

**Collective Bargaining Agreement**  
**between**  
**Lewiston-Auburn 9-1-1 Committee**  
**and**  
**Maine Association of Police/ Lewiston-Auburn 9-1-1 Telecommunicators**

**July 1, 2012 through June 30, 2015**

**Collective Bargaining Agreement**

**Lewiston-Auburn 9-1-1 &  
MAP/ L-A 9-1-1 Telecommunicators**

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**PREAMBLE**

This Agreement is entered into by and between the Lewiston-Auburn 9-1-1 Committee, hereinafter referred to as the Employer, and MAP/L-A 9-1-1 Telecommunicators, hereinafter referred to as the Union.

**ARTICLE I  
RECOGNITION AND UNION ACTIVITIES**

**Section 1** The Employer recognizes the Union as the exclusive bargaining agent for all Telecommunicators, as recognized by the Maine Labor Relations Board, except Shift Supervisors, employed by it at the Lewiston-Auburn 9-1-1 Communications Center for the purpose of bargaining with respect to wages, hours, working conditions and contract grievance arbitration.

**Section 2** The Employer agrees not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the Union, or to discriminate against any employee because s/he has given testimony, or taken part in a grievance procedure, or proceedings of the Union.

**Section 3** The Employer agrees that representatives of the MAP, whether Local Union Representatives, or bargaining agents, shall have access to the premises of the Employer at reasonable times and for reasonable periods of time during daytime working hours to conduct local union business; provided that such business shall not interfere with the performance of the assigned functions of any employees of the Employer who are on duty.

**Section 4** Up to two (2) members of the Union negotiating team shall be permitted to attend negotiating sessions at mutually agreed times without loss of pay.

**ARTICLE II  
PAYROLL DEDUCTION OF DUES**

**Section 1** **Check-off:** Upon written authorization of a Telecommunicator and approval by the Union President, the Employer agrees to deduct from the weekly pay of each Telecommunicator, the amount of union dues designated by the Union President and to deliver same to the Union Treasurer. If any Telecommunicator has no check due him or the check is not large enough to satisfy other deductions, then in that event no deduction will be made from said Telecommunicator for that period. In no event will the Employer be obligated to collect fines or assessments charged by the Union to its members. The Employer shall not be obligated to deduct union dues after receiving written notice from a Telecommunicator that s/he no longer authorized such deductions. The Union agrees in consideration thereof for itself and its members to individually and collectively perform loyal and efficient work and service for the Lewiston-Auburn 9-1-1 Communications Center, and to use their best efforts to promote and advance the interests of the taxpayers of the communities served by the Lewiston-Auburn 9-1-1 Communications Center.

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**Section 2      Union Indemnification**      The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Employer in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the Telecommunicator any such amount.

### ARTICLE III STRIKES AND SLOWDOWNS

Telecommunicators shall not engage in any work stoppage, slowdown, or strike in consideration of their right to a resolution of disputed question. Any or all Telecommunicators who violate the provisions of this Article will be subject to disciplinary action, which may include discharge. This provision is not intended to affect an employee's refusal to carry out an unlawful management request.

The Employer agrees that it shall not lock out employees during the term of this Agreement.

### ARTICLE IV WAGES

**Section 1**      Telecommunicators will be paid according to the wage chart in Appendix A attached to this contract.

Effective July 1, 2005, the Telecommunicator positions will be renamed as follows:

Former Position	New Position
	Entry
TC-T	TC1
TC-I	TC2
TC-IIA	TC3
TC-IIB	TC4
TC-IIC	TC5
SrTC	TC6
TCHH	Supervisor Level I

Except as provided in Section 3 Lateral Entry of this Article, telecommunicators will serve one year as TC1 before progressing through to TC2. With the exception of new trainees, Telecommunicators will progress through the step plan on the anniversaries as outlined in the pay chart attached as an addendum to this contract. New Employees will receive a 3% pay adjustment once they successfully complete their training bonus. This pay adjustment applies to new hires and does not apply to lateral entry employees.

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Telecommunicators must fulfill all the requirements of the level and must satisfactorily complete performance evaluations before advancing from one level to the next level. Employee job performance will be evaluated using the established employee evaluation system, and include but not be limited to overall job performance, attaining and/or maintaining the required certifications, attendance, availability for overtime and/or written proficiency tests.

The 9-1-1 Director shall have the discretion to advance an employee from one level to the next higher level prior to the completion of a year of service in that grade based upon the employee's demonstrated performance on the job including but not limited to attaining and/or maintaining the required certifications, attendance, availability for overtime and/or written proficiency tests.

The definition of "Anniversary" and the implementation of steps are found in Appendix C – Glossary.

With the implementation of Emergency Medical Dispatching, the 9-1-1 Telecommunicators received an additional 3% increase. The 3% was added into base pay as a one-time increase. Once implemented, the EMD function will be considered a core function. All certifications must be maintained in order to receive the additional 3%. New employees (part-time and full-time) must obtain certifications before the end of their probationary period. The 3% EMD pay will be withheld until the new employee received the appropriate certification.

Employees designated by the 9-1-1 Director as EMD Coordinator/Instructors shall receive a \$400 annual stipend. The position (and number of employees in the position) exists at the discretion of the 9-1-1 Director. Employees designated by the 9-1-1 Director as Field Training Officers (FTO's) will receive an hourly increase of \$1.50 per hour for each full hour the CTO is engaged in training a new hire or has a new-hire trainee assigned to them. For calendar year 2012, that stipend will be paid as described under the previous collective bargaining agreement. The new \$1.50 per hour CTO increase will begin January 1, 2013.

Supervisor Level I shall include supervisory responsibilities. Advancement from Telecommunicator shall be at the discretion of the Employer. Criteria to be considered by the Employer in determining advancement from Telecommunicator shall include, but not be limited to, performance evaluation, demonstration of supervisory skills and ability, training, experience as an emergency Telecommunicator, and length of service.

A Telecommunicator failing to report for duty at the start of his or her shift, or leaving duty prior to the end of his or her shift (which may only be done with the consent of the 9-1-1 Director or his or her designee), shall be paid only for the time actually on duty. Any reduction of pay provided herein shall not preclude appropriate disciplinary

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action.

### **Section 2      Acting Pay**

- a. When a telecommunicator has earned Acting Supervisor credentials, he or she may replace a TC3 or TC4 supervisor if a vacancy exists and no other TC3 or TC4s are available to fill the vacant position. It is understood that when an Acting Supervisor replaces a Shift Supervisor for any reason, the Acting Supervisor will earn TC3 level pay for the duration of the shift in which he or she is in charge of that shift. If a senior TC3 or TC4 assumes a position on the shift at any time, that Acting Supervisor is no longer in charge and will resume the duties, responsibilities, and pay level to that person when not serving as Acting Supervisor.
- b. Acting Supervisors who assume a temporary assignment as a shift supervisor in the absence of a TC3 or TC4 for more than two weeks shall earn Acting Supervisor pay for the duration of that reassignment regardless of whether or not the Acting Supervisor is the senior supervisor on shift.

**Section 3      Lateral Entry** After the six-month probationary period, the new employee may start at a step higher than the entry step if the new employee has prior police or fire dispatching in a similar size agency with similar call volumes as the Lewiston/Auburn 9-1-1 Communications Center. A new employee with an equivalent of 2 years prior experience may start at the TC 2 step. A new employee with 3 years of prior experience may start at the TC 3 step. The 9-1-1 Manager's decision regarding lateral entry step for a new employee shall be final and not be a subject of a grievance. The 9-1-1 Director will consult with the new employee's Communications Training Officer and supervisor when making the determination for lateral step.

Lateral entry step is for pay purposes only. Lateral entry step will not be a factor in determining seniority for picking assignments or vacations. The actual date of hire will determine seniority status.

## **ARTICLE V HOURS OF WORK AND OVERTIME**

**Section 1      Hours of Work:** Employees covered by this Agreement shall work the minimum average of 37.33 hours per week. The work cycle shall consist of four (4) consecutive days of work and two (2) consecutive days off.

The modified lobster shift cycle shall consist of ten (10) hour shifts on Wednesday, Thursday, Friday, and Saturday.

The Employer reserves the right to institute other shifts to meet specific operational needs beyond the normal work shift. In such cases, the Employer shall meet with the Union at such time as is practical to determine an equitable manner in which



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shifts are implemented. Until the Employer has an opportunity to meet and discuss implementation of other shifts with the Union, the Employer shall institute any shifts it deems appropriate.

Management and the Union will discuss and explore, through the Labor/Management Team, options and solutions to staffing and scheduling challenges and needs. If an agreeable change is found, both parties agree to a test phase of that change without the need to reopen the CBA.

### **A. Hours**

Telecommunicators will be assigned an eight-hour uninterrupted (continuous) work shift.

The day shift will begin at 6:30 a.m. and end at 2:30 p.m.

The night shift will begin at 2:30 p.m. and end at 10:30 p.m.

The morning shift will begin at 10:30 p.m. and end at 6:30 a.m.

The power shift will begin at 9:00 am and end at 5:00 pm.

The lobster shift will begin at 5:00 pm and end at 1:00 am.

The modified Lobster Shift will begin at 1600 hours and end at 0200 hours.

Shift reliefs need to be on duty by the start of their shifts (0630, 0900, 1430, 1700 and 2230), or the Telecommunicator will be considered late for work. Exceptions will be made for part-time Telecommunicators coming from their primary jobs to the 9-1-1 Center and who have made prior arrangements with the Supervisor on duty.

### **B. Rest Periods and Lunch Hours**

The Telecommunicator may leave the workstation for rest breaks and lunch only with permission of the supervisor and only if his/her workstation is monitored by another qualified Telecommunicator. The Telecommunicator shall be "on the clock" during the lunch period and may not leave the 9-1-1 Center property unless he/she receives permission from the shift supervisor. Rest breaks and lunch periods will not be used for personal errands and other personal errands, but the Telecommunicator may with specific permission of the shift supervisor, leave the 9-1-1 property for the purposes of picking up lunch for the Telecommunicators.

### **C. Shift Selection**

Shift selection will be determined on a seniority basis. The Employer shall determine the number of positions necessary to staff each shift.

A seniority list will be submitted by the Union and approved by the Employer, and shall be the governing document in all shift selections. However, the Employer reserves the right to assign personnel outside the shift selection preferences when personnel on a preferred shift cannot provide adequate services or otherwise deemed to be in the best interest of the public safety departments.

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Every November, the Employer shall request shift bids from all full-time Telecommunicators. Six separate choices shall be submitted by each employee by the deadline established by the Employer. Failure to submit a request form will result in the employee forfeiting his/her seniority for the initial selection period. The Employer shall make shift assignments based, as much as reasonably possible, on the individual's requests. The effective date for all new shift assignments shall begin with the second pay period of the calendar year. There will be no reassignment of shifts during the year, however if two employees request reassignment of shifts for the balance of the calendar year, they may do so with the approval of the 9-1-1 Director. The requests for reassignments must be submitted in writing to the 9-1-1 Director.

The 9-1-1 Director may also approve a temporary (up to a maximum of three consecutive months) exchange of shifts to accommodate an employee's short-term hardship situation. The exchange of shifts must be submitted and approved in writing and both employees must voluntarily agree to the exchange of shifts before it is approved. In the case of an exchange of shifts, all shifts occurring within the specified timeframe will be exchanged. One exchange of shift per employee per calendar year shall be permitted.

When a vacancy occurs, the Employer may assign a replacement for the remainder of the calendar year by using the shift bids currently in place.

### **D. Amending**

The normal work schedule will remain in effect until both the Employer and the Union mutually agree to any changes.

**Section 2 Overtime:** Overtime will be paid at time and one-half (1½) for all hours actually worked beyond the normally scheduled shift or all hours over their normally scheduled work week, without duplication, and all work performed on holidays (in addition to payment of holiday pay pursuant to Article VIII).

On those weeks that a Telecommunicator is absent either for sick leave or vacation for a portion or a workweek, overtime shall still be recognized, and those vacation and sick leave hours shall be counted as hours worked for overtime purposes. Time off taken as compensatory time will not count as hours worked for overtime purposes. If, on the other hand, a Telecommunicator is absent either on sick leave or vacation for a full payroll week, then the Telecommunicator shall not receive overtime for those hours not worked over forty (40) that s/he was otherwise scheduled to work.

Telecommunicators are not eligible for overtime for the eight (8) hours immediately preceding and immediately following the vacation shift taken off.

The 9-1-1 Center is a 24-hour per day, seven day per week public safety facility. The facility must be staffed at an adequate level as determined by the 9-1-1 Director and

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all Telecommunicators are required to fill shift vacancies. The 9-1-1 Director through the Labor/Management Process will determine a minimum number of hours necessary for a part-time employee to work in order to keep his/her skills up to date.

When a Telecommunicator signs up for an overtime shift and subsequently gives the overtime shift to another Telecommunicator who is then unable to work it, it is the responsibility of the substituting Telecommunicator to find a replacement. The 9-1-1 Director or his designee will develop a form to track who initially accepts the overtime shift and who substitutes for that Telecommunicator.

### **Section 3**      **Overtime Replacement Policy**

A complete description of the Overtime Replacement Policy is included in the Replacement Overtime Standard Operating Procedure. Management agrees to consult with the bargaining unit before changing the Overtime Replacement SOP.

**Section 4**      **Compensatory Time** Telecommunicators may elect, at their option, to accrue compensatory time at the rate of one and one half (1 ½) hours for each hour of overtime worked.

Telecommunicators may accumulate up to one hundred (100) hours of compensatory time per contract year.

Any request for compensatory time must be made to the 9-1-1 Director or his designee within seventy-two (72) hours of the time off.

Compensatory time shall be granted at such time and in such time blocks as are mutually agreed upon between the involved employee and the 9-1-1 Director or his designee. Permission to utilize compensatory time off shall not be unreasonably denied by the 9-1-1 Director or his designee if operating requirements will not be adversely affected and if a qualified replacement may be found to cover the comp time shift. If a Telecommunicator submits a request for comp time which is denied, that same Telecommunicator will be prohibited from then submitting a request for vacation.

Telecommunicators shall use up all accrued compensatory time before the end of the fiscal year.

Any unused compensatory time shall be paid in the last pay period of the fiscal year at the Telecommunicator's existing straight time rate.

## **ARTICLE VI VACATIONS**

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**Section 1. Vacation Accrual:** Vacation accruals shall be as follows: Each Telecommunicator shall be entitled to eight (8) duty hours per month of vacation leave with full pay each year. Telecommunicators having worked for the Employer for a period of not less than five (5) years and not more than fourteen (14) years shall be entitled to twelve (12) duty hours per month of vacation leave with full pay each year. At fifteen (15) years, a Telecommunicator shall be entitled to fourteen (14) duty hours per month of vacation leave with full pay each year.

Vacation leave shall be accrued on a monthly basis and will be credited to the Telecommunicator as per the above schedule at the end of each month. The month in which employment begins or ends will be counted as a month of service if employment begins before the 16th or ends after the 15th day of the month. During the first six months of service with 9-1-1, the employee will accrue, but not be entitled to use vacation time. Any absence from duty for which sick leave is paid shall not constitute a break in the service record for the accumulation of vacation leave. Unused vacation days may accrue from one year to the next but at no time shall exceed a total accumulation of 240 hours. Accumulated vacation leave, subject to the maximum allowed, shall be paid to a Telecommunicator upon separation after six months employment or upon death, with no minimum employment, to his or her beneficiary. The payment shall be made in one lump sum.

Scheduling and/or approval of vacation leave shall be the responsibility of the 9-1-1 Director or his/her designee, who shall ensure that vacations do not significantly interfere with the work, efficiency and staffing of the 9-1-1- Center. Actual hours of vacation leave used shall be charged against the Telecommunicator for each workday or part thereof that he/she is absent from work. Provisions shall be made, however, so that no Telecommunicator forfeits any vacation leave. Vacation utilization shall not exceed the balance available to the employee by more than one shift. With the permission of the 9-1-1 Director, a Telecommunicator may be allowed to "borrow" one shift in advance, but at no time may the Telecommunicator "owe" more than one shift. If the employee terminated his/her employment with a vacation day owed to 9-1-1, the value of that day will be deducted from the employee's final pay.

A vacation block is considered to be the two days prior to and subsequent to the four consecutive regular scheduled shifts. The Telecommunicator is considered unavailable for overtime shifts while on vacation and shall be so noted on the overtime replacement block grids.

A request for vacations shall be submitted in writing to a Telecommunicator's Supervisor. The 9-1-1 Director or his/her designee shall approve or deny the request in writing within three working days. Unless specifically approved by the 9-1-1 Director only one Telecommunicator may be on vacation on any one shift. The approval of the second vacation request will be at the discretion of the 9-1-1 Director taking into consideration such factors as experience of the Telecommunicators who are filling the vacancies. Approval is also contingent upon securing replacement coverage in advance of

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the requested vacation date. Vacation requests for the second Telecommunicator on a shift may be approved for single days only (as opposed to a vacation block).

Minimum time off for vacations shall be four hours; all four-hour requests for vacation will be subject to replacement. Single vacation days will be allowed for Thanksgiving, Christmas and New Year's Day based on first come-first served basis, seniority and subject to replacement.

For purposes of vacation selection including blocks and single days, the power shift will be considered part of the day shift. And the lobster shift will be considered part of the evening shift.

**Section 2. Vacation Selection Procedures:** Procedures for choosing vacations will be as follows:

Vacation selections will be made during the first week of December for the upcoming calendar year (January 1st through December 31st). The vacation selections will be done according to seniority. The Telecommunicator with the most seniority is eligible for the first choice of vacation blocks. On the first selection, he/she may choose one or two vacation blocks. The next senior Telecommunicator shall then select up to two vacation blocks, and so on down the list of full-time Telecommunicators.

If the Telecommunicator selects two vacation blocks on the first rotation, he/she will not be permitted to select his/her third vacation block (if eligible for more than two weeks vacation) until all full-time Telecommunicators have been through the selection rotation twice.

If the Telecommunicator chooses less than a full block (three work shifts or less) during one of the vacation selection rotations, he/she waives the right to select a full vacation block on that selection rotation. If the Telecommunicator does not select vacation blocks on one or more vacation selection rotations, he/she forfeits the vacation selection for that rotation.

All Telecommunicators shall be allowed to select up to a total of three blocks in three vacation selection rotations. Any Telecommunicators having more vacation days available may select single days or vacation blocks on a first come, first serve basis after the initial selection process in December.

## ARTICLE VII SICK LEAVE

**Section 1-- Sick Leave Accrual:** It is the expectation of the Union and 9-1-1 that Telecommunicators be available for duty. However it is recognized from time to time, a

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Telecommunicator will be absent due to illness. Each Telecommunicator covered by this Agreement shall be entitled to paid sick leave earned at the rate of eight (8) hours for each calendar month of service. Sick leave will be accrued on a monthly basis and at the end of the month. The month in which employment begins or ends will be counted as a month of service if employment begins before the 16th of the month or ends after the 15th of the month. An employee must be compensated for ten (10) days (excluding all overtime and sick pay) in order to accrue eight (8) hours in any one month. Sick leave will continue to accrue while a Telecommunicator is on sick leave unless all paid leave has been exhausted. Unused leave may be accrued to a maximum of 960 hours.

**Section 2 – Sick Leave Usage:** Illness for which sick leave may be granted shall be actual illness or incapacity or bodily injury or disease not covered by Workers' Compensation Benefits provided under Article XV of this contract. Sick leave also may be granted if the 9-1-1 Director or his designee, in his or her reasonable discretion, determines that the Telecommunicator's presence is required to care for a spouse, child, parent or other member of the Telecommunicator's household in an illness or emergency. Enforcement of this provision shall not be inconsistent with the State Family/ Medical Leave Act.

Actual hours of sick leave shall be charged against a Telecommunicator for each shift or part thereof that s/he is absent from duty. The Telecommunicator shall not borrow sick leave. When an employee's accrued sick leave has been exhausted, the employer may, at its sole discretion, allow the employee to use vacation time in lieu of loss of pay.

An employee shall call in-person each and everyday he/she is unable to return to work. This shall be done at least two (2) hours prior to the start of his/her shift, unless unusual circumstances prevent it. Every effort shall be made to provide enough notice as possible to assist in the hiring efforts. An exception to this rule will be in the case of extended sick leave with verification of a physician, the employee does not have to call in sick every day.

### **Section 3 -- Sick Leave Policy**

**[Note: The below language is retained in the contract until the deadline set on page 13. As of that deadline, all lined-out text in this section will no longer be in effect and will be considered removed from the contract.]**

~~In order to establish a uniform method for authenticating sick leave use as allowed by the collective bargaining agreement, the following policy is now in effect concerning sick leave authentication:~~

~~Automatic benchmarks will be used for sick leave authentication in the following circumstances but may not be limited to:~~

- ~~• Sick leave the shift before or after a vacation, floating holiday, shift of overtime, swap, or any other scheduled day off.~~

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- ~~• Sick leave on shifts for which leave has been previously requested, but denied.~~
- ~~• Sick leave that corresponds with an undesirable work assignment.~~
- ~~• Sick leave of six (6) shifts in a rolling Twelve (12) month period. Multiple continuous absences for the same illness will be counted as one incident. Pre-approved surgeries, scheduled doctor's appointments, and sick leave use required to care for spouse, child or parent, or other member of the Telecommunicator's household will count toward sick leave usage on sick leave authentication. If a parent is notified by their child's school of the child's illness and the parent needs to pick up and/or care for the child, this will count as an incident toward sick leave authentication. In this incident, the Telecommunicator will not be required to bring in a note for sick leave authentication.~~

~~The Director or his designee will privately notify any Telecommunicator who has reached the sixth shift occurrence. The names of those Telecommunicators that have reached this level will also be put on an "authentication list", which will be provided to the shift supervisors. In this case the Telecommunicator will be required to authenticate his/her sick leave each subsequent shift the Telecommunicator is on sick leave until such time the Director or his/her designee feels that the sick leave has been substantially reduced.~~

~~The Director or his designee will continue to meet once a month with the union president to discuss sick leave as a whole and explore any other patterns that may develop.~~

~~—— Process: When a Telecommunicator calls in for himself/herself or a family member, and fits any of the above benchmarks, he/she will be informed by the Director or supervisor that sick leave authentication is needed for the employee or that he/she is required to care for a family member.~~

~~—— Authentication must take place within 24 hours of the Telecommunicator's call onto the sick list. This should take place at the doctor's office of the telecommunicator's choice, if possible. If this is not possible, then authentication will be obtained from an emergency department. The doctor's charge for authentication shall be paid by Lewiston/Auburn 9-1-1. Pending receipt of such authentication, the Lewiston/Auburn 9-1-1 may withhold further sick leave payments. Refusal to obtain sick leave authentication equates to insubordination and will result in discipline to be decided by the Director and may include loss of rank. This policy does not relinquish the responsibility for Return to Work Certification as outlined in Article 7.~~

~~—— Telecommunicators on the sick leave authentication list will not be eligible for sick leave incentive pay.~~

~~—— Steps for authentication:~~

- ~~1. Telecommunicator calls the on-duty supervisor to be put on the sick list.~~

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- ~~2. Telecommunicator calling in sick provides the on-duty supervisor with name, phone number and fax number of doctor who will be authenticating sick leave usage.~~
- ~~3. The on-duty supervisor fills out a Report of Absence Slip, adding the above information.~~
- ~~4. The on-duty supervisor immediately faxes the attached form, with appropriate information on it, to the doctor's location indicated in #3 above and follows up with a phone call to confirm receipt and answer any questions the doctor's office may have about the form. If the Telecommunicator calls up to go on the sick list at night, weekend or a holiday, the supervisor will follow up the next business day.~~
- ~~5. The doctor faxes the completed form back to the Lewiston/Auburn 9-1-1 administration office.~~
- ~~6. The Director or his designee will review the authentication form. If the doctor indicates that sick leave is appropriate, no further action will be needed.~~
- ~~7. If the doctor indicates that sick leave is not appropriate, then the Telecommunicator will be removed from the sick list immediately and informed that he/she must report for duty.~~
- ~~8. Open-ended notes that involve medical conditions that effect the job will be reviewed every six months. The employee will provide a doctor's statement noting any changes in medical status.~~

~~Inappropriate use of sick leave:~~

### ~~Discipline~~

~~First Offense: Any hours spent on the sick list during the authentication process will be charged to the Telecommunicator's sick leave bank. Lewiston/Auburn 9-1-1 will not compensate the Telecommunicator for those hours.~~

~~Second Offense: Penalties indicated under the first offense, plus one or two day suspension without pay and possible loss of rank if applicable.~~

~~Third Offense: May result in termination at the discretion of the Director.~~

~~It is understood that there can be extenuating circumstances surrounding use of sick leave that may fit the benchmark but is unavoidable or necessary. Those situations will be evaluated by the Director or his designee on an individual basis and dealt with as deemed necessary by the Director or his designee.~~

The Director reserves the right to create and enforce an attendance policy that will determine acceptable sick leave use, including but not limited to the requirement that employees produce a doctor's note on the third consecutive day of absence due to illness, use of the Family Medical Leave Act policies in accordance with Maine Department of



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Labor standards and progressive forms of discipline for employees who are unable to comply with the attendance policy. Management and the Union will work on an attendance and sick time abuse policy within the Labor/Management Team. If no new work product is mutually created then the existing language survives but only until December 31, 2013. Thereafter, Management shall have sole discretion in deciding the terms of the new policy, within allowable parameters, after a collaboratative effort is made with the unit as proposed by the Center.

A Telecommunicator on sick leave must utilize accumulated sick leave for every duty day absent until he or she returns to work or the sick leave is exhausted. Once a Telecommunicator has exhausted all continuous earned accrued leave benefits, then the Employer's obligation shall be to continue insurance coverage of the Telecommunicator up to and including 61 days from the date all such leave benefits have been exhausted. If the Telecommunicator still has not returned to work at the end of those 61 days, he/she shall have the option of continuing his/her present insurance coverage at the employee's expense, if permitted by the insurance carrier, or having his/her insurance coverage discontinued until such time as s/he is able to return to work.

**Section 4 – Sick Leave Cash-out at Retirement:** One-half of accumulated sick leave to a maximum of 480 hours shall be paid to a Telecommunicator upon separation after ten years of service or upon death or separation due to disability.

**Section 5 – Return to Work Following Extended Leave:** When a Telecommunicator wishes to return to work after an extended sick leave (which shall be considered to be one or more calendar weeks), the 9-1-1 Director may require that the absent Telecommunicator obtain a physician's statement, at his/her own cost, indicating that he/she is physically capable of returning to normal duty. Criteria for requiring a physician's statement for return to work shall be set forth in a separate policy agreed to by the parties.

**Section 6 – Sick Leave Incentive:** As an incentive to conserve sick leave, the Employer agrees to reimburse Telecommunicators in an amount equivalent to eight (8) hours of their regular straight time wages for each 3 (three) month period in which no sick leave is used. Telecommunicators who have accumulated a full 960 hours of sick leave will be reimbursed in an amount equivalent to sixteen (16) hours pay for each four-month period in which no sick leave is used. Employees meeting this criteria may submit their written request to the 9-1-1 Director for said reimbursement no later than thirty (30) days after becoming eligible. Absence of such written request shall disallow the employee from receiving the incentive for any given 3-month period.

### ARTICLE VIII HOLIDAYS

**Section 1. Holidays Recognized and Observed.** In addition to their regular

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weekly salary, all Telecommunicators shall be paid within the pay period observed eight hours straight time wages for the following holidays:

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

In addition, Telecommunicators working on any of the above holidays shall be paid at a rate of time and one-half. For all purposes under this Agreement, holidays listed above shall each be deemed to be a 24-hour period beginning on the eve of the holiday at 10:30 p.m. and ending at the end of the night shift on the holiday; except Christmas Day and New Year's Day whose 24-hour period will begin at 2:30 p.m. on the night shift on Christmas Eve and New Year's Eve and ending at the end of the day shift on Christmas Day and New Year's Day.

**Section 2.** Each Telecommunicator with six months of service with 9-1-1 shall be entitled to one floating holiday per year without loss of pay. Choice of date must be made by written notice to the 9-1-1 Director or his designee not less than seven (7) days before the day requested. The seven-day advance notice requirement may be waived by the 9-1-1 Director at his discretion.

**Section 3.** A Telecommunicator who works overtime on a holiday beyond his or her regularly scheduled work hours shall be paid at the rate of double time and one-half for actual overtime hours worked on the holiday beyond the Telecommunicator's regularly scheduled work hours, in addition to any benefit described in Section 1.

**Section 4.** Any Telecommunicator on sick leave on a holiday shall forfeit holiday pay as specified in Section 1 of this article and will only receive sick leave for the hours he/she was scheduled to work.

### ARTICLE IX INSURANCE

**Section 1 Health Insurance** The Employer will make available to all Telecommunicators health insurance under the Maine Municipal Association Health Trust Dual Option Comprehensive Plan or comparable program. The Employer shall pay the premiums for applicable insurance coverage, including the single subscriber, married

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couple, or family levels, in effect as of the effective date of this Agreement. Each employee participating in the health insurance plan offered by Lewiston/Auburn 9-1-1 will pay 15% of the total monthly premium regardless of whether the Telecommunicator is enrolled in the Comprehensive Plan or some other plan offered by the Employer. The 15% of monthly premiums is also applied regardless of whether the employee is a participant in the family plan, employee and spouse plan, single parent plan or the single plan. The cost share will be withheld weekly.

Any Telecommunicator who wishes may elect to waive health insurance provided by the Employer, in which case he/she will receive an incentive payment equivalent to four (4) months of the employer's premium cost for each twelve (12) months coverage is waived. The annual waiver payment will be based upon the subscriber level for which the employee is eligible. For all employees hired after the signing of this contract, the waiver payments will be made in twelve (12) monthly payments.

If a Telecommunicator wishes to terminate his/her waiver, he/she may do so subject to the approval of the insurance carrier and repayment of the unearned portion of the incentive payment, if any, prorated on a monthly basis. A Telecommunicator wishing to elect to waive or to re-enter the health insurance shall do so by written notice to the 9-1-1 Director. Discontinuance or reactivation of coverage will be effective the first day of the next month beginning thirty (30) days after notice. The employee is not eligible to receive the payment for waiving health insurance with 9-1-1 until after six months of employment. The payment for waiving health insurance is a 12-month prospective payment. If the employee terminates his/her employment, the pro-rated balance of the annual payment will be deducted from the employee's final payment.

### **Section 2 Cafeteria Benefit Plan**

During the first year of the contract, the employer will establish a Cafeteria Benefit Plan which will include a Medical Reimbursement Account and a Dependent Care Account. The employer will contribute \$400 per employee each fiscal year to the Medical Spending Account. The employee may make voluntary contributions to the Medical Reimbursement Account up to a maximum (including the employer contribution) of \$2,000. The employee may make voluntary contributions to the Dependent Care Account up to a maximum of \$5,000. The employer and the employee must follow all IRS regulations applicable to the Cafeteria Benefit Plan.

Employees not electing to use the Medical Reimbursement Account or the Dependent Care Account shall be allowed to direct the \$400 employer contribution into the ICMA 457 Deferred Compensation Plan.

Effective 7/1/12, the employer will contribute \$700 each fiscal year to the medical reimbursement account. The maximum contributions from employee and employer will not exceed \$2,000 per year. The parties agree to implement this change to the Medical

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Reimbursement Account regardless of the status of the negotiations for a successor agreement effective 7/1/12.

### ARTICLE X LEAVE OF ABSENCE

**Section 1. Funeral Leave:** Any Telecommunicator who suffers the loss of a spouse, child, stepchild, father, mother, stepfather, stepmother, father-in-law or mother-in-law will be allowed up to five calendar days off from the time of death to the funeral without loss of pay. Any Telecommunicator who suffers the loss of a brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, stepbrother, or stepsister will be allowed time off with pay from time of death to the funeral, not to exceed three calendar days. Requests for additional time for bereavement leave (absence from duty without loss of pay to attend a funeral or interment) may be considered by the 9-1-1 Director on a case-by-case basis, and may be granted by the 9-1-1 Director at his/her sole discretion.

A Telecommunicator may request that sick leave be used for the purpose of attending the funeral of an individual other than the individuals listed above. Such requests must be made prior to the day of the funeral, and may be granted at the sole discretion of the 9-1-1 Director on a case-by-case basis.

**Section 2. Jury Duty Leave:** A leave of absence with pay, only if on duty, shall be granted to a Telecommunicator for jury duty. The Employer will pay the difference between the juror's pay and the Telecommunicator's regular rate of pay. A Telecommunicator required to report for jury duty but then not detained by the Court shall immediately return to his regular place of employment with the Employer.

**Section 3. Court Appearances:** If the Telecommunicator is subpoenaed to court while off-duty as a result of his/her capacity as a 9-1-1 employee, the Telecommunicator will be paid a minimum of two hours at time and a half the regular hourly rate of pay. If the Telecommunicator works longer than two hours, he/she will be paid for their actual hours in court at one and a half times the regular hourly rate of pay. If the court appearance occurs at the end of the Telecommunicator's shift or within two hours of the beginning of the regular shift, the additional hours will be considered an extension of the regular workday and will be paid at one and a half times the regular rate of pay.

### ARTICLE XI EXCHANGE OF SHIFTS AND TRANSFERS

**Section 1. Exchange of Shifts** Telecommunicators shall be permitted to swap or trade work shifts and off duty shifts provided the following:

1. Such swaps will not be made for the purpose of engaging in gainful employment;
2. Such swaps will not be made for the purposes of permanently exchanging shifts;

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3. There will be a limit of 32 hours of swaps per month. The 9-1-1 Director may waive the 32 hour swap limit for one time extenuating circumstances.
4. The replacements are qualified to perform the duties of the Telecommunicator he/she is replacing. Telecommunicators who are in training status will not be permitted to exchange shifts;
5. The swap is repaid within 90 days of the exchange;
6. Swaps will not be approved if it will result in the Telecommunicator working in excess of sixteen (16) straight hours.

Any employee who accepts a trade shift with another employee is responsible to find a qualified (or properly trained) replacement in the event that he/she becomes unavailable to work the trade. In the event that the person who accepted the trade cannot fulfill the replacement obligation due to emergency (i.e. death or accident in immediate family or grave illness), and this occurs less than 2 hours prior to the shift, management shall assume the responsibility of finding a replacement, but the employee who cannot fill the trade is responsible to repay the 9-1-1 Center the cost of said premium replacement, excluding straight time pay. Such costs shall be deducted from the Telecommunicator's (who originally accepted the trade shift) wages, or if terminating employment, from any termination pay. Replacement cost shall be deducted from future earnings, at the discretion of the 9-1-1 Director. In the event it is a part-time Telecommunicator that is unable to work the trade, the replacement cost will be deducted from future earnings, also at the discretion of the 9-1-1 Director. In all cases where earnings must be paid back, it shall be done from a deduction standpoint and not from a reduction in hours worked.

The 9-1-1 Director or his/her designee will approve all swaps. Requests for swaps will be made in writing and submitted to the 9-1-1 Director 72 hours prior to the shift to be exchanged. The Telecommunicators who agree to swap shifts will sign an agreement certifying that they understand the conditions of swapping shifts.

**Section 2. Transfers** Transfers shall be made when necessary to accommodate the staffing and functional needs of the Employer. The Employer shall attempt to provide 30 days notice of transfers, except that when it is necessary for the Employer to implement a transfer in less than 30 days, the Employer shall provide such notice as is practicable.

A Telecommunicator's choice of vacation shall not be affected if further transfers are made after vacations have been chosen.

## ARTICLE XII RECALL TO WORK

**Section 1. Off Duty Shifts** In the event of a recall to duty from an off duty status, a Telecommunicator shall receive a minimum of two hours of pay at time and one-half. A Telecommunicator must arrive more than two hours prior to the time s/he is

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scheduled to report for duty in order to be eligible for such minimum pay. A Telecommunicator who is recalled to duty from an off-duty status for an emergency incident shall be paid beginning from the time of the call to the Telecommunicator's residence. For purposes of this section, an emergency is defined as a multi-alarm fire, natural disaster, multi-car accident, or some other event requiring additional Telecommunicators to handle the emergency.

**Section 2. Emergency Hiring** In the event of an emergency as determined by the 9-1-1 Director or his/her designee and when it is critical to the operation of the 9-1-1 Center that Telecommunicators report for duty immediately, the overtime hiring policy may be temporarily suspended. Once the critical need for staffing has been met, the supervisor must immediately return to the Overtime Hiring Policy for any further overtime hiring.

### ARTICLE XIII GRIEVANCE PROCEDURE

#### **Section 1. Complaints From the Public**

Any complaints from the public should be in writing and submitted to the 9-1-1 Director. The 9-1-1 Director will conduct a preliminary review of the matter. A copy will be made available to the Telecommunicator if there is a likelihood that disciplinary action will be taken. At the request of the employee, the union steward will also be notified.

**Section 2. Establishment of Grievance Procedure** Any dispute between the Union (on its own behalf or that of one or more of its members) and the Employer regarding the interpretation, application, terms, or performance of this Agreement shall be settled as provided in the following sections.

#### **Section 3. Grievance Procedure**

**Step 1** Any aggrieved Telecommunicator shall submit his/her grievance to the Union

**Step 2** The Union may submit a grievance on its own behalf, or that of one or more of its members. Any such grievance will be submitted by delivery in writing to the Shift Supervisor. A grievance on behalf of less than all members of the Union shall be filed within twenty-five (25) calendar days after the aggrieved Telecommunicator(s) know or should have known of the facts giving rise to the grievance. A grievance on behalf of the Union itself, or of all of its members, shall be filed within twenty-five (25) days after one or more of the elected Union Officers knew, or should have known of the

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facts giving rise to the grievance. Any grievance not filed within the twenty-five (25) day time limit shall not be considered timely and shall be deemed waived. The Shift Supervisor shall issue a written response to the Union within ten (10) days of receipt of a grievance; failure to respond shall be deemed a denial of the grievance and the grievance will be considered to have been automatically filed at the next step of the grievance procedure.

**Step 3** If unsatisfied with the Shift Supervisor's action, the Union may appeal in writing to the 9-1-1 Director within ten (10) days after receipt of the Shift Supervisor's decision. At this hearing, the Union may present witnesses and evidence in support of their position. The 9-1-1 Director shall forthwith consider the appeal, witnesses, and evidence and shall notify the Union of its decision within ten (10) days after such hearing.

**Step 4** If unsatisfied with the decision of the 9-1-1 Director the Union may submit the grievance to the Auburn City Manager or his/her designee within ten (10) days. The City Manager or designee shall meet with the Union President or Grievance Committee, with or without the aggrieved employee within fourteen (14) days and shall make every reasonable effort to settle the grievance. The City Manager or designee shall render a decision in writing within ten (10) working days and shall state all the reasons in the decision. Failure to include all the reasons shall not prevent the use of such reasons in the next step of the grievance procedure.

**Step 5** If unsatisfied with the decision of the Auburn City Manager, the Union may submit the grievance to binding arbitration by giving written notice of its intention to do so within ten (10) days after receipt of the City Manager's decision. Within fifteen (15) days of the delivery of written notice of intent to arbitrate, the Employer and the Union shall jointly select one impartial arbitrator. If the parties are unable to agree on the selection of an arbitrator within that period, arbitration shall proceed in accordance with the rules of the American Arbitration Association. The Arbitrator shall make his/her findings and award within thirty (30) days of the conclusion of the hearing, and shall render written findings and opinions on the issues presented, a copy of which shall be mailed to the designated representatives of each side. The Arbitrator's award shall be final and binding upon the parties. The Arbitrator's fee shall be borne equally by the parties.

The Arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement or impose on either party hereto a limitation or obligation not explicitly provided for in this Agreement.

**Section 4. Extension of Time Limits:** The time limits set forth herein are intended to be strictly adhered to and jurisdictional in nature. The time limits set forth herein may only be extended by written agreement of the parties; requests for extension shall not unreasonably be withheld if made prior to the applicable time deadline. No Arbitrator or

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Court shall have the power to extend any of the time limits set forth herein or to overlook any informality in the processing of grievances.

**Section 5. Retroactivity:** The adjustment of a grievance or an arbitration award will not have a retroactive effect regarding back pay for a period extending in excess of forty-five (45) days prior to the initial presentation of the grievance under step 1.

### ARTICLE XIV PROBATIONARY EMPLOYMENT

**Section 1. New Employees** Following the completion of the training period, newly hired Telecommunicators shall serve a one-year probationary employment period. The Employer, with the consent of the Union, may extend the probationary employment period.

**Section 2. Promoted Employees** All Telecommunicators that are promoted shall serve on a probationary basis for the first six (6) months. During such period, an employee not satisfactorily completing his/her probationary period shall be returned to the position he or she previously held.

### ARTICLE XV MANAGEMENT RIGHTS

Except as specifically provided in this Agreement, the Employer retains the exclusive right to manage its operations and determine all matters respecting employment including, but not limited to, the right to determine the methods and needs by which its operations are to be carried out, to assign and direct the work force, to adopt such rules, regulations and policies as it deems necessary for the operation of the 9-1-1 System and the conduct of its employees, and to make changes in existing practices and policies in all matters not specifically provided for in this Agreement.

### ARTICLE XVI RETIREMENT

Telecommunicators employed by the Employer may participate in the Maine State Retirement System, the Money Purchase Plan of the ICMA Retirement Corporation or other Employer-authorized deferred compensation plan. For Telecommunicators who participate in ICMA or other Employer-authorized deferred compensation plan, the Employer shall make a matching contribution not to exceed six (6%) percent of the Telecommunicator's wage.

### ARTICLE XVII OUTSIDE EMPLOYMENT



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A Telecommunicator's employment with the Employer shall be his or her primary employment. L/A 9-1-1 employees will not engage in outside employment which might hinder their impartial performance of their assigned duties as Telecommunicators. Telecommunicators who wish to work outside employment must advise the 9-1-1 Director prior to July 1 of each year and notify the Director of any changes to outside employment throughout the year.

Such outside employment may not be acceptable if any of the following conditions apply or develop:

1. Where it occurs that secondary employment has an adverse effect on the employee's sick leave record and work performance.
2. Where the nature or location of the employment compromises the effectiveness of the employee as an employee of L/A 9-1-1 or creates the appearance of impropriety on the part of the 9-1-1 employee.
3. Where secondary employment impairs the employee's ability to discharge the duties and responsibilities of his/her 9-1-1 job.
4. Where an employee is using his 9-1-1 position to influence his/her outside employment.

### **ARTICLE XVIII PART-TIME EMPLOYEES**

All provisions in this Agreement that refer to a "Telecommunicator" shall apply to full-time Telecommunicator, unless the provision by its terms expressly includes part-time Telecommunicators. Part-time Telecommunicators shall be paid in accordance with the attached wage schedule for part-time Telecommunicators according to grade level. Part-time Telecommunicators shall be paid time and one-half for work performed on the holidays listed in Article VIII (1) of this Agreement. Part-time Telecommunicators shall not be entitled to any other benefit described in this Agreement.

### **ARTICLE XIX DISCIPLINE AND DISCHARGE**

#### **Section 1. Disciplinary Action**

Disciplinary actions or measures shall include only the following:

Oral reprimand

Written reprimand

Suspension (notice to be given in writing)

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### Discharge (notice to be given in writing)

If a problem arises that discipline may or may not fit the situation, the Employer may elect to seek another type of counseling for the employee agreeable by both the employee and the Employer such as the Employee Assistance Program, or related agencies, or more training for the employee on a specific problem that the employee may be having. A contact sheet may be used for a non-disciplinary action.

A contact sheet will be automatically removed from the employee's personnel file after six months or after the employee's evaluation whichever is later. An employee having an oral reprimand shall have the right, upon submission of a written request to the Director, to have the reprimand removed from his/her personnel file and destroyed if no similar offense has occurred within one year. An employee shall have the right upon submission of a written request to the Director, to have removed and destroyed a written reprimand after two years providing that no similar offense has taken place. An employee may submit a written request to the Director for the removal of records of suspension from his/her personnel file on the following schedule:

- For suspensions of two days or less, the records of suspension may be removed after three years if there has been no other discipline of a similar nature.
- For suspensions of three days to thirty days, the records of suspension may be removed after five years if there has been no other discipline of a similar nature.

The decision of the 9-1-1 Director is final. Follow-up requests for purging the personnel file of records of discipline may be made one year after the first request.

Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand its employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

The above listing of disciplinary actions available shall not be deemed to imply that discipline must be imposed in the order listed. It is agreed that in some instances a discharge may be justified for the first infraction, and in other instances an oral reprimand or a written reprimand might follow a prior suspension.

**Section 2 Union Representation** Should an employee have reason to believe that a meeting with his Employer or designee may result in discipline and/or discharge, the employee may request and be allowed the presence of a Union Representative either prior to the meeting or at any time during the meeting.

**Section 3 Suspension and Discharge** The Employer shall not discharge or suspend any employee without just cause. Upon dismissal, the employer will provide a statement of the status of the Telecommunicators fringe benefits and retirement as well as cashout pay.

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Just cause shall include but not be limited to the following:

1. Repeated failure to follow work instructions;
2. Repeated neglect of duty;
3. Repeated failure to follow reasonable job standards and procedures established by 9-1-1;
4. Abuse of sick leave;
5. Theft or willful destruction of employer's property;
6. Failure to follow a lawful order;
7. Failure to maintain qualifications (including licenses and/or certificates) required for performance of 9-1-1 duties;
8. Absence from work without proper notification and/or authorization;
9. Conduct which poses a danger to the health and safety of other employees or citizens;
10. Willful falsification and/or intentional misrepresentation of employee's application for employment;
11. Carrying weapons onto the employer's property;
12. Willful falsification and/or intentional misrepresentation of 9-1-1 records.

The Union shall have the right to take up the discharge or suspension as a grievance at the third step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

Any employee found to be unjustly discharged or suspended shall be reinstated with compensation for some or all lost time and with restoration of some or all other rights and conditions of employment.

### **Section 4. Employee's Personnel File**

Supervisory notes and similar material will be destroyed after the evaluation session has been held and the feedback report is written. The exception being if the discipline is a subject of a grievance. Then these records will be part of the grievance file until the grievance process has been completely exhausted.

2. Official Personnel Files will be maintained in the Administrator's Office under lock and key. Personnel records will include original application, certificates, documentation of training, tax and payroll information, job descriptions, benefits records, vacation and sick leave records, FMLA requests, performance evaluations, workers compensation records, disciplinary letters and similar material etc.

Upon request, a Telecommunicator may have the right to inspect his/her official personnel file. The request for inspection shall be made at least 24 hours in advance. Inspection shall be done during normal business hours and in the presence of a member of the administrative staff (the 9-1-1 Director or his designee). The Telecommunicator shall have the right to make a duplicate copy for his/her own use. No record in the official personnel file shall be withheld from the Telecommunicator's inspection. A

## **Lewiston-Auburn 9-1-1 Committee**

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Telecommunicator does not have the right to remove any document from his/her personnel file without permission of the 9-1-1 Director.

3. In the event of discipline, the Telecommunicator will receive a copy of any written reprimands, suspensions, and discharges. A copy will also be filed in the Official Personnel File. The Telecommunicator may file a rebuttal within five days of the receipt of notice of discipline. This rebuttal will remain in the personnel file as long as the notice of discipline remains in the file.

### **ARTICLE XX ACTIVE AGREEMENT**

The union and the L/A 9-1-1 Committee agree by mutual consent to discuss, reopen or negotiate any matter or contract provision of interest to both parties during the term of this agreement. Any new or amended provision(s) is subject to ratification by both parties and cannot be unilaterally implemented unless mutually ratified. In particular, the parties agree to reopen and to make necessary amendments resulting from discussions and implementation of Labor/Management.

### **ARTICLE XXI LABOR/MANAGEMENT TEAM**

The Union, its members, and 9-1-1 agree to participate in the Labor Management Team. The purpose is to work together in identifying and implementing improvements to the operations of the 9-1-1 Communications Center and service to the citizens of Lewiston and Auburn.

## Lewiston-Auburn 9-1-1 Committee

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### ARTICLE XXIII DURATION OF AGREEMENT

**Section 1.** This Agreement shall continue in effect from July, 1, 2012 through June 30, 2015.

**Section 2.** This Agreement incorporates the entire understanding of the parties on all matters that were or could have been the subject of collective bargaining. During the term of this Agreement, neither party shall be required to bargain with respect to any such matter, whether or not within the knowledge or contemplation of either or both parties at the time they bargained for or executed this Agreement. Changes in this Agreement, whether by addition, waiver, deletion, amendment or modification, must be reduced to writing and executed by both the Employer and the Union to be effective.

The provisions hereof shall remain in effect after the termination date if the parties are engaged in collective bargaining, mediation, fact-finding, or interest arbitration pursuant to the Maine Public Employees Labor Relations Law, or legal action relating thereto.

**Section 3.** If any term or provision of this Agreement is, at any time during the life of the Agreement, adjudged by a court or an administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term of this Agreement.

The parties have hereby caused their names to be subscribed by their duly authorized representatives as of the 29th day of March 2013.

LEWISTON-AUBURN  
9-1-1 COMMITTEE

By: Paul M. LeClair  
Paul LeClair, Chairperson

By: Phyllis Gamache  
Phyllis Gamache  
Lewiston-Auburn 9-1-1 Director

MAINE ASSOCIATION OF  
POLICE/ L-A 9-1-1  
EMPLOYEES

By: Daniel Felkel 3/16/13  
Daniel Felkel, Attorney, MAP

By: Randy McCown  
Randy McCown, MAP/ 9-1-1 President

SIGNED, SEALED AND DELIVERED By: Randy McCown  
IN THE PRESENCE OF WITNESS

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### APPENDIX A

#### Full Time Telecommunicator Wage Scale

January 1, 2013 – 5% Adjustment

July 1, 2013 through June 30, 2014 – 2% Adjustment

July 1, 2014 through June 30, 2015 – 2.5% Wage Adjustment

#### January 1, 2013 wage rates:

Entry	Training Bonus*	1st Anniv	2 <sup>nd</sup> Anniv	4 <sup>th</sup> Anniv	7 <sup>th</sup> Anniv	10 <sup>th</sup> Anniv	15 <sup>th</sup> Anniv
\$14.70	\$15.36	\$15.53	\$16.53	\$18.23	\$18.87	\$19.91	\$20.72
TC3	Start thru year 4	5 <sup>th</sup> Anniv thru year 9	10 <sup>th</sup> Anniv				
	\$21.52	\$21.73	\$21.84				

\*The new employee must receive the EMD certification during the training process.

#### July 1, 2013 wage rates:

Entry	Training Bonus*	1st Anniv	2 <sup>nd</sup> Anniv	4 <sup>th</sup> Anniv	7 <sup>th</sup> Anniv	10 <sup>th</sup> Anniv	15 <sup>th</sup> Anniv
\$15.01	\$15.67	\$15.84	\$16.86	\$18.60	\$19.25	\$20.31	\$21.14
TC3	Start thru year 4	5 <sup>th</sup> Anniv thru year 9	10 <sup>th</sup> Anniv				
	\$21.95	\$22.16	\$22.28				

\*The new employee must receive the EMD certification during the training process.

#### July 1, 2014 wage rates:

Entry	Training Bonus*	1st Anniv	2 <sup>nd</sup> Anniv	4 <sup>th</sup> Anniv	7 <sup>th</sup> Anniv	10 <sup>th</sup> Anniv	15 <sup>th</sup> Anniv
\$15.44	\$15.98	\$16.24	\$17.28	\$19.07	\$19.73	\$20.82	\$21.67
TC3	Start thru year 4	5 <sup>th</sup> Anniv thru year 9	10 <sup>th</sup> Anniv				
	\$22.61	\$22.82	\$22.95				

\*The new employee must receive the EMD certification during the training process.

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Except as specified in Article IV Wages Section 3 Lateral Entry, the TC must fulfill all requirements of the new step, meet the years of service and must satisfactorily complete performance evaluations before advancing from one step to the next. A definition of "Anniversary" and the implementation of steps are found in Appendix C – Glossary.

\*New trainee Telecommunicators successfully completing their training program will receive a pay adjustment in the amount of 3% over entry pay. On the first anniversary date of hire, they will advance to Year 1 of the pay scale. The new trainee pay adjustment does not apply to lateral entry employees.

### Appendix B

#### Part-Time Telecommunicator's Wage Schedule

PT-1	PT-2
\$13.4209	\$15.5221

For purposes of calculating years of service of part-time Telecommunicators, a year of service is based upon 2080 hours of actual work time.

### APPENDIX C

#### GLOSSARY OF TERMS

**Exchange of Shifts** -- refers to a situation when two employees want to temporarily (three months or less) work all shifts for another employee. These will be approved for a specific time period by the System Manager. (Article V)

**Reassignment of Shifts** -- Refers to the situation when two employees want to work each other's shift for the remainder of the calendar year, and the reassignment is agreed upon by the two employees directly affected. (Article V)

**Trade Time or swaps** --refers to one employee working a shift for another employee

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voluntarily on an occasional basis. (Article XI)

**Vacation Block** --is considered to be the two days prior to and subsequent to the four consecutive regular shifts.

**Transfer** --Transfers are made to accommodate the staffing and functional needs of the Employer. (Article XI)

**Unavailable or ineligible** -- means that the employee working on the shift that the vacancy occurs is not available for that overtime shift.

**Anniversary Date** – An employee's anniversary date is calculated in one-year increments from the employee's date of hire. For example, an employee hired on February 1, 2010 will reach his or her first anniversary on February 1, 2011, his or her fourth anniversary on February 1, 2014 and his or her 11<sup>th</sup> anniversary on February 1, 2021.

**Seniority** – When more than one employee is hired on the same day and, as a result, multiple people have the same hire date, seniority will be based on the trainees' dates of qualification, which signifies completion of the training period and the beginning of the probationary period.