

ARTICLE 1 - PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, M.R.S.A., Section 961 through 974, 1969, as amended), the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale and to promote effective efficient operations.

ARTICLE 2 - RECOGNITION

The County recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, and other conditions of employment for all its eligible employees within the bargaining unit of the County, as determined in accordance with the Municipal Public Employees Labor Relations Act. The provisions of this contract do not apply to an employee who is temporary, seasonal, or on-call.

ARTICLE 2A - PROBATION STATUS

A new employee shall serve a probation period of Twelve (12) months, or a total number of hours equivalent to twelve (12) months of uninterrupted full time employment and complete required training, including completion of the field training program, and obtain formal certification, whichever is longer, during which time the employee shall not be a member of the bargaining unit and may be discharged without just cause.

Notwithstanding any State law to the contrary, such employee shall not be entitled to the benefits of this agreement except for the provision dealing with starting salary except that the employee may enroll to receive the county provided health insurance benefit after the employee has **completed** 60 days of full-time employment. The health benefit will take effect on the first of the month immediately following the date of the employees' 60-day anniversary date. It is the employee's responsibility to notify the appropriate personnel of their intent to enroll in the health insurance program.

ARTICLE 3 - ACCESS TO PREMISES

Authorized agents of the Union shall have access to the County's establishment during normal business hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the County's working schedule. As a matter of courtesy, the authorized business agent(s) shall report to the appropriate supervisor or their designee.

ARTICLE 4 - BONDS

Should the County require any employee to give bond, the premium shall be paid by the County. The primary obligation to procure the bond shall be on the County.

ARTICLE 5 - BULLETIN BOARDS

The County agrees to provide suitable space for and maintain a bulletin board in each bargaining unit. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins. The County agrees to allow the Union the use of the County electronic mail (email) addresses for the purposes described above provided it complies with the County policy.

ARTICLE 6 - COMPENSATION CLAIMS

The County agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law. The County shall provide Workers Compensation protection for all employees, if the injury arose out of or in the course of employment.

In the event that an employee is injured on the job, the County shall pay such employee day's guarantee for that day lost because of such injury. An employee, who is injured on the job, is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his regular shift on that day. An employee who has returned to regular duty after sustaining a compensable injury, and who is required by the Workers Compensation doctor to receive additional medical treatment during regularly scheduled working hours, shall receive the regular hourly rate of pay for such time.

ARTICLE 7 – DISCIPLINE

Section 1. Personnel Files

A. Insofar as permitted by law all personnel records shall be confidential and shall not be released to any person other than officials of the department and other county or legal representatives, including, but not limited to the County Commissioners of the County except with the written consent of the employee.

B. Upon request, a member shall have the right to inspect their official personnel record after having given reasonable notice. Inspection shall be during regular business hours and shall be conducted under the supervision of the department or the county human resource manager or their designee. A member shall have the right to make duplicate copies for their own use. No records shall be withheld from a member's inspection. A member shall have a right to have added to their personnel file a written refutation of any material, which he/she considers detrimental.

C. No written reprimand which has not previously been the subject of a hearing, where the employee is given the opportunity to respond to the claims in the reprimand, shall be placed in a member's personnel

file unless the member is first given the opportunity to see and initial a copy of the reprimand. Within five (5) days thereafter, the member may file a written reply. If the Sheriff, or their designee, thereafter places the written reprimand in the member's personnel file, they shall also include the reply.

D. Any employee placed under investigation shall be notified in writing within 72 hours of the complaint. This notice shall include all potential charges and complaints levied against the officer. If the officer is to be interviewed, the employee shall be notified 48 hours in advance of the date, time and location of the interview. The county will make every attempt to expeditiously resolve any investigation. An investigation lasting longer than 90 days shall be considered stale. Upon completion of the investigation, and prior to the Loudermill Hearing, employee and union shall be provided a copy of the internal investigation results. Following a Loudermill Hearing, the county will make a decision about discipline within 5 working days.

Section 2. Employees Right to Union Representation

The County shall not discharge nor suspend any employee without just cause. Prior to a suspension or discharge a Loudermill hearing shall be conducted. In all cases involving the discharge or suspension without pay of any employee, the County must immediately notify the employee in writing of the discharge or suspension and the reason thereof. Such written notice shall also be given to the Steward, and a copy mailed to the Local Union Office within two (2) business days from the time of the discharge or suspension.

The parties recognize that a "Loudermill" hearing is not one involving a burden of proof on the part of management. It is an opportunity prior to the imposition of discipline, for the affected employee, or the employee's representative, to present additional facts, excuses or explanations and witnesses and documents to management prior to the effective action.

Weingarten Rights – See Appendix B

Section 3.

Any employee discharged must be paid in full for all wages owed him by the County, including earned vacation pay and time due, if any, by the next regular pay period after discharge, upon the return of all issued clothing and equipment. Discharged or terminated employees shall not be eligible to receive payment for any accumulated sick leave.

Section 4.

In the event of a reprimand, suspension or discharge, the employer shall notify the Local Union Chief Steward, in writing, on the same date any discipline is imposed against any employee. In the event of a written reprimand, suspension or discharge, the employee should refer to Article 9 Grievance Procedure.

Section 5. Should it be proven that an injustice has been done to a suspended or discharged employee, they shall be fully reinstated in their position and compensated at their usual rate of pay for lost work opportunity based upon a standard workweek.

Section 6.

No written reprimand or suspension will remain in the employee's personnel file in excess of twelve (12) months unless a violation of the same nature has occurred within that twelve (12) month period. In cases of repeat violation of a like nature, the letter(s) shall remain in the personnel file until twelve (12) months have passed since the most recent violation. The County may proceed with progressive discipline of an employee who already has at least one (1) counseling or reprimand in their personnel file, even if the conduct which is the subject of the progressive discipline is of a dissimilar nature from the counseling or reprimand previously given.

Suspension for use of force, sexual harassment and inmate fraternization may be used for purposes of progressive discipline and shall be removed upon written request of the employee after (12) twelve months unless a similar violation occurs within the (12) twelve month period, then both violations shall remain in the employees personnel file for a period of (18) eighteen months and then shall be removed upon written request of the employee.

Upon conviction(s) of a class D, E, crime, any discipline applied as a result of said conviction(s) shall remain in the employees personnel file.

Employees with unfounded criminal, civil, and/or administrative charges shall have all records pertaining to those exonerated charges expunged from their personnel file.

ARTICLE 8 - EXAMINATIONS

Section 1.

Physical, mental or other examinations required by the County shall be promptly complied with by all employees provided; however, the County shall pay for all such examinations. If the examination is scheduled during working hours, the County shall allow release without loss of wages to the employee.

Section 2.

The County reserves the right to select its own physician; and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense. In the event of a disagreement between the physician selected by the County and the doctor selected by the Union, the County and the Union doctors shall together select a third (3rd) doctor within thirty (30) days, whose opinion shall be final.

ARTICLE 9 - GRIEVANCE PROCEDURE

Section 1. A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute, which may arise under the interpretation or application of this Agreement. Any grievance arising between the County and the Union or an employee represented by the Union shall be settled in the following manner:

Step 1. All grievances shall be submitted, in writing, by the union, to Sheriff or their designee not later than ten (10) working days after the occurrence of the event giving rise to the grievance. Grievances shall be submitted on a jointly approved grievance form and shall cite the alleged contract violation. The Shop Steward or Alternate and/or the employee shall take up the grievance, in writing, with the Sheriff.

If the Steward and/or employee with the Sheriff or his designee have not resolved the grievance within ten (10) working days after the meeting between the grievant, Steward and the Sheriff, the Shop Steward and/or employee shall submit such grievance in writing to the Union Business Representative.

Step 2. The Union Business Representative shall file written notice of the grievance with the County Commissioners within ten (10) working days after the written response from the Sheriff. The Union Business Representative with employee or Steward shall then take the matter up with the County Commissioners. Within fifteen (15) working days after the meeting, the County Commissioners shall render a decision on the grievance.

Step 3. In the event that the decision of the County, as rendered pursuant to Step 2 hereof, is not acceptable to the Union, the Union may, within ten (10) working days, file a request with the Maine Board of Arbitration and Conciliation for arbitration of the grievance.

Step 4. The decision of the Arbitrator(s) shall be final and binding on the parties, and the Arbitrator(s) shall be requested to issue the decision within thirty (30) working days after the conclusion of testimony and final argument. In the event an employee processes the grievance on his own, all employees' expenses shall be borne by the employee. Expenses for the Arbitrators services and the proceedings shall be borne equally by the County and the Union except when the employee processes his own grievance. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause 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.

Section 2.

The Local Union, or its authorized representative, shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individuals whose pay is in dispute or records pertaining to a specific grievance. Reasonable notice of intent to examine records will be provided.

Section 3.

The time limits for the processing of grievances may be extended by written consent of both parties.

Section 4.

Should the County feel aggrieved as the result of the interpretation or application by the Union of any provision in this Agreement, the County may seek adjustment of said grievance in the foregoing manner, except that the procedure may be initiated at Step 2.

Section 5.

No monetary compensation for unearned time will be awarded. In the event of a grievance settlement that awards an unearned monetary award said award does not set any precedent for the future unless the Board of Commissioners has been notified, in writing, and approves the proposed settlement.

ARTICLE 10 - IDENTIFICATION FEE

Should the County find it necessary to require employees to carry or record full personal identification, such requirements shall be complied with by the employees. The cost of such personal identification shall be borne by the County.

ARTICLE 11 - LEAVE BENEFITS

Leaves of absence may be authorized for an employee up to one (1) year, if the Sheriff, County Administrator and the Commissioners approve. Leave shall not be granted for the purpose of starting a business.

An employee in an unpaid status for three (3) consecutive days shall request in writing an unpaid leave of absence or be considered terminated from service.

- A Persons returning from leaves of absence shall be entitled to previous service counting toward benefits.
- B The County Commissioners and Sheriff shall have the right to fill the vacated position only during the length of the leave of absence with a qualified, temporary employee.
- C When an employee returns from leave of absence, they shall assume their former status as a full-time employee.
- D During the leave of absence, the employee shall receive no benefits except seniority previously accrued.

- E Employees taking a leave of absence under the provisions of the Family Medical Leave Act (FMLA) shall use all accrued paid leave before taking Family Medical Leave but may, with prior approval, elect to keep 2 (two) weeks vacation leave to be taken before or after FMLA.
- F An employee who fails to return to work from FMLA and has not used accrued vacation leave will forfeit any accumulated leave. The balance of the leave under FMLA will be unpaid leave. When an employee has exhausted all sick leave and is on a county approved leave of absence the employee may continue their health benefits at their own cost.

ARTICLE 12 - ~~LIE DETECTOR TEST~~ POLYGRAPH/SUBSTANCE TESTING

The County may suggest or request, but shall not require, that an employee take a polygraph or any other form of lie detector test. An employee may volunteer to take a polygraph test. The County may also ~~suggest or request, but shall not require,~~ when reasonable suspicion exists that an employee is under the influence of an unauthorized or illegal drugs or alcohol, require that ~~an~~ the employee take blood/urinalysis tests to determine the presence of unauthorized or illegal drugs or alcohol in their system. ~~An employee may volunteer to take a polygraph test.~~

ARTICLE 13 - MAINTENANCE OF STANDARDS

Section 1. Protection of Conditions

The County agrees that all conditions of employment relating to wages, hours of work, overtime differentials, benefits and general working conditions and other monetary matters 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 improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bonafide errors made by the County or the Union in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date of error discovery. This provision does not give the County the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

Section 2. Extra Contract Agreements

The County agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Section 3. Status Quo

Wages, rates of pay or any other matter requiring appropriations of money shall remain at status quo during the term of this Agreement.

ARTICLE 14 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

The County retains all rights and authority to manage and direct its employees and to determine work-shift assignments, except as otherwise specifically provided in this Agreement. The Union acknowledges the right of the County to make such reasonable rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement. Two (2) copies of departmental Rules changes will be provided to the Union Steward.

ARTICLE 15 - SANITARY CONDITIONS

The County agrees to maintain a clean, sanitary washroom having hot and cold running water and with toilet facilities, unless otherwise mutually agreed. Said washrooms do not have to be maintained for exclusive use of employees.

ARTICLE 16 - SENIORITY

Section 1. Seniority

Seniority for the purpose of this agreement shall be interpreted to mean length of continuous service by classification (rank) within the unit. Seniority shall be a major factor in all matters affecting layoffs, recall, vacation preference, and shift preference. Shift preference shall mean pick of assigned shift by classification and unit by seniority as a start up basis. Afterward, bid by seniority shall only occur when an opening exists.

Section 2. Layoffs

In the event it becomes necessary for the County to lay-off employees for any legitimate business reason, employees shall be laid off in the inverse order of their seniority, by division with bumping rights, subject to the ability to perform the job (without technical retraining), within the division. All affected employees shall receive a two (2) calendar week advance notice of lay-off, and the County shall meet with the affected employees prior to the actual occurrence of lay-off. Employees shall be recalled from lay-off according to their seniority within the division. No new employees shall be hired until all employees on lay-off status within the division have been afforded recall notices.

Section 3. Recall

Employees, laid off are responsible to keep the County notified of their current phone number and mailing address. The County shall send a recall notice by certified mail to the last known address. If the recalled employee does not report for work within two (2) weeks of the posted date of the letter, the employee forfeits recall rights. Employees shall remain on the recall list for thirty- six (36) months.

Section 4. Lateral Entry or Re-entry

No employees shall be placed at a higher level for purposes of seniority, under article 16 or elsewhere.

The County may, within the unit, hire a new or returning employee with appropriate experience at a level of pay and benefits higher than that of starting pay for corrections officers.

Based upon standards adopted by the County in advance of hiring, the County may hire an employee and assign vacation time and benefits which take into appropriate account the years of service in another or Kennebec's corrections agency or in comparable employment of the open position. This section does not give any seniority rights within the unit.

Lateral entry or re-entry will be determined on a case- by -case basis. Level and depth of experience and training will be evaluated to determine the appropriate entry level. Years of service will not be the sole determinant for the level of lateral entry.

This clause does not create any rights for any unit member or individual accepting lateral entry or re-entry. Previous or subsequent determinations shall not set any precedent for any employee or the union. Salary and benefits may not exceed the level set in the collective bargaining agreement.

All lateral entries shall be evaluated and approved prior to hire by the Sheriff and County Administrator.

Section 5. Seniority List

The seniority list shall be brought up-to-date on January 1st of every year and immediately posted thereafter on bulletin boards for a period of not less than thirty (30) days, and a copy of same shall be sent to the Union and to the Steward. Any objection to the seniority list, as posted, must be reported to the county within ten (10) days from the date posted or it shall stand as accepted.

Section 6. Seniority – Promotions and Demotions

If a Basic Corrections Officer is promoted to a higher rank, the Officer will be placed as the most junior person holding that classification (grade). If a person holding a higher grade voluntarily resigns that grade and reverts to the lower grade or if a person is involuntarily demoted to a lower grade while on probation, that Officer shall maintain their seniority. If a person is involuntarily demoted to a lower grade, and is not on probation, that person will lose their seniority and be placed as the most junior person at that grade.

Section 7. Postings for laid off employees

All permanent job openings and/or vacancies in the division shall be posted by the County for bid as soon as such opening and/or vacancy becomes available. This provision shall also apply to temporary job openings that are likely to last thirty (30) or more calendar days. The County shall send a recall notice by certified mail to the last known address. All employees subject to recall shall notify the County in writing of any phone number or address change.

Section 8. Seniority for Unit members returning to unit work

Employees who have left the unit for another position within the county may return to the unit without loss of seniority. Previous time served in the unit shall determine the seniority of the employee.

This does not apply to employees who have left county service. The other lateral entry provisions may apply to employees returning after leaving county service.

Employees requesting to return to the unit from a non-unit position may return based on the availability of a position. Returning employees may not bump into any position.

If the employees have previously completed their probationary period for the position, they return to will not serve an additional probationary period.

- A. Except for the provisions in this section all other lateral entry provisions in Article 16 Section 4 shall apply
- B. Time served in the unit shall be applicable for the determination seniority.
- C. Calculation of benefits shall be determined by the time of full-time county employment. This may be different than unit seniority.
- D. Seniority for shift-pick, overtime and promotion calculation will be based on Unit seniority.
- E. Returning employees must return in “good standing”. Employees terminated from the non-unit position have no rights under this section.

ARTICLE 17 - SEPARATION FROM EMPLOYMENT

In all cases of voluntary separation, employees shall provide the County with a written notice of intent to terminate employment at least ten (10) working days in advance of the last actual day worked. Upon separation, and the employee has returned all issued equipment, tools, and clothing to the department head a final paycheck will be issued.

ARTICLE 18 - SUBCONTRACTING

Both the Union and the County agree that the County may either subcontract or contract to meet their necessary work requirements. However, any subcontracting or contracting will not be done in an attempt to undermine or injure the Union or its members. Every reasonable attempt shall be made by the County to find alternate employment for any affected employee of the County before layoff.

ARTICLE 19 - SHOP STEWARDS

Section 1. Duties

The County recognizes the right of the Union to designate Shop Stewards and Alternates. The county shall be notified, in writing, of the names of the shop stewards and of any changes. The authority of Shop Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- A. the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- B. the collection of dues when authorized by appropriate Local Union action;
- C. the transmission of such messages and information, which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing.
- D. shop stewards performing union business during off duty time shall not be compensated by the county for that time.

Section 2. Job Action Authority

Shop Stewards and Alternates have no authority to take strike action, or any other action interrupting the Employees business except as authorized by official action of the Union. The County recognizes these limitations upon the authority of Shop Stewards and their Alternates and shall not hold the Union liable for any unauthorized acts.

Section 3. Grievance Investigations

Stewards shall be permitted to investigate, present, and process grievances on or off the property of the County without loss of time or pay with the approval of the Sheriff. Such time spent in handling grievances may be conducted during the Steward's normal working shift providing appropriate relief is available at no cost to the county.

Permission to investigate grievances shall not be unreasonably withheld by the Sheriff.

ARTICLE 20 - ADMINISTRATIVE PERSONNEL

Administrative personnel shall not perform bargaining unit work except for emergencies, instructional purposes, and to assist bargaining unit personnel provided such work does not result in the displacement of qualified employees.

ARTICLE 21 - UNION ACTIVITIES

Members of the negotiating team shall be allowed reasonable time off without loss of benefits to represent the Union on all negotiations with the County concerning the collective bargaining agreement. The President of the Local Union shall provide the County Commissioners with a list of members on the Union Negotiating Team, prior to the start of successor negotiations

ARTICLE 22 - CHECKOFF AUTHORIZATION

Section 1. Dues Deduction

The County shall deduct regular monthly dues and fees upon receipt of a signed authorization from each employee (a copy of which is to be retained by the County) and a certified statement from the ~~of the~~ Union as to the amount of dues and fees. Such authorization shall be for the life of this Agreement and shall be continued thereafter if an Agreement exists between the County and the Union, unless an employee notifies the Union in writing no more than twenty (20) days and not less than ten (10) days before the expiration of the Agreement of his desire to revoke his authorization for check-off.

Section 2. Dues Forwarded to ~~Local~~NCEU

The County shall forward all such dues and fees so collected to the NCEU Office before the end of each month in which deductions were made. In the event dues and fees are deducted each week, the County shall forward such dues and fees to the NCEU Office within fifteen (15) days after the deductions were made.

Section 3. Delinquent Dues

Upon notification by the Union of delinquent dues or fees, the County shall deduct for delinquent dues or fees in addition to deductions for regular dues or fees.

Section 4. Indemnification

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 and fees and remitting the same to the Union pursuant to this Article.

Section 5. Payroll Deduction

The County agrees to provide a payroll deduction spot for NCEU sponsored supplemental insurance provided it complies with the County policy regarding payroll deductions.

ARTICLE 23 - CALL BACK TIME

The employees called back to work shall receive a minimum of three (3) hours pay at either straight time or overtime rate, whichever is applicable, for the work which they are called back. This does not apply to scheduled doubles when one shift is canceled. Maintenance staff called back to work shall receive a minimum of three (3) hours pay at either straight time or overtime rate, whichever is applicable for the work which they are called back. , Employees called back to correct duty related errors due to the employee's negligence or omission, or receive disciplinary action shall be paid only for the total time accrued to fulfill management's requirements. Employees reporting for duty and are told they are not needed will receive two (2) hours of straight time pay. Employees filling special duty or hospital shifts shall call in before the shift to determine if the shift is still available. For hospital shifts, if the shift is canceled with less than 24 hours' notice the employee may receive two (2) hours of straight time pay.

ARTICLE 24 - JURY DUTY PAY

In the event that an employee loses all or part of his time on account of jury service, the County shall pay such employee an amount sufficient to guarantee no loss in wages on account of such absence from work.

Section 1. Court Time

- A. Any employee covered by this Agreement who is required in the course of duty to attend a Federal or State Court proceeding or other formal hearings before an administrative agency of the State, outside his or her regular shift, shall receive a minimum of three (3) hours at time and one-half (1 1/2) and any hours over three (3) hours is paid at the rate of time and one-half (1 1/2).

Any fees received from the court shall be turned over to the County Treasurer.

- B. A Correctional Officer will only be reimbursed as a witness if it is corrections duty related.

ARTICLE 25 - BEREAVEMENT LEAVE

Bereavement leave is for attendance at a funeral. If requested, documentation will be provided.

To provide County employees to take time off to attend to arrangements in the death of an immediate family member or to attend a funeral.

In the event of death in the immediate family of an employee the employee shall be granted five (5) days paid leave of absence to make household adjustments or to attend funeral services. "Immediate Family" is defined to include: spouse, child, step-child living in the home, parent, brother, sister and domestic partner as described by Maine statute.

In the event of death of, sister-in-law, brother-in-law, stepchild not living in the home, stepparents, grandparents, foster parents, parents-in-law, and other members of the household residing with the employee as house/roommates on a permanent basis the employee shall be granted three (3) days paid leave to make household adjustment or to attend funeral services

In the event of the death of an aunt, uncle, niece, nephew, cousin, parents-in-law, an employee shall be granted one (1) day off to attend the funeral.

In the event an employee desires more time, they may request vacation time with the approval of the Sheriff or their designee and county administrator.

Bereavement leave is leave with pay and not charged to any other leave benefit.

ARTICLE 26 - NON-DISCRIMINATION

Section 1.

The County and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin or age, or will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age, marital status, sexual orientation, political affiliation or disability.

Section 2.

The County and the Union agree that there will be no discrimination by the County or the Union against any employee because of any employee's lawful activity and/or support of the Union.

Section 3.

The use of male and 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.

Section 4.

The employees, the Union and the County agree to comply with the provisions of the Americans With Disabilities Act, as amended.

ARTICLE 27 - SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement or any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either County or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitations of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty- (60) days after receipt of the stated written notice either party shall be permitted all legal or economic recourses. In support of its demands notwithstanding any provisions of this Agreement to the contrary. If any part of the contract is deemed illegal or unenforceable, it does not affect any of the other parts.

ARTICLE 28 - MILEAGE ALLOTMENT

In the event an employee is required to use his or her vehicle for county business, said employee shall be paid the per mile rate as set by the Internal Revenue Service for the use of said vehicle.

ARTICLE 29 - LABOR/ MANAGEMENT COMMITTEE

The county and the union mutually agree that maintaining a dialogue on critical issues concerning the operations of the correctional facility will serve to improve the operations and safety of the facility and improve employee morale. To this end the county and union agree to hold union/management meetings as needed to address issues concerning the safe and efficient operation of the correctional facility. The union shall appoint three members to represent their membership. Representatives from the county's administration, sheriff's office and/or correctional facility administration shall attend. Other representatives may participate as needed. The meetings shall be preceded by an agenda of issues to be discussed.

ARTICLE 30 - STAFF MEETINGS

The County agrees that each division will hold shift meetings as needed. In the event said meetings are held during off work hours, affected employees shall be paid for attendance at said meetings with the prior approval of the Sheriff.

ARTICLE 31 - HEALTH AND SAFETY

- A. The Union recognizes the right of the County to establish reasonable rules and regulations for the safe, sanitary and efficient conduct of the County's business and reasonable penalties for the violation of such rules and regulations.
- B. Proper safety devices shall be provided by the County for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used as intended.
- C. If a member of the unit deems his vehicle or equipment to be unsafe, he shall notify his superior, in writing, who shall in turn arrange for, or conduct, an appropriate inspection and shall determine whether the vehicle or equipment is safe for use.
- D. Any employee involved in a job-related accident shall immediately report such accident, and any injury sustained, to his immediate supervisor. The supervisor will then report the accident/injury, in writing, up the supervisory chain. The injured employee will, when physically possible, report to the county's administrative office the next duty day to complete all required accident and/or health forms necessary.
- E. The County is responsible for providing adequate safety protection to the employees while performing duties on behalf of the County.
- F. Any claim concerning the safety of the employees or inmates shall be immediately brought to the attention of the on-duty supervisors and the administration prior to any investigation. Any delay in reporting a safety issue through the proper chain of command may result in discipline for dereliction of duty.

ARTICLE 32 - PROMOTIONS

Employees shall be afforded the opportunity for promotions within the bargaining unit. In order to be eligible to participate in the promotion process, unit employees should have completed three years of employment for Sergeants and two years for corporal as a certified corrections officer in the Kennebec County Correctional Facility. Promotions to higher ranks shall be based upon a combination of:

1. Seniority (At the Kennebec County Correctional Facility)
2. Performance Appraisal Review
3. Written test developed by ~~the training bureau~~ the Training Coordinator and approved by the Union.
4. Oral Board Review

The Employee's Supervisor will prepare a written performance appraisal on each employee every twelve (12) months in accordance with Kennebec County Correctional Facility's Standard Operational

Procedure on Performance Appraisals. Management will establish a promotion board to determine the best qualified candidate for promotion.

All candidates for promotion must have: 1) a satisfactory performance appraisal; (2) must successfully complete a written test. 3) successful completion of the Promotion Evaluation Board.

~~- Promotion to the rank of Sergeant will first be offered to those unit members holding the rank of Corporal. This requirement may be waived if there are no successful corporals who apply. The selection process for Sergeant would then be reopened to all unit personnel who have completed the Maine Criminal Justice Basic Training Program. If no "best qualified" candidate is found at this time, the Kennebec County Sheriff may promote an officer of his or her choice, or seek candidates outside the unit. In the event two candidates have equal scores the one with greater seniority shall prevail.~~

Vacant sergeant positions will first be offered to those holding the rank of sergeant by seniority as a lateral transfer. If no sergeants accept the lateral transfer, then the above described promotional process, minus the written exam, will be initiated for corporals interested in promotion to the rank of Sergeant. At the completion of that process, the Oral Board shall recommend the best qualified candidate for promotion to Sergeant to the Sheriff. Vacant corporal positions will be offered to those holding the rank of corporal by seniority as a lateral transfer. If no corporals accept the lateral transfer, the above described promotional process, to include the written exam, will be initiated for Correctional Officers interested in promotion to the rank of Corporal. At the completion of the promotional process, the Oral Board shall recommend the best qualified candidate for promotion to Corporal to the Sheriff. If there are not "best qualified" candidates recommended by the Oral Board, the Kennebec County Sheriff may promote an officer of their choice, or seek candidates outside the unit to fill the vacancy. In the event two candidates have equal scores the one with greater seniority shall prevail.

ARTICLE 33 - JOB DESCRIPTIONS

Section 1.

The County agrees to furnish the Union within sixty (60) days after the execution of this Agreement with the current job descriptions for each classification included in the bargaining unit; The County further agrees to submit any changes to the job descriptions and to discuss said changes with the Union before any changes are instituted. In the event the Union does not agree with the changes, the Union may file a grievance under Step 2 of the Grievance Procedure to resolve any differences.

Section 2.

Not all unit members are required to be corrections officers but will be required to perform the duties outlined in their job descriptions.

Section 3.

Employees shall notify the administration of their active and current phone number and immediately notify the administration of any changes.

ARTICLE 34 - PUBLIC LIABILITY INSURANCE

The County agrees to maintain public liability insurance for its full-time employees equal to or better than what is currently in effect.

ARTICLE 35 - AVAILABILITY OF AGREEMENT

The County shall furnish each present employee with a copy of the Collective Bargaining Agreement containing the terms and conditions of their employment. The County shall also furnish all new employees with a copy of the Collective Bargaining Agreement upon completion of their probationary period.

ARTICLE 36 - WORKWEEK

The Corrections employee shall work the following schedules:

All corrections personnel shall work a permanent shift of five (5) days on and two (2) days off. Pick of the shift to be determined by seniority. (See Seniority, Article 16.)

All workweeks and work schedules shall be in accordance with that which is listed above and will remain unchanged during the life of the contract except in exigent circumstances.

Employees now working a forty (40) hour workweek will remain on such a schedule while holding the position they have for the life of the contract.

Employees now working a 41.25-hour workweek will remain on such a schedule while holding the position they have for the life of the contract.

The county and the unit agree to keep open during the life of the contract the discussion of amending the workweek and upon mutual agreement may adopt a revised workweek schedule. The discussion of using another schedule offers both parties the opportunity to improve scheduling and working conditions. Employees volunteering for any special programs may work on a revised schedule.

Overtime

1. No employee shall be allowed to work more than two (2) consecutive eight (8) hour shifts at one (1) time.

2. No employee shall be forced to work more than forty-nine and on half (49.5) hours or six shifts except in a bonafide emergency, unless employee falls into conditions stipulated in step 6.
3. No employee may volunteer to work more than a total of 66 hours per week.
4. Any employee working in excess of their regularly scheduled workweek shall be compensated for such time worked at a rate of one and one half (1 1/2) times the employee's straight time base hourly rate of pay. No employee will be allowed to work back to back double shifts on any two (2) consecutive days.
5. All vacancies and overtime within the unit will be first offered to full-time regular employees in accordance with conditions in Step #1, and then to part-timers. Part-timers may be first offered overtime which arises from planned time off. Planned time off includes all leave except unplanned sick time. Planned sick leave or extended sick leave may be considered planned time off. No bargaining unit member below the rank of Corporal shall be mandated to work on either of their days off, meaning days off start with last and first hour of the scheduled work week. Members below the rank of corporal may be mandated on days off. If mandated for days off, they will receive pay at two times their base rate for hours worked.
6. Employees will not be called in while on vacation unless an emergency exists. Employees may not be "forced in" while on vacation leave. In the case of an emergency and an employee is "forced in" the vacation time will be counted as hours worked for determination of overtime compensation. Any "force ins" while on vacation must be approved by the Correctional Facility Correctional Facility Administrator. The county will recruit to fill budgeted full-time positions when openings exist.
7. Posted overtime may be split between two (2) employees with no bumping rights after the schedule has been signed off. If either employee fails to fill their obligation the other employee is responsible to work the entire shift. In the event an employee splits a shift and has less than the maximum hours they may be ordered in for another full shift.
8. The County and the Union agree to periodically review the "order in" procedures based on needs of the facility and the effectiveness of the attendance control policy.
9. ~~Overtime is first offered to full time employees in accordance with overtime rules unless it is planned overtime. If the Correctional Facility Administrator or designee is unable to get a replacement to fill the overtime, then the employee next on the rotational list shall be ordered to fill the shift. On January 1 of each year the order in list will start with the least senior member. The next order in will be the next least senior member with subsequent order ins moving up the list until the top of the list is reached. When that occurs, we move back to the least senior member and repeat the rotation. Examples of planned overtime shall include, but not be limited to vacations, special programs and scheduled leave of absence.~~
9. Overtime is first offered to full-time employees in accordance with overtime rules unless it is planned overtime. If the Correctional Facility Administrator or designee is unable to get a replacement to fill the overtime, then the employee with the least amount of scheduled shifts, or if all equal, the least

amount of seniority for that week will be ordered in to fill the shift. Work weeks will run from Monday to Sunday.

10. If as a result of an illness or injury an employee cannot work more than 41.25 hours per week, overtime shall be excused for a period of up to six (6) months. The accommodation may be extended by another six (6) months if the employee provides the employer with a licensed physician's note.

11. Overtime for Supervisors

~~Supervisors may not sign up for a non-supervisory post if there is an open shift for a supervisor during that workweek.~~ Supervisors may not sign up for a non-supervisory post if there is an open shift for a supervisor during that workweek. If a supervisor works a non-supervisory post, it does not exclude them from being ordered in to fill a supervisory shift later in the week as long as it does not violate paragraphs 1, 3, 4 or 9 above

12. Acting Corporal

If a line officer acts as a corporal, in the absence of an ~~on-duty~~on-duty supervisor, they will receive the corporal's pay.

ARTICLE 37 - HEALTH INSURANCE

The county may offer multiple health plans through its current carrier to its employees or an equivalent coverage. The County will contribute the cost of the POS A towards the cost of another plan that includes family coverage. If the cost of another plan is less than the current POS A contribution by the county, this will not create a cash benefit for the employee. Should the County wish to change health insurance carriers it shall notify the Union at least three months in advance of the proposed change of its desire to do so. Prior to any change being made the Union must have an opportunity to review the proposed coverage to determine its equivalency. Equivalency shall include consideration of the managed care network and the availability of an indemnity plan to employees inclined toward such coverage. Prior to the implementation of any new plan, the parties must have agreed to proceed in writing. If the parties are unable to agree the matter will be referred to arbitration under the arbitration provisions set forth in the Grievance Article. It shall be the responsibility of the arbitrators to determine whether or not the proposed plan is substantially equivalent to the existing plan.

If an employee has individual health care coverage through the County and wishes to add dependent or domestic partner, as defined by the plan, coverage, the County will pay on a formula of 20% dependent coverage to begin after the employee's anniversary date to a maximum of 70 %after completion of the tenth (10) year. After completion of the first year, 20%; second year, 10%; third year,10%; fourth year, 10%; fifth year, 10%; and tenth year, 10% for a total of 70%.

Health insurance will be effective the first day of the calendar month that begins after the end of the 60-day wait period. If employee chooses to wait beyond said period, the employee must wait until the annual review date of the County to join. After twenty (20) years of service, for employees who retire,

the County will pay the full cost of individual coverage up to eighteen (18) months. Thereafter, the employee may participate in the group rate plan with the employee paying 100% of the cost.

Employees should read their policy contract carefully to become familiar with the existing benefits, conditions, restrictions and exclusions of the agreement.

In the event an employee wishes to not have health insurance through the County, the County will pay 50% of what the employee was receiving for individual health insurance benefits as of the point in time the employee elected to go off the County's health insurance package. Said employee must provide the County with proof that said employee has health insurance available.

The County will offer to employees Section 125 of the Internal Revenue Code, premiums only, on all eligible insurance.

The County will make available traditional P.O.S. and traditional plan. Premium payments made by the County will be based on P.O. S. costs.

Dental Plan

Plan A of the Maine Municipal Employees Health Trust Dental Benefits will go into effect when 65% (Sixty-five percent) or more of the members agree to participate at the following levels:

Years of service	County Portion
After 6 months	20%
After 1 year	30%
After 2 years	40%
After 3 years	50%
After 5 years	60%

The County agrees to payroll deductions for the employee's contribution to the dental plan and to forward it to the Maine Municipal Association.

ARTICLE 38 - EMPLOYEE BENEFITS

Retirement

Retirement benefits are provided by the County through the following programs:

1. Maine Public Employees Retirement System (MainePERS)
2. ~~VOYA Retirement System~~
3. ~~MASS MUTUAL Retirement System~~
4. ICMA 401(a)

The employee's share for retirement benefits is 6.5%. This is automatically deducted from his or her paycheck during each payroll period. The county match for employees enrolling in a 457 or 401 plan

after July 1, 2014 will receive an employer match equal to the match for MainePers. Participation in a retirement system is voluntary for all full-time employees. The benefits provided will be as established by the plan chosen by the employee, depending on the individual's choice of retirement plan.

Employees who choose not to sign up for a retirement plan in September will have to wait until the following September to sign up. MainePERS will only be available to all full-time employees on their hire date.

Vesting in retirement plans offered by the County shall occur according to the terms of each plan. Effective January 1, 2008 all new employees enrolled in a plan including MainePERS, shall have a 5-year vesting period.

~~Employees electing to enroll in a 457 plan will, upon vesting, contribute the employees FICA contribution for the employer's contribution during the vesting period.~~

The County shall make its share of the retirement contribution based on the number of hours worked but not to exceed fifty- seven and three quarters (57 3/4) hours in the year 2003, forty nine and one half (49 1/2) hours in the year 2004, forty one and one quarter (41 1/4) beginning January 1, 2005 and all years following.

Income Protection

The County will provide an income protection plan through the MMA at a level of 70% of wages on a forty (40) hour basis. If the County is able to find an income protection plan at the same benefit levels that features a 30-day waiting period, the Unit agrees to convert to such plan within thirty days of notice.

Social Security

Social Security (FICA) is provided by the County to all employees. The cost will be shared jointly by the employee and the County. Employee deductions will be made in each payroll period in accordance with the law. Benefits shall be established by federal legislation.

Workers' Compensation

Workers' Compensation insurance is provided by the County, the costs of which are paid by the County. Benefits shall be established by State legislation.

During the prescribed waiting period for Workers' Compensation, an employee may request and receive sick leave pay. After receipt of Workers' Compensation claims, an employee will reimburse the money equal to every hour of sick leave taken. If the complaint is denied, the employee's use of sick leave will be charged to accumulated sick leave.

ARTICLE 39 - HOLIDAYS

The following holidays are observed by the County:

- | | |
|------------------------|---|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day <u>Indigenous Peoples Day</u> |
| President's Day | Veterans Day |
| Patriot's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving Day |
| Independence Day | Christmas Day |

Additionally, any day the Governor, President, or County Commissioners declare as a holiday. When any one of the above holidays falls on a Sunday, the Monday following shall be observed as a holiday. When any one of the above holidays falls on a Saturday, the preceding Friday shall be observed as a holiday. The Friday following Thanksgiving shall be observed as a holiday.

The County Commissioners may designate any other day as a holiday and all employees may be excused from all duty not required.

Employees who are required to work on a designated holiday shall have the option of receiving an additional day's pay ~~or of taking a holiday,~~ or saving the day as an extra vacation day to be used within one year with the approval of the Correctional Facility Administrator.

ARTICLE 40 - VACATIONS

Full-time regular employees shall earn paid vacation time, upon successful completion of probation, based upon continuous service in accordance with the following schedule:

After the completion of six (6) months of service – Five (5) days

Completion of one (1) year through five (5) years of service – Ten (10) days

Completion of ~~six (6)~~ five (5) years through ten (10) years of service – Fifteen (15) days

Completion of ~~eleven (11)~~ ten (10) years of service – One (1) additional day per year capping at ~~Twent~~ Twenty-five (25) days

All accrued vacation time will be paid to an employee upon separation of employment.

After completion of five years an employee may elect to carry over five days of vacation for a period of one year.

Two-line staff may be on vacation on the same day per shift if operationally feasible. If an additional officer is requesting time off, but two staff are already granted vacation this can be reviewed for administration approval.

Only one shift supervisor per shift may be on vacation at a time. When a shift supervisor takes a vacation day or days in conjunction with scheduled days off, said scheduled days off shall be considered vacation; therefore, another supervisor on the same shift shall not be granted a vacation day during that time.

All vacation leave shall be counted as hours actually worked.

ARTICLE 41 – SICK LEAVE

County employees shall be entitled to paid leave for personal illness, medical appointments or illness in the employee's immediate family. Sick leave shall be earned at the rate of ~~one half (1/2)~~ one (1) day per month from six months ~~through the end of year three (3) and one (1) day per month from the end of year three (3)~~ on. Employees must accumulate twenty-five (25) days of sick leave prior to becoming eligible to cash sick leave upon separation.

Once an employee has accumulated the thirty (25) days (sick leave bank), any excess sick leave will be cashed in at 100% straight time in the ~~second~~ first pay period in December. The sick leave bank will be cashed in at 100% straight time upon separation in good standing. Good standing is defined as not being terminated and fulfilling a two-week notice.

There will be no paid sick leave authorized during a two (2) week notice of resignation without a written doctor's certification of a contagious or debilitating illness.

Employees, Union and County agree to comply with the provisions of the Family Medical Leave Act, as amended.

Discharged or terminated employees shall not be eligible to receive payment for any accumulated sick leave (Article 7 section 3).

ARTICLE 42 - PERSONAL EFFECTS ALLOWANCE

Employees shall be reimbursed for the replacement cost of personal effects required in the performance of assigned duties that are damaged or destroyed during, or as a direct result of, the performance of duty; provided that such damage or destruction and satisfactory evidence therefore shall be reported, in writing, within forty-eight (48) hours of actual knowledge thereof and provided that the damage or destruction is not covered by personal insurance. It shall not include jewelry, rings or items not considered necessary for the proper functioning of the employee's performance of their duties. Personal

effects will be reimbursed up to four hundred dollars (\$400) per year per each individual employee. Items must be approved by the Correctional Facility Administrator.

ARTICLE 43 - MILITARY LEAVE

Full-time employees who are members in good standing of the uniformed services will be granted a leave of absence, vacation pay or leave without pay when lawfully ordered to active duty for training. Applicable employees will receive their normal military pay when ordered to training. Employees undergoing two-week annual active duty training shall accrue sick and annual leave time and seniority during such periods of training. Monthly guard/reserve training requirements will be handled on a case-by-case basis, in accordance with applicable law. The county will follow the Uniform Services Employment and Reemployment Rights Act.

ARTICLE 44 - UNIFORMS

Kennebec County will provide ~~one (1)~~ two (2) basic training uniforms, to all full-time Corrections Officers upon being hired. Upon successful completion of the Basic Corrections Officer's Academy, (and for the graduation ceremony), each Corrections Officer will be issued three (3) basic uniforms. ~~First~~ issuance shall be seasonally appropriate, to all full-time Corrections Officers who have completed six (6) months service. The basic uniform issue to each Corrections Officer consists of the following:

The training uniform that is to be worn prior to, and during training at the Basic C.O. Academy consists of the following:

Two (2) "polo" type shirts. Long and/or short sleeve, (Officers Choice)

Two (2) pair of pants

One (1) pair of training footwear (black in color)

One (1) dress belt

One (1) duty belt

One (1) jacket with liner (during winter)

The basic Corrections Officer uniform to be issued for Academy Graduation and Full Time Duty after graduation shall consist of:

Three (3) shirts, with required name and agency patches attached. Long and/or short sleeve. (officers Choice).

Three (3) pair of pants

One (1) pair of regular duty boots, (black in color)

One (1) jacket with liner. (unless already issued with training uniform)

~~two (2) long-sleeved shirts (seasonal)~~

~~two (2) short-sleeved shirts (seasonal)~~

~~two (2) pair of slacks
one (1) clip-on tie
one (1) belt
one (1) jacket with liner
one (1) pair of footwear
one (1) silver nametag
one (1) tie clip all required patches~~

Corrections Officers will receive their uniforms through the quartermaster.~~an additional uniform after completion of the first and second year of service.~~

~~Corrections Officers will receive a purchase authorization for uniform items from the County and proceed to the selected vendor.~~ All Corrections uniform items, except for boots and nametags, are County property and will be returned promptly to the County by the individual upon his/her termination of employment. Kennebec County may withhold any benefits or unpaid salary until said uniforms or other issued property are returned.

The County will replace uniform items that are damaged or ruined because of duty-related ~~abuse use~~, or are unfit for wear due to normal wear and tear, or on an as-needed basis. Correctional Officers will present damaged or worn out items to the County for replacement.

Corrections Officers will not wear any part of the issued uniform at any time other than on duty, or while traveling to and from duty. Corrections Officers will maintain and properly care for all County purchased property at all times.

ARTICLE 45 – WAGES

See Appendix A

In Amendment A: This contract shall be governed by Year 1 (FY ~~2018~~2021), Year 2 (FY ~~2019~~2022) and Year 3 (FY ~~2020~~2023). Effective July 1, 2020, all staff will move into the FY21 payscale for their completed years of service, and will receive retroactive pay back to the date of July 1, 2020. Staff will move into their appropriate Step on the FY21 pay scale on their anniversary date. Raises in FY 22 and FY 23 will take place on the employee's anniversary date.

After increasing wages by 2.5% Effective July 1, 2020, all supervisors (Corporals and Sergeants) wages shall be increased by \$1.00 per hour.

Effective July 1, 2020, officers acting as Field Training Officers shall be paid a stipend of \$.050 per hour while performing the duties of a Field Training Officer (FTO).

50 cents for an Associates of Science in Criminal Justice, Public Administration, Business Administration, Sociology or Psychology (Applied Sciences) and Associate of the Arts from an accredited college or university.

or

70 cents for Bachelor of Science in Criminal Justice, Public Administration, Business Administration, Sociology or Psychology (Applied Sciences) from an accredited college or university.

Copies of completed degrees and transcripts must be provided to the County before payment will be made under this section.

Employees currently receiving the 4% or 6% educational stipend shall continue to receive that stipend for the duration of the contract. New employees, hired after January 1, 2008 shall receive the stipend as a fixed amount as stated above.

Employees receiving an educational stipend will receive the total amount due on their base pay in the first pay period in December for the twelve-month period beginning January 1 and ending December 31.

ARTICLE 46 - USE OF COUNTY PROPERTY OR FUNDS

No county property or funds may be used for anything other than official county business, unless specifically authorized by the County Commissioners.

ARTICLE 47 - TRAINING REQUIREMENT

The County will pay employees the applicable rate for attendance at all training sessions mandated by the Correctional Facility Correctional Facility Administrator. The County will also make available sufficient in-service training classes for employees to maintain certification requirements.

The County will pay 50% reimbursement if an employee attains a grade of C or better for tuition and books toward a B.A. or B.S. after said employee has completed two years of study or has attained an Associate's Degree in an appropriate field. This benefit shall be limited to two courses per semester. Management recognizes the importance of training and will make every reasonable effort to make training available to its employees.

WEINGARTEN RIGHTS – APPENDIX B

The right of employees to have union representation at investigatory interviews was announced by the U. S. Supreme Court in a 1975 case (NLRB vs. Weingarten, Inc. 420 U.S. 251, 88 LRRM 2689). These rights have become known as the *Weingarten* rights. Employees have *Weingarten* rights only during disciplinary investigatory interviews. An investigatory interview occurs when a supervisor questions an employee to obtain information, which could be used as a basis for discipline or asks an employee to defend -their conduct.

If an employee reasonably believes the interview may result in disciplinary action, the employee has the right to request union representation. Management is not required to inform the employee of -their *Weingarten* rights; it is the employee's responsibility to know and request.

When the employee makes the request for a union representative to be present management has three options:

- (1) it can stop questioning until the representative arrives, (within a reasonable period of time).
- (2) it can call off the interview or,
- (3) it can tell the employee that it will call off the interview unless the employee voluntarily gives up - their rights to a union representative.

The Supreme Court has also ruled that during an investigatory interview management must inform the union representative of the subject of the investigation. The representative must also be allowed to speak privately with the employee before or during the interview. During the questioning, the representative can interrupt to clarify a question or to object to confusing or intimidating tactics.

While the interview is in progress the representative cannot tell the employee what to say, but may advise the employee on how to answer a question. At the end of the interview the union representative can add information to support the employee's case.

The representative cannot prevent the employer from asking relevant questions or prevent the employee from answering them. The representative is entitled to ask the relevance of a particular question and have that relevance explained by the person conducting the investigation interview.

ARTICLE 48 - DURATION OF THE AGREEMENT

This agreement shall remain in full force and effect from July 1st, and shall remain in full force and effect from July 1, 2020 until June 30, 2023. The contract shall automatically be renewed for succeeding one (1) year periods unless either party shall notify the other to renegotiate at least sixty (60) days prior to June 30, 2023 if wages, rights of pay, or other matters requiring appropriations of money by the County are to be negotiated.

IN WITNESS WHEREOF, the parties have set their hands and seals this 17th day of November, 2020.

FOR THE COUNTY OF KENNEBEC

Patsy Crockett
Patsy Crockett Chair, Board of Commissioners

Date: 11-19-2020

FOR THE UNION
NATIONAL CORRECTIONAL EMPLOYEES UNION LOCAL 124

William Doyle
Labor Representative for NCEU, Local 124

Date: _____

Cody Brown
Cody Brown
President, Local 124

Date: 11-20-2020

Shelly Willey
Shelly Willey, Treasurer, Local 124

Date: 11-24-2020

Jan E. P.
Member, Local 124

Date: 11-24-2020

Juan E. Rood
Member, Local 124

Date: 11/24/2020

Al S.
Member, Local 124

Date: 11/24/20

Member, Local 124

Date: _____

ARTICLE 45 APPENDIX A

WAGE SCALE FOR CONTRACT YEARS

Corrections Officers

Employees move into the step based on the number of completed years of work.
Employees will move into the appropriate position on their anniversary date.

Step	yrs	<u>2021</u>	Longevity	<u>2022</u>	Longevity	<u>2023</u>	Longevity
		YR 1	2%	YR 2	2%	YR 3	2%
		2.5%		2.5%		2.5%	
E	0	\$15.85		\$16.25		\$16.65	
	1	\$16.16		\$16.56		\$16.98	
	2	\$16.49		\$16.90		\$17.32	
	3	\$16.81		\$17.23		\$17.66	
	4	\$17.15		\$17.58		\$18.02	
	5	\$17.49		\$17.93		\$18.38	
	6	\$17.84		\$18.29		\$18.74	
	7	\$18.20		\$18.66		\$19.12	
	8	\$19.01		\$19.49		\$19.97	
	9	\$19.55		\$20.04		\$20.54	
	10	\$20.22		\$20.73		\$21.24	
	11	\$20.83		\$21.35		\$21.88	
	12	\$22.63	\$23.08	\$23.20	\$23.66	\$23.78	\$24.25
	13	\$23.24	\$23.70	\$23.82	\$24.30	\$24.42	\$24.90

WAGE SCALE FOR CONTRACT YEARS

Corporals

Employees move into the step based on the number of completed years of work.
 Employees will move into the appropriate position on their anniversary date.

Step	yrs	<u>2021</u> YR 1 2.5%	Longevity 2%	<u>2022</u> YR 2 2.5%	Longevity 2%	<u>2023</u> YR 3 2.5%	Longevity 2%
E	0	\$18.73		\$19.20		\$19.68	
1	1	\$18.91		\$19.38		\$19.87	
2	2	\$19.21		\$19.69		\$20.18	
3	3	\$19.82		\$20.32		\$20.82	
4	4	\$20.34		\$20.85		\$21.37	
5	5	\$20.85		\$21.37		\$21.91	
6	6	\$21.36		\$21.89		\$22.44	
7	8	\$21.76		\$22.30		\$22.86	
8	10	\$22.89		\$23.46		\$24.05	
9	12	\$23.39		\$23.97		\$24.57	
10	15	\$23.74		\$24.33		\$24.94	
11	18	\$23.91		\$24.51		\$25.12	
12	21	\$24.53	\$25.02	\$25.14	\$25.65	\$25.77	\$26.29
13	25	\$25.04	\$25.54	\$25.67	\$26.18	\$26.31	\$26.83

WAGE SCALE FOR CONTRACT YEARS

Sergeants

Employees move into the step based on the number of completed years of work.

Employees will move into the appropriate position on their anniversary date.

Step	yrs	<u>2021</u> YR 1	Longevity 2%	<u>2022</u> YR 2	Longevity 2%	<u>2023</u> YR 3	Longevity 2%
				2.5%		2.5%	
E	0	\$18.95		\$19.42		\$19.91	
	1	\$19.47		\$19.96		\$20.46	
	2	\$20.09		\$20.59		\$21.11	
	3	\$20.40		\$20.91		\$21.43	
	4	\$20.92		\$21.44		\$21.98	
	5	\$21.44		\$21.98		\$22.53	
	6	\$21.94		\$22.49		\$23.05	
	7	\$22.46		\$23.02		\$23.60	
	8	\$23.50		\$24.09		\$24.69	
	9	\$24.02		\$24.62		\$25.24	
	10	\$24.37		\$24.98		\$25.60	
	11	\$24.54		\$25.15		\$25.78	
	12	\$25.16	\$ 25.66	\$25.79	\$ 26.18	\$26.43	\$ 26.96
	13	\$25.69	\$ 26.20	\$26.33	\$ 26.73	\$26.99	\$ 27.53

WAGE SCALE FOR CONTRACT YEARS

Maintenance Supervisor

Employees move into the step based on the number of completed years of work.

Employees will move into the appropriate position on their anniversary date.

Step	yrs	<u>2021</u>	<u>Longevity</u>	<u>2022</u>	<u>Longevity</u>	<u>2023</u>	<u>Longevity</u>
		YR 1	2%	YR 2	2%	YR 3	2%
		2.5%		2.5%		2.5%	
E	0	\$19.21		\$19.69		\$20.18	
1	1	\$19.80		\$20.30		\$20.80	
2	2	\$20.41		\$20.92		\$21.44	
3	3	\$21.03		\$21.56		\$22.09	
4	4	\$21.33		\$21.86		\$22.41	
5	5	\$21.64		\$22.18		\$22.74	
6	6	\$21.94		\$22.49		\$23.05	
7	8	\$22.23		\$22.79		\$23.36	
8	10	\$22.54		\$23.10		\$23.68	
9	12	\$22.86		\$23.43		\$24.02	
10	15	\$23.15		\$23.73		\$24.32	
11	18	\$23.77		\$24.36		\$24.97	
12	21	\$23.74	\$24.21	\$24.33	\$24.82	\$24.94	\$25.44
13	25	\$24.07	\$24.55	\$24.67	\$25.17	\$25.29	\$25.79

WAGE SCALE FOR CONTRACT YEARS

Maintenance Technicians (3)

Employees move into the step based on the number of completed years of work.

Employees will move into the appropriate position on their anniversary date.

		<u>2021</u>	Longevity	<u>2022</u>	Longevity	<u>2023</u>	Longevity
		YR 1	2%	YR 2	2%	YR 3	2%
		2.5%		2.5%		2.5%	
E	0	\$16.81		\$17.23		\$17.66	
	1	\$17.07		\$17.50		\$17.93	
	2	\$17.47		\$17.91		\$18.35	
	3	\$17.73		\$18.17		\$18.63	
	4	\$18.46		\$18.92		\$19.39	
	5	\$18.92		\$19.39		\$19.88	
	6	\$19.96		\$20.46		\$20.97	
	7	\$20.11		\$20.61		\$21.13	
	8	\$20.66		\$21.18		\$21.71	
	9	\$21.25		\$21.78		\$22.33	
10	15	\$21.82		\$22.37		\$22.92	
11	18	\$22.39		\$22.95		\$23.52	
12	21	\$22.98	\$23.44	\$23.55	\$24.03	\$24.14	\$24.63
13	25	\$23.57	\$24.04	\$24.16	\$24.64	\$24.76	\$25.26

WAGE SCALE FOR CONTRACT YEARS

Staff Sergeant

Employees move into the step based on the number of completed years of work.
 Employees will move into the appropriate position on their anniversary date.

Step	yrs	<u>2021</u> YR 1	Longevity 2%	<u>2022</u> YR 2	Longevity 2%	<u>2023</u> YR 3	Longevity 2%
E	0	\$20.34		\$20.85		\$21.37	
1	1	\$20.85		\$21.37		\$21.91	
2	2	\$21.48		\$22.02		\$22.57	
3	3	\$21.78		\$22.32		\$22.88	
4	4	\$22.31		\$22.87		\$23.44	
5	5	\$22.82		\$23.39		\$23.98	
6	6	\$23.33		\$23.91		\$24.51	
7	8	\$23.86		\$24.46		\$25.07	
8	10	\$24.89		\$25.51		\$26.15	
9	12	\$25.41		\$26.05		\$26.70	
10	15	\$25.75		\$26.39		\$27.05	
11	18	\$25.93		\$26.58		\$27.24	
12	21	\$26.56	\$27.09	\$27.22	\$27.63	\$27.90	\$28.46
13	25	\$27.08	\$27.62	\$27.76	\$28.17	\$28.45	\$29.02