

Collective Bargaining Agreement between the County of Knox and AFSCME Council 93
January 1, 2023- December 31, 2025

AGREEMENT
BETWEEN

The
COUNTY OF KNOX

AND

AFSCME COUNCIL 93

January 1, 2023 - December 31, 2025

Table of Contents

AGREEMENT	1
INTRODUCTION	5
PREAMBLE	5
ARTICLE 1 – RECOGNITION	5
ARTICLE 2 – JOB DESCRIPTION, POSITION CLASSIFICATION, AND JOB PERFORMANCE	5
Section 1 – Job Description	5
Section 2 – Position Classification System	6
Section 3 – Job Performance Appraisal.....	6
ARTICLE 3 – DEFINITIONS.....	6
ARTICLE 4 – GRIEVANCE PROCEDURES	6
Section 1 – Grievance by Employee.....	6
INFORMAL	7
FORMAL.....	7
Section 2 – Grievance by County	9
ARTICLE 5 – DUES DEDUCTION AGREEMENT	9
ARTICLE 6 – PROBATION.....	10
Section 1 – Initial Probation	10
Section 2 – Probation Following Promotion	10
ARTICLE 7 – PROMOTIONS AND TRANSFERS	11
Section 1 – Promotions.....	11
ARTICLE 8 - POSITION CLASSIFICATION AND SALARY ADMINISTRATION POLICY	11
Section 1 - Initial Compensation	11
Section 2 – Salary Ranges	11
Section 3 - Compensation for Promotion	12
Section 4 – Classification for Voluntary Demotion	12
Section 5 – Hourly Differential	12
ARTICLE 9 - HOURS OF WORK AND OVERTIME.....	12
Section 1 - Work Week.....	12
Section 2 - Computation of Overtime.....	12
Section 3- Compensatory Time	12
ARTICLE 10 - CLOTHING AND UNIFORMS	12
Section 1: Clothing and Equipment.....	12
ARTICLE 11 - ACCESS TO PREMISES.....	12
ARTICLE 12 – ACCESS TO VEHICLES.....	13

Collective Bargaining Agreement between the County of Knox and AFSCME Council 93
January 1, 2023- December 31, 2025

ARTICLE 13 - SICK LEAVE..... 13
 Section 1- Sick Leave Earned..... 13
 Section 2 – Sick Leave Usage 13
 Section 3 - Payment for Accrued, Unused Sick Leave at Resignation or Termination of Employment
 13
 Section 4 – Additional Vacation Time 13
 Section 5 - Sick Leave Donation 13
 Section 6 - Payment of Sick Leave..... 13
ARTICLE 14 - BEREAVEMENT LEAVE 13
ARTICLE 15 – EARNED PAID LEAVE..... 13
ARTICLE 16 - VACATION LEAVE 14
 Section 1 – Vacation Earned..... 14
 Section 2 – Vacation Accrual 14
 Section 3 – Maximum Vacation Carried 14
 Section 4 – Payment for Accrued, Unused Vacation Leave at Resignation or Termination of
 Employment..... 14
ARTICLE 17 - HOLIDAYS..... 14
ARTICLE 18 - BULLETIN BOARDS/EMAILS 14
ARTICLE 19 - COURT TIME PAY..... 14
ARTICLE 20 - UNION ACTIVITIES ON COUNTY TIME 14
 Section 1 - Stewards 14
 Section 2 - Union Activities 15
ARTICLE 21 - JURY DUTY 15
ARTICLE 22 - LEAVES OF ABSENCE 15
 Section 1 – General..... 15
 Section 2 - Family Medical Leave Act..... 15
 Section 3 – Additional Leave Under State Law - Military Leave and Family Military Leave 15
ARTICLE 23 - REST AND LUNCH BREAKS 15
ARTICLE 24 - HEALTH and DENTAL INSURANCE 15
 Section 1 – Premiums Paid..... 16
 Section 2 – Medical Opt-Out Stipend for Health Insurance..... 16
 Section 3 – Dental Insurance 16
ARTICLE 25 – RETIREMENT PLAN OPTION 16
 Section 1 – ICMA 401(a) Money Purchase Plan..... 16
 Section 2 – ICMA 457 Plan..... 16
 Section 3 – ICMA Roth IRA Plan 16

Collective Bargaining Agreement between the County of Knox and AFSCME Council 93
January 1, 2023- December 31, 2025

ARTICLE 26 – CALL IN.....	16
Section 1 – Call In	16
ARTICLE 27 - WORK RULES	16
Section 1 - Work Rules.....	16
ARTICLE 28 – INVESTIGATION OF MISCONDUCT	17
Section 1 – Employee Interview.....	17
Section 2 – Documents	17
Section 3 – Union Representation	17
Section 4 – Timely Investigation and Notification.....	17
Section 5 – Leave from Work.....	17
ARTICLE 29 – MUTUAL RESPONSIBILITIES AND DISCIPLINE.....	17
Section 1 - Mutual Responsibilities.....	17
Section 2 - Examples of Grounds for Discipline	17
Section 3 - Disciplinary Measures	18
ARTICLE 30 - PERSONNEL FILES	18
ARTICLE 31 - AVAILABILITY OF AGREEMENT	20
ARTICLE 32 - WORK STOPPAGE.....	20
ARTICLE 33 - SEPARABILITY OR SAVINGS.....	20
ARTICLE 34 - MANAGEMENT RIGHTS.....	21
ARTICLE 35 – MILEAGE AND TRAVEL REIMBURSEMENT.....	21
ARTICLE 36 - CONCLUSION OF NEGOTIATIONS AND RELATIONSHIP	21
BETWEEN THIS AGREEMENT TO OTHER INSTRUMENTS	21
Section 1 - Conclusion of Negotiations	21
Section 2 - Relationship to Knox County Charter	21
Section 3 - County of Knox Personnel Policy	22
Section 4 - Other Instruments	22
ARTICLE 37 - DURATION AND EFFECTIVE DATES.....	22
APPENDIX A.....	24
OFFICIAL GRIEVANCE FORM.....	24
APPENDIX B.....	28

INTRODUCTION

This Agreement is entered into between the County of Knox, hereinafter referred to as the "COUNTY," and AFSCME Council 93, hereinafter referred to as the "UNION."

PREAMBLE

Pursuant to the provisions of Chapter 9A, Revised Statutes of Maine, Title 26 as enacted by the Maine legislature, Revised September 1981 of the Municipal Public Employees Labor Relations Act, the Parties hereto have entered into this Agreement in order to preserve employee morale, promote fair and equitable treatment, create harmonious relationships, ensure effective County operations and establish an equitable and peaceful procedure for the resolution of differences.

ARTICLE 1 – RECOGNITION

The County recognizes AFSCME Council 93 as the sole and exclusive bargaining representative for the purposes of negotiating and administering a Collective Bargaining Agreement with respect to wages, hours of work, working conditions and all other terms and conditions of employment for the covered employees of the Knox County Regional Airport as certified by the Maine Labor Relations Board on June 28, 2022.

Collective Bargaining Unit

The Collective Bargaining Unit members covered by this Agreement shall consist of only the full-time non-management employees listed as follows, and no others:

Airport: Maintenance Supervisor, Maintenance Worker, and Administrative Assistant to the Airport Manager.

ARTICLE 2 – JOB DESCRIPTION, POSITION CLASSIFICATION, AND JOB PERFORMANCE

Section 1 – Job Description

Each position authorized by the County is identified by a written job description, approved by the Commission. The description includes: job title, minimum qualifications, to whom the position reports, who the position supervises and examples of duties and responsibilities required by the job. The definition or description of the job is based on the needs of the County, not on individual skills, qualifications or performance level of an individual. Current written job descriptions of all bargaining unit classifications will be maintained in the County Administrative Office. Changes to the job descriptions for bargaining unit positions will be determined by the County, in its sole discretion, and communicated to the Union. Changes in job descriptions are not subject to the grievance procedure or arbitration.

Section 2 – Position Classification System

Each position is assigned to a "grade" in the current County Position Classification System. It will be the responsibility of the Airport to work in cooperation with the County Administrator to periodically review current job descriptions and to make recommendations to the Position Classification Committee if changes in job content or responsibilities warrant a potential change in grade assignment. The authority to change a grade assignment rests with the County's Position Classification Committee, and any changes will be communicated to the Union. Changes in grade are not subject to the grievance procedure or arbitration. However, no position will be assigned to a lower grade without negotiating such changes with the Union and obtaining approval of the Commission.

Section 3 – Job Performance Appraisal

Those employees covered by this Agreement shall be evaluated by their immediate supervisors on an annual basis, using an Appraisal form as agreed to by the parties. The Manager and/or his/her designee shall then review the performance appraisal.

ARTICLE 3 – DEFINITIONS

“Manager”

Throughout this Agreement there are references to the “Manager.” The term “Manager” refers to the Airport Manager.

ARTICLE 4 – GRIEVANCE PROCEDURES

A grievance is hereby jointly defined as any dispute between the parties as to the meaning or application of the specific terms of this Agreement. Any grievance arising between the County and an employee covered by this Agreement shall be handled as provided in this Article.

For purpose of Article 4, the phrase “working days” means all days which are not Saturdays, Sundays or holidays recognized by the State of Maine. For purposes of Article 4, the day of the act or event from which the designated period of time begins to run shall not be included.

The parties agree that the time periods specified in the grievance procedures shall be strictly enforced, and that if any party fails to act as required within the time periods established herein, that party’s rights under the grievance procedure are waived unless such time limits are specifically extended by mutual written agreement of the parties.

The official grievance form is attached as Appendix A. Any and all grievances initiated at Step 2 or beyond must use this form. Any grievance filed using any form other than the official grievance form will be disregarded and the County will not take any action on such grievance.

Section 1 – Grievance by Employee

An aggrieved employee shall have the right to implement the grievance procedure provided herein. In the event the employee chooses not to exercise rights under the grievance procedures, no other person or entity shall have the right to do so either on behalf of the aggrieved employee or on its own behalf.

An aggrieved employee shall have the right to union representation at any and all steps of the grievance procedure. The parties mutually agree that class action grievances which are filed to maintain the integrity of the Collective Bargaining Agreement are not subject to the aforementioned provision. A class action grievance is defined as a matter which does not directly affect one or more employees, but nevertheless constitutes a dispute between the County and the Union as to the meaning or application of the specific terms of this Agreement.

If an employee is grieving a decision made by his/her immediate supervisor, the grievance will begin on Step Two. If an employee is grieving a decision made by the Manager or his/her designee, the grievance will begin on Step Three. If an employee is grieving a decision made by the County Administrator, the grievance will begin on Step Four. If an employee is grieving a decision made by the Commission, the employee will pursue the grievance through arbitration.

INFORMAL

Step One: The aggrieved employee, alone, with or through a union representative, shall present the grievance to his or her immediate supervisor within fifteen (15) working days after the occurrence of the event or matter giving rise to the grievance. Any resolution or grievance at the informal stage must be consistent with the terms of this Agreement. Additionally, any resolution at the informal stage where the employee chose to proceed with the grievance without the assistance or intervention of a union representative precludes the employee from making a claim against the Union alleging a breach of the Union's duty of fair representation.

FORMAL

Step Two: If the aggrieved employee, alone, or with or through a union representative, and the employee's supervisor have not resolved the grievance as provided pursuant to Step One, then the union representative may submit the grievance on behalf of the aggrieved employee, in writing on the official grievance form, to the Manager and/or his/her designee no less than seven (7) and no more than fourteen (14) working days after the grievance was first presented to the supervisor.

Within fourteen (14) working days after the grievance is presented to the Manager and/or his/her designee, the Manager and/or his/her designee, shall schedule and hold a meeting which will afford the aggrieved employee and that employee's union representative an opportunity to present any information relevant to the grievance. Within fourteen (14) working days after such meeting, the Manager and/or his/her designee shall respond in writing. If the Manager and/or his/her designee fails to respond in writing within fourteen (14) working days as required herein, the aggrieved employee or union representative may proceed to Step Three of the grievance procedure.

In the event that the Manager and/or his/her designee is not authorized to afford the aggrieved employee the relief requested in the grievance, the Manager and/or his/her designee shall so indicate on the official grievance form. In that event the aggrieved employee or union representative may proceed to Step Three of the grievance procedure.

Step Three: If the Manager's and/or his/her designee's response to the grievance, as provided pursuant to Step Two, is unsatisfactory to the employee, the employee or the union representative

shall submit the grievance, in writing, to the County Administrator within seven (7) working days after the date of the Manager's and/or his/her designee's response to the grievance.

Within ten (10) working days after receiving the written grievance, the County Administrator shall schedule and hold a meeting with the aggrieved employee and that employee's union representative. The County Administrator, the Manager and/or his/her designee, the aggrieved employee or that employee's union representative may invite the County's Human Resource Representative to attend and participate in the meeting as long as both sides are in agreement. At this meeting, the aggrieved employee and that employee's union representative may present any information, including the testimony of witnesses and evidence of a documentary nature, that the County Administrator should be aware of in order to inform the County Administrator's decision on the grievance. At this meeting, the Manager and/or his/her designee shall also be permitted to present any information, including testimony of witnesses and evidence of a documentary nature that the County Administrator should be aware of to inform the County Administrator's decision on the grievance.

Upon written application of either the aggrieved employee and that employee's union representative, or the Manager and/or his/her designee, or on the employee's own initiative, the County Administrator may, in his/her discretion, extend the period of time within which the meeting must be held in order to afford the parties a complete opportunity to present any information necessary to inform the County Administrator's decision on the grievance. The Administrator shall notify the parties in writing of any extension of time. This extension may not exceed thirty (30) calendar days, unless agreed to in writing by both parties. At this meeting, the County Administrator may select one additional non-bargaining unit County employee to attend the meeting for the purpose of ensuring that the meeting is properly recorded and to maintain the confidentiality of the meeting, unless the employee has chosen to have the meeting held in public session.

During such meeting, the County Administrator may consider any evidence which the Administrator deems relevant to the grievance. Formal rules of evidence shall not apply. In addition, the County Administrator shall cause such meeting to be recorded. The recording shall be available to the Manager and/or his/her designee and the aggrieved employee and that employee's union representative at no cost. The County shall not have any independent duty to transcribe the recording, but merely to make it and preserve it until the expiration of all deadlines contained in this Article.

The County Administrator shall, within ten (10) working days after the conclusion of such meeting with the aggrieved employee and that employee's union representative, render a written decision on the grievance.

Step Four: In the event that the decision of the County Administrator as rendered pursuant to Step Three is unsatisfactory to the aggrieved employee or the Manager and/or his/her designee, the union representative or the Manager and/or his/her designee may appeal the County Administrator's decision on the grievance to the County Commission. The union representative shall submit an appeal, in writing, to the County Commission within fourteen (14) working days after the County Administrator's written decision on the grievance. The notice of appeal shall state specific portions of the County Administrator's decision that are being appealed and the factual basis for the appeal.

The Commission must hold a hearing on the grievance within thirty (30) working days after the date on which the decision of the County Administrator is rendered pursuant to Step Three. The County Administrator, the Commission, the Manager and/or his/her designee, the aggrieved employee or

that employee's union representative may invite the County's Human Resource Representative to attend and participate in the meeting as long as both sides are in agreement. The Commission may in their discretion, but need not, allow the introduction of additional evidence beyond that contained

in the record developed at the hearing held by the County Administrator. In the event that the Commission does permit one party to present additional evidence, they shall do so at a hearing attended by all parties, and shall permit any other party to present further evidence for the purpose of rebutting or contradicting the additional evidence offered by the first party.

Regardless of whether the Commission allows the introduction of additional evidence as part of the appeal, they shall permit each party the opportunity to make an oral presentation in support of its position. Thereafter, the Commission may deliberate the matter and must submit a written decision on the appeal within fourteen (14) working days after the appeal hearing.

Step Five: In the event that the decision of the Commission as rendered pursuant to Step Four is unsatisfactory to the aggrieved employee or the Manager and/or his/her designee and/or that employee's union representative, the decision may be appealed to arbitration. The union representative or the Manager and/or his/her designee shall submit a written request for arbitration to the County Administrator within fourteen (14) working days after the date of the Commission's written decision as set forth in Step Four. The County and Union shall, within ten (10) working days after the date on which a written request for arbitration was filed, confer and attempt to mutually agree on the selection of an arbitrator. If the parties are able to mutually agree on an arbitrator, they shall acknowledge the selection of the arbitrator in writing. In the event that the parties are unable to agree on the selection of an arbitrator, each party shall select one arbitrator. Said selection shall be made in writing within fifteen (15) working days after the date on which the request for arbitration was filed. The two selected arbitrators shall meet and select a third mutual arbitrator within ten (10) additional working days and shall notify the parties of their selection in writing.

In the event that the parties have agreed upon a single arbitrator, they shall share equally in the fees and expenses of that arbitrator. In the event that the parties were unable to so agree, and a panel of three (3) arbitrators is selected as provided herein, then each party shall compensate their own selected arbitrator, and shall share equally in the fees and expenses of the third (3rd) neutral arbitrator. The County Administrator, the Manager and/or his/her designee, the aggrieved employee or that employee's union representative may invite the County's Human Resource Representative to attend and participate in the arbitration meeting(s) as long as both sides are in agreement.

Section 2 – Grievance by County

A grievance by the County shall be treated as a prohibited practice(s) complaint and handled as such.

ARTICLE 5 – DUES DEDUCTION AGREEMENT

A. All employees shall have the right to join or refrain from joining the Union. Employees who do not join the Union shall have the right of self-representation as set forth in 26 M.R.S. § 967, Subsection 2, paragraph 5. No employee shall be favored or discriminated against, either by the County or the Union, because of that employee's membership or non-membership in the Union. The Union recognizes its

responsibility as bargaining agent, and agrees to represent all unit employees in the bargaining unit without discrimination, interference, restraint or coercion, subject to the limitations set forth below.

B. Employees have the right to withdraw membership from the Union between twenty (20) and ten (10) days from the expiration date of the contract, according to the Agreement contained on the authorization card signed by employees.

C. Within thirty (30) days after the first six (6) 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 AFSCME Council 93 by signing a written payroll deduction authorization form authorizing deduction from his/her pay of the membership dues. All necessary forms shall be supplied by the Union. The County shall forward all such dues and fees so collected to the certified secretary/treasurer before the tenth (10th) day of the succeeding month for which the deductions were made. The Union shall indemnify and save the County harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues.

D. The County will withhold and remit additional amounts from member pay as directed by AFSCME. In order for such withholding to occur, AFSCME must (1) be entirely responsible for administering whatever benefit program is funded or contributed to by the amounts withheld, and (2) furnish the County with written instructions signed by each member wishing to have the additional amounts withheld. The County shall have no responsibility in connection with any AFSCME or other non-County sponsored benefit program other than withholding and remitting from member pay as specified herein.

ARTICLE 6 – PROBATION

Section 1 – Initial Probation

The initial probationary period for airport employee new hires shall be six (6) months. Consistent with the Municipal Employees Labor Relations Law, no employee is covered by any provision of the Collective Bargaining Agreement until he/she has been employed for six (6) months from the first date of full-time employment. The initial probationary period may be extended by mutual written agreement. In addition to the initial probation provided for in this Agreement, all employees must satisfy any probation imposed by State or Federal laws or regulations. If the employee does not satisfactorily complete any such legally mandated probation, even if the employee has otherwise satisfactorily completed the probation imposed by this Agreement, the employee shall be subject to immediate termination without cause.

An employee serving an initial probationary period is subject to dismissal with or without cause. Such employees are not entitled to pre- or post-deprivation process or any form of advance notice.

Section 2 – Probation Following Promotion

When an employee is promoted, he/she will serve a probationary period of ninety (90) days from the date of employment in the new position. Employees serving a probationary period following promotion

shall be evaluated at the completion of thirty (30) days employment following the promotion, but no later than thirty-seven (37) days following the promotion. The evaluation shall be in writing, using an evaluation form as agreed to by the parties. The form shall be completed by the employee's immediate supervisor, or by another individual with knowledge of the employee's performance whose rank is higher than the employee's immediate supervisor. The County shall endeavor to identify areas requiring improvement in the thirty (30) day written evaluation. Employees serving a probationary period

following promotion shall again be evaluated at the completion of seventy-five (75) days employment following the promotion, but no later than the eighty-second (82nd) day following the promotion. The written evaluation shall be conducted as set forth above regarding the thirty (30) day evaluation. If, upon completion of the seventy-five (75) day evaluation, the newly promoted employee's performance is not satisfactory, as determined by County, the employee shall be subject to demotion to that employee's prior position. The employee shall be given written notice of said demotion on or before the ninetieth (90th) day of the probationary period. An employee who does not pass that employee's probationary period based upon the written evaluations as set forth herein has a right to be reinstated to that employee's former position, with seniority. A demotion from a position to which an employee was newly promoted as a result of the evaluation process set forth herein is not considered discipline.

ARTICLE 7 – PROMOTIONS AND TRANSFERS

Section 1 – Promotions

Promotion shall be defined to mean a transfer of a full-time employee to a job in a higher grade level. If the employer has a bargaining unit position to fill, it shall be posted in the Department for fourteen (14) calendar days. The posting shall include the job description and shall list any qualifications required. Employees who desire to be promoted to the open position shall submit a written letter of interest to the Manager and/or his/her designee. Any additional information required shall be identified in the posting, and must be submitted with the letter of interest. Interested employees who do not meet the minimum qualifications will be notified in writing.

ARTICLE 8 - POSITION CLASSIFICATION AND SALARY ADMINISTRATION POLICY

Section 1 - Initial Compensation

New employees will be compensated in accordance with the appropriate Grades and associated Salary Ranges for the job classification in which they are hired as shown on Appendix C.

The starting level of pay will be determined based on qualifications and closely-related prior experience. The proper Step will be determined based on closely-related prior experience, as determined by the Manager and County Administrator, in their sole discretion.

Section 2 – Salary Ranges

a. Grades and Salary Ranges

The chart of Grades and Salary Ranges effective January 1, 2023 through December 31, 2023 is attached as Appendix B. Wages effective January 1, 2024 through December 31, 2024 and effective January 1, 2025 through December 31, 2025 as approved by Budget Committee and Commissioners for COLA and applicable step. The County shall create and provide Union with

a chart for grade and salary ranges for those additional years, and those charts shall become Appendixes B-1 and B-2.

Section 3 - Compensation for Promotion

An employee who is promoted to a position in a higher Grade will receive a salary increase as outlined in the Position Classification and Salary Administration Policy.

Section 4 – Classification for Voluntary Demotion

In order for an employee to seek a voluntary demotion from that employee’s current position to another position in a lower Grade, the employee must submit a written request for the demotion and must be qualified for the requested position.

When an employee voluntarily or involuntarily demotes to another position, time previously served in the classification from which the employee is being demoted shall be considered in determining that employee’s placement in the lower Salary Range. That employee will retain his/her seniority status.

Section 5 – Hourly Differential

An hourly differential of fifty cents (\$0.50) per hour shall be granted to employees who are required to work by the Airport Manager or their designee during the following hours:

6 p.m. to 6 a.m.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

Section 1 - Work Week

The normal work week for all full-time employees shall be forty (40) hours.

Section 2 - Computation of Overtime

Provisions of the Knox County Personnel Policy pertaining to computation of overtime are incorporated herein by reference.

Section 3- Compensatory Time

Provisions of the Knox County Personnel Policy pertaining to compensatory time are incorporated herein by reference.

ARTICLE 10 - CLOTHING AND UNIFORMS

Section 1: Clothing and Equipment

Provisions of the Knox County Personnel Policy pertaining to clothing and uniforms are incorporated herein by reference.

ARTICLE 11 - ACCESS TO PREMISES

Authorized representatives of the Union may enter County premises during normal working hours for the purpose of inquiring into pending disputes and for the purpose of carrying into effect the provisions of this Agreement. Such visits by such representatives shall be arranged with reasonable notice to the Manager and/or his/her designee. Visits will be scheduled and conducted in a manner which does not conflict with normal departmental operations. A list of authorized Union representatives who may enter County premises will be furnished by the Union to the County Administrator, Manager and/or his/her designee no later than the signing date of this Agreement.

ARTICLE 12 – ACCESS TO VEHICLES

Provisions of the Knox County Personnel Policy pertaining to access to vehicles are incorporated herein by reference.

ARTICLE 13 - SICK LEAVE

Section 1- Sick Leave Earned

Provisions of the Knox County Personnel Policy pertaining to sick leave are incorporated herein by reference.

Section 2 – Sick Leave Usage

Provisions of the Knox County Personnel Policy pertaining to sick leave usage are incorporated herein by reference.

Section 3 - Payment for Accrued, Unused Sick Leave at Resignation or Termination of Employment

Provisions of the Knox County Personnel Policy pertaining to payment for accrued, unused sick leave are incorporated herein by reference.

Section 4 – Additional Vacation Time

Provisions of the Knox County Personnel Policy pertaining to additional vacation time are incorporated herein by reference.

Section 5 - Sick Leave Donation

Provisions of the Knox County Personnel Policy pertaining to donation of sick leave are incorporated herein by reference.

Section 6 - Payment of Sick Leave

Provisions of the Knox County Personnel Policy pertaining to payment of sick leave are incorporated herein by reference.

ARTICLE 14 - BEREAVEMENT LEAVE

Provisions of the Knox County Personnel Policy pertaining to bereavement leave are incorporated herein by reference.

ARTICLE 15 – EARNED PAID LEAVE

Provisions of the Knox County Personnel Policy pertaining to earned paid leave are incorporated herein by reference.

ARTICLE 16 - VACATION LEAVE

Section 1 – Vacation Earned

Provisions of the Knox County Personnel Policy pertaining to vacation earned are incorporated herein by reference.

Section 2 – Vacation Accrual

Provisions of the Knox County Personnel Policy pertaining to vacation accrual are incorporated herein by reference.

Section 3 – Maximum Vacation Carried

Provisions of the Knox County Personnel Policy pertaining to maximum vacation carried are incorporated herein by reference.

Section 4 – Payment for Accrued, Unused Vacation Leave at Resignation or Termination of Employment

Provisions of the Knox County Personnel Policy pertaining to payment for accrued, unused vacation leave are incorporated herein by reference.

ARTICLE 17 – HOLIDAYS

Provisions of the Knox County Personnel Policy pertaining to holidays are incorporated herein by reference.

ARTICLE 18 - BULLETIN BOARDS/EMAILS

The employer agrees to allow the Union to use one-third (1/3) of the space on the bulletin boards located in appropriate areas for the purpose of posting notice of Union meetings, Union elections, and items of interest to the bargaining unit, recreational and social affairs. No material demeaning to the employer or advocating illegal activity may be posted. The employer agrees to allow the union through the Local Leader or Steward to use County employee emails for the purpose of posting union meetings, union elections, and ratification notes of contracts.

ARTICLE 19 - COURT TIME PAY

Provisions of the Knox County Personnel Policy pertaining to county time pay are incorporated herein by reference.

ARTICLE 20 - UNION ACTIVITIES ON COUNTY TIME

Section 1 - Stewards

An employee who is an authorized Local Leader or Steward of the Union may be allowed time off, with pay, during that employee's regular work hours or shift hours, by permission of the County

Administrator in cooperation with the Manager and/or his/her designee to investigate grievances, to attend grievance hearings, and to transmit official messages, but in no case shall such time exceed a total of two (2) hours per week. The County Administrator or the Administrator's designee may grant permission for additional time off with pay for these purposes. Such permission shall not be unreasonably withheld. In the event that the conduct of such union business extends beyond the regular shift, the County's responsibility for payment ends at the end of the regular shift. No more than one (1) steward at one (1) time shall be allowed the benefits of this article with regard to a particular subject.

Section 2 - Union Activities

So long as operational needs allow, members of the negotiating team shall be allowed reasonable time off without loss of pay or benefits to represent the Union in all negotiations with the County concerning the Collective Bargaining Agreement. The Local Leaders or steward of the Union shall annually provide the Manager and/or his/her designee with a list of members of the Union negotiating team.

ARTICLE 21 - JURY DUTY

Provisions of the Knox County Personnel Policy pertaining to jury duty are incorporated herein by reference.

ARTICLE 22 - LEAVES OF ABSENCE

Section 1 – General

Provisions of the Knox County Personnel Policy pertaining to leaves of absence are incorporated herein by reference.

Section 2 - Family Medical Leave Act

The County shall comply with requirements of the Federal and State Family Medical Leave Acts.

Section 3 – Additional Leave Under State Law - Military Leave and Family Military Leave

Provisions of the Knox County Personnel Policy for the additional leave under state law, military leave, and family military leave policies are incorporated herein.

ARTICLE 23 - REST AND LUNCH BREAKS

Employees shall be entitled to one unpaid thirty (30) minute meal break during an eight (8) hour workday. Employees are completely relieved of duty during this break. Employees are required to actually work the full number of hours required by this contract. The thirty (30) minute break is exclusive of and in addition to the required hours of work as specified herein. Employees may opt to waive this thirty (30) minute break by providing the County with a signed waiver on a form provided by the County.

ARTICLE 24 - HEALTH and DENTAL INSURANCE

Health Insurance

Section 1 – Premiums Paid

Provisions of the Knox County Personnel Policy pertaining to premiums paid are incorporated herein by reference.

Section 2 – Medical Opt-Out Stipend for Health Insurance

Provisions of the Knox County Personnel Policy pertaining to medical opt-out stipend are incorporated herein by reference.

Section 3 – Dental Insurance

Provisions of the Knox County Personnel Policy pertaining to dental insurance are incorporated herein by reference.

ARTICLE 25 – RETIREMENT PLAN OPTION

Section 1 – ICMA 401(a) Money Purchase Plan

Provisions of the Knox County Personnel Policy pertaining to ICMA 401(a) Money Purchase Plan are incorporated herein by reference.

Section 2 – ICMA 457 Plan

Provisions of the Knox County Personnel Policy pertaining to ICMA 457 Plan are incorporated herein by reference.

Section 3 – ICMA Roth IRA Plan

Provisions of the Knox County Personnel Policy pertaining to ICMA Roth IRA Plan are incorporated herein by reference.

ARTICLE 26 – CALL IN

Section 1 – Call In

When an employee is called back to work outside of that employee's regular work week, that employee shall receive a three (3) hour minimum call-in. Overtime shall be calculated in accordance with Article 9, Section 2.

ARTICLE 27 - WORK RULES

Section 1 - Work Rules

The County may, in its sole discretion, adopt or amend reasonable work rules that are not in direct conflict with this Agreement. Such rules may be found in County Policies, Procedures, Rules, Regulations, or in the County of Knox Personnel Policy. The County will notify the Union, by notification to the steward, in writing, of any new or revised rules prior to placing them in effect. Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the County may adopt which are not inconsistent with the Agreement. Should there be any doubt as to the employee's obligations, he/she shall comply with the rules and pursue a grievance.

ARTICLE 28 – INVESTIGATION OF MISCONDUCT

Section 1 – Employee Interview

If an employee is to be interviewed concerning allegations of misconduct, the investigator shall inform the employee of the specific conduct and/or allegations prompting the investigation. Nothing shall preclude the employer from expanding the scope of the investigation based upon information obtained during the investigation process. The investigator shall identify the source of the allegations, unless the employer believes that the circumstances require nondisclosure of the source.

Section 2 – Documents

When the investigation results in disciplinary action against an employee, the Employee is entitled to a copy of the non-confidential components of the investigation if the employee so chooses to grieve the decision, which may include a copy of the recorded interviews and documents gathered by the Employer as part of the investigation.

Section 3 – Union Representation

If an employee is to be interviewed concerning allegations of misconduct by the employee, the employee may have Union representation during the interview. When an employee is interviewed as a witness to alleged misconduct, that employee may have union representation at an interview when the employee reasonably believes he/she may be subject to disciplinary action as a result of the investigation.

Section 4 – Timely Investigation and Notification

The investigation shall be conducted without unreasonable delay and the employee will be advised of the final outcome of the investigation. If at the end of the thirty (30) working days, the investigation has not been completed, the Manager will review the status of the investigation and within seven (7) working days will provide a written report to the employee and the Manager as to why the investigation is not completed and may continue with the investigation if warranted or dismissed.

Section 5 – Leave from Work

Any leave from work, required by the Employer, during any such internal investigation shall be without any loss of pay and/or benefits by any employee involved in said investigation.

ARTICLE 29 – MUTUAL RESPONSIBILITIES AND DISCIPLINE

Section 1 - Mutual Responsibilities

Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the County may adopt which are not inconsistent with the Agreement. Should there be any doubt as to the employee's obligations, he/she shall comply with the rules and then grieve if he/she feels he/she has been wronged. All discipline shall be for just cause. Just cause may be established through an investigation as provided in Article 27.

Section 2 - Examples of Grounds for Discipline

The reasons listed below are illustrative of behavior or conduct, which may be grounds for discipline. The list is not intended to be exhaustive:

- A. Drinking or using illegal drugs on the job or arriving to work while under the influence, degree not needed, of intoxicating beverages or drugs.
- B. Failure to follow orders of superiors.
- C. Repeated tardiness.
- D. Failing to perform the duties of the position.
- E. Negligent or willful damage to County property.
- F. Conviction of a crime.
- G. Dishonesty, including falsification of official reports or records.
- H. Use of abusive language to the public.
- I. Negligently endangering the safety of other employees or the public.
- J. Sleeping on duty.
- K. Insubordination.
- L. Conviction of any traffic related offense that results in the loss of or suspension of the employee's right to operate a motor vehicle in the State of Maine. This will include any conviction in other states that have reciprocal Agreements with the State of Maine.
- M. Acceptance of money or a gift by any employee when given under circumstances indicating the hope or expectation of receiving better treatment than that accorded to the public in general is prohibited and may result in immediate dismissal. All employees shall be responsible for providing county services to the public in a courteous and polite manner.
- N. Failure to follow department policy.

Section 3 - Disciplinary Measures

Disciplinary action or measures may include, but are not limited to the following:

- Oral Reprimand
- Written Reprimand

- Suspension
- Termination of Employment

The measures need not be applied in sequence depending on the seriousness of the infraction. All oral and written reprimands, suspensions and terminations will be documented in the employee's personnel file.

ARTICLE 30 - PERSONNEL FILES

A. Definitions

- a. Personnel File: The term "personnel file" means those employment records described in 26 M.R.S. § 631, as interpreted by *Harding v. Wal-Mart Stores, Inc.*, 2001 ME 13, 765 A.2d 73.
- b. Personnel Folder: The term "personnel folder" refers to the physical location where records comprising an employee's personnel file are normally kept, maintained, or stored.

B. Employee File Information

An employee's personnel file shall be the official repository for all information related to the employee's employment with the County. It consists of two folders; one medical file containing private health information, and one containing all other documents. With the exception of information relating to compensation, training, and investigative reports, neither the Manager, nor any other County official, officer or employee shall establish or maintain any other file or record of information relating to the employee or the employee's employment with the County.

C. Employee Folder Storage Each employee's personnel folder shall be physically maintained in the County Administrative Office, and shall be maintained in such a manner as to prevent the unauthorized viewing of the information contained in such folder. Copies of documents containing information related to an employee's training may also be maintained by the Manager. "Information related to training" means documentation of formalized training that has been provided to an employee with respect to an employee's employment.

C. Right to Inspect

Upon request, to the extent permitted by 26 M.R.S. § 631, an employee shall have the right to inspect their personnel file. Inspection shall be during regular business hours and shall be conducted under the supervision of the Administrative Office. An employee shall have the right to make duplicate copies for their own use. No record shall be withheld from an employee's inspection. An employee shall have the right to have added to their personnel file a written refutation of any material which he/she considers detrimental so long as the written refutation is provided within five (5) days of the receipt of the material considered to be detrimental.

D. Disclosure of Contents of Personnel File

Insofar as permitted by law, the employee's entire personnel file shall be confidential and not released to any persons other than officials of the County, their agents and/or representatives, except upon a legally authorized subpoena or written consent of the employee. Employees should be aware that certain records contained in their personnel file, including but not limited

to final written decisions of discipline, are subject to public disclosure. Any document deemed subject to public disclosure by law is not confidential.

E. Records Pertaining to Employee Discipline

Employees shall be given copies of all records reflecting discipline that are made part of their personnel file. This includes written records of oral or verbal reprimands, written reprimands, suspensions, demotions, and terminations. The employee shall sign the disciplinary record acknowledging its receipt. Such signature in no way indicates that the employee agrees with its contents. The employee may provide a written refutation of any disciplinary record as set forth in Section 2, above.

Subject to the following conditions, records of discipline may be removed from an employee's personnel folder, but will remain in the possession of the County and part of the employee's personnel file, based upon the following schedule:

1. Oral/verbal reprimand	12 months
2. Written reprimand	24 months
3. Suspension	36 months
4. Corrective Probation	36 months
5. Demotion	60 months
6. Termination	Not eligible for removal

Upon the expiration of the time frame relevant to the nature of the discipline in question, the employee may submit a written request to Human Resources that the disciplinary record be removed from their personnel folder. In order to be eligible for removal, the employee must demonstrate that no discipline of any sort has been imposed on the employee during the relevant time frame. To the extent that additional discipline has been imposed, the relevant time frame begins anew on the date of the most recent discipline. Records of discipline that have been removed from an employee's personnel folder may not be used in connection with future disciplinary action, or decisions relating to promotion with the exception of theft, willful misrepresentation, threatening or endangering the safety of others in the workplace, or discrimination, harassment, assault, or acts of violence. **If state or federal law or regulation, including but not limited to the State of Maine Archive Retention Schedule, requires retention of records of employee discipline for a longer period of time than specified herein, such longer period of time shall apply.**

In extenuating circumstances, the Human Resources Manager may decline the employee's request to have the disciplinary record removed from the employee's personnel folder. The grievance process is available to the employee in such a circumstance, beginning at Step 3.

ARTICLE 31 - AVAILABILITY OF AGREEMENT

The employer shall furnish to the Unit Chair copies of the Collective Bargaining Agreement. The Union shall furnish each present employee with a copy of the Collective Bargaining Agreement.

ARTICLE 32 - WORK STOPPAGE

Employees within the bargaining unit, the Union and its officers at all levels agree that they will not instigate, promote, sponsor, or engage in any work stoppage or slowdown during the course of this Agreement. In the event that Union members participate in such activities in violation of this provision, the Union shall notify the members so engaged to cease and desist from such activities and instruct the members to return to their normal duties. The employer agrees there will be no lockouts during the term of this Agreement.

The union and employees' obligations as set forth in this article are intended to be consistent with the provisions of 26 M.R.S. § 964(2)(c).

ARTICLE 33 - SEPARABILITY OR SAVINGS

If any Article or Section of this Agreement shall be found contrary to any law, such invalidity shall not affect the validity of the remaining provisions. The County and the Union agree to meet and negotiate a replacement language within thirty (30) days of the declaration of invalidity of such Article or Section.

In the event that the County and Union are unable to agree on a replacement clause or language as provided herein, the provisions of 26 M.R.S. § 965 are applicable and available to both parties.

ARTICLE 34 - MANAGEMENT RIGHTS

The Union agrees that the County has and will continue to retain the sole and exclusive rights to manage the operation of the Knox County Regional Airport and retains all management rights, whether exercised or not, unless specifically abridged, modified or delegated by the provisions of this agreement. Such rights include, but are not limited to, the right to determine the mission, location and size of the Knox County Regional Airport; the right to direct the work force; the right to establish specifications and qualifications for each position or class of positions, including but not limited to job descriptions; the right to establish, implement, change or modify work rules; the right to discipline and terminate employees for just cause; the right to determine the duties and assignments of employees; the right to reduce the size of the work force; the right to establish, implement, modify and change hours of work, the work schedule, and shift length; the right to contract out for goods and services for bona fide operational or economic reasons; the right to install new, improved or changed methods of operations; the right to make temporary layoffs, the right to examine, test, recruit, select, hire, train, promote or transfer employees; and the right to take whatever actions are necessary to carry out the mission of the Knox County Regional Airport in the event of an emergency.

ARTICLE 35 – MILEAGE AND TRAVEL REIMBURSEMENT

Knox County Personnel Policy provisions for mileage and travel reimbursement are incorporated herein by reference.

**ARTICLE 36 - CONCLUSION OF NEGOTIATIONS AND RELATIONSHIP
BETWEEN THIS AGREEMENT TO OTHER INSTRUMENTS**

Section 1 - Conclusion of Negotiations

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter of collective bargaining, and that the understanding and Agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2 - Relationship to Knox County Charter

The parties acknowledge that Knox County is subject to a Charter form of government. The Knox County Charter establishes the structure of the government of Knox County, subject only to the limits of the Constitution of Maine and the United States. *30-A M.R.S. § 1301*. The parties acknowledge that this Agreement must be consistent with the provisions of the Charter, and to the extent that there is any inconsistency between the provisions of this Agreement and the provisions of the Charter, those of the Charter shall govern. If either party believes that an inconsistency between this Agreement and the

Charter exists, that party shall give the other party written notice of the perceived inconsistency. If there is a dispute as to whether or not an inconsistency between this Agreement and the Charter in fact exists, that dispute may be brought by either party to the Superior Court for adjudication. Such action shall be brought within thirty (30) days of the receipt of the notice referred to herein.

If the party receiving the notice does not file an action as specified herein within thirty (30) days, and if no other agreement or resolution is reached between the parties with respect to the perceived conflict, then the conflict as identified in the notice shall be determined to exist.

Section 3 - County of Knox Personnel Policy

The County of Knox Personnel Policy remains in effect and applies to employees covered by this Agreement. However, to the extent that there is any conflict between the Personnel Policy and this Agreement, this Agreement shall govern for employees who are covered by this Agreement. The Union and employees acknowledge that the Personnel Policy is one source of work rules which employees are obligated to abide by, except to the extent that one or more such rules are specifically and expressly displaced by the terms of this Agreement.

Section 4 - Other Instruments

As provided in Article 26, the provision of various County Rules, Regulations, Policies or Procedures are considered work rules and are binding upon employees covered by this Agreement, except to the extent inconsistent with the express terms of this Agreement.

ARTICLE 37 - DURATION AND EFFECTIVE DATES

Unless specifically otherwise provided herein, this Agreement shall be effective January 1, 2023.

Collective Bargaining Agreement between the County of Knox and AFSCME Council 93
January 1, 2023- December 31, 2025

This Agreement shall expire on December 31, 2025.

If a new agreement has not been reached prior to the expiration date of this agreement, the provisions set forth in this agreement shall continue in full force and effect until the date of execution of a new agreement.


FOR THE COUNTY

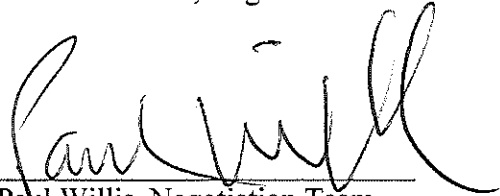
FOR AFSCME Council 93


Knox County Commission


Edward B. Glaser, Chair



Victorine Davis, Negotiation Team



Richard L. Parent, Jr., Commissioner


Paul Willis, Negotiation Team


Sharyn L. Pohlman, Commissioner


John Nuttall, Staff Representative


Date Signed by County


Date Signed by Union

APPENDIXES

APPENDIX A

AFSCME Council 93

OFFICIAL GRIEVANCE FORM

<u>Employer</u> _____	Date Submitted:	Step 1 _____
Local No. ___ - Dept. _____		2. _____
Local Grievance No. _____	_____ Class Action	3. _____
Grievant _____		4. _____
Title _____		5. _____
Address _____ _____	Work Phone _____	
	Home Phone _____	

FIRST STEP RESPONSE: The grievance was submitted to me on _____

My response is as follows: _____

Signed _____ Title _____
Date _____

SECOND STEP RESPONSE: The grievance was submitted to me on _____

My response is as follows: _____

Signed _____ Title _____
Date _____

THIRD STEP RESPONSE: The grievance was submitted to me on _____

My response is as follows: _____

Signed _____ Title _____
Date _____

FOURTH STEP RESPONSE: The grievance was submitted to me on _____

My response is as follows: _____

Signed _____ Title _____
Date _____

Waiver form: The time limits for submission to step # 1 2 3 4 5
(circle) have been extended for a period

of _____ Signed _____
Date _____

EMPLOYER,
IN ORDER THAT THE UNION CAN DETERMINE WHETHER TO PROGRESS THIS
GRIEVANCE, IT REQUESTS THE

FOLLOWING INFORMATION:

1. Any and all records, documents and/or statements in the Employer's possession pertaining to this matter.
2. A written, detailed explanation for the decision to deny this grievance.

Collective Bargaining Agreement between the County of Knox and AFSCME Council 93
January 1, 2023- December 31, 2025

APPENDIX B

FINAL - 18 STEPS - 40% spread
8.6599% COLA increase over 2022

2023 KNOX COUNTY GRADES AND RANGES

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
5	\$16.07	\$16.39	\$16.72	\$17.05	\$17.39	\$17.74	\$18.09	\$18.46	\$18.82	\$19.20	\$19.59	\$19.98	\$20.38	\$20.78	\$21.20	\$21.62	\$22.06	\$22.50
6	\$16.71	\$17.04	\$17.38	\$17.73	\$18.09	\$18.45	\$18.82	\$19.19	\$19.58	\$19.97	\$20.37	\$20.77	\$21.19	\$21.61	\$22.05	\$22.49	\$22.94	\$23.40
7	\$17.37	\$17.72	\$18.07	\$18.44	\$18.80	\$19.18	\$19.56	\$19.96	\$20.35	\$20.76	\$21.18	\$21.60	\$22.03	\$22.47	\$22.92	\$23.38	\$23.85	\$24.33
8	\$18.06	\$18.42	\$18.79	\$19.17	\$19.55	\$19.94	\$20.34	\$20.75	\$21.16	\$21.58	\$22.02	\$22.46	\$22.91	\$23.36	\$23.83	\$24.31	\$24.79	\$25.29
9	\$18.80	\$19.17	\$19.55	\$19.95	\$20.34	\$20.75	\$21.17	\$21.59	\$22.02	\$22.46	\$22.91	\$23.37	\$23.84	\$24.31	\$24.80	\$25.30	\$25.80	\$26.32
10	\$19.54	\$19.93	\$20.33	\$20.74	\$21.15	\$21.58	\$22.01	\$22.45	\$22.90	\$23.35	\$23.82	\$24.30	\$24.78	\$25.28	\$25.78	\$26.30	\$26.83	\$27.36
11	\$20.32	\$20.73	\$21.14	\$21.57	\$22.00	\$22.44	\$22.89	\$23.34	\$23.81	\$24.29	\$24.77	\$25.27	\$25.77	\$26.29	\$26.82	\$27.35	\$27.90	\$28.46
12	\$21.94	\$22.38	\$22.83	\$23.29	\$23.75	\$24.23	\$24.71	\$25.21	\$25.71	\$26.22	\$26.75	\$27.28	\$27.83	\$28.39	\$28.95	\$29.53	\$30.12	\$30.73
13	\$23.70	\$24.18	\$24.66	\$25.15	\$25.66	\$26.17	\$26.69	\$27.23	\$27.77	\$28.33	\$28.89	\$29.47	\$30.05	\$30.65	\$31.28	\$31.90	\$32.54	\$33.19
14	\$25.59	\$26.10	\$26.63	\$27.16	\$27.70	\$28.26	\$28.82	\$29.40	\$29.99	\$30.59	\$31.20	\$31.82	\$32.46	\$33.11	\$33.77	\$34.44	\$35.13	\$35.84
15	\$27.64	\$28.20	\$28.76	\$29.34	\$29.92	\$30.52	\$31.13	\$31.76	\$32.39	\$33.04	\$33.70	\$34.37	\$35.06	\$35.76	\$36.48	\$37.21	\$37.95	\$38.71
16	\$29.86	\$30.46	\$31.07	\$31.69	\$32.32	\$32.97	\$33.63	\$34.30	\$34.99	\$35.69	\$36.40	\$37.13	\$37.87	\$38.63	\$39.40	\$40.19	\$40.99	\$41.81
17	\$32.25	\$32.90	\$33.55	\$34.22	\$34.91	\$35.61	\$36.32	\$37.05	\$37.79	\$38.54	\$39.31	\$40.10	\$40.90	\$41.72	\$42.55	\$43.40	\$44.27	\$45.16
18	\$34.83	\$35.52	\$36.23	\$36.96	\$37.70	\$38.45	\$39.22	\$40.01	\$40.81	\$41.62	\$42.45	\$43.30	\$44.17	\$45.05	\$45.95	\$46.87	\$47.81	\$48.77
19	\$37.61	\$38.37	\$39.13	\$39.92	\$40.71	\$41.53	\$42.36	\$43.21	\$44.07	\$44.95	\$45.85	\$46.77	\$47.70	\$48.66	\$49.63	\$50.62	\$51.64	\$52.67
20	\$40.62	\$41.43	\$42.26	\$43.11	\$43.97	\$44.85	\$45.75	\$46.66	\$47.59	\$48.55	\$49.52	\$50.51	\$51.52	\$52.55	\$53.60	\$54.67	\$55.77	\$56.88

4% between grades 5-11, 8% between grades 11-20
2% between each Step