

AGREEMENT BETWEEN THE
CITY OF SANFORD
AND
SANFORD REGIONAL
COMMUNICATIONS ASSOCIATION

JULY 1, 2025 – JUNE 30, 2028

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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.
 - a. Any employee hired into full time employment from Reserve status must serve a six month probationary period.
 - b. Any employee re-hired back to employment by the City of Sanford must serve a six month probationary period.
 - c. Any employee promoted to an OIC/Supervisor position must serve a six month probationary period.
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.
 - b. 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 clearance.

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.

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 clearance

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 clearance, 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 thirty (30) days in advance.

The job will be posted thirty (30) days in advance via e-mail to the "Sanford RCC-Full Time Staff" Distro list by Communication Administration or their designee. Bargaining unit members interested in working the job will respond to the posting. The job will be filled two (2) weeks in advance by Communication Administration or their 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 thirty (30) 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 Communication Administration or their designee 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, Communications Administration or their 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 Administration or their 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, Administration or their designee 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 notified 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.

I. Shift swaps will be ordered in or over as a last resort, with all full time employees on their regular shifts being prioritized first.

ARTICLE 9 – WAGES

A. Commencing July 1, 2025 the following rates of pay shall be in effect. Upon signing of this bargaining agreement retroactivity, employees 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:

- Market Adjustment then 3% COLA for 2025-2026
- 3% COLA for 2026-2027
- 3% COLA for 2027-2028

OIC/QA Positions (New positions taking four positions from dispatch) – Duties to assist the supervisors. Each employee must successfully complete the OIC/QA process before being promoted to one of these positions. The City and the Union agree to work together in Labor-Management to make any mutually acceptable changes in the promotional process. If the shift supervisor is out and the OIC/QA is acting as the supervisor, they will receive the upgraded pay to the New Shift Supervisor rate of pay.

DISPATCHER IN CHARGE - When a dispatcher is acting as a supervisor due to both the Supervisor and OIC/QA being absent, for a specific shift, they will receive an additional \$1.00 per hour for that specific shift.

Supervisor Steps are as follows:

New Supervisor – No experience as a supervisor up to two years' experience as a supervisor.

Step 2 Supervisor – Two years' experience as a supervisor up to four years' experience as a supervisor.

Step 3 Supervisor – Four years or more experience as a supervisor.

B. All Dispatchers With Prior Full Time Work Experience –

1. Length of service will be calculated based upon bona fide years of dispatcher service with any public safety agency of comparable size and/ or equivalent duties and responsibilities, and full-time employment of within any state. This service will be assessed and assigned credit by the Director of Dispatch or their designee. Pay step assignment will be contingent upon the dispatcher either being, or becoming certified under the standards of the Maine Criminal Justice Academy. This is effective 10/1/2022 AND when all required documentation is fully submitted to the Director of Dispatch or their designee. This is not to be part of any retro pay that may be agreed upon.
2. This experience credit is for salary compensation, city longevity and vacation accruals and shall not affect department seniority.

C. Trainer Pay –

Per established past practice, it has been mutually agree that compensation for training time shall be calculated as follows:

(Total training hours divided by eight) X 1.5, with the resulting amount to be paid at the overtime rate (1.5 X regular hourly rate).

At the employee's discretion, this compensation may by be applied as compensatory time in lieu of pay, provided it does not exceed the comp time limits as stated elsewhere in this contract.

This formula reflects the long-standing agreement on how training pay is computed and shall continue to apply unless otherwise modified through collective bargaining.

D. Emergency/Critical Staffing Pay -

In circumstances where the City determines there is a critical need for staffing, **double time (2.0× the employee's regular hourly rate)** will be paid **only** when the following conditions are met:

1. **Declaration of Emergency/Critical Staffing:**
The situation must be officially declared as an emergency or critical staffing event for the SRCC by the department administration.
2. **Voluntary Coverage on Day Off:**
The employee must **volunteer** to work the shift, and it must occur on their regularly scheduled **day off** (opposite shift from their regular end-of-week schedule).
3. **Response Time Requirement:**
To qualify for double time, the employee must **respond within 30 minutes of being notified** of the staffing need.
 - If any employee **does not respond within 30 minutes**, and is then **ordered or forced** to work, they shall receive pay at the **standard overtime rate (1.5× regular hourly rate)** rather than double time.
4. **Documentation for Payroll:**
Each instance of double time pay must be clearly **noted and approved on the employee's timesheet**, with confirmation that the employee **volunteered** and met the required criteria. Payroll will not process double time pay without this documentation.

	7/1/2025 - 6/30/2026		7/1/2025 - 6/30/2026
COLA 3% - EACH YEAR	Hourly Base	Longevity Amount/Hour	Hourly with Longevity
DISPATCHER			
Trainee	\$28.2446		\$28.2446
Start to 2 Year	\$29.0633		\$29.0633
Upon Completion of 2 Years	\$29.5726		\$29.5726
Upon Completion of 3 Years	\$30.4598		\$30.4598
Upon Completion of 4 Years	\$31.0423	0.4808	\$31.5231
Upon Completion of 7 Years	\$31.0423	1.0457	\$32.0880
Upon Completion of 9 Years	\$31.0423	1.5990	\$32.6413
Upon Completion of 12 Years	\$31.0423	2.2125	\$33.2548
Upon Completion of 15 Years	\$31.0423	3.2692	\$34.3115
Upon Completion of 20 Years	\$31.0423	4.0865	\$35.1288
OIC			
Start to 2 Year	\$32.2765		\$32.2765
Upon Completion of 2 Years	\$32.2765		\$32.2765
Upon Completion of 3 Years	\$32.2765		\$32.2765
Upon Completion of 4 Years	\$32.2765	0.4808	\$32.7573
Upon Completion of 7 Years	\$32.2765	1.0457	\$33.3222
Upon Completion of 9 Years	\$32.2765	1.5990	\$33.8755
Upon Completion of 12 Years	\$32.2765	2.2125	\$34.4890
Upon Completion of 15 Years	\$32.2765	3.2692	\$35.5457
Upon Completion of 20 Years	\$32.2765	4.0865	\$36.3630
NEW SUPERVISOR			
Start to 2 Year	\$33.5106		\$33.5106
Upon Completion of 2 Years	\$33.5106		\$33.5106
Upon Completion of 4 Years	\$33.5106	0.4808	\$33.9914
Upon Completion of 7 Years	\$33.5106	1.0457	\$34.5563
Upon Completion of 9 Years	\$33.5106	1.5990	\$35.1096
Upon Completion of 12 Years	\$33.5106	2.2125	\$35.7231
Upon Completion of 15 Years	\$33.5106	3.2692	\$36.7798
Upon Completion of 20 Years	\$33.5106	4.0865	\$37.5971
STEP 2 SUPERVISOR			
Start to 2 Year	\$34.4275		\$34.4275
Upon Completion of 2 Years	\$34.4275		\$34.4275
Upon Completion of 4 Years	\$34.4275	0.4808	\$34.9083
Upon Completion of 7 Years	\$34.4275	1.0457	\$35.4732
Upon Completion of 9 Years	\$34.4275	1.5990	\$36.0265
Upon Completion of 12 Years	\$34.4275	2.2125	\$36.6400
Upon Completion of 15 Years	\$34.4275	3.2692	\$37.6967
Upon Completion of 20 Years	\$34.4275	4.0865	\$38.5140
STEP 3 SUPERVISOR			
Start to 2 Year	\$35.6852		\$35.6852
Upon Completion of 2 Years	\$35.6852		\$35.6852
Upon Completion of 4 Years	\$35.6852	0.4808	\$36.1660
Upon Completion of 7 Years	\$35.6852	1.0457	\$36.7309
Upon Completion of 9 Years	\$35.6852	1.5990	\$37.2842
Upon Completion of 12 Years	\$35.6852	2.2125	\$37.8977
Upon Completion of 15 Years	\$35.6852	3.2692	\$38.9544
Upon Completion of 20 Years	\$35.6852	4.0865	\$39.7717

	7/1/2026 - 6/30/2027		7/1/2026 - 6/30/2027
COLA 3% - EACH YEAR	Hourly Base	Longevity Amount/Hour	Hourly with Longevity
DISPATCHER			
Trainee	\$29.0919		\$29.0919
Start to 2 Year	\$29.9352		\$29.9352
Upon Completion of 2 Years	\$30.4598		\$30.4598
Upon Completion of 3 Years	\$31.3736		\$31.3736
Upon Completion of 4 Years	\$31.9736	0.4808	\$32.4544
Upon Completion of 7 Years	\$31.9736	1.0457	\$33.0193
Upon Completion of 9 Years	\$31.9736	1.5990	\$33.5726
Upon Completion of 12 Years	\$31.9736	2.2125	\$34.1861
Upon Completion of 15 Years	\$31.9736	3.2692	\$35.2428
Upon Completion of 20 Years	\$31.9736	4.0865	\$36.0601
QIC			
Start to 2 Year	\$33.2448		\$33.2448
Upon Completion of 2 Years	\$33.2448		\$33.2448
Upon Completion of 3 Years	\$33.2448		\$33.2448
Upon Completion of 4 Years	\$33.2448	0.4808	\$33.7256
Upon Completion of 7 Years	\$33.2448	1.0457	\$34.2905
Upon Completion of 9 Years	\$33.2448	1.5990	\$34.8438
Upon Completion of 12 Years	\$33.2448	2.2125	\$35.4573
Upon Completion of 15 Years	\$33.2448	3.2692	\$36.5140
Upon Completion of 20 Years	\$33.2448	4.0865	\$37.3313
NEW SUPERVISOR			
Start to 2 Year	\$34.5160		\$34.5160
Upon Completion of 2 Years	\$34.5160		\$34.5160
Upon Completion of 4 Years	\$34.5160	0.4808	\$34.9968
Upon Completion of 7 Years	\$34.5160	1.0457	\$35.5617
Upon Completion of 9 Years	\$34.5160	1.5990	\$36.1150
Upon Completion of 12 Years	\$34.5160	2.2125	\$36.7285
Upon Completion of 15 Years	\$34.5160	3.2692	\$37.7852
Upon Completion of 20 Years	\$34.5160	4.0865	\$38.6025
STEP 2 SUPERVISOR			
Start to 2 Year	\$35.4604		\$35.4604
Upon Completion of 2 Years	\$35.4604		\$35.4604
Upon Completion of 4 Years	\$35.4604	0.4808	\$35.9412
Upon Completion of 7 Years	\$35.4604	1.0457	\$36.5061
Upon Completion of 9 Years	\$35.4604	1.5990	\$37.0594
Upon Completion of 12 Years	\$35.4604	2.2125	\$37.6729
Upon Completion of 15 Years	\$35.4604	3.2692	\$38.7296
Upon Completion of 20 Years	\$35.4604	4.0865	\$39.5469
STEP 3 SUPERVISOR			
Start to 2 Year	\$36.7557		\$36.7557
Upon Completion of 2 Years	\$36.7557		\$36.7557
Upon Completion of 4 Years	\$36.7557	0.4808	\$37.2365
Upon Completion of 7 Years	\$36.7557	1.0457	\$37.8014
Upon Completion of 9 Years	\$36.7557	1.5990	\$38.3547
Upon Completion of 12 Years	\$36.7557	2.2125	\$38.9682
Upon Completion of 15 Years	\$36.7557	3.2692	\$40.0249
Upon Completion of 20 Years	\$36.7557	4.0865	\$40.8422

	7/1/2027 - 6/30/2028		7/1/2027 - 6/30/2028
COLA 3% - EACH YEAR	Hourly Base	Longevity Amount/Hour	Hourly with Longevity
DISPATCHER			
Trainee	\$29.9647		\$29.9647
Start to 2 Year	\$30.8333		\$30.8333
Upon Completion of 2 Years	\$31.3736		\$31.3736
Upon Completion of 3 Years	\$32.3148		\$32.3148
Upon Completion of 4 Years	\$32.9328	0.4808	\$33.4136
Upon Completion of 7 Years	\$32.9328	1.0457	\$33.9785
Upon Completion of 9 Years	\$32.9328	1.5990	\$34.5318
Upon Completion of 12 Years	\$32.9328	2.2125	\$35.1453
Upon Completion of 15 Years	\$32.9328	3.2692	\$36.2020
Upon Completion of 20 Years	\$32.9328	4.0865	\$37.0193
OIC			
Start to 2 Year	\$34.2421		\$34.2421
Upon Completion of 2 Years	\$34.2421		\$34.2421
Upon Completion of 3 Years	\$34.2421		\$34.2421
Upon Completion of 4 Years	\$34.2421	0.4808	\$34.7229
Upon Completion of 7 Years	\$34.2421	1.0457	\$35.2878
Upon Completion of 9 Years	\$34.2421	1.5990	\$35.8411
Upon Completion of 12 Years	\$34.2421	2.2125	\$36.4546
Upon Completion of 15 Years	\$34.2421	3.2692	\$37.5113
Upon Completion of 20 Years	\$34.2421	4.0865	\$38.3286
NEW SUPERVISOR			
Start to 2 Year	\$35.5514		\$35.5514
Upon Completion of 2 Years	\$35.5514		\$35.5514
Upon Completion of 4 Years	\$35.5514	0.4808	\$36.0322
Upon Completion of 7 Years	\$35.5514	1.0457	\$36.5971
Upon Completion of 9 Years	\$35.5514	1.5990	\$37.1504
Upon Completion of 12 Years	\$35.5514	2.2125	\$37.7639
Upon Completion of 15 Years	\$35.5514	3.2692	\$38.8206
Upon Completion of 20 Years	\$35.5514	4.0865	\$39.6379
STEP 2 SUPERVISOR			
Start to 2 Year	\$36.5242		\$36.5242
Upon Completion of 2 Years	\$36.5242		\$36.5242
Upon Completion of 4 Years	\$36.5242	0.4808	\$37.0050
Upon Completion of 7 Years	\$36.5242	1.0457	\$37.5699
Upon Completion of 9 Years	\$36.5242	1.5990	\$38.1232
Upon Completion of 12 Years	\$36.5242	2.2125	\$38.7367
Upon Completion of 15 Years	\$36.5242	3.2692	\$39.7934
Upon Completion of 20 Years	\$36.5242	4.0865	\$40.6107
STEP 3 SUPERVISOR			
Start to 2 Year	\$37.8584		\$37.8584
Upon Completion of 2 Years	\$37.8584		\$37.8584
Upon Completion of 4 Years	\$37.8584	0.4808	\$38.3392
Upon Completion of 7 Years	\$37.8584	1.0457	\$38.9041
Upon Completion of 9 Years	\$37.8584	1.5990	\$39.4574
Upon Completion of 12 Years	\$37.8584	2.2125	\$40.0709
Upon Completion of 15 Years	\$37.8584	3.2692	\$41.1276
Upon Completion of 20 Years	\$37.8584	4.0865	\$41.9449

ARTICLE 10 – LONGEVITY

A. THESE LONGEVITY STEPS ARE NOW BUILT IN AS PART OF THE WAGES UNDER ARTICLE 9.

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 \$2,175 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 \$3,326 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 \$4,602 per year, to be paid as part of their hourly wage throughout the year.

Employees who have completed fifteen (15) years of service shall receive a longevity payment equal to \$6,800 per year, to be paid as part of their hourly wage throughout the year. This longevity step was added effective July 1, 2020

Employees who have completed twenty (20) years of service shall receive a longevity payment equal to \$8,500 per year, to be paid as part of their hourly wage throughout the year. This longevity step was added effective July 1, 2020.

E. All salaries and longevity increases shall start on the anniversary of the required number of years for an increase based on Article 9, Section B.

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 (1½) 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 52 hours of compensatory time per contract year; at no time shall an employee's compensatory time balance exceed 52 hours. All compensatory time will be bought out in the last posted pay period for the fiscal year end (first paycheck in July) bringing their balance to zero. 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.
- F. Time off for vacations will be counted as hours worked for overtime calculations. Time off for bereavement will not be counted as hours worked for overtime calculations.

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.

New hires will receive 40 hours of vacation time upon hire.* These hours are front-loaded and will not be pro-rated if said employee leaves within the first 12 months. These hours are not part of the eighty (80) hours earned upon completion of one (1) year of service. Effective July 1, 2025, the City agrees to a one time look back for any new hire in the past year to get 20 hours of vacation time (earned time).

*The 40 hours of vacation time upon hire does not apply to anyone re-hired to the City of Sanford.

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 two (2) years of service, employees shall be entitled to one hundred (100) hours of vacation.

Upon completion of three (3) years of service, employees shall be entitled to one hundred twenty (120) hours of vacation.

Upon completion of five (5) years the employee shall be entitled to one hundred forty (140) hours of vacation.

Upon completion of ten (10) years the employee shall be entitled to one hundred eighty (180) hours of vacation.

Upon completion of fifteen (15) years the employee shall be entitled to two hundred (200) hours of vacation.

Upon completion of twenty (20) years of service, the employee shall be entitled to two hundred (220) hours of vacation.

Upon completion of twenty four (24) years of service, the employee shall be entitled to two hundred forty (240) hours of vacation.

Employees may carry over no more than one hundred twenty (120) hours of accumulated vacation time from one year to the next at their anniversary.

Employees may choose to be paid for up to half of their earned vacation time annually, based on their anniversary date, provided that they have used at least half of the vacation time earned. Employees must request it in writing to the Human Resource Director.

Any excess vacation time that is unused will be forfeited at the end of the year in which it was earned.

- 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 November, 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 bid forms will be distributed the first week of November. 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 than the 15th of November. The Director of Communications will complete the requests and post the granted vacations no later than the last day of November.
- D. Previous experienced dispatch personnel shall receive vacation based upon longevity decided by the Director of Dispatch or their designee in accordance of Article 9, Section B. This vacation time will be accrued upon their anniversary after 10/1/2022.

ARTICLE 14- HOLIDAYS

A. The following are holidays for all employees covered by this Agreement Effective: January 1, 2022.

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

B. Employees shall receive eight (8) hours pay for each of the thirteen (13) holidays; for a total of 104 hours. Such amount to be payable to all employees on the first pay period in November.

C. If an employee works, on Christmas, Thanksgiving, New Year's Day, Memorial Day, Independence Day or Labor Day, they shall be paid double time (2X) the base hourly rate in addition to their paid holiday. This is to be effective 7/1/2020.

C. The annual holiday accrual for an employee who has exhausted their FMLA benefits for an injury or illness, (as defined by FMLA) will be prorated upon their return to work. An employee will not be eligible to accrue holiday pay beyond the twelve (12) week FMLA benefit until they return 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 their 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, they 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 their FMLA benefits for an injury or illness, (as defined by FMLA) will be prorated upon their return to work. An employee will not be eligible to accrue sick time beyond the twelve (12) week FMLA benefit until they return 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: $102 \text{ hours} / 12 \text{ months} = 8.5 \text{ hours per month}$

January – March: $8.5 \times 3 \text{ months} = 25.50 \text{ hours}$

April – June: 0 hours

July – December: $8.5 \times 6 \text{ months} = 51 \text{ hours}$

Annual Sick Accrual For This Employee: 76.5 hours vs 102

- F. The parties agree that the first forty (40) hours of sick time used each year satisfies the Maine Earned Paid Leave (MEPL) statute and acknowledge that the accrual rates for sick time in this agreement exceed the requirements of the MEPL statute.

ARTICLE 16- BEREAVEMENT LEAVE

In the event of a death, the employee shall be granted paid bereavement leave for working days/hours missed falling within the time of death and the day after the funeral. An employee shall be permitted to reserve one of the days to attend a spring burial; provided, however, that the employee must so notify the City at the time of the request for bereavement leave. The bereavement leave shall be granted as follows:

5 Days –

Spouse/Domestic Partner

Children/Step Children/Domestic Partner's Children

Parents/Step Parent/Domestic Partner of Parent

Siblings/Step-Siblings

3 Days –

Father/Mother In-Law, Domestic Partner's Parents

Brother/Sister In-Law

Daughter/Son In-Law

Grandparents/Grandparents In-Law

Grandchildren, Grandchildren of Domestic Partner

Aunt/Uncle

Other Persons – Residing in same household or any significant relationship as agreed upon between the Human Resource Director and the Department Head.

1 Day –

Niece/Nephew

Cousin

*Upon agreement between the Human Resource Director and the Department Head, up to one (1) day of paid leave may be granted for bereavement purposes not listed above.

Employees on bereavement leave have no obligation to respond to any calls from the City during periods of non-work amidst or contiguous with such leave.

Definition of Domestic Partner:

An employee who is mentally competent as an adult; 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; and is jointly responsible with the employee for each other's common welfare (joint living arrangements, joint financial arrangements, or joint ownership of real estate or personal property).

ARTICLE 17- LEAVES OF ABSENCE

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

State of Maine Paid Family Medical Leave (PFML) – Family medical leave is governed by the requirements of Maine's family leave law. If the requirements, benefits, definitions and/or scope of the State laws related to family medical leave change from the date of this revised policy, such changes are automatically incorporated into this section.

It is agreed that any payroll tax that is a part of this law shall be split with the City agreeing to pay one half (1/2) and the employee paying one half (1/2) up to the state employee maximum. This is regardless if the City decides to go with the State plan or a private plan.

ARTICLE 18 – INJURIES

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

ARTICLE 19 – MEDICAL AND HOSPITAL INSURANCE

A. Subject to the availability of such plans from the MMEHT, effective January 1, 2015; the City shall provide employees with the MMEHT Baxter (Previously POS-200 Point of Service) health insurance plan or its equivalent. The City will further provide a Health Reimbursement Account (HRA), 100% contributions by the City, to limit out of pocket expenses to the Employees. Said HRA benefit will be paid first for all qualifying expenses, prior to the Employee incurring qualifying costs. The HRA benefit will be administered through a Third Party Administrator (TPA) and Patient Portal or Phone App. The benefit shall be:

- a. Effective July 1, 2019 – June 30, 2022 employees who subscribe to the City's Baxter (Previously POS 200) health insurance program, through payroll deduction, shall contribute to the employee, family or dependent premium, whichever is applicable, 20% of the total cost of the premium.

B. HRA equal to 70% MOP for employee's enrolled plan coverage

****Employee's Enrolled Plan Coverage is defined as Employee, Dependent, or Family Plan.**

***MOP (Maximum out Of Pocket) is defined as Deductible and Coinsurance only,** not subject to pending out of pocket on co-pays under the Affordable Care Act.

C. City employees will also have the option to select the Maine Municipal Employees Health Trust Acadia (Previously POS C) plan, with the provision that those employees, who wish to continue with the Acadia (Previously POS C) plan, pay the total difference in premium between the MMEHT Baxter (Previously POS-200) and the MMEHT Acadia (Previously POS-C), in addition to the 20% contractual amount of premium contribution. There will be no HRA benefit with the Acadia (Previously POS C) plan. Employees will have the benefit of once a year during open enrollment of changing their election to either the Baxter (Previously POS-200) plan or the Acadia (Previously POS-C) plan.

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.

D. Upon ratification of the bargaining agreement all employees shall contribute \$2.85 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.

E. 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 per year to be paid in monthly installments through direct deposit. 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 the second pay period of each month. 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 a Mission Square contribution retirement plan; however, the City will not contribute to the Mission Square 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 a Mission Square contribution retirement plan. The City will not contribute to the Mission Square plan EXCEPT that the City agrees to contribute three thousand dollars (\$3,000.00) annually to the Mission Square 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 Mission Square plan.
- C. 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.
- On January 1, 2023, all current full time dispatchers of the City, will be transitioned from their existing MainePers retirement plan to the MainePers Future Service Only Special 3C Plan. This change will be prospective only and not retroactive. As of January 1, 2023 any newly hired full time dispatchers will be offered to participate in this MainePers Special 3C Plan.
- D. 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-

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:
- D. 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.
- E. Shift swaps will be ordered in or over as a last resort, with all full time employees on their regular shifts being prioritized first.

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. Effective July 1, 2025 all current employees at that time will be grandfathered and 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.

<u>Communications-Weekly</u>	<u>Percentage of Pay</u>
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.

Any new employee hired after July 1, 2025 shall receive pay increases in accordance with the following, if they have attained an Associate Degree or Bachelor Degree from an accredited University or College.

15 Educational Credit Hours -	\$.25/per hour
30 Educational Credit Hours -	\$.45/per hour
60 Educational Credit Hours -	\$.55/per hour
90 Educational Credit Hours -	\$.75/per hour
120 Educational Credit Hours-	\$.85/per hour

*The July 1, 2025 Educational Incentives are not cumulative.

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.

Tuition Costs

The City of Sanford will reimburse a full-time employee for 100% of tuition costs up to a maximum of \$5,000 per fiscal year for continuing education through an accredited program that either offers growth in an area related to their current position or that may lead to promotional opportunities with the City of Sanford. The maximum fiscal benefit for the SRCC Dept. will be \$12,500. This education is for college credit courses that are job-related (see list below). This reimbursement is only applicable to tuition costs and books.

Eligibility

Full-time, regular employees who have completed one year of employment and receive prior approval are eligible under this policy. An employee must secure a passing grade of "B" or its equivalent or obtain a certification to receive any reimbursement. Expenses must be validated by receipts and a copy of the final grade or certification received.

Procedures

To receive reimbursement for educational expenses, employees should follow the procedures listed here:

- Prior to enrolling in an educational course, the employee must provide their department head with information about the course for which they would like to receive reimbursement and discuss the job-relatedness (see list below) of the continuing education.

- A tuition reimbursement request form should be completed by the employee, and the appropriate signatures obtained.
- To ensure proper budgeting for tuition reimbursement, employees shall notify their Department Head by December 15th of each year when possible, concerning anticipated course work or training.

Following Course Completion

- Once the course is successfully completed, the employee should resubmit the original tuition reimbursement request form with the reimbursement section filled out, including appropriate signatures, as well as receipts and evidence of a passing grade or certification attached.
- The department head will coordinate the reimbursement with the finance department.
- If an employee commits to the course prior to receiving approval, then they are responsible for all costs.
- If an employee leaves the organization within six months of receipt of tuition assistance, we will require 100% repayment which will be collected from the employee's final paycheck.
- Employees who receive tuition support or financial assistance from alternate sources must report such amount and shall not be eligible to be reimbursed for any amount that they do not have to repay.

Employees are required to utilize the Maine Workforce Development Incentive Program to support their ongoing education and training efforts.

The city reserves the right to deny courses deemed inappropriate due to course content or due to projected budgetary constraints. Employees who have been denied tuition reimbursement due to budgetary constraints will be given priority in the following year.

Job related courses are as follows:

- Public Administration, Sociology, Psychology, Education, Criminal Justice, Communications, Business, Management, English, Computer Science, Fire Science/EMT.

ARTICLE 31-MANAGEMENT RIGHTS

Except as explicitly limited by specific provisions of this Agreement, the City shall continue to have the exclusive right to take any action it deems appropriate in the operation of the department and the direction of the work force in accordance with its judgment. Such rights shall include, but shall not be limited to, the operation of the Sanford Regional Communications Center, direction of the working forces, the right to hire, to suspend or to discharge for just cause, to change assignments, to promote, to expand the working force, or to reduce the working forces with notification fourteen (14) days prior to reduction, to transfer, to maintain discipline in accordance with the Member's Rights provision, to establish work schedules and to introduce new or improved methods or facilities.

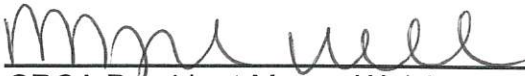
ARTICLE 32-TERM OF AGREEMENT

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, 2028. Either party shall notify the other to renegotiate at least one hundred twenty (120) days before June 30, 2028, 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, 2028.

Signed and dated this ____ day of _____, 2025, at Sanford, Maine.

Sanford Regional Communications Assoc.:



SRCA President Megan Welch

6-26-25

Date

City of Sanford:



City Manager, Steve Buck

6/18/2025

Date



City Mayor, Becky Brink

6/26/2025

Date

Appendix A Direct Deposit

The employees included in this agreement agree to sign up for direct deposit at the Financial Institution of their choice. Human Recourses has agreed to assist in setting this up for employees.

Appendix B – Staffing

The City of Sanford will increase the full-time staffing level of the SRCC from twenty (20) full-time Public Safety Dispatchers to twenty two (22) full-time Public Safety Dispatchers.

Before taking on new or additional towns/agencies for services, the City will examine the need for additional staffing as part of the new level of services. If there is a reduction of towns/agencies for services, the City will examine the need to reduce staffing as part of the re-alignment of services.

Any such commitment to increase staffing levels in this agreement or the reduction of staffing levels is subject to the City's budget and is contingent upon and subject to available revenue and nothing in this Agreement shall limit the City's Management Rights to operate the Department, including setting staffing levels as referenced in Appendix B.