

AGREEMENT

Between the

COUNTY OF OXFORD

And

**AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO –LOCAL 1828-00
(Supervisors)**

January 1, 2021 – December 31, 2023

(Unless otherwise noted)

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ARTICLE 1 - RECOGNITION

The County of Oxford (hereinafter County) recognizes Council 93, AFSCME, Local 1828-00 (hereinafter Union) as the sole and exclusive bargaining agent for all regular full time Communications Supervisors of Oxford County, pursuant to Maine Labor Relations Board certification dated December 22, 2009 for the purpose of negotiating salaries, wages and hours of work and other terms and condition of employment.

ARTICLE 2 - MANAGEMENT RIGHTS

A. Management Rights

1. All Rights Reserved

The County shall solely and exclusively have all such rights as are not specifically addressed within the terms of this Agreement. These rights include but are not limited to management of the operations and the direction of the work force; establishment and changes of reasonable rules and regulations; the right to hire, promote, transfer and assign work, discharge or discipline for just cause; the right to schedule hours and to require such overtime work as is necessary for County operations; the right to relieve employees from duty because of lack of work; the right to combine jobs; the right to increase or decrease the work force; the right to decide the number and location of its operations; the right to decide the quality and quantity, within reason, of work to be performed; the right to decide the personnel required in supervisory, clerical and other positions not included in the bargaining unit; and the right to decide the source of an applicant for employment.

2. Change in Rules

When existing rules are changed or new rules are established, they shall be posted on the bulletin boards for a period of ten (10) days before becoming effective, except in the case of an emergency. The employer further agrees to furnish each bargaining unit employee with a copy of the new rules before they become effective. New employees shall be provided a copy of the rules at the time of hire.

B. Reservation of Rights

The County, by not exercising rights reserved to it under this management rights clause or by exercising them in a particular way, shall not be deemed to have waived such rights or to have waived the right to exercise them in some other way.

C. Waiver of Bargaining During Contract Term

The Union 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.

D. Labor Management Committee

A Labor Management Committee consisting of three (3) representatives of each party shall meet upon the request of the other. A quorum of five (5) is necessary to convene a meeting. Other individuals may be asked to attend a portion of the committee meeting to provide input or information on an issue under consideration. The committee will meet at least once each calendar quarter. 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, anticipated changes that impact employees or the County before they are implemented and other issues not subject to collective bargaining or the grievance procedure. 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.

E. Definitions

1. Posting

For all purposes of posting that is required, such posting shall be posted for no less than seven (7) calendar days.

2. Days

The term "days" when used in this Agreement, shall mean calendar days, Monday through Friday, excluding legal holidays as defined in the grievance procedure.

ARTICLE 3 – UNION RIGHTS

A. Bulletin Boards

The Employer agrees to furnish and maintain a suitable bulletin board at the work site for exclusive use by the Union. The Union shall limit its posting of notices and bulletins to such bulletin board. Such notices shall be dated on the date posted. The Union may not post notices that are of a political nature, demean the employer or its representatives, or that is offensive or creates a hostile work

environment. The Union shall clear the bulletin board of outdated notices no less than monthly.

B. Union Activities on the Employer Premises

The Employer agrees that during working hours on the departmental premises and without loss of pay, a representative of the Union shall be allowed reasonable time, provided it does not interfere with the employees' duties and provided the Director is notified, to:

1. Post Union notices.
2. Transmit communications, as authorized by the Local Union or its officers, to the Employer or his representative.
3. Consult with the Employer or his representative concerning the enforcement of any provisions of this agreement.
4. Attend labor-management committee meetings.

C. Access to Employees

Duly authorized representatives of the Union shall be permitted:

1. Access to non-work areas for the purpose of transacting business within the scope of representation.
2. To enter the work site with an authorized escort as determined by the Director for the purpose of observing conditions under which employees are employed and to carry out the representative's legal responsibilities.
3. The duly authorized representative 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.

D. Union Officers

The Union shall notify the County in writing of the names of its duly authorized representatives including any local officers or official within ten (10) days of their election or change.

E. Dues Deduction and Membership

1. Membership

All employees shall have the right to join or refrain from joining the Union, refrain from membership, and sign a non-member waiver form. Employees who do not join the Union 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 Union

because of his/her membership in the Union. The Union recognizes its responsibility as bargaining agent and agrees to represent all unit employees, subject to the limitation set forth below, in the bargaining unit.

2. Check Off

The County shall deduct regular weekly dues, 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 Union as to the amount of dues and fees. All such forms shall be supplied by the Union. 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 Union 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. Regular weekly dues reference the calculation method for dues deduction. Dues deductions shall be made each pay period.

3. Maintenance of Membership

Written authorization for payroll deduction of Union membership dues shall be irrevocable during the term of this Agreement. However, the employee may revoke the authorization effective upon expiration of this Agreement, provided the employee notifies the Employer and Council 93 in writing at least thirty (30) days but not more than sixty (60) days prior to the expiration date of this Agreement.

ARTICLE 4 – SENIORITY

There are three (3) types of seniority as follows:

A. County Seniority

County seniority is the employee's total length of continuous full-time service with the County. County seniority shall be used for purposes of determining vacation, sick leave, retirement service credit, and any benefit that accrues as a result of length of service to the County. Retirement service credit as used in this article refers to service within the County and not credible services as defined by the MPERS.

B. Department Seniority

Department seniority is the employee's total length of continuous full-time service within the communications department. Department seniority shall be

used for purposes of a tie breaker should bargaining unit seniority of two or more employees be the same.

C. Bargaining Unit Seniority

Bargaining unit seniority is the total length of continuous full-time service within the bargaining unit. Bargaining unit seniority shall be used for purposes of layoff, recall, overtime, and vacation preference.

D. Seniority List

The seniority list shall be kept by the Employer and posted on the employee bulletin board on or about January 1 of each year. The seniority list shall be dated when it is posted. Within ten (10) days of the posting, any corrections to the list must be brought to the attention of the County in writing otherwise the list shall stand as posted.

E. Layoff

In the event it becomes necessary to layoff employees, they shall be laid off in the inverse order of their seniority. The employee shall be given a minimum of thirty (30) calendar days' notice of layoff.

F. Recall

Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all qualified bargaining unit employees on layoff status have been recalled. Employees who are laid off will be placed on a recall list for eighteen (18) months from the effective date of layoff. If an employee is offered recall and refuses or cannot return to work within fourteen (14) calendar days of being recalled, the employee's status shall be considered terminated. The recall notice shall be sent by certified mail, return receipt requested.

ARTICLE 5 – HOURS OF WORK

A. Work Week and Shifts

1. Shift Bids

The schedule will be posted for bid effective January 1, 2018 and every two (2) years thereafter. Employees will be awarded shifts by seniority.

2. Schedule

The County agrees to implement a twelve (12) hours per day work schedule. This schedule will be a thirty-six (36) hour week and a forty-

eight-hour week (48) in a two (2) week cycle effective January 1, 2018, or soon thereafter as possible, for employees currently in the bargaining unit. The County has the right to change the schedule if operational needs cannot be met with the 36-48 two-week schedule. The County will provide a twenty-eight (28) days' notice to the Union and the employees prior to implementation of a different schedule. The County and the Union agree to meet in order to negotiate the impact of any such change within the twenty-eight (28) days' notice period.

B. Work Day

Monthly schedules shall be posted at least ten (10) days prior to but no earlier than fourteen (14) days from the beginning of the month showing the employee work shifts and days. Except in emergencies, work shifts and days may be changed with a minimum of ten (10) days' notice to the employee(s) affected. Employees may be requested to either report early or remain after their regular shift for up to a maximum of four (4) hours to fill an open shift.

C. Overtime

1. Computation

For the purpose of computing overtime, all hours actually worked in excess of forty (40) hours in a seven (7) day work period beginning Sunday at 6:01 A.M. and ending the following Sunday at 6:00 A.M. shall be counted.

2. Distribution

- a. Overtime will be distributed on a seniority rotation basis. Once an overtime assignment is accepted or refused that person shall go to the bottom of the list.
- b. All full-time bargaining unit employees shall be given the opportunity to work prior to any part time employees being utilized. Bargaining unit employees shall be called prior to non-bargaining unit personnel.
- c. Overtime opportunities referenced in §C. 2a and 2b above means open work shifts created due to sick leave, personal leave, vacation leave, bereavement leave, and/or special details that may become available. This does not prohibit the County from scheduling part time employees into vacant shifts pursuant to current practice provided that full time employees' regularly scheduled hours/shifts are not reduced below their regular full-time schedule.

3. Overtime Rate

Time and one-half the employee's regular rate of pay shall be paid for all hours worked over forty (40) in a seven (7) day work period.

D. Call Back

Employees called back to work outside their regularly scheduled shift shall be compensated at a minimum of three (3) hours pay at time and one-half (1 1/2) their regular hourly rate. Call backs shall be defined as work that has not been scheduled in advance and which requires the employee to respond to a call for service immediately. Time annexed continuously to the beginning or end of a regular shift shall not be considered a call back. Call back will be on a seniority rotation basis. If all employees refuse the call in, the junior employee will be ordered to work in the inverse order of seniority. . Call back will be on a seniority rotation basis. If all employees refuse the call in, the junior employee will be ordered to work in the inverse order of seniority. The maximum number of consecutive hours an employee may work is eighteen (18) hours. Exception when an unscheduled event where additional staffing is needed, the Director may extend the employee's workday beyond the 18-hour maximum.

E. Training Hours

Training hours, including travel to and from, shall be counted as hours worked toward the computation of overtime as defined in the Fair Labor Standards Act.

F. Breaks

There will be up to a fifteen (15) minute break scheduled approximately in the middle of each four (4) hour work block. This break may be consecutive or used in shorter blocks of time, work load permitting.

ARTICLE 6 – PAID LEAVES OF ABSENCE

A. Sick Leave

1. Purpose

The purpose of sick leave is to ease the financial burden of personal illness or injury. An employee may use sick leave for personal illness or physical incapacity of such degree to render the employee unable to perform the duties of the assigned position, medical or dental appointments, or the occasional illness of the employee's spouse or domestic partner (as per Appendix B) living in the household of the employee, in addition to child(ren) and parents who require the care of the employee.

2. Reporting of Sick Leave

Employees must call and talk with a supervisor no less than two (2) hours before the start of their shift or risk denial of sick leave pay. Employees will report whether the leave is for personal illness or a family member. If the leave is for a family member, the relationship of that family member to the employee requesting the leave must be noted.

3. Certification of Illness

The County may request certification all sick leaves at any time it suspects an abuse of sick leave. Sick leave of three (3) or more consecutive work shifts will require a doctor's certificate on a form to be provided by the County.

4. Accrual and Payout at Separation

a. Earning Rate

Sick leave will be earned by all full-time employees receiving a paycheck from the County at the rate of .0462 hours per hour regularly scheduled to work. Accrual of sick leave begins from the date of initial employment. A maximum of seven hundred and twenty (720) hours of sick leave may be accrued and carried forward from one calendar year to the next. Employees who have accumulated seven hundred and twenty (720) hours sick leave may continue to earn at the above hourly rate and will be paid in December for one-half (1/2) of any sick time over seven hundred and twenty (720) hours not to exceed forty (40) hours pay.

b. Payment Upon Separation

When separation occurs, provided at least fourteen (14) days written notice of resignation or retirement is provided by the employee to the County Commissioner's office and the Department head, the County will pay all monies due the employee, including all unused accrued vacation time on the next regular pay day after separation. Sick leave benefits will be paid for one-half (1/2) of unused accrued sick leave provided the fourteen (14) day notice has been provided as required above, the employee leaves in good standing, and actively working on the job the last two weeks prior to the effective date of the resignation or retirement. Payment will be made at the salary level at the time of resignation or retirement.

5. Family Sick Leave

Employees shall be eligible to use up to forty (40) hours of their accumulated sick leave per twelve (12) month period for illness of a member of the employee's immediate family, when the care of an immediate family member is required. Immediate family shall be defined as child, spouse, or parent.

6. Family Medical Leave (FMLA)

The provisions of the Family Medical Leave Act, both Federal and State, as provided in the Oxford County Personnel Policy, shall be integrated into provisions of this Agreement.

B. Vacation

1. Eligibility

Employees receiving a regular pay check from the County shall be eligible for vacation leave as follows:

	Continuous Years	Leave Earned	Hourly Accrual Rate
a.	After 1 year	80 hours	.0385
b.	After 5 years	120 hours	.0577
c.	After 10 years	160 hours	.0769
d.	After 15 years	200 hours	.0962

2. Accrual

Vacation time is to be taken in the anniversary year it is earned. If vacation leave cannot be scheduled before the end of the anniversary year, it may be carried over into the next anniversary year as noted in ¶5 below or it is forfeited. Upon separation the County shall pay all monies owed to the individual including all unused vacation accrual at their current rate of pay.

3. Vacation Pay

The rate of vacation pay shall be an employee's regular base rate of pay in effect in the pay period immediately preceding the employee's vacation period.

4. Vacation Requests

For purposes of vacation planning, a notice will be posted as follows: by November 1 of each year, for the months of January through April; by March 1 for the months of May through August; and by July 1 for the months of September through December. By the 15th of the month in which the posting is made, employees requesting three (3) or more consecutive days off, will sign the list for the days requested. If there are requests for vacation on the same date(s) that exceed the number of employees who can be scheduled off at the same time, seniority will determine whose preference is honored. All other vacation requests will be granted on a first request basis, taking into consideration staffing for the day(s) requested. Employees may not request vacation days beyond the time frame for which the posting is made. If the requested leave period exceeds one (1) regular work day, the request will be submitted not less than two (2) weeks prior to the beginning of the requested leave period.

5. Vacation Carry Over

While vacation leave is granted with the intent of permitting an employee the opportunity to be away from his/her job, they must at the same time be scheduled so as not to interfere with County operations. No vacation may be used during the first six (6) months of employment. Upon completion of a six (6) month probationary period, an employee will have available to him/her vacation earned to date. An employee must use at least one-half (1/2) of his/her accumulated vacation every year and may carry forward from year to year no more than one hundred twenty (120) hours of vacation. Vacation not used or in excess of the carry over at the end of the employee's anniversary year will be forfeited. It is the exclusive responsibility of the employee to assure their vacation is requested and scheduled pursuant to this provision. The term anniversary year when used in this Article means the day when an employee reaches his/her date of hire annually and at the end of each full year of employment.

6. Employees who request vacation in accordance with Article 6 §B.4 during the weeks in which holidays occur, shall be approved pursuant to Article 6 §B.4.

C. Personal Leave

Employees shall be eligible for up to twenty-four (24) hours of personal leave per calendar year. Leave will be requested at least forty-eight (48) hours before the leave is to begin, except in cases of emergency, and can be refused by the supervisor if a replacement employee cannot be found. Persons entering and leaving County employment will receive personal leave in that calendar year, based on up to eight (8) hours for each four (4) months worked.

D. Holidays

1. Recognized Holidays

- | | |
|-------------------------------|---|
| a. New Year's Day | g. Labor Day |
| b. Martin Luther King Jr. Day | h. Columbus Day/Indigenous \ Peoples' Day |
| c. Presidents Day | i. Veterans Day |
| d. Patriots Day | j. Thanksgiving Day |
| e. Memorial Day | k. Thanksgiving Friday |
| f. Independence Day | l. Christmas Day |

To the above may be added any holidays declared as such by the County Commissioners.

2. Holiday Pay

Employees shall be paid eight (8) hours pay for each holiday listed above in addition to their regular pay. Employees scheduled to begin their shift on New Year's Day, Independence Day, Labor Day, Thanksgiving or Christmas Day will be paid time and one-half (1 ½) for all hours worked in addition to the holiday pay. Employees scheduled to work on a holiday and do not work will not receive the holiday pay. For purposes of this article holidays will be recognized on the actual day of the holiday.

3. Banking of Holidays

Employees may choose to bank all of their holidays. Those banking their holidays will receive payment for the holidays on the first (1st) payroll in December. Employees will decide whether or not to bank their holidays during the open enrollment period for other County benefits. Employee may draw their banked holiday pay before the first payroll in December.

5. Holidays Off

Employees may take a holiday off provided they find their own replacement with the approval of the Director.

F. Court Leave

Employees of Oxford County will not lose regular pay or benefits while serving as a juror or witness, except that no employee will be given paid court leave to serve as a witness in a case brought by them. An employee will be paid as a witness only if a witness on behalf of the County in a work-related matter. If the amount received for jury or witness service is less than the employee would earn

from the County during the same period, the employee will receive pay sufficient to make him/her whole. The employee must furnish an official voucher showing the amount received for jury service. The employee will then be given the difference between what fees received for their service and their regular County pay. Employees excused from jury duty must report back to work during normal shift hours.

G. Bereavement Leave

In the event of the death of a relative as listed below, employees will be entitled to the following hours of leave without loss of pay:

Spouse, domestic partner or child	Up to thirty-two (32) hours
Parent, parent-in-law, foster parent, sibling	Up to sixteen (16) hours
Grandparent and grandchild	Up to eight (8) hours

The purpose of this leave is to attend the funeral of the relative, make household arrangements, or attend a memorial service or interment of the relative. The days need not be consecutive.

ARTICLE 7 – UNPAID LEAVES OF ABSENCE

A. Other Leaves

If a full-time employee is not eligible for Family Medical Leave and has exhausted all accumulated paid leave, s/he may be granted a leave of absence without pay by the County Commissioners upon recommendation of the respective Department Head. Leave without pay shall not exceed three (3) consecutive months in length. Such leave may be extended or renewed for up to three (3) months. Leave will not be granted to employees for the purpose of taking additional alternate employment beyond what has been approved prior to the leave. In addition, employees may not increase the number of hours worked beyond that which was approved prior to taking the leave. During the leave of absence without pay, the employee will not earn any leave or seniority and will be financially responsible for continuation of their insurance coverage and other employee paid benefits provided the employee pays the full cost of such benefit on or before the first (1st) day of each month in which the premium is due.

B. Military Leave

The County will abide by all provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

C. Accruals

Employees on unpaid leave shall not accrue seniority, leaves, or any other benefits.

D. Eligibility

Employees shall not be eligible for unpaid leave during their probationary period.

E. Application for Leave

Any request for leave shall be submitted in writing by the employee to the Director. The request shall state the reason the leave is being requested and the approximate length of time needed.

ARTICLE 8 – INSURANCE AND OTHER BENEFITS

A. Health Insurance

The County will subscribe to the Maine Municipal Employees Health Trust POS-C medical insurance plan or plan comparable thereto. The County will contribute towards the cost of the monthly premium as follows:

Single: 100% of premium

Dependents: 80% of the difference between the amount of the family coverage premium and single coverage premium.

B. Cash in Lieu Of Insurance

1. One thousand two hundred (\$1,200) dollars for each employee who subscribes to single coverage under the County's health insurance plan.
2. Four thousand (\$4,000) dollars for each employee who elects not to subscribe to the health insurance plan offered by the County.
3. On an annual basis the employee must provide proof that s/he and/or his/her dependents, as appropriate, have health insurance coverage elsewhere.
4. Employees who are newly eligible for the cash in lieu of shall have the amount available to him/her pro-rated for the remaining portion of the calendar year in which the employee has elected to participate.
5. The payments shall be made quarterly.

C. Certification of Coverage

To participate in the benefit offered in paragraph B above, the employee must certify that the person(s) being dropped from coverage has health insurance coverage elsewhere.

D. Disability Insurance/Vision /Dental

The employee may participate in any County sponsored Income Protection, Vision, and Dental Policy at his/her own expense.

E. Maine Public Employees Retirement System

1. Effective January 1, 2021

The County will participate in the Maine Public Employees Retirement System Plan AC.

2. Effective January 1, 2022

The County will participate Maine Public Employees Retirement System – Special Plan 2C.

F. Social Security

The County will participate in the Social Security System during the term of this Agreement.

G. Alternate Retirement

The County will match up to three percent (3%) of an employee's wages contributed to any alternate retirement plan provided by the County for employees who have completed the probationary period and who are not in the Maine Public Employees Retirement System.

H. Work Related Illness or Injury

1. Employees injured while on duty must, unless physically unable to do so, notify their immediate supervisor before the end of their work shift and complete all injury forms and reports provided. Employees injured and unable to complete their assigned shift shall receive full pay for that shift.
2. Injury compensation claims shall be paid in accordance with existing Worker's Compensation provisions except as otherwise specified in this section.
3. The County will determine if such leave qualifies for Family Medical Leave. If so, under no circumstances will the employee's pay exceed one hundred percent (100%) of pay. In addition to pay received from Workers

Compensation, the County will use paid leave to make up any difference between the employees' pay and what is received through Workers Compensation. Payment for medical insurance premiums by the County shall continue provided the employee qualifies for Family Medical Leave.

ARTICLE 9 – PROBATIONARY PERIOD

The probationary period shall be six (6) months from the date of full-time employment for a new hire. Employees who have been promoted internally shall serve a probationary period of three (3) months from the first day of work in the promoted position.

ARTICLE 10 - DISCIPLINE

A. Just Cause

Employee(s) who have completed the probationary period shall be disciplined only for just cause. Just cause shall include the concept of progressive discipline. Employees who are arrested or charged with a crime or felony, that would preclude them from working in a dispatch center, shall be placed on unpaid administrative leave. If the employee is not found not guilty or similarly absolved from guilt on all charges by the courts, the employee shall be returned to work and be paid regular base wages for that time spent on unpaid administrative leave.

B. Personnel Files

All discipline placed in an employee's personnel file shall not be used in an adverse manner after the following times:

1. Oral warning 12 months
2. Written reprimand 18 months
3. Suspension 30 months

C. Loss of Partial or Full Certification

Employees who lose part or all of their certification to dispatch have a grace period of ten (10) business days to acquire certification or they will be placed on unpaid administrative leave. If after thirty (30) days of being on unpaid leave the employees has not become certified, termination will be considered. Lack of necessary certification will be considered just cause.

ARTICLE 11- OUTSIDE EMPLOYMENT

A. Consent for Employment

1. 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 interests of the County, State, and Federal regulations. No less than eight (8) hours of non-work time must separate approved outside employment and a twelve (12) hour shift with the County; six (6) hours for a shift of eight (8) hours or more; four (4) hours for a shift of less than six (6) hours.
2. The County's consent for outside employment must be reviewed annually. The County may require employees to provide their work schedule when in its sole opinion, verification of compliance with §A.1 above is needed.

B. Use of County Equipment and Facilities

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

ARTICLE 12 – NO STRIKE/NO LOCKOUT

A. Work Stoppage

The employees covered by this Agreement assert that during the term of this Agreement, they shall not engage in a work stoppage, slowdown, sickout, or strike of the county for the purpose of preventing it from filling vacancies.

B. Union Responsibility

In the event that unit members participate in such activities in violation of this provision, the Union shall notify those unit members so engaged to cease and desist from such activities and shall instruct the unit members to return to their normal duties.

C. County Responsibility

The County agrees that there will be no lockouts during the term of this Agreement.

ARTICLE 13 – SETTLEMENT OF DISPUTES

A. Definitions

1. Grievance - A grievance is hereby defined as any dispute between the parties as to the meaning or application of the specific terms of this Agreement.
2. Grievant - The employee who has successfully completed his/her initial probationary period or the Union.
3. Days - Days shall be calendar days, Monday through Friday, excluding legal holidays.

B. Step 1 - Director, Designee, or Agent

The grievant and/or the Union must present the alleged grievance in writing to the Director, designee or agent as determined by the County, within ten (10) days of the event giving rise to the grievance. The Director, designee, or agent shall meet with the grievant and/or Union within ten (10) days of receipt of the written grievance. Within ten (10) days of his/her meeting with the employee or his/her representative, the Director shall render in writing his/her response to the grievance and provide a copy to the Union and a copy to the Commissioners. No agreement shall be valid which changes or modifies any provision of this Agreement unless signed by the Commissioners and AFSCME Council 93.

C. Step 2 - County Commissioners, Designee, or Agent

If the grievant and/or the Union is not satisfied with the response at Step 1, s/he and/or the Union may file a written appeal with the County Commissioners within ten (10) days of receipt or the due date of the Director's response, whichever is earlier. The Commissioners, designee or agent, as determined by the Chair of the Commissioners, will hear the grievance at its next regularly scheduled meeting provided at least ten (10) days notice has been given to the Commissioners or within ten (10) days of receipt if by the designee or agent. A written response will be rendered to the grievant and the Union within ten (10) days after the close of the meeting if by the agent or designee or at the next Commissioners meeting, if by the Commissioners.

D. Step 3 - Arbitration

1. In the event that the decision of the County Commissioners is unacceptable to the Union, the Union may within fifteen (15) days of receipt of the County response, file with the County a written request for arbitration of the issue. If the County and Union, within ten (10) days of receipt of the request for arbitration, cannot agree on the selection of an

arbitrator, the Union may request arbitration under the procedures of the Maine Board of Arbitration and Conciliation.

2. The arbitrator(s) shall have no authority to amend, nullify, ignore, add to, or subtract from the specific provisions of this Agreement.
3. The arbitrator(s) shall be requested to render a decision within thirty (30) days after the conclusion of testimony and final arguments. The arbitrator's decision shall be binding and final on both parties except as provided in Title 14, M.R.S.A. §5927 through §5940.
4. Expenses for the arbitrators' services and the proceedings shall be borne equally by the County and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record and make copies available, without charge, to the other party and to the arbitrator(s).

E. Time Extensions

The time limits for the processing of grievances at any step may be extended by oral agreement but must be confirmed by written consent of the parties.

F. Miscellaneous

1. Content of Grievance

The written grievance must contain the name of the grievant, the date the alleged grievance occurred, the articles of the contract violated, the remedy sought, and the date the grievance was filed at each step of the procedure.

2. Grievance Waiver

Failure to file or appeal a grievance in accordance with the time limits or procedures contained herein shall be a waiver to further access to the grievance procedure.

3. Transcripts

If either party requests a transcript of the arbitration hearing, the requesting party shall pay the cost of such transcript, provide a copy to the other party and it shall be the official record of the arbitration hearing.

4. Authority of the Director

The Director will have no authority to make a decision which alters, amends, or adds to this Agreement.

ARTICLE 14 - SAVINGS CLAUSE

If any provisions of this Agreement violate any state or federal statutes, such provisions shall be invalid. Invalidity of any provision of this Agreement shall not impugn the validity of any other provision of this Agreement. Any such provisions found to be invalid are subject to renegotiation upon the request of either party.

ARTICLE 15 - SCOPE OF AGREEMENT

This agreement represents the entire agreement between the parties, who agree that all matters that were or might have been the subject of negotiations have been fully discussed and resolved as expressed here, and both parties do expressly waive all bargaining rights which might arise during the terms of this Agreement. However, neither party is waiving its right to bargain the impact of any working condition that may arise during the term of this Agreement.

ARTICLE 16 - DURATION

This Agreement shall be effective January 1, 2021, or the date of execution, whichever is later, unless otherwise provided herein and shall expire on December 31, 2023.

FOR THE UNION

Sylvia Hebert, Staff Representative

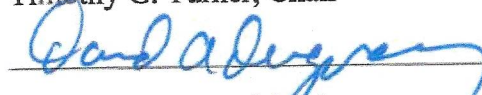
Beverly Stevens, Negotiator

Nichole Newton, Negotiator

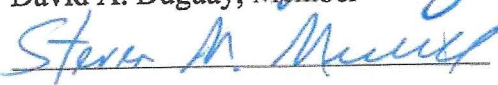
FOR THE COMMISSIONERS



Timothy G. Turner, Chair



David A. Duguay, Member



Steven M. Merrill, Member

Dated: _____

Dated: 12-24-2020

APPENDIX A

	start	6 mos	1 Year	3 Years	5 Years	7 Years	10 years	13 years	16 years	20 years
January 1 2021	\$18.76	\$19.31	\$19.90	\$20.50	\$21.10	\$21.74	\$22.40	\$23.34	\$23.87	\$24.58
January 1 2022	\$19.32	\$19.89	\$20.50	\$21.11	\$21.74	\$22.40	\$23.07	\$24.04	\$24.58	\$25.32
January 1 2023	\$19.90	\$20.49	\$21.11	\$21.75	\$22.39	\$23.07	\$23.76	\$24.76	\$25.32	\$26.08

1. Shift Differential: All employees who work between 6 P.M. and 6 A.M. shall receive a shift differential of \$.50 per hour in addition to their regular hourly rate.

2. Starting Rate: Employees who are hired and are certified supervisors may be given credit for up to three (3) full years of previous work as a public safety dispatcher.

3. Stipends Effective upon execution, employees performing duties of a EMDQ, TAC officer, or trainer shall be paid \$.50 per hour above their base rate during the time they are performing services or training related to this designation.

APPENDIX B

“Domestic Partner”¹ as used in this Agreement shall mean the partner of an employee who:

- Is a mentally competent adult as is the employee
- Has been legally domiciled with the employee for at least twelve (12) months;
- Is not legally married to or legally separated from another individual;
- Is the sole partner of the employee and expects to remain so;
- Is not a sibling of the employee;
- Is jointly responsible with the employee for each other’s’ common welfare as evidenced by joint living arrangements, joint financial arrangements, or joint ownership of real or personal property.

¹MSR 26 §843 (7)