AGREEMENT between

THE COUNTY OF YORK, MAINE and

LOCAL #1297 of the

MAINE STATE EMPLOYEES

ASSOCIATION-SERVICE

EMPLOYEES INTERNATIONAL

UNION, LOCAL 1989

January 1, 2013 to June 30, 2014

ARTICLE 1. Bereavement Leave
ARTICLE 2. Bulletin Boards
ARTICLE 3. Call-In Time
ARTICLE 4. Check-Off
ARTICLE 5. Conduct of Employees
ARTICLE 6. Contracting and Subcontracting
ARTICLE 7. Copies of Agreement
ARTICLE 8. Discipline and Discharge for Cause
ARTICLE 9. Drug-Free Workplace
ARTICLE 10. Employee Development and Training
ARTICLE 11. Employee Organization Leave
ARTICLE 12. Family Leave
ARTICLE 13. Grievance Procedure
ARTICLE 14. Group Health Program (Group Hospital, Surgical, and Major Medical Insurance)
ARTICLE 15. Group Life Insurance / Disability
ARTICLE 16. Hours of Work and Overtime
ARTICLE 17. Inclement Weather
ARTICLE 18. Jury Duty
ARTICLE 19. Labor / Management Committee on Safety & Health
ARTICLE 20. Leave Benefits
ARTICLE 21. Lodging and Meals Reimbursement
ARTICLE 22. Maine Public Employees Retirement System
ARTICLE 23. Maintenance of Standards
ARTICLE 24. Management Rights
ARTICLE 25. Meal / Lunch Breaks
ARTICLE 26. Membership Packets
ARTICLE 27. Military and Reserve Leave
ARTICLE 28. Non-Discrimination
ARTICLE 29. Outside Complaints and Investigations
ARTICLE 30. Parking
ARTICLE 31. Pension Benefits
ARTICLE 32. Performance Appraisal
ARTICLE 33. Personal Leave
ARTICLE 34. Personal Services
ARTICLE 35. Personal Vehicle
ARTICLE 36. Personnel Files
ARTICLE 37. Retirement
ARTICLE 38. Recognition
ARTICLE 39. Rest Periods
ARTICLE 40. Security
ARTICLE 41. Seniority
ARTICLE 42. Severability and Savings Clause
ARTICLE 43. Sick Leave
ARTICLE 44. Social Security
ARTICLE 45. Strikes & Lockouts
ARTICLE 46. Union Security

ARTICLE 47. Unemployment Compensation
ARTICLE 48. Vacation Leave
ARTICLE 49. Visit by Union Representatives
ARTICLE 50. Wages
ARTICLE 51. Workers Compensation
ARTICLE 52. Work Rules and Discipline

Preamble

Whereas the County of York (hereinafter referred to as the Employer) and the Maine State Employees Association, Service Employees International Union, Local 1989 and its York County Local #1297 (hereinafter referred to as the Union) desire to establish a constructive, cooperative and harmonious relationship, to promote effective service and quality of work life toward the accomplishment of the missions of the County and to establish, an equitable and peaceful procedure for the resolution of differences, the parties hereby enter into this Agreement.

ARTICLE 1
Bereavement Leave

In the event of death in the immediate family of an employee, the employee shall be granted five (5) working days leave of absence with full pay for each death to make household adjustments, arrange for medical services, or to attend funeral services. Immediate family is defined as spouse, mother, father, foster parents, children, brother, sister, grandparents, and grandchildren, father-in-law, mother-in-law, step parents, step children, or persons living in the immediate household. Employees shall be granted one (1) working day to attend the funeral or services for other relatives.

ARTICLE 2
Bulletin Boards

The Employer shall provide reasonable Bulletin Board space at all work sites for the use of the Maine State Employees Association-Service Employees International Union Local 1989 and its Local 1297 for the purpose of posting notices, bulletins and other materials consistent with the Union's right to inform its membership.

The Union is solely responsible for the accuracy of material that it posts. No materials defaming the Employer or engaging in or interfering with the politics of County Government will be placed on Union bulletin board space. All posted Union material shall be identified by official Union logo. (Reasonable will mean 1/4 of the bulletin boards.)

ARTICLE 3
Call-in Time

Any employee called to work outside of their regularly scheduled hours shall be paid for a minimum of four (4) hours at the rate of time and one-half. Staff training and required safety meetings are exempt from the call-back provision and employees will be paid for only the actual time worked, so long as the training meeting is contiguous with the beginning or end of an employee's shift.

ARTICLE 4
Check-Off

The Employer shall deduct from the pay of each employee weekly dues, fair share fees, service charges, PAGE deductions and premiums for union member benefit programs upon receipt of a

signed authorization from the Union member or the Union. The authorization form shall be provided by the Union. In the event of a change in the amount of dues, fees charges or premiums during the life of this Agreement, the treasurer of the Union shall so certify said change in writing to the Employer. After receipt of said changes, they shall have been deemed to have been authorized to be withheld on behalf of the employee.

The Employer shall forward all such dues, fair share charges, PAGE deductions and benefit premiums so collected, to the Treasurer of MSEA-SEIU Local 1989 on or before the fifteenth of the month, following the month in which they were collected along with separate lists of employees, social security numbers and the amount being withheld. Said dues, fair share fees, service charges, PAGE deductions and premiums shall be on separate checks.

The Union shall indemnity and save the Employer harmless against all claims and suits, which may arise by reason of any action taken in making deductions of said dues and remitting the same pursuant to this Article.

ARTICLE 5
Conduct of Employees

General Policy - A County employee is prohibited from engaging in conduct that would reflect unfavorably upon County service. County employees must avoid any action that might result in, or create the impression of, using public office for private gain, giving preferential treatment to any person or losing complete impartiality in conducting County business.

Receipt of Gifts - A County employee is prohibited from soliciting or accepting any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value.
Acceptance of nominal gifts in keeping with special occasions, such as marriage, retirement, Christmas, or unsolicited advertising or promotional materials, e.g. pens, note pads, calendars, of nominal value, is permitted. Contribution to a flower fund or gift to a fellow employee is allowable, provided such contribution is wholly voluntary on the part of the employee and that the gift is of nominal value in keeping with the spirit of the event.

Outside Employment - An employee may engage in outside employment provided:

1. There will be no interference with the performance of duties at the York County job.

2. There will be no conflict of interest as a result of the outside employment.

3. The employee in no way will utilize resources of the York County Government for purposes of their outside employment.

If it is determined that such outside employment is not advantageous to the respective department and, after consultation with the Department Head and the employee, the employee will be notified, in writing by the Department Head, that the outside employment must be terminated or the employee must resign their York County employment.

The Employer shall in no respect be liable nor grant sick leave or disability leaves in cases of any injury or illness to an employee while they are engaged in outside employment, nor to any occupational disability attributed thereto.

County Property - Employees must not, directly or indirectly, use or allow the use of County property of any kind for other than official activities. A County telephone may be used for personal business only on an emergency basis, and any personal long-distance calls made must be reported to the Department Head, who will require reimbursement from the employee upon receipt of the telephone charges.

Privileged Information - Employees may deal with plans and programs of significant public interest. Employees must not use this privileged information for their own financial advantages. If an employee finds that they have an outside financial interest, which could be affected by York County Government plans or activities, they must immediately report the situation to their supervisor. Each employee is charged with the responsibility of ensuring that they release only information that should be made available to the general public. Violation of privileged information or use of such for private gain is grounds for discharge of the employee.

Tardiness and Absence - Punctuality and regular attendance are expected. If an employee must be absent or late, they must notify the Department Head as early as possible. Habitual tardiness and absenteeism are causes for disciplinary action up to and including dismissal and are considered in requests for promotion and transfers.

ARTICLE 6
Contracting and Subcontracting

During the term of this Agreement, the Employer shall not contract out any work which would result in the reduction of staff or reduce the regular scheduled working hours of employees, as long as it can be performed, by the employees in-house.

ARTICLE 7
Copies of Agreement

The Employer agrees to provide, within thirty (30) days of the signing of this Agreement, copies of this Agreement to all employees in the bargaining unit and will be given to all new employees as part of their employment packet.

ARTICLE 8
Discipline and Discharge for Cause

Section 1

Employees may be discharged for just cause after the Employer has given due written warning to the employee and the Union Steward or other authorized agent of the Union. For record retention purposes, all disciplinary action of a verbal or written nature shall be removed from all files after a period of eighteen (18) months from the date of issuance and may not be relied upon for any purpose by either party. A copy of all disciplinary actions and removals from the personnel files of the employee in question, shall be given to the President of Local 1297. The spirit of this

clause is that discipline will not be allowed to accumulate against an employee without their knowledge.

Notwithstanding the above, the Employer shall place all written disciplinary action older than eighteen (18) months into the purged file. The purged file is maintained for the limited purpose of maintaining historical records of discipline for litigation purposes only. Release of purged file information can only occur where a court has ordered the release of otherwise confidential personnel records.

Section 2
Discipline

The purpose of disciplinary action shall be to correct an employee's inadequate performance so the employee may become a satisfactory employee. The employee's respective Department Head shall be responsible for providing appropriate disciplinary action. Disciplinary action for inadequate service shall be taken in situations including the following when:

1. an employee allows their work habits, production, or ability to handle the duties of the position to fall below an adequate level of performance;

2. an employee acts in a manner which impairs the discipline or morale of other County employees;

3. an employee commits an act of gross insubordination, including deliberate disobedience of a lawful directive given by their supervisor;

4. an employee steals property from other employees or the County and is charged and convicted of same or destroys the personal property of other employees or the County and is charged and convicted of same;

5. an employee is absent without leave as defined in Article 43 of this article;

6. an employee knowingly gives false statements to their supervisor or the public or knowingly falsifies public records;

7. an employee solicits or accepts gifts and/or gratuities other than those of a nominal nature for the performance of his/her regular duties;

8. an employee exerts political influence or unethical pressure on any County employee to secure promotion, reclassification, leave of absence, increase in pay and/or other special favors;

9. an employee removes County property from the Courthouse or other County worksites without appropriate permission of the proper authority.

All written disciplinary actions will be placed in the personnel file and may be retained for the period of time as outlined in Section 1 of this Article.

Disciplinary Procedures: Disciplinary actions shall be progressive and shall include the following:

1. corrective memorandum
2. written reprimand
3. suspension
4. discharge

In cases of extreme employee behavior, the progressive nature of disciplinary action may be waived and the higher levels of discipline may be imposed within the standard of just cause.

ARTICLE 9
Drug-Free Workplace

The Employer strictly prohibits the use of illegal drugs and / or alcohol in its workplaces. Possession, sale, purchase, or transfers of illegal drugs and / or alcohol while on the Employer's business shall be deemed a violation of this policy and shall be dealt with through the disciplinary procedures elsewhere outlined in this Agreement up to and including dismissal. This declaration is pursuant to and in conformance with the provisions and intent of Public Law 1-100-6990 Title V Subsection D, US Code 701 (Drug-Free Workplace Act of 1988). (The County will institute a Drug program during the year 2005, of which the Union will receive a copy for input).

ARTICLE 10
Employee Development and Training

The Employer may provide tuition reimbursement not to exceed five hundred dollars ($500.00), for any course approved in advance by the Department Head, taken voluntarily, on the employee's own time, which is related to the job and for which the employee obtains a passing grade of C/80 or better. Written application for reimbursement must be made in advance to the employee's Department Head with a record of the employee's grades provided. A Department Head may deny reimbursement if funding is not available in the Department budget. The employee shall receive a complete written explanation of denial.

The Employer further recognizes that seminars, conferences and other educational and training expenses are important to employee development. Where such opportunities are deemed to be of mutual value to the employer and employees, Department heads shall arrange for payment in advance to the providers of these seminars and training units.

Any employee required to attend a seminar, conference or course of training during working hours shall be considered "working", including any travel time, and will receive his/her normal wages or salary.

ARTICLE 11
Employee Organization Leave

1. Organizational Activities

   a. The Employer shall grant paid leave to any bargaining unit member who is elected to serve on the Board of Directors of the MSEA-SEIU, the Executive Board of the International Union, or delegate to a Convention of MSEA-SEIU or the Service Employees International Union, such leave not to exceed twelve working days per calendar year.

   b. The Employer shall grant up to four (4) years unpaid leave of absence to any bargaining unit member elected to a full-time position with the union or its affiliates without loss of seniority.

   c. The Employer shall grant three (3) working days per calendar year for each Union steward, to attend union approved education and training programs.

2. Stewards

The Union shall designate stewards from among the bargaining unit members to handle grievances, investigations, and other appropriate union business. The steward shall meet with supervisors, department head, and the County Manager to investigate and adjust conflicts and process grievances in order to resolve disputes at the lowest possible level. Such meetings shall be on the Employer's time and shall occur in such a manner as to cause as little disruption to County business as possible. The union will guard against the use of excessive time in handling appropriate matters. It is understood that all persons involved in employer / union relations will assume responsibility for conforming to appropriate standards of personal conduct. The steward, upon completion of business, will report back to their work assignment.

ARTICLE 12
Family Leave

Family Leave - Family medical leave act requests shall be granted to County employees in accordance with the provisions of Title 29 U.S.C. section 2612 et seq., 26 MRSA section 843 et. seq., and CFR Title 29 part 825.

The Family Medical Leave Act (FMLA) requires employers with fifty or more employees to provide up to 12 weeks per year of unpaid family and medical leave to eligible employees and to restore those employees to the same or equivalent position on their return. Eligible male and female employees are entitled to take leave for the birth, adoption or placement in foster care of a child, the care of a seriously ill child, spouse or parent or the employee's own illness.

ARTICLE 13
Grievance Procedure

Grievance and Arbitration Procedure
Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this Agreement, and also charges of favoritism or discrimination, shall be settled in the following manner:

Step 1. The aggrieved employee and / or his / her steward or representative shall present the grievance or dispute with the employee's Department head within twenty (20) working days of the date of the incident or the employee's knowledge of its occurrence. The Department Head shall attempt to adjust the matter and shall respond to the steward within ten (10) working days. For purposes of this Agreement, a working day shall be considered Monday through Friday (excluding holidays) 8:00 a.m. to 4:30 p.m.

Step 2. If the grievance remains unadjusted after Step 1, the Union shall submit the dispute to the County Manager in writing, within fifteen (15) working days after the response of the department head. The County Manager shall hold a meeting with the aggrieved employee and representative for the purpose of adjusting the grievance within fifteen (15) days of the request. The County Manager will provide a written response within ten (10) days of the Step 2 meeting. If no resolution is reached to the aggrieved employee, may proceed to Step 3 of the grievance in process.

Step 3. If the grievance is still unsettled after Step 2, the Union shall submit the grievance to the County Commissioners in writing within fifteen (15) working days after the response of the County Manager is due. The Board of Commissioners shall schedule a hearing within fifteen (15) working days after the grievance is submitted to the Board of Commissioners. The County department head, Union and aggrieved employee shall present all evidence relating to the grievance to the Board of Commissioners. After the hearing with the Commissioners, they may submit their findings orally or in writing. The Commissioners shall provide their written decision within fifteen (15) days of the date of the hearing.

Step 4. If the grievance is still unsettled after Step 3, the Union shall submit the grievance to arbitration by notifying the County Manager in writing within fifteen (15) working days from the publication of the commencing decision. The time period for requesting arbitration shall be strictly enforced. The Union and the County shall endeavor in good faith to agree upon a single neutral arbitrator, but if they cannot, the employer or the Union shall request that a panel of three arbitrators be appointed by the Executive Director of the Maine Labor Relations Board designated in accordance for procedures. The arbitrator shall have no authority to add to, subtract from, or modify the Collective Bargaining Agreement, nor to consider any matter covered by the procedure set forth in 30-A M.R.S.A. § 501. No award may be retroactive more than twenty (20) days prior to the date of written presentation of the grievance as provided in Step 1. All fees charged by the arbitrators will be borne equally by the parties. Nothing in this Article shall diminish the right of any employee under Maine law to present his own grievance, nor limit the right of an employee to resolve a grievance informally with the employer provided the resolution is not contrary to this Agreement, nor shall any provision of this Agreement be deemed to modify the rights and remedies provided under 30-A M.R.S.A. § 501. If a grievance concerns any determination of the Commissioners involving the exercise and management rights

under this contract, such a determination shall not be set aside by the arbitrators unless it shall be affirmatively found on the basis of credible evidence that the determination was made arbitrarily or in bad faith. The decision of the arbitrators, within the scope of the authority created in this Article, shall be final and binding upon all parties, subject to additional review under Maine Uniform Arbitration Act.

General Provisions:

1. All of the time limits contained in this Article may be extended by mutual agreement of the parties and such extensions shall, in order to be effective, be confirmed in writing. Similarly, the parties may mutually agree to bypass steps of the grievance procedure.

2. The employer agrees to provide all documents, notations or other materials relevant to the grievance upon written request from the union and its representatives.

3. Employees selected by the union to act as union representatives shall be known as "stewards". The names of employees selected as stewards, and the names of other union representatives who may represent employees shall be certified in writing to the employer by the Union.

4. Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its outside witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made providing it pays for the record and makes copies available, without charge, to the other party and to the Arbitrator.

5. All grievance meetings shall be held during working hours on the Employer's premises and without loss of pay. At each step of the grievance procedure a meeting between the parties shall be held. Stewards and officers may investigate and process grievances during working hours without loss of pay or benefits.

6. The arbitrator shall be limited to ruling on interpretations as to the application or meaning of the terms of this Agreement. The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, or any other agreements made supplementary thereto. Furthermore, the arbitrator shall not rule on proposed amendments to, or modification of this Agreement, or its expansion or renewal. It is further agreed that the arbitrator shall not add to change, or rule on any grievances or disputes, involving the basic wage structure of the Employer.

7. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony, argument or brief. If a brief is written, it will be given to the other side at the same time it is sent to the arbitrator. Expenses for the arbitrator's services shall be borne equally by the Employer and Union. However, each party shall be responsible for compensating its own representatives.

8. In no event can a grievance be taken to the next or any succeeding step of this procedure unless the union steward or representative meets the time limits or any extensions. Likewise, failure of the Employer to adhere to any of the time limits shall constitute agreement with the grievance and any requested remedies.

9. All employees who are involved in the grievance process must get permission from their respective Department Head to leave their worksite. If operational considerations or workloads temporarily delay the release of the employee, he/she will be released as soon as practicable. Absent that practicality, the hearing will be rescheduled for an alternate date if necessary.

ARTICLE 14
Group Health Program
(Group Hospital, Surgical, and Major Medical Insurance)

The Employer provides a comprehensive group hospital, surgical, and major medical plan for regularly scheduled employees who work a minimum of thirty (30) hours per week. New employees are eligible to join the plan after being employed 30 days. The employee will be enrolled in the plan on the first day of the next month following their 30 days of employment.

A comprehensive group insurance policy covering health, dental, life, weekly disability, long term disability and accidental death and dismemberment (collectively the "insurance plan") is provided for full-time employees of the Union. The insurance plan will require the employee to elect between two different plans as set forth below. An employee may opt out of coverage if the employee has alternative health insurance coverage.

HAS LC-1

The County agrees to pay one hundred (100%) of a full time employee's health coverage who select the HSA LC-1 Harvard Pilgrim health insurance coverage. The County will pay fifty percent (50%) of the cost of dependent health care with the employee responsible for the remaining fifty percent (50%) of the cost paid to the County through a payroll deduction from the employee's wages. The County will contribute to a Health Savings Account established by each employee selecting the corresponding coverage the following monthly amounts:

Employee:	$ 54.96
Employee / Children:	$118.76
Family:	$191.66

Employees may contribute additional amounts by payroll deduction up to the limits as established by law.

POS-14

The County agrees to pay eighty-five percent (85%) of the employees coverage who select the POS 14 Harvard Pilgrim coverage. The County agrees to pay fifty percent (50%) of the

cost of dependant healthcare insurance for those employees choosing to enroll into dependent health coverage with the employee's share paid through payroll deduction. For employees participating in the POS14 Plan, the County will make available a Flexible Spending Arrangement (FSA) so the employee can contribute pretax wages to the account through a salary reduction agreement which must be filed by the employee on or before December 15 of each calendar year. The FSA will be used to pay qualified medical and dependent care expenses. The employee must comply with other rules and regulations for the creation and maintenance of FSA plans. The County will make a one-time $200 contribution to each FSA account established in 2011.

Employees who qualify for health insurance coverage under this Article but elect to be covered by a spouse's or domestic partner's health care plan or an equivalent plan shall be entitled to a $1,800 cash payment prorated over 12 months after certifying other coverage to the County. The employee will thereafter be ineligible for County health insurance coverage for the succeeding 12 months unless a qualifying event occurs within this period.

A representative of the County and one representative from each Union shall form a committee effective January 1, 2012 to review health insurance providers and the cost of coverage with the goal of attempting to reduce the cost of health insurance.

Flexible Spending Account

The County will take appropriate action to establish two flexible spending accounts. One so that employees may have pre-tax income set aside for the payment of uncovered medical/health related expenses and the other so that employees may have pre-tax income set aside for payment of childcare/dependent care expenses.

The County agrees to pay for whatever "start-up" fee may be associated with the establishment of such accounts. It is understood that if there is a monthly fee required to participate in such accounts, it will be the responsibility of the employee to pay the fee(s). Participation in the flexible spending accounts is on a voluntary basis. The County will make a one-time contribution of $200 per employee for all employees opening an FSA account.

ARTICLE 15
Group Life Insurance / Disability

Group life insurance in an amount equal to one times the covered employee's base salary will be provided to all employees covered by the agreement.

The County shall provide at its expense long term disability coverage providing qualified employees up to 60% of regular earnings with a maximum of $3000 per month after completing a 180 day disability period.

The County shall provide at its expense a short term income protection plan that will pay a qualified employee up to 70% of regular earning. The employee shall be required to use all accumulated benefits as required by the disability insurer during any period of disability to make up the remaining 30% of his/her regular weekly earnings. There shall be an elimination period for each employee to qualify for coverage as required by the Plan but no longer than 14 days.

Long or short term disability shall not apply to any accident or illness covered by workers compensation insurance.

ARTICLE 16
Hours of Work and Overtime

1. The standard work week for all full-time employees shall consist of seven and one-half (7-1/2) hours per day, thirty seven and one-half (37-1/2) hours per week, Monday through Friday, except the jail mechanic, Sheriff's Executive Secretary, and the courthouse custodian shall work eight (8) hours per day, forty (40) hours per week Monday through Friday.

2. Time and one-half shall be paid for all time worked in excess of eight (8) hours per day, in any continuous twenty-four (24) hours, beginning at the starting time of the employee's shift.

3. Time and one-half shall be paid for all time worked, in excess of forty (40) hours in any week, less all time for which daily overtime has been earned. Time and one-half shall be paid for all work performed on Saturdays.

4. Double time shall be paid for all work performed on any of the holidays designated in Article 21, Section 2 of this Agreement and on Sundays.

5. The Employer will make every reasonable effort to provide for an equitable distribution of overtime work among employees performing somewhat similar work, within an occupational classification within a department, as far as practicable. However, the Employer recognizes on the basis of both employee equity and management practicability in the distribution of overtime that specific areas or working groups may be substituted for the word, department. Such specific areas or working groups may be intra or interdepartmental. When it is determined that such conditions exist, the parties, by mutual agreement in writing, may deviate from the "department" concept. A record of overtime worked shall be kept by the immediate Supervisor on a standardized Divisional form, in duplicate, and such information shall be made available, upon request, to the Union Representative and the employee involved. An employee may decline overtime work for compelling personal reasons. However, insofar as practicable and consistent with County requirements, the County will in good faith make every effort to notify the employees who are required to work on Saturday or Sunday by the end of their shift on Thursday or Friday.

6. When an employee is assigned temporarily by their supervisor or by the County Manager to a job for which they are qualified in a higher pay grade for a period of fifteen (15) working days, the employee shall be paid retroactively from the initial date of the temporary transfer for the duration of the temporary assignment. Employees shall be paid as if they had been promoted to such assignment. In no event may an employee acquire any status in a higher classification as a result of their temporary assignment. Acting capacity assignments shall not be made on an arbitrary or capricious basis. Employees

shall not be rotated in an arbitrary or capricious manner in order to avoid payment of acting capacity pay. This paragraph shall not be used in lieu of the proper processing of any request for reclassification.

ARTICLE 17
Inclement Weather

The Employer and the Union both recognize that occasionally, and in the interests of the safety of employees and the public, a work day or part of a work day may be canceled due to inclement weather. If employees, after arriving at work, are sent home due to inclement weather, they shall be paid at their regular rate for their regular work day. Such determinations shall be the exclusive prerogative of the County Manager.

The county shall make a reasonable attempt to communicate weather announcements with the following media outlets: Channel 6, 8, 13, and the WGAN/Portland Radio Group.

Employees working their regularly scheduled hours and who are not on vacation, sick leave, or scheduled day off, shall be granted time off with pay when such an occasion arises. Weather announcements will be on the Courthouse line (324-1571) by 6 a.m.

ARTICLE 18
Jury Duty

An employee summoned to jury duty will be excused from their work for the required period necessary to perform jury duty. The employee will be entitled to their regular wages during this period, less the amount received from jury duty, exclusive of travel, meal or parking expenses. In each instance, the employee will furnish his/her department Head and the Payroll/Benefits Clerk with a copy of an official voucher showing the amount received for Jury Duty. An employee excused early or who was not called to duty, shall report to their supervisor for assignment.

ARTICLE 19
Labor/Management Committee on Safety & Health

The parties recognize that a safe and healthy workplace is in the interests of both the Employer and Employees. In this spirit, the parties, by this Agreement, will create a joint Labor/Management Committee on Safety and Health. Such committee shall consist of a management representative appointed by the Employer and a labor representative from each department appointed by the Union. Meetings of this committee shall occur once a month and shall be mandatory for all committee members.

This Committee shall be empowered to investigate and resolve workplace hazards, where possible, and shall work closely with professionals from Worker's Compensation insurance carriers, agencies of the State (including, but not limited to, the Bureau of Labor Standards, the Department of Environmental Protection, the Department of Corrections, and the Department of Public Safety), and other recognized experts in the fields of Occupational Safety and Health.

The mission of this committee shall be to prevent injury and illness, reduce hazards, and provide a forum and a vehicle for addressing these problems wherever they may arise in the departments of York County Government.

The Committee shall issue minutes on a monthly basis simultaneously to all parties. Nothing in this article shall be construed to limit the rights of individual employees to process complaints with the Department of Labor or other agendas with jurisdiction, but, prior to the filing of such a complaint, the individual employee shall first notify the Committee representative of the alleged violation or hazard and let the safety committee attempt to resolve any issue that may arise.

ARTICLE 20
Leave Benefits

General Policy - Leave is any authorized absence during regularly scheduled hours that is approved by prior authority of a department head. Leave may be authorized with or without pay and shall be granted in accordance with this policy on the basis of the work requirements of the department and, whenever possible, the personal wishes of the employees. Part-time employees shall receive leave benefits on a prorated basis.

1. Holiday Leave - The following days shall be recognized and observed for full-time employees as paid holidays when they fall on normal working days as may other days as published by the County Commissioners.

   New Year's Day, Martin Luther King Jr. Day, Presidents Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday following Thanksgiving Day, 1/2 Day before Christmas, Christmas Day (If a holiday falls on a Saturday, the preceding Friday will be considered the holiday; if a holiday falls on a Sunday, the following Monday will be observed. If Christmas falls on Saturday, the ½ day holiday will be observed on Thursday; if Christmas falls on Sunday the ½ day holiday will be observed on Friday.)

2. An employee shall be eligible for holiday pay if they are on authorized sick leave or on authorized leave of absence with pay. To be eligible for holiday pay, the employee must have worked their last scheduled work day prior to the holiday and/or their first scheduled work day after the holiday, unless the employee is excused by the department head or is absent for any reasonable purpose and must have been in an employee status for at least thirty (30) days preceding the holiday.

Reasonable purpose shall include illness.. The department head, however, may require a physician's certificate if an employee claims that illness prevented the employee from working their last scheduled work day prior to the holiday.

Additional legal holidays when designated by the President of the United States, the Governor and the Board of County Commissioners shall also be recognized for County employees.

3. Holiday - If a holiday is observed during a day where an employee is regularly scheduled to work, but the employee is sick and would be using sick pay benefits to cover the scheduled

time not worked, the employee shall be paid for holiday time only, at straight time, not both holiday and sick leave time.

4. Leave for Negotiations - Members of the MSEA-SEIU Bargaining Team (no more than two (2) member), shall be paid their regular pay for negotiations within their normal workday. No additional compensation shall be paid if negotiations extend beyond the end of an employee's normal work day.

ARTICLE 21
Lodging and Meals Reimbursement

Employees required to stay overnight in the performance of their duties shall be entitled to lodging and meal reimbursement upon providing the department head with receipts for meals and lodging. The rate of meal reimbursements shall be fixed annually by the Board of York County Commissioners, but shall not be less than $6.00 for breakfast, $10.00 for lunch, and $15.00 for supper or $30.00 per diem.

ARTICLE 22
Maine Public Employees Retirement System

All full-time and part-time employees, covered by this Agreement, may participate in the Maine Public Employees Retirement System. Further information on the program may be obtained from the Payroll Benefits Administrator. An employee may opt not to join the Maine Public Employees Retirement System in accordance with the Title 5, MRSA, Section 1092, 5-A.

ARTICLE 23
Maintenance of Standards

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement, unless specifically agreed to by both parties. The Employer agrees not to enter into any agreement or contract with members of the bargaining unit individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void. This shall not preclude the Union and the Employer from entering into negotiating an approved addendum to this Agreement.

ARTICLE 24
Management Rights

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in management, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the organization and to direct the agency's employees; to

reprimand, suspend, discharge or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to evaluate employees' performances; to promote, demote, transfer, layoff, recall to work and retire employees; to set standards of productivity, the services and products to be produced; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting times and the number of hours and shifts to be worked; to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation, or service, to control and regulate the use of facilities, equipment and other property of the agency; to introduce new or improved research, production, service, distribution and maintenance methods, materials, machinery and equipment; to determine the number, location and operation of departments, divisions, and all other units of the agency; to issue, amend and revise policies, rules, regulations, general orders, administrative directives and practices. The Employer's failure to exercise any right, prerogative or function hereby reserved to it or the Employer's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Employer's management right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 25
Meal/Lunch Breaks

A lunch period of at least one-half (1/2) hour off the clock, shall be taken during each working shift for all employees, except those whose duties require them to eat lunch while on the job. Those employees who do eat lunch while on the job, shall be considered to be working and shall be in a pay status during the lunch period. It is understood by both parties that the lunch period is established for meals and any employee working through their lunch period will do so only at the written direction of the respective department heads.

ARTICLE 26
Membership Packets

The Employer shall provide each new eligible employee with an MSEA-SEIU furnished membership packet on the employee's first day of work. The Employer, at the same time, shall notify in writing the President of Local 1297 or the President's designee of the employee's name and work location. The Employer shall also forward the written communication described above to the Union's headquarters at 65 State Street, Augusta, Maine 04332.

ARTICLE 27
Military and Reserve Leave

Employees who are members of the organized military reserves or National Guard, and who are required to perform field duty in accordance with the Uniform Services Employment and Re-employment Rights Act, will be granted reserve service leave, without pay in additional to annual leave (vacation), but not to exceed seventeen (17) days in any calendar year. The • Employer will pay the difference, if any, between the reserve service pay and the employee's regular pay upon presentation of documented reserve service pay received by the employee.

An employee who voluntarily enters the armed services of the United States will be granted a leave of absence, without pay. In addition, an employee on an "Armed Services" leave of absence, shall accrue seniority benefits in accordance with State and Federal regulations.

ARTICLE 28
Non-Discrimination

The parties agree that neither shall discriminate, nor tolerate any discrimination, against any employee on the basis of sexual orientation and all forms of illegal discrimination, including:

1. Race, color, religion, sex, marital status, sexual orientation, national origin or ethnicity as these terms are defined and interpreted under the provisions of Title VII of the Civil Rights Act of 1964, as amended, and the Maine Human Rights Act;

2. Age, as this term is defined and interpreted under the provisions of the Age Discrimination in Employment Act of 1967, as amended;

3. Physical or mental handicap, when an employee is otherwise qualified for employment as this term is denned by the Vocational Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1991, as amended;

4. Being a veteran of the Vietnam or Gulf War eras, or a disabled veteran when the employee is otherwise qualified for employment, as these terms are defined under the provisions of the Veterans Readjustment Act of 1974, as amended.

The parties further agree that sexual harassment, a form of discrimination defined by Title VII and the Maine Human Rights Act, will not be tolerated. Any disputes under this Article, as with all other Articles, shall be subject to the grievance procedure. Employees alleging discrimination as a claim or part of a claim in a grievance, may elect to pursue claims exclusively under the Grievance Procedure as defined in the grievance and arbitration procedures of this Agreement. The arbitrator, should the employee elect the grievance process, shall have the authority to grant any remedy afforded by federal or state discrimination laws, in addition to any other remedy afforded under this Agreement. The use of male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classifications, regardless of sex.

ARTICLE 29
Outside Complaints and Investigations

1. This Article pertains to complaints or allegations made externally and not from inside County sources.
2. Department Heads shall be responsible for ensuring that all allegations of misconduct or other complaints against an employee covered by this Agreement shall be investigated thoroughly before a record is made or an adverse personnel action is taken. The investigator shall be the Department Head or their designee. The investigator shall be allowed to interview the complainant and any other witnesses prior to notifying the employee.

3. If, after preliminary investigation, it is determined that no probable cause is found for further inquiries, the investigation will terminate without becoming a part of a permanent record and the employee notified in writing within five (5) working days of the investigation's termination.
4. If the investigator believes that probable cause has been established, the investigator shall inform the employee of the investigation. When the employee under investigation is to be interviewed concerning the alleged conduct and this conduct could lead to disciplinary action, the employee shall be notified, in writing, at least forty-eight (48) hours prior to the interview.
5. If an employee is to be interviewed as a witness only, said employee shall be notified of this fact, in writing, at least forty-eight (48) hours in advance of the interview. Said witness shall be entitled to Union representation during this interview.
6. Prior to being interviewed pursuant to this Article, an employee shall be granted reasonable time and private space to consult with their Union representative. The Union representative may be present at all interviews with the employee if such presence is requested by the employee or witness.
7. Confidentiality of the interview shall be maintained at all times and, should the allegations be determined to be unfounded, the employee shall be informed of this within five (5) working days after the investigation is completed. No record of the investigation or of the allegations made shall be kept if said allegations are determined to be unsubstantiated.

ARTICLE 30
Parking

Parking for County employees will be provided as space is available or in accordance with the provisions of a County Parking Ordinance. All employees making use of employee County parking areas shall obtain a permit sticker from the County Commissioners' Office. A sticker will be issued after having provided the County Commissioners' Office with make, model, vehicle registration and proof of insurance information. Enforcement of the parking policy and ordinance shall be the responsibility of the York County Sheriffs Department.

ARTICLE 31
Pension Benefits

The Employer agrees to provide a Section 457 pension plan for employees in the bargaining unit. Such plan shall be subject to the following terms and conditions:

Employees who are members of the Maine Public Employees Retirement System will not be able to participate in the Section 457 plan.

Effective 1/1/11, the County of York will match employee contributions to the plan to a maximum of ten percent (10%).

The Union expressly acknowledges that contributions will be made to an employee's account only on a "match" basis and that any and all past practices with respect to employer contributions on any other basis are expressly waived.

ARTICLE 32
Performance Appraisal

Employee performance evaluations will be done on at least an annual basis and shall be completed thirty (30) days prior to the employee's anniversary date. Each Department Head is responsible for evaluating employee's performance annually. Each employee in a probationary status will be evaluated prior to the end of the probation period. All evaluations will be filed in the County Commissioners' office and be filed in the employee's personnel file. Department Head must use the appropriate evaluation form. Evaluations shall be based on a 12 month period.

Evaluation Procedures
Probationary Report - shall be due within two (2) weeks prior to the end of the probationary period;

The Department Head must explain that the signing of an evaluation does not in any way acknowledge the acceptance of the findings of the report by the employee. The signature acknowledges that the employee has seen and read the report and was afforded the opportunity to discuss it with the Department Head. All evaluations are to be filed in the County Commissioners' Office and also filed in the employee's personnel file in their respective office. The employee's personnel file in County Commissioners' Office will be the sole file used for disciplinary actions.

ARTICLE 33
Personal Leave

Employees shall receive three (3) personal leave days per year. Personal Leave days are absences from work not covered by vacation or other leaves of absence. These personal days are not to be taken consecutively and will be deducted from the total number of sick days accrued per year. Some examples of personal leave day use are: house closing, appearance at court not connected to employment. Personal leave days shall not accrue from year to year.

ARTICLE 34
Personal Services

No employee shall be required to perform services of a personal or political nature.

Political and Other Activities - Political activities of County employees shall conform to State and Federal mandates. Political activities are not permitted during working hours.
Employees may not:

1. Use official authority or influence for the purpose of interfering with or affecting the result of an election or nomination for office, or;
2. Directly or indirectly coerce, attempt to coerce, command, or advise a State or County Officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes.

It is the policy of York County Government to permit other agencies/individuals to contact employees, but to insure that employees have the opportunity to successfully perform their duties, no contacts or solicitations are permitted during working hours.

The definition of other agencies/individuals includes, but is not limited to: insurance companies, general vendors, and community/social organizations.

Privileged Information - Employees may deal with plans and programs of significant public interest. Employees must not use this privileged information for their own financial advantages.

ARTICLE 35
Personal Vehicle

Any employee required to use their personal vehicle in the course of their work, or other use authorized by the Department Head or the Board of County Commissioners, shall keep a record of such mileage driven. A signed voucher shall be submitted to the Department Head for audit and payment made at the maximum mileage rate established by the York County Board of Commissioners annually. The annual adjustment shall be made on or before January 1 of each year. Any employee required to use their own vehicle in the course of their work, will be required, to furnish proof of current liability insurance coverage to the Department Head. Employees shall be assigned a home base (District Court, Superior Court) and be paid for travel from the home base to any other work assignment.

ARTICLE 36
Personnel Files

Employees shall have the right to inspect and copy their own personnel files. Such files shall be kept centrally by the County Manager or his designee and shall be confidential unless other uses are authorized in writing by the individual employee. Union stewards and other authorized representatives of the Union shall have the right to inspect and copy such files if authorized in writing by the individual bargaining unit member.

ARTICLE 37
Retirement

Employees with 25 consecutive years of service who retire prior to Medicare eligibility will receive a monthly stipend of $400 toward their health insurance premiums for a maximum period of three years until they are Medicare eligible or reach age 65, whichever occurs first. The employee shall be solely responsible for the additional cost of health care coverage during this period.

ARTICLE 38
Recognition

The Employer recognizes the Union as the sole and exclusive representative of the employees listed in the classifications on (MLRB Form 1) which was agreed to between the parties. The Employer agrees to recognize Maine State Employees Association-Service Employees International Union, Local 1989 and its Local 1297 for the purpose of representation and

negotiations with respect to wages, hours of work and other conditions of employment for all eligible employees in the following classification.

York County General Government Unit Description

Office of the District Attorney

Included:	GRADE	CLASSIFICATION
	4	Receptionist
	5	Grand Jury Manager Legal Secretary — Superior & District Trial Manager — Superior Victim / Witness Secretary — Superior Executive Secretary — Superior Restitution Clerk — Superior
	6	Victim Advocate — Superior & District Office Administrator
	7	Paralegal — Superior Victim / Witness Director — Superior

Excluded: Office Manager
Investigator

Sheriff Department

Included:	GRADE	CLASSIFICATION
	4	JAIL: Clerk / Receptionist JAIL: Clerk / Records
	5	Billing Clerk (Medical) Secretary — Law Enforcement Secretary — Civil JAIL: Administrative Secretary
	6	Administrative Assistant/Executive Secretary
	8	Fleet Mechanic

York County Registry of Deeds

Included:	GRADE	CLASSIFICATION
	4	Recording / Receptionist Clerks Scanning Technicians
	5	Assistant Register

York County Registry of Probate

Included:	GRADE	CLASSIFICATION
	5	Clerk III
	6	Clerk II
	7	Clerk I

Treasurer's Office

Included:	GRADE	CLASSIFICATION
	6	*Accounts Receivable Clerk (*Position currently unfilled)
	7	Payroll / Benefits Clerk

Maintenance Department

Included:	CLASSIFICATION	POSITIONS
	4	Custodian
	5	Maintenance Supervisor

Job Reclassification

The Union may request job reclassification on behalf of an employee to the appropriate Department head when the employee's job duties have materially changed since the employee's initial job classification.

Department heads shall review each employee annually and provide the employee with the employee's current job description at least two weeks prior to the employee's annual review if requested by the employee or Union.

Material changes to job classifications not adequately addressed by the Department Head at the employee's annual review are subject to the grievance procedure.

Lay-offs

Current jobs and positions will remain in effect for the term of this Agreement.

Seniority List
The County shall prepare a seniority list to be posted on each Union bulletin board.

ARTICLE 39
Rest Periods

Rest Breaks - Rest breaks of fifteen (15) minutes maximum duration shall be granted to all employees, one during the first one half (1/2) of the work shift and one during the second half of the work shift. Employees shall notify their immediate supervisor of their break time preferences and, whenever possible, excluding times of emergency or operational needs, the employees shall be granted their preferences on the basis of seniority. At no time shall a break be taken without securing the permission of the supervisor or Department Head. Such permission shall not be unreasonably denied. CRT operators shall take breaks as specified by Department Policy.

ARTICLE 40
Security

The Employer shall make every effort to provide proper security and safety to all its employees. Such efforts shall include, subject to budgetary funding; 1) installation of metal detecting devices in worksites, 2) providing appropriate Law Enforcement personnel to intervene in potential altercations with court defendants, prisoners, or other members of the public, 3) confidentiality of information about employees' addresses, telephone numbers or other information that could be used to stalk or harass County employees.

ARTICLE 41
Seniority

Definition
For the purpose of this Agreement, Seniority shall mean the length of continuous service from the last date of hire with the County of York. Effective 1/1/08 when an employee moves into a permanent position within the jurisdiction of this agreement from another position with the

County of York, his/her seniority in that position starts when the move takes effect except that for the purpose of accumulating sick time, vacation time, retirement/pension benefits and determining longevity steps. Practices affecting employees hired prior to 1/1/08 will remain in effect. Part-time employees' seniority shall be established only among other part-time employees for layoff and recall purposes.

Probation Period

Probationary period shall be six (6) months during which the County's right to discharge shall be non-grievable and incontestable. There shall also be a six (6) month probationary period applied to promotions and transfers. Revocation of promotion for failure to satisfactorily perform in the employee's new position shall not warrant discharge, unless for just cause, and said employee shall revert to their previously held position with retention of their prior seniority. Employees on initial probation shall have all other rights contained in this Agreement accrued dating back to the date of hire after completing probation.

Seniority List

The County shall prepare a seniority list to be posted on each Union bulletin board twice in each calendar year, one on January 2 and one on June 2. Employees shall be listed by classification with employees with the longest service listed first and the shortest service last. Employees who leave the service of the County shall be removed from the seniority list.

Breaks in Service

Only resignation, discharge for just cause, retirement, removal from the bargaining unit, or failure to return to work after recall, shall be considered breaks in service. There shall be no deduction from seniority for any time lost other than these reasons.

Reduction in Force and Layoff and Recall Rights

In the event of a pending reduction in the work force of the County, all employees designated for-lay-off shall receive a two (2) week written notice prior to the effective date of the event. Employees shall be laid-off in the inverse order of their seniority. A senior employee designated for lay-off shall have the right to displace a less senior employee in the same classification or, absent the existence of a less senior employee in the same classification, may displace a less senior employee in a classification previously held.

Employees shall be recalled to their former positions in accordance with their seniority at the time of lay-off, with the most senior employee being reinstated to employment first. It shall be the responsibility of the Employee on lay-off status to provide the Employer with a current mailing address. The Employer agrees to send a certified letter to the last known address of the laid-off employee and to allow a ten (10) working day period for the Employee to respond affirmatively to the letter of recall. This ten (10) working day period shall begin one day after the date the notice is sent from the Employer. In every case, a copy of the recall letter shall be provided to the President of Local 1297 on the day the letter is sent. The right to be recalled shall exist for a period of one year from the date of lay-off.

No new employees shall be hired until all employees on lay-off status desiring to return to work through the above listed procedure have been given notice of their right to return to the employment of York County in the respective classifications that are on lay-off.
Seniority shall terminate under the following conditions:

1. The employee quits, retires, or is discharged for just cause.
2. If, following a lay-off, the employee fails or refuses to notify the Employer of their intent to return to work.

Postings

If there is a vacancy in the department, the department head shall circulate a letter to all staff who shall check-off that they are either "Interested" or "Not Interested" in the vacant position. After five (5) business days from the date of the letter, if there is no interested or qualified employee within the department, the County will be free to post the job's availability to all County employees and/or advertise the position externally. Current qualified employees shall be given priority in filling the vacant position.

Vacancies, Transfers and Promotions

When a vacancy for a permanent position occurs, it shall be posted as set forth above. The position shall be filled within 30 working days from the date of posting. Reasonable extension of the 30 day period shall be granted upon request of the department head to the Union president. Qualified senior applicants shall be awarded transfers to identical classification in the same manner as provided above. Any dispute over seniority or qualifications shall be subject to the grievance procedures outlined in this agreement. The employer may only select a non-bargaining unit person to fill a vacant position if there is no qualified bargaining unit employee in the pool of applicants. Lacking qualified in-house applicants, the employer will fill vacancies from outside sources.

All posting shall list the qualifications required of the job seeker and any pertinent information concerning hours of work, position description, and applicable wages.
Qualified senior applicants shall be awarded transfers to identical classifications in the same manner as listed above. In matter of transfer or promotion, given substantially equal qualifications, the senior qualified candidate shall be given the position unless the senior employee withdraws. Neither promotion nor transfer shall be granted in an arbitrary fashion. Any dispute over seniority or qualifications shall be subject to the grievance procedures outlined in this Agreement.

The Employer may only select a non-bargaining unit person to fill a vacant position if there is no qualified bargaining unit employee in the pool of applicants. Lacking qualified in-house applicants, the Employer will fill vacancies from outside sources.

Resignation from County Service

Employees who desire to voluntarily separate from service shall give at least two (2) weeks notice to the Employer. Upon separation, employees shall be paid all accumulated, but unused vacation time.

Vacation Preference

In the event of a conflict among employees for the scheduling of vacation, the senior employee shall be given preference.

ARTICLE 42
Severability and Savings Clause

If any Article or Section of this Agreement, should be held invalid by operation of law, or by tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending, a final determination as to its validity, the remainder of this Agreement or the application of such Article or 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 has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 43
Sick Leave

1. General - The purpose of sick leave is to ease the financial burden of personal illness or injury (not connected to an outside employment activity). A full-time employee may be granted sick leave in the following cases: Personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of the assigned position, Medical leave consisting of medical and/or dental appointments and/or Medical illness of a relative or significant other residing in the household of the employee. Absences for a fraction or part of a day that are chargeable to sick leave shall be charged in direct hourly amounts to the time taken.

2. Accrual Method - Sick leave will be posted on employees checks monthly at the rate of 1 day per month at the end of the month January through November for a total of 11 days annually. Employees may accumulate to a maximum of 120 days. Accruals in excess of 120 days will be paid at the rate of one half (1/2) day on the first pay period of December each year.

3. Employee Reporting - An employee shall report sick leave absences to their immediate supervisor prior to the start of their regularly scheduled work day if possible and in no instance later than one half (1/2) hour after the start of their regularly scheduled work day. Failure to comply with this requirement without just cause may be cause for disciplinary action. The employer may, upon reasonable grounds of suspicion of sick leave abuse, exercise the option of setting up an appointment with the County physician during or after the period of absence.

4. Physician's Certificate - When an employee is absent for more than two (2) consecutive working days due to their illness or injury or of their spouse or child, the Department Head may require the attending physician's statement to certify the reason for the absence. In all cases of hospitalization of an employee a physician's certificate will be required releasing the employee to work. The Department may require the County physician to see employee prior to return.

5. Employees with at least five (5) years of creditable service, who leave in good standing, shall be reimbursed for their unused sick leave at twenty-five percent (25%) of their current base hourly rate. Employees with at least five (5) years of creditable service, who retire under any recognized retirement plan, shall be reimbursed for their unused sick leave at fifty percent (50%) of their current hourly base rate. Full payment of unused sick leave, regardless of length of service, shall be paid to an employee's estate in the event of their death.

ARTICLE 44
Social Security

Employees covered by this Agreement must, as a condition of employment, participate in the United States Social Security System. The rate of contribution for both employee and county is determined by federal statute.

ARTICLE 45
Strikes & Lockouts

No lockouts of employees shall be instituted by the employer during the term of this Agreement. The employees agree not to engage in any work stoppage, slowdown, strikes, nor interruptions of any kind, or other interference with public services during the term of this Agreement.

ARTICLE 46
Union Security

Any employee who at any time on or after the effective date of this Agreement is, or becomes covered by the Agreement and is not a member of MSEA-SEIU shall, as a condition of employment, within thirty (30) days after such conditions are met be required to choose from the options of membership in MSEA-SEIU, or payment to MSEA-SEIU of a service fee equal to their pro-rata share of the costs to MSEA-SEIU of collective bargaining, contract administration and adjustment of grievances.

Within thirty days after the first six months of the beginning of each employee's employment, the Employer will (1) deduct membership dues from the pay of any employee who chooses the option of membership in MSEA-SEIU by signing a written payroll deduction authorization form authorizing deduction from their pay of the membership dues, or (2) automatically deduct the service fee from the pay of any other employee.

MSEA-SEIU shall determine the amount of the service fee to be charged to. non-members, consistent with the applicable law, and shall notify the Employer of the amount of the service fee. The amount of the service fee shall be subject to review pursuant to the American Arbitration Association's Rules for Impartial Determination of Union Fees. Pending resolution of any such dispute, the disputed amount of fees shall be placed in an interest-bearing escrow account. In the event a change in law requires that this type of dispute be resolved in a forum other than an arbitration under the auspices, of the American Arbitration Association, the dispute resolution procedure will comply with law. All portions of this Article that are unaffected by the change in forum will remain in full force and effect;

The Employer agrees to distribute any notices, membership materials, application or dues deduction forms, provided by MSEA-SEIU, to new employees at the time they are hired. Each such employee shall be required to make their choice in writing on payroll deduction authorization forms supplied by MSEA-SEIU. Notwithstanding the foregoing, an employee who has previously chosen to either become a member of MSEA or to pay a service fee under the terms of the predecessor agreement shall not be required to reselect from the options.
The right to join MSEA-SEIU shall be determined by the Union's own Constitution and Bylaws. Otherwise, employees may change their status with regard to membership in MSEA-SEIU or service fee payment as follows:

a. Employees may change their status from service fee payer to MSEA-SEIU member or from MSEA-SERJ member to service fee payer, at any time.

b. Employees may also start or eliminate their payroll deduction for MSEA-SEIU dues at any time.

c. Employees who wish to eliminate payroll deduction for membership dues must tender their dues directly to MSEA-SEIU.

d. In order to change status and/or eliminate or change payroll deduction option consistent with paragraphs (a) through (c) above, the employee must provide a written notice to both MSEA-SEIU and the employee's payroll person. MSEA-SEIU and the payroll person shall promptly notify one another of a. requested change, providing indentifying information regarding the employee who made the request. It may take up to four weeks for the requested change to take effect.

In the event an employee subject to the service fee payment requirement has previously failed to pay the total amount of fees due, the Employer will automatically deduct from the employee's pay the arrears due to the Union in an amount6 which, in combination with the service fee due per pay period, equals 10% of the employee's gross pay until the arrears are paid in full, provided, however, that an employee may request the Union for a reduction in the percentage deducted for payment of arrears based on demonstrated financial hardship. The Union must certify to the Employer the name of any employee whose request is granted and the amount of the percentage to be deducted for payment of arrears.

MSEA-SEIU shall indemnify, defend and hold the Employer harmless against all claims and suits which may arise as a result of action taken pursuant to this Article.

ARTICLE 47
Unemployment Compensation

The Employer assumes all costs of unemployment compensation, which the State pays to individuals when they qualify and require unemployment benefits. All York County government employees are covered at such time when they may be without employment as denned by law.

The County Manager's Office will assist those who have legitimate claims in filing for compensation and keep records on all claims approved or disapproved by the Bureau of Employment Security, Maine Department of Labor.

ARTICLE 48
Vacation Leave

The Department heads shall grant vacation leave with pay to all full-time employees commencing with the date accrued as follows:

After completion of one (1) year of continuous service, the employee will earn twelve (12) days of vacation, which may be used in accordance with departmental scheduling requirements.

After the completion of five (5) years of continuous service, the employee will earn fifteen (15) days of vacation, which may be used in accordance with departmental scheduling requirements.

After the completion of ten (10) years of continuous service, the employee will earn twenty (20) days of vacation, which may be used in accordance with departmental scheduling requirements.

After the completion of fifteen (15) years of continuous service, the employee will earn twenty-five (25) days of vacation, which may be used in accordance with departmental scheduling requirements.

After the completion of twenty (20) years of continuous service, the employee will earn thirty (30) days of vacation, which may be used in accordance with departmental scheduling requirements.

Earned vacation shall be available to be taken on an accrual basis, after the completion of six (6) months of employment, commencing with the employee's original anniversary date of hire. Time earned may be taken as accrued - with accrual of time from employee's anniversary date of hire to employee's anniversary date of the following year.

In the instance of part-time employees, vacation leave shall be accrued proportionately to the total hours worked during the calendar month.

Employees may collect accrued vacation pay in advance of actual vacation period with specific approval of the Department head. Requests must be made at least 14 days in advance. Payment shall be made in a separate check on the last pay day prior to employee's departure.

Employees may carry over no more than five (5) days of unused vacation time from anniversary date to anniversary date in addition to their maximum annual vacation accrual only with express written approval by the York County Board of Commissioners. Such approval shall not be unreasonably denied. On the anniversary date, employees who have accrued the maximum annual leave allowed to be carried forward may sell back to the County any unused vacation time over their carry forward amount.

Accrued vacation leave shall be paid to the employees who separate from County service or to the beneficiaries or estates upon their death. Payments will not be made prior to the employee completing his last day of work but will be paid within 14 days of the last day worked.

ARTICLE 49
Visit by Union Representatives

Authorized representatives of the Union may enter the Employer's premises during normal working hours for the purpose of inquiring into disputes and for the purpose of carrying into effect the provisions of this Agreement, provided that the representatives, and such visits, shall not unnecessarily disrupt the Employer's operations. A list of authorized Union representatives, who may enter the County premises will be furnished by the union to the County Manager within fourteen (14) days of the signing of this Agreement.

ARTICLE 50
Wages

For calendar year 2013, the payscale effective January 1, 2012 shall remain in force with no payscale increase for 2013, other than annual step increases. For the period from January 1, 2014 through June 30, 2014, the payscale effective January 1, 2012 shall remain in force with no payscale increase for this period of time other than annual step increases.

ARTICLE 51
Workers Compensation

The Employer shall provide workers compensation insurance for all employees in accordance with the laws of Maine.

Any employee who sustains disease or injury arising out of and in the course of their employment, shall file a workers compensation first report of injury with the Department head. Failure to file a claim within the prescribed time limits may result in lost benefits. Reporting such injury or illness within 24 hours is highly recommended.

While receiving workers compensation, vacation and sick leave will continue to accrue during the first ninety (90) days of disease or injury. Vacation and sick pay accrual terminates on the ninety-first (91) day of the disease or injury. However, employees will not be eligible for holiday pay, educational assistance, or any paid leaves during the time they are receiving workers compensation.

Upon return to work, if eligible, an employee will accrue vacation and sick leave for that month if they return on or before the fifteenth of the month. Life and health insurance and membership the Maine State Retirement System will continue until the employee's employment terminates. If an employee is able and medically certified to return to work within seven (7) months they may return to a comparable job. If the employee does not return to work after seven (7) months from the date of injury, employment may be terminated.

ARTICLE 52
Work Rules and Discipline

The Employer may adopt reasonable work rules. All rules or amendments thereto, shall be posted on the departmental bulletin board and simultaneously provided to each employee. New work rules shall become effective on the fifth (5th) day after the date of posting.

Employees are required to abide by the terms of this Agreement. Should there be any doubt as to the employee's obligations, they shall comply with the rules and then grieve if they feel they have been wronged. All discipline shall be for just cause including, but not limited to, violations of any rules adopted, above, and the provisions of this Agreement. All suspensions and discharges shall be stated, in writing, and will be forwarded to the affected employee and the Union office within five (5) working days of the date such actions were taken.

It is agreed that any employee who is required to have a State of Maine driver's license, may be suspended without pay if said employee's right to operate a motor vehicle in the State of Maine is suspended or revoked as a result of a conviction, and shall receive no seniority time during such suspension. Restoration to service shall depend upon maintaining or obtaining the right to operate a motor vehicle in the State of Maine.

APPENDIX C
CATASTROPHIC ILLNESS LEAVE DONATION PROGRAM

1. Leave donations can be made by MSEA represented employees to other MSEA represented employees, on an ad hoc basis, who meet the following eligibility requirements.

   a. Have completed the initial six month probationary period required of new employees, along with any extensions thereof.

   b. Are absent due to a non-occupational, personal illness or injury, or for an illness or .injury of a relative or significant other residing in the household of the employee, for which they have submitted, and continue to submit as requested, medical documentation satisfactory to management, and furthermore meets the definition of catastrophic illness, as follows: A catastrophic illness or injury is an acute and severe illness injury that requires constant care, long-term recuperation and/or rehabilitation, and is certified by a physician to require the employee's absence from the workplace for six (6) weeks or more.

   c. Are expected to be absent for at least ten (10) consecutive work days (including holidays) following the exhaustion of all types of accrued leave.

   d. Must not have disciplinary action within their last year of employment specifically related to chronic absenteeism.

2. Donations, in hourly increments, may be made from unit employee's vacation leave or sick leave. Eligible donating employees must maintain a personal balance of 12 sick days.

3. The employee, or co-workers, may solicit donations; it is not management's responsibility to solicit donations. However, such solicitation shall not occur until eligibility approval has been granted by the County Manager.

4. Donor identity shall be kept strictly confidential.

5. The Finance Director will be responsible for verifying medical documentation and certification(s) by the employee's attending physician, reviewing employee acceptance of donations, and transferring leave credits.

6. Donated leave may not be used for separation purposes by the recipient.

7. Should the recipient employee separate from York County employment, the remaining balance of leave credits shall not be returned to the donor(s), but shall be retained in an account identified as "Catastrophic Leave Pool" for future use.

8. Should the recipient employee return to work before exhausting all donated leave, the remaining balance of leave credits shall not be returned to the donor(s), but shall be retained in an account identified as "Catastrophic Leave Pool" for future use.

9. Should the recipient employee be authorized by the physician to return to work on a part-time basis, the employee may use available donated leave for a period not to exceed fifteen (15) working days, after which the provisions of Section 9 shall apply.

Duration

This Agreement shall be effective January 1, 2013 and shall remain in effect until June 30, 2014. This agreement shall expire at Midnight on June 30, 2014 and shall not be continued, except by agreement of the parties or as provided by statute.

In witness whereof, the parties have signed this agreement on August 6, 2014.

Maine State Employees Association
Service Employees International
Union Local 1989

Rachel Sherman
Union President

Donna Ring
Negotiator

Frank Porter
MSEA SEIU Chief Negotiator

The County of York, ME

Sallie V. Chandler
Chair, York County Commissioners

Gregory T. Zinser
Chief Negotiator and County Manager