

1
2 **COLLECTIVE BARGAINING AGREEMENT**
3
4 **COUNTY OF PENOBCOT**
5
6 **AND**
7
8 **COUNCIL 93 OF THE AMERICAN FEDERATION OF**
9 **STATE, COUNTY AND MUNICIPAL EMPLOYEES**
10
11 **REPRESENTING THE**
12
13 **PENOBCOT GENERAL BARGAINING UNIT**
14
15 **LOCAL 2011-02**
16
17 **EXPIRES DECEMBER 31, 2028**
18
19

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51 **ARTICLE 1 - PREAMBLE**

52

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

56

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

62

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

66

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

78

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

82

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

85

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

89

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

92

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

95 Immediate Family - spouse, significant other, parents, children, brother, sister, grandparents,
96 grandchildren, or stepparents/step-children/step grandparents/step brother/step sister.
97
98 Significant Other – means a relationship that exists between an employee and some other person
99 whom are not married, that is intended to remain indefinitely, where there is joint responsibility
100 for each other's common welfare, where there are significant shared financial obligations and the
101 employee and other person live together in a shared primary residence. The relationship must
102 have existed for at least six months before benefits may be provided under this agreement. The
103 Department Head shall, in the Department Head's discretion, determine whether a significant
104 other relationship exists.
105
106 Extended Family - father-in-law, mother-in-law, grandparents-in-law, brother/sister-in-law,
107 son/daughter in-law.
108

ARTICLE 2 - RECOGNITION

111 The Bargaining Unit governed by this Agreement is the Penobscot County Clerical and
112 Custodial, to be recognized as Penobscot General Unit Employees 2011-2 pursuant to the
113 certification issued by the MLRB on May 2006.
114
115 The employer recognizes the Union as the sole and exclusive bargaining agent for all full-time
116 County employees in the unit for the purposes of negotiating salaries, wages, hours of work and
117 all other working conditions for the said employees within the bargaining unit. For membership
118 details, including joining, termination, and union benefits, see your steward. The Union may
119 request updated employee lists with contact information and date of hire as needed.
120
121 At least two (2) weeks prior to adding or deleting a position which involves Bargaining Unit
122 work, the County shall notify the AFSCME Staff Representative and Unit Chair of the proposal
123 to give the AFSCME Staff Representative and/or Unit Chair the opportunity to voice concerns to
124 the County regarding the proposal and/or discuss the proposal with the Maine Labor Relations
125 Board.
126

ARTICLE 3 - CHECK-OFF

129 The Employer agrees to deduct the Union membership initiation fee, regular monthly dues and
130 benefit premiums from the pay of those employees who individually request in writing that such
131 deductions be made. The amount to be deducted shall be certified to the Employer by the Union
132 and the Employer will forward all such collections to the Secretary-Treasurer of the Union on a
133 monthly basis. The Union shall indemnify and hold the Employer harmless against all claims and
134 suits which may arise by reason of any action regarding deductions of said dues and remitting
135 the same to the Union pursuant to this Article. The employee authorization shall be irrevocable
136 during the term of this agreement.
137

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

145

146 **ARTICLE 4 - UNION SECURITY**

147

148 Each covered employee (Clerical Specialist, Clerical Specialist II/Paralegal, and Custodian) who
149 does not join the Union within thirty (30) days of the signing of this Agreement or not later than
150 thirty (30) days after date of hire, whichever occurs later, may be required by the Union to pay to
151 the Union a representation fee. It shall be the Union's responsibility to determine the
152 representation fee to be paid by non-members and the Union shall indemnify the Employer
153 against any and all claims, suits or other liability regarding the determination, collection or
154 enforcement of these representation fees, including attorney's fees and costs.

155

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

161

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

164

165 **ARTICLE 5 - HOLIDAYS**

166

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

170

171 New Year's Day	Labor Day
172 Martin Luther King Day	Indigenous Peoples' Day
173 Presidents' Day	Veterans' Day
174 Patriot's Day	Thanksgiving Day
175 Memorial Day	Day after Thanksgiving Day
176 Juneteenth	Christmas Day
177 Independence Day	

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

182
183 To be eligible for holiday pay, the employee must have worked the employee's last scheduled
184 work day prior to the holiday and the employee's first regularly scheduled work day after the
185 holiday, except in those cases where an employee may miss one of those days due to illness.
186 Implementation of this exception is within the discretion of the Department Head and the
187 employee must request this exception and do so within five (5) days of the missed day.
188 Employees on paid leave shall be eligible for holiday pay as set forth above.

189
190 Employees on unpaid leave shall not be eligible for holiday pay. Employees on intermittent
191 unpaid leave, and who work an average of one-half of their base work hours in a calendar month,
192 shall be entitled to holiday pay as set forth above.

193
194 Snow Days: In the event that the Commissioners declare a snow day or other weather-related
195 emergency and release non-essential employees from work for the day or any portion thereof,
196 those essential employees who are not so released shall have no claim for any compensatory time
197 or any enhanced pay for that day.

198
199 The Department Head, with approval by the County Administrator, will use discretion on days
200 with poor weather conditions when deciding to either require the custodial staff to report to work
201 or releasing them from their shift depending on the weather conditions and timing of the event.

202
203 Christmas Eve. If the day before Christmas falls on a weekday, all employees covered by this
204 Agreement except custodians shall be permitted to leave at noon, and receive a full days' pay. If
205 the day before Christmas falls on a weekday, custodians will begin work at 12:00 p.m. and be
206 permitted to leave at 4:00 pm and receive a full day's pay.

ARTICLE 6 - SENIORITY

207
208 Seniority means an employee's length of continuous service with the Employer since the
209 employee's last date of full-time hire. Each year the Employer shall post on all bulletin boards a
210 seniority list showing the continuous service of each employee. A copy of the seniority list shall
211 be furnished to the local Union when it is posted.

212
213 As to hiring, promotions or transfers, such decisions shall remain within the sole discretion of the
214 Employer and seniority within the department shall be but one factor considered in such
215 determinations. No bumping of any sort, particularly among departments, is intended or
216 authorized by this contract, except where specifically provide for in the Article.

217
218 In cases of layoffs, the least senior employee within the Department affected by the layoff shall
219 be laid off first. The County shall give employees about to be laid off two (2) calendar weeks'
220 notice of such layoff. The County, in its discretion, may choose to permit the employee to leave

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

231
232 If an employee is laid off, the employee can elect to bump any part time employee working
233 within the same department. The laid off employee must make the election within two weeks'
234 notice of such layoff. The laid off employee may continue to perform the part time work so long
235 as the part time work is deemed necessary by the County. In the case of multiple layoffs,
236 bumping rights are given on a first-come, first-served basis. Employees who elect to bump into
237 part time positions shall remain eligible for recall up to one year from the date of lay off.

238
239 When hiring for positions within the County, all vacancies shall be posted within the various
240 Departments within the bargaining unit, and all bargaining unit members may apply for and be
241 considered to fill any vacant County positions.

242
243 Any employee who transfers or is promoted to another position shall have fourteen (14) calendar
244 days to return to the employee's previously held position without prejudice provided the position
245 they vacated has not yet been filled.

ARTICLE 7 - VACATIONS

1. For Clerical Specialist I Employees:

250
251 Employees shall accrue 6.88 hours per month from date of hire through six years of continuous
252 service. At his discretion, the Department Head may grant up to thirty-seven and one half (37
253 1/2) hours of vacation before completing six (6) months of continuous permanent service.

254
255 After six (6) years of continuous service, employees shall begin to accrue 10 hours of vacation
256 on a monthly basis.

257
258 After fifteen (15) years of continuous service, employees shall begin to accrue 13.13 hours of
259 vacation on a monthly basis.

260
261 After twenty (20) years of continuous service, employees shall begin to accrue 16.25 hours of
262 vacation on a monthly basis.

263
264
265

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

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

270
271 After six (6) years of continuous service, employees shall begin to accrue 10.67 hours of
272 vacation on a monthly basis.

273
274 After fifteen (15) years of continuous service, employees shall begin to accrue 14 hours of
275 vacation on a monthly basis.

276
277 After twenty (20) years of continuous service, employees shall begin to accrue 17.34 hours of
278 vacation on a monthly basis.

279
280 3. For Custodial & Clerical Specialist I & II/Paralegal Employees:

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

283
284 All vacation time shall be computed from date of full-time hire, based on continuous time of
285 service and may be accumulated up to a maximum of 150 hours for clerical employees and 160
286 hours for custodial employees.

287
288 After the completion of six (6) years of service, it may be accumulated up to 187.5 hours for
289 clerical and 200 hours for custodial employees.

290
291 After the completion of fifteen (15) years of service, it may be accumulated up to 225 hours for
292 clerical and 240 hours for custodial employees.

293
294 4. Employees on paid leave shall continue to accrue vacation leave benefits. Employees on
295 unpaid leave shall not be entitled to the accrual of vacation leave benefits for the duration of
296 such unpaid leave. Employees on intermittent unpaid leave, and who work an average of one-
297 half (1/2) of their normal work hours in a calendar month shall be entitled to the accrual of
298 vacation leave benefits for that calendar month.

299
300 5. Within each Department, a process shall be put in place that allows vacation time to be
301 distributed fairly among members of the bargaining unit. Vacation requests shall be limited to
302 within the calendar year. Vacations, where possible, shall be granted for the time requested by
303 the employee. The Employer may limit the number of employees on vacation at the same time
304 based on work demands. If work demands make it necessary to limit the number of employees
305 on vacation at the same time, the employee with the greatest seniority shall be given the
306 employee's first choice of vacation for up to one week per year. Employees who request
307 vacation in weekly increments may be given preference over employees who request vacation in
308
309

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

312
313 6. Upon written notice, an employee who has accumulated vacation leave may sell back to
314 the County up to two (2) weeks of accumulated vacation leave.

315
316 7. Accumulated vacation pay will be paid to the employee upon retirement or termination or
317 to their estate upon death.

318
319 **ARTICLE 8- SICK LEAVE**
320

321 **SECTION 1 - Sick Leave.**
322

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

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

329
330 Custodial Employees shall be allowed eight (8) hours of sick leave for each month of service.

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

338
339 At the time of separation in good standing from the County, those employees with ten (10) or
340 more consecutive years of service with the County shall be paid one-half of their accumulated
341 sick leave, up to 337.5 hours for clerical employees and 360 hours for custodial employees, at
342 their current rate of pay as of the date of separation.

343
344 In addition, at the time of separation in good standing, an employee with fifteen (15) or more
345 consecutive years of service with the County shall be entitled to be paid from their sick leave
346 bank, up to 112.5 hours for clerical employees and 120 hours for custodial employees, if such
347 hours are available, at the base rate from their leave accumulated in the sick leave bank. An
348 employee with twenty-five (25) or more consecutive years of service with the County shall be
349 entitled to be paid from their sick leave bank, up to 150 hours for clerical employees and 158.5
350 hours for custodial employees, if such hours are available, at the base rate from their leave
351 accumulated in the sick leave bank.

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

359
360 No employee may use unpaid leave until all accrued sick leave has been exhausted.
361 Notwithstanding the foregoing, the County will follow all state and federal leave laws and
362 regulations in determining whether employees on FMLA leave may be required to use accrued
363 leave other than vacation leave.

364
365 SECTION 2 - Sick Leave Compensatory Day.
366
367 Clerical/Paralegal Employees who do not use sick leave shall be awarded 1.88 hours off, for each
368 calendar month in which sick leave is not used and added to their vacation time.

369
370 Custodial Employees who do not use sick leave shall be awarded 2 hours off, for each calendar
371 month in which sick leave is not used and added to their vacation time.

372
373 SECTION 3 - Personal Leave.
374

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

382
383 Employees shall be provided and allowed to use 1 floating holiday per calendar year for all
384 personal, religious, business or family matters. Employees will give the County forty-eight (48)
385 hours' notice of their intent to use this leave. An employee's request to use their personal leave
386 shall not be arbitrarily or unreasonably denied.

387
388 SECTION 4 - Appointment Times.
389
390 Employees will make every effort to schedule any doctor or dentist appointments for off-duty
391 hours, such as before or after work, lunchtime, or weekends. When this is not possible,
392 employees may request in advance and department heads may authorize, either paid sick leave,
393 or may arrange for an employee to make up the time, to change lunch hours, or other similar
394 arrangements, or a combination of both to attend these appointments. If sick leave is requested,
395 leave will be granted in one half (1/2) hour minimum increments.

396
397

398 **SECTION 5 - Donated Sick Leave.**

399

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

406

407 **SECTION 6- Earned Paid Leave**

408

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

424

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

427

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

430

431 B. Use of leave.

432

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

435

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

437

438 3. Notice

439

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

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

445
446 b. Notice required for an emergency, illness or other sudden necessity must be reasonable
447 under the circumstances, recognizing that advance notice may not be feasible. In such
448 circumstances, an employee shall make a good faith effort to provide as much notice as is
449 feasible under the circumstances to the Department of the employee's intent to use leave.

450
451 C. Carry over. An employee may carry-over up to forty (40) hours of earned paid leave to the
452 following year, but carried-over time is counted toward the annual maximum accrual. For
453 example, if an employee carries over thirty (30) hours of leave, the employee may earn an
454 additional ten (10) hours of leave in the new year. If an employee carries over forty (40) hours of
455 leave, then the employee will have immediately reached the limit for the new fiscal year.

456
457 D. Treatment of leave upon separation. An employee will not be paid for accrued paid leave upon
458 separation from employment except as otherwise provided for vacation and sick leave under
459 Articles 7 and 8.

460 461 ARTICLE 9 - LEAVE OF ABSENCE

462 463 SECTION 1

464
465 A. Family and Medical Leave. The parties agree that the provisions of the
466 Family and Medical Leave Act shall apply to all members of this Collective Bargaining
467 Agreement. A copy of the County's FMLA Policy may be obtained through the Office of the
468 County Manager. In accordance with the Policy, employees may be granted a maximum of
469 twelve weeks of FMLA leave in any twelve-month period. The 12-month period during which
470 FMLA leave is calculated and during which FMLA leave may be taken is based on a calendar
471 12-month period, from January 1 to December 31. Leave time under the federal FMLA is
472 unpaid. While an employee is receiving FMLA time for the employee's own serious health
473 condition, the County requires employees to use any and all accrued paid sick time. If the
474 employee is still eligible for and requires FMLA time after the accrued time has been exhausted,
475 any remaining leave time would be unpaid. Notwithstanding the foregoing, the County will
476 follow all state and federal leave laws and regulations in determining whether employees on
477 FMLA leave may be required to use accrued leave other than vacation leave. In the event of
478 FMLA leave for other qualifying reasons, the employee should consult the Policy. Employees
479 should consult the Policy to determine eligibility for leave. Any request over and above the
480 Family and Medical Leave Act shall be in accordance with Section 2.

481
482 B. Paid Family Medical Leave. The County shall deduct 0.5% wages from each employee's
483 paycheck as required by the Paid Family Medical Leave Act and remit the same to the State in
484 accordance with the procedures set forth in the Act. For each employee, the City will pay the
485 other 0.5% of wages as required by the Act and remit the same to the state in accordance with
486 the procedures set forth in that Act. In the event that the Maine Department of Labor changes the
487 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.

510
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.

528
529 Probationary employees shall be entitled the benefit of bereavement leave.

530
531

532 SECTION 5 - Jury Duty

533

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.

542

543 SECTION 6. Leave without pay

544

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

547

ARTICLE 10 - WORKERS' COMPENSATION

549

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.

556

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

559

ARTICLE 11 - DISCIPLINE AND DISCHARGE

561

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

563

564 Written reprimand

565 Suspension (notice given in writing)

566 Demotion (notice given in writing)

567 Corrective Probation (notice given in writing)

568 Discharge (notice given in writing)

569

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

574

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

579
580 Documentation of the counseling shall be removed after one (1) year from the date of counseling
581 if no further counseling or disciplinary action has been taken regarding that employee on the
582 same subject. Documentation of a written reprimand shall be removed after one (1) year of the
583 date of the written reprimand if no further counseling or disciplinary action has been taken
584 regarding that employee on the same subject. Documentation of a suspension, corrective
585 probation or demotion shall be removed after three (3) years. The County may maintain a
586 historical summary record of all action taken regarding an employee in the employee's personnel
587 file, but this may not be used for purposes of discipline except within the time frames stated
588 above.

589
590 The Department Head or designee may place an employee on administrative leave with pay for
591 purposes of conducting an administrative investigation or if the employee is the subject of a
592 criminal investigation. When an employee becomes the subject of an internal investigation, they
593 shall be notified in writing of such investigation, unless such notification would interfere with or
594 compromise an ongoing investigation. In the event of a criminal investigation, such paid leave
595 shall end if the employee is charged with a crime by any law enforcement agency or after sixty
596 (60) days whichever is sooner. If criminal charges are pending against an employee, the unpaid
597 administrative leave may extend until such time as the charges are finally resolved. Only if the
598 employee is acquitted or similarly absolved from guilt on all charges (unless acquittal or absolution
599 is the result of a procedural or technical issue such as an invalid search or confession) and if the
600 employee is returned to work, the employee shall be paid regular base wages for that time spent
601 on leave.

602 603 **ARTICLE 12 - GRIEVANCE PROCEDURE** 604

605 SECTION 1 - Grievance and Arbitration Procedures.

606
607 A grievance is a complaint that the Employer has violated this Agreement. Grievances shall be
608 resolved as follows:

609
610 Step One. The grievance may be presented by the Union Steward, Union Representative or
611 Grievance Committee, to the immediate supervisor or the supervisor's designated representative
612 in writing within ten (10) working days of the date of the grievance or the employee's
613 knowledge of its occurrence. The immediate supervisor or the supervisor's designated
614 representative shall respond in writing to the Union Steward, Union Representative or Grievance
615 Committee within ten (10) working days. By written mutual agreement between the Union and
616 the immediate supervisor, the time for the filing of the grievance or the response of the
617 immediate supervisor or the supervisor's designated representative may be extended.
618

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

627

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

634

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

637

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

645

SECTION 2 Processing Grievances During Working Hours.

647

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

650

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

655

SECTION 3 - General Provisions

657

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

660

661 (b) Should the employee and/or Union fail to appeal the grievance within the
662 specified time limits, the grievance shall be considered settled on the basis of the
663 Employer's last decision.
664 (c) Should the Employer fail to render a decision within the specified time limits, the
665 grievance shall be considered as automatically appealed to the next step of the grievance
666 and arbitration procedure.

667
668 2. Written responses at each step will be given to the grievant with a copy to be furnished to
669 the applicable Union Representative.

670
671 3. The parties may mutually agree when circumstances warrant to by-pass steps of the
672 grievance procedure.

673
674 4. The time limits for filing grievances at each step are mandatory and the failure to comply
675 therewith at any step of the process shall result in a list of the right to pursue the grievance.

677 **ARTICLE 13 - INSURANCE AND PENSIONS**

678
679 Health Insurance. The Employer may change health insurance carriers or program without first
680 having to bargain with the Union so long as the coverage of the new health insurance program
681 would be comparable to the existing program. The employer shall communicate its intention to do
682 so and provide pertinent information to the employees through the Healthcare Advisory
683 Committee. The Unit agrees to appoint two (2) of its members to said Committee and to insure
684 that at least one (1) such member attends meetings of this Committee. If under the Affordable
685 Care Act the County is required to make changes to its health insurance program, the parties agree
686 to bargain in good faith during the term of this Agreement concerning such changes.

687
688 The County will provide the 2,000/4,000 Plan. Individuals shall contribute towards the cost of
689 the health insurance plan on a weekly basis (48 weeks per year) as follows:

690
691 Single \$0
692 Emp/Spouse \$75
693 Emp/Child \$70
694 Family \$125

695
696 Employees shall be responsible for the payment of premiums through payroll deduction.
697 Deductibles and Health Savings Plan: The deductibles under the 2,000/4,000 Plan are \$2,000 for
698 the Single Plan and \$4,000 for all other plans. To offset the impact of these deductibles, the
699 County will provide employees with Health Savings Plans. The County will fund the HSAs as
700 follows:

701
702 01/01/26 to 12/31/26

703
704 Single \$2,000
705 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 $\frac{1}{2}$ at hire, and the second $\frac{1}{2}$ 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,

751 will be eligible to have the employee's County insurance plan monthly premium for the
752 individual plan paid by the County, provided the employee fulfills the following requirements:
753

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

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

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

763 **SECTION 2-B Life Insurance:**

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

769 **SECTION 3 - Retirement - Maine State Retirement System.**

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

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

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

782
783 **Dual Participation.** If an employee participates in the Maine State Retirement option and wishes
784 to participate in the Deferred Compensation Program, the employee may do so, but only at the
785 employee's own expense, and no contribution will be made by the county.

ARTICLE 14 - HOURS OF WORK

793

794

795 Clerical Employees:

796

797 Clerical I employees will work seven and one-half (71/2) hours a day, Monday through Friday,
798 between the hours of 8:00 a.m. and 4:30 p.m. Clerical II employees will work eight (8) hours per
799 day, Monday through Friday, between the hours of 8:00 a.m. and 4:30 p.m. It is intended that, at
800 the discretion of the Department Head, lunch periods may be for one-half hour with the work day
801 beginning at 8:30 a.m. or ending at 4:00 for a designated number of employees and on a rotating
802 basis. This provision is not grievable.

803

804 Cell Phone Stipend- District Attorney's Office

805

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

810

811 Custodial Employees:

812

813 The Custodian shall work a forty (40) hour work week, Monday through Friday, 3:00 p.m. until
814 11:00 p.m., with a one half (1/2) hour paid lunch break.

815

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

819

ARTICLE 15 - OVERTIME AND COMPENSATORY TIME

820

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

824

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

832

833

834

835

ARTICLE 16 - UNION BULLETIN BOARDS

836

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

841

842

ARTICLE 17 - UNION ACTIVITIES

843

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

846

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

851

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

855

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

858

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

866

867

ARTICLE 18 - WORK RULES

868

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

874

875

876

ARTICLE 19 - RESIGNATIONS

877

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

882

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

886

ARTICLE 20 - PROBATIONARY EMPLOYEES

888

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

891

ARTICLE 21 - MANAGEMENT RIGHTS

893

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

899

ARTICLE 22 - NO STRIKE - NO LOCKOUT

901

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

906

ARTICLE 23 - SEPARABILITY AND SAVINGS CLAUSE

908

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

916

917 In the event that any Article or Section is held invalid or enforcement of or compliance with
918 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

Clerical Specialist II/Paralegal

Custodian

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

955
956 Employees will be considered for other County positions if it is determined by the Employer that
957 the applicant is qualified. The semi-annual evaluations, past performance, seniority and ability
958 will be among the factors used for consideration.

959
960 **SECTION 3- Longevity**

961
962 Any full-time employee who has completed twenty (20) years of continuous service with the
963 County, shall be paid, in addition to their normal salary, a one-time stipend of \$1,500.00 dollars.

964
965 **SECTION 4- Lateral Movement**

966
967 In order to bring attract and recruit qualified and experienced applicants, new employees with
968 prior experience may be brought in at a step higher than 1 on their positions pay scale. On the
969 recommendation of the Department Head, and with approval of the County Administrator, the
970 County may offer the new employee a step no higher than Step 3 of the pay scale as their starting
971 wage.

972
973 **SECTION 5 - Appreciation Bonus**
974
975 Each employee in this unit will receive a one-time appreciation bonus in the amount of \$250.
976 This bonus will be paid upon final execution of this contract by both parties.

977
978 **ARTICLE 25 – LABOR MANAGEMENT MEETINGS**

979
980 During each calendar year, Labor or Management may request a meeting to discuss
981 labor/management issues. Such request must be made to the Department Head or the Bargaining
982 Agent. The party requesting such meeting must provide a written agenda to all participants at
983 least seven (7) days prior to the meeting. No party may request more than two (2) meetings in a
984 calendar year unless the other party agrees.

985
986 **ARTICLE 26 - TERM OF AGREEMENT**

987
988 This Agreement shall be effective upon January 1, 2026 and shall expire on December 31, 2028
989 unless otherwise noted in this contract or by side bar agreement.

991

ARTICLE 27 - TERMINATION

992

993 This Agreement shall remain in full force and effect until December 31, 2028. It shall be
994 automatically renewed from year to year thereafter unless either party shall notify the other in
995 writing at least one hundred twenty (120) days prior to the anniversary date that it desires to
996 modify this Agreement. Any existing MOUs will be reviewed during negotiations and either
997 added to the contract, terminated, or extended as may be appropriate. In the event that such
998 notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary
999 date; this Agreement shall remain in full force and be effective during the period of negotiations
1000 or until notice of the termination of this Agreement is provided to the other party in the manner
1001 set forth below.

1002

1003

1004

1005

SIGNATURES

1006

1007

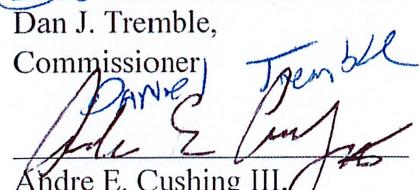
1008

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

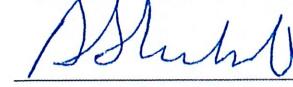
FOR PENOBCOT COUNTY



Dan J. Tremble,
Commissioner



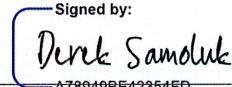
Andre E. Cushing III,
Commissioner Chair



Dave S. Marshall,
Commissioner

1009

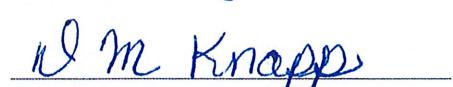
FOR AFSCME COUNCIL NO. 93

Signed by:

A78949BE42354FD...

Derek Samoluk,
Staff Representative



Shelley Carver, Unit Member



Deborah Knapp, Unit Member