

COLLECTIVE BARGAINING AGREEMENT

COUNTY OF PENOBSCOT

AND

COUNCIL NO. 93 OF THE AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES

REPRESENTING THE

PENOBSCOT REGIONAL COMMUNICATION CENTER

LOCAL 1828-10

EXPIRES DECEMBER 31, 2024

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ARTICLE 1 - PREAMBLE

This agreement is entered into between the Penobscot County Commissioners, hereinafter referred to as Commissioners or the Employer, and Council No. 93 of the American Federation of State, County and Municipal Employees, hereafter referred to as Union.

1. Pursuant to the provisions of the Municipal Public Employees Labor Relations Law, the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale, and to promote effective and efficient operations.
2. The parties hereby mutually agree that no County employee will be discriminated against on the basis of his or her membership, participation, or non-participation in the activities of the Union.
3. The County agrees to continue its established policy against all forms of illegal discrimination, including a) discrimination with regard to race, creed, color, national origin, sex, marital status, age, physical or mental disability unless based upon a bona fide occupational qualification; and b) intimidation or harassment on the basis of race, creed, color, national origin, sex, marital status, age, physical or mental disability. The Union agrees to support this policy.

The Union agrees to continue its policy to admit all members to membership and to represent all members without regard to race, creed, color, national origin, sex, marital status, age, physical or mental disability.

The Union agrees to support the County's current Affirmative Action Program which complies with or is mandated by applicable State and Federal law.

The Union and the County agree that discrimination, intimidation, or harassment of employees, including sexual harassment in all of its various forms is unacceptable conduct and will not be condoned or tolerated by the Union or the County.

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

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ARTICLE 2 – RECOGNITION

The Bargaining Unit governed by this Agreement is a Public Safety Answering Point (PSAP/Dispatch) Bargaining Unit established by an Agreement of the parties including Telecommunications Operator's, Supervisory titles Senior Operators and Call Takers pursuant to the Voluntary Recognition Agreement excluding the position of Quality Assurance Training Supervisor.

The Employer recognizes the Union as the sole and exclusive Bargaining Agent for all regular full-time County employees in the Unit for purposes of negotiating salaries, wages, hours of work and all other working conditions for the said employees within the Bargaining Unit.

ARTICLE 3 - CHECK-OFF

The Employer agrees to deduct the Union membership regular monthly dues and benefit premiums from the pay of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Employer by the Union and the Employer will forward all regular monthly dues collections to the Augusta AFSCME Council 93 Office at 20 Winter Street Augusta Maine on a monthly basis. Any benefit premiums deducted from the pay of those employees who individually request in writing that such deductions be made shall be forwarded to an address that shall be provided by AFSCME Council 93. The Union shall indemnify and hold the Employer harmless against all claims and suits which may arise by reason of any action regarding deductions of said dues and remitting the same to the Union pursuant to this Article. The Employee authorization shall be irrevocable during the term of this Agreement except that any employee may revoke the authorization by submitting such written request to the Employer and the Union during a thirty (30) day period prior to the expiration date of the Agreement.

ARTICLE 4 - UNION SECURITY

Each employee who does not join the Union within thirty (30) days of the signing of this Agreement or not later than thirty (30) days after the completion of their probationary period, whichever occurs later, shall be required to sign a form provided by the Union acknowledging they were offered the opportunity to join the Union and chose not to. Should an employee who chose to be a non-member request representation the Union shall make them aware of the cost

72 of that representation. It shall be the Union's responsibility to determine the representation fee
73 to be paid by non-members and the Union shall indemnify the Employer against any and all
74 claims, suits or other liabilities regarding the determination, collection or enforcement of these
75 representation fees, including attorney's fees and cost.

76
77 Employees may elect to have their dues or representation fees deducted pursuant to this
78 contract. If the employee does not elect to have dues or representational fees deducted it shall
79 be the sole responsibility of the Union to collect its dues or representation fees from members
80 and non-members alike. The payment of dues or representation fees shall not be considered a
81 condition of employment and the Employer shall not be required to take action against any
82 employee who shall fail to pay dues or other such fees.

83

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ARTICLE 5 - HOLIDAYS

85

86 The following days shall be recognized and observed as paid holidays:

87

88	New Year's Day	Labor Day
89	Martin Luther King Day	Presidents' Day
90	Veterans' Day	Thanksgiving Day
91	Patriots' Day	Day after Thanksgiving Day
92	Memorial Day	Day before Christmas Day
93	Juneteenth	Christmas Day
94	Independence Day	

95

96 The actual day of the holiday shall be considered the holiday for pay purposes. If an employee
97 works on any of the holidays listed, he shall be paid one and one-half (1 ½) times his regular
98 rate of pay for hours actually worked plus eight (8) hours holiday pay. If the holiday occurs on an
99 employee's scheduled day off or on a vacation day, he shall be paid eight (8) hours for the
100 unworked holiday. If an employee loses a workday because of the Holiday, the employee will
101 receive a normal day's pay as Holiday pay.

102

103 Employees who work on December 25 (Christmas) shall be paid two and one-half (2 ½) times
104 his regular rate of pay for hours actually worked plus eight (8) hours holiday pay.

105

106 To be eligible for holiday pay, the employee must have worked his last scheduled workday prior
107 to the holiday and his first scheduled workday after the holiday, unless on an approved day off.
108 Exception to this rule is within the discretion of the Director and the employee must request this
109 exception and do so within five (5) days of the holiday.

110

111 Employees on paid leave shall be eligible for holiday pay as set forth above. Employees on
112 unpaid leave shall not be eligible for holiday pay. Employees on intermittent unpaid leave, and
113 who work an average of one-half (1/2) of their normal work hours in a calendar month, shall be
114 entitled to holiday pay as set forth above.

115

116 **Snow days:** In the event that the Commissioners declare a snow day or other weather-related
117 emergency and release non-essential employees from work for the day or any portion thereof,
118 those essential employees who are not so released shall have no claim for any compensation
119 time or any enhanced pay for that day.

120

121

ARTICLE 6 - SENIORITY

122

123 **Seniority Defined.** Seniority means an employee's length of continuous service with the
124 employer since his last date of full-time hire.

125 Each year the Employer shall post on all bulletin boards a seniority list showing the continuous
126 service of each employee from date of hire. A copy of the seniority list shall be furnished to the
127 local Union when it is posted. Seniority as it relates to shift bids only for supervisor shifts, senior
128 operator shifts, dispatcher shifts, and call taker shift shall be determined on the employee's
129 length of service from date of promotion with the Penobscot Regional Communications Center

130

131 **Promotion.** The term "promotion" is defined as the advancement of an employee to a position
132 in a higher range in the County's Pay Plan. Promotions shall be made on the following basis:
133 First, from employees from within the bargaining unit who have applied for the position, and who
134 have the greatest ability and qualifications to perform the duties of the higher classification.
135 Ability and qualifications mean that the employee has, in the judgment of the Director,
136 successfully demonstrated the ability to perform the duties of the higher classification. Second, if
137 the ability and qualifications of employees within the bargaining unit who have applied for the
138 promotion are equal, the Director shall then select the candidate who has the greatest seniority.
139 Third, if there are no qualified employee candidates who have applied within the bargaining unit,
140 the Director may select the most able and most qualified candidate from outside the bargaining

141 unit and/or outside County employment, and employees shall compete with outside candidates
142 on an equal basis.

143

144 **Demotion.** Employees shall be allowed to self-demote to a lesser paying position but only if the
145 position is open and approved by the Director. Current employees shall not be displaced due to
146 an employee self-demoting within that calendar year. At the start of the next calendar year, it will
147 continue with seniority.

148

149 **Hiring Process.** When conducting hiring interviews, the interview committee shall consist of a
150 member of the bargaining unit. The member must be approved by the Director. The following
151 are identified and recognized as specific divisions within the communications Center:
152 telecommunications operators, senior operators and telecommunications supervisor.

153

154 **Temporary Assignments.** In the case of a bona fide situation occurring after the execution of
155 this contract, the Director shall have the right to make a temporary assignment. This assignment
156 shall not last for more than one hundred eighty (180) days beyond the date when the
157 assignment actually begins unless the reason for the temporary assignment relates to an issue
158 which subject to the grievance procedure of this Agreement. In that event the temporary
159 assignment may continue until such time as the grievance is finally resolved. When the Director
160 begins the temporary assignment, he shall notify the Union of the beginning date and the
161 anticipated date of expiration. After one hundred eighty (180) days or at the conclusion of the
162 grievance procedure, if applicable, the position must be posted or a decision made not to fill the
163 position.

164

165 In cases of layoffs, the least senior employee within a classification shall be laid off or may
166 bump a more junior employee in a related classification within this bargaining unit or may bump
167 a probationary employee outside of the bargaining unit if qualified to perform the job by
168 experience, training or ability. The County shall give employees about to be laid off a thirty (30)
169 calendar day notice of such layoff. Any employee laid off shall have recall rights to any vacant
170 positions in their classification for a period of twelve (12) months. No new employee shall be
171 hired until all employees on layoff status have been recalled. Employees on layoff status are
172 responsible to notify the County of any change in address in writing by registered mail. Recall
173 will be by registered mail and the employee must respond within two weeks of receipt of notice,
174 or lose all recall rights.

175

176 **Break in Service.** Any employee shall lose his/her seniority if he/she:
177 (a) Voluntarily resigns from his/her employment
178 (b) Is discharged for just cause
179 (c) Is absent from work for a period of (3) consecutive workdays without notifying the
180 appropriate authority, unless extenuating circumstances exist
181 (d) Is laid off and not recalled for work within (1) years of the date of layoff
182 (e) If the employee accepts promotion to a position, outside of the bargaining unit but
183 within the agency and fails to return to the bargaining unit within one (1) year of the
184 date he/she left the unit.

185

186 **Withdrawal of Resignation.** An employee is required to submit to the employer at least fifteen
187 (15) calendar days prior to the effective date of his/her resignation, a written notice of
188 resignation. During the first five (5) days of such fifteen (15-day period the employee may
189 retract his/her resignation without prejudice and such retraction must be accepted by the
190 employer. Any retraction of the written resignation, presented by the employee during the
191 period beginning ten (10) days prior the effective date of the written resignation and extending
192 through the period of ten (10) days after the effective date of the resignation may be accepted at
193 the sole discretion of management.

194

195

ARTICLE 7 – VACATIONS

196

197 Full-time employees shall accrue two (2) weeks vacation after each year of service. An
198 employee may take one (1) week of entitled vacation after six (6) months of service from the
199 date of full-time hire, provided if in the opinion of the department head, it will not cause a
200 hardship on the Center. Vacation may be accumulated to a maximum of four (4) weeks. After
201 five (5) years of completed service, an employee shall accrue to three (3) weeks vacation for
202 each year of completed service accumulated up to five (5) weeks. After fourteen (14) years of
203 completed service, an employee shall accrue four (4) weeks vacation for each year of
204 completed service, accumulated up to six (6) weeks. After nineteen (19) years of service, an
205 employee is entitled to five (5) weeks vacation, accumulated up to seven (7) weeks.
206 Accumulated vacation pay will be paid to the employee upon retirement or termination or to the
207 beneficiary upon death. If an employee is unable to take his vacation due to an emergency
208 declared by the Executive Director, the employee will be paid in December for vacation time in
209 excess of that which can be accumulated.

210

211 For the purpose of accruing vacation leave, a week is equal to forty (40) hours. Employees will
212 accrue each month 1/12 of the total hours they are eligible to earn for the year rounded up to
213 the second decimal place.

214

215 Employees will have the opportunity to bid on prime-time vacation requests once per year. In
216 December of each year of the contract, employees may make requests for vacation for those
217 weeks between January 1 and December 31 during the upcoming year. Vacations, where
218 possible, shall be granted for the time requested by the employee. When reviewing whether
219 vacation time can be granted, the Director shall consider current staffing levels. If the nature of
220 the work makes it necessary to limit the number of employees on vacation at the same time,
221 (non-relief of a position shall be a factor considered when granting requests) the employee with
222 the greatest seniority, based on hire date, shall be given his choice of vacation whenever
223 possible. The request shall be approved or denied within seven days of receipt. Approved
224 vacation shall be utilized at the employee's straight rate. Vacations cannot be arbitrarily denied.

225

226 Once vacation has been approved, management cannot revoke it.

227

228 Any request for or change in vacation times after the initial sign-up period shall be acted upon
229 within seven (7) days by the Director. Vacation requests after the initial sign-up period are
230 considered on a first-come, first-served basis. Such requests must be submitted in writing
231 (emergency leave may be verbal) prior to the vacation time requested in order to be considered
232 by the Director. Approved vacation leave shall be utilized at straight rate based on the
233 individual's work schedule in effect at the time the vacation was approved. Unauthorized Leave
234 may be subject to discipline.

235

236 Employees on paid leave shall continue to accrue vacation leave benefits. Employees on
237 unpaid leave shall not be entitled to the accrual of vacation leave benefits for the duration of
238 such unpaid leave. Employees on intermittent unpaid leave, and who work an average of one-
239 half (1/2) of their normal work hours in a calendar month shall be entitled to the accrual of
240 vacation leave benefits for that calendar month. Employees will be allowed to sell/cash in, up to
241 a total of forty (40) hours of accrued vacation each calendar year.

242

243 Employees may donate up to two weeks of accrued vacation or sick time annually to full-time
244 employees who have exhausted all sick and vacation leave. Such donated time may be used
245 only for medical emergencies and must be approved by the Department Head. Such donated

246 time will be applied on a day-for-day basis, a day donated is a day used. The recipient of such
247 donated time does not accrue vacation or sick leave. The recipient may continue their health
248 insurance benefit by continuing to pay their portion of the monthly premium through payroll
249 deduction.

250 ARTICLE 8 - SICK LEAVE

251
252 Employees shall accrue ninety-six (96) hours of sick leave per year of completed service.
253 Employees may use sick leave for the employee's own illness, medical or dental care, or other
254 disability, or that of the employee's immediate family, which requires the attention of the
255 employee. If an employee is on posted status, they shall accrue forty-eight (48) hours of sick
256 leave per year. Employees shall start to accrue sick leave from their date of full-time hire and
257 may use paid sick leave upon hire. Any accumulation over ninety (90) days shall be placed in a
258 sick leave bank which can be used by the employee for any long-term illness. Any such time
259 shall not be calculated for pay at time of separation except as set forth below for retirees. At the
260 time of separation in good standing from the County, those employees with fifteen (15) or more
261 consecutive years of service with the County shall be paid one-half (1/2) of their accumulated
262 sick leave not to exceed thirty (30) days paid at their current rate of pay as of the date of
263 separation. If the employee's separation is a retirement, the employee with fifteen (15) years of
264 consecutive years of service is also entitled to be paid upon said retirement, three (3) weeks at
265 base rate from their leave accumulated in the sick leave bank. At the time of separation in good
266 standing from the County, those employees with twenty-five (25) or more consecutive years of
267 service with the County shall be paid one-half (1/2) of their accumulated sick leave not to
268 exceed forty-five (45) days paid at their current rate of pay as of the date of separation. If the
269 employee's separation is a retirement, the employee with twenty-five (25) years of consecutive
270 services is also entitled to be paid upon said retirement four (4) weeks at base rate from their
271 leave accumulated in the sick leave bank. Sick leave deductions shall be on an hourly basis.

272
273 Employees who are absent for more than three days or more due to sickness must provide a
274 medical provider's note. Employees out Three Consecutive Days or more must provide a note
275 from their medical provider within 48 (forty-eight) hours of their return to work. Medical notes
276 after 48 (Forty-Eight) hours will not be accepted.

277
278 Employees who are absent due to personal illness or injury and who do not have accumulated
279 sick leave may, if not in posted status, use accumulated vacation leave at straight time to cover
280 the absence.

281 Employees on paid leave shall continue to accrue sick leave benefits. Employees on unpaid
282 leave shall not be entitled to the accrual of sick leave benefits for the duration of such unpaid
283 leave. Employees on intermittent unpaid leave, and who work an average of one-half (1/2) of
284 their normal work hours in a calendar month shall be entitled to the accrual of sick leave
285 benefits for that calendar month.

286

287 Employees may use accumulated sick leave in order to care for members of their immediate
288 family.

289

290 If an employee wishes to utilize sick leave, the employee must call in, via telephone and speak
291 to a supervisor or the most senior operator in charge of the shift.

292

293 **Sick Leave Compensatory Time.** Those employees who are not on posted status and who do
294 not use sick leave in a calendar month shall be awarded two (2) hours incentive time to be
295 converted to vacation leave for that calendar month. Such time will be applied on the first pay
296 period of the following month.

297

298 **Personal Leave.** Employees shall be allowed to designate from their allotment of ninety-six
299 hours sick leave per calendar year, twenty (20) hours to be used as personal leave. Personal
300 leave will be allowed for all personal, religious, business or family matters. Employees will give
301 the County forty-eight (48) hours notice of their intent to use this leave. An employee's request
302 to use their personal leave shall not be arbitrarily or unreasonably denied. Personal leave must
303 be used in the calendar year.

304

305 **Sick Leave Posting Policy.** All employees are expected to report to work as scheduled and
306 work their scheduled hours as well as overtime which they have agreed to work. When, in the
307 judgment of the Director, an employee has been frequently absent 5 or more occurrences in a
308 six (6) month period or has absences that exhibit patterns, or is absent for lengthy periods, the
309 employee may be "posted" by the Director. An employee who is "posted" shall receive
310 notification of "posting" along with the incidents of absences for at least the preceding 18
311 months and a copy of the policy. Copies shall also be provided to the Union Shop Steward.

312

313 An unexcused absence for consecutive scheduled work times shall be considered a single
314 occurrence for the purposes of corrective action.

315

316 An occurrence will not be charged to an employee, pre or post posting status, for an absence
317 covered by the following leaves, provided the employee receives advance approval in
318 accordance with this Agreement

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- | | | |
|-----|----------------|--|
| 320 | 1. Bereavement | 4. Military Leave |
| 321 | 2. Vacation | 5. Medical, Maternity or Paternity Leave |
| 322 | 3. Jury Duty | 6. Leave of Absence (emergency basis) |

323

324 For each unexcused or unapproved occurrence after posting, the employee will be subject to:

325

326 **Step One:** 1st occurrence within 12 months of posting date = written reprimand.

327 **Step Two:** 2nd occurrence within 12 months of posting date = Suspension of one week without
328 pay

329 **Step Three:** 3rd occurrence within 12 months of posting date = discharge.

330

331 An employee who works at least ½ of the scheduled shift and who then leaves as a result of an
332 illness will not be charged with an occurrence for posting purposes so long as the employee is
333 not in posted status and has accumulated sick leave available.

334

335 If an employee goes for a period of twelve (12) consecutive months without an unexcused or
336 unapproved occurrence, the employee shall be relieved of "posting" status. The posting of an
337 employee is subject to the Grievance Procedure of this Agreement.

338

339 **Fitness for Duty.** Employees shall be required to maintain the level of medical, psychological
340 and physical fitness necessary to perform the functions of their position. If the Director has
341 reason to believe that an employee is not fit for duty, he may require that the employee
342 immediately obtain from the employee's own health care provider a written statement certifying
343 the employee's fitness for duty. If the employee does not have a health care provider or if the
344 Director continues to question the employee's fitness for duty after receiving the certification
345 from the employee's health care provider, the Director may require that the employee submit to
346 an examination with a health care provider selected by the employer. The cost of any such
347 employee requested examination shall be borne by the County.

348

349 If the Director has requested a second opinion and that opinion concurs with the opinion of the
350 employee's health care provider certifying the employee's fitness for duty, the employee shall be

351 reimbursed for the work time difference between the original date of return and the second
352 opinion clearance date. Any time between the dates the health care provider issues the written
353 clearance for return to duty and the employer's receipt of the clearance shall be deducted from
354 the time difference considered for payment.

355

356 The County shall not be responsible for the costs of any treatment prescribed for the employee
357 and it is the employee's responsibility to seek treatment when appropriate and to obtain the
358 necessary clearances to return to work. The employee is not prohibited from submitting the
359 costs of such treatment to the County's health or workers' compensation insurers if appropriate

360

361

Article 8-A - Earned Paid Leave

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363 Effective January 1, 2021, Maine's Earned Paid Leave Law allows employees to earn one (1)
364 hour of paid leave for every 40 hours the employee works per year. The amount of time an
365 employee can earn during a one-year period is capped at 40 hours. This leave time is not
366 additional leave over and above any other paid leave time available to an employee under this
367 contract as long as the employee has at least 40 hours of accrued time. An employee will use
368 sick and/or vacation time pursuant to Articles 7 and 8. The first 40 hours of that time will
369 concurrently be designated, with the exception of time used in one calendar week blocks earned
370 paid leave time under the Earned Paid Leave Law. The employee may determine whether the
371 earned leave time will be counted under their accrued sick or vacation time, and the accrued
372 banked time will be reduced accordingly. Once the earned paid leave time is exhausted,
373 requests for time off will be counted toward either sick or vacation time, in accordance with and
374 as defined by those Articles. If, at the time leave is requested, the employee does not have
375 available and accrued sick or vacation time but qualifies for earned paid leave based on the
376 formula of earning one (1) hour of paid leave for every 40 hours the employee works per year,
377 then the employee will be entitled to leave under the Earned Paid Leave.

378

379 During these 40 hours of qualifying earned paid time, the vacation and sick Articles apply to the
380 extent that they do not conflict with the following provisions.

381

382 A. Definitions. A "year" for purposes of accrual of earned leave begins on the employee's date
383 of hire.

384 B. Use of leave.

- 385 1. An employee may not use leave before the employee has been employed by Penobscot
386 County for 120 calendar days.
- 387 2. Leave may be taken in increments of one (1) hour.
- 388 3. Notice
- 389 a. Absent an emergency, illness or other sudden necessity for taking earned leave, an
390 employee must give four (4) weeks advance notice as per Article 7 to the employee's
391 Supervisor of the employee's intent to use earned leave. Use of leave will be approved
392 unless the requested leave would create an undue hardship on the Department as
393 reasonably determined by the Supervisor.
- 394 b. Notice required for an emergency, illness or other sudden necessity must be
395 reasonable under the circumstances, recognizing that advance notice may not be
396 feasible. In such circumstances, an employee shall make a good faith effort to provide
397 as much notice as is feasible under the circumstances to the Department of the
398 employee's intent to use leave.
- 399 C. Carry over. An employee may carry-over up to forty (40) hours of earned paid leave to the
400 following year, but carried-over time is counted toward the annual maximum accrual. For
401 example, if an employee carries over thirty (30) hours of leave, the employee may earn an
402 additional ten (10) hours of leave in the new year. If an employee carries over forty (40) hours
403 of leave, then the employee will have immediately reached the limit for the new fiscal year.
- 404 D. Treatment of leave upon separation. An employee will not be paid for accrued paid leave
405 upon separation from employment except as otherwise provided for vacation and sick leave
406 under Articles 7 and 8.

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408
409 **ARTICLE 9 - LEAVE OF ABSENCE**
410

411 **Family Medical Leave Act.** The parties agree that the provisions of the Family Medical Leave
412 Act ("FMLA") shall apply to all members of this Collective Bargaining Agreement. A copy of the
413 County's FMLA Policy may be obtained through the Office of the County Manager. In
414 accordance with the Policy, employees may be granted a maximum of twelve weeks of FMLA
415 leave in any twelve-month period. The 12-month period during which FMLA leave is calculated
416 and during which FMLA leave may be taken is based on a calendar 12-month period, from
417 January 1 to December 31. Leave time under the federal FMLA is unpaid. Employees should
418 consult the Policy to determine eligibility for leave. Any request over and above the Family
419 Medical Leave Act shall be in accordance with the next paragraph.

420 **Medical.** Request for medical leaves of absence shall be submitted in writing by the employee
421 to the Director with proof from the employee's physician that said leave is necessary. The
422 granting or denial of such request shall be done on a case-by-case basis with the Director
423 considering operational requirements, the expected length of the leave of absence and the
424 reason therefore. The granting or denial of such leaves of absences shall be within the
425 discretion of the Director and any such denial is subject to the grievance procedure.

426

427 In addition to accruing seniority while on any unpaid medical leave of absence granted under
428 these provisions, employees shall be returned to the position they held at the time the leave of
429 absence was requested.

430

431 **Duration of Leave.** An employee who has been granted a leave of absence, Family Medical
432 Leave or Medical, must return to full duty at the expiration of the Family Medical Leave, or if
433 extended, at the expiration of all accumulated sick and vacation leave which in no case can
434 exceed one (1) year from the date that said leave commenced after which the employee shall
435 be separated from County employment. An employee in good standing at the time of
436 separation due to expiration of leave, shall have recall rights to his former position, if vacant or
437 is being filled by a probationary employee, for a period of three (3) months following separation
438 from the County.

439

440 **Bereavement.** In the event of a death in the immediate family of an employee, the employee
441 shall be granted five (5) days leave of absence with pay. In the event of a death of the
442 employee's extended family member the employee shall be granted three (3) days leave of
443 absence with pay. The Director shall have discretion to award an employee from one (1) to
444 three (3) days leave of absence with pay for the death of an individual who is not an immediate
445 or extended family member but who had a unique family relationship with the employee.

446

447 An employee may use accumulated sick leave in order to extend said bereavement leave if
448 necessary.

449

450 **Jury Duty.** Employees shall be granted a leave of absence at such times as they are required
451 to report for jury duty or jury service. Employees will be paid their regular salary and shall turn
452 over to the County any and all compensation received for jury service. If an employee is
453 discharged from daily jury duty and is still within his scheduled workday, he shall immediately
454 return to work.

455 **Paid Parental Leave:** The County offers Paid Parental Leave to qualifying employees for the
456 addition of a new family member during the important period immediately following the birth or
457 adoption of a child. The County will provide one week of 100% paid parental leave to the
458 eligible employee to be used within the first 12 weeks of the birth or placement for adoption of
459 his or her child. The leave is available only in a full block of a week, and cannot be used on an
460 intermittent basis. The amount of the benefit will be determined based on the employee's
461 regular rate of pay. The payment will be made based on the employee's regular payroll dates.

462 The requesting employee is responsible for submitting a request to HR. The leave should be
463 requested as soon as the date is known and with as much notice as possible. This leave is in
464 addition to other forms of leave detailed in the handbook; an employee is not required to use
465 Earned Paid Leave for this leave period.

466 **ARTICLE 10 - WORKERS' COMPENSATION**

467
468 Employees may utilize any available accrued vacation or sick time for days not paid by the
469 County on a medical leave based on a work-related injury. For non-controverted claims, the
470 County will pay for days one through seven of a medical leave based on a work-related injury.
471 The employee may have that portion of the accrued vacation or sick time reinstated by
472 reimbursing the County from a Workers compensation award on a day for day basis and must
473 turn over to the County that portion of the Workers compensation award made for days one
474 through seven.

475
476 Sick and vacation days utilized for this purpose will not be counted in calculating incentive days
477 earned pursuant to Article 8: Sick Leave.

478
479 If the employee receives Workers Compensation covering days one through seven, the
480 employee must reimburse the County one week of the Workers Compensation benefit.

481 **ARTICLE 11 - DISCIPLINE AND DISCHARGE**

482
483
484 Disciplinary action or measures shall be documented in writing and mean only the following:

485
486 Warning/Counseling
487 Written reprimand

- 488 Suspension
- 489 Corrective Probation
- 490 Demotion
- 491 Discharge

492

493 Discipline shall be only for just cause.

494

495 During any meeting with the Director or his designee, should it become apparent that the
496 purpose is to either investigate for a possible disciplinary offense or to discipline the employee,
497 the employee may terminate the meeting until such time as Union Representation can be
498 obtained. Nothing in this Agreement shall prevent the Director or his designee from calling an
499 employee in for counseling purposes. Such counseling shall not be considered disciplinary
500 action, but written documentation of the counseling session may be placed in the employee's
501 personnel file.

502

503 Documentation of counseling and/or discipline shall be maintained in the employee's personnel
504 file. Provided no further counseling or discipline has been taken, the employee's previous
505 counseling or discipline may only be used for the purpose of discipline within the following time
506 frames:

507

- 508 Counseling: One Year
- 509 Written Reprimand: Three Two Years
- 510 Suspension: Five Years
- 511 Corrective Probation: Five Years
- 512 Demotion: Five Years

513

514 Further, all documentation of such counseling and discipline shall be removed from the
515 employee's personnel file at the time periods specified above, provided no further counseling or
516 discipline has been taken regarding the employee. Further, if the counseling and discipline
517 action is based upon violations of any human rights, civil rights, or sexual harassment rights law,
518 and such documentation is removed from the employee's personnel file, the department may
519 maintain such documentation in its compliance file.

520

521 The Director or his designee may place an employee on administrative leave with pay for
522 purposes of conducting an administrative investigation and without pay for purposes of

523 conducting a criminal investigation provided employees is provided a Loudermill hearing. When
524 an employee becomes the subject of an internal affairs investigation, they shall be notified in
525 writing of such investigation, unless such notification would interfere with or compromise an
526 ongoing investigation. If criminal charges are pending against an employee, the unpaid leave
527 may extend until such time as the charges are finally resolved. Only if the employee is
528 acquitted or similarly absolved from guilt on all charges and if the employee is returned to work,
529 the employee shall be paid regular base wages for that time spent on leave.

530

531

ARTICLE 12 - GRIEVANCE PROCEDURE

532

533 A grievance is a complaint that the Employer has violated this Agreement. Grievances shall be
534 resolved as follows:

535

536 **Step One.** The grievance may be presented by the Union Steward, Union representative or
537 Grievance Committee, to the Director or his designated representative in writing within ten (10)
538 working days of the date of the grievance or the employee's knowledge of its occurrence. The
539 Director or his designated representative shall respond in writing to the Union Steward, Union
540 representative or grievance Committee within ten (10) working days of receipt of the grievance.
541 By written mutual agreement between the Union and the Director, the time for filing of the
542 grievance or the response of the Director or his designated representative may be extended.

543

544 **Step Two.** If the grievance remains unadjusted after Step One, it may be presented by the
545 Union Steward, Union representative or Grievance Committee to the Board of Directors, in
546 writing, within ten (10) working days after the response of the Director is due. The Board and the
547 Union's business agent shall schedule a Step Two meeting to be held between the parties. The
548 Board may act on a grievance through three (3) or more of its members and shall respond in
549 writing to the Union Representative within fifteen (15) working days from the date of the Step
550 Two hearing.

551

552 **Step Three.** If the grievance remains unadjusted after Step Two, it may be presented by the
553 Union Steward, Union representative or Grievance Committee to the County Commissioners, in
554 writing, within ten (10) working days after the response of the Board of Directors is due. The
555 Commissioners and the Union's Staff Representative shall schedule a Step Three meeting to be
556 held between the parties. The Commissioners shall respond in writing to the Union
557 Representative within fifteen (15) working days from the date of the Step Three hearing.

558 **Step Four.** If the grievance is still unsettled, either party may, within fifteen (15) working days
559 after the decision of the Commissioners is due, by written notice to the other, request arbitration.
560 The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer
561 and the Union within seven (7) working days after the notice has been given. If the parties fail to
562 select an arbitrator, the State Board of Arbitration and Conciliation may be requested by either
563 or both parties to serve as arbitrators on the grievance. The decision of the arbitrator shall be
564 final and binding so long as not in conflict with Maine statutes and the arbitrator shall be
565 requested to issue his/her decision within thirty (30) calendar days after the conclusion of
566 testimony and argument. Expenses for the arbitrator's services in the proceedings shall be
567 borne equally by the Employer and the Union. However, each party shall be responsible for
568 compensating its own representatives and witnesses. If either party desires a verbatim record of
569 the proceedings, it may cause such a record to be made and the requesting party shall be
570 responsible for the cost of such preparation.

571

572 With respect to Steps 2 through 4 of the grievance process, the receiving party or their designee
573 shall contact the AFSCME Staff Representative in order to schedule a required grievance
574 hearing.

575

576 The purpose of the grievance procedure shall be to settle employee grievances at the lowest
577 administrative level possible and to ensure efficiency in maintaining morale. The time limits for
578 filing grievances at each step are mandatory and the failure to comply therewith at any step of
579 the process shall result in a loss of the right to pursue the grievance. A "working day" shall mean
580 any day, Monday through Friday, excluding holidays, recognized in this Agreement, as applied
581 to posting procedures and grievance time limits.

582 Employees selected by the Union to act as union representatives shall be known as Union
583 Steward. The names of employees selected as Stewards and the names of other Union
584 representative who may represent employees shall be certified in writing to the Employer by the
585 Union and the individuals so certified shall constitute the Union Grievance Committee.

586

587 One Grievance Committee member may investigate and process grievances with permission of
588 the supervisor during working hours without loss of pay, provided such actions do not interfere
589 with the employee's ability to perform his job, does not interfere with the operation of the Center
590 and such investigation or processing must be completed within a reasonable time. Permission
591 shall not be unreasonably denied.

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ARTICLE 13 - INSURANCE AND RETIREMENT

Health Insurance. The Employer may change health insurance carriers or program without first having to bargain with the Union so long as the coverage of the new health insurance program would be comparable to the existing program. The employer shall communicate its intention to do so and provide pertinent information to the employees through the Healthcare Advisory Committee. The Unit agrees to appoint two (2) of its members to said Committee and to insure that at least one (1) such member attends meetings of this Committee.

2022, 2023, 2024	Employee % portion of total annual premium	
	Hired on or prior to 12/31/2008	Hired on or after 1/1/2009
Single	5.90%	10.50%
Emp/Sp	18.40%	20.50%
Emp/Child	17.80%	20.50%
Family	18.00%	20.50%

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*If total annual premium for each contract year is 6% or higher than the total annual premium for prior year, the County will pay for the entire premium increase which exceeds 6%.

The County agrees to contribute \$18.00 per month for Dental Insurance

Employees shall be responsible for the payment of premiums through payroll deduction.

The County will pay ½ of the premium for health insurance for employees who retire from County employment after 24 years of service except employees that are eligible under Section 2 of this article. Upon proof of other Affordable Care Act Health Insurance coverage and employee may waive county coverage and receive a monthly stipend of \$ 250 before taxes.

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617

Life Insurance. The Employer shall offer as an option to employees up to their annual salary rounded to the next one thousand dollars (\$1,000.00) of life insurance coverage under the State

618 Retirement System. Any such amounts are to be deducted from the employee's pay as a
619 weekly payroll deduction. All requests for coverage from the employee must be in writing.
620 The Employer shall offer and pay for a life insurance coverage policy with a benefit premium
621 payout equal to the employee's base salary (maximum of 40 hours per week).

622

623 **Retirement – M.P.E.R.S.** The Employer shall offer the option to employees to participate in the
624 Maine Public Employees Retirement System (2C plan) under the options selected and in effect
625 as of January 1, 1998.

626

627 **Deferred Compensation Program.** The Employer shall offer as an option effective July 1,
628 1997, a Deferred Compensation program in accordance with the Plan administrated through
629 VOYA. Upon date of hire employees may elect to participate in the Deferred Compensation
630 Plan.

631 An employee who elects to participate in the Deferred Compensation plan shall authorize
632 payroll deductions of at least Six Hundred Dollars (\$600.00) per year for contribution to the
633 Plan. The County shall contribute an equal amount to the plan on behalf of the employee up to
634 seven and one-half percent (7.5%) of the employee's base pay for the calendar year after nine
635 (9) months of completed service. The employee's election can be on all hours worked. County
636 match is only on Base hours, not overtime.

637

638 **Dual Participation.** If an employee participates in the Maine State Retirement option and
639 wishes to participate in the Deferred Compensation plan, he may do so, but only at his own
640 expense, and no contribution will be made by the County.

641

642

ARTICLE 14 - HOURS OF WORK

643

644 Work Schedules Bargaining Unit employees shall work a forty (40) hour workweek. Work
645 schedules are determined by the Director. No schedule change may be made by the Director
646 unless he has provided prompt notice to the Union of the proposed schedule change. Within
647 fifteen (15) days of the notification to the Union, the Director agrees to meet with representatives
648 of the Union to discuss the change and its impact on employees. If the parties to this meeting
649 agree on further changes, the new schedule may be implemented immediately. However, if the
650 parties do not agree on the schedule or any further changes, the Director may implement the
651 proposed schedule after posting said schedule and notifying all affected employees in writing at
652 least fifteen (15) days before the effective date of the change of schedules. Nothing herein shall

653 prevent the director from changing the work schedule, immediately and without notice, for the
654 purpose of meeting emergency situations over which the employer has no control.

655

656 **Schedule Openings.** Schedule openings will be posted and employees within the bargaining
657 unit may bid on schedule openings on the basis of their seniority within this bargaining unit.
658 While schedule bidding will continue to be primarily on the basis of seniority for schedule
659 openings, the Director can consider an employee's job performance over the previous year in
660 denying a bid for a schedule change. The Director shall have the right to deny bids or change
661 schedules in order to have balanced shifts. Openings must be posted in writing for a minimum
662 of five (5) working days. Employees must respond in writing stating shift preference.

663

664 **Lunches & Breaks.** No specific lunch or break periods are provided for unit employees but
665 such are permitted if taken at reasonable times for reasonable periods so as not to interfere with
666 the individual's responsibilities. Lunch breaks should not exceed thirty (30) minutes. At the
667 discretion of the Shift Supervisor, employees may be permitted a ten-minute break during each
668 half of a shift.

669

670 **Force Outs.** No employee shall be forced out for a period of greater than 14 hours. Blocks of 2
671 hours or less shall be offered to volunteers working at that moment or oncoming staff. If no one
672 volunteers, the employee with the least amount of overtime can be mandated to work.

673

674 **Force Out Turnaround.** No employee shall be forced to return to work or attend training
675 classes or conferences within ten (10) hours of their last scheduled shift unless an emergency
676 situation requires otherwise.

677

678 **Force Out Call Taker Turnaround.** When call-takers work an 8 hour shift they shall have at
679 least an 8-hour turnaround. When call-takers work more than 8 hours they shall have a 10-
680 hour turnaround.

681

682 **Non-Union Employees Working in the Dispatch Center**---The Director and Deputy Director
683 can work in the dispatch center as long as they are not taking overtime away from a bargaining
684 unit employee. They can work in the dispatch center to reduce force-outs if they are available.
685 The Director and Deputy Director can only work in the dispatch center if their certifications are
686 still valid.

687



688 **Previously Approved Time Off.** Previously approved time off, including vacation time, sick
689 time, comp time or personal leave, shall be considered hours worked for the purpose of
690 calculating overtime if an employee is forced to work during that pay period. If an employee
691 works extra hours during the week that included previous approved time off, the employee will
692 have the option of replacing the used leave time hour for hour for the extra hours worked in the
693 same week.

694

695 **Time Change.** If a time change (from daylight to standard time, or vice-versa) results in the
696 loss of an hour of work, the employee may use vacation time, compensation time, or personal
697 time to make up that lost hour.

698

699

ARTICLE 15 - OVERTIME AND COMPENSATORY TIME

700

701 Time and one-half the employee's regular hourly rate of pay shall be paid for all hours worked
702 beyond forty hours per week. Any such overtime work must be approved in advance by the
703 Director or his designee. By mutual agreement between the Director and the employee, the
704 employee may request compensatory time (comp time) in lieu of overtime. Comp time shall be
705 earned at the same rate as overtime rate, and may be accrued to a maximum of sixty (60) hours
706 in any calendar year. Compensatory time must be used by the end of the calendar year it is
707 earned. The use of compensatory time must be approved by the Director or his/her designee.
708 Any unused compensatory time will be paid out at the end of the calendar year it is earned in.

709

710 **Overtime Distribution.** Overtime, call-out and force-out procedures will be in accordance with
711 the Penobscot Regional Communications Center Standard Operating Procedures and
712 specifically in accordance with Chapter 5, "Allocation and Distribution of Personnel" of such
713 Standard Operating Procedures, or any amendment thereto. No amendment to Chapter 5 may
714 be made without first negotiating with the union. All voluntary overtime requests shall be
715 awarded based on seniority rotation.

716

717

ARTICLE 16 - COURT TIME

718

719 Whenever an employee is required to appear in court in his official capacity on a scheduled day
720 off or during non-duty hours of a day on, the employee shall receive one and one-half (1½)
721 times his regular rate of pay for hours so spent. If the employee is required to appear on a
722 vacation day, he shall receive double pay. In any event, the employee shall receive the wages

723 described above or four- (4) hours of pay at straight rate, whichever is greater, for court
724 appearances.

725

726

ARTICLE 17 – BULLETIN BOARDS

727

728 The Employer agrees to furnish and maintain one suitable bulletin board in the employee
729 lounge. The Union shall limit its posting of notices and bulletins to such bulletin board. No
730 material demeaning to the Employer, political in nature or advocating an illegal activity may be
731 posted.

732

733

ARTICLE 18 - UNION ACTIVITIES

734

735 The Employer agrees that during work hours, and without loss of pay, up to two (2) Union
736 representatives shall be allowed to attend negotiation sessions, provided seven (7) days
737 advance notice is given to the Director and such attendance does not interfere with the
738 operation of the Center.

739

740 Employer agrees to permit two union members to take up to two days per year paid time to
741 attend Union training seminars, Union functions including committee meetings, so long as
742 operational needs will allow as determined by the Director. The Director shall authorize
743 coverage by others if needed.

744

745 Duly authorized representatives of Council 93, shall be permitted access into work areas for the
746 purpose of transacting business within the scope of representation. Such activities will not
747 interfere with the performance of employee(s) duties or violate the County's security policies.

748 Duly authorized representatives shall be permitted to enter work sites for the purpose of
749 observing conditions under which employees are employed and to carry out the representative's
750 legal responsibilities.

751

752 The duly authorized representative will, in all cases of access, notify the person in charge of the
753 facility or his designee, of his presence. Access shall not be unreasonably denied.

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ARTICLE 19 - WORK RULES

Such rules shall not contradict the terms of the Agreement. The Director shall post any new work rule or modification of any existing work rule at least five (5) work days, Monday through Friday, before it becomes effective, unless unable to do so because of an emergency. A copy of all existing work rules and any changes shall be made available to all employees affected by the change.

ARTICLE 20 - DEFINITIONS

Director - shall mean the Director of the Penobscot Regional Communications Center.
Deputy Director—shall mean Deputy Director of the Penobscot Regional Communications Center
Bargaining Unit - shall mean the Telecommunications Bargaining Unit.
Board of Directors - shall mean the Board of Directors of the Penobscot Regional Communications Center.
Workday - Workday, for the purposes of Articles 7 and 12, shall mean any day, Monday through Friday, excluding holidays recognized in this Agreement.
Day - means calendar day unless specific wording means otherwise.
Emergency - or Emergency Situation means an unforeseen circumstance over which the employer has no control.
Shift - means the block of time during the day when the employee is scheduled to be on duty.
Schedule - means the configuration of shifts that make up the workweek.
Schedule Opening -means an unfilled shift or shifts in the schedule
Vacancy - means an unoccupied, budgeted, full-time position which has no permanent employee assigned to it.
Immediate Family - shall include spouse or significant other, parents, children, brother, sister, grandparents, grandchildren, step parents, step children, step grandchildren
Extended Family – shall include father-in-law, mother-in-law, grandparents-in-law, brother-in-law, sister-in –law.
Significant Other – means a relationship that exists between an employee and some other person whom are not married, that is intended to remain indefinitely, where there is joint responsibility for each other’s common welfare, where there are significant shared financial obligations and the employee and other person live together in a shared primary residence. The relationship must have existed for at least six months before benefits may be provided

792 under this agreement. The Director shall, in his or her discretion, determine whether a
793 significant other relationship exists.

794

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796

ARTICLE 21 - REIMBURSABLE EXPENSES

797

798 If the employee conducts work within the assigned work area, no reimbursement shall be
799 provided to the employee for any expense, to include meals. If the employee is required to
800 attend training or meetings outside of Bangor, cost for meals, and other job-related expenses
801 shall be reimbursed to the employee. The cost for meals shall not exceed Ten Dollars (\$10.00)
802 for breakfast, Fifteen dollars (\$15.00) for lunch, and-Twenty dollars (\$20.00) for dinner. When an
803 employee uses his vehicle for official business, the Employer shall compensate the employee at
804 not less than the current Penobscot County rate per mile, provided prior approval for such use
805 of a private vehicle is obtained from the Director or his designee. The County shall reimburse
806 employees clothing and personal equipment when they are damaged in the course of
807 employment.

808

809

ARTICLE 22 - TRAINING

810

811 Any and all required training sessions and schools conducted outside the department and
812 attended by members of the unit will be done so with the Employer paying for such time at the
813 employee's regular rate of pay. Should the time spent in actual training exceed the hours of the
814 employee's regularly scheduled work week, the employee shall be paid one and one-half (1 ½)
815 times their regular rate of pay for such excess time. The employee shall receive a total of two
816 (2) hours pay for all travel time, regardless of the actual travel time, for training attended beyond
817 a thirty (30) mile radius of Bangor. The two (2) hours paid for travel time shall be considered
818 hours worked for the purpose of calculating over-time. If the travel time is greater than two (2)
819 hours than the employee will be paid for the actual travel time.

820

821 The Director must approve all paid training. The employer agrees to attempt to maintain a list of
822 eligible applicants for the purpose of filling schedule vacancies. It is also agreed that in the
823 event of a schedule vacancy, the employer will expedite training and hiring process in order to
824 fill the vacancy with a permanent employee.

825

826

ARTICLE 23 - PROBATIONARY EMPLOYEES

827

828 **Initial Probation.** Unit employees will serve a probationary period of nine (9) months from the
829 date of full-time hire. Any unpaid leave used by a probationary employee shall not be credited
830 as part of their probationary period. During the probationary period, the employee may be
831 terminated by the Employer without recourse to the grievance and arbitration procedure.

832 **Promotion.** In the case of promotion, a promoted employee shall serve a probationary period of
833 six (6) months, during which time the employee may choose to self-demote (provided a position
834 is available) or may be demoted back to the employee's prior position.

835

836

ARTICLE 24 - MANAGEMENT RIGHTS

837

838 The Union agrees that except as explicitly limited by specific provisions of this Agreement,
839 Management has all rights and authority to manage its operation and direct its work force in
840 accordance with its judgment. The Union further recognizes the right of Management to
841 establish rules and regulations so long as such rules and regulations are not inconsistent with
842 the provisions of this Agreement.

843

844

ARTICLE 25 - NO STRIKE - NO LOCKOUT

845

846 The services performed by the employees included in this Agreement are essential to the public
847 health, safety, and welfare. There shall be no interruption of the work for any cause whatsoever,
848 nor there be any work slowdown or other interference with public services. The Employer
849 agrees that no lockout will occur during the term of this contract.

850

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ARTICLE 26 - SEPARABILITY AND SAVINGS CLAUSE

853

854 If any Article or Section of this contract or any riders thereto should be held invalid by operation
855 of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any
856 Article or Sections should be restrained by such tribunal pending a final determination as to its
857 validity, the remainder of this contract and of any rider thereof, or the application of such Article
858 or Section to persons or circumstances other than those as to which it has been held invalid or
859 as to which compliance with or enforcement of has been restrained, shall not be affected
860 thereby.

861

862 In the event that any Article of Section is held invalid or enforcement of or compliance with
863 which has been restrained as set forth above, the parties affected thereby shall enter into
864 immediate collective bargaining negotiations upon the request of the Union for the purpose of
865 arriving at a mutually satisfactory replacement of such Article or Section during the period or
866 invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either
867 party shall be permitted all legal or economic recourse in support of its demands,
868 notwithstanding any provision in this contract to the contrary.

869

870

ARTICLE 27 - WAGES

871

872 **Ranges and Rates.** The Pay Ranges and Rates by classification effective the pay period
873 following the acceptance of this Agreement by the Parties, negotiated by the Employer and the
874 Union shall be adjusted by 5.0% for 2021 (effective pay period following contract signing); 5%
875 for 2022; 2.0%% for 2023, and 2.0% for 2024 as set forth below:

Senior Operator								
	1	2	3	4	5	6	7	8 (10+ yrs)
2021	20.54	21.29	22.11	22.90	23.67	24.48	25.27	xxxxx
2022	21.56	22.36	23.22	24.05	24.85	25.70	26.54	27.47
2023	22.00	22.81	23.68	24.53	25.35	26.21	27.07	28.02
2024	22.44	23.26	24.16	25.02	25.85	26.74	27.61	28.58
Dispatch Supervisor								
	1	2	3	4	5	6	7	8 (10+ yrs)
2021	24.89	25.87	26.86	27.87	28.85	29.86	30.81	
2022	26.13	27.17	28.20	29.26	30.30	31.36	32.35	33.48
2023	26.65	27.71	28.77	29.85	30.90	31.98	32.99	34.15
2024	27.18	28.26	29.34	30.44	31.52	32.62	33.65	34.83
Telecommunications Operator (Dispatcher)								
	1	2	3	4	5	6	7	8 (10+ yrs)
2021	18.18	18.94	19.75	20.55	21.30	22.11	22.91	xxxxx
2022	19.08	19.89	20.74	21.58	22.37	23.22	24.06	24.90
2023	19.47	20.29	21.15	22.01	22.82	23.68	24.54	25.40
2024	19.86	20.69	21.58	22.45	23.27	24.16	25.03	25.90
Call Taker								
	1	2	3	4	5	6	7	8 (10+ yrs)
2021	17.36	18.09	18.87	19.67	20.50	21.38	22.28	
2022	18.22	19.00	19.81	20.65	21.52	22.45	23.40	24.21
2023	18.59	19.38	20.21	21.06	21.95	22.90	23.86	24.70
2024	18.96	19.76	20.61	21.48	22.39	23.35	24.34	25.19

876 Further, the County agrees to pay a \$2.00 per hour stipend to operators who are designated by
877 the Director to cover a shift, or portion thereof, in a supervisory capacity during those periods
878 when no Telecommunications Supervisor or Senior Operator is on duty. Temporary Senior
879 Operators will be in charge of Penobscot Regional Communications Center operations when a
880 Supervisor or Senior Operator is not on duty. Temporary Senior Operators will only be staff
881 members who are dispatchers. Dispatcher who has the most continuous time served as a
882 dispatcher would be considered the most senior person therefore that person can serve as the
883 Temporary Senior Operator. If at any point in time, a dispatcher is not comfortable with being
884 the Temporary Senior Operator, the dispatcher can submit a written explanation to the Director.

885

886 Further, the County agrees to pay a \$1.50 per hour stipend to operators who are designated by
887 the Director to act as a Field Training Officer (FTO) when such officers are actually working as
888 an FTO.

889 Further, the County agrees to pay a \$200.00 Annual Stipend to be paid the last pay period of
890 the year and calculated into base wages to designated TAC Officer.

891

892 **Promotion and Demotion:** A promotion shall be defined as being employed in a job that is in a
893 higher pay range than the previous job. When an employee is promoted Senior Operator or
894 Supervisor position he/she will be placed in the intermediate step of the new range that gives at
895 least a five (5) percent increase, and will remain in that range for twelve (12) months from the
896 date of promotion. When a Call-Taker transitions to the position of Dispatcher, they will move
897 into the Dispatcher pay scale, but at a step that is closest to their current step but not lower. In
898 no case will the employee be paid above his/ her appropriate job rate.

899

900 A demotion shall be defined as being employed in a job that is in a lower pay range than the
901 previous job. When an employee is demoted he/she will be placed in the pay range and step
902 applicable to the new classification. In no case will the employee be paid above his/ her
903 appropriate job rate.

904

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ARTICLE 28 – LABOR/MANAGEMENT MEETINGS

906

907 During each calendar year, Labor or Management may request a meeting to discuss
908 labor/management issues. Such request must be made to the Department Head or the
909 Bargaining Agent. The party requesting such meeting must provide a written agenda to all

910 participants at least seven (7) days prior to the meeting. No party may request more than four
911 (4) meetings in a calendar year unless the other party agrees.

912

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914

ARTICLE 29- RECRUITMENT & RETENTION

915

916 **RECRUITMENT**- When a current PRCC employee recruits someone for employment and is
917 indicated on the application, that employee would be eligible for a recruitment stipend. Once
918 the applicant is hired and starts employment the referring employee will receive \$ 250. Once
919 the new employee pass probation the referring employee will receive an additional \$ 250.

920

921 **RETENTION**- Any new employee who has never been employed at Penobscot Regional
922 Communications Center in the past may receive a signing bonus of \$ 500 after the successful
923 completion of the probationary period and one year anniversary of their hire.

924

925

ARTICLE 30 - TERM OF AGREEMENT AND TERMINATION

926

927 **Term of Agreement.** The term of this Agreement shall be effective upon signing through
928 December 31, 2024 unless otherwise noted in this contract or by side bar agreement.

929

930 **Termination.** This Agreement shall remain in full force and effect until December 31, 2024. It
931 shall be automatically renewed from year to year thereafter unless either party shall notify the
932 other in writing at least one hundred twenty (120) days prior to the anniversary date that it
933 desires to modify this Agreement. In the event that such notice is given, negotiations shall begin
934 no later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full
935 force and be effective during the period of negotiations.

936

937 In the event that either party desires to terminate this Agreement, written notice must be given
938 to the other party not less than ten (10) days prior to the desired termination date which shall be
939 before the anniversary date set forth in the preceding paragraph.

940

941 Reopener Clause – In the event the workload of the Communications Center substantially
942 increases due to consolidation, either party to this agreement may give notice not more than
943 sixty (60) days following the date of consolidation of its desire to bargain the impact of such
944 consolidation

945

946 IN WITNESS of their Agreement, the parties have set their signatures below this 14th day of
947 September, 2021.

948

949

SIGNATURES

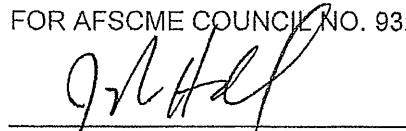
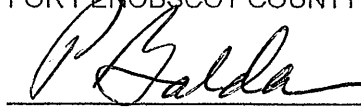
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951 FOR PENOBSCOT COUNTY:

FOR AFSCME COUNCIL NO. 93:

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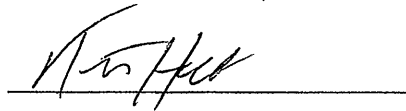
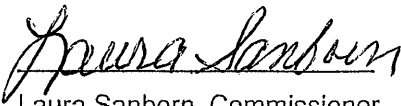
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Peter K. Baldacci, Chair

John Nuttall, Staff Representative

955

956



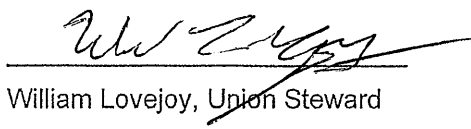
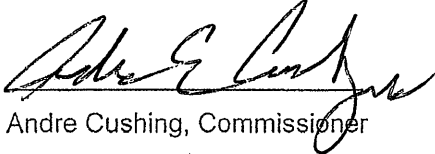
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Laura Sanborn, Commissioner

Timothy Hall, Union Steward

958

959



960

Andre Cushing, Commissioner

William Lovejoy, Union Steward