

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, 2027

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2 **ARTICLE 1 – PREAMBLE**

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

7
8 1. Pursuant to the provisions of the Municipal Public Employees Labor Relations Law, the
9 parties hereto have entered into this Agreement in order to establish mutual rights,
10 preserve proper employee morale, and to promote effective and efficient operations.

11
12 2. The parties hereby mutually agree that no County employee will be discriminated against
13 on the basis of his or her membership, participation, or non-participation in the activities of
14 the Union.

15
16 3. The County agrees to continue its established policy against all forms of illegal
17 discrimination, including a) discrimination with regard to race, creed, color, national origin,
18 sex, marital status, age, physical or mental disability unless based upon a bona fide
19 occupational qualification; and b) intimidation or harassment on the basis of race, creed,
20 color, national origin, sex, marital status, age, physical or mental disability. The Union
21 agrees to support this policy.

22
23 The Union agrees to continue its policy to admit all members to membership and to represent all
24 members without regard to race, creed, color, national origin, sex, marital status, age, physical
25 or mental disability.

26
27 The Union agrees to support the County's current Affirmative Action Program which complies
28 with or is mandated by applicable State and Federal law.

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

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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, Communications Supervisors, and Senior Operators pursuant to the Voluntary Recognition Agreement.

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

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

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

ARTICLE 5 - HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King Day	Presidents' Day
Veterans' Day	Thanksgiving Day
Patriots' Day	Day after Thanksgiving Day
Memorial Day	Day before Christmas Day
Juneteenth	Christmas Day
Independence Day	

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

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

To be eligible for holiday pay, the employee must have worked their last scheduled workday prior to the holiday and their first scheduled workday after the holiday, unless on an approved

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

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

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

ARTICLE 6 - SENIORITY

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

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

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

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

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) year 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 at
190 the sole discretion of management.

191

192

ARTICLE 7 – VACATIONS

193

194 Full-time employees shall accrue two (2) weeks' vacation beginning at each year of service. An
195 employee may take one (1) week of entitled vacation after six (6) 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. At the
198 beginning of five (5) years of completed service, an employee shall accrue to three (3) weeks
199 vacation for each year of completed service accumulated up to five (5) weeks. At the beginning
200 of ten (10)) years of completed service, an employee shall accrue four (4) weeks vacation for
201 each year of completed service, accumulated up to six (6) weeks. At the beginning of fifteen (15)
202 years of service, an employee is entitled to five (5) weeks vacation, accumulated up to seven (7)
203 weeks. Accumulated vacation pay will be paid to the employee upon retirement or termination or
204 to the beneficiary upon death. If an employee is unable to take his vacation due to an
205 emergency declared by the Executive Director, the employee will be paid in December for
206 vacation time in excess of that which can be accumulated.

207

208 For the purpose of accruing vacation leave, a week is equal to Forty-Two (42) hours.

209 Employees will accrue each month 1/12 of the total hours they are eligible to earn for the year
210 rounded up to 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 or their designee. Vacation requests after the initial sign-up
227 period are considered on a first-come, first-served basis. Such requests must be submitted in
228 writing (emergency leave may be verbal) prior to the vacation time requested in order to be
229 considered by the Director or their designee. Approved vacation leave shall be utilized at
230 straight rate based on the individuals work schedule in effect at the time the vacation was
231 approved. Unauthorized Leave 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-Two (42) 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. Employees shall start to accrue sick leave from their date of full-time hire and may
254 use paid sick leave upon hire. Any accumulation over ninety (90) days shall be placed in a sick
255 leave bank which can be used by the employee for any long-term illness. Any such time shall
256 not be calculated for pay at time of separation except as set forth below for retirees. At the time
257 of separation in good standing from the County, those employees with fifteen (15) or more
258 consecutive years of service with the County shall be paid one-half (1/2) of their accumulated
259 sick leave not to exceed thirty (30) days paid at their current rate of pay as of the date of
260 separation. If the employee's separation is a retirement, the employee with fifteen (15) years of
261 consecutive years of service is also entitled to be paid upon said retirement, three (3) weeks at
262 base rate from their leave accumulated in the sick leave bank. At the time of separation in good
263 standing from the County, those employees with twenty-five (25) or more consecutive years of
264 service with the County shall be paid one-half (1/2) of their accumulated sick leave not to
265 exceed forty-five (45) days paid at their current rate of pay as of the date of separation. If the
266 employee's separation is a retirement, the employee with twenty-five (25) years of consecutive
267 services is also entitled to be paid upon said retirement four (4) weeks at base rate from their
268 leave accumulated in the sick leave bank. Sick leave deductions shall be on an hourly basis.

269

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

274

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

278 Employees on paid leave shall continue to accrue sick leave benefits. Employees on unpaid
279 leave shall not be entitled to the accrual of sick leave benefits for the duration of such unpaid

280 leave. Employees on intermittent unpaid leave, and who work an average of one-half (1/2) of
281 their normal work hours in a calendar month shall be entitled to the accrual of sick leave
282 benefits for that calendar month.

283

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

286

287 **Sick Leave Compensatory Time.** Those employees who do not use sick leave in a calendar
288 month shall be awarded two (2) hours incentive time to be converted to vacation leave for that
289 calendar month. Such time will be applied on the first pay period of the following month.

290

291 **Personal Leave.** Employees shall be allowed to designate from their allotment of ninety-six (96)
292 hours sick leave per calendar year, twenty (24) hours to be used as personal leave. Personal
293 leave will be allowed for all personal, religious, business or family matters. Employees will give
294 the County forty-eight (48) hours notice of their intent to use this leave. An employee's request
295 to use their personal leave shall not be arbitrarily or unreasonably denied. Personal leave must
296 be used in the calendar year.

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

306

307 If the Director has requested a second opinion and that opinion concurs with the opinion of the
308 employee's health care provider certifying the employee's fitness for duty, the employee shall be
309 reimbursed for the work time difference between the original date of return and the second
310 opinion clearance date. Any time between the dates the health care provider issues the written
311 clearance for return to duty and the employer's receipt of the clearance shall be deducted from
312 the time difference considered for payment.

313

314 The County shall not be responsible for the costs of any treatment prescribed for the employee
315 and it is the employee's responsibility to seek treatment when appropriate and to obtain the
316 necessary clearances to return to work. The employee is not prohibited from submitting the
317 costs of such treatment to the County's health or workers' compensation insurers if appropriate
318

319 **Article 8-A - Earned Paid Leave**
320

321 Effective January 1, 2021, Maine's Earned Paid Leave Law allows employees to earn one (1)
322 hour of paid leave for every 40 hours the employee works per year. The amount of time an
323 employee can earn during a one-year period is capped at 40 hours. This leave time is not
324 additional leave over and above any other paid leave time available to an employee under this
325 contract as long as the employee has at least 40 hours of accrued time. An employee will use
326 sick and/or vacation time pursuant to Articles 7 and 8. The first 40 hours of that time will
327 concurrently be designated, with the exception of time used in one calendar week blocks earned
328 paid leave time under the Earned Paid Leave Law. The employee may determine whether the
329 earned leave time will be counted under their accrued sick or vacation time, and the accrued
330 banked time will be reduced accordingly. Once the earned paid leave time is exhausted,
331 requests for time off will be counted toward either sick or vacation time, in accordance with and
332 as defined by those Articles. If, at the time leave is requested, the employee does not have
333 available and accrued sick or vacation time but qualifies for earned paid leave based on the
334 formula of earning one (1) hour of paid leave for every 40 hours the employee works per year,
335 then the employee will be entitled to leave under the Earned Paid Leave.
336

337 During these 40 hours of qualifying earned paid time, the vacation and sick Articles apply to the
338 extent that they do not conflict with the following provisions.
339

340 **Definitions.**

341 A. "Year" for purposes of accrual of earned leave begins on the employee's date of hire.

342 B. Use of leave.

343 1. An employee may not use leave before the employee has been employed by Penobscot
344 County for 120 calendar days.

345 2. Leave may be taken in increments of one (1) hour.

346 3. Notice

347 a. Absent an emergency, illness or other sudden necessity for taking earned leave, an
348 employee must give four (4) weeks advance notice as per Article 7 to the employee's

349 Supervisor of the employee's intent to use earned leave. Use of leave will be approved
350 unless the requested leave would create an undue hardship on the Department as
351 reasonably determined by the Supervisor.

352 b. Notice required for an emergency, illness or other sudden necessity must be
353 reasonable under the circumstances, recognizing that advance notice may not be
354 feasible. In such circumstances, an employee shall make a good faith effort to provide
355 as much notice as is feasible under the circumstances to the Department of the
356 employee's intent to use leave.

357 C. Carry over. An employee may carry-over up to forty (40) hours of earned paid leave to the
358 following year, but carried-over time is counted toward the annual maximum accrual. For
359 example, if an employee carries over thirty (30) hours of leave, the employee may earn an
360 additional ten (10) hours of leave in the new year. If an employee carries over forty (40) hours
361 of leave, then the employee will have immediately reached the limit for the new fiscal year.

362 D. Treatment of leave upon separation. An employee will not be paid for accrued paid leave
363 upon separation from employment except as otherwise provided for vacation and sick leave
364 under Articles 7 and 8.

365 **ARTICLE 9 - LEAVE OF ABSENCE**

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

376
377 **Paid Family and Medical Leave.** Maine's PFML law will provide up to 12 weeks of paid leave
378 for family leave, medical leave, to deal with the transition of a family member's pending military
379 deployment or stay safe after abuse or violence. This law became effective in October 2023 in
380 accordance with Maine law. The Maine Department of Labor (MDOL) is responsible for the
381 implementation of this new program. Payroll withholdings from employee's pay for the Paid
382 Family Medical Leave program will begin on January 1, 2025, and be transferred to the Maine

383 Paid Family and Medical Leave Fund. ("PFML Fund"). Both the employer and the employee
384 contribute to the PFML Fund. All funds are pooled to pay for future claims and other
385 administrative costs.

386 The State of Maine has set the payroll tax at 1%. The County will cover the full amount in year
387 one (2025). For years Two and Three (2026, 2027), the Unit members will contribute 0.5% as
388 allowable under the law. The County will pay the remainder share, including any increase the
389 State may set.

390

391 **Medical.** Request for medical leaves of absence shall be submitted in writing by the employee
392 to the HR Director with proof from the employee's physician that said leave is necessary. The
393 granting or denial of such request shall be done on a case-by-case basis with the HR Director
394 considering operational requirements, the expected length of the leave of absence and the
395 reason therefore. The granting or denial of such leaves of absences shall be within the
396 discretion of the HR Director and any such denial is subject to the grievance procedure. HR will
397 coordinate leave with the Director or designee for the necessary operation of the department.
398 In addition to accruing seniority while on any unpaid medical leave of absence granted under
399 these provisions, employees shall be returned to the position they held at the time the leave of
400 absence was requested.

401

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

410

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

417

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

420

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

426

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

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

438

ARTICLE 10 - WORKERS' COMPENSATION

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

446

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

449

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

452

453

ARTICLE 11 - DISCIPLINE AND DISCHARGE

454

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

456

457 Warning/Counseling

458 Written reprimand

459 Suspension

460 Corrective Probation

461 Demotion

462 Discharge

463

464 Discipline shall be only for just cause.

465

466 During any meeting with the Director or their designee, should it become apparent that the
467 purpose is to either investigate for a possible disciplinary offense or to discipline the employee,
468 the employee may terminate the meeting until such time as Union Representation can be
469 obtained. Nothing in this Agreement shall prevent the Director or their designee from calling an
470 employee in for counseling purposes. Such counseling shall not be considered disciplinary
471 action, but written documentation of the counseling session may be placed in the employee's
472 personnel file.

473

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

478

479 Counseling: One Year

480 Written Reprimand: Two Years

481 Suspension: Five Years

482 Corrective Probation: Five Years

483 Demotion: Five Years

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

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

ARTICLE 12 - GRIEVANCE PROCEDURE

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

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

Step Two. If the grievance remains unadjusted after Step One, it may be presented by the Union Steward, Union representative or Grievance Committee to the Board of Directors, in writing, within ten (10) working days after the response of the Director is due. The Board and the Union's business agent shall schedule a Step Two meeting to be held between the parties. The

519 Board may act on a grievance through three (3) or more of its members and shall respond in
520 writing to the Union Representative within fifteen (15) working days from the date of the Step
521 Two hearing.

522

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

529

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

543

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

547

548 The purpose of the grievance procedure shall be to settle employee grievances at the lowest
549 administrative level possible and to ensure efficiency in maintaining morale. The time limits for
550 filing grievances at each step are mandatory and the failure to comply therewith at any step of
551 the process shall result in a loss of the right to pursue the grievance. A "working day" shall mean
552 any day, Monday through Friday, excluding holidays, recognized in this Agreement.

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

557

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

563

564 **ARTICLE 13 - INSURANCE AND RETIREMENT**

565

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

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

574 Effective 1/1/2025, the County has offered a higher deductible health insurance plan to
575 members of the unit with details as follows: the plan is a \$2,000 employee/\$4,000 family plan
576 (employee + spouse, employee+ children) that will allow employees to have a Health Savings
577 Account (HSA) which helps with their deductibles. The County will cover the deductibles in its
578 entirety for the first two (2) years of this contract (2024 & 2025) by providing the deductible into
579 the HSA account. On the 3rd year of the contract the County will only contribute 50% of the
580 deductible into the HSA. For new hires as of January 1, 2025, the HSA funds will be deposited
581 in a prorated amount equal to ½ at hire, and the second ½ after 6 months. If a new hire has
582 medical needs for the second payment prior to 6 months, they should make a request in writing
583 to HR and provide the most recent medical summary to be given an advance of the second
584 deposit.

585

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

587

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

589

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

594

595 **Life Insurance.** The Employer shall offer as an option to employees up to their annual salary
596 rounded to the next one thousand dollars (\$1,000.00) of life insurance coverage under the State
597 Retirement System. Any such amounts are to be deducted from the employee's pay as a
598 weekly payroll deduction. All requests for coverage from the employee must be in writing.

599 The Employer shall offer and pay for a life insurance coverage policy with a benefit premium
600 payout equal to the employee's base salary (maximum of 40 hours per week).

601

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

605

606 **Deferred Compensation Program.** The Employer shall offer as an option effective July 1,
607 1997, a Deferred Compensation program in accordance with the Plan administrated through
608 VOYA. Upon date of hire employees may elect to participate in the Deferred Compensation
609 Plan.

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

616

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

620

621

ARTICLE 14 - HOURS OF WORK

Work Schedules Bargaining Unit employees shall work a thirty-six (36) or forty-eight (48) work week on a two-week rotation. Work schedules are determined by the Director. No schedule change may be made by the Director unless the Director 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.

Emergency Rule: The Administration of the Penobscot Regional Communications Center has the right to activate the "Emergency Rule" during times of unmanageable call volume. While the "Emergency Rule" is in effect, employees will be paid 1.5 times their normal rate of pay for their hours worked during the Emergency Rule Declaration.

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.

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

659

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

663

664 **Non-Union Employees Working in the Dispatch Center**---The Director, Deputy Director, or
665 other Non-Union Employees can work in the dispatch center as long as they are not taking
666 overtime away from a bargaining unit employee. They can work in the dispatch center to
667 reduce force-outs if they are available. The Non-Union Employees can only work in the
668 dispatch center if their certifications are still valid.

669

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

676

677 **Time Change.** For employees that work during the Spring Forward shift (lose an hour), they
678 shall be paid for the hours worked with the option to use benefit time if desired. For employees
679 that work the Fall-Back shift (extra hour), they shall be paid for hours worked (13).

680

681 **ARTICLE 15 - OVERTIME AND COMPENSATORY TIME**

682

683 Time and one-half the employee's regular hourly rate of pay shall be paid for all hours worked
684 beyond forty hours per week. Any such overtime work must be approved in advance by the
685 Director or their designee. By mutual agreement between the Director and the employee, the
686 employee may request compensatory time (comp time) in lieu of overtime. Comp time shall be
687 earned at the same rate as overtime rate, and may be accrued to a maximum of one hundred
688 (100) hours in any calendar year. Compensatory time must be used by the end of the calendar
689 year it is earned. The use of compensatory time must be approved by the Director or their

690 designee. Any unused compensatory time will be paid out at the end of the calendar year it is
691 earned in.

692

693 **Overtime Distribution.** Overtime, call-out and force-out procedures will be in accordance with
694 the Penobscot Regional Communications Center Standard Operating Procedures and
695 specifically in accordance with Chapter 5, "Allocation and Distribution of Personnel" of such
696 Standard Operating Procedures, or any amendment thereto. No amendment to Chapter 5 may
697 be made without first negotiating with the union.

698

699

ARTICLE 16 - COURT TIME

700

701 Whenever an employee is required to appear in court in their official capacity on a scheduled
702 day off or during non-duty hours of a day on, the employee shall receive one and one-half (1½)
703 times their regular rate of pay for hours so spent. If the employee is required to appear on a
704 vacation day, they shall receive double pay. In any event, the employee shall receive the wages
705 described above or four- (4) hours of pay at straight rate, whichever is greater, for court
706 appearances.

707

708

ARTICLE 17 – BULLETIN BOARDS

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

713

714

ARTICLE 18 - UNION ACTIVITIES

715

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

720

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

725

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

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

732

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

735

736

ARTICLE 19 - WORK RULES

737

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

743

744

ARTICLE 20 - DEFINITIONS

745

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

747 **Deputy Director**—shall mean Deputy Director of the Penobscot Regional Communications
748 Center

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

750 **Board of Directors** - shall mean the Board of Directors of the Penobscot Regional
751 Communications Center.

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

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

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

757 **Shift** - means the block of time during the day when the employee is scheduled to be on duty.

758 **Schedule** - means the configuration of shifts that make up the workweek.

759 **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, step-siblings, 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 under this agreement. The Director shall, in his or her discretion, determine whether a significant other relationship exists.

ARTICLE 21 - REIMBURSABLE EXPENSES

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 current GSA rates. 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 their designee. The County shall reimburse employees clothing and personal equipment when they are damaged in the course of employment.

ARTICLE 22 - TRAINING

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

hours worked for the purpose of calculating over-time. If the travel time is greater than two (2) hours than the employee will be paid for the actual travel time. All employees will be paid a minimum of two (2) hours for mandatory training sessions. If the mandatory training exceeds 2 hours, they will be paid for the additional hours.

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

ARTICLE 23 - PROBATIONARY EMPLOYEES

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

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

ARTICLE 24 - MANAGEMENT RIGHTS

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

ARTICLE 25 - NO STRIKE - NO LOCKOUT

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

ARTICLE 26 - SEPARABILITY AND SAVINGS CLAUSE

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

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

ARTICLE 27 - WAGES

Ranges and Rates. The Pay Ranges and Rates by classification effective the pay period following the acceptance of this Agreement by the Parties, negotiated by the Employer and the Union shall be adjusted by 4.0% for 2025; 3.5%% for 2026, and 3.5% for 2027 as set forth below:

Dispatcher	Drop	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8-Add	
	2025	24.85	25.72	26.64	27.55	28.41	29.32	30.23	31.14	32.23
	2026	25.72	26.62	27.57	28.51	29.40	30.35	31.29	32.23	33.36
	2027	26.62	27.55	28.54	29.51	30.43	31.41	32.38	33.36	34.53
Senior Operator	Drop	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8-Add	
	2025	27.53	28.39	29.32	30.22	31.09	32.01	32.92	33.92	35.11
	2026	28.49	29.39	30.35	31.28	32.18	33.13	34.07	35.11	36.34
	2027	29.49	30.42	31.41	32.37	33.30	34.29	35.26	36.34	37.61
Supervisor	Drop	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8-Add	
	2025	32.47	33.60	34.72	35.86	36.98	38.13	39.20	40.43	41.84
	2026	33.61	34.77	35.93	37.12	38.28	39.46	40.57	41.84	43.31
	2027	34.79	35.99	37.19	38.42	39.62	40.84	41.99	43.31	44.82

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

865

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

869

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

872

873 **Promotion and Demotion:** A promotion shall be defined as being employed in a job that is in a
874 higher pay range than the previous job. When an employee is promoted Senior Operator or
875 Supervisor position he/she will be placed in the intermediate step of the new range that gives at
876 least a five (5) percent increase, and will remain in that range for twelve (12) months from the
877 date of promotion. In no case will the employee be paid above his/ her appropriate job rate.

878

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

883

ARTICLE 28 – LABOR/MANAGEMENT MEETINGS

884

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

890 **ARTICLE 29- RECRUITMENT & RETENTION**

891
892 **RECRUITMENT**- When a current PRCC employee recruits someone for employment and is
893 indicated on the application, that employee would be eligible for a recruitment stipend. Once
894 the applicant is hired and starts employment the referring employee will receive \$ 250. Once
895 the new employee pass probation the referring employee will receive an additional \$ 250.

896
897 **RETENTION**- Any new employee who has never been employed at Penobscot Regional
898 Communications Center in the past may receive a signing bonus of \$ 500 after the successful
899 completion of the probationary period and one year anniversary of their hire.

900
901 **ARTICLE 30 - TERM OF AGREEMENT AND TERMINATION**

902
903 **Term of Agreement.** The term of this Agreement shall be effective upon signing through
904 December 31, 2027 unless otherwise noted in this contract or by side bar agreement.

905
906 **Termination.** This Agreement shall remain in full force and effect until December 31, 2027. It
907 shall be automatically renewed from year to year thereafter unless either party shall notify the
908 other in writing at least one hundred twenty (120) days prior to the anniversary date that it
909 desires to modify this Agreement. In the event that such notice is given, negotiations shall begin
910 no later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full
911 force and be effective during the period of negotiations.

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

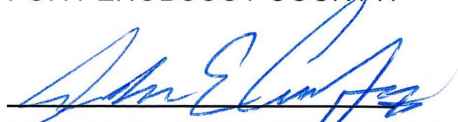
915
916 Reopener Clause – In the event the workload of the Communications Center substantially
917 increases due to consolidation, either party to this agreement may give notice not more than
918 sixty (60) days following the date of consolidation of its desire to bargain the impact of such
919 consolidation


920
921 IN WITNESS of their Agreement, the parties have set their signatures below this Date

922 _____.

925
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FOR PENOBSCOT COUNTY:

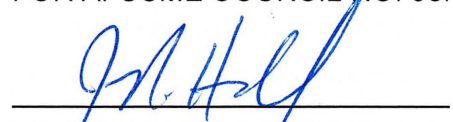

Andre Cushing, Chair



Peter K. Baldacci, Commissioner



Dave Marshall, Commissioner

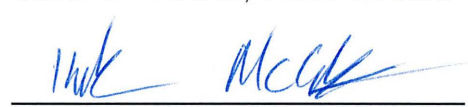
SIGNATURES

FOR AFSCME COUNCIL NO. 93:


John Nuttall, Staff Representative


Brett Crawford, Union Steward


Catherine Bazinet, Union Steward


Kendrick McCarthy, Union Steward