

COLLECTIVE BARGAINING AGREEMENT

COUNTY OF PENOBSCOT

AND

**COUNCIL 93 OF THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES**

REPRESENTING THE

PENOBSCOT GENERAL BARGAINING UNIT

LOCAL 2011-02

EXPIRES DECEMBER 31, 2028

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ARTICLE 1 - PREAMBLE

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

1. Pursuant to the provisions of the Municipal Public Employees Labor Relations Law, the parties hereto have entered into this agreement in order to establish mutual rights, to promote fair and equitable treatment, harmonious relationships, to preserve employee morale, to promote efficient and effective County operations and to establish an equitable and peaceful procedure for the resolution of differences.

2. The parties hereby mutually agree that no County employee will be discriminated against on the basis of the employee's membership, participation, or non- participation in the activities of the Union.

3. The County agrees to continue its established policy against all forms of illegal discrimination, including, (a) discrimination with regard to race, color, creed, national origin, sex, marital status, age, sexual orientation, religion, whistleblower status, and/or physical or mental disability unless based upon a bona fide occupational qualification; and, (b) intimidation or harassment on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation, whistleblower status, and/or physical or mental disability. The County will offer reasonable accommodation to qualified employees with disabilities, where accommodation does not conflict with established seniority rights, and where with reasonable accommodation the employee can perform the essential functions of the position without undue hardship to the County or direct threat to health and safety of the employee or others. The Union agrees to support this policy.

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

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

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

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

Work day shall mean any day, Monday through Friday, excluding holidays recognized in this Agreement, as applied to posting procedures and grievance time limits.

Immediate Family - spouse, significant other, parents, children, brother, sister, grandparents, grandchildren, or stepparents/step-children/step grandparents/step brother/step sister.

Significant Other – means a relationship that exists between an employee and some other person whom are not married, that is intended to remain indefinitely, where there is joint responsibility for each other’s common welfare, where there are significant shared financial obligations and the employee and other person live together in a shared primary residence. The relationship must have existed for at least six months before benefits may be provide under this agreement. The Department Head shall, in the Department Head’s discretion, determine whether a significant other relationship exists.

Extended Family - father-in-law, mother-in-law, grandparents-in-law, brother/sister-in-law, son/daughter in-law.

ARTICLE 2 - RECOGNITION

The Bargaining Unit governed by this Agreement is the Penobscot County Clerical and Custodial, to be recognized as Penobscot General Unit Employees 2011-2 pursuant to the certification issued by the MLRB on May 2006.

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. For membership details, including joining, termination, and union benefits, see your steward. The Union may request updated employee lists with contact information and date of hire as needed.

At least two (2) weeks prior to adding or deleting a position which involves Bargaining Unit work, the County shall notify the AFSCME Staff Representative and Unit Chair of the proposal to give the AFSCME Staff Representative and/or Unit Chair the opportunity to voice concerns to the County regarding the proposal and/or discuss the proposal with the Maine Labor Relations Board.

ARTICLE 3 - CHECK-OFF

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.

ARTICLE 4 - UNION SECURITY

Each covered employee (Clerical Specialist, Clerical Specialist II/Paralegal, and Custodian) who does not join the Union within thirty (30) days of the signing of this Agreement or not later than thirty (30) days after date of hire, 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 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.

The County will provide AFSCME the opportunity to discuss union business with new employees during the orientation period for up to thirty (30) minutes.

ARTICLE 5 - HOLIDAYS

The following days shall be recognized and observed as paid holidays, plus any other day so designated by the President of the United States, Governor of Maine or the Penobscot County Commissioners:

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

If an employee works on any of the holidays listed, the employee shall be paid Holiday pay plus time and one half for hours worked. If the holiday occurs on the employee's scheduled day off or on a vacation day, the employee shall be paid for the unworked holiday.

To be eligible for holiday pay, the employee must have worked the employee's last scheduled work day prior to the holiday and the employee's first regularly scheduled work day after the holiday, except in those cases where an employee may miss one of those days due to illness. Implementation of this exception is within the discretion of the Department Head and the employee must request this exception and do so within five (5) days of the missed day. Employees on paid leave shall be eligible for holiday pay as set forth above.

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

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

The Department Head, with approval by the County Administrator, will use discretion on days with poor weather conditions when deciding to either require the custodial staff to report to work or releasing them from their shift depending on the weather conditions and timing of the event.

Christmas Eve. If the day before Christmas falls on a weekday, all employees covered by this Agreement except custodians shall be permitted to leave at noon, and receive a full days' pay. If the day before Christmas falls on a weekday, custodians will begin work at 12:00 p.m. and be permitted to leave at 4:00 pm and receive a full day's pay.

ARTICLE 6 - SENIORITY

Seniority means an employee's length of continuous service with the Employer since the employee's last date of full-time hire. Each year the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the local Union when it is posted.

As to hiring, promotions or transfers, such decisions shall remain within the sole discretion of the Employer and seniority within the department shall be but one factor considered in such determinations. No bumping of any sort, particularly among departments, is intended or authorized by this contract, except where specifically provide for in the Article.

In cases of layoffs, the least senior employee within the Department affected by the layoff shall be laid off first. The County shall give employees about to be laid off two (2) calendar weeks' notice of such layoff. The County, in its discretion, may choose to permit the employee to leave

immediately rather than working during the two (2) week notice period. The County will remain obligated to pay the employee for those two (2) weeks as if they had continued working during the notice period. Any employee laid off shall have recall rights to any vacant position within their department in their classification for a period of one (1) year. No new employees shall be hired until all employees within that department on layoff status have been recalled. Employees on layoff status are responsible to notify the County of any change in address in writing by registered mail. Recall will be by registered mail; employee must respond within two (2) weeks of receipt of notice, or lose all recall rights.

If an employee is laid off, the employee can elect to bump any part time employee working within the same department. The laid off employee must make the election within two weeks' notice of such layoff. The laid off employee may continue to perform the part time work so long as the part time work is deemed necessary by the County. In the case of multiple layoffs, bumping rights are given on a first-come, first-served basis. Employees who elect to bump into part time positions shall remain eligible for recall up to one year from the date of lay off.

When hiring for positions within the County, all vacancies shall be posted within the various Departments within the bargaining unit, and all bargaining unit members may apply for and be considered to fill any vacant County positions.

Any employee who transfers or is promoted to another position shall have fourteen (14) calendar days to return to the employee's previously held position without prejudice provided the position they vacated has not yet been filled.

ARTICLE 7 - VACATIONS

1. For Clerical Specialist I Employees:

Employees shall accrue 6.88 hours per month from date of hire through six years of continuous service. At his discretion, the Department Head may grant up to thirty-seven and one half (37 1/2) hours of vacation before completing six (6) months of continuous permanent service.

After six (6) years of continuous service, employees shall begin to accrue 10 hours of vacation on a monthly basis.

After fifteen (15) years of continuous service, employees shall begin to accrue 13.13 hours of vacation on a monthly basis.

After twenty (20) years of continuous service, employees shall begin to accrue 16.25 hours of vacation on a monthly basis.

2. For Custodial & Clerical Specialist II/Paralegal Employees:

Employees shall accrue 7.34 hours per month from date of hire through six years of continuous service. At his discretion, the Department Head may grant up to forty (40) hours of vacation before completing six (6) months of continuous permanent service.

After six (6) years of continuous service, employees shall begin to accrue 10.67 hours of vacation on a monthly basis.

After fifteen (15) years of continuous service, employees shall begin to accrue 14 hours of vacation on a monthly basis.

After twenty (20) years of continuous service, employees shall begin to accrue 17.34 hours of vacation on a monthly basis.

3. For Custodial & Clerical Specialist I & II/Paralegal Employees:

An employee whose services are terminated within six (6) months after the employee's initial fulltime appointment shall not be deemed to have accrued any vacation leave.

All vacation time shall be computed from date of full-time hire, based on continuous time of service and may be accumulated up to a maximum of 150 hours for clerical employees and 160 hours for custodial employees.

After the completion of six (6) years of service, it may be accumulated up to 187.5 hours for clerical and 200 hours for custodial employees.

After the completion of fifteen (15) years of service, it may be accumulated up to 225 hours for clerical and 240 hours for custodial employees.

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

5. Within each Department, a process shall be put in place that allows vacation time to be distributed fairly among members of the bargaining unit. Vacation requests shall be limited to within the calendar year. Vacations, where possible, shall be granted for the time requested by the employee. The Employer may limit the number of employees on vacation at the same time based on work demands. If work demands make it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority shall be given the employee's first choice of vacation for up to one week per year. Employees who request vacation in weekly increments may be given preference over employees who request vacation in

daily increments. Otherwise, in the event of a conflict, vacation requests will be granted on a first-come, first served basis.

6. Upon written notice, an employee who has accumulated vacation leave may sell back to the County up to two (2) weeks of accumulated vacation leave.

7. Accumulated vacation pay will be paid to the employee upon retirement or termination or to their estate upon death.

ARTICLE 8- SICK LEAVE

SECTION 1 - Sick Leave.

Employees may use sick leave for the employee's own illness, medical or dental care, or other disability, or that of the employee's immediate family, which requires the attention of the employee.

Clerical I employees shall be allowed seven and one-half (7.5) hours of sick leave for each month of service. Clerical II/Paralegal employees shall be allowed eight (8) hours of sick leave for each month of service.

Custodial Employees shall be allowed eight (8) hours of sick leave for each month of service.

Employees shall start to earn sick leave from their date of full-time hire and may accumulate sick leave up to 675 hours for clerical employees, and 720 hours for custodial employees. Employees will accrue but may not use paid sick leave until the completion of initial probationary period. Any accumulation over 675 hours for clerical employees, and 720 hours for custodial employees shall be placed in a sick leave bank which can be used by the employee for any long-term illness. Any such time shall not be calculated for pay at the time of retirement or any other time, except as noted herein.

At the time of separation in good standing from the County, those employees with ten (10) or more consecutive years of service with the County shall be paid one-half of their accumulated sick leave, up to 337.5 hours for clerical employees and 360 hours for custodial employees, at their current rate of pay as of the date of separation.

In addition, at the time of separation in good standing, an employee with fifteen (15) or more consecutive years of service with the County shall be entitled to be paid from their sick leave bank, up to 112.5 hours for clerical employees and 120 hours for custodial employees, if such hours are available, at the base rate from their leave accumulated in the sick leave bank. An employee with twenty-five (25) or more consecutive years of service with the County shall be entitled to be paid from their sick leave bank, up to 150 hours for clerical employees and 158.5 hours for custodial employees, if such hours are available, at the base rate from their leave accumulated in the sick leave bank.

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

No employee may use unpaid leave until all accrued sick leave has been exhausted. Notwithstanding the foregoing, the County will follow all state and federal leave laws and regulations in determining whether employees on FMLA leave may be required to use accrued leave other than vacation leave.

SECTION 2 - Sick Leave Compensatory Day.

Clerical/Paralegal Employees who do not use sick leave shall be awarded 1.88 hours off, for each calendar month in which sick leave is not used and added to their vacation time.

Custodial Employees who do not use sick leave shall be awarded 2 hours off, for each calendar month in which sick leave is not used and added to their vacation time.

SECTION 3 - Personal Leave.

Employees shall be allowed to designate from their allotment of ninety (90) hours for Clerical/Paralegal and (96) hours for Custodial employee's sick leave per calendar year, fifteen (15) for Clerical/Paralegal and (16) for Custodial hours to be used as personal leave. Personal leave will be allowed for all personal, religious, business or family matters. Employees will give the County forty-eight (48) hours' notice of their intent to use this leave. An employee's request to use their personal leave shall not be arbitrarily or unreasonably denied. Personal leave must be used in the calendar year.

Employees shall be provided and allowed to use 1 floating holiday per calendar year for all personal, religious, business or family matters. Employees will give the County forty-eight (48) hours' notice of their intent to use this leave. An employee's request to use their personal leave shall not be arbitrarily or unreasonably denied.

SECTION 4 - Appointment Times.

Employees will make every effort to schedule any doctor or dentist appointments for off-duty hours, such as before or after work, lunchtime, or weekends. When this is not possible, employees may request in advance and department heads may authorize, either paid sick leave, or may arrange for an employee to make up the time, to change lunch hours, or other similar arrangements, or a combination of both to attend these appointments. If sick leave is requested, leave will be granted in one half (1/2) hour minimum increments.

SECTION 5 - Donated Sick Leave.

Employees may donate accrued sick leave to another employee who has exhausted all sick and vacation leave available to them. Such donated time may be used only for medical emergencies and must be approved by the Department Head. Such donated time will be applied on a day-for-day basis, a day donated is a day used. The recipient of such donated time is not considered on paid status for the purpose of benefit accrual. Employees may donate accrued sick leave to a probationary employee for the probationary employee to use during their probation.

SECTION 6- Earned Paid Leave

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

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

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

B. Use of leave.

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

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

3. Notice

a. Absent an emergency, illness or other sudden necessity for taking earned leave, an employee must give four (4) weeks advance notice **as per Article 7** to the employee's Supervisor of the employee's intent to use earned leave. Use of leave will be approved

unless the requested leave would create an undue hardship on the Department as reasonably determined by the Supervisor.

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

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

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

ARTICLE 9 - LEAVE OF ABSENCE

SECTION 1

A. Family and Medical Leave. The parties agree that the provisions of the Family and Medical Leave Act shall apply to all members of this Collective Bargaining Agreement. A copy of the County's FMLA Policy may be obtained through the Office of the County Manager. In accordance with the Policy, employees may be granted a maximum of twelve weeks of FMLA leave in any twelve-month period. The 12-month period during which FMLA leave is calculated and during which FMLA leave may be taken is based on a calendar 12-month period, from January 1 to December 31. Leave time under the federal FMLA is unpaid. While an employee is receiving FMLA time for the employee's own serious health condition, the County requires employees to use any and all accrued paid sick time. If the employee is still eligible for and requires FMLA time after the accrued time has been exhausted, any remaining leave time would be unpaid. Notwithstanding the foregoing, the County will follow all state and federal leave laws and regulations in determining whether employees on FMLA leave may be required to use accrued leave other than vacation leave. In the event of FMLA leave for other qualifying reasons, the employee should consult the Policy. Employees should consult the Policy to determine eligibility for leave. Any request over and above the Family and Medical Leave Act shall be in accordance with Section 2.

B. Paid Family Medical Leave. The County shall deduct 0.5% wages from each employee's paycheck as required by the Paid Family Medical Leave Act and remit the same to the State in accordance with the procedures set forth in the Act. For each employee, the City will pay the other 0.5% of wages as required by the Act and remit the same to the state in accordance with the procedures set forth in that Act. In the event that the Maine Department of Labor changes the total contribution rate, employees' contributions are capped at 0.5%.

488 SECTION 2- Medical Maternity and Paternity.

489
490 Requests for medical leaves of absence without pay, or for maternity or paternity leave without
491 pay, shall be submitted in writing by the employee to the Employer with proof from the
492 employee's physician that said leave is necessary. The granting or denial of such requests shall
493 be done on a case-by-case basis with the Employer considering operational requirements, the
494 expected length of the leave of absence and the nature of the reason therefore. The granting or
495 denial of such leaves of absence shall be within the discretion of the Employer.
496

497 In addition to accruing seniority while on any unpaid medical, maternity, or paternity leave of
498 absence granted under these provisions, employees shall be returned to the position they held at
499 the time the leave of absence was requested.
500

501 SECTION 3 - Duration of Leave.

502
503 An employee who has been granted any leave of absence must return to full continuous duty
504 within one (1) year of the date that any leave of absence commenced. An employee who does not
505 return to such full and continuous duty shall be separated from County employment at that time.
506 However, if the employee is in good standing with the County at the time of such separation, the
507 employee shall have recall rights for a period of one (1) year from the date of separation to the
508 employee's former position or similar position within the same Department if any such position
509 is vacant or is being filled by a probationary employee.
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511 SECTION 4 - Bereavement.

512
513 In the event of a death in the immediate family of an employee, the employee shall be granted a
514 leave of absence with pay. Such leave shall not exceed five (5) days to make household
515 arrangements, or to attend funeral services. The Department Head and/or designee shall have the
516 discretion to award an employee from one (1) to three (3) scheduled days leave of absence with
517 pay for the death of an individual who is not an immediate or extended family member but who
518 had a family-like relationship with the employee because the person stood in place of a parent
519 for the employee, or because of a domestic partnership with the employee or with an immediate
520 family member. In the event of the death of an employee's extended family the employee shall
521 be granted a leave of absence with pay not to exceed three (3) days. An employee shall be
522 permitted to reserve one of the days to be used at a later date, to attend a burial or a celebration of
523 life, provided, however, that the employee must so notify the employer at the time of the request
524 for bereavement leave.
525

526 Accumulated leave may be used to extend the employee's absence beyond the leave identified
527 above.
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529 Probationary employees shall be entitled the benefit of bereavement leave.
530
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SECTION 5 - Jury Duty

Employees shall be granted a leave of absence at such times as they are required to report for jury duty or jury service. Employees will be paid their regular salary and shall turn over to the County any and all compensation received for jury service. If an employee is discharged from daily jury duty and is still within his work schedule, the employee shall immediately return to work. If an employee is required to report to jury duty or jury service prior or following their work shift, the employee, in consultation with their supervisor shall have the option of starting their shift late or leaving their shift early by the off-duty hours they were required to participate in jury duty or jury service.

SECTION 6. Leave without pay

Leave without pay for reasons that do not qualify for FMLA coverage will not be granted until an employee has used all accrued vacation.

ARTICLE 10 - WORKERS' COMPENSATION

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

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

ARTICLE 11 - DISCIPLINE AND DISCHARGE

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

- Written reprimand
- Suspension (notice given in writing)
- Demotion (notice given in writing)
- Corrective Probation (notice given in writing)
- Discharge (notice given in writing)

Discipline shall only be for just cause. During any meeting with the Employer, should it become apparent that the purpose is to either investigate for a possible disciplinary offense or to discipline the employee, then the employee may terminate the meeting until such time as the employee can obtain Union representation, if the employee so desires.

Nothing in this contract shall prevent the Employer from calling an employee in for counseling purposes as deemed necessary by the Employer. Such counseling shall not be considered disciplinary action, but written documentation of the counseling session may be placed in the employee's file.

Documentation of the counseling shall be removed after one (1) year from the date of counseling if no further counseling or disciplinary action has been taken regarding that employee on the same subject. Documentation of a written reprimand shall be removed after one (1) year of the date of the written reprimand if no further counseling or disciplinary action has been taken regarding that employee on the same subject. Documentation of a suspension, corrective probation or demotion shall be removed after three (3) years. The County may maintain a historical summary record of all action taken regarding an employee in the employee's personnel file, but this may not be used for purposes of discipline except within the time frames stated above.

The Department Head or designee may place an employee on administrative leave with pay for purposes of conducting an administrative investigation or if the employee is the subject of a criminal investigation. When an employee becomes the subject of an internal investigation, they shall be notified in writing of such investigation, unless such notification would interfere with or compromise an ongoing investigation. In the event of a criminal investigation, such paid leave shall end if the employee is charged with a crime by any law enforcement agency or after sixty (60) days whichever is sooner. If criminal charges are pending against an employee, the unpaid administrative leave may extend until such time as the charges are finally resolved. Only if the employee is acquitted or similarly absolved from guilt on all charges (unless acquittal or absolution is the result of a procedural or technical issue such as an invalid search or confession) and if the employee is returned to work, the employee shall be paid regular base wages for that time spent on leave.

ARTICLE 12 - GRIEVANCE PROCEDURE

SECTION 1 - Grievance and Arbitration Procedures.

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

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

Step Two. If the grievance remains unadjusted after Step One, it may be presented by the Union Steward, Union representative or Grievance Committee to the County Commissioners, in writing, within ten (10) working days after the response of the immediate supervisor is due. The Commissioners shall act in accordance with 30-A M.R.S.A. §501 or the appropriate statute after the presentation of the grievance to them. The County Commissioners and the Union's Business Agent shall schedule a Step Two meeting to be held between the parties on the second Tuesday of each month. The County Commissioners shall respond in writing within fifteen (15) working days from the date when the grievance was heard.

Step Three. If the grievance is still unsettled, either party may, within fifteen (15) working days after the decision of the Commissioners is due, by written notice to the other, request arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) working days after notice has been given. If the parties fail to select an arbitrator, the State Board of Arbitration and Conciliation may be requested by either or both parties to serve as arbitrators on the grievance.

A working day shall mean any day, Monday through Friday, excluding holidays, recognized in this Agreement, as applied to posting procedures and grievance time limits.

The decision of the arbitrator shall be final and binding so long as not in conflict with Maine statutes and the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument. Expenses for the arbitrator's services in the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made and each side shall be responsible for the cost of such preparation.

SECTION 2 Processing Grievances During Working Hours.

The Employer agrees that the applicable Union Grievance Committee member will be allowed, without loss of pay, to:

- (1) Respond to a request of an employee(s) to investigate and process a grievance;
- (2) Transmit official Union communications to the Employer; and/or the Union
- (3) Consult with the Employer, or his designee, concerning the interpretation and application of this Agreement.

SECTION 3 - General Provisions

1. (a) All of the time limits contained in this Article may be extended by mutual agreement of the parties.

(b) Should the employee and/or Union fail to appeal the grievance within the specified time limits, the grievance shall be considered settled on the basis of the Employer's last decision.

(c) Should the Employer fail to render a decision within the specified time limits, the grievance shall be considered as automatically appealed to the next step of the grievance and arbitration procedure.

2. Written responses at each step will be given to the grievant with a copy to be furnished to the applicable Union Representative.

3. The parties may mutually agree when circumstances warrant to by-pass steps of the grievance procedure.

4. The time limits for filing grievances at each step are mandatory and the failure to comply therewith at any step of the process shall result in a loss of the right to pursue the grievance.

ARTICLE 13 - INSURANCE AND PENSIONS

Health Insurance. The Employer may change health insurance carriers or program without first having to bargain with the Union so long as the coverage of the new health insurance program would be comparable to the existing program. The employer shall communicate its intention to do so and provide pertinent information to the employees through the Healthcare Advisory Committee. The Unit agrees to appoint two (2) of its members to said Committee and to insure that at least one (1) such member attends meetings of this Committee. If under the Affordable Care Act the County is required to make changes to its health insurance program, the parties agree to bargain in good faith during the term of this Agreement concerning such changes.

The County will provide the 2,000/4,000 Plan. Individuals shall contribute towards the cost of the health insurance plan on a weekly basis (48 weeks per year) as follows:

Single	\$0
Emp/Spouse	\$75
Emp/Child	\$70
Family	\$125

Employees shall be responsible for the payment of premiums through payroll deduction. Deductibles and Health Savings Plan: The deductibles under the 2,000/4,000 Plan are \$2,000 for the Single Plan and \$4,000 for all other plans. To offset the impact of these deductibles, the County will provide employees with Health Savings Plans. The County will fund the HSAs as follows:

01/01/26 to 12/31/26

Single	\$2,000
Emp/Spouse	\$4,000

706 Emp/Child \$4,000
 707 Family \$4,000

708

709 01/01/27 to 12/31/27

710

711 Single \$2,000
 712 Emp/Spouse \$4,000
 713 Emp/Child \$4,000
 714 Family \$4,000

715

716 01/01/28 to 12/31/28

717

718 Single \$1,000
 719 Emp/Spouse \$2,000
 720 Emp/Child \$2,000
 721 Family \$2,000

722

723 For new hires as of January 1, 2025, the HSA funds will be deposited in a prorated amount equal
 724 to ½ at hire, and the second ½ after 6 months. If a new hire has medical needs for the second
 725 payment prior to 6 months, they should make a request in writing to HR and provide the most
 726 recent medical summary to be given an advance of the second deposit.

727 The County agrees to continue its \$18.00 per month payment for Dental Insurance

728

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

730

731 The County will pay 1/2 of the premium for individual employee health insurance for employees
 732 who retire from County employment after 24 years of service except employees that are eligible
 733 under Section 2 of this article.

734

735 If the annual health insurance premium is reduced by (1) one percent or more from the previous
 736 years' annual premium, either party may request that the contract be re— opened for the purpose
 737 of negotiating the cost sharing allocation of the amount of the reduction between the employer
 738 and the employee.

739

740 **Cash In Lieu-**

741

742 Employees who can provide proof of another employer's ACA compliant health insurance and
 743 elect not to be covered under the County's Health Insurance plan, shall receive a sum of \$300
 744 per month before taxes. This does not prevent the employee from enrolling in the plan at a later
 745 date due to a life changing event.

746

747 SECTION 2 -A- Retirees/Health Insurance.

748

749 Any Clerical Employee hired prior to January 1, 1990, who is also a participating member of the
 750 County Participating District under the Maine State Retirement System as of January 1, 1990,

will be eligible to have the employee's County insurance plan monthly premium for the individual plan paid by the County, provided the employee fulfills the following requirements:

(a) The employee is a permanent, full-time employee at the time of retirement and a participating member of the County Participating District under the Maine State Retirement System.

(b) The employee has had continuous service with the County for the last previous ten (10) years before retirement from the County.

(c) The employee's retirement circumstances would qualify the employee for retirement under the Maine State Retirement System.

SECTION 2-B Life Insurance:

The Employer shall offer, as an option to employees, up to their annual salary rounded up to the next \$1000 of life insurance coverage under the Maine State Retirement System. The Employer to pay any premium exceeding fifteen cents (15 per 1000 dollars per week) the remainder to be paid by the employee. Any such amounts are to be deducted from the employees pay as a weekly payroll deduction. All requests for such coverage from the employee must be in writing.

SECTION 3 - Retirement - Maine State Retirement System.

The employer shall offer the option to employees to participate in the Maine State Retirement System under the options selected and in effect as of January 1, 1988.

Deferred Compensation Program. The Employer shall offer as an option effective January 1, 1999, a deferred compensation program administered through VOYA Insurance Company. Employees may elect to participate in either the Maine State Retirement System plan described in Section 3 or in this deferred compensation plan. Employees may also elect to participate in neither.

An employee who elects to participate in the deferred compensation plan shall authorize payroll deductions of at least Six Hundred Dollars (\$600.00) per year for contribution to the Plan. The County shall contribute an equal amount to the plan on behalf of the non- probationary employee up to seven percent (7.5%) of the employee's base pay for the calendar year Employees can contribute to the plan on all compensated hours from date of hire.

Dual Participation. If an employee participates in the Maine State Retirement option and wishes to participate in the Deferred Compensation Program, the employee may do so, but only at the employee's own expense, and no contribution will be made by the county.

ARTICLE 14 - HOURS OF WORK

Clerical Employees:

Clerical I employees will work seven and one-half (7 1/2) hours a day, Monday through Friday, between the hours of 8:00 a.m. and 4:30 p.m. Clerical II employees will work eight (8) hours per day, Monday through Friday, between the hours of 8:00 a.m. and 4:30 p.m. It is intended that, at the discretion of the Department Head, lunch periods may be for one-half hour with the work day beginning at 8:30 a.m. or ending at 4:00 for a designated number of employees and on a rotating basis. This provision is not grievable.

Cell Phone Stipend- District Attorney's Office

Due to the requirements of the county employees within the district attorney's office and working at multiple locations, staff will be allowed a \$30.00 per month cell phone stipend. This stipend is allowable for all clerical II staff, victim witness advocates and coordinator as well as the Office Manager.

Custodial Employees:

The Custodian shall work a forty (40) hour work week, Monday through Friday, 3:00 p.m. until 11:00 p.m., with a one half (1/2) hour paid lunch break.

Custodial staff shall not be asked to alter their regular 40-hour work week schedule to accomplish any special cleaning tasks. Staff can and may be asked to alter their work flow for the week to accommodate the special cleaning requests i.e. stripping and waxing floors.

ARTICLE 15 - OVERTIME AND COMPENSATORY TIME

Employees shall be paid for overtime work only in those instances where such work overtime has been approved in advance by both the immediate supervisor and the Penobscot County Commissioners.

On such occasions, employees shall be paid time and one-half (1 1/2) their regular rate of pay for work performed in excess of thirty-seven and one-half (37 1/2) hours for clerical and (40) hours for Custodial and Clerical Specialist II employees. Payment of overtime shall be in the form of compensatory time off or the payment of dollars for all hours actually worked in excess of thirty-seven and one-half (37 1/2) hours for Clerical and (40) hours for Custodial and Clerical Specialist II employees. Compensatory time shall be calculated at time and one-half (1/2) where compensatory time is the form of payment for overtime.

ARTICLE 16 - UNION BULLETIN BOARDS

The Employer agrees to furnish and maintain two suitable bulletin boards, one in the side entrance lobby to the Courthouse and one in the hallway of the Probate Annex. The Union shall limit its posting of notices and bulletins to such bulletin boards. No material demeaning to the Employer, political or advocating an illegal activity may be posted.

ARTICLE 17 - UNION ACTIVITIES

The Employer agrees that during work hours, and without loss of pay, up to two Union Representatives shall be allowed to attend negotiating sessions.

Duly authorized representatives of Council No. 93 shall be permitted access into work areas for the purpose of transacting business within the scope of representation. In no event will such activities interfere with the performance of employee(s) duties nor violate the agency's security policies and will not be an inconvenience to the operation of the department.

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 unreasonably be denied.

Employer agrees to permit two union members to take up to four days total per year paid time to attend conferences, seminars, meetings, conventions, and other similar training/informational meetings as may arise through AFSCME Council 93 so long as their absence from work shall not, in the discretion of the Department Head, interfere with the effective and efficient operation of County business. Requests for such leave will not be unreasonably denied. After the four days of paid time is exhausted, union members who so attend said Union functions shall be required to use accumulated vacation benefits.

ARTICLE 18 - WORK RULES

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

ARTICLE 19 - RESIGNATIONS

When an employee makes their decision to leave Penobscot County employment, they should put their resignation in writing. To depart in good standing, an employee must provide at least ten (10) days' advance written notice unless otherwise agreed. The written notice of resignation may be rescinded until three (3) days prior to the departure date.

If a former employee were to be rehired to their previous position within six (6) months of separation they may be rehired at the same pay step as previously held on the date of separation. Seniority and other benefits shall accrue on the new hire date.

ARTICLE 20 - PROBATIONARY EMPLOYEES

This contract as to discipline and discharge shall not apply to probationary employees to be defined as the first six (6) months of continuous employment.

ARTICLE 21 - MANAGEMENT RIGHTS

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

ARTICLE 22 - NO STRIKE - NO LOCKOUT

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

ARTICLE 23 - SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this contract or of 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 recourse in support of its demands, notwithstanding any provision in this contract to the contrary.

ARTICLE 24- WAGES

SECTION 1 - Ranges and Rates.

While new hires usually start at Step 1, the County may start a new hire at any Step up to and including Step 3 if the County deems it appropriate.

The Pay Ranges and Rates shall be as set forth below. There is one year between each step with the exception of Step 8, which is reached after 10 years of service. The following wages are derived from the 2025 wage rates by taking Step 2 of each category (an add/drop), incorporating the \$2.00 retention pay, establishing the subsequent steps at 3% higher than each previous steps, and then applying the following wage increases: 4.0% for 2026, 3.0% for 2027, and 3.5% for 2028.

Clerical Specialist

			1	2	3	4	5	6	7	8
Clerical 1	2026	4%	21.61	22.26	22.93	23.62	24.32	25.05	25.80	26.71
				3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.50%
	2027	3%	22.26	22.93	23.62	24.32	25.05	25.80	26.58	27.51
				3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.50%
	2028	3.5%	23.04	23.73	24.44	25.17	25.93	26.71	27.51	28.47
				3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.50%

Clerical Specialist II/Paralegal

Clerical 2	2026	4%	24.30	25.03	25.78	26.56	27.36	28.18	29.02	30.04
				3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.50%
	2027	3%	25.03	25.78	26.56	27.36	28.18	29.02	29.89	30.94
				3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.50%
	2028	3.5%	25.91	26.69	27.49	28.31	29.16	30.04	30.94	32.02
				3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.50%

Custodian

Custodian	2026	4%	19.75	20.34	20.95	21.58	22.23	22.90	23.58	24.41
				3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.50%
	2027	3%	20.34	20.95	21.58	22.23	22.90	23.58	24.29	25.14
				3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.50%
	2028	3.5%	21.05	21.69	22.34	23.01	23.70	24.41	25.14	26.02
				3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.50%

SECTION 2 - Promotion. A promotion shall be defined as being employed in a job that is in a higher pay range than the previous job. Any promotion includes a six (6) month probation period. In no case will the employee be paid above the employee's appropriate job rate. The employee who is promoted shall be advanced to Step 1 of the classification being advanced to. Should such action result in less than a five percent (5%) increase in pay, the employee shall be advanced to the applicable step for the range to which she/he was promoted that will result in the employee being given at least a five percent (5%) increase.

Employees will be considered for other County positions if it is determined by the Employer that the applicant is qualified. The semi-annual evaluations, past performance, seniority and ability will be among the factors used for consideration.

SECTION 3- Longevity

Any full-time employee who has completed twenty (20) years of continuous service with the County, shall be paid, in addition to their normal salary, a one-time stipend of \$1,500.00 dollars.

SECTION 4- Lateral Movement

In order to bring attract and recruit qualified and experienced applicants, new employees with prior experience may be brought in at a step higher than 1 on their positions pay scale. On the recommendation of the Department Head, and with approval of the County Administrator, the County may offer the new employee a step no higher than Step 3 of the pay scale as their starting wage.

SECTION 5 - Appreciation Bonus

Each employee in this unit will receive a one-time appreciation bonus in the amount of \$250. This bonus will be paid upon final execution of this contract by both parties.

ARTICLE 25 – LABOR MANAGEMENT MEETINGS

During each calendar year, Labor or Management may request a meeting to discuss labor/management issues. Such request must be made to the Department Head or the Bargaining Agent. The party requesting such meeting must provide a written agenda to all participants at least seven (7) days prior to the meeting. No party may request more than two (2) meetings in a calendar year unless the other party agrees.

ARTICLE 26 - TERM OF AGREEMENT

This Agreement shall be effective upon January 1, 2026 and shall expire on December 31, 2028 unless otherwise noted in this contract or by side bar agreement.

ARTICLE 27 - TERMINATION

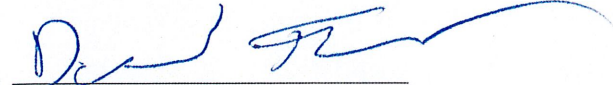
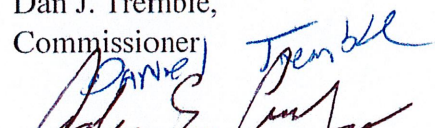
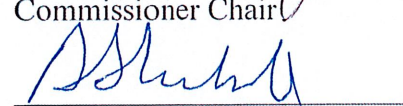
This Agreement shall remain in full force and effect until December 31, 2028. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. Any existing MOUs will be reviewed during negotiations and either added to the contract, terminated, or extended as may be appropriate. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations or until notice of the termination of this Agreement is provided to the other party in the manner set forth below.

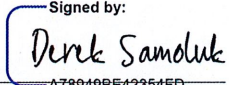
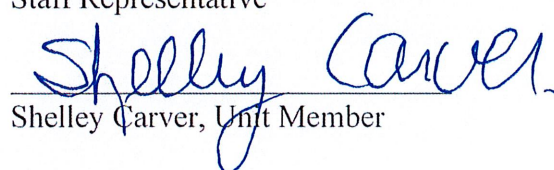
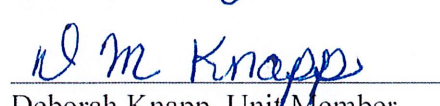
SIGNATURES

IN WITNESS of their Agreement, the parties have set their signatures below this 21 day of January, 2026.

FOR PENOBSCOT COUNTY

FOR AFSCME COUNCIL NO. 93


 Dan J. Tremble,
 Commissioner

 Andre E. Cushing III,
 Commissioner Chair

 Dave S. Marshall,
 Commissioner

Signed by:

 Derek Samoluk,
 Staff Representative

 Shelley Carver, Unit Member

 Deborah Knapp, Unit Member