

**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, 2021**

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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 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

84

#### ARTICLE 5 - HOLIDAYS

85

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

87

88	New Years 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	Independence Day	Christmas Day

94

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

101

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

104

105 To be eligible for holiday pay, the employee must have worked his last scheduled workday prior  
106 to the holiday and his first scheduled workday after the holiday, unless on an approved day off.

107 Exception to this rule is within the discretion of the Director and the employee must request this  
108 exception and do so within five (5) days of the holiday.

109

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

114

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

119

120

#### ARTICLE 6 - SENIORITY

121

122 Seniority Defined. Seniority means an employee's length of continuous service with the  
123 Employer since his last date of full-time hire. Each year the Employer shall post on all bulletin  
124 boards a seniority list showing the continuous service of each employee. A copy of the seniority  
125 list shall be furnished to the local Union when it is posted. Seniority as it relates to posted  
126 supervisory shift openings on the schedule shall be determined on the employee's length of  
127 continuous service as a supervisor with the Penobscot Regional Communication Center.

128

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

141

142 **Demotion.** Employees shall be allowed to self-demote to a lesser paying position but only if the  
143 position is open and approved by the Director. Current employees shall not be displaced due to  
144 an employee self-demoting

145

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

150

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

161

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

172

173 **Break in Service.** Any employee shall lose his/her seniority if he/she:

174 (a) Voluntarily resigns from his/her employment

175 (b) Is discharged for just cause

- 176 (c) Is absent from work for a period of (3) consecutive workdays without notifying the  
177 appropriate authority, unless extenuating circumstances exist
- 178 (d) Is laid off and not recalled for work within (1) years of the date of layoff
- 179 (e) If the employee accepts promotion to a position, outside of the bargaining unit but  
180 within the agency and fails to return to the bargaining unit within one (1) year of the  
181 date he/she left the unit.

182

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

191

192

#### ARTICLE 7 – VACATIONS

193

194 Full-time employees shall accrue two (2) weeks vacation after each year of service. An  
195 employee may take one (1) week of entitled vacation after nine (9) months of service from the  
196 date of full-time hire, provided if in the opinion of the department head, it will not cause a  
197 hardship on the Center. Vacation may be accumulated to a maximum of four (4) weeks. After  
198 six (6) years of completed service, an employee shall accrue to three (3) weeks vacation for  
199 each year of completed service accumulated up to five (5) weeks. After fifteen (15) years of  
200 completed service, an employee shall accrue four (4) weeks vacation for each year of  
201 completed service, accumulated up to six (6) weeks. After twenty (20) years of service, an  
202 employee is entitled to five (5) weeks vacation, accumulated up to seven (7) weeks.  
203 Accumulated vacation pay will be paid to the employee upon retirement or termination or to the  
204 beneficiary upon death. If an employee is unable to take his vacation due to an emergency  
205 declared by the Executive Director, the employee will be paid in December for vacation time in  
206 excess of that which can be accumulated.

207

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



211

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

222

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

224

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

232

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

239

240 Employees may donate up to two weeks of accrued vacation or sick time annually to full-time  
241 employees who have exhausted all sick and vacation leave. Such donated time may be used  
242 only for medical emergencies and must be approved by the Department Head. Such donated  
243 time will be applied on a day-for-day basis, a day donated is a day used. The recipient of such  
244 donated time does not accrue vacation or sick leave. The recipient may continue their health

245 insurance benefit by continuing to pay their portion of the monthly premium through payroll  
246 deduction.

247

248

#### ARTICLE 8 - SICK LEAVE

249

250 Employees shall accrue ninety-six (96) hours of sick leave per year of completed service.

251 Employees may use sick leave for the employee's own illness, medical or dental care, or other

252 disability, or that of the employee's immediate family, which requires the attention of the

253 employee. If an employee is on posted status, they shall accrue forty-eight (48) hours of sick

254 leave per year. Employees shall start to accrue sick leave from their date of full-time hire but

255 may not use paid sick leave until ninety (90) days from date of hire except as in an emergency

256 as determined by the Director. Any accumulation over ninety (90) days shall be placed in a sick

257 leave bank which can be used by the employee for any long term illness. Any such time shall

258 not be calculated for pay at time of separation except as set forth below for retirees. At the time

259 of separation in good standing from the County, those employees with fifteen (15) or more

260 consecutive years of service with the County shall be paid one-half (1/2) of their accumulated

261 sick leave not to exceed thirty (30) days paid at their current rate of pay as of the date of

262 separation. If the employee's separation is a retirement, the employee with fifteen (15) years of

263 consecutive years of service is also entitled to be paid upon said retirement, three (3) weeks at

264 base rate from their leave accumulated in the sick leave bank. At the time of separation in good

265 standing from the County, those employees with twenty-five (25) or more consecutive years of

266 service with the County shall be paid one-half (1/2) of their accumulated sick leave not to

267 exceed forty-five (45) days paid at their current rate of pay as of the date of separation. If the

268 employee's separation is a retirement, the employee with twenty-five (25) years of consecutive

269 services is also entitled to be paid upon said retirement four (4) weeks at base rate from their

270 leave accumulated in the sick leave bank. Sick leave deductions shall be on an hourly basis.

271

272 Employees who are absent for more than three days or more due to sickness must provide a

273 medical provider's note. Employees out Three Consecutive Days or more must provide a

274 note from their medical provider within 48 (forty-eight) hours of their return to work.

275 Medical notes after 48 (Forty-Eight) hours will not be accepted.

276

277 Employees who are absent due to personal illness or injury and who do not have accumulated

278 sick leave may, if not in posted status, use accumulated vacation leave at straight time to cover

279 the absence.

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

285

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

288

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

291

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

296

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

303

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

319

- |     |                |  |
|-----|----------------|--|
| 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

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

326

327 **Step One:** 1<sup>st</sup> occurrence within 12 months of posting date = written reprimand.

328 **Step Two:** 2<sup>nd</sup> occurrence within 12 months of posting date = Suspension of one week without  
329 pay

330 **Step Three:** 3<sup>rd</sup> occurrence within 12 months of posting date = discharge.

331

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

335

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

339

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

349

350 If the Director has requested a second opinion and that opinion concurs with the opinion of the  
351 employee's health care provider certifying the employee's fitness for duty, the employee shall be  
352 reimbursed for the work time difference between the original date of return and the second  
353 opinion clearance date. Any time between the dates the health care provider issues the written  
354 clearance for return to duty and the employer's receipt of the clearance shall be deducted from  
355 the time difference considered for payment.

356

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

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#### ARTICLE 9 - LEAVE OF ABSENCE

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

375

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

382

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

386

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

395

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

402

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

405

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

411

412

#### ARTICLE 10 - WORKERS' COMPENSATION

413

414 Employees may utilize any available accrued vacation or sick time for days not paid by the  
415 County on a medical leave based on a work-related injury. For non-controverted claims, the  
416 County will pay for days one through seven of a medical leave based on a work-related injury.  
417 The employee may have that portion of the accrued vacation or sick time reinstated by  
418 reimbursing the County from a Workers compensation award on a day for day basis and must  
419 turn over to the County that portion of the Workers compensation award made for days one  
420 through seven.

421

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

424

425 If the employee receives Workers Compensation covering days one through seven, the  
426 employee must reimburse the County one week of the Workers Compensation benefit.

427

428

429

#### ARTICLE 11 - DISCIPLINE AND DISCHARGE

430

431 Disciplinary action or measures shall be documented in writing and mean only the following:

432

433 Warning/Counseling

434 Written reprimand

435 Suspension

436 Corrective Probation

437 Demotion

438 Discharge

439

440 Discipline shall be only for just cause.

441

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

449

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

454

455 Counseling: One Year

456	Written Reprimand:	Three Two Years
457	Suspension:	Five Years
458	Corrective Probation:	Five Years
459	Demotion:	Five Years

460

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

467

468 The Director or his designee may place an employee on administrative leave with pay for  
469 purposes of conducting an administrative investigation and without pay for purposes of  
470 conducting a criminal investigation provided employees is provided a Loudermill hearing. When  
471 an employee becomes the subject of an internal affairs investigation, they shall be notified in  
472 writing of such investigation, unless such notification would interfere with or compromise an  
473 ongoing investigation. If criminal charges are pending against an employee, the unpaid leave  
474 may extend until such time as the charges are finally resolved. Only if the employee is  
475 acquitted or similarly absolved from guilt on all charges and if the employee is returned to work,  
476 the employee shall be paid regular base wages for that time spent on leave.

477

478

#### ARTICLE 12 - GRIEVANCE PROCEDURE

479

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

482

483 **Step One.** The grievance may be presented by the Union Steward, Union representative or  
484 Grievance Committee, to the Director or his designated representative in writing within ten (10)  
485 working days of the date of the grievance or the employee's knowledge of its occurrence. The  
486 Director or his designated representative shall respond in writing to the Union Steward, Union  
487 representative or grievance Committee within ten (10) working days of receipt of the grievance.  
488 By written mutual agreement between the Union and the Director, the time for filing of the  
489 grievance or the response of the Director or his designated representative may be extended.

490



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

498

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

505

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

519

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

523

524 The purpose of the grievance procedure shall be to settle employee grievances at the lowest  
525 administrative level possible and to insure efficiency in maintaining morale. The time limits for

526 filing grievances at each step are mandatory and the failure to comply therewith at any step of  
527 the process shall result in a loss of the right to pursue the grievance. A "working day" shall mean  
528 any day, Monday through Friday, excluding holidays, recognized in this Agreement, as applied  
529 to posting procedures and grievance time limits.

530

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

535

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

541

542

#### ARTICLE 13 - INSURANCE AND RETIREMENT

543

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

550

#### 551 **Single Plan**

552

553 Individuals employed as of December 31, 2008 shall contribute towards the cost of the Single  
554 Plan per month as follows:

555

556 2019 Employees will pay 7.4 % of the total annual premium for 2016. However, if the  
557 total annual premium for 2016 is 6% or higher than the total annual premium for  
558 2015, the County will pay for the entire premium increase which exceeds 6%.

559 2020 Employees will pay 7.4 % of the total annual premium for 2017. However, if the  
560 total annual premium for 2017 is 6% or higher than the total annual premium for  
561 2016, the County will pay for the entire premium increase which exceeds 6%.  
562 2021 Employees will pay 7.4 % of the total annual premium for 2018. However, if the  
563 total annual premium for 2018 is 6% or higher than the total annual premium for  
564 2017, the County will pay for the entire premium increase which exceeds 6%.

565  
566 Individuals employed after December 31, 2008 shall contribute towards the cost of the Single  
567 Plan per month as follows:

568  
569 2019 Employee will pay 12% of the total annual premium for 2016. However, if the  
570 total annual premium for 2016 is 6% or higher than the total annual premium for  
571 2015, the County will pay for the entire premium increase which exceeds 6%.  
572 2020 Employee will pay 12% of the remaining premium for 2017 once the contract is  
573 signed. However, if the total annual premium for 2017 is 6% or higher than the  
574 total annual premium for 2016, the County will pay for the entire premium  
575 increase which exceeds 6%.  
576 2021 Employee will pay 12% of the total annual premium for 2018. However, if the  
577 total annual premium for 2018 is 6% or higher than the total annual premium for  
578 2017, the County will pay for the entire premium increase which exceeds 6%.

579  
580  
581 **Family Plan**

582  
583 Individuals employed as of December 31, 2008 shall contribute towards the cost of the Family  
584 Plan (including Single) as follows:

585  
586 2019 Employees will pay 19.5 % of the total annual premium for 2016. However, if the  
587 total annual premium for 2016 is 6% or higher than the total annual premium for  
588 2015, the County will pay for the entire premium increase which exceeds 6%.  
589 2020 Employees will pay 19.5 % of the total annual premium for 2017. However, if the  
590 total annual premium for 2017 is 6% or higher than the total annual premium for  
591 2016, the County will pay for the entire premium increase which exceeds 6%.

592 2021 Employees will pay 19.5 % of the total annual premium for 2018. However, if the  
593 total annual premium for 2018 is 6% or higher than the total annual premium for  
594 2017, the County will pay for the entire premium increase which exceeds 6%.

595

596 Individuals employed after December 31, 2008 shall contribute towards the cost of the Family  
597 Plan (including Single) per month as follows:

598

599 2019 Employee will pay 22% of the total annual premium for 2016. However, if the  
600 total annual premium for 2016 is 6% or higher than the total annual premium for  
601 2015, the County will pay for the entire premium increase which exceeds 6%.

602 2020 Employee will pay 22% of the remaining premium for 2017 once the contract is  
603 signed. However, if the total annual premium for 2017 is 6% or higher than the  
604 total annual premium for 2016, the County will pay for the entire premium  
605 increase which exceeds 6%.

606 2021 Employee will pay 22% of the total annual premium for 2018. However, if the  
607 total annual premium for 2018 is 6% or higher than the total annual premium for  
608 2017, the County will pay for the entire premium increase which exceeds 6%.

609

#### 610 **Parent with Child(ren) Plan**

611

612 Individuals employed as of December 31, 2008 shall contribute towards the cost of Parent with  
613 Child(ren) (including Single) as follows:

614

615 2019 Employees will pay 19.3 % of the total annual premium for 2016. However, if the  
616 total annual premium for 2016 is 6% or higher than the total annual premium for  
617 2015, the County will pay for the entire premium increase which exceeds 6%.

618 2020 Employees will pay 19.3 % of the total annual premium for 2017. However, if the  
619 total annual premium for 2017 is 6% or higher than the total annual premium for  
620 2016, the County will pay for the entire premium increase which exceeds 6%.

621 2021 Employees will pay 19.3 % of the total annual premium for 2018. However, if the  
622 total annual premium for 2018 is 6% or higher than the total annual premium for  
623 2017, the County will pay for the entire premium increase which exceeds 6%.

624

625 Individuals employed after December 31, 2008 shall contribute towards the cost of Parent with  
626 Child(ren) (including Single) as follows:

627

628 2019 Employee will pay 22% of the total annual premium for 2016. However, if the  
629 total annual premium for 2016 is 6% or higher than the total annual premium for  
630 2015, the County will pay for the entire premium increase which exceeds 6%.

631 2020 Employee will pay 22% of the remaining premium for 2017 once the contract is  
632 signed. However, if the total annual premium for 2017 is 6% or higher than the  
633 total annual premium for 2016, the County will pay for the entire premium  
634 increase which exceeds 6%.

635 2021 Employee will pay 22 % of the total annual premium for 2018. However, if the  
636 total annual premium for 2018 is 6% or higher than the total annual premium for  
637 2017, the County will pay for the entire premium increase which exceeds 6%.

638

639 **Employee and Spouse Plan**

640

641 Individuals employed as of December 31, 2008 shall contribute towards the cost of Employee &  
642 Spouse (including Single) as follows:

643

644 2019 Employees will pay 19.9 % of the total annual premium for 2016. However, if the  
645 total annual premium for 2016 is 6% or higher than the total annual premium for  
646 2015, the County will pay for the entire premium increase which exceeds 6%.

647 2020 Employees will pay 19.9 % of the total annual premium for 2017. However, if the  
648 total annual premium for 2017 is 6% or higher than the total annual premium for  
649 2016, the County will pay for the entire premium increase which exceeds 6%.

650 2021 Employees will pay 19.9 % of the total annual premium for 2018. However, if the  
651 total annual premium for 2018 is 6% or higher than the total annual premium for  
652 2017, the County will pay for the entire premium increase which exceeds 6%.

653

654 Individuals employed after December 31, 2008 shall contribute towards the cost of Employee &  
655 Spouse (including Single) as follows:

656

657 2019 Employee will pay 22% of the total annual premium for 2016. However, if the  
658 total annual premium for 2016 is 6% or higher than the total annual premium for  
659 2015, the County will pay for the entire premium increase which exceeds 6%.

660 2020 Employee will pay 22% of the total remaining premium for 2017 once the contract  
661 is signed. However, if the total annual premium for 2017 is 6% or higher than the

662 total annual premium for 2016, the County will pay for the entire premium  
663 increase which exceeds 6%.

664 2021 Employee will pay 22% of the total annual premium for 2018. However, if the  
665 total annual premium for 2018 is 6% or higher than the total annual premium for  
666 2017, the County will pay for the entire premium increase which exceeds 6%.

667

668 The County agrees to continue its \$3.00 weekly payment for Dental Insurance  
669

670 Employees shall be responsible for the payment of premiums through payroll deduction.  
671

672 The County will pay ½ of the premium for health insurance for employees who retire from  
673 County employment after 24 years of service except employees that are eligible under Section 2  
674 of this article. Upon proof of other Affordable Care Act Health Insurance coverage and  
675 employee may waive county coverage and receive a monthly stipend of \$ 250 before taxes.  
676

677 **Life Insurance.** The Employer shall offer as an option to employees up to their annual salary  
678 rounded to the next one thousand dollars (\$1,000.00) of life insurance coverage under the State  
679 Retirement System; the Employee will pay up to fifteen cents (15 per One Thousand Dollars  
680 (\$1,000.00) per week, the remaining premium to be paid by the employer. Any such amounts  
681 are to be deducted from the employee's pay as a weekly payroll deduction. All requests for  
682 coverage from the employee must be in writing.

683

684 **Retirement – M.P.E.R.S.** The Employer shall offer the option to employees to participate in the  
685 Maine Public Employees Retirement System under the options selected and in effect as of  
686 January 1, 1998.

687

688 **Deferred Compensation Program.** The Employer shall offer as an option effective July 1,  
689 1997, a Deferred Compensation program in accordance with the Plan administrated through  
690 VOYA. Upon date of hire employees may elect to participate in the Deferred Compensation  
691 Plan.

692 An employee who elects to participate in the Deferred Compensation plan shall authorize  
693 payroll deductions of at least Six Hundred Dollars (\$600.00) per year for contribution to the  
694 Plan. The County shall contribute an equal amount to the plan on behalf of the employee up to  
695 seven percent (7 %) of the employee's base pay for the calendar year after nine (9) months of  
696 completed service. The employee's election can be on all hours worked. County match is only  
697 on Base hours, not overtime.

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

#### ARTICLE 14 - HOURS OF WORK

Work Schedules Bargaining Unit employees shall work a forty (40) hour workweek. Work schedules are determined by the Director. No schedule change may be made by the Director unless he has provided prompt notice to the Union of the proposed schedule change. Within fifteen (15) days of the notification to the Union, the Director agrees to meet with representatives of the Union to discuss the change and its impact on employees. If the parties to this meeting agree on further changes, the new schedule may be implemented immediately. However, if the parties do not agree on the schedule or any further changes, the Director may implement the proposed schedule after posting said schedule and notifying all affected employees in writing at least fifteen (15) days before the effective date of the change of schedules. Nothing herein shall prevent the director from changing the work schedule, immediately and without notice, for the purpose of meeting emergency situations over which the employer has no control.

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

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

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

4

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

8

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

12

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

18

19 **Previously Approved Time Off.** Previously approved time off, including vacation time, sick  
20 time, comp time or personal leave, shall be considered hours worked for the purpose of  
21 calculating overtime if an employee is forced to work during that pay period. If an employee  
22 works extra hours during the week that included previous approved time off, the employee will  
23 have the option of replacing the used leave time hour for hour for the extra hours worked in the  
24 same week. This will be executed on a one year trial program.

25

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

29

30

#### ARTICLE 15 - OVERTIME AND COMPENSATORY TIME

31

32 Time and one-half the employee's regular hourly rate of pay shall be paid for all hours worked  
33 beyond forty hours per week. Any such overtime work must be approved in advance by the  
34 Director or his designee. By mutual agreement between the Director and the employee, the  
35 employee may request compensatory time (comp time) in lieu of overtime and based on the  
36 same rate as overtime. If requested and approved, Comp Time shall be used within sixty (60)



1 days of the time earned, unless the Director approves otherwise, but in no case may Comp  
2 Time be taken more than ninety (90) days after earned. If said ninety (90) days expire and  
3 Comp Time remains unused, the employee will be paid for the overtime worked. In no case  
4 shall Comp Time be accumulated.

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

12  
13 **ARTICLE 16 - COURT TIME**

14  
15 Whenever an employee is required to appear in court in his official capacity on a scheduled day  
16 off or during non-duty hours of a day on, the employee shall receive one and one-half (1½)  
17 times his regular rate of pay for hours so spent. If the employee is required to appear on a  
18 vacation day, he shall receive double pay. In any event, the employee shall receive the wages  
19 described above or four- (4) hours of pay at straight rate, whichever is greater, for court  
20 appearances.

21  
22 **ARTICLE 17 – BULLETIN BOARDS**

23  
24 The Employer agrees to furnish and maintain one suitable bulletin board in the employee  
25 lounge. The Union shall limit its posting of notices and bulletins to such bulletin board. No  
26 material demeaning to the Employer, political in nature or advocating an illegal activity may be  
27 posted.

28  
29 **ARTICLE 18 - UNION ACTIVITIES**

30  
31 The Employer agrees that during work hours, and without loss of pay, up to two (2) Union  
32 representatives shall be allowed to attend negotiation sessions, provided seven (7) days  
33 advance notice is given to the Director and such attendance does not interfere with the  
34 operation of the Center.

35

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

5  
6 Duly authorized representatives of Council 93, shall be permitted access into work areas for the  
7 purpose of transacting business within the scope of representation. Such activities will not  
8 interfere with the performance of employee(s) duties or violate the County's security policies.

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

12  
13 The duly authorized representative will, in all cases of access, notify the person in charge of the  
14 facility or his designee, of his presence. Access shall not be unreasonably denied.

15  
16 **ARTICLE 19 - WORK RULES**

17  
18 Such rules shall not contradict the terms of the Agreement. The Director shall post any new  
19 work rule or modification of any existing work rule at least five (5) work days, Monday through  
20 Friday, before it becomes effective, unless unable to do so because of an emergency. A copy of  
21 all existing work rules and any changes shall be made available to all employees affected by the  
22 change.

23  
24 **ARTICLE 20 - DEFINITIONS**

25  
26 **Director** - shall mean the Director of the Penobscot Regional Communications Center.

27 **Deputy Director**—shall mean Deputy Director of the Penobscot Regional Communications  
28 Center

29 **Bargaining Unit** - shall mean the Telecommunications Bargaining Unit.

30 **Board of Directors** - shall mean the Board of Directors of the Penobscot Regional  
31 Communications Center.

32 **Workday** - Workday, for the purposes of Articles 7 and 12, shall mean any day, Monday  
33 through Friday, excluding holidays recognized in this Agreement.

34 **Day** - means calendar day unless specific wording means otherwise.

35 **Emergency** - or Emergency Situation means an unforeseen circumstance over which the  
36 employer has no control.

1 **Shift** - means the block of time during the day when the employee is scheduled to be on duty.  
2 **Schedule** - means the configuration of shifts that make up the workweek.  
3 **Schedule Opening** -means an unfilled shift or shifts in the schedule  
4 **Vacancy** - means an unoccupied, budgeted, full-time position which has no permanent  
5 employee assigned to it.  
6 **Immediate Family** - shall include spouse or significant other, parents, children, brother, sister,  
7 grandparents, grandchildren, step parents, step children or step grandchildren  
8 **Extended Family** – shall include father-in-law, mother-in-law, grandparents-in-law, brother-in-  
9 law, sister-in –law.  
10 **Significant Other** – means a relationship that exists between an employee and some other  
11 person whom are not married, that is intended to remain indefinitely, where there is joint  
12 responsibility for each other’s common welfare, where there are significant shared financial  
13 obligations and the employee and other person live together in a shared primary residence.  
14 The relationship must have existed for at least six months before benefits may be provided  
15 under this agreement. The Director shall, in his or her discretion, determine whether a  
16 significant other relationship exists.

17  
18  
19

#### ARTICLE 21 - REIMBURSABLE EXPENSES

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31

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

32  
33  
34

#### ARTICLE 22 - TRAINING

35 Any and all required training sessions and schools conducted outside the department and  
36 attended by members of the unit will be done so with the Employer paying for such time at the

1 employee's regular rate of pay. Should the time spent in actual training exceed the hours of the  
2 employee's regularly scheduled work week, the employee shall be paid one and one-half (1 ½)  
3 times their regular rate of pay for such excess time. The employee shall receive a total of two  
4 (2) hours pay for all travel time, regardless of the actual travel time, for training attended beyond  
5 a thirty (30) mile radius of Bangor. The two (2) hours paid for travel time shall be considered  
6 hours worked for the purpose of calculating over-time. If the travel time is greater than two (2)  
7 hours than the employee will be paid for the actual travel time.

8  
9 The Director must approve all paid training. The employer agrees to attempt to maintain a list of  
10 eligible applicants for the purpose of filling schedule vacancies. It is also agreed that in the  
11 event of a schedule vacancy, the employer will expedite training and hiring process in order to  
12 fill the vacancy with a permanent employee.

#### 13 14 15 **ARTICLE 23 - PROBATIONARY EMPLOYEES**

16  
17 **Initial Probation.** Unit employees will serve a probationary period of nine (9) months from the  
18 date of full-time hire. Any unpaid leave used by a probationary employee shall not be credited  
19 as part of their probationary period. During the probationary period, the employee may be  
20 terminated by the Employer without recourse to the grievance and arbitration procedure.

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

#### 24 25 **ARTICLE 24 - MANAGEMENT RIGHTS**

26  
27 The Union agrees that except as explicitly limited by specific provisions of this Agreement,  
28 Management has all rights and authority to manage its operation and direct its work force in  
29 accordance with its judgment. The Union further recognizes the right of Management to  
30 establish rules and regulations so long as such rules and regulations are not inconsistent with  
31 the provisions of this Agreement.

#### 32 33 **ARTICLE 25 - NO STRIKE - NO LOCKOUT**

34  
35 The services performed by the employees included in this Agreement are essential to the public  
36 health, safety, and welfare. There shall be no interruption of the work for any cause whatsoever,

1 nor there be any work slowdown or other interference with public services. The Employer  
2 agrees that no lockout will occur during the term of this contract.

3  
4

5 **ARTICLE 26 - SEPARABILITY AND SAVINGS CLAUSE**

6

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

14

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

22

23

24

**ARTICLE 27 - WAGES**

25

26 **Ranges and Rates.** The Pay Ranges and Rates by classification effective on the day of  
27 acceptance of this Agreement by the Parties, negotiated by the Employer and the Union shall  
28 be adjusted by 2.0% for 2019; 2.5% for 2020; and 2.0%% for 2021, as set forth below:

29

	Telecommunications Operator Pay Range 13						
	1	2	3	4	5	6	7
2019	16.55	17.26	17.99	18.72	19.41	20.15	20.87
2020	16.97	17.69	18.44	19.18	19.90	20.65	21.39
2021	17.31	18.04	18.81	19.57	20.29	21.06	21.82

13-06A

	1	2	3	4	5	6	7
2019	18.71	19.40	20.15	20.86	21.56	22.30	23.02
2020	19.17	19.89	20.65	21.38	22.10	22.85	23.60
2021	19.56	20.28	21.06	21.81	22.54	23.31	24.07

Telecommunications Supervisor

Pay Range 16

	1	2	3	4	5	6	7
2019	22.66	23.57	24.47	25.39	26.29	27.20	28.06
2020	23.23	24.16	25.08	26.02	26.94	27.88	28.76
2021	23.70	24.64	25.58	26.54	27.48	28.44	29.34

1  
2  
3  
4

Call Takers

	1	2	3	4	5	6	7
2019	15.81	16.48	17.19	17.91	18.67	19.47	20.30
2020	16.21	16.90	17.62	18.36	19.13	19.96	20.81
2021	16.53	17.23	17.97	18.73	19.52	20.36	21.22

5  
6  
7  
8  
9  
10  
11

The wage increases for 2019 set forth above shall be retroactive to January 1, 2019.

Further, the County agrees to pay a \$1.00 per hour stipend to operators who are designated by the Director to cover a shift, or portion thereof, in a supervisory capacity during those periods when no Telecommunications Supervisor or Senior Operator is on duty.

Further, the County agrees to pay a \$1.00 per hour stipend to operators who are designated by the Director to act as a Field Training Officer (FTO) when such officers are actually working as an FTO.

**Promotion and Demotion:** A promotion shall be defined as being employed in a job that is in a higher pay range than the previous job. When an employee is promoted Senior Operator or Supervisor position he/she will be placed in the intermediate step of the new range that gives at least a five (5) percent increase, and will remain in that range for twelve (12) months from the date of promotion. When a Call-Taker transitions to the position of Dispatcher, they will move

1 into the Dispatcher pay scale, but at a step that is closest to their current step but not lower. In  
2 no case will the employee be paid above his/ her appropriate job rate.

3  
4 A demotion shall be defined as being employed in a job that is in a lower pay range than the  
5 previous job. When an employee is demoted he/she will be placed in the pay range and step  
6 applicable to the new classification. In no case will the employee be paid above his/ her  
7 appropriate job rate.

8

9

**ARTICLE 28 – LABOR/MANAGEMENT MEETINGS**

10

11 During each calendar year, Labor or Management may request a meeting to discuss  
12 labor/management issues. Such request must be made to the Department Head or the  
13 Bargaining Agent. The party requesting such meeting must provide a written agenda to all  
14 participants at least seven (7) days prior to the meeting. No party may request more than four  
15 (4) meetings in a calendar year unless the other party agrees.

16

17

18

**ARTICLE 29- RECRUITMENT & RETENTION**

19

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

24

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

28

29

**ARTICLE 30 - TERM OF AGREEMENT AND TERMINATION**

30

31 **Term of Agreement.** The term of this Agreement shall be effective upon signing through  
32 December 31, 2021 unless otherwise noted in this contract or by side bar agreement.

33

34 **Termination.** This Agreement shall remain in full force and effect until December 31, 2021. It  
35 shall be automatically renewed from year to year thereafter unless either party shall notify the  
36 other in writing at least one hundred twenty (120) days prior to the anniversary date that it

1 desires to modify this Agreement. In the event that such notice is given, negotiations shall begin  
2 not later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full  
3 force and be effective during the period of negotiations.

4

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

8

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

13

14 IN WITNESS of their Agreement, the parties have set their signatures below this 04<sup>th</sup> day of  
15 June, 2019.

16

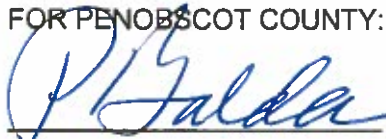
**SIGNATURES**

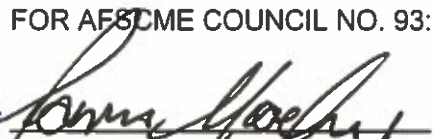
17

18 FOR PENOBSCOT COUNTY:

FOR AFSCME COUNCIL NO. 93:

19





21 Peter K. Baldacci, Chair

James Mackie, Staff Representative

22



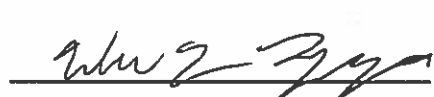


24 Laura Sanborn, Commissioner

Blake Miller, Union Steward

25





27 Andre Cushing, Commissioner

William Lovejoy, Union Steward