

AGREEMENT
BETWEEN
WALDO COUNTY COMMISSIONERS
AND
COUNCIL 93, AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES,
AFL-CIO

GENERAL GOVERNMENT UNIT

LOCAL 2011-06

JANUARY 1, 2021 to DECEMBER 31, 2023

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ARTICLE 1 – PREAMBLE

This agreement entered into by Waldo County Commissioners hereinafter referred to as the Employer, Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 2 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of salaries, wages, hours, and other conditions of employment for all of its full-time positions within the General Government Unit as follows: Administrative Legal Secretary (District Attorney’s Office), Legal Secretary (District Attorney’s Office), Victim Witness Advocate (District Attorney’s Office), Victim Witness Advocate - Property Crime & Restitution (District Attorney’s Office), Probate Administrative Assistant, Deputy Register of Probate, Deputy Register of Deeds, Deeds Clerks, Administrative Assistant to the Sheriff, and Administrative Secretary (Sheriff’s Office) pursuant to the Maine Labor Relations Board certification dated July 2012.

ARTICLE 3 – UNION SECURITY

Section 1: Union Security

The Union agrees to supply the County with a list of members of the Union and the names of the Union Stewards and the names of the Grievance Committee. It shall be the duty of the Union to keep this list up to date.

No employee shall be favored or discriminated against either by the County or by the Union because of membership or non-membership in the Union. The Union recognizes its responsibility as a bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

All employees covered by this Agreement have the right to join, participate, or refrain from joining the Union.

Section 2: County Held Harmless

The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the employer as the result of the action taken by the employer under the provisions of this Article.

ARTICLE 4 – CHECKOFF

Section 1: Withholding of Dues

Upon individually written authorization by an employee, the County agrees to deduct Union dues and benefit contributions bi-weekly from each member. If any member does not have a check coming to him/her, or if his/her check for that particular week is not large enough to satisfy the assessment, the

County will not be responsible for the collection of Union dues from that employee that week. The amount due and owing from that particular employee shall be deducted from the next full paycheck. The aggregate amount collected shall be remitted to the AFSCME Council 93 direct deposit prior to the 15th of each month, with a list of names and amounts withheld from each for the prior month. In no case will the County attempt to collect fines or assessments for the Union except for regular monthly dues.

If an employee chooses not to be a member of AFSCME, he/she must sign a statement to that effect, with a copy given to AFSCME and agree that if Union Representation is requested on the part of the employee, the employee will be required to compensate AFSCME. It is the responsibility of AFSCME to notify non-members of the fee structure for representation.

The Union agrees that it and its members will individually and collectively perform loyal and efficient work and will use their influence in the best efforts to require that all employees promote and advance the interest of the taxpayers in the County of Waldo.

Section 2: Withholding of P.E.O.P.L.E. Fund

If an employee so authorizes, the County will deduct from employee's paycheck, the amount so authorized, at the frequency authorized, a contribution to the AFSCME P.E.O.P.L.E. Organization, provided funds are available to cover such contribution.

ARTICLE 5 – PROBATION & MEMBERSHIP PACKETS

Section 1: Probation

New Employees shall serve a six (6) month probationary period, with benefits as outlined in the County Personnel Policy and elsewhere in this contract available at three (3) months and six (6) months. Prior to the expiration of the six (6) month probationary period, the County's right to discharge the probationer shall be incontestable and shall not be a proper subject for a dispute. Probationary employees are not eligible for promotions.

During the probationary period, sick leave and vacation leave will be accrued at the completion of each month; however, sick leave cannot be used until completion of 90 days of employment and vacation leave cannot be used until the completion of six (6) months. Employees will be eligible for paid bereavement leave after six (6) months of service.

Section 2: Membership Packets:

The union shall provide each new employee in the unit with a copy of the agreement not later than thirty days after the signing of the agreement or not later than thirty (30) days after the employee completes his/her probationary period.

ARTICLE 6 – TRAINING AND DEVELOPMENT

The County recognizes that seminars, conferences and other educational and training expenses are important to the employee development. Department Heads may consider requests for training or attendance at seminars or other educational opportunities that may be of value to the County and the employee. If advance payment is made for an employee's attendance at training or educational opportunity, the

participating employee must attend unless there is compelling reason for non-attendance.

Time spent by an employee to attend a training or educational opportunity when attendance is required by the County will be considered time worked. Additionally incurred expenses (if any) that are required in order for the employee to attend any such required program will be reimbursed by the County.

The County may, subject to budget and other operational or job related considerations, provide tuition reimbursement up to \$600.00 for any course approved in advance by the Department Head. To qualify for this consideration, the course shall be related to the essential job functions of the employee, be taken during an employee's personal time on a voluntary basis and have resulted in a grade of C/80 or greater. Employees seeking such reimbursement must do so by written application to the Department Head with documentation of attained grades. Employees seeking to further their education under this provision should provide a structured career development plan to their Department Head.

ARTICLE 7 – FITNESS FOR DUTY

If the Department Head has cause to believe that the employee is not fit for duty in such a manner that potentially may cause harm to the employee, co-workers or others, the Department Head may, at his/her discretion, require the employee to submit to an examination with a health care provider designated by and paid for by the County. If the County places an employee on administrative leave pending the results of that examination, such leave will be paid leave.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

ARTICLE 8 – EMPLOYMENT INFORMATION

Section 1: Seniority /Longevity Defined

Seniority means an employee's length of continuous service as a full-time employee with Waldo County.

Seniority within classification means an employee's length of continuous service as a full-time employee within each department.

Longevity means an employee's length of continuous service as an employee of the County of Waldo regardless of classification.

By January 15th of each year the Department Head shall publish and post a seniority list on all bulletin boards showing the continuous service of each employee. A copy of the seniority list shall be sent to the Union and the Human Resources Director.

Section 2: New Hires or Filling Vacant Positions:

The Department Head will notify the Human Resources Director of the need to fill a vacant position and/or hire a new employee. If a new position is being created, the Department Head must meet with the County Commissioners for approval prior to starting the hiring process.

The Human Resources Director may assist the Department Head in drafting the notice for external and/or internal position posting, will advertise the position(s) as necessary and will send out and receive job applications by a deadline requested by the Department Head.

Interviewing New Hires:

Once applications have been received, The Department Head will set up an interview committee which may include the Human Resources Director. The Department Head will establish the interview schedule and contact the eligible applicants. A maximum of three qualified applicants will be submitted to the County Commissioners prior to their next regularly scheduled court session. The County Commissioners will determine if a special court session will be held, based on the need of the Department. The County Commissioners may vote to accept or reject any/all applicants during the court session.

Re-hiring Former Employees

An employee re-hired for the same position within six (6) months of leaving employment in good standing may be hired back at the pay level when the employee resigned. Seniority and benefits start over as reflected by the new date of hire.

Section 3: Promotion

All employees promoted to a new job classification within that department will serve a ninety-day (90 day) probationary period. During this period, should the employee's job performance prove unsatisfactory, he/she may be reclassified to his/her previous position.

If an employee is promoted from an hourly position to a salaried position (not an elected position) and has a compensation balance, the employee may choose to use all available leave, or have the balance paid at the applicable hourly rate.

Any employee who becomes an Elected Official will be paid all accrued compensation leave, earned vacation leave, and sick leave balance up to 360 hours.

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 Department 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 Department Head, successfully demonstrated the ability to perform the duties of the higher classification. Second, if the ability and qualifications of employees within the Department who have applied for the promotion are equal, the Department Head shall then select the candidate who has the greatest seniority. Third, if there are no qualified employee candidates who have applied within the Unit, the Department Head may select the most able and most qualified candidate from outside the General Unit and/or outside County employment and employees shall compete with outside candidates on an equal basis. Final approval will be made by the Commissioners.

Section 4: Performance Evaluations

Employees will be evaluated at least annually on forms approved by the County Commissioners. When an employee does not meet standards established for the job, he/she may not receive a pay increase; may receive a corrective action plan; and/or may be given a performance probationary period of ninety (90) days. Employees who consistently do not meet expected standards may be terminated for cause. County

Commissioners may, at their request, review all or any performance evaluations. Employee's evaluation forms will become part of the employee's personnel file.

Section 5: Employment Classification

Regular Full-Time Employees:

For the purposes of the Personnel Policy, regular full-time employees are those employed for a scheduled period exceeding six months, for thirty-two (32) or more hours per week, on a regular schedule, subject to formal approval of the board of County Commissioners. Such employees are entitled to leave benefits, are eligible for insurance and retirement benefits and have access to dispute and appeal procedures.

Effective January 1, 2021, Probate Clerks will be reclassified from Class IV to Class VI as Probate Administrative Assistants and Deeds Clerks will be reclassified from Class IV to Class V on the AFSCME General Government Unit Pay Scale.

Part-Time Employees:

For the purposes of the Personnel Policy, part-time employees are those employed for either a scheduled or non-scheduled basis, but who average less than thirty-two (32) hours per week in any three-month period. Part-time employees are not eligible for vacation leave, sick leave, compensatory leave, or health insurance, but are eligible for Earned Paid Leave. (See the Employee Handbook for other benefit eligibility.)

The Department Head, or his/her designee, shall from time to time recommend a part-time, temporary, or temporary full-time employee for regular full-time employment. Upon receiving the recommendations for full-time employment, the County Commissioners shall have the option of approving such promotion or requiring that the hiring policies listed in the Employee Handbook be adhered to.

Temporary Employees:

Full-time and part-time temporary employees may be hired for a limited period subject to the approval of the County Commissioners. Such employees are not entitled to any employee benefits, but are eligible to accrue Earned Paid Leave. Once any employee hired as a temporary employee has been employed for a period of three (3) months, his or her employment status will be converted to that of a regular employee, and the employee will be entitled to the applicable employee benefits of a regular employee.

Temporary Assignments:

In the case of the bona fide need to hire temporary employees occurring after the execution of this contract, the Department Head shall have the right to make a temporary assignment. This assignment shall not last for more than ninety (90) days beyond the date when the assignment actually begins. When the Department Head begins the temporary assignment, he shall notify the Union of the beginning date and the date upon which the ninety (90) days would expire. After ninety (90) days, the position must be posted or a written notice to the bargaining unit for reasons not to post. The written notice is to be sent within seven (7) days.

Section 6: Layoffs:

In the event that it becomes necessary to lay off/place employees on furlough for any reason, employees shall be laid off in the inverse order of their seniority by classifications, within the department, with bumping rights. Prior to affected employees being notified of lay-off or furloughed, all employees shall be polled to see if there are volunteers who wish to waive in writing their seniority rights and be laid off/placed in furlough status. All affected employees shall receive two calendar weeks' notice of layoff and the County Commissioners will meet with the affected employees prior to the actual occurrence of layoff. Employees shall be recalled from layoff according to their seniority by classification. No new employee will be hired until all employees on layoff status have been afforded one (1) recall notice. Such recall notice shall consist of one (1) certified return receipt requested letter to be sent to the employee's last official address.

Section 7: Recall

Recall within a departmental classification shall be in order of seniority; that is, the employee with the greatest seniority shall be rehired or recalled first. Nothing herein shall restrict the option of an employee to accept a layoff in lieu of a reduction in job classification without loss of the employee's right to be rehired hereunder.

Section 8: Right to be Rehired

It is understood that layoff under this section shall constitute a termination of employment by the County except as provided herein. The right to be rehired shall exist for a period of one (1) year from the date of layoff. If a vacancy occurs within one (1) year of an employee's layoff date from that position, said employee shall be offered the position prior to advertising for applicants. Rehired employees within one (1) year from the date of layoff shall be restored to service with full seniority rights.

Section 9: Employee Resignation

All Employees will provide written notification of their intent to resign within ten (10) scheduled workdays before the effective date of termination from County employment. The last two weeks of employment (or ten (10) scheduled work days) shall not include any vacation leave, sick leave, compensatory leave, or holiday leave, but shall be actual days worked prior to the final date of employment. An exception may be made should an employee actually work a holiday within the ten working days required prior to the final date of employment. The last day actually worked (final date of employment) shall be defined as the effective resignation date.

All resignations will be accepted twenty-four (24) hours after submission to the Department Head. Resignations withdrawn after that period will be subject to the decision of the Department Head and the vote of the County Commissioners.

ARTICLE 9 – Hours of Work

Section 1: Work Schedules

The County Commissioners will determine the hours of work for all employees. They will also determine the office hours for the County Offices/Departments. The hours will be noted on the job descriptions.

Bargaining unit employees shall work either seventy (70) or eighty (80) hours per pay period depending on their position. Work schedules are determined by the Department Head. No schedule change may be made by the Department Head unless he/she has provided prompt notice to the Union of the proposed schedule change. Within ten (10) days of the notification to the Union, the Department Head 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 Department Head may implement the proposed schedule after posting said schedule and notifying all affected employees in writing at least ten (10) days before the effective date of the change of schedules. Nothing herein shall prevent the Department Head from changing the work schedule, immediately and without notice, for the purpose of meeting emergency situations over which the employer has no control.

Section 2: Work Shift

Work shift schedules can be adjusted in declared emergency situations over which the employer has no control or by mutual agreement between AFSCME and the Employer.

ARTICLE 10 - OVERTIME AND COMPENSATORY TIME

Time and one-half of the employee's regular hourly rate of pay shall be paid for all hours worked beyond forty (40) hours per week. (Vacation leave during pay period counts as time worked.) Any such overtime work must be approved in advance by the Department Head or his designee. By mutual agreement between the Department Head and the employee, the employee may request compensatory time (comp time) in lieu of overtime and based on the same rate as overtime.

Accrual of Compensatory Time:

1. No employee may accrue nor carry more than sixty (60) hours of compensatory time off per year. Hours in excess of sixty (60) must be used by March or those hours in excess of sixty (60) will be paid to the employee.
2. An employee who requests the use of his/her compensatory leave must submit the request in writing to the Department Head or his/her designee no less than one day in advance, unless unexpected situations arise. The request is considered as staffing allows provided the use of this leave does not unduly disrupt the operations of the Department. All requests shall be approved and granted by the Department Head or his duly represented authority.

ARTICLE 11 - HOLIDAYS

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

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

Any other day declared as a National or State holiday by the President or Governor or a holiday declared by the County Commissioners.

When a holiday, as designated by this agreement occurs on a Saturday or a Sunday, personnel who do not regularly work on a Saturday or a Sunday will observe the holiday on the work day that falls directly before or after the week-end holiday; for example: Friday before a Saturday and Monday following a Sunday Holiday.

ARTICLE 12 - CLOSING OF COUNTY OFFICES

When the County, due to a storm or other reason/emergency as determined by the County Commissioners, closes offices, non-emergency personnel will be given the time off with pay. Employees who are directed or asked to remain at work because of operational necessity shall be compensated either in overtime or comp time at the appropriate rate. Employees who choose to remain at work shall receive no additional compensation.

ARTICLE 13 - PERSONAL LEAVE

All employees will be granted eight (8) hours of Personal Leave per year 120 days after initial employment. This shall be taken at the choice of the employee, with prior approval of their Department Head. Use of this leave must be reported to the County Commissioners' office within that pay period.

Personal leave does not carry over from one year to the next and is not paid if not utilized.

ARTICLE 14 - SICK LEAVE

Sick leave is a benefit given to all full time employees to be used when personal illness or physical incapacity renders an employee unable to perform his/her duties. The use of sick leave allows an employee to recover from an illness or injury without the loss of pay, providing that enough sick leave has been accrued.

Section 1: Sick Leave Earning Schedule

Sick leave shall accrue at the rate of eight (8) hours for each calendar month of continuous service. This leave will begin with the employee's date of full time employment. A total of seven hundred and twenty (720 hours) will be allowed to accumulate and may be carried from one year to another.

Section 2: Use of Sick Leave

Sick leave should be used strictly for those instances it was designed for and not for the purpose of obtaining more time off. Abuse of sick leave benefit in cases where the employee in fact is not sick or injured could result in disciplinary measures if the abuse becomes a constant. Exceptions to this for other reasonable requests may be granted by unanimous vote of the County Commissioners after the employee request is submitted with the recommendation of the Department Head.

- a. Whenever possible, an employee who contemplates using sick leave shall notify his

immediate supervisor as soon as possible before the scheduled beginning of his/her work shift. They should state their unexpected absence and the reasons for the leave.

- b. Recognizable patterns of sick leave abuse may be cause for a doctor's examination upon an employee's continual request for further sick leave. More than three (3) days' absence requires a doctor's certificate or other medically reliable evidence to draw on remaining sick days, except in cases of hospitalization due to surgery or accident.
- c. A request for sick leave form must be filled out and submitted to the proper authority as soon as possible following an employee's return to duty after using such leave. This is to be written on the form and forwarded to the Department Head for compilation of his and the employee's records.

Section 3: Accrual of Sick Leave

When the accrual of any employee's sick leave has reached the maximum of seven hundred twenty (720) hours, those hours that would normally accrue thereafter shall lapse. They still shall be recorded by the Department Head in his/her files for that employee and be listed as Lapsed Sick Leave.

Any employee who has lapsed sick leave to his/her credit may apply to the County Commissioners in order to have his/her additional lapsed sick leave restored in the event of an extended illness. The County Commissioners, at their sole discretion and by a majority vote, may authorize restoration of all, or any part of the lapsed sick leave. This shall be done after a thorough investigation to include complete medical reports of the employee's illness that requires his/her absence from work assignments.

In the event an employee voluntarily terminates his/her employment with the County, up to one half of the employees accrued sick leave up to three hundred sixty hours (360) hours will be paid upon the termination. This shall be for retirement, voluntary resignation, or termination without cause of the employee. The above clause pertains to the employee's accumulated sick leave only and not any lapsed sick leave that has accumulated.

Section 4: Family Sick Leave:

Employees may utilize up to 40 hours of accrued sick, vacation, or compensatory time in a 12-month period to care for a child, spouse, domestic partner or /parent-in-law, or a family member who by action of the State or court becomes a legal dependent of the employee, who is ill. In the discretion of a majority of the County Commissioners, in excess of 40 hours of such accrued time may be so utilized. Employees are required to apply paid leave to family sick leave in the following order: sick time, compensatory time, and vacation time. The County will require a doctor's certificate or other medically reliable evidence for the illness of a child, spouse, or parent requiring more than three (3) days' absence.

In the event of termination for cause, accumulated sick leave will not be paid.

ARTICLE 15 - OTHER LEAVE

Section 1: Accumulating and Taking Time off and Other Leave

The following policies refer to the accumulation and taking of vacation, sick leave, holidays, Earned Paid Leave, and any other type of leave.

Accumulated Hours: The number of hours accrued and accumulated is to be made available upon a reasonable request to the Department Head. Such records should also be maintained by the employee to assure accuracy.

Record of Leave: The Department Head shall maintain a record of leave on each full time employee, strictly for the purpose of keeping a record of any leave or compensatory time off that is due each employee. Such records shall include, but are not limited to, the dates the leave was earned, the dates the time off was taken, and any other information pertinent to the accrued leave status.

Employee's Responsibility: The employee is solely responsible for making sure that the necessary forms are turned in to his/her superiors requesting any such time off. These forms shall include the dates requested and the type of leave being taken.

Supervisor: The supervisor is responsible for forwarding these forms to the Department Head in a timely fashion so that the leave can be properly figured and the record kept up to date.

Section 2: Bereavement Leave

In the event of death in the immediate family of an employee, the employee may be granted up to the equivalent of forty (40) hours leave with full pay to make household adjustments or to attend funeral services. "Immediate family" is hereby defined to include spouse, domestic partner, parents, children, brothers, sisters, brothers-in-law, sisters-in-law, parents-in-law, grandparents, grandchildren, stepparents, stepchildren, stepsiblings, foster parents, and foster children.

Any bereavement leave beyond this policy may be granted as sick leave, vacation leave or accrued compensatory time, with the approval of the Department Head. Bereavement leave will be granted 120 days after initial employment.

Section 3: Leave of Absence (LOA)

LOA is an authorized unpaid written absence from work for reasons other than paid vacation leave paid holiday or paid sick leave, severing employment to work elsewhere, relocating out of the area, or an authorized Family Medical Leave of Absence (FMLA) or Maine Family Leave of Absence. Unpaid leaves of absence due to the health of the employee shall not be considered or granted until all paid leave has been exhausted, including unused FMLA time.

LOA may be granted at the discretion of the Department Head for a maximum of eight (8) weeks, upon the prior written approval of the County Commissioners. Under special circumstances, the Commissioners may authorize a leave of absence of up to one (1) year, if the Department Head approves. Except for medical or emergency cases, LOA will be granted only after an employee has completed six (6) months of continuous employment.

Any request for medical LOA should be substantiated by presentation of a certificate from the employee's physician stating reasons for and anticipated duration of the absence. No LOA will be granted until such satisfactory certification is provided.

Extensions may be granted provided the employee notifies his/her Department Head and County Commissioners in writing. Any final approval or denial is at the sole discretion of the Commissioners.

Requests for leaves of absence pursuant to this section should be made in writing to the Department

Head and the Human Resources Director at least thirty (30) days in advance of the intended leave.

Benefits are not provided and benefits and seniority do not accrue during unpaid leaves of absence, unless otherwise required by law. An employee may make arrangements with the Human Resources Director to continue health insurance coverage at the employee's own cost during an unpaid leave of absence.

Section 4: Family Medical Leave Act

Twelve (12) Work Weeks Total in Twelve (12) Month Period

Any FMLA leave taken by an employee during the preceding twelve (12) month period will be used to determine the amount of available leave pursuant to the Family and Medical Leave Act. (Any absence due to medical issues beyond three (3) consecutive workdays will count as FMLA leave.) *For example, if an employee used four workweeks of leave beginning February 1, 2006, four workweeks of leave beginning June 1, 2006, and four workweeks of leave beginning December 1, 2006, the employee would not be entitled to any additional leave until February 1, 2007. On February 1, 2007, the employee would be entitled to four workweeks of leave and on June 1, 2007, the employee would be entitled to an additional four workweeks, etc.*

FMLA leave will consist of appropriate accrued paid leave and unpaid leave. Employees are required to use any available paid leave concurrently with any unpaid FMLA leave, subject to the substitution of paid leave provisions of the FMLA law. FMLA may be taken for Birth and/or Adoption of a child, serious health condition of the employee or employee's spouse, domestic partner, child, parent or parent-in-law. The employee will be notified immediately in writing that the vacation time and sick leave will be counted towards the unpaid twelve weeks of family leave. Employees are also entitled, but not required, to use the balance of any accrued compensatory time during a family leave. The remainder of the leave period will then consist of unpaid leave.

The County will comply with the requirements of both the state and federal Family and Medical Leave Acts, as applicable and as it applies to eligible employees.

Section 5: Earned Paid Leave

Effective January 1, 2021, employees in the State of Maine are entitled to receive up to forty (40) hours of Earned Paid Leave (EPL) per calendar year. Pursuant to this article, unit members can annually utilize up to forty (40) hours of their earned sick, vacation, and bereavement time for the purposes permitted under the EPL law. Any such time utilized by the employee for EPL purposes shall be counted toward the employee's annual permitted use of EPL and shall not entitle the employee to any additional paid time.

ARTICLE 16 - VACATIONS

Section 1: Vacation Leave:

Vacation leave is granted with the intent of permitting an employee to be away from his/her job. Vacation leave is an employee benefit that must be utilized with the welfare of the employee as well as the Department being equally served.

Section 2: Vacation Leave Earning Schedule:

Employees shall earn vacation leave in the following manner:

Employment	Accrual Rate (70-hour bi-weekly work period)	Accrual Rate (80-hour bi-weekly work period)
First two (2) years	70 hours per year	80 hours per year
After two (2) years	84 hours per year	96 hours per year
After five (5) years	105 hours per year	120 hours per year
After ten (10) years	140 hours per year	160 hours per year
After fifteen (15) years	175 hours per year	200 hours per year
After twenty (20) years	210 hours per year	240 hours per year

Employees shall accrue vacation leave at the applicable rate of hours per month. The applicable rate is based upon years of service. This leave will be added to the employees' records at the completion of each month. (Example: An employee that works forty (40) hours per week who has completed five years of employment will accrue ten (10) hours per month. An employee that works thirty five (35) per week who has completed five year of employment will accrue eight and three-fourths (8.75) hours per month.)

Employees are entitled to accrue up to two (2) calendar years of vacation leave. However, any vacation leave in excess of two (2) calendar years will be forfeited.

Section 3: Vacation Use:

New employees shall serve a six (6) month probationary period with the County of Waldo. Employees may use accrued vacation leave 120 days after initial employment. After the six (6) month probationary period is completed and the employee has been evaluated and informed that he/she has successfully completed the probationary period, the employee may use up to forty (40) hours of accrued vacation leave.

Section 4: Scheduling Time Off:

A request to use vacation shall not be unreasonably denied and will be acted on considering departmental needs and requirements in those cases where lower staffing levels would cause a hardship for operational benefits of the County. Vacations will be considered on a first come first serve basis. To the extent possible, vacations will be honored. The employee who has the greatest seniority in his /her classification may be given his/her choice of vacation periods. However if scheduling conflicts arise the employees involved may attempt to reach a compromise. If the employees cannot come to resolution the decision of the Department Head shall prevail. Once an employee's vacation schedule has been approved changes in that schedule must be made by mutual agreement with the Department Head and the employee.

ARTICLE 17 - UNION BULLETIN BOARDS

The employer agrees to furnish and maintain one suitable bulletin board in a visible place. The Union shall limit its posting of notices and bulletins to such bulletin board. No material demeaning to the employer, political in nature, or advocating an illegal activity may be posted.

ARTICLE 18 - UNION ACTIVITIES

The employer agrees that during work hours, and without loss of pay, up to four (4) Union representatives shall be allowed to attend negotiation sessions, provided seven (7) days advance notice is given to the Department Head and such attendance does not interfere with the operation of the Department. If mutually agreed upon by both parties, the seven (7) day notice maybe waived.

Duly authorized representatives of Council 93 shall be permitted access into designated visiting areas for the purpose of transacting business within the scope of representation. Such activities will not interfere with the performance of employees' duties or violate the County's security policies.

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

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

One Bargaining Unit Member designated by the AFSCME may be granted one day of leave without pay during a calendar year to attend a Union convention or meeting. One Steward designated by AFSCME may be granted one day of leave without pay during a calendar year to attend a Union training as long as it does not impede office operations.

Investigations and other Union business whenever possible shall be conducted during non-work hours in non-work areas. Meetings with County Representatives related to the adjustment and process of grievances, when held during the Stewards work time will not result in loss of pay if prior approval is received from the supervisor and must be scheduled to minimize any disruption in the conduct of County business or operations.

ARTICLE 19-WORK BREAKS AND LUNCH PERIODS

Employees will be permitted to take a lunch and /or work breaks, as work permits with the knowledge and approval of their supervisor. Unpaid lunch and or work break may be 30 minutes or one hour, depending on the employee's work schedule and as agreed upon by the supervisor.

ARTICLE 20 - HEALTH INSURANCE & BENEFITS

Eligible full-time employees may elect to participate in the group health insurance coverage provided by the County. The health insurance carrier and plan will be determined by the County. Effective January 1, 2008 the County group health insurance plan will be provided under the Meritain Plan. If the carrier or plan changes during the term of this Agreement, the County will notify the Union at least 45 days in advance of the change, and will meet and consult with the Union regarding the impact of the change if requested by the

Union. The County agrees that, during the term of this Agreement, the scope and terms of coverage of the group health insurance plan will be substantially equivalent to the terms of coverage of the group health insurance plan that was in effect prior to January 1, 2008.

Section 1: Health Insurance Premiums Paid

Employees will continue to contribute 15% of applicable health insurance premium based upon requested coverage for the employee and any dependents with a cap at 12% of the employee's total earnings for the duration of this contract.

Section 2 Dental Insurance Premiums Paid.

The County will match up to 50% of the applicable premium for employees enrolled in the County's dental insurance program.

Section 3: Continuation of Coverage While on Leave

The County will continue to contribute its portion of the health and Dental insurance premium for any eligible full-time employee on paid sick leave or on workers' compensation leave for no more than three (3) months.

An employee may make arrangements with the Human Resources Director to continue health insurance coverage at the employee's own cost during an unpaid leave of absence, provided that the cost of the premium is delivered to the office of the Treasurer in the month it is due and provided the insurance carrier allows such a person to continue as a member of the group. Failure to submit the premium payment to the Treasurer when it is due will result in the employee being dropped from the group plan. Under special conditions, by approval of the County Commissioners, payment of health insurance premiums by the employee may be waived.

Section 4: Retirement Plans

The County of Waldo offers two (2) types of retirement plans, the Maine Public Employees Retirement System and the 457 Deferred Compensation Plan. If an employee enrolls in both the MainePers and the 457 Deferred Compensation Plan, the County will only match the Maine Public Employees Retirement System

Maine Public Employees Retirement System:

The County of Waldo enrolled in Maine Public Employees Retirement System (MainePers) July 1, 2006; all eligible employees will be provided a one-time opportunity to enroll. If any employees choose not to enroll when eligible, he/she will not be able to enroll while working for the County. If any employee resigns from employment with the County and then is rehired later, if he/she was enrolled in MainePers the employee must re-enroll with MainePers again. Information may be obtained from the Human Resources Director.

Deferred Compensation:

The County of Waldo offers a 457 Deferred Compensation Plan. This benefit is extended to both eligible full-time and part-time employees. Eligible employees may enroll any time during the year. The County will match each enrolled employees contribution up to \$600.00 per year, the County match amount may be changed at the will of the County Commissioners.

Social Security

All employees of the County of Waldo are covered by Social Security. Both the County and the employee contribute to this benefit.

ARTICLE 21 - WORK RULES AND DISCIPLINE

The County may adopt or amend reasonable work rules. Whenever possible, all rules, or amendments thereto, shall be posted for fourteen (14) calendar days before becoming effective.

Employees are required to abide by the terms of these policies and to comply with such rules and regulations as the County may adopt. Should there be any doubt as to the employee's obligations, he/she shall comply with the rules and then grieve if he/she feels he/she has been wronged. All suspensions and discharges shall be for cause including, but not limited to, violations of any rules adopted above, and the provisions of these policies. All suspensions and discharges shall be stated, in writing, and will be forwarded to the affected employee within four (4) working days of the date said actions were taken.

The reasons listed below are illustrative of behavior or conduct that may be grounds for dismissal, suspension, with or without pay, demotion, or oral or written reprimand. The list is not intended to be exhaustive:

- a. Drinking or using illegal drugs on the job or arriving to work while under the influence, degree not needed, of intoxicating beverages or drugs
- b. Repeated tardiness
- c. Failing to perform the duties of the position
- d. Negligent or willful damage to County property
- e. Conviction of theft or a felony
- f. Use of abusive language to the public
- g. Negligently endangering the safety of other employees or the public
- h. Acceptance of money or a gift by any employee when given under circumstances indicating the hope or expectation of receiving better treatment than that afforded to the public in general is prohibited

Disciplinary action or measures may include the following:

- a. Oral Reprimand
- b. Written Reprimand
- c. Suspension/Demotion/Job Reclassification
- d. Discharge

The measures need not be applied in sequence, depending on the seriousness of the infraction.

Responsibility for Employee Discipline: The initiation of disciplinary action is the responsibility of the Supervisor and or the Department Head. Dismissal for cause must be initiated by the Department Head.

Time Limits:

No disciplinary action shall be entertained outside of a twenty (20) day window from the time that management should have been reasonably aware of the alleged violation or infraction.

If the alleged occurrence is not addressed within this time frame it shall be considered waived.

Discipline Procedures:

Discipline beyond Oral Reprimand: Where disciplinary action beyond oral reprimand is required, the Department Head may elect to:

- a. Place a formal, written reprimand stating the specific disciplinary action in the employee's official personnel file in the office of the County Commissioners.
- b. Demote the employee in grade, step, or position.
- c. Place the employee in the status of temporary leave without pay.
- d. Dismiss the employee.

Documentation: In all instances, disciplinary action and/or dismissal of the employee will be documented in writing specifically stating the circumstances warranting the disciplinary action, with a copy provided to the employee and a copy sent to the Commissioners' Office. In all disciplinary procedures, the employee must be advised in writing by the Department Head of his/her right to appeal. Copies of all disciplinary proceedings will be included in the employee's confidential personnel file. Final decisions are subject to public access.

Approval of Action: The County Commissioners must provide prior approval of any dismissal of an employee for cause by the Department Head.

Right of Appeal: All non-probationary employees have the right to appeal disciplinary actions to the County Commissioners pursuant to established appeal procedures. Probationary employees do not have the right to appeal.

Disciplinary Action: The initiation of disciplinary action is the responsibility of the Department Head. Disciplinary actions may be in the form of the following:

Oral Reprimand Written Reprimand Suspension/Demotion Job Reclassification

ARTICLE 22 - PERSONNEL FILES:

Inspection of Records: Upon written request, any employee or former employee shall have the right to inspect or have his/her authorized representative inspect his/her official personnel record in accordance with

M.R.S.A. Title 26, Section 631. Inspection shall be during regular business hours and shall be conducted under the supervision of the Human Resources Director. An employee shall have the right to make duplicate copies for his/her own use without fee one time per calendar year. Additional copies in the same year are subject to copying fees consistent with County Policy. No records shall be withheld from an employee's inspection. An employee shall have the right to place in his/her personnel file a written refutation of any material that he/she considers detrimental.

Written Reprimand: No written reprimand which has not previously been the subject of a hearing shall be placed in an employee's personnel file unless the employee is first given the opportunity to see a copy of the reprimand. Within five (5) days thereafter, the employee may file a written reply. If the Department Head thereafter places the written reprimand in the employee's personnel file, he/she shall also include the reply.

ARTICLE 23- GRIEVANCE PROCEDURES

Parties agree to attempt to resolve all grievances at the lowest possible level.

STEP ONE: Any employee who has been aggrieved by a decision of the employer, its agents or representatives concerning the interpretation or application of this Agreement, including but not limited to, disciplinary action under Article 21 of this Agreement, shall file a written grievance with the employee's immediate supervisor and/or Department Head within ten (10) days of the act or omission complained of. The supervisor shall respond in writing within ten (10) days of receipt of the written grievance.

STEP TWO: If the employee or the employee's representative is dissatisfied with the immediate supervisor and/or Department Head's response, the employee or the employee's representative may request in writing a review of the decision by the County Commissioners. The written request must be made within ten (10) days of the receipt of the immediate supervisor and/or Department Head's decision. A copy of the immediate supervisor and/or Department head's response, if provided, must be included. The Commissioners shall hear the grievance within thirty (30) days of receipt of the written request and shall issue a written decision containing their findings of fact and conclusions within twenty (20) days of the hearing.

STEP THREE: When the aggrieved employee or the employee's representative is dissatisfied with the disposition of the grievance by the Commissioners, the employee or the employee's representative must within thirty (30) days after the decision of the Commissioners submit the grievance to arbitration by notifying the Commissioners in writing. If within thirty (30) days of submitting the request for arbitration in writing to the Commissioners, the parties are unable to mutually agree on an arbitrator, the requesting party shall make an application to the Maine Board of Arbitration and Conciliation within fourteen (14) days and request that either an arbitrator or panel be assigned. The expenses for the arbitrator shall be divided equally between the parties and each party shall bear the expense of preparing and presenting its own case including payment of its representatives and witnesses. A verbatim record may be made at the expense of the requesting party and a copy of such record shall be made available to the other party and the arbitrator.

The authority of the arbitrator or panel shall be subject to the following:

1. The authority of the arbitrator is limited to disposing of the issue submitted;
2. The arbitrator's decision shall be consistent with the laws of the State of Maine;
3. The arbitrator shall have no authority to alter or add to any item of this contract or to impose on the County any duty, responsibility, or limitation not expressly set forth in this contract;
4. The decision of the arbitrator shall be final and binding on all parties provided that the arbitrator complies with the provision of this agreement.

Time Limits: No grievance shall be entertained or processed unless it is submitted within ten (10) days after the employee concerned has become aware, or should have become aware, through the use of reasonable diligence of the occurrence of the events giving rise to the alleged grievance. If a grievance is not presented with the time limits set forth above, it shall be considered waived.

ARTICLE 24 - HEALTH AND SAFETY / TECHNOLOGY POLICY

The County is responsible for meeting safety standards, which are considered to be minimum standards, required by the Occupational Safety and Health Act of 1970 as well as other applicable federal and state laws.

The County shall provide proper safety devices for all employees engaged in work where such devices are necessary. Such devices where provided must be used as intended.

If an employee deems his/her County equipment to be unsafe, he/she shall notify his/her supervisor who in turn shall arrange for or conduct an appropriate inspection and shall determine whether the equipment is safe for use.

All personal injury accidents to employees while performing their duties shall be reported immediately to the supervisor, Department Head and Human Resources Director.

TECHNOLOGY POLICY:

The parties agree that the current technology policy shall be followed.

ARTICLE 25 - WAGES

- 2% above the 2020 pay scale effective January 1, 2021.
- 2% above the 2021 pay scale effective January 1, 2022.
- 2% above the 2022 pay scale effective January 1, 2023.

ARTICLE 26 - MILEAGE & REIMBURSEMENT

The current mileage reimbursement that is paid by the County shall remain as adopted for those employees who are required to travel to and from any training or other mandated functions.

ARTICLE 27 - NEPOTISM AND CONFLICT OF INTEREST

No person will be hired, promoted, or transferred to a position where the selecting or supervisory authority will be a relative of the employee or where the selecting authority or supervisory authority has a significant personal relationship with the employee. A relative is defined as spouse, children, parents, siblings, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, or stepchild.

ARTICLE 28 – WORKERS’ COMPENSATION

All employees of Waldo County are covered by Workers’ Compensation insurance. There is no cost to the employee.

During the time when an employee is receiving Workers’ Compensation and is unable to work, sick time will not be accrued and holiday pay will not be granted.

The Department Head shall notify the Human Resources Director in writing of any employee going on or coming off Workers’ Compensation immediately.

An employee who sustains a personal injury or an illness arising out of or in the course of the employee’s employment shall:

- a. Promptly notify the employee’s Department Head and the Human Resources Director of the injury, describe the injury and how it happened.
- b. Seek appropriate medical attention.
- c. Advise the Department Head if unable to return to work.
- d. Request compensation if more than three (3) days are lost from work or if related medical expenses are incurred.

In order to maintain continuity and to secure employee benefits while out on Workers’ Compensation, the County shall continue to pay the employee’s regular salary. Therefore, the employee must submit any funds received from Workers’ Compensation insurance, in lieu of salary, to the County Treasurer within three (3) days of receipt. Failure to do so shall cause County payments of regular salary to cease and any payroll deductions will then be the responsibility of the employee.

Workers Compensation leave may also constitute Family Medical Leave under the FMLA.

ARTICLE 29 – MANAGEMENT RIGHTS

The Union agrees that the County of Waldo has and will continue to retain the sole and exclusive right to manage the operation of the Waldo County Employees and retains all management rights whether exercised or not, unless specifically abridged, modified or delegated by the provisions of this Agreement. Such rights include but are not limited to the right to determine the mission, location and size of all work divisions, operations and facilities; the right to direct the work force; the right to establish the nature, quantity and quality of the work to be performed; to administer the performance evaluations and the employee compensation system; to establish specifications for each class of positions, to clarify or reclassify, and to allocate or reallocate new or existing positions in accordance with the law; to discipline and discharge employees, to determine the size and composition of the work force; to eliminate positions; to contract out for goods and services; to install new, changed or improve methods of operations; to lay off employees; to maintain the efficiency of the government operations entrusted to them; and to take whatever actions may be necessary to carry out the mission of County government in situations of emergency.

ARTICLE 30 - NO STRIKE – NO LOCKOUT

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

ARTICLE 31- 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 or 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 of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic records in support of its demands, notwithstanding any provision in this contract to the contrary.

ARTICLE 32 - TERMINATION

This agreement shall be effective as of the 1st day of January 2021 and shall remain in full force and effect until the 31st day of December 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing 120 days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than 60 days prior to the anniversary date: this agreement shall remain in full force and be effective during the period of negotiations.

In Witness whereof, the parties hereto have set their hands this 7th day of April, 2021.

For the Union:

Jake Bergeron
AFSCME Council 93 Jake Bergeron

Judith M. Nealley
Judy Nealley, Chief Steward

Michelle Hooper
Michelle Hooper, Team Member

Amy Keller
Amy Keller, Team Member

, Witness

For the Employer:

Amy R. Fowler
Amy R. Fowler, County Commissioner

William Shorey
William Shorey, County Commissioner

Betty I. Johnson
Betty I. Johnson, County Commissioner

Barbara L. Arseneau
County Clerk Barbara L. Arseneau, Witness

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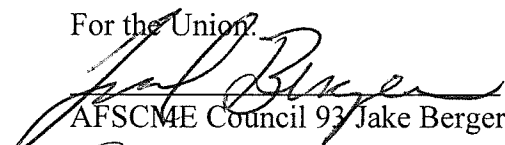
ARTICLE 32 - TERMINATION

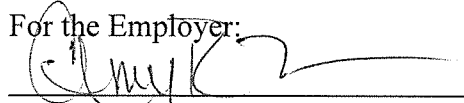
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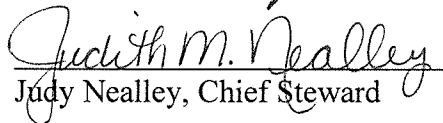
In Witness whereof, the parties hereto have set their hands this 7th day of April, 2021.

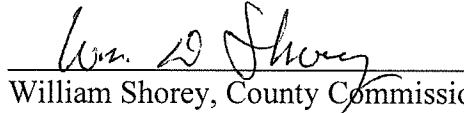
For the Union:

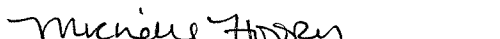
For the Employer:

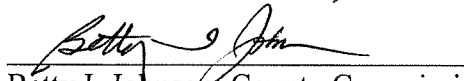

AFSCME Council 93 Jake Bergeron

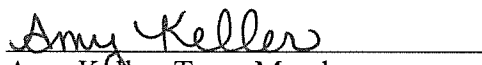

Amy R. Fowler, County Commissioner


Judy Nealley, Chief Steward

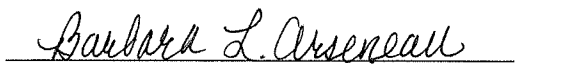

William Shorey, County Commissioner


Michelle Hooper, Team Member


Betty I. Johnson, County Commissioner


Amy Keller, Team Member


Bonnie Stratton, Witness


County Clerk Barbara L. Arseneau, Witness

APPENDIX C																					
Union Contract Agreement	2%	AFSCME General Unit																			
	1.02	Pay Scale 2021																			
CLASS	START	COMPLETION	COMPLETION	COMPLETION	COMPLETION	COMPLETION	COMPLETION	COMPLETION	COMPLETION	COMPLETION	COMPLETION	COMPLETION	COMPLETION	COMPLETION	COMPLETION	COMPLETION	COMPLETION	COMPLETION	COMPLETION	COMPLETION	
		of 6 months	of 1 year	of 2 years	of 5 years	of 8 years	of 12 years	of 16 years	of 20 years												
II	\$16.11	\$16.48	\$16.92	\$17.32	\$17.90	\$18.42	\$18.82	\$19.11	\$19.68												
III	\$16.46	\$16.98	\$17.53	\$18.02	\$18.58	\$19.22	\$19.64	\$19.91	\$20.48												
IV	\$17.83	\$18.35	\$18.87	\$19.35	\$20.12	\$20.67	\$21.18	\$21.62	\$22.06												
V	\$18.28	\$18.79	\$19.28	\$19.77	\$20.56	\$21.14	\$21.62	\$22.39	\$23.01												
VI	\$20.80	\$21.27	\$22.17	\$22.71	\$23.16	\$23.62	\$24.05	\$24.51	\$24.98												
VII	\$21.07	\$21.52	\$22.46	\$22.92	\$23.38	\$23.84	\$24.31	\$24.77	\$25.23												
Class II																					
Class III																					
Class IV																					
Class V																					
Class VI																					
Class VII																					

Legal Secretary DA's Office, Deeds Clerk
Administrative Legal Secretary DA's Office, Administrative Secretary & Administrative Assistant to the Sheriff, Probate Administrative Assistants
Deputy Register of Probate, Deputy Register of Deeds, Victim Witness Advocate & Victim Witness Advocate - Property Crime & Restitution (DA's Office)

APPENDIX C									
Union Contract Agreement	2%	AFSCME General Unit							
	1.02	Pay Scale 2022							
									Effective January 1, 2022
CLASS	START	COMPLETION of 6 months	COMPLETION of 1 year	COMPLETION of 2 years	COMPLETION of 5 years	COMPLETION of 8 years	COMPLETION of 12 years	COMPLETION of 16 years	COMPLETION of 20 years
II	\$16.43	\$16.81	\$17.26	\$17.67	\$18.26	\$18.79	\$19.20	\$19.50	\$20.07
III	\$16.79	\$17.32	\$17.88	\$18.38	\$18.96	\$19.60	\$20.03	\$20.31	\$20.89
IV	\$18.19	\$18.72	\$19.25	\$19.74	\$20.53	\$21.08	\$21.60	\$22.06	\$22.50
V	\$18.64	\$19.16	\$19.66	\$20.16	\$20.97	\$21.57	\$22.06	\$22.84	\$23.47
VI	\$21.21	\$21.69	\$22.62	\$23.16	\$23.63	\$24.10	\$24.53	\$25.00	\$25.48
VII	\$21.49	\$21.95	\$22.91	\$23.38	\$23.85	\$24.31	\$24.79	\$25.26	\$25.74
Class II									
Class III									
Class IV									
Class V									
Class VI									
Class VII									

Legal Secretary DA's Office, Deeds Clerk

Administrative Legal Secretary DA's Office, Administrative Secretary & Administrative Assistant to the Sheriff, Probate Administrative Assistants

Deputy Register of Probate, Deputy Register of Deeds, Victim Witness Advocate & Victim Witness Advocate - Property Crime & Restitution (DA's Office)

APPENDIX C									
Union Contract Agreement	2%	AFSCME General Unit							
	1.02	Pay Scale 2023							Effective January 1, 2023
CLASS	START	COMPLETION of 6 months	COMPLETION of 1 year	COMPLETION of 2 years	COMPLETION of 5 years	COMPLETION of 8 years	COMPLETION of 12 years	COMPLETION of 16 years	COMPLETION of 20 years
II	\$16.76	\$17.15	\$17.61	\$18.02	\$18.62	\$19.17	\$19.58	\$19.89	\$20.47
III	\$17.13	\$17.67	\$18.24	\$18.75	\$19.34	\$19.99	\$20.43	\$20.71	\$21.31
IV	\$18.55	\$19.09	\$19.63	\$20.13	\$20.94	\$21.50	\$22.03	\$22.50	\$22.95
V	\$19.02	\$19.55	\$20.06	\$20.57	\$21.39	\$22.00	\$22.50	\$23.29	\$23.94
VI	\$21.64	\$22.13	\$23.07	\$23.62	\$24.10	\$24.58	\$25.02	\$25.50	\$25.99
VII	\$21.92	\$22.39	\$23.37	\$23.85	\$24.32	\$24.80	\$25.29	\$25.77	\$26.25
Class II									
Class III									
Class IV									
Class V									
Class VI									
Class VII									

Legal Secretary DA's Office, Deeds Clerk

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