3,000 per year, to be paid as part of their hourly wage throughout the year.

Employees who have completed nineteen (19) years of service shall receive a longevity payment equal to $4,500 per year, to be paid as part of their hourly wage throughout the year.

C. All salaries and longevity increases shall start on the anniversary of the required number of years for an increase.

ARTICLE 11- HOURS OF WORK

A. The union and management agree to collaborate on any schedule changes for the duration of the contract.

B. Overtime shall be paid to all employees covered by this Agreement at the rate of one and one-half (1 ½) times their hourly rate for the following:

- recall to duty from an off-duty status
- time worked over a regularly scheduled work day
- any other reason having the approval of the employee's Supervisor and Director
- for any time actually worked over forty (40) hours actually worked in an employee's regular work week cycle, i.e. Sunday through Saturday, provided one-half (1/2) hour lunch breaks regularly taken in shift shall count as time actually worked for this purpose employees who are recalled to duty shall receive a two (2) hour minimum guarantee.

C. Employees may elect to have overtime paid in wages or compensatory time. Employees may accrue a maximum of 40 hours of compensatory time per contract year; at no time shall an employee's compensatory time balance exceed 40 hours. Employees will have the right to use comp time as long as it does not create overtime at the SRCC. The Director in his/her sole discretion may allow an employee to use comp time even if it does create overtime. Comp Time may be used and counted as work time for that pay period.

ARTICLE 12- PERMANENT SHIFTS

A. Permanent shifts will be established. Annually, no later than the first Monday in September, employees shall forward to the Director or his/her designee, in written form, a shift preference for the next calendar year. Shifts will be assigned with the most senior employee in the job classification, having the first choice of shift. The shift will be assigned by such seniority until the shift is filled. If more employees select than there are positions available, employees will be assigned their second or third choice by seniority, as appropriate.

B. The shift preference list will be maintained for the next full calendar year. If a shift slot becomes permanently vacant, or will otherwise remain vacant through June 30th of each calendar year, the Director will use the shift preference list making lateral transfers to accommodate the most senior employee.

C. Each shift is for a one (1) year period. The exceptions to this are: (1) in the event of extenuating circumstances, an employee may permanently change shifts for the remainder of the year, provided the employee can find a volunteer in the same job classification with the same days off to change shifts and the Director approves the change; (2) the filling of a permanent vacancy as described in the above B; (3) in the event an employee is absent from work for more than six (6) months because of a workers compensation injury, receipt of income protection, military leave or other approved leave, that employee's slot may be filled, with a fourteen (14) day prior notice, by using the shift bidding sheets for that calendar year: (4) management determines that a transfer from one shift to another is necessary for justifiable operational reasons.

D. The Director may veto a Dispatcher's choice of shift if, when using the preference list, all dispatchers on the shift would have two (2) years or less experience as a dispatcher. Should this occur, first volunteers will be asked to change shifts. If no volunteers are forthcoming, then the least senior dispatcher with more than two (2) years of service will be assigned the shift.

E. Employees will be notified of their shift assignment on or before the first Monday in November.

F. If there is a change in schedule once it has been posted in November, employees affected shall be given one week advance notice of such change.

ARTICLE 13- VACATIONS

A. All employees hired on or after January 1, 1988, shall have their vacation based on one (1) week equal to forty (40) hours.

   Upon completion of one (1) year of service, employees shall be entitled to eighty (80) hours of vacation; provided, however, that employees shall be entitled to utilize forty (40) hours of the said eighty (80) hours of vacation upon completion of six (6) months of service.

   Upon completion of five (5) years the employee shall be entitled to one hundred twenty (120) hours of vacation.

   Upon completion of ten (10) years the employee shall be entitled to one hundred sixty (160) hours of vacation.

   Upon completion of twenty (20) years of service, the employee shall be entitled to two hundred (200) hours of vacation.

   If requested by the employee, the regular salary paid to that employee shall be received in lieu of vacation time. However, forty (40) hours off must be taken each year by all employees.

B. Vacations will be allowed fifty-two (52) weeks a year. For vacation bids submitted in accordance with section C. of this article, bids will be prioritized based on seniority. For vacation requests submitted later than the first week of January, vacation time will be granted based on submission date of the vacation request. All vacations, regardless of duration, must have the approval of the Director as to scheduling.

C. Vacation bids will be done the first week of January. Each employee wishing to take a week off for the year may complete a vacation bid with each bid being for a maximum of two consecutive work weeks (80 hours). The bids will be in no later then the 15th of January. The Director of Communications will complete the requests and post the granted vacations no later than the last day of January.

ARTICLE 14- HOLIDAYS

A. The following are holidays for all employees covered by this Agreement:

1. New Year's Day
2. Martin Luther King Day
3. Washington's Birthday
4. Patriot's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Christmas Day
12. Employee's Birthday

B. Employees shall receive eight (8) hours pay for each of the twelve (12) holidays; for a total of 96 hours. Such amount to be payable to all employees on the first pay period in November. If an employee works, on Christmas, Thanksgiving, New Year's Day,
Memorial Day, Independence Day or Labor Day, he shall be paid time and one-half (1 ½) the base hourly rate in addition to his paid holiday.

C. The annual holiday accrual for an employee who has exhausted his/her FMLA benefits for an injury or illness, (as defined by FMLA) will be prorated upon his/her return to work. An employee will not be eligible to accrue holiday pay beyond the twelve (12) week FMLA benefit until he/she returns to work.

ARTICLE 15- SICK LEAVE

A. Employees shall be eligible for one hundred two (102) hours of sick leave each twelve (12) months of employment for non-service incurred illness or disability. After accumulating three hundred (300) hours of sick leave, employees will be paid for one hundred (100 %) percent of their unused years sick leave based on the employee's wages at the time of payment of the sick time.

B. Sick leave for members covered by this Agreement may be used in the following cases:

1. Personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his/her position.
    a. Doctor's certification and/or an Eligibility to Return to Work form supplied by the City will be required for sick leave of three (3) consecutive work days or more except that the employer may require a doctor's certification any time there is a suspected pattern of abuse of sick leave.

2. Attendance upon members of the family within the immediate household of the employee when their illness requires care by such employee, not to exceed twelve (12) days per year. When an employee is absent for family sickness in excess of three (3) days, the employer may request a physician's statement relative to the sickness as evidence to substantiate the vacancy. Any costs incurred in providing the document shall be borne by the employee.

3. At the discretion of the Director, sick leave may be used and paid for in the event of a death of a family member as defined in Article 16 of this Agreement. In no event shall more than six (6) days be utilized pursuant to this section.

4. If an employee begins employment after February 1st, or terminates before
   December 1st of any year, 102 hours of sick leave shall be pro-rated as to time worked.

C. No employees shall receive both sick leave pay and benefits from the City's Income Protection Plan concurrently except that employees will be able to use in hourly increments, their accrued sick time to make up any difference in the amount of money received from Income Protection and their regular base salary. The amount of sick time and

Income Protection received shall not exceed the employee's regular net pay.

D. Unused sick leave: When an employee resigns in good standing or when an employee retires or is separated from service, s/he shall receive payment for 100% of the number of accumulated sick days, subject to a maximum payment equal to 240 hours and any unused sick hours accrued during the year of separation. In the event of death prior to retirement or separation, the spouse shall receive the monetary value as mentioned above or, if no spouse, then to the child or children.

E. The annual sick accrual for an employee who has exhausted his/her FMLA benefits for an injury or illness, (as defined by FMLA) will be prorated upon his/her return to work. An employee will not be eligible to accrue sick time beyond the twelve (12) week FMLA benefit until he/she returns to work.

Example: If an employee is out of work for a non-work related injury for a period of six months; January – June, and returns July 1st, the employee's annual sick accrual would be pro-rated as follows:

January – March – 12 weeks would continue to accrue sick time

March – June – would no longer accrue sick time

July – December – returned to work and would accrue sick

Annual Accrual Calculation : 102 hours / 12 months = 8.5 hours per month

January – March:	8.5 x 3 months = 25.50 hours
April – June:	0 hours
July – December:	8.5 x 6 months = 51 hours

Annual Sick Accrual For This Employee: 76.5 hours vs 102

ARTICLE 16- BEREAVEMENT LEAVE

In the case of the death of the employee's spouse, children, parents, or siblings the employee may be granted a leave of absence with pay, for the work days falling within the period between the time of death and the day after the funeral, not to exceed five (5) working days. In the case of the death of the employee's brother/sister-in-law, parent-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, stepparent, stepchild, or aunts and uncles or other persons residing in the same household employees may be granted a leave of absence with pay for the work days falling within the period between the time of death and day after the funeral, not to exceed three (3) working days.

Upon the death of an employee's relative or of another person residing in the employees household, the City Manager may at his/her sole discretion grant the employee up to five (5) working days of paid leave.

ARTICLE 17-UNPAID LEAVES OF ABSENCE

Shall follow the Personnel Policy of the City of Sanford, Maine

ARTICLE 18 – INJURIES

Shall follow the Personnel Policy of the City of Sanford, Maine

1. For purposes of this Agreement, "family coverage" shall mean coverage for the employee and spouse and/or any dependent children. "Dependent coverage" shall mean coverage for the employee with one or more dependent children with no spouse. To be eligible to participate in the employee, family or dependent health and hospital plan, employees must sign an authorization form which will allow the City to withhold wages through weekly payroll deduction to collect the employee's contribution towards employee, family and dependent premium increases. Employees will have the choice of making such contributions on a pre-tax basis (free from federal and state taxes and FICA contributions) under the provisions of Section 125 of the Internal Revenue Service Code or after tax basis.

2. The City will, in no case, pay for a subscription level to which an employee is not entitled by virtue of the number of people s/he may insure.

3. New employees shall be eligible for medical insurance coverage on the first business day of the month following the first full month of service with the City.

E. Upon ratification of the bargaining agreement all employees shall contribute $2.00 per pay period towards the cost of the Income Protection Insurance Plan. The City shall continue to pay the balance of the cost of the group Income Protection Insurance Plan as provided for all employees covered by this agreement through the Maine Municipal Association.

F. Any full-time employee of the bargaining unit, who does not choose to participate in the City's health insurance program, shall receive a stipend of $6,000.00. Any person taking the stipend must annually provide proof of insurance as a requirement of MMEHT. An employee covered under this agreement who is currently covered by a City of Sanford's health insurance plan under a different bargaining agreement or Personnel Policy is not eligible to receive this stipend. Stipends will be paid annually no later than the last pay period in January. Stipends to be prorated during the first and last year of an employee's employment with the City to be calculated upon eligibility date for first year and separation of service date with the last year of service.

ARTICLE 20-PENSIONS

A. The City agrees to continue to participate in the Maine State Retirement System and Social Security programs at current benefit levels except as modified below:

B.. For all employees who were hired after July 1, 2002 the City will participate only in the Maine State Retirement . Any employee shall be afforded the opportunity to participate in an ICMA contribution retirement plan; however, the City will not contribute to the ICMA contribution retirement plan except as stated below.

a. Those employees who do not participate in Maine State Retirement System shall be afforded the opportunity to participate in an ICMA contribution retirement plan. The City will not contribute to the ICMA plan EXCEPT that the City agrees to contribute one thousand five hundred dollars ($1,500.00) annually to the ICMA plan for an employee who is ineligible or opts not to participate in the Maine State Retirement System but is eligible to participate and elects to participate in the ICMA plan.

D. Effective July 1, 2002 all eligible dispatchers who are current employees of the City, may retire on the MainePERS AC plan which provides a service retirement allowance based on one-half (1/2) of their Average Final Compensation (average of three highest years of earnable compensation). Employees who enrolled in membership with MainePERS on or before June 30, 2014 are eligible to retire with full benefits at age 60 upon completing 25 years of service. Employees hired on or after July 1, 2014 are eligible to retire with full benefits at age 65 upon completing 25 year of service. Employees may contact MainePERS directly for further details on the AC plan.

E. Effective July 1, 2002, the City will adopt the necessary changes to implement COLA benefits (cost of living adjustments) for all regular full-time employees enrolled in Maine State Retirement System. The COLA benefit will be calculated using future service only i.e. for service earned after July 1, 2002. There will not be any COLA benefit for service credit prior to July 1, 2002.

ARTICLE 21-TELEPHONE REIMBURSEMENT

A. As a condition of employment, each employee covered by this Agreement shall have a telephone. Each employee covered by this Agreement shall be reimbursed thirty five dollars ($35.00) per month towards the cost of his/her telephone service.

B. The telephone reimbursements will be payable the first pay period in June.

ARTICLE 22- MILITARY LEAVE

Shall follow the Personnel Policy of the City of Sanford, Maine

ARTICLE 23-DRUG TESTING PROGRAM COMMITTEE

The City and the Association agree to form a joint study committee to prepare a Drug Testing Program.

ARTICLE 24- GRIEVANCE PROCEDURE

A. A grievance is any dispute which arises between the parties concerning the application, meaning or interpretation of this Agreement or a change in working conditions and shall be settled in the following manner:

1. The Sanford Regional Communications, through an authorized steward, shall take up the grievance with the Director of the SRCC within ten (10) business days of the alleged infraction.

2. If the Sanford Regional Communications Association and the Director of the SRCC have not resolved the grievance within ten (10) business days, and SRCA wishes to continue the grievance process, SRCA shall submit the details of such grievance in writing to the City Manager within ten (10) business days of receipt of the Directors written decision. The City Manager shall meet with the representatives of the SRCA within ten (10) business days for the purpose of adjusting or resolving such grievances. The City Manager shall render a written decision within ten (10) business days after said meeting.

3. In the event the decision of the City Manager is not acceptable to the Sanford Communications Unit, it may within ten (10) business days request that the matter be submitted to the City Council via

written notification delivered to the City manager. The City Council shall meet with the representatives of the SRCA for the purpose of adjusting or resolving such grievance. The City Council shall render a written decision within twenty one (21) business days after said meeting.

4. In the event that the decision of the City Council is not acceptable to the SRCA, it may within ten (10) business days request that the matter be submitted to arbitration by notifying the City in writing.

B. Arbitration-Within seven (7) business days of SRCA's notice of intent to arbitrate by the City, the parties shall try to mutually agree upon the use of an Arbitrator or the use the Maine Board of Arbitration and Conciliation (BAC). If the parties fail to agree upon the use of an Arbitrator or the BAC, SRCA may request the assignment of the American Arbitration Association. The decision of the arbitrator(s) shall be final and binding upon the parties. However, the arbitrator(s) shall be without authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, The parties shall share evenly in the costs of the arbitration except that each party shall be responsible for the costs of preparing and presenting its own case.

The time limits for processing of grievances may be extended by mutual written consent of the parties.

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

D. At any step of the grievance procedure, the City may act through its authorized representative.

E. Nothing in this Article shall diminish the right of any employee covered hereunder to present his/her own grievance as set forth in 26 M.R.S.A. 964(2)(A)

ARTICLE 25-MEMBER'S RIGHTS

A. Investigation of Misconduct

1. Members of the department hold a unique status as public Communication Personnel and the security of the City and its citizens depend to a great extent upon the manner in which members of the Center perform their many duties. Out of such contacts and relationships may arise questions concerning the actions of members of the Communications Center. Such questions may require prompt investigation by the Director or Communications Supervisor.

2. To ensure that such investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the department, the following rules of/ procedure are established.

   a. The interview will be conducted at a reasonable time taking into consideration the working hours of the members and the legitimate interests of the department. The personnel conducting the interview shall advise the member that an official investigation is being conducted. The investigating officer shall inform the member of the nature of the alleged conduct which is the subject matter of the interview and, unless circumstances warrant anonymity, shall identify the complainant. If it is known that the member being interviewed is a witness only, s/he shall be so informed.

   b. If a member is under arrest or is likely to be, that is, if s/he is a suspect or target of a criminal investigation, s/he shall be afforded all rights granted under such circumstances to other persons.

   c. In all cases in which a member is interviewed concerning a serious violation of departmental rules and regulations which, if proven, would be likely to result in his removal from the department, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his/her choosing and/or a representative of the SRCA before being interviewed, and his/her representative of the SRCA may be present during the interview.

   d. The parties agree that under no circumstances will a member covered by this agreement be ordered or requested to take a polygraph examination.

e. The investigation will be conducted without unreasonable delay and the Member will be advised of the final outcome of the investigation.

3. Any member charged with a violation of department rules and regulations, incompetence, misconduct, negligence, insubordination, disloyalty, or other series disciplinary infraction may request a hearing, provided such request is made in writing and delivered to the Director or his/her representative no more than five (5) days after the members advised of the charge against him. No member shall be dismissed without first being given notice and an opportunity for a hearing shall, if requested by the member be held no more than five (5) days after the date when the suspension began, unless by mutual agreement the time is extended.

4. The member shall be informed of the exact nature of the charge and shall be given sufficient notice of the hearing date and time to allow him an opportunity to consult legal counsel, conduct an investigation and prepare a defense. The hearing which shall before the Director or in the case of his/her absence or incapacity, the acting Director shall be informal in nature. The member may be accompanied by legal counsel and/or a representative of the Sanford Regional Communications Association. The member shall have the right to confer with his/her representative at any time during the hearing and shall have the right to have his/her representative speak on his/her behalf. Failure to follow the entire Member's Rights procedure shall result in dismissal of all charges, with prejudice, and destruction of all related records. Any disciplinary action taken against a member shall be employee has had a hearing before the Director, the grievant may bypass the Director's level of the grievance procedure and file the grievance directly with the City Manager.

B. Personnel Files

1. Insofar as permitted by law, all personnel records, including home addresses, telephone numbers and pictures of employees shall be confidential and shall not be released to any person other than officials of the department and City officials, except upon a legally authorized subpoena or written consent of the member.

2. Upon request, an employee shall have the right to inspect his/her official Personnel record. Inspection shall be during regular business hours and shall be conducted under the supervision of the department. An employee shall have the right to make a duplicate copy for his/her own use. No records shall be withheld from an employee for inspection. An employee shall have the right to have added to his/her personnel file a written refutation of any material which s/he considers detrimental. The written refutation must be submitted within thirty (30) days of the date that the member becomes aware that the material is detrimental and is in his/her file.

3. No written reprimand which has not previously been the subject of a hearing shall be placed in a member's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five (5) days thereafter, the member may file a written reply. If the Director thereafter places the written reprimand in the member's personnel file s/he shall also include the reply.

ARTICLE 26- STRIKES AND SLOWDOWN PROHIBITED

The parties hereto agree that there will not be, and that the Sanford Regional Communications Association, its members, or agents will not engage in, encourage, sanction or suggest strikes or slowdowns, which would involve suspension of or interference with normal work.

ARTICLE 27-SAVINGS CLAUSE

If any provisions of this Agreement shall be contrary to any laws or a City Ordinance, such invalidity shall not affect the validity of the remaining provisions.

ARTICLE 28-SWAPS

A. Swaps will continue to be permitted, but not for the purpose of creating a permanent change, except as permitted in the Article pertaining to Permanent Shifts. Other limitations on the right to swaps are as follows:

B. The Director and the Communications supervisor must receive seventy-two (72) hours written notice of a swap. If the notice given is less than seventy-two (72) hours, a swap may be accomplished only with the approval of the Communications supervisor. Notice shall be given to the Director or his/her designee for the purpose of denying or canceling any swap if the employee is needed for a bona fide special assignment requiring that particular employee.

ARTICLE 29-OUTSIDE EMPLOYMENT

A. Employees covered by this Agreement shall have the right to obtain outside employment pursuant to the rules and regulations of the City.

B. Said outside employment shall not hinder the impartial performance of their public duties or impair their efficiency to the public.

ARTICLE 30-EDUCATIONAL INCENTIVE

A. Employees covered by this Agreement shall receive pay increases in accordance with the following schedule, if they have completed a curriculum, or if they are enrolled and continue to participate in a curriculum leading to or attaining an Associate Degree or Bachelor Degree from an accredited University or College.

Communications-Weekly	Percentage of Pay
Attainment of fifteen (15) degree hours	one percent (1%) of weekly pay
Attainment of thirty (30) degree hours	two percent (2%) of weekly pay
Attainment of sixty (60) degree hours	two and one-half percent (2 ½%) of Weekly pay
Attainment of ninety (90) degree hours	two percent (2%) of weekly pay
Attainment of one hundred twenty (120) degree hours	two and one-half percent (2 ½%) of weekly pay

*Percentage applied to pay shall be cumulative and be based upon the pay at point of attainment of credits.

B. No employee shall receive educational incentive pay until the Director "has in hand" a diploma, a certificate, or proof of attainment of credits signed by an authorized representative of a post-secondary school or institution.

C. Education Incentive Pay Committee- A committee shall be formed composed of the City Manager, Director of the SRCC, and a member of the Sanford Regional Communications Association (SRCA), which shall meet, when necessary, to discuss and resolve questions, including, but not limited to, the following topics.

1. The value or equivalent value on non-credit, communication-related courses taken by members.

2. Deferring curriculum for members

3. Questions concerning members who fail to continue to enroll in communication-related curriculums short of attaining a degree.

4. Mandatory training opportunities for members.

5. Relatedness of other non-curriculum courses.

D. The City shall pay tuition, fees and book costs for no more than 15 credit hours annually per employee with a maximum fiscal year benefit of $7,000.00 for the SRCC department. The maximum fiscal benefit will increase to $12,500 effective 7/1/2015. Once the City has exhausted the annual allotment of funding for tuition assistance, the City has the right to deny funding.

The course or courses must be pre-approved by the City, which approval shall not be unreasonably withheld, conditioned, or delayed. The courses taken must lead to a bachelor or associate degree in criminal justice, police science, police administration, psychology, sociology, communications, business administration, management, public administration, English, computer science, or fire science.

E. In order for an employee to get credits approved for payment, s/he must sign a payroll authorization permitting the City to deduct from his/her pay or other monies due, money expended for educational purposes if the employee did not complete and pass the course or if the required documentation is not provided by the employee taking the course within six (6) months of completing the course. No additional education benefits will be approved, i.e.: tuition, fees and book costs, until the required documentation for previous courses taken has been properly submitted. If it is impossible for the school to provide such documentation, the City will waive this requirement.

F. Beneficiaries of the Article agree to remain in the employ of the City for a minimum of six (6) months after receiving reimbursement from the City. However, the employee may be released from this obligation by financial reimbursement to the City for all monies received under this Article. Reimbursement shall not exceed the per credit hour cost of the University of Southern Maine.

G. At the discretion of the Director, employees may be permitted to attend classes during working hours. Priority will be given by Seniority.

H. In the event an employee fails the course or drops out, the employee will be required to reimburse the City for tuition and replacement costs.

ARTICLE 32-TERM OF AGREEMENT

This Agreement shall be effective as of the first date of ratification for employees employed on that date and thenceforward unless otherwise specified in this Agreement and shall remain in full force and effect until June 30, 2019. Either party shall notify the other to renegotiate at least one hundred twenty (120) days before June 30, 2019, if wages, rates of pay or other matters requiring appropriations of money by the City are to be renegotiated.

This Agreement shall govern the rights of the parties from the date of ratification, unless otherwise specified herein, until and including June 30, 2019.

Signed and dated this 10th day of November, 2016, at Sanford, Maine.

Sanford Regional Communications Assoc.:

SRCC President Joleen Maynard

City of Sanford:

City Manager, Steve Buck

City Mayor, Tom Cote

Appendix B - Staffing

The City of Sanford will increase the full-time staffing level of the SRCC from eighteen (18) full-time Public Safety Dispatchers to nineteen (19) in the first year of the bargaining agreement; July 1, 2016 – June 30, 2017. Subject to available revenue and the approval of the City budget, the City will increase the full time staffing level from nineteen (19) full-time Public Safety Dispatchers to twenty (20) in the second year of the bargaining agreement; July 1, 2017 – June 30, 2018.

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