

COLLECTIVE BARGAINING
AGREEMENT

(COMMUNICATIONS

DIVISION) BETWEEN

THE SOMERSET COUNTY
COMMISSIONERS

AND

AFSCME COUNCIL 93

Local 1828-30

Somerset County Dispatchers

July 1, 2023 - June 30, 2026

PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (26, M.R.S.A. § 961-974, as amended), 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.

ARTICLE 1 - RECOGNITION

- A. The employer recognizes the Union as the sole and exclusive bargaining agent for all full-time County employees in the unit for the purposes of negotiating salaries, wages, hours of work and all other working conditions for the said employees within the bargaining unit, and grievance arbitration for all its eligible regularly scheduled employees within the bargaining unit, as determined in accordance with the Municipal Public Employees Labor Relations act (26 M.R.S.A. § 962, as amended), Communications Division: Dispatcher and Dispatch Supervisor. All new employees must meet the standard minimum requirements for certification by a certain date pursuant to State statute.

Employees shall serve a probationary period of twelve (12) months during which time they shall be considered department employees for contractual benefits except for rights afforded under the just cause provision for discipline and discharge.

- B. The parties recognize that when the term "Department Head" appears throughout this contract, it means the Communications Director and/or his designee.

ARTICLE 2 - UNION RIGHTS

- A. Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the agreement is being adhered to, provided, however, that there are no interruptions of the Employer's or employee's working schedule, and providing that the Department Head is notified reasonably in advance.

- B. Check off Authorization

The Employer agrees to deduct the Union membership initiation fee, 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 such collections to the Secretary-Treasurer of the Union on a monthly basis. 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.

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

- C. 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, may be required by the Union to pay to the Union a representation fee. It shall be the Union's responsibility to determine the representation fee to be paid by non-members (see attached appendix A) and the Union shall indemnify the Employer against any and all claims, suits or other liability regarding the determination, collection or enforcement of these representation fees, including attorney's fees and costs.

It shall be the sole responsibility of the Union to collect its dues or representation fees from members and non-members alike. Employees may elect to have their dues or representation fees deducted pursuant to this contract. 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.

D. Bulletin Boards

The Employer agrees to provide suitable space for and maintain a bulletin board in each work location. The Union shall limit its use of the bulletin board to official business, such as meeting notices and Union bulletins.

E. Union Leaders

The Union may designate a President, Vice President, Secretary and an Steward. If it is necessary for Union leader to investigate or process a grievance during working hours, such functions shall be performed without loss of time or pay provided, however, that such functions are mutually scheduled with the Employer and do not interfere with the employee's performance of his/her duties.

F. Union Activities

1. One (1) member or one (1) alternate of the negotiating team shall be allowed reasonable time off without loss of pay to represent the Union on all negotiations mutually scheduled with the County during working hours concerning the collective bargaining agreement.

2. The Union, its representatives, members, and the employees in the bargaining unit agree that they will not investigate, promote, tolerate, or engage in any strike, work stoppage, slowdown, or any other interruptions or interference with the operations or work of the County. In the event that any such persons engage in any such activity, the Union shall promptly notify those so engaged to cease and desist from such activities and to return to their regular duties, and provide a copy of the notification to the Commissioners. Any employee participating in these prohibited activities may be discharged by the Commissioners.

ARTICLE 3 - INDIVIDUAL AGREEMENT

The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE 4 - MANAGEMENT RIGHTS AND DEPARTMENT RULES

The Employer retains all rights and authority to manage and direct its employees and to determine

work shift assignments, except as otherwise specifically provided in this Agreement. The Union acknowledges the right of the Employer to make such rules and regulations governing the conduct of its employees that are not specifically inconsistent with the provisions of the Agreement. Two (2) copies of Department Rules and Changes will be provided to the Union Stewards upon the effective date of any changes.

ARTICLE 5 - PAID LEAVES OF ABSENCE

A. Sick Leave

1. Employees shall earn eight (8) hours sick leave per month for each full month of completed service. Sick leave shall be earned by an employee at the foregoing rate, in any month in which the employee is compensated for forty (40) hours or more hours of actual work. For the purpose of this Article, however, earned vacation time shall be considered as working time. Employees who are scheduled for a shift longer than eight (8) hours shall suffer no loss of pay when they are absent due to illness, provided they have sick time available. The absence shall not qualify for sick leave if any compensation is received pursuant to the Worker's Compensation Act.
2. For Employees hired after July 1, 2015 there will be no sick time buy out, but Employees will be eligible to earn unlimited sick time. In addition, all employees hired between July 1, 2015 and the ratification of this contract will be provided with an additional forty (40) hours of sick time.
3. Employees hired before July 1, 2015 will be allowed one of the two Options below:

Option A: All accumulated sick time over two hundred (200) hours will be paid to the employee in the first paycheck in December of each year of this agreement. If an employee uses his/her sick time during that period (month of December), it will be deducted from the following years' accumulation. After twelve (12) years of service in good standing, regardless of age, employees shall receive $\frac{1}{2}$ of one (1) day's pay for each day of accumulated and unused sick leave up to 200 hours.

Option B: Employees will receive an additional 40 hours of sick time to their sick time accruals. There will be no sick time buy out, but Employees will be eligible to earn unlimited sick time.

Employee must notify the Finance Dept. before June 30th of each fiscal year if they choose Option B. The Employee will not be allowed to opt back in to Option A once they have selected Option B.
4. An eligible employee shall be entitled to sick leave pay when, by reasons of "non-service connected" disability, injury, or illness, she/he is able to perform none of the duties for which she/he is qualified or for medical and dental appointments. Employees may utilize up to five (5) days of their sick leave annually to care for an immediate family members' illness or injuries. Immediate family members are defined as: parent, spouse, children or step-children. The Department Head may grant additional time off as she/he deems necessary for hardship or cause.
5. After three (3) consecutive schedule shifts of absence or after four (4) sick events in a calendar year, the Department Head may in a timely manner request a doctor's certification of illness.

disability or ability to return to work. If the County requests a doctor's note, the County shall pay the co-pay fee for the employee's standard office visit from the employee's primary care physician.

6. Donation of sick leave - Employees may donate accumulated sick leave into a sick leave bank. This sick leave bank is for the sole purpose of donating sick leave hours to other County Employees who meet the following criteria:

- a. All sick leave exhausted
- b. All paid leave exhausted
- c. No income exceeding their base rate of pay

B. Vacations

1. The vacation schedule for all regular employees is as follows:

a. Six (6) months of service	40 hours vacation
b. One (1) year of service	48 hours vacation
c. Two (2) years of service	96 hours vacation
d. Three (3) years of service	104 hours vacation
e. Four (4) years of service	112 hours vacation
f. Five (5) years of service	120 hours vacation
g. Six (6) years of service	128 hours vacation
h. Seven (7) years of service	136 hours vacation
i. Eight (8) years of service	144 hours vacation
j. Nine (9) years of service	152 hours vacation
k. Ten (10) years of service	160 hours vacation
l. Eleven (11) years of service	168 hours vacation
m. Twelve (12) years of service	176 hours vacation
n. Thirteen (13) years of service	184 hours vacation
o. Fourteen (14) years of service	192 hours vacation
p. Fifteen (15) years of service	200 hours vacation
q. Sixteen (16) years of service	208 hours vacation
r. Seventeen (17) years of service	216 hours vacation
s. Eighteen (18) years of service	224 hours vacation
t. Nineteen (19) years of service	232 hours vacation
u. Twenty (20) years of service	240 hours vacation

2. Entitlement to vacation under this Article shall be determined as of the Employee's anniversary date each year. Vacations shall be granted at the Immediate Supervisor's discretion. If the Supervisor denies a vacation request, the Employee will be allowed to carry that forward but must use the vacation time denied within 60 days of their anniversary date.

For the purpose of computing continuous service, it is agreed that time incurred while the employee is absent because of sickness or disability, or on a layoff of less than six (6) months duration, shall be deemed to be time worked.

3. Employees may carry forward no more than one hundred and twenty (120) hours of vacation annually in accordance with the Employee's anniversary date.
4. Employees who separate from service, voluntarily leave his/her employment, retire or are dismissed for cause, after six months (6) said employee shall be entitled to vacation pay for all unused vacation earned in the preceding anniversary year but shall be entitled to pro-rated vacation credits earned in the anniversary year in which the employee separates from service, retires, is dismissed or voluntarily leaves.

In any event that an employee covered hereby dies during the term of this Agreement, his/her accrued vacation credit, if any, shall be paid the wage equivalent to the employee's designated beneficiary.

Form to be provided by the County or if none exists in the employee's personnel file, to the employee's estate.

C. Comp time

No Comp time will be approved.

D. Bereavement Leave.

1. In the event of the death of a spouse or a child of an employee or significant other, the employee shall be granted five (5) scheduled work days leave of absence with full pay to make household adjustments or to attend the funeral services. Three (3) scheduled work days for such purposes shall be granted for the death in the immediate family of an employee or of an employee's spouse's immediate family. "Immediately family" is hereby defined to include parents, person sharing living quarters, brothers, sisters, parents-in-law, grandparents, grandchildren, stepparents, stepchildren, and foster parents.
2. In the event of death of an aunt, uncle, niece, or nephew, an employee shall be granted one (1) Calendar day off with full pay to attend the funeral.

3. The "Department Head" may grant additional time off as she/he deems necessary for hardship or cause.

E. Holidays

1. The following holidays shall be paid holidays for all Department employees:

- | | | | |
|----|--------------------------|----|---------------------|
| a. | New Year's Day | g. | Labor Day |
| b. | Martin Luther King's Day | h. | Columbus Day |
| c. | President's Day | i. | Veteran' s Day |
| d. | Patriot' s Day | j. | Thanksgiving Day |
| e. | Memorial Day | k. | Christmas Day |
| F | Independence Day | l. | ½ Day Christmas Eve |
| m. | One (1) Floating Day | | |

The County will also recognize any holiday declared by the State and Federal Government.

2. The Floating Day must be used within the calendar year during each year of the contract. The day must be requested five (5) days in advance of it being used. If the day is unused, it will be paid during the first paycheck in December. The scheduling of the day off will be approved by and at the discretion of the Immediate Supervisor.
3. **All Holidays** will be recognized on the actual day of the holiday. Employees working the actual holiday shall receive payment of time and a half (1 1/2) for all hours actually worked in addition to holiday pay of eight (12) hours or whatever the normal shift hours are.

F. Military Leave.

1. Full-time regular employees who are members of the National Guard or military reserves unit, and who are required to perform annual military training will be granted reserve service leave, in addition to vacation leave, not to exceed seventeen (17) days in any calendar year. For any such period of reserve service leave, the Employer will pay the employee the difference, if any, between total service pay and for said training duty and the employee's regular compensation. The employee using reserve service leave shall furnish the Immediate Supervisor with an official statement of reserve service received, prior to receiving any pay for the time in service.
2. Full-time regular employees who are members of the National Guard or the military reserve will be granted leave of absence when ordered to active duty for training. Any such leave of absence shall be without pay.

The employee may continue to participate in the group insurance program pursuant to

carrier qualifications by paying the cost of continuing his/her coverage as well as that of his/her dependents during the period of military service.

ARTICLE 6 - UNPAID LEAVE OF ABSENCE

A. Unpaid leave.

An unpaid leave of absence of up to one (1) year may be authorized by the Commissioners at their discretion.

B. Family Medical Leave.

The Employer will integrate the provisions of the Family Medical Leave Act with other leaves in this Agreement. All accrued paid leave must be used for Family Medical Leave. The balance of the family medical leave will be unpaid leave. Article 6 is subject to the Family Medical Leave Act and shall in no way circumvent, change or modify the rights or intent given under the Family Medical Leave Act.

C. Return from Leave.

Employees returning from such leave of absences shall be entitled to previous service counting towards benefits.

ARTICLE 7-TRAINING

- A. Employees will utilize County vehicle, if available, or be paid mileage at the rate of not less than the current State rate per mile for miles traveled in connection with authorized training or other County business. Employees shall receive the minimum required mandatory certification per year paid by the County.

Additionally, the Employee shall be paid at his/her regular rate for all hours in attendance at mandatory training. Mandatory training is any training the employee is scheduled to attend by the Communications Director or his/her designee and to maintain required certifications for their job classification.

- B. Training will be scheduled in such a manner that would minimize the adverse effect on all parties.

C. Course Reimbursement

1. Employees will be reimbursed for the cost of tuition for college, university, or continuing education courses that are work related and approved in advance of taking the course by the Communications Director and the County Commissioners as long as they continue to work for the County for two (2) years after completion of any reimbursed course work and if the employee shall leave before the two (2) years has been reached, the Employee will be responsible for paying the County back the cost of those courses. All courses must be approved in advance by the

Communications Director or his/her designee and will also be contingent on whether or not there is funding in the budget.

2. Work related shall mean a course that is directly related to public safety Communications within the County government. The rate of reimbursement shall be up to the tuition rate charge by the University of Maine. The decision of the Communications Director and the County Commissioners is not subject to arbitration. Payment will be made by the Commissioners upon receipt by the Employee of a transcript showing the grade for the course and a receipt or canceled check for the amount of tuition as follows:
 - a. GPA 2.5 and Greater: 100% reimbursement
 - b. GPA 2.0 to 2.49: 60% reimbursement

D. Payment of College Degrees

Employees possessing a university or college degree in the field of Public Safety Communications or having a direct relationship to the work assignment with the County shall be paid as listed below. The Communications Director and County Commissioners shall approve or disapprove work relationship of the degree. The decision is not subject to arbitration.

1. Masters Degree
 2. B.A. or B.S. Degree
 3. A.A. Degree
- .60 an hour
.50 an hour
.25 an hour

The payment for such degree shall begin when the employee submits proof of such degree and it has been approved. If an employee leaves employment with the County within twenty-four (24) months of completion of any reimbursed course, the employee shall reimburse the County.

ARTICLE - 8 CLOTHING ALLOWANCE AND UNIFORMS

On July 1st of each year dispatch employees will receive a hundred (\$100) dollar clothing allowance to purchase a jacket and sweatshirt as defined by the Communications Director or his designee.

ARTICLE 9- EXAMINATIONS

- A. Physical, mental, or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided the Employer shall pay for all such examinations. Examinations are not to exceed one (1) in any one

(1) year, unless the employee has suffered serious injury or illness during the year. Employees may be required to take examinations during their working hours.

- B. The Employer reserves the right to select its own examiner. The employee may, if she/he believes an injustice has been done to him/her, be re-examined at his/her own expense. In the event of a disagreement between the examiner selected by the Employer and the examiner selected by the employee, the Employer's and the employee's examiner shall, together, select a third-examiner within thirty (30) days whose findings and opinion will be final. The cost of the third (3rd) examination shall be shared equally between the Employer and the employee.

ARTICLE 10 - COMPENSATORY CLAIMS

- A. The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law. The Employer shall provide Workers Compensation protection for all Employees, even though not required by State Law or the equivalent thereof, if the injury arose out of or in the course of employment.
- B. In the event that an employee is injured on the job, the Employer shall pay such employee his/her day's guarantee for that day lost because of such injury. An employee who is injured on the job and sent home or to the hospital, or who must obtain medical attention, shall receive pay at the applicable hourly pay for the balance of his/her regular shift on that day. An employee who has returned to his/her regular duties after sustaining a compensable injury and who is required by the Workers Compensation doctor to receive additional medical treatment during his/her regularly scheduled working hours shall receive his/her regular hourly rate of pay during such time.
- C. No sick benefits or salary shall be paid or accrued while an employee is out of work due to a claimed or compensable illness or injury and collecting Worker's Compensation benefits.
- D. Employees may use any accrued sick leave to provide income only until Worker's Compensation benefits begin. Sick leave benefits covering time also covered by Worker's Compensation benefits shall be returned to the Employer.

ARTICLE 11 - CALL BACKS

Call backs shall be paid at the Employee's applicable rate of pay with a guarantee of two (2) hours per call back. For this purpose, an employee shall be considered called back to work only if the employee has completed his or her normal duty shift before being called back to work. Employees called back to work will not be required to remain on duty after the tasks for which they have been called back have been completed.

ARTICLE 12 - IDENTIFICATION FEES

Should the County find it necessary to require employees to carry or record full personal identification, such requirements shall be complied with by the employees. The cost of such personal identification shall be borne by the County. Any time spent off duty in pursuit of required personal identification shall be compensated for at applicable rates of pay.

ARTICLE 13 - COURT TIME

Employees required to appear or report for court while off duty shall be paid at the applicable rate of pay with a guarantee of three (3) hours.

ARTICLE 14 - WORK IN A HIGHER CLASSIFICATION

At such time as an employee is assigned temporarily by the Immediate Supervisor to a position for which she/he is qualified in a higher classification for a period of fourteen (14) continuous days, including weekends and holidays, the employee shall receive a five percent (5%) increase in pay retroactive to his/her first day in the higher position/classification. Such temporary assignments apply only to supervisory roles involving County employees.

ARTICLE 15-AUTHORIZED DEDUCTIONS

- A. To any banking institution as chosen by the employees.
- B. Deductions shall be on bi-weekly basis and forwarded directly to that banking institution on the employee's behalf.

ARTICLE 16- UNSAFE CONDITIONS OR WORK

- A. Under no circumstances will an employee be required or assigned to engage in any activity involving unsafe equipment or vehicles. Employees are required to notify the Immediate Supervisor directly of any unsafe conditions of work or equipment.
- B. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Employer, the employee, before starting the next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all names and addresses of witnesses to the accident, immediately, but in no event no later than before starting his/her next shift.
- C. The County will continue to ensure that appropriate manning is maintained in order to meet safety and security standards as determined by the Communications Director and approved by the County Commissioners.

ARTICLE 17 - JOB DESCRIPTIONS

Each employee shall be provided with an up-to-date job description of his/her required duties to be performed.

ARTICLE 18 - INSURANCE

- A. The Employer shall provide Worker's Compensation coverage, social security coverage as applicable, dental insurance and health insurance.
- B. All employees may participate in the MMEHT health insurance program. Employees enrolled in the single subscriber plan shall be entitled to this single subscriber coverage at no cost to the employee. Employees enrolled in the dependent health plan shall pay 50% for their dependent coverage minus the single subscriber rate. All health insurance contributions shall be collected by
means of a payroll deduction. The County may change insurance carriers provided the plan is comparable to or better than premium, or may participate in MMEHT 1500 Plan, using the premium savings toward dependent coverage. The County shall pay the employees' portion of dental insurance and vision insurance.
- C. The County has created an IRS 125 Plan for those employees who would be able to make health, dental and vision insurance contributions from pre-tax dollars.
- D. Employees have the option of an insurance buy-out if they can establish with the Human Resource Office that he/she is covered by adequate or health insurance from another source than the coverage provided by the County's current health insurance provider. The eligible employee may choose to receive a sum of money instead of the County's contribution toward his/her health insurance benefit. If the eligible employee chooses this option, he/she will receive an amount
equal to four months of the single subscriber premium. This compensation shall be paid to the employee upon the completion of the 12 month buy-out option period. An employee forfeits this right to buy-out compensation if he/she terminates employment within the buy-out option period.

ARTICLE 19 - PENSION

- A. Through the term of this Agreement, the County shall continue to participate in the Maine PERS (Maine Public Employees Retirement System), pursuant to Maine Public Employees Retirement System's Rules and Regulations.
- B. Employees shall have the option of joining the regular plan AC Maine Public Employees Retirement System **or the new 2C Special Plan offered to Dispatchers**, provided they are eligible. Those employees electing to join the Maine Public Employees Retirement System shall contribute their required portion and the County shall contribute its required portion. However, the County will not contribute to any other deferred income retirement plan.

- C. Employees who do not participate in the Maine Public Employees Retirement System shall have an amount equal to seven and one half percent (7.5%) of their covered compensation (excluding any overtime) deposited by the County into a 457 deferred income retirement plan through Valic, ING or another qualified plan provider of comparable financial strength and on equal or better terms mutually acceptable to the Union and the County. Employees may participate on their own behalf in addition according to the terms and conditions of the plan. The County shall not be required to match the amount equal to its cost toward MSRS.
- D. Employees must be employed for at least six (6) months before being eligible to participate in the 457 deferred income retirement plan. Employees shall receive notice from the Employer of their eligibility date and be responsible for their initial employment. If the employee does not enroll in the 457 plan within thirty (30) days after his or her date of eligibility, then the County will not retro contributions back to the original date of hire.
- E. Upon the termination, resignation or death of an employee the County shall base the County contribution on the employee's regular rate of pay and not on overtime or accrued vacation or sick leave.

ARTICLE 20 - WORK WEEK

The work week shall consist of a schedule as deemed necessary for the proper operation of the Divisions, as required to comply with applicable regulations. The County agrees that the terms of the

schedule (as relates to twelve (12) hour shifts) shall be negotiated with the Union. To the extent practicable, employees shall be scheduled in a manner that will not result in split shifts, split days off or frequent changes in work schedules.

Dispatchers who are scheduled to work over forty (40) hours per week will receive time and one half (1 ½) for all hours worked in excess of forty (40) hours.

Open or vacant shifts may be filled with full time employees first, then with reserves. If that is not possible, such shifts will be filled by full time employees, by wheel of rotation at least ten (10) days prior to the shift that is open. Non-standard Departmental work details will be offered to bargaining unit members within their respective classification by wheel of rotation first before being offered to other qualified bargaining unit members. If the employer is unable to fill those shifts using the preceding criteria, they may then offer the shift/details to part-time employees or other qualified individuals outside the bargaining unit.

ARTICLE 21 - SENIORITY

Definitions: Department Seniority means date of hire within the department; County Seniority means date of hire with Somerset County. **Classification seniority means date**

of promotion into classification.

- A. A Department seniority list shall be established naming all employees covered by this Agreement, with the employee with the greatest seniority (years of service) listed first. Department seniority shall be based upon the employee's total years of service within their Department. Department seniority, for the purpose of this Agreement, shall be the governing factor in all matters affecting layoff, recall, and provided all other qualifications are equal. Seniority lists shall include each employee's date of hire and contain the names of all individuals within the unit. **Dispatch Supervisors will retain their Department seniority and their County seniority by date of hire within Somerset County. Additionally, Dispatch Supervisors will retain seniority within their supervisory classification by date of promotion to supervisor regardless of County and/or Department seniority. In the case of demotion, either by the County, self or Department, seniority and original date of hire would still be in effect for all purposes including shift bidding.**
- B. In the event it becomes necessary for the Employer to lay off employees for any reason, employees shall be laid off based on the criteria contained in Section A. An employee cannot bump up in rank. With regards to bumping rights, an employee may request to bump into a lower job classification provided the employee has successfully served in the lower classification and has maintained the required skills and re-certifications. It is understood that the employee bumped into a lower job classification shall be paid the wage attributed to that position based on years of service. The employee must provide written notice of desire to bump within five (5) days of receipt of layoff. All affected employees shall be recalled from layoff according to their Department seniority. No new employees shall be hired until all employees on layoff status have been afforded recall notices and offered minimal training and re-certifications. For the purpose of layoffs, Department seniority will be based on the most recent date of hire.
- C. The seniority list shall be brought up to date on July 1st of every year and immediately posted thereafter on bulletin boards for a period of not less than ten (10) days, and a copy of the same shall be sent to the Union and to the Steward. Any objection to the seniority list, as posted, must be reported to the Employer within ten (10) days from the date posted or it shall stand as accepted.
- D. All permanent bargaining unit vacancies shall be posted by the Employer for bid as soon as such opening and/or vacancy becomes available. All vacancies shall be posted for a period of ten (10) days. The ten (10) day posting shall be waived if more than three (3) vacancies exist within a division simultaneously.

This provision shall also apply to temporary job openings that are likely to last thirty (30) or more calendar days.

- E. Employees will be allowed to bid on all shifts once annually, in November for January implementation. Rebids will happen within fourteen (14) days of a vacancy.

ARTICLE 22 - PERSONNEL FILES

- A. Insofar as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of employees shall be confidential and shall not be released to any persons other than officials of the department and other County officials, or their agents and/or representatives, except upon a legally authorized subpoena or written consent of an employee.
- B. Upon request, an employee shall have the right to inspect his/her official personnel records. Inspection shall be during regular business hours and shall be conducted under the supervision of the Department. An employee shall have the right to make duplicate copies for his/her own use. No records shall be withheld from an employee's inspection. An employee shall have the right to have added to his/her personnel file a written refutation of any material which she/he considers detrimental within five (5) days of receipt of the material.
- C. Employees shall be given copies of all written reprimands that are placed in their personnel file. The employees shall sign the reprimand acknowledging its receipt. Such signature in no way indicates the employee agrees with its contents.
- D. All discipline infractions placed in an employee's file which are received for an infraction which is less than a suspendable offense shall be purged from the file if there is no disciplinary offense within the next eighteen (18) months subsequent. All serious offenses (suspension but less than dismissal) shall be purged from the file if no recurrence of disciplinary action is received by an employee within a thirty-six (36) month period subsequent to the serious offense.

ARTICLE 23 - HIRING

County policy shall dictate the hiring procedure for the Communications Department. New employees shall be placed on the Wage Scale at Level I, with the exception that a new employee with experience in another Communications Center may make a lateral transfer, and start at the Wage Scale representing one half the number of years' experience accrued. This is not intended for purposes of seniority.

ARTICLE 24 - PROMOTIONS

- A. Eligible bargaining unit employees shall be afforded the opportunity for promotion. In order to be eligible to participate in the promotion process, unit employees must have passed the basic courses and have at least two (2) years-time in grade or three (3) years in the field for which she/he is applying. In addition, employees applying for the promotion must have occupied a position in the job classification immediately lower in classification than the job classification they are applying for.
- B. Management retains the option to hire from outside the Department if no qualified person applies from within the Department. If management exercises this option then all other bargaining unit employees may apply for the position, regardless of rank, years of experience, etc.

C. Promotions to higher ranks shall contain the following elements:

1. 30% - Written examinations
2. 10% - Seniority
3. 30% - Oral Board Interview
4. 30% - Performance evaluation and work record

D. Written examinations shall pertain to requirements related to the job classifications to be filled.

E. The oral board shall recommend the promotion of up to three top candidates after consideration of the elements set forth above. The Communications Director has the right to select one of the top candidates. Promoted employees shall be placed either at the first of the salary scale for the new position or at a step on the salary scale closest to the rate of pay that will be a five percent (5%) increase in their base rate, whichever is higher.

ARTICLE 25 - DISCHARGE OR SUSPENSION

A. Investigation of Employee Misconduct

1. Employees of the Somerset County Communications Center hold a unique status as public employees, and the security of the County and its citizens depends to a great extent upon the manner in which employees of the Department perform their many duties, of contacts and relationships with the public. Out of such contact and relationships may arise questions concerning the actions of members of the Department. Such questions may require prompt investigation by an investigator designated by the Communications Director or other competent authority.
2. To insure that such investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each employee of the Department, the following rules of procedure are established.

B. Rules of Procedure

1. To the extent possible, the interrogation will be conducted at a reasonable time taking into consideration the working hours of the employee and the legitimate interest of the Department. The officer conducting the interrogation shall advise the employee that an official investigation is being conducted. The investigating officer shall inform the employee of the nature of the alleged conduct which is the subject matter of the interrogations and, unless circumstances warrant anonymity, shall identify the complainant. If it is known that the employee is being interrogated as a witness only, she/he shall be informed.
2. The interrogation shall be conducted with as much confidentiality as possible. The interrogation of a member suspected of violating Department rules and regulations shall be limited to questions which are directly related to the member's performance as it relates to the alleged violation.

3. All cases in which an employee is interrogated as to misconduct which, if proven, would likely result in his/her removal from the Department, discharge and where the same can be accomplished without unreasonable delaying or impeding the investigation, she/he shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his/her choosing and/or a representative of the Union before being interrogated, and his/her attorney and/or representative of the Union may be present during the interrogation, but may not participate in the interrogation except to counsel the employee.
4. The investigation will be conducted without unreasonable delay and an employee will be advised of the results of the inquiry.

C. Dismissal, suspension, discipline

1. A non-probationary employee's Communications Director or his/her designee may dismiss, suspend or otherwise discipline an employee only for just cause, except as provided in paragraph A. Cause for dismissal, suspension or disciplinary action must be a just, reasonable, appropriate and substantial reason for the action taken that relates to or affects the ability, performance of duties, authority or actions of the employee or the public's rights or interests.
2. A non-probationary employee may be dismissed by the Communications Director or his/her designee only for cause and only with the prior approval given after a hearing of the County Commissioners or personnel board, except that County employees may be laid off or dismissed, with the approval of the County Commissioners or personnel board, to meet the requirements of budget reductions or governmental reorganization.
3. In every case of suspension or disciplinary action other than dismissal, at the non-probationary employee's request, the County Commissioners or personnel board shall investigate the circumstances and fairness of the action and, if they find the charges unwarranted, shall order the employee's reinstatement to the employee's former position with no loss of pay, rights or benefits resulting from the suspension or disciplinary action.
4. Probationary employees may be dismissed at the Communication Director or his/her designee's discretion.

D. Discipline shall be progressive as follows:

1. Oral warning (documented)
2. Written corrective reprimand
3. Suspension
4. Demotion

5. Discharge

A serious offense may result in discipline at either the 3rd 4th or 5th step.

The parties agree that the Somerset County Communications Center and all its functions are and shall be a drug free workplace. The Communications Director or his/her designee shall have the authority at any time, at his discretion, with an articulable, reasonable suspicion, to require any employee to submit to a random test for presence of any controlled substance, including but not limited to alcohol, marijuana, cocaine, amphetamines, phencyclidine (PCP), or opiates. In exercising this authority, the Communications Director or his/her designee shall establish and from time to time may modify a procedure for testing to assure that appropriate sampling methods are used by qualified personnel and that the results are reliably reported, consistent with standards such as National Institute on Drug Abuse (NIDA) guidelines or equivalent standards mutually agreed upon by the County and the Union. A positive test result, or the refusal to submit to and fully cooperate with testing or retesting, shall be grounds for discipline or discharge under this Article 25, except that no discipline shall be imposed if the positive test result is shown to have been caused by exposure to controlled

substances in the course of the performance of the employees assigned duties for the County. In addition, any employee who tests positive shall avail himself or herself of an appropriate substance abuse or mental health counseling program covered under the health insurance plan covering the employee, and may be required to provide the County with written certification of his or her fitness for work from a qualified health care professional (the costs of obtaining said written certification to be reimbursed to the County) before being permitted to return to work.

ARTICLE 26 - SEPARATION OF EMPLOYMENT

- A. Upon discharge, the Employer shall pay all money, including vacation pay, due to the employee. Upon voluntary resignation, the Employer shall pay all money due to the employee, including vacation pay on the pay day in the week following such resignation.

ARTICLE 27 - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance - A grievance is defined as a dispute concerning the interpretation or application of a specific written term of this Agreement.
2. Grievant - A bargaining unit employee who has completed the initial probationary period.
3. Days - Days shall mean Monday through Friday, excluding legal holidays prescribed by the Agreement.
4. Union - SRCA Somerset Regional Communications Union.

B. Procedure

1. Step 1 - If any employee feels that a grievance exists, she/he shall discuss it with the Communications Director or his/her designee in an effort to resolve it informally. A shop steward may be utilized by the employee at this step of the grievance.
2. Step 2 - If the aggrieved employee is not satisfied with the outcome of the informal procedures, she/he may present the grievance in writing to the Communications Director or his/her designee within ten (10) days after the reason for the grievance occurred, or the grievance shall be deemed to have been waived. The Communications Director or his/her designee shall respond in writing to the grievance within ten (10) days after receiving the grievance and shall give a copy to the shop steward.
3. Step 3 - If the aggrieved employee is not satisfied with the disposition of the grievance at Step 2, she/he may present the grievance to the Union SRSA Executive Board. If it feels the grievance is meritorious, the Union may present the grievance in writing to the Commissioners and the Department Head within ten (10) days after the decision at Step 2. Access to and copies of all pertinent records shall be presented to the Steward and /or Local Union and the Commissioners at the time of denial at Step 2. A shop steward may be utilized by the employee at this step of the grievance. If any grievance adjustment violates the terms of this Contract, the Union may continue the grievance.

At the next regularly scheduled Commissioner's Meeting, providing at least five (5) days-notice

has been given, the Commissioners shall take the matter up with the employee and/or Union in an effort to resolve the grievance. Within ten (10) working days after such meeting, the Commissioners shall render a decision on the grievance.

Step 4 - In the event that the decision of the Commissioners rendered in Step 3 above is not acceptable to the employee, the Union may, within ten (10) days thereafter, request in writing to the Commissioners that the matter be referred to arbitration, but shall not be required to do so if the Union does not believe that the grievance is meritorious. A representative of the Commissioners and a representative of the Union shall attempt to agree on the selection of an arbitrator within ten (10) days after the request is submitted to the Board, but if they are unable to agree on an arbitrator, the Union may, within five (5) days thereafter, request the Maine Board of Arbitration and Conciliation to arbitrate the grievance. A shop steward may be utilized by the employee at this step of the grievance. If any grievance adjustment violates the terms of this Contract, the Union may continue the grievance.

The arbitrator shall have no authority to add to, subtract from, or modify the provisions of the Agreement and shall confine his/her decision to the terms of this Agreement. The arbitrator shall be without power to make any decision which is

contrary to law, which requires the commission of an act prohibited by law, or which violates the terms of this Agreement. If the grievance concerns dismissal, suspension or disciplinary action, the arbitrator shall sustain the action taken by management unless the arbitrator finds by a preponderance of the credible evidence that management did not have just, reasonable, appropriate and substantial reason for the action that relates to or affects the ability, performance of duties, authority or actions of the employee or the public's rights or interests. The arbitrator's decision shall be binding, subject to appeal as provided by law.

C. Miscellaneous

1. The Commissioners and the Union shall equally bear the cost, fees and expenses of the arbitrator.
2. Any grievance shall be submitted in writing on the forms developed by the Commissioners and the Union, and shall specify the article, clause, section and alleged violation of the contract, as well as including a statement of facts surrounding the issue and the remedial action, if any, requested.
3. Any employee has the right to Union representation at any stage of the grievance procedure.
4. The time limits for processing a grievance may be extended orally by mutual agreement and confirmed in writing.
5. Any grievance not initiated or processed in accordance with the procedures herein, shall be deemed waived.
6. All grievance appeals must be responsive to the answer at the previous step.
7. Whenever the Union is grieving on behalf of an employee, the name of the employee(s) must be placed on the grievance form. A grievance may be filed as a class action provided the members *of the class are similarly situated and the class is identified*.
8. Employees may represent themselves in grievance, except arbitration, in accordance with Title 26, provided the Union is given a reasonable opportunity to be present at any grievance meeting and is permitted to state its views on the grievance. No grievance adjustment may be made that violates any terms of this Agreement. Employees electing to represent themselves also agree that the Union is waived from liability regarding the grievance and its representation obligations. Agreements between the employer and the employee without agreement of the Union shall not create any precedent in the interpretation of this contract. If any grievance adjustment violates the terms of this Contract, the Union may continue the grievance.
9. The parties agree that decisions rendered at Step 1 shall not alter or be in conflict with the terms of this Agreement and such decisions are not binding on the Employer and the Union.

ARTICLE 28 - AVAILABILITY OF AGREEMENT

- A.** The Employer shall furnish each present employee (provided they have completed their probationary period) with a copy of the Agreement containing the terms and conditions of their employment.
- B.** The Employer shall also furnish to all new employees a copy of the Agreement upon completion of their probationary period.

ARTICLE 29 - SAVINGS AND SEPARABILITY

- A.** If any Article or section of this Agreement or of any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or of compliance with or enforcement of any Article or section should be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement and of any supplements or riders thereto, 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 restricted, shall not be affected thereby.
- B.** In the event that any Article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after such receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or section during the period of invalidity or restraint. The parties wishing to renegotiate under the terms of this Article must provide the other party with notice to begin such negotiations with twenty (20) days' notice of such decision. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal or economic recourse in support of its demand notwithstanding any provisions of this Agreement to the contrary.

ARTICLE 30 – WAGES - See attached pay scale.

Effective July 1, 2023 the Wage Scale will be adjusted by Three Dollars (\$3.00) on the base across the board. Effective July 1, 2024 the Wage Scale will be adjusted by Two Dollars (\$2.00) on the base across the board. Effective July 1, 2025 the Wage Scale will be adjusted by Two Dollars (\$2.00) on the base across the board. This means all members will have their current rate of pay increased by \$3.00 July 1 2023

\$2.00 July 1 2024

\$2.00 July 1 2025

Starting Wage July 1, 2023– Dispatcher \$20.38

Starting Wage July 1, 2023 – Supervisor \$22.12

Starting Wage July 1, 2024– Dispatcher \$22.38
Starting Wage July 1, 2024 – Supervisor \$24.12

Starting Wage July 1, 2025– Dispatcher \$24.38
Starting Wage July 1, 2025 – Supervisor \$26.12

Longevity

5 years	\$.50
10 years	\$.75
15 years	\$1.00
20 years	\$1.25
25 years	\$1.50

Training Stipend

Dispatchers and/or Supervisors who are assigned by the Director to train new employees will receive one dollar (\$1.00) an hour in addition to their regular rate of pay for each hour in their training capacity.

The Training Stipend does not include time that the new hire is in mandatory training at the MCJA and only includes Com Center specific training. If the Trainer is on vacation or is sick then the vacation/sick pay is to be paid at the regular rate of pay and not the training pay. The Director reserves the right to cease the stipend when he/she deems that the new hire has met the basic training needed after review of daily observations; however, not sooner than the 3 month evaluation. The duration of the training period will be determined by the Director or his/her designee.

Employees shall receive an annual 2.5% increase on base salary upon completion of one (1) year of service and on each subsequent anniversary date. The Communications director and/or his/her designee must complete all evaluations within 30 days of the employees' anniversary date. At no time will the 2.5% wage increase be denied due to an evaluation not being completed in a timely manner.

ARTICLE 31 - DURATION

This Agreement shall be effective from July 1, 2023 and it shall remain in full force and effect until June 30, 2026. This Agreement shall remain in full force and effective during any period of negotiations.

WAGE SCALE COMMUNICATIONS DIVISION

POSITION	STARTING WAGES
DISPATCHER	2023- \$20.38 2024- \$22.38 2025- \$24.38
SUPERVISOR	2023- \$22.12 2024- \$24.12 2025- \$26.12

Employees shall receive a 2.5% wage increase on their current base salary each year on their anniversary date

NIGHT SHIFT DIFFERENTIAL

.40

NIGHT SHIFT IS ANY SHIFT WHERE THE MAJORITY
OF THE HOURS WORKED ARE BETWEEN 1700 AND 0500

BACHELOR DEGREE .50

ASSOCIATES .25

MASTERS DEGREE .60 EMD & EFD STIPEND .60

LONGEVITY

5 years = \$.50 cents

10 years = \$.75 cents

15 years = \$1.00

20 years = \$1.25

25 years = \$150

IN WITNESS WHEREOF, the parties hereto have set their hands and their seals this 21 Day of December, 2022 to be effective as of July 1, 2023 until June 30, 2026.

FOR:

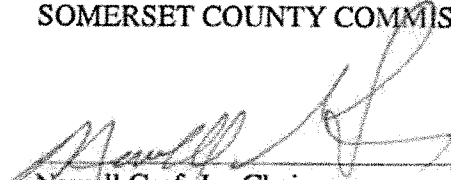
SOMERSET REGIONAL
COMMUNICATIONS CENTER



John Nuttall AFSCME Council 93 Agent

Anthony Gilbert Local 1828-30

SOMERSET COUNTY COMMISSIONERS



Newell Graf, Jr., Chairman




Dean Cray, Vice- Chairman



Cyprien Johnson, Commissioner



Robert Szpak, Commissioner



Lloyd Trafton, Commissioner

Appendix A

COMPLETE THIS FORM ☐ ONLY IF YOU ARE CHOOSING ☐ NOT TO JOIN THE UNION

**American Federation of State, County & Municipal Employees, Council 93, AFL-CIO
6 Rockwood Drive • Manchester, ME 04351 • Phone: (207) 622-6191 • Website: www.afscme93.org
Membership Rejection Statement**

I hereby decline membership in AFSCME Council 93, Local _____ I acknowledge and agree to the following:

1. I have been offered the opportunity to join AFSCME as a dues paying member by signing the attached membership application, but have declined to do so, and as a full dues paying member of the Union in good standing, I would be entitled to full representation at no additional cost to me.
2. If I seek to have the Union represent me in any future proceedings, I shall pay AFSCME the full cost of any representation services that I receive. An initial deposit of one thousand dollars (\$1,000.00) for retainer of services will be submitted along with any supporting documentation to the AFSCME Staff Representative, AFSCME Council 93, 6 Rockwood Drive, Manchester, Maine 04351. This retainer shall be used to pay for initial steps required for representation, attorney services, support services, their expenses, arbitration, arbitrator's services and/or fees, plus any other expenses the Union may rightfully charge for including but not limited to postage, photocopies, duplication of audio or video files, storage disks, transcriptions, etc.
3. Failure to notify the Union in writing of your desire to be represented by the Union, shall constitute a waiver of Union representation.
4. If the cost of representation, as outlined below in the fee schedule, exceeds the one thousand dollar (\$1,000.00) deposit, I agree to pay the balance owed as billed by AFSCME, prior to proceeding with the investigation or to the next progressive step in the grievance procedure. If the undersigned fails to comply with the payment of any/all fees within fifteen (15) days of being invoiced by the Union, I understand that the grievance shall be withdrawn. The contractual grievance procedure time frames shall not be extended pending payment of said invoice.
5. If the cost of representation, as outlined below, is less than the one thousand dollar (\$1,000.00) retainer, the unused portion shall be returned to the undersigned.
6. Pursuant to the Parties Collective Bargaining Agreement, AFSCME is the only party that can appeal a grievance to arbitration.
7. The Union reserves the right to review any and all grievances filed for arbitration, and all grievances shall be subject to the same internal review process as a full dues paying member of the Union.

Fee Schedule as of July 2017*:

Attorney	-	\$250.00/hour plus expenses
Staff Representative	-	\$125.00/hour plus expenses
Research Fees	-	\$100.00/hour plus expenses
Support Services	-	\$75.00/hour
Arbitration	-	<u>All</u> costs incurred in arbitration cluding but not limited to filing fees and expenses

Please print the following information:

Name: _____
Street: _____ City: _____ State: _____ Zip: _____
Job Title: _____ Employer: _____ Work Location: _____
Signature: _____ Date: _____

*This fee schedule is subject to review and change at anytime