2015 - 2017

A G R E E M E N T

Between

The State of Maine

and

American Federation of State, County, and Municipal Employees

INSTITUTIONAL SERVICES UNIT

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PREAMBLE

WHEREAS, the Executive Branch of the State of Maine (hereinafter referred to as "State" or "employer") and Council #93, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union") desire to establish a constructive, cooperative and harmonious relationship; to set forth the entire Agreement in relation to salaries, wages, hours of work and other terms and conditions of employment; to promote effective service towards the accomplishment of the mission of the agency; and to establish an equitable and peaceful procedure for the resolution of differences;

THEREFORE, this Agreement by and between the parties is entered into on July 7, 2015.

ARTICLE 1
Recognition

Pursuant to the Maine Labor Relations Board certification dated May 2, 1977, the State recognizes Council #93, American Federation of State, County and Municipal Employees, AFL-CIO, as the sole and exclusive bargaining representative for negotiations with respect to wages, hours of work and other conditions of employment for employees as defined in Section 979-A(6) of the State Employees Labor Relations Act (as revised and effective July 30, 1976), who were included in the certification and have worked a continuous period of six (6) months or more and are other than project, intermittent or temporary employees, and including those employees found to be covered pursuant to 91-UCA-02. In the event of any dispute over a particular application of that decision either party may file a unit clarification petition with the Board. Both parties agree to expedite the processing of such petitions to the extent possible.

Part-time employees will be covered by the provisions of this Agreement, except those relating to benefits, upon the completion of one thousand forty (1,040) regularly scheduled hours of work. For the purpose of being eligible to participate on a prorated basis in the benefits provided in this Agreement, a part-time employee must have completed six (6) months of continuous service.

In the event of a dispute between the parties as to future inclusions or exclusions from the unit, either party to this Agreement

may apply to the Maine Labor Relations Board for resolution of the dispute. Any new inclusions resolved either between the parties by mutual agreement or ordered by the Maine Labor Relations Board shall be made effective as of the date such agreement is made or on the date such matter is submitted to the Board for a determination.

Temporary and on-call employees excluded by law from the bargaining unit include project employees, persons from outside State service who are in acting capacity assignments, and intermittent employees. Project employees are employees appointed to a project position which is restricted to a planned work program to be completed within a specified period of time and which is not regularly recurring. Intermittent employees are employees who are appointed for a period of time on a sporadic basis and who work not more than one thousand forty (1,040) hours in any consecutive twelve (12) month period beginning with the date of hire or anniversary of date of hire.

An employee designated as intermittent who works in excess of the limits set out above, and who works more than one thousand forty (1,040) regularly scheduled hours during the period since appointment as an intermittent employee, without a break in service due to resignation or dismissal, shall be covered by the terms of this Agreement. The sporadic periods such an employee is not in pay status because of the sporadic nature of the position shall not be considered to be a break in service. Where a legislative position count permits, such employees shall be placed in a permanent or limited period full time or part-time position as appropriate provided that he/she is eligible for appointment. If necessary, the employee may reopen the appropriate register to establish eligibility.

Nothing in this Article shall be interpreted as removing any rights or benefits of temporary, intermittent or project employees provided under Title 5 M.R.S.A., §553(A) and §559, Public Law 667, 1978, or any other provision of law or rules.

ARTICLE 2
Access to Employees

Except as specifically provided for in the Grievance Procedure Article, access to employees by AFSCME representatives for any purpose, including, but not limited to solicitation and distribution of Union literature, shall be limited to employees' non-work time and to

non-work areas. AFSCME representatives shall obtain prior approval from affected institutional representatives for such purposes.

In no event may such activities:

(a) interfere with the performance of employees' duties; and

(b) violate the agency's security regulations and policies.

However, duly authorized representatives of the Union shall be permitted access into non-work areas for the purpose of transacting business within the scope of representation.

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

The duly authorized representative will, in all cases of access, notify the person in charge of the facility, or his/her designee, of his/her presence. Access shall not unreasonably be denied, and if denied, the reason(s) for denial must be stated in writing.

Off-duty State employees who are on vacation or leave of absence will be governed by the provisions of this Article.

ARTICLE 3
AFSCME Membership Packets and Bargaining Agreements

The employer shall provide each new employee in a job classification covered by this Agreement with a copy of this Agreement and an AFSCME furnished membership packet within twenty-one (21) calendar days after the employee has started to work.

The Union shall be responsible for delivering such packets to the point of distribution. Such material shall conform to the standards contained in the Bulletin Boards Article.

The State shall notify Council #93 of the name, classification, employee and agency and work location for each newly-hired employee within forty-five (45) days of the date of employment. The State will identify those employees who are seasonal. The State shall also notify AFSCME of the same information as to each employee coming under coverage of this Agreement due to promotions, demotions, reclassifications, transfers and other changes of status, and those employees who have terminated their employment with

the State service, within thirty (30) days of their termination or such change.

AFSCME shall indemnify and hold the State harmless against any and all claims, suits, orders or judgments brought or issued against the State as a result of negligence in actions taken or not taken by the State under the provisions of this article.

ARTICLE 4
Bereavement Leave

Each full-time employee covered by this Agreement shall be allowed up to forty (40) hours of leave with full pay, for absences resulting from the death of a spouse or significant other, or the death of a child, stepchild, grandchild, parent or stepparent of either the employee or the employee's spouse or significant other, and up to twenty-four (24) hours of leave with full pay for absences resulting from the death of other members of the employee's immediate family, as defined below. Part-time employees shall receive paid leave on a pro-rated basis. Employees who are regularly scheduled to work in excess of forty (40) hours per week will receive paid leave equal to the numbers of hours of the extended workweek schedule.

"Other members of the immediate family" shall mean the guardian, brothers, stepbrothers, sisters, stepsisters, wards, and grandparents of the employee.

"Significant other" means that a relationship exists between two people, neither of whom is married, that is intended to remain indefinitely and where there is joint responsibility for each other's common welfare, there are significant shared financial obligations, and there is a shared primary residence. This relationship must have existed for at least six (6) continuous months before benefits under this Article may be provided.

40 hours of leave for the death of the following relatives:

Relatives of the employee	Relatives of the spouse or significant other
Spouse	Child
Significant Other	Stepchild
Child	Grandchild
Stepchild	Parent
Grandchild	Stepparent
Parent	
Stepparent	

24 hours of leave for the death of the following relatives:

Relatives of the employee
Guardian
Brother
Sister
Stepbrother
Stepsister
Ward
Grandparent

ARTICLE 5
Bulletin Boards

The State agrees to allow the Union to use a reasonable amount of space on bulletin boards presently maintained in areas which will be designated to the Union.

The Union agrees that such bulletin board space shall be used only for notices of Union meetings, Union elections and recreational or social affairs.

The Union agrees that all such notices shall be signed by a responsible executive officer of the Union, and copies of any materials to be posted shall be provided to the applicable institutional head, or his/her designee, for approval, in advance of the posting. No such notices shall be posted anywhere other than on the aforementioned bulletin boards.

The Union agrees it shall be solely responsible for posting in terms of accuracy and ethical standards, and that it shall not cause to be posted any material which may be profane or derogatory to any individual, the State or any State official.

Any material which the State alleges to be in violation of this Agreement will be brought to the attention of the Union and shall be immediately removed by the Union.

ARTICLE 6
Call In Pay

Any employee who is eligible for overtime who is called out to work outside of and not continuous with his/her regular hours will be paid a minimum of four (4) hours of the employee's regular rate of pay or hours actually worked at the appropriate rate, whichever is greater. This section shall not apply to an employee who is called in

four (4) hours or less prior to the start of his/her workday or shift and who continues to work that day or shift, or to an employee held over at the end of their regular workday.

ARTICLE 7
Child Care

A. Full-time employees employed as of March 1 who meet all of the following criteria shall be eligible for a lump sum payment each year. Eligible employees may apply for this payment between March 1 and April 15 of each year. Payment shall be made within thirty (30) days of receipt of the completed application. Any application received after April 15 will be considered on a case by case basis and shall not be arbitrarily rejected.

1. Employed full-time during the entire previous calendar year;

2. Full-time State employees employed for more than six (6) months but less than twelve (12) months of the previous calendar year are eligible for this program on a prorated basis;

3. Part-time and seasonal employees covered by this Agreement who have completed one thousand forty (1,040) hours of regularly scheduled work in any calendar year in which they qualify on a prorated basis; and

4. Had a minimum of five hundred dollars ($500.00) employment-related child care expenses for the previous calendar year.

B. Employees must submit a copy of their Form 1040 and a copy of their receipt for child care expenses for the previous calendar year to be eligible for reimbursement.

C. Employees with wages, tips and other compensation (from W-2s) and an adjusted gross family income of less than $28,560 for the previous calendar year shall be eligible for reimbursement not to exceed one thousand three hundred dollars ($1,300.00). Employees with wages, tips and other compensation (from W-2s) and an adjusted gross family income of less than $33,660 but more than $28,560 for the previous calendar year shall be eligible for reimbursement not to exceed one thousand dollars ($1,000.00). Employees with wages, tips and other compensation (from W-2s) and an adjusted gross family income of less than $38,760 but more than $33,660 for the previous calendar year shall be eligible for reimbursement not to exceed seven hundred dollars ($700.00). In

families with both parents working for the State, only one parent may apply for the Child Care Reimbursement.

ARTICLE 8
Classifications/Reclassifications
Allocations/Reallocations

Definitions. For the purpose of this Agreement, the following terms are defined as follows:

A. Classification and Reclassification:

Classification and reclassification are the assignment or reassignment, respectively, of a position or group of positions to an occupational classification which is appropriate for compensation and employment purposes.

B. Allocation and Reallocation:

Allocation and reallocation are the assignment or reassignment, respectively, of a classification to the appropriate grade in a compensation plan.

1. AFSCME may appeal to binding arbitration a determination of the Director of Bureau of Human Resources on the classification, reclassification, allocation or reallocation of a position or classification. AFSCME shall be afforded a copy of both the appeal decision and request form upon issuance of the Director of the Bureau of Human Resources. Such appeal shall be made within fifteen (15) workdays of the Director's determination. The parties shall agree to a permanent Arbitrator and alternate. Both shall be experienced arbitrators in job evaluation disputes. If the parties cannot agree on the Arbitrator and alternate, they shall seek the assistance of the American Arbitration Association. The parties shall share equally the costs and expenses of the Arbitrator and alternate and each party shall bear the cost of preparing and presenting its own case. The State will notify the Union of any decisions reached concerning any requests for a reclassification and/or reallocation at the same time the agency is notified.

2. The Arbitrator or alternate shall not assign any existing classification to a new salary grade unless there has been a

significant change in duties, except as provided below. The Arbitrator's or alternate's decision shall be binding on:

a. The combination or merging of classifications and the allocation of the resulting new classifications to pay grades;

b. Reclassification or pay grade allocation of positions the duties of which have changed since their last classification or allocation;

c. Reclassification or pay grade reallocation of positions whose duties change hereafter;

d. Assignment to classification or the establishment of new classifications for new positions; and

e. Establishment of separate classifications and pay grade allocations for positions within the same classification on the basis of significant differences in duties.

3. Any reclassification or reallocation decision of the Director of Bureau of Human Resources or the Arbitrator or alternate shall be effective as of the date of the written initiation of the classification or reallocation request by the employee, AFSCME or State and shall be implemented retroactively when funds are provided pursuant to budgetary procedures.

4. No employee shall be reduced in salary as a result of reclassification or reallocation.

5. The State shall pay the employee reclassified or reallocated interest equal to one twelfth (1/12) of the Consumer Price Index (CPI) per month on all moneys due as a result of the reclassification or reallocation from the date of the final decision until payment. For the purposes of this section, the Consumer Price Index (CPI) to be used for each month in a calendar year shall be the Consumer Price Index (CPI) published in January of the year the reclassification or reallocation is budgeted.

6. The provisions of this Article will be effective as provided in the Term of Agreement article; provided, however, that the provisions of this Article shall be reopened for negotiations upon thirty (30) day written notice, or demand to reopen given by either party when such notifying party has concluded that reopened negotiations are necessary relative to current compensation system bargaining being conducted pursuant to 26 M.R.S.A. §979-D(1)(E)(1)(g), (h), and (i). Such reopened negotiations shall be conducted only as part of compensation system bargaining and only pursuant to 26 M.R.S.A. §979-D(1)(E)(l)(h).

ARTICLE 9
Clean-Up Time

Where current practice so provides, employees shall receive reasonable cleanup time, consistent with available facilities, immediately prior to the end of the workday.

ARTICLE 10
Compensating Time

Compensating time earned by an employee may be accumulated up to two hundred forty (240) hours.

Upon mutual agreement and with approval of the Commissioner or designee, an agency may at any time pay an employee for any or all of that employee's accumulated compensating time. Such payment shall be made at the employee's hourly rate of pay in effect at the time of payment.

ARTICLE 11
Compensation

The State shall prepare, secure introduction of and recommend passage by the Legislature of appropriate legislation in order to provide the benefits described in this Article.

A. The State agrees to continue to pay the cost of the 6.5% or the cost of the 7.5% retirement contributions as previously agreed to pursuant to 5 M.R.S.A. §17702.

B. Effective with the start of the pay week commencing closest to September 1, 2015, employees in this unit shall receive a base salary increase of one percent (1%).

C. Once the salary schedule reflecting the 1% increase detailed in item B above is developed, a new salary schedule for AFSCME employees of the Department of Corrections shall be created to include an additional two dollars ($2.00) added to the base hourly rate of each step. This new salary schedule for AFSCME employees of the Department of Corrections including an additional two dollars ($2.00) added to the base hourly rate shall be effective at the start of the pay week commencing closest to September 1, 2015.

D. Effective with the start of the pay week commencing closest to July 1, 2016, employees in this unit shall receive a base

salary increase of one percent (1%) added to the appropriate salary schedules.

E. Employees shall be advanced to the next higher step on the appropriate salary schedule upon satisfactory completion of one year of service for Steps 1 through 8 on his/her next scheduled anniversary date.

F. A shift differential of thirty-five cents ($.35) per hour will be paid for shifts starting between 12:00 p.m. and 9:59 p.m. for full-time employees regularly assigned to such shifts. A shift differential of thirty-five cents ($.35) per hour will be paid for shifts starting between 2:00 p.m. and 9:59 p.m. for part-time employees regularly assigned to such shifts. A shift differential of forty-two cents ($.42) per hour will be paid to Department of Corrections' employees regularly assigned to twelve-hour shifts beginning at 6:00 p.m. A shift differential of forty-five cents ($.45) per hour will be paid for shifts starting between 10:00 p.m. and 3:00 a.m. for full-time and part-time employees regularly assigned to such shifts. Employees with shifts starting between 12:00 p.m. and 2:00 p.m. who work alternative work schedules shall only be paid the thirty-five cent ($.35) shift differential when they actually work a shift starting between 12:00 p.m. and 2:00 p.m.

The shift differential will be considered part of base pay for overtime pay and paid leave purposes.

G. A twenty-one dollar ($21.00) per week premium will be paid to full-time and prorated to part-time employees possessing certification who regularly administer medication to residents or patients with such premium considered as part of base pay for overtime and paid leave purposes.

H. Employees with fifteen (15) years but less than twenty (20) years of continuous State service shall receive longevity pay of a total of thirty cents ($.30) per hour to the base. Employees who become eligible after that date shall receive the longevity pay of a total of thirty cents ($.30) per hour to the base upon eligibility.

Employees with twenty (20) years of continuous State service shall receive longevity pay of a total of forty cents ($.40) per hour to the base. Employees who become eligible after that date shall receive the longevity pay of a total of forty cents ($.40) per hour to the base upon eligibility.

Employees with twenty-five (25) years of continuous State service shall receive longevity pay of a total of fifty cents ($.50) per hour to the base.

Continuous State service is defined as continuous employment including all authorized leaves of absence since the last date of hire into a status granting position.

I. Employees assigned to a State DHHS institution shall be eligible for a weekend differential of fifty cents ($.50) per hour to the base for shifts beginning between 10:00 p.m. Friday and 9:59 p.m. Sunday. Employees of the Department of Corrections shall be eligible for weekend differentials of fifty cents ($.50) per hour to the base for shifts starting between 5:45 p.m. Friday and 5:59 p.m. Sunday.

J. Employees with direct care responsibilities for persons residing in institutions of the Department of Health and Human Services, and Corrections, shall receive one dollar ($1.00) per hour to the base.

K. An employee required to work a minimum of four (4) hours over their regular shift in a twenty-four (24) hour period will be paid an additional eight dollars ($8.00) for each double shift worked. This provision does not apply to employees who voluntarily work said shifts for their own convenience. The State retains the right to establish schedules which minimize the payment of the premiums provided under this provision.

L. Employees at Long Creek Youth Development Center who are assigned to work a schedule which includes a shift change within a 24-hour period shall be paid an additional four dollars ($4.00) per week for each week with such schedule.

M. Any employee who is specifically directed to standby in a specific location(s), and who is available for immediate recall to duty, shall be paid for two (2) hours straight time hourly pay for each day of such standby status. Standby pay shall not be included as time worked toward the computation of overtime pay. Employees who are recalled to work in accordance with the Call In Article of this Agreement shall not be eligible for standby pay for that particular day. Employees shall not receive standby pay when they are not available for call.

N. Effective with the start of the pay week commencing closest to September 1, 2015, employees in the classifications of Mental Health Worker I, II, and III and Habilitation Aide who possess

Certified Nursing Assistant (CNA) certificates and are on the CNA register shall have fifty cents ($.50) per hour added to their base hourly rate.

O. Effective with the start of the pay week commencing closest to September 1, 2015, employees in the classifications of Mental Health Worker I, II, and III and Habilitation Aide shall receive one dollar ($1.00) per hour added to the base for hours worked on Lower Kennebec or Lower Saco units at Riverview Psychiatric Center.

ARTICLE 12
Contracting Out

When a department/agency contracts out work which will result in the layoff of an employee who performs the function that is contracted out, the State will, whenever possible, notify the Union six (6) months in advance, and the employer and the Union shall discuss the availability of positions within the department/agency for which the laid off employee is determined to be qualified and the availability of any training program which may be applicable to the employee.

In reviewing these placement possibilities, every effort will be made to seek matches of worker's skills and qualifications with available, comparable positions.

ARTICLE 13
Dental Insurance

The State agrees to pay one hundred percent (100%) of the employee's premium of a dental insurance program for full-time employees. This shall be prorated for part-time employees. The benefit level of this program shall provide one hundred percent (100%) coverage for preventative care and eighty percent (80%) coverage for general service care.

The State agrees to provide payroll deduction for dental insurance, provided such arrangements are agreed to by the insurance carrier. It is understood that dependent coverage will be available provided that there is sufficient employee participation in the dental insurance program. Any dependent coverage shall be at the employee's expense.

ARTICLE 14
Dependent Children

In the event an employee is killed during the performance of his/her job duties, the State shall pay the tuition of his/her dependent children who are accepted as students through the normal admission process to attend the University of Maine, the Maine Community College System or the Maine Maritime Academy. Each dependent child shall be eligible for the benefit for five (5) years from his/her first admission date to either system or until the requirements for degree have been met, whichever comes first.

ARTICLE 15
Discipline

Disciplinary action shall include the following:

Written reprimand
Suspension (in writing)
Demotion (in writing)
Discharge (in writing)

The listing of actions above is not to be construed as being necessary in progression or limiting the appointing authority or his/her designee's discretion as to which action to take.

Should it become apparent during a counseling session between an employee and his/her supervisor that action beyond the documentation of such meetings is necessary, the meeting shall be terminated until such time as a Union representative may be present. Documentation of such counseling sessions or meetings may become a part of the employee's record.

When there is a possibility that an employee may be disciplined with a suspension from work, demotion or discharge, such employee will be notified in writing of the possibility within fifteen (15) days of the incident giving rise to the possible discipline or within fifteen (15) days of when the State (management outside of the bargaining unit) first had knowledge of the incident. The provisions of this section are not to be construed as preventing disciplinary action being taken within the aforementioned fifteen (15) day period.

Providing that the employee involved has completed his/her initial probationary period or extension thereof, the employee involved, if he/she so chooses, shall be entitled to representation by a Union representative when interviewed. In alleged matters of

client/patient/inmate/student/resident abuse, administrative leave or other temporary action which does not result in a loss of pay for the employee involved may be taken to protect the clients/patients/inmates/students/residents until an investigation is completed, disciplinary is action taken, or management returns the employee to work. Such administrative leave or other temporary action shall not constitute discipline under this Article. In the event allegations of client/patient/inmate/student/resident abuse are substantiated, the employee shall be terminated.

No employee covered by this Agreement shall be suspended without pay, demoted or dismissed without first having been given notice in writing of the disciplinary action to be taken. The conduct for which disciplinary action is being imposed and the action to be taken shall be specified in a written notice. Any employee receiving a notice of suspension, demotion, or dismissal will be afforded an opportunity for a *Loudermill* meeting with the appointing authority or his/her representative prior to the action proposed. A Union representative/steward may be present. At that *Loudermill* meeting the appointing authority or his/her designee will give the employee an explanation of the employer's evidence against the employee (if that has not already been provided) and offer the employee an opportunity to respond.

Should an employee be suspended or discharged and it is later proved unjustified, the employee shall be reinstated to his/her regular job and shall be made whole (including but not limited to full compensation for all lost time and to full restoration of all other rights and conditions of employment), minus any moneys earned in another job or any moneys paid the employee as unemployment benefits which the employee is not required to return to the unemployment agency.

Any disciplinary action taken on an employee whose name is on the seniority list shall be for just cause and may be processed through the Grievance and Arbitration Procedure.

Grievances concerning disciplinary suspensions from work, demotions and discharges from employment may be entered at Step 3 of the Grievance Procedure.

All records of employee discipline shall be retained in the employee's personnel file consistent with the Personnel Files Article. Records of discipline may be removed earlier than the time frames identified in the Personnel Files Article of this Agreement by mutual

agreement of a duly authorized representative of AFSCME - Council #93 and the appointing authority or his/her designee.

Employer representatives and employees shall show mutual respect and courtesy toward each other with the objective of promoting harmonious relationships.

ARTICLE 16
Dues Deduction

The Union shall have the exclusive right to payroll deductions for employees included within the applicable bargaining unit and subject to the following provisions:

The employer agrees to deduct the Union biweekly membership dues, service fees, and benefit premiums from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be submitted together with an itemized statement to the Union by the last day of the succeeding month, after such deductions are made.

The employee's written authorization for payroll deductions shall contain the employee's name, Social Security number, agency in which employed, work location, Union name and Council number. Such authorization shall be transmitted by an authorized representative of Council #93 clerk or by the employee directly to the State Controller through the applicable agency payroll officer.

The Union shall indemnify and hold the employer harmless against any and all claims, suits, orders or judgments brought or issued against the employer as the result of the action taken or not taken by the employer under the provisions of this Article.

ARTICLE 17
Educational Leave

The State agrees to provide advice and counseling to employees with respect to career advancement opportunities in agency developments which have impact on their careers.

Regular review of its job related and career development and training programs will be made by the State in order to provide suitable programs for employees covered by this Agreement. When undertaking any such review the State shall notify employees of

such review and take into account suggestions and proposals made by employees.

Employees shall be given a reasonable notice of applicable development and training programs available. Such notice shall include an explanation of the procedure for applying for the program. Notice of development and training programs shall be posted for a reasonable period in advance on bulletin boards at applicable work locations within the agencies involved. An appointing authority shall make every effort to permit employees participating in such career development and training programs. Participation in any training inside or outside of the work hours which is required by the State as a condition of fulfilling the requirements of the employee's job or any in-service State training which is conducted or undertaken during normal scheduled work hours will be considered as time worked.

Subject to the availability of funds and the approval of the appointing authority, the State shall pay tuition course related fees, other approved course required costs and for necessary travel and lodging pursuant to established policies and procedures. Such approval will not be arbitrarily or capriciously withheld.

ARTICLE 18
Electronic Mail

Electronic mail capabilities as available to unit members in the course of their work may be used for the purpose of reasonable communication on union matters consistent with applicable law and the State of Maine E-Mail Usage and Management Policy. Any use of the State's e-mail system under this Article must be of an incidental nature (e.g., meeting announcements) and must not interfere with State government functions and purposes.

ARTICLE 19
Embodiment of Agreement

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set

forth in this Agreement. Therefore, the State and Council #93, AFSCME, AFL-CIO, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or not referred to, covered or not covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

It is further acknowledged this is the entire Agreement between the parties and terminates any other agreements in place prior to the signing of this Agreement, except those impacting specifically named individual(s) only.

ARTICLE 20
Employee Assistance Labor Management Committee

There shall be a broad-brush comprehensive EAP to provide confidential assessment and referral services for State employees. The EAP is intended to aid State employees and their families, and retirees, in cases where personal problems of any nature are having a detrimental effect on the employee's job performance. Services provided directly by the EAP shall be at no cost.

There shall be a Labor Management Committee on the State EAP. The Committee shall be comprised of a representative of each State bargaining unit represented by a union, which includes a representative from AFSCME - Council #93, and an equal number of management representatives selected by the Governor. This Committee may be made up of the same members as the State Employee Health Commission. Committee members may participate in Committee activities during work hours without loss of pay or benefits. The purpose of the Committee is to advocate, support and review the operation of the State EAP to assure a program which enhances the productivity, performance, working conditions, morale and quality of life of State employees. The role of the Committee is to work with the program administrator to maintain effective program operation for employees, retirees and their families.

ARTICLE 21
Employee Data

Upon request to the Office of Employee Relations, but not more than twice annually, the State shall furnish to and at the expense of AFSCME a computer listing of the then-available information, specified hereinafter, for each eligible employee covered by this Agreement. Said computer listing shall contain, to the extent practicable, the name, address, class code, classification, pay range and step, employing agency and initial date of hire for all eligible employees covered by this Agreement. Nothing contained within this provision shall be construed to obligate the State to compile information in addition to that presently maintained. In the event that AFSCME requests that additional information be compiled or maintained, and the Office of Employee Relations determines both that such material can, in fact, be compiled and such compilation would be proper, AFSCME shall bear the cost of such necessary computer programming and computerized or manual computation. No decision relative to time limits for the furnishing of requested information, made by the Office of Employee Relations pursuant to this Article shall be grievable.

ARTICLE 22
Employee Meals

Employee meals and job-related expenses will be provided in accordance with current regulations issued by the Department of Administrative and Financial Services and applicable laws.

ARTICLE 23
Employee Organization Leave

A. Board Meetings

Employee organization leave with pay, without charge to accumulated leave credits, is authorized as necessary for the following purposes:

1. Council Executive Board Meetings

Two (2) executive board members for a maximum of four (4) meetings.

2. Maine Policy Board Meetings

Up to eight (8) policy board members for a maximum of four (4) meetings.

3. Maine AFL-CIO Executive Board

One (1) executive board member shall be entitled to attend a maximum of four (4) meetings.

B. Negotiations/Bargaining Team

Members of the AFSCME - Council #93 bargaining team (up to eleven (11) members) shall suffer no loss in pay or benefits for participation in negotiations for a successor Agreement. AFSCME shall notify the Office of Employee Relations of the names of those bargaining team members who will be attending particular bargaining sessions. No additional compensation shall be paid if negotiations extend beyond the end of an employee's work hours.

Release time for the AFSCME negotiations team will be denied only when there are extraordinary circumstances and/or when their absence is disruptive to their organization.

C. Notice of Release Time

Whenever possible, the Union shall provide the Office of Employee Relations with seven (7) days advance notice of the purpose and date for which any release time under this Article is requested, and the names and work locations of the employees for whom the release time is requested.

D. Travel Time

Leave provided in sections A and B of this Article shall apply to cover actual and necessary travel to and from such meetings required during normal working hours on the day of the meeting or

negotiations as long as these meetings or negotiations are in the State of Maine. Bargaining team members traveling one hundred (100) miles or more to negotiations shall be entitled to travel time outside of days of negotiations.

E. Pre-Retirement Counseling

Employees who will be eligible for retirement within one (1) year will be granted one (1) leave day without loss of pay to attend the AFSCME Pre-retirement Counseling Program. Employees on the second shift will be allowed two (2) hours travel time if the Pre-retirement Counseling Program extends beyond 12:00 noon.

F. Steward Training Leave

Up to two (2) stewards and/or chief stewards per facility shall be entitled to two (2) days of leave per year without loss of pay or benefits to participate in official AFSCME sponsored steward training. AFSCME shall provide the Office of Employee Relations with at least two (2) weeks' notice of names and work locations of the stewards and/or chief stewards participating. No additional compensation shall be paid if the training extends beyond the end of the employee's normal work hours. Such leave shall not be withheld unless operational needs so require and shall not be arbitrarily denied.

G. AFSCME Grievance Committee

AFSCME Grievance Committee members traveling fifty (50) miles or more to quarterly Grievance Committee meetings shall be entitled to leave without loss of pay or benefits for actual and necessary travel time. The State agrees to provide up to four (4) days leave of absence without loss of pay or benefits for each of three (3) Grievance Committee members from the Institutional Services Unit. Such leave shall not be withheld unless operational needs so require and shall not be arbitrarily denied.

H. AFSCME Maine Benefit Trust Committee

Up to two (2) Benefit Trustees shall be entitled to attend quarterly meetings without loss of pay or benefits to participate in official AFSCME Maine Benefit Trust meetings.

ARTICLE 24
Grievance Procedure

1. Definitions and Scope

1.1 Employees within the bargaining unit, who have completed their initial probationary period, shall have the right to present grievances in accordance with the procedures prescribed in this Article.

1.2 For the purposes of this Agreement, a grievance is defined as a dispute concerning the interpretation or application of a specific term or provision of this Agreement.

1.3 Any written grievance, which is submitted, must expressly specify identification of the Article, clause, section and alleged violation of the contract, as well as a statement of facts surrounding the issue and the remedial action requested.

1.4 The terms, conditions and administration of the Pension and Insurance programs shall not be subject to the provisions of this Article.

1.5 Grievances involving classification, reclassification, allocation and reallocation shall be processed in accordance with the Classification/Reclassification/Allocation/Reallocation Article.

1.6 The provisions of this Article shall replace all preexisting grievance procedures for employees in this unit and shall be the exclusive procedures for resolving differences which arise under this Agreement and other disputes between employees and the employer.

1.7 The grievance procedure cannot and will not be used to process a grievance which includes in part or totally any job classification or other subject not included or applicable to this Agreement or within the bargaining unit.

1.8 No agreement shall be valid which changes or modifies any provision of this Agreement unless signed by the Office of

Employee Relations or his/her designee, and the Coordinator for the State of Maine, AFSCME - Council #93 or his/her designee, who shall be identified in writing.

2. Procedure

Step 1. An employee and/or the designated Union representative (steward) shall present the grievance orally to the supervisor within seven (7) workdays of the act or omission which gives rise to the grievance or within seven (7) workdays from the time the employee should have been reasonably aware of the grievance. The supervisor shall discuss the grievance with the employee and/or the designated Union representative (steward), and if the dispute is not satisfactorily resolved within three (3) workdays from the date of the receipt of the oral grievance the supervisor shall provide a written response within two (2) additional workdays.

Step 2. The employee and/or the Union (steward) may appeal the supervisor's Step 1 written decision in writing within seven (7) workdays of the date of the Step 1 written decision to the applicable Institutional Head or his/her designee. The Institutional Head or his/her designee shall provide the grievant with a written response within ten (10) workdays of receipt of the appeal to Step 2 if no meeting with the grievant and/or the designated Union representative (steward) is to be held. If the Institutional Head or his/her designee determines that a meeting is to be held, he/she shall schedule such meeting within fifteen (15) workdays of receipt of the appeal to Step 2. The Institutional Head or his/her designee shall provide the grievant and the Union with a written decision within ten (10) workdays from the day the meeting was held. Any such appeal from the Step 1 written decision must be specific in stating the reason(s) for appeal.

Step 3. If the grievance is not settled at Step 2, it should be presented by the Union (Executive Director or his/her designee) in writing, to the department head within ten (10) workdays after the response at Step 2 is due. The department head or his/her designee may provide the grievant with a written response within ten (10) workdays of receipt of the appeal to Step 3 or if a meeting is to be held, he/she shall meet with the Union or have a scheduled date to meet to take up the grievance, with or without the employee, within twenty (20) workdays from the department's receipt of the Union's

appeal to Step 3. The department head, or his/her designee, shall respond in writing to the Union within ten (10) workdays after the conclusion of the hearing.

Step 4. An employee and/or Union (Executive Director or his/her designee) may appeal the written Step 3 decision within ten (10) workdays of its receipt by filing a written notice with the Office of Employee Relations. Such an appeal must be specific in stating the reasons for appealing the decision. The Office of Employee Relations may meet with the grievant and/or Union representative for a review of the grievance. If a meeting is held, the parties will meet or have a scheduled date to meet within twenty (20) workdays of the Office of Employee Relation's receipt of the Union's appeal to step 4. The Office of Employee Relations shall provide the employee and the Union with a written response within twenty (20) workdays of receipt of appeal; or, if a hearing is held, within ten (10) workdays after the conclusion of the hearing.

Step 5. If the grievance still remains unsettled, the Union may within fifteen (15) workdays after reply of the Office of Employee Relations is due, by written notice to the Office of Employee Relations, request arbitration. Upon receipt by the Office of Employee Relations of a request for arbitration, the parties shall attempt to mutually agree upon an arbitrator. If unable to agree upon an arbitrator within seven (7) workdays of receipt of the request for arbitration, the Union shall make an application to the Labor Relations Connections (LRC) for an arbitrator. Such application shall be made within twenty (20) workdays of the receipt by the Office of Employee Relations of the request for arbitration or the grievance will be deemed to be withdrawn. The LRC shall be requested to submit a list of not less than nine (9) nor more than fifteen (15) names (but in all cases an odd number) of possible arbitrators, all of whom have had public sector experience. Within five (5) workdays from the date of the receipt of said list from LRC, the parties shall confer for the purpose of selecting an arbitrator. The parties shall select the arbitrator by alternately striking one (1) name from the list until one (1) name remains. The right of the party to first strike a name from the list shall be determined by lot. In the event the last name on the list is unsatisfactory to either party, the matter shall then be submitted that date to LRC for selection of an impartial arbitrator in accordance with the LRC rules then in effect.

All communications concerning appeals and decisions at this step shall be made by personal service or by registered or certified mail. Employees whose presence at proceedings is required and who are subpoenaed by either party shall be given administrative leave to attend same. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available without charge to the other parties and to the arbitrator(s).

The authority of the arbitrator(s) shall be limited to disposing of the grievance submitted to him/her on the basis of the applicable provisions of this Agreement. He/she shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declarations of opinion which are not essential in reaching the determination. The arbitrator(s) shall have no power or authority, directly or indirectly, to add to, subtract from, alter or otherwise modify any provisions of this Agreement. The decision or award of the arbitrator(s) shall be binding consistent with applicable law and this Agreement. All fees and expenses of the arbitrator(s) shall be divided equally between the parties except that each party shall bear the costs of preparing and presenting its own case.

The arbitrator(s) shall be bound by the rules of the LRC which are applicable to labor relations arbitrations and which are in effect at the time of arbitration. Whenever possible, the arbitrator(s) shall render his/her decision within thirty (30) calendar days of the date the arbitration hearing was conducted. In the event a disagreement exists regarding the arbitrability of an issue, the arbitrator(s) shall make a preliminary determination whether the issue is arbitrable under the express terms of this Agreement. Once a determination is made that such a dispute is arbitrable, the arbitrator(s) shall then proceed to determine the merits of the dispute.

Mediation

Either party may request to mediate an outstanding grievance prior to arbitration consistent with the current Mediation Memorandum of Agreement signed by the parties.

Grievance Committee

The Union shall select employees to act as Union stewards and chief stewards. The names of the employees selected as steward and chief steward, and the names of the Union Representatives who may represent employees, shall be certified in writing to the employer by the Union, and the individuals so certified shall constitute the Union Grievance Committee. Steward lists will be updated as necessary.

Processing Grievances During Working Hours

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

1. Respond to a request of an employee(s) to investigate and process a grievance;

2. Transmit official Union communications to the employer; and

3. Consult with the employer, or his/her designee, concerning the interpretation and application of this Agreement.

A Grievance Committee Member shall obtain the consent of his/her supervisor, or his/her designee, whenever he/she wishes to attend to the aforementioned Union business. Consent shall not be unreasonably denied. If denied, the reason or reasons shall be stated in writing.

The provisions of this Article are not to be abused by Grievance Committee Members.

3. General Provisions

3.1(a) All of the time limits contained in this Article may be extended by mutual agreement of the parties and shall be confirmed in writing.

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

3.1(c) Should the employer fail to meet the timeframes in Section 2 above or render a decision within the specified time limits, the grievance may be appealed to the next step of the grievance and arbitration procedure.

3.2 Written responses at each step will be furnished to the applicable Union Representative.

3.3 The parties may mutually agree when circumstances warrant to bypass steps of the grievance procedure.

3.4 During the term of this Agreement, grievances resolved at Steps 1 and 2 shall not constitute a precedent, except within the applicable organizational unit, or within the department for grievances settled at Step 3, unless a specific mutual agreement otherwise stipulating is made by the Office of Employee Relations and the Executive Director of the Union.

3.5 An aggrieved employee shall not suffer any loss of pay he/she otherwise would have earned, or be required to charge leave credits as a result of processing grievances during such employee's regularly scheduled working hours, provided, however, that when such activities extend beyond such employee's scheduled working hours such time shall not be considered as time worked. Such time release shall not be construed to include preparation of paper work, record keeping, conferences among Union officials or preparation for presentation at a grievance hearing.

3.6 The settlement or an award upon a grievance may or may not be retroactive as the equities of each case demand, but in no event shall such resolution be retroactive to a date prior to the date the grievance was first presented. However, grievances pertaining to pay issues only may be retroactive to a maximum of one hundred twenty (120) workdays prior to the filing of the grievance.

ARTICLE 25
Health, Life Insurance

The State shall pay the basic group life insurance premiums for those employees who are members of this bargaining unit. This provision shall not diminish the right of employees to carry additional insurance on themselves or their dependents under present statutes.

The State shall provide health plan coverage for employees pursuant to Title 5 §285. The State shall pay sixty percent (60%) of the cost of dependent premium for each eligible employee who selects dependent coverage.

Part time employees hired into permanent full-time positions will be allowed to apply for health insurance within sixty (60) days of the permanent appointment with no evidence of insurability.

The State agrees to provide laid off employees with group health insurance at the employee's expense for one (1) year provided that the employee is unemployed. Premiums are to be paid directly to the insurance carrier. Failure to make payments would result in cancellation of insurance with no conversion privileges.

ARTICLE 26
Holidays

There shall be twelve (12) paid holidays each calendar year. They are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Day following Thanksgiving Day
Independence Day	Christmas Day

Employees released from work on these holidays shall be paid a maximum holiday pay of eight (8) hours for a forty (40) hour workweek or 8.5 hours for a 42.5 hour workweek or other Department of Correction's schedule. Time during which an employee is excused from work on holidays shall be considered as time worked for the purpose of computing overtime.

Any holiday falling on a Saturday will be observed on the preceding Friday, and any holiday falling on Sunday will be observed on the following Monday.

Employees shall be eligible for holiday pay only if they were in pay status on their normal workday immediately preceding and their normal workday following the day and date on which the holiday is observed.

Employees who are scheduled to work the calendar date and who are not scheduled to work on the observed date shall be paid the appropriate holiday rate for the calendar date. Employees who work both the calendar and observed dates shall be paid holiday pay for the observed day only.

Part-time employees' holiday pay shall be determined by dividing their normally scheduled hours in the workweek by five (5).

In addition to regular pay for holidays, employees shall be entitled to one and one-half (1½) times their regular rate for each hour worked on a holiday, or upon mutual agreement, compensating time at the rate of one and one-half (1½) hours for each hour of holiday work.

In no event, however, shall an employee be paid more than once for the same hours.

ARTICLE 27
Hours of Work

It is understood that the operation of the State institutions is twenty-four (24) hour, seven (7) day coverage. The basic workweek shall be forty (40) hours.

For employees who are assigned to work schedules that require seven (7) days a week and/or twenty-four (24) hour a day coverage, the State will make every effort to have the affected employee have two consecutive days off. The parties agree that the needs and operational requirements of the institution come first in any assigned work schedule, with the proviso that such work schedules will not be done arbitrarily.

For employees on work schedules that include three (3) or more days off in a work week, at least two (2) of the three (3) or more "off" days shall be consecutive.

Work Schedules

Except as altered by this Agreement, the basic departmental workweek schedules in force on the effective date of this Agreement shall not be changed without the employer promptly notifying the Union at its central office of the proposed change and negotiating the impact of such change, if requested, on the affected employees. If the parties have not reached agreement within thirty (30) days after notification is given, the employer may implement the changes and the obligation to bargain shall continue. Any changes will be posted and all employees affected by such changes will be notified, in writing, at least fourteen (14) calendar days before the effective date of the change in schedules unless emergency developments preclude the possibility of such notice.

Shifts

Employees shall be scheduled to work on regular work shifts having regular but not necessarily uniform starting and quitting times. These work shifts shall be made known to the employees and shall not be changed without notice to the employee at least fourteen (14) calendar days prior to the date the change is to be effective. Changes in the work schedules shall not be made arbitrarily or capriciously and shall be made only to meet the operational needs of the service.

Emergencies

Nothing herein shall be construed to limit the authority of the employer to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergency situations over which the employer has no control. However, such emergency assignments shall not extend beyond the period of such emergency.

This section is not to be construed as limiting the right of the State to make temporary assignments which are within the applicable provisions of this Agreement.

ARTICLE 28
Investigations

Notice of Investigation

When an employee is being investigated for allegations that may result in serious disciplinary action (suspension, demotion, discharge) or allegations of client/patient/inmate/student abuse, the State must, providing that the employee involved has completed his/her initial probationary period or extension thereof, notify the employee in writing of the allegation(s) and the date/time/location of the investigatory interview.

Union Representation

The employee being interviewed as the subject of an investigation shall be entitled to Union representation. If he/she

chooses, the employee under investigation may decline Union representation in writing.

Investigation Timeframes

A good faith effort will be made to complete investigations within six (6) months.

Administrative Leave/Other Temporary Action

In alleged matters of client/patient/resident/inmate/student abuse, or other serious misconduct, the employee may be placed on administrative leave or other temporary action may be taken, which does not result in a loss of pay for the employee involved, in order to protect the clients, patients, residents, inmates, students, and/or other employees. Such action shall not constitute discipline under the Discipline Article.

Completion of Investigation

No employee covered by this Agreement shall be suspended without pay, demoted or dismissed as a result of an investigation without first having been given notice in writing of the disciplinary action to be taken. Any employee receiving a notice of suspension, demotion, or dismissal will be afforded an opportunity to meet with the appointing authority or his/her representative prior to the action proposed. A Union representative/steward may be present. At that meeting the appointing authority or his/her designee will give the employee an explanation of the employer's evidence against the employee (if that has not already been provided) and offer the employee an opportunity to respond.

No AFSCME member shall conduct the investigation of another AFSCME member. However, AFSCME supervisors will be responsible for intake of Administrative Personnel Complaints and conducting preliminary inquiries to assist in the determination of whether there is reasonable cause to conduct formal investigations or close out complaints.

Recording of Investigatory Interviews

Investigatory interviews involving AFSCME members at the Department of Corrections shall be recorded by the State, and if the investigation results in disciplinary action, the State shall supply a copy of the recording to AFSCME Council 93. AFSCME will sign a confidentiality agreement upon receipt of the recording.

ARTICLE 29
Jury Duty/Court Service

If an employee is required to appear in court or pursuant to a subpoena or other order of a court or body or to perform jury services in such appearance or service results in his/her absence from work, he/she shall be granted court service leave for the period of time necessary to fulfill such requirement. Any employee who makes an appearance and whose services are not required shall return to work as soon as practicable after release.

An employee on court service leave for a full day shall receive the difference between the payment received for such court services excluding any travel allowance and his/her regular pay.

Any employee returning to work from court service leave shall be paid by the State for his/her actual hours worked or a minimum of the difference between the payment received from the court excluding any travel allowance and his/her regular pay whichever is greater.

Any employee assigned to the third shift who serves on jury duty for a period of over four (4) hours in any one (1) day will not be required to report to work on their next regularly scheduled shift within a twenty-four (24) hour period.

An employee who is called to appear as a witness in his/her official capacity by a court, including administrative court, on a scheduled day off, a scheduled vacation day or other approved day off shall be paid for the hours so spent, including actual, necessary travel time, at his/her appropriate rate of pay.

The provisions of this Article shall not apply to any employee summoned to or appearing before a court or body as a party to any private legal action which is not job related.

ARTICLE 30
Labor/Management Committees

Labor/Management Committee on Safety

There shall be established a Labor/Management Committee concerning the safety of State Buildings. The Committee shall be made up of one (1) representative from each of the following bargaining units: Representing Labor - Administrative Services; Operations, Maintenance and Support Services; Law Enforcement; Professional and Technical Services; Supervisory Services; Institutional Services; and State Police units and an equal number of management representatives selected by the Governor. Committee members may participate in the work of the committee during working hours without loss of pay or benefits.

Employee Health

There is established by law (Title 5, Chapter 13, Subchapter II, Section 285-A) the State Employee Health Commission. The State Employee Health Commission may also conduct the work of the Labor/Management Committee for Employee Assistance Program. Commission members who are covered by this agreement may participate in the work of the Commission during work hours without loss of pay and benefits.

Statewide Labor/Management Committees

Not less than four (4) times each year, as determined by either party, a Statewide Labor/Management Committee from each department in the Bargaining Unit, consisting of a representative of each organizational unit, shall meet with the Commissioner or his/her designee from each respective department to discuss matters of mutual concern. Topics for discussion will include, but are not limited to: methods of improving employer/employee relations and productivity, safety and health problems of a continuing nature, reviewing staffing complements and other problems which have an impact on conditions of employment. Committee members may participate in the work of the committee during working hours without loss of pay and benefits.

Department of Corrections Vacation Denial

The parties agree to collect data on denied vacation requests using a standardized form at the Department of Corrections through January 2016. This data will be brought to the Department Labor/Management Committee for review. Should a problem with denial of vacation requests be identified, the Department Labor/Management Committee will brainstorm ideas for addressing the problem and then provide recommendations to AFSCME Council 93 and the Commissioner of Corrections for consideration. No agreement that modifies the provisions of the collective bargaining agreement may be entered into without the participation of the Office of Employee Relations and without a vote by the Department Of Corrections AFSCME membership.

Mandated Overtime

Through Labor/Management, each facility will consider adding to its Overtime Policy that an employee excused from mandated overtime due to a restriction on the number of hours he/she can work in a workday will be expected to work the next mandate that falls on his/her scheduled day off.

Gym Membership

A representative from AFSCME will participate with the State on a labor management committee to design a program to reimburse State employees up to a set amount toward gym membership, so long as the employee meets requirements for verification of membership timeframe, cost, and minimum gym attendance. The work of this committee shall be completed by December 1, 2015, unless extended by agreement. The AFSCME committee members may participate in the work of the committee during work time hours without loss of pay or benefits including necessary travel time, during the employee's regularly scheduled work hours/day to attend meetings.

ARTICLE 31
Maintenance of Benefits

With respect to negotiable benefits, terms and conditions affecting members of this unit, which are not covered by the Agreement, but which are presently provided pursuant to law, written regulations, personnel rules, written directives, or special orders, the State agrees to make no changes without appropriate prior consultation and negotiation with the Union.

ARTICLE 32
Management Rights

The Union agrees that the State has and will continue to retain the sole and exclusive right to manage its operations 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 all agencies and facilities; the right to direct its work force; to administer the merit system, including the examination, recruitment, selection, hiring, appraisal, training, retention, promotion, assignment or transfer pursuant to law; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; to discipline and discharge employees for just cause; to determine the size and composition of the work force; to make temporary layoffs at its discretion; to contract out for goods and services; to determine the operating budget of the agency; to install new, changed or improved methods of operations; to relieve employees because of lack of work or for other legitimate reasons; to maintain the efficiency of the government operations entrusted to them; and to take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

Nothing in this Article shall be construed to deprive the employees of any rights specifically set forth in this Agreement or deprive them of the right to the grievance procedure herein.

ARTICLE 33
Mileage and Telephone Allowance

The employer agrees to provide, subject to current regulations issued by the Department of Administrative and Financial Services, the mileage allowance rate generally available for the use of personal vehicles for those persons eligible for such allowance in connection with official travel.

When an employee is specifically required by the State to have a telephone in his/her residence, the State shall pay nine dollars ($9.00) of the basic monthly charge. These payments shall be made on a semiannual basis in January and July and shall be prorated for those employees who become eligible or who terminate State service between the semiannual payments.

Specifically required for the purpose of this article shall be interpreted to mean a telephone is required as a condition of employment in order for the employees to continue their employment in their present position and/or as a condition of employment for any movement to another position. This article shall not be construed to automatically include employees who are included on any overtime list.

ARTICLE 34
Military Training
Leave of Absence With Pay

Employees who are members of the National Guard or other authorized State military or naval forces, and those employees who are members of the Army, Air Force, Marines, Coast Guard or Naval Reserve shall be entitled to leave of absence from their respective duties for their annual two-week training period without loss of base pay, and shall accrue sick and annual leave and seniority during such periods up to seventeen (17) calendar days in any calendar year specified under the provisions of the National Defense Act or Armed Forces Reserve Act of 1952.

ARTICLE 35
Non-Discrimination

The State agrees to continue its established policy against all forms of illegal discrimination, including discrimination, intimidation

or harassment on the basis of race, creed, religion, ancestry, sexual orientation, color, national origin, sex, age, physical or mental disability unless based upon a bona fide occupational qualification.

The Union agrees to admit all members to membership and to represent all members without regard to race, creed, religion, ancestry, color, national origin, sex, age, physical or mental disability, or sexual orientation.

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

The Union and the State agree that discrimination, intimidation, or harassment of employees, as defined by Civil Service Bulletin 13.4, is unacceptable conduct and will not be condoned or tolerated by the Union or the State.

ARTICLE 36
Overtime

Full time employees shall be eligible for payment of overtime at the rate of one and one-half (1½) times their hourly rate of pay after actually working eight (8) hours in any day, or after their regular scheduled hours if greater, or forty (40) hours of actual work in any week. In addition, for those employees working extended workdays overtime shall be calculated daily at one and one-half times the employee's regular rate of pay after the employee has actually worked more than eight (8) hours in a day or the employee's regularly scheduled workday, exclusive of scheduled daily overtime hours, whichever is greater, as follows:

Scheduled Workday	Overtime Begins After
8.5 hours	8 hours
10.63 hours	10 hours
12.15 hours	11.43 hours
12.25 hours	11.43 hours
12.33 hours	11.43 hours

With the exception of the above, this provision shall not apply to employees working on alternate work schedules, or flexitime schedules.

With the exception of paragraph 1 above, the State agrees to continue the present practices relating to payment for overtime

hours worked, including compensatory time off or the payment of time and one-half for all hours actually worked in excess of forty (40) hours in any workweek. If compensating time is given, it shall be at the rate of one and one-half (1½) hours of compensating time for each hour of overtime actually worked.

An employee working a consecutive shift will be compensated at an overtime rate for hours worked beyond the initial eight (8) hours or regularly scheduled hours if greater.

Time during which an employee is excused from work with pay under the Holidays Article, shall be considered as time worked for the purpose of computing overtime.

Overtime Distribution

Policies for ensuring equal distribution of overtime shall be agreed upon between the parties on an institution by institution basis. Current overtime practices will continue until there is an agreement between the parties. An employee excused from mandated overtime due to a limitation on the number of hours s/he can work in a workday will be expected to work the next mandate that falls on his/her scheduled day off.

Pyramiding Overtime

The overtime premium or rate shall not be pyramided or paid more than once for the same overtime hours.

ARTICLE 37
Personnel Files

An employee, upon written request to or after prior arrangement with the State Bureau of Human Resources, or the appropriate official at his/her work location or in his/her agency, shall be permitted to review his/her personnel files. Such review shall take place during normal office hours and shall be conducted under the supervision of the appropriate records custodian or agency representative. An employee may review his/her personnel files at reasonable times during his/her regular work hours if such review does not require travel out of the normal work area. An employee shall be allowed to place in such file a response of reasonable

length to anything contained therein which the employee deems to be adverse.

An employee's personnel file shall include, but not be limited to, all memoranda and documents relating to such employee which contain commendations, employee performance appraisals or ratings and records of training programs completed.

Upon request an employee shall be provided a copy of any or all materials in his/her personnel files provided that such copies shall be provided at the employee's expense. Copies of material added to the employee's personal file after the effective date of this Agreement shall be furnished at the State's expense and sent to each employee simultaneously with it being placed in his/her personnel file.

Upon request of an employee, records of reprimands and preventable accident reports shall be removed from personnel files after three (3) years from the date of the occurrence provided that the employee has had no further disciplinary action since that date. Upon request of an employee, records of suspensions and disciplinary demotions shall be removed from personnel files after five (5) years from the date of the occurrence provided that the employee has had no further disciplinary action since that date. However, records of disciplinary suspensions resulting from patient/client/inmate/student abuse, neglect or mistreatment and sexual harassment shall not be removed from personnel files under the provisions of this paragraph.

Any material inserted into an employee's personnel file shall be dated, shown to the employee and the employee shall initial same, attesting only to the fact that he/she has seen and is aware of the material being put into his/her personnel file. Any material not so processed, cannot be used against an employee in any present and/or future disciplinary action.

ARTICLE 38
Political Rights

The employee shall be granted all political rights not specifically prohibited by law.

ARTICLE 39
Posting

All job vacancies shall be posted in the applicable organizational units shall be posted five (5) workdays (120 hours) during any Monday through Friday period. Any employee wishing to be considered for an applicable promotion shall file a written, dated application with his/her appointing authority or his/her designee. Job posting notices shall indicate the name and title of the person to whom application shall be submitted and approximate date the vacancy will be filled. Seasonal and part-time employees shall have the right to apply for full time job vacancies and shall be given consideration in accordance with their abilities, qualifications, and seniority within the applicable organizational unit.

ARTICLE 40
Prison Rape Elimination Act (PREA)

Notwithstanding any other provisions of this Agreement, it is understood by the parties that the State is obligated to comply with the federal Prison Rape Elimination Act (PREA).

ARTICLE 41
Promotions

Vacancies shall be filled by reinstatement from layoff, transfer, demotion, promotion, reemployment or original appointment, in accordance with merit system principles.

The term "promotion" is defined as the advancement of an employee to a higher rated range position. Promotions shall be made on the basis of:

Filling of Direct Hire Vacancies

First: By seniority from among the bargaining unit applicants who have the ability and qualifications to perform the duties of the higher classification. Ability and qualifications mean that the employee has the capacity to perform the duties of the classification and does not mean that he/she is best qualified.

Second: If there is no qualified applicant within the bargaining unit and training is necessary, training shall be given to

individuals within the bargaining unit by seniority. It is recognized by the parties that some positions require specialized skills for which training may not be an option.

Filling of Vacancies for which the Bureau of Human Resources Provides a Certificate of Eligible Candidates

The filling of vacancies in the competitive service shall be done in compliance with Civil Service Rules.

The following principles, however, shall be followed in the filling of competitive vacancies:

(a) All employees certified to an appointing authority shall be offered the opportunity of an interview.

(b) Each certified employee shall be notified by the appointing authority of his/her selection or non-selection.

(c) Length of service representing satisfactory service to the State is important for any position and will be given appropriate consideration by the appointing authority along with the qualifications for the position.

The State certification procedures shall provide for concurrent certification of eligible employees instead of serial certification for the duration of this Agreement. Employees accepting a job offer must do so within five (5) business days from that job offer. An employee shall be entitled to refuse four (4) appointments from a register before being removed from the register.

Promotional Probation

Employees promoted, under the provisions of this Article, will be in a probationary status for a period of six (6) months from the effective date of the promotion. Such probationary period may be extended for an additional six (6) months. During such period the employee may be removed from the promoted position for failure to fulfill the duties of the position. In such a case, the employee will be eligible to fill any vacant position that he/she has previously held that is equal to or lower in range. However, if the position from which the employee is being demoted is to be filled by a new hire and/or from outside the bargaining unit, such affected employee may "bump" the most junior employee in the position previously held by the affected employee immediately prior to the promotion.

Rate of Pay

The employee who is promoted shall be advanced to Step A of the classification being advanced to. Should such action result in less than a five percent (5%) increase in pay, the employee shall be advanced to the applicable step of the range to which she/he was promoted that will result in the employee being given at least a five percent (5%) increase.

An employee who demotes to a lower pay grade shall have his/her rate of pay adjusted to the highest rate in the new pay grade which is lower than the rate of the class from which the employee left.

ARTICLE 42
Reimbursement for Property Damage

The State agrees to provide for the uniform administration of current procedures for the reimbursement to employees for personal property damage or destruction arising out of the course of their employment. Amounts allowed shall be based upon the reasonable value of the property involved and payment shall be made against a release.

An employee will submit his/her written claim to the Business Manager in the institution in which he/she is employed. The Business Manager will have fourteen (14) calendar days to honor or deny the claim. If the claim is denied, or there is no response to the claim at the institutional level within the time limit, the claimant may appeal the decision to the State Claims Board within thirty (30) days from the date of the denial. The claimant will be provided a hearing at which time he/she may present evidence to substantiate his/her claim. This process is authorized under Title 5 M.R.S.A. §1510(A).

ARTICLE 43
Reporting Pay

An employee who reports for work on a regularly scheduled shift and who is released due to lack of work shall receive a minimum of four (4) hours pay at the appropriate rate. Provisions of this Article shall not apply to events caused by an act of God.

ARTICLE 44
Responsibilities of the Parties

Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

The Union, its officers and representatives at all levels, and all employees are bound to observe the provisions of this Agreement.

The State and its officers and representatives at all levels are bound to observe the provisions of this Agreement.

In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

(a) There shall be no intimidation or coercion of anyone employed by the State into joining the Union or into continuing his/her membership therein;

(b) There shall be no interference with the right of anyone employed by the State, and within the applicable bargaining unit, to become a member of the Union or to continuing his/her membership therein;

(c) The Union agrees to fulfill its duties to represent all employees in the bargaining unit and to handle grievances for all employees in the bargaining unit, not merely for its members.

(d) There shall be no discrimination, restraint or coercion against anyone employed by the State because of his/her membership, non-membership in the Union, or Union activity;

(e) The employees recognize that the State has a right to require from every employee efficient and economical service in the performance of his/her duties;

(f) Employees shall promptly and efficiently execute the instructions and orders of their supervisors and of other authorized executives of the State; and

(g) The applicable procedures of this Agreement, including arbitration, shall be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly.

ARTICLE 45
Retirement

The State agrees to continue to provide retirement benefits to employees pursuant to applicable statutes.

ARTICLE 46
Rules and Regulations

In the event of a conflict between the provisions of this Agreement and the Personnel Rules or Departmental Rules or Regulations as they now exist, or may be from time to time amended, the provision of this Agreement shall apply.

ARTICLE 47
Safety and Health

The employer will take appropriate action to assure compliance with all laws concerning the health and safety of the employees working in State-owned or leased buildings.

The Union will cooperate by encouraging all employees to perform their work in a safe manner.

The Department of Health and Human Services will ensure that certification and re-certification training in behavioral management techniques will be provided to employees who provide direct care to patients, or clients residing in State operated psychiatric facilities or mental retardation crisis programs consistent with the certification and re-certification training requirements.

The Department of Corrections and the Department of Health and Human Services will ensure that training programs incorporate de-escalation techniques, methods of effectively managing anger/stress and appropriate self defense techniques.

If an employee believes he/she is assigned to duties where his/her safety and health may be endangered beyond what is usually expected for the applicable position, he/she shall bring the condition to the attention of his/her supervisor who shall take action in reference to the matter.

If there is a dispute concerning an alleged condition, it shall be entered as a grievance at Step 2 of the Grievance Procedure.

ARTICLE 48
Seniority

Seniority is defined as length of continuous service within the applicable organizational unit of the agency. Seniority applies only when the probationary period has been successfully completed.

New full time employees shall serve a probationary period of six (6) months starting with his/her first day of employment and will be added to the applicable seniority list at the end of said six (6) month period.

The initial probationary period may be extended, for a period not to exceed six (6) months, or until the employee has successfully completed any special training program required by the job classification, unless the State has failed to make the program available. Any Corrections employee who has satisfactorily completed his/her six (6) month probationary period and has not been certified through the Maine Criminal Justice Academy shall be granted permanent status subject to their satisfactory completion of the MCJA certification course. Failure to successfully complete said course shall be grounds for dismissal and not subject to the just cause provisions of the Discipline Article.

Any extension of the probationary period, except to complete training program requirements, shall be subject to the grievance procedure of this Agreement. Said grievance must be initiated by the involved employee.

Part-time employees shall accumulate seniority, as defined in this Article, based on the formula that upon completion of each one hundred seventy-three (173) hours in pay status shall equal one month's seniority.

Except for extenuating circumstances, each employee, upon completion of a probationary period of six (6) consecutive months of employment from the date of hire, shall be considered as having permanent status. Should the six (6) month probationary period be extended, the employee shall be notified in writing of the extension and the reasons therefor, prior to the expiration of the first six (6) month probationary period.

For the purpose of this provision only, layoffs of probationary employees at any EUT school which are caused by school vacations shall be considered extenuating circumstances and consecutive months could cover portions of two consecutive different school years.

Any employee may be dismissed without recourse to the grievance and arbitration procedure during his/her initial probationary period or any extension of same, or failure to successfully complete the required training program.

Any employee shall lose his/her seniority if he/she:

(a) voluntarily resigns from his/her employment;

(b) is discharged for just cause;

(c) is absent from work for a period of three (3) consecutive workdays without notifying the appropriate State authority, unless extenuating circumstances existed;

(d) is laid off and not recalled for work within two (2) years of the date of layoff;

(e) if the employee accepts promotion to a position, outside of the bargaining unit but within the agency, and fails to return to the bargaining unit within one (1) year of the date he/she left the bargaining unit; and

(f) fails to notify the appropriate State authority, within three (3) calendar days of the receipt of the notice of recall, of the intent to return to work, unless extenuating circumstances beyond the control of the employee prevent the employee from doing so.

The recalled employee must report for work, to the position for which recalled, within thirteen (13) calendar days of the date of receipt of the notice of recall if such notice has been mailed to the last known address. Failure to do so shall be considered as a break in service and terminates all rights of recall.

Notices of recall shall be sent by certified mail to the employee's last known address.

Employees on layoff are required to keep the appropriate State authority informed of their current address.

Layoffs and recalls to work for a period of four (4) workdays or less shall be deemed temporary and shall not be subject to the provisions of this Article.

Layoffs

In cases of layoffs and demotions in lieu of layoff, for periods of more than four (4) workdays, the procedure shall be as follows:

(a) the least senior employee(s) within the classification(s) and applicable organizational unit involved shall be laid off or may exercise his/her right to "bump" in lieu of layoff, in accordance with the provision of this section. Should such employee desire to be laid off, and not exercise his/her right to "bump", he/she may sign a waiver attesting to his/her desire to be laid off and subject to the conditions outlined in the waiver, copy of which is shown in Appendix A;

(b) in those instances where an employee is affected by (a) above, the affected employee may "bump" (1) the most junior employee within the applicable organizational unit in any occupationally related classification which he/she has the ability to efficiently perform without training in the skills of the job, or (2) the most junior employee in a classification the affected employee has previously held. If more than one employee is affected by (a) above, the affected employees are offered available bumping options in order of seniority (the most senior affected employee has first choice of available bumping options, then the next senior affected employee, and so on). The affected employee shall be placed on the highest step of the new pay range that results in a pay reduction. In any case, the employee may only "bump" employees in the same or lower rate ranges. The so-called "bumped" employee will follow the same procedure in exercising the right to "bump" if it is available;

(c) in those instances where the employee(s) affected in (a) above cannot exercise the right to "bump", such employee(s) shall be laid off;

(d) any employee who wishes to exercise the right to "bump" an employee with less seniority must possess the abilities to efficiently perform the duties of the classification "bumped" into and must have the present ability to perform all of the duties of the applicable classification, without training in the skills of the job;

(e) the State shall give employees about to be laid off a ten (10) workday notice of such layoff. Such employees shall be required to reply in writing within five (5) workdays of notice of layoff as to their decisions on layoff and displacement rights. Employees who are displaced as a result of the exercise of other employees' "bumping" rights pursuant to the provisions of this Article shall be given notice of a pending layoff as soon as practical and at least five (5) workdays before the effective date of the layoff. Such employees shall be required to reply in writing within five (5) workdays of notice of layoff as to their decision on layoff and displacement rights.

Promotions Outside the Bargaining Unit

An employee who accepts promotion to a position outside of the bargaining unit but within the agency, shall have the right to return to a vacant position within the bargaining unit provided such return is not occasioned by a layoff. If such employee returns to a position

within the bargaining unit within one (1) year of the date he/she left such unit, he/she shall be given:

(a) the State service seniority credited at the time he/she left the bargaining unit, including all time accrued in the position promoted to and any subsequent position held prior to returning to the bargaining unit;

(b) the total longevity credited at the time he/she returns to the bargaining unit;

(c) should no vacancy exist, such employee shall be considered to be on layoff from the last position held in the bargaining unit for a period of two (2) years minus time spent on the position outside the bargaining unit; and

(d) any employee returning to the bargaining unit must have been classified to the applicable position and have the abilities to perform the duties of the position without training in the skills of the classification.

Recalls

Recalls to work shall be made on the basis of (1) the most senior employee within the organizational unit and who has previously held the classification shall be the first to be recalled; and (2) ability to efficiently perform the duties of the open classification and without training in the skills of the job.

Recall registers shall carry the name of a former employee for a period of two (2) years from date of layoff.

Should a job vacancy occur in a classification held by an employee who exercised the right to "bump", the State must return the employee to such classification and the employee will be required to return to such original classification unless by mutual agreement between representative of Union and employer. If the employee refuses to return to his/her original job, he/she shall be considered as a voluntary quit.

No new employees shall be hired until all employees on layoff status from the applicable classifications have been recalled.

There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

Facility Closing

The parties agree to discuss facility closing language through Labor Management with recommendations presented to the parties by October 31, 2013. Any agreement on proposed language must be signed by the parties through the Office of Employee Relations and will require a vote of the AFSCME membership prior to becoming effective.

ARTICLE 49
Severability

In the event that any Article, section or portion of this Agreement is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, or shall have the effect of a loss to the State of funds or property or services made available through federal law, then such specific Article, section or portion specified in such decision or which is in such conflict or having such effect, shall be of no force and effect. Upon the issuance of such a decision, the parties agree to negotiate a substitute for such Article, section or portion thereof, provided that such decision does not involve a loss of funds to the State and provided further that the remainder of this Agreement shall continue in full force and effect. The parties agree to use their best efforts to contest any such loss of federal funds which may be threatened.

ARTICLE 50
Sick Leave

Sick leave shall be earned at the rate of one (1) workday for each completed full month of service. Service shall begin on the date of State employment and time on layoff, suspension, or leave without pay, except as otherwise provided by law or these rules, shall not be counted in determining the completion of a full month of service. The maximum amount of sick leave which employees may accumulate shall be one hundred and twenty (120) days. However, the amount of unused sick leave accruals which can be credited towards State service for retirement purposes shall continue as presently provided for by statute. When the maximum limitation has been accumulated, days that would normally thereafter be earned shall lapse but shall be recorded by the appointing authority. Any

employee who has such lapsed sick leave to his/her credit may apply to the Director of Human Resources to have the sick leave restored in the event of an extended illness. The Director of Human Resources at his/her discretion may authorize restoration of all or any part of the lapsed sick leave after thorough investigation, including complete medical reports of the illness requiring the continued absence of the employee. Part-time employees employed normally year round and established on a regular hourly work schedule shall be allowed sick leave credits prorated on the amount of time worked.

Employees may utilize their allowance of sick leave on the basis of application therefore, approved by their respective appointing authorities for absences necessitated by inability to perform the duties of their positions by reason of illness or injury, by necessity for acute medical or dental care, by exposure to contagious disease under circumstances in which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by attendance on duty, or by illness in the immediate family of the employee for such periods as the attendance of the employee shall be necessary. Immediate family as used in this Article shall mean the employee's spouse or significant other, the parents of the spouse or significant other, the children of the spouse or significant other, the parents, stepparents, guardian, children, stepchildren, brothers, stepbrothers, sisters, stepsisters, wards, grandparents and grandchildren of the employee. For the purposes of this Article, “significant other” means that a relationship exists between two people, neither of whom is married, that is intended to remain indefinitely and where there is joint responsibility for each other’s common welfare, there are significant shared financial obligations, and there is a shared primary residence. This relationship must have existed for at least six (6) continuous months before benefits under this Article may be provided. Employees are encouraged to consult with their agency/department Personnel Officer to determine if they are eligible for benefits under the Federal Family and Medical Leave Act. Either the appointing authority or the Director of Human Resources may require such medical examination or certificate as they deems necessary before approving the utilization of sick leave.

All sick leave shall expire on the date of separation from the State service, and no employee shall be reimbursed for sick leave outstanding at the time of termination of his/her State employment.

A former State employee who is reappointed within four (4) years of his/her separation from the service under the provisions of the Personnel Law and these rules, with probationary or permanent status, may have his/her previously accumulated and unused balance of sick leave revived and placed to his/her credit upon approval of the new appointing authority.

[Effective upon implementation of an Electronic Leave Accrual System]

ARTICLE 50
Sick Leave

Sick leave credit shall be earned at the rate of 3.7 hours for a completed full two (2) week period of service. Sick leave shall be earned from the employee's date of employment and the time on layoff, suspension or leave without pay, except as otherwise provided by law or these rules, shall not be counted in determining the completion of a full two (2) week pay period of service.

A part-time or intermittent employee shall earn sick leave as follows:

A part-time or intermittent employee shall earn .04625 hours of sick leave for each hour in pay status per two (2) week pay period. For part-time employees, "hours in pay status" shall be an employee's regularly scheduled hours. Employees may accumulate unused sick leave up to a maximum of nine hundred sixty (960) hours. However, the amount of unused sick leave accruals which can be credited towards State service for retirement purposes shall be seven hundred twenty (720) hours. For part-time or intermittent employees, the maximum accumulation of sick leave and the amount of unused sick leave which can be credited towards State service for retirement shall be a percentage of nine hundred sixty (960) hours and seven hundred twenty (720) hours, respectively, equal to twenty-five percent (25%) for each twenty (20) hours in pay status per two (2) week pay period. When the maximum limitation has been accumulated, days that would normally thereafter be earned shall lapse but shall be recorded by the appointing authority. Any employee who has such lapsed sick leave to his/her credit may

apply to the Director of Human Resources to have the sick leave restored in the event of an extended illness. The Director of Human Resources at his/her discretion may authorize restoration of all or any part of the lapsed sick leave after thorough investigation, including complete medical reports of the illness requiring the continued absence of the employee.

The current practices concerning the earning of sick leave credits for employees regularly scheduled to work in excess of forty (40) hours per week shall be continued.

Employees may utilize their allowance of sick leave on the basis of application therefore, approved by their respective appointing authorities for absences necessitated by inability to perform the duties of their positions by reason of illness or injury, by necessity for acute medical or dental care, by exposure to contagious disease under circumstances in which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by attendance on duty, or by illness in the immediate family of the employee for such periods as the attendance of the employee shall be necessary. Immediate family as used in this Article shall mean the employee's spouse or significant other, the parents of the spouse or significant other, the children of the spouse or significant other, the parents, stepparents, guardian, children, stepchildren, brothers, stepbrothers, sisters, stepsisters, wards, grandparents and grandchildren of the employee. For the purposes of this Article, “significant other” means that a relationship exists between two people, neither of whom is married, that is intended to remain indefinitely and where there is joint responsibility for each other’s common welfare, there are significant shared financial obligations, and there is a shared primary residence. This relationship must have existed for at least six (6) continuous months before benefits under this Article may be provided. Employees are encouraged to consult with their agency/department Personnel Officer to determine if they are eligible for benefits under the Federal Family and Medical Leave Act. Either the appointing authority or the Director of Human Resources may require such medical examination or certificate as they deem necessary before approving the utilization of sick leave.

All sick leave shall expire on the date of separation from the State service, and no employee shall be reimbursed for sick leave outstanding at the time of termination of his/her State employment.

A former State employee who is reappointed within four (4) years of his/her separation from the service under the provisions of the Personnel Law and these rules, with probationary or permanent status, may have his/her previously accumulated and unused balance of sick leave revived and placed to his/her credit upon approval of the new appointing authority.

ARTICLE 51
Temporary Transfers
(Acting Allowance)

When an employee is assigned temporarily with written notice by his/her appointing authority to a job for which he/she is qualified in a higher pay grade and actually performs the duties of the position for a period of five (5) or more consecutive workdays, the employee shall be paid retroactively from the start of the temporary transfer for the duration of the temporary assignment. Any employee regularly scheduled on a four (4) day workweek who is assigned in writing and performs work in a higher pay grade for four (4) consecutive days or more shall be paid retroactively to the first day. The employee shall be paid one (1) step higher in his/her current grade or the minimum of the job to which he/she is assigned, or at the step in the pay grade of the job to which he/she has been assigned that is at least five percent (5%) higher than his/her current base rate of pay (current base rate is the pay noted on the pay scale without any additions for direct care, longevity, etc.), whichever is greater. All other pay components (direct care, longevity, retirement, etc.) shall be paid consistent with the AFSCME contract, regardless of the bargaining unit of the position of the temporary transfer/acting capacity assignment. An AFSCME member working in an acting (temporary) assignment may be assigned for up to one year. In no event may an employee acquire any status in a higher classification as a result of his/her temporary assignment.

ARTICLE 52
Transfers

Employees in any classification who have the present ability to perform the necessary work shall have the right to elect to transfer to any vacancy in their classification in line with their seniority, but

recognizing the needs of the institution and extenuating circumstances. Employees in the classifications of Habilitation Aide and Mental Health Worker II, who have the present ability to perform the necessary work shall have the right to elect to transfer to positions within either classification in line with their seniority.

Recognizing the needs of the institution and extenuating circumstances, an employee may exercise his/her seniority for the purpose of changing work sites, work shifts or workweek when an opening occurs within his/her classification on another work site, work shift or workweek and within the same organizational unit.

Employees of the Maine State Prison (MSP) at the time the 2015-2017 ISU Agreement becomes effective shall continue to bid on posts at MSP as they did prior to the effective date of the 2015-2017 ISU Agreement. However, employees hired into positions at the Maine State Prison after the effective date of the 2015-2017 ISU Agreement shall only bid on and be awarded shifts and days off in the same manner as the bid process at MCC; post assignments will be determined by MSP management.

An employee who desires a transfer (as set forth above) shall make an application in writing to the person designated on the posting, requesting such transfer.

Employees requesting a transfer from one organizational unit to another will be given an opportunity to interview for the position. Employees transferring from one organizational unit to another organizational unit within the jurisdiction of the Departments of Health and Human Services, Corrections, and Educational and Cultural Services (positions within the bargaining unit) may be made with the approval of the Commissioner(s) of the Department(s) involved and the consent of the institutional heads concerned, provided the positions are in the same job classification. Employees transferring from one organizational unit to another shall carry with them state service longevity, as defined and applied to retirement and vacation accrual, but not carry their organizational unit seniority as it applies to transfer (bid) rights and vacation selections.

An employee may exercise his/her transfer rights no more than once every six (6) months.

ARTICLE 53
Uniforms and Protective Clothing

The State agrees to provide uniforms and protective clothing and safety items to employees who are required to wear or carry such items.

Where the State is presently providing a uniform and/or clothing allowance, it shall continue to do so.

Additionally, protective clothing and safety items may include handcuffs and other restraint gear, pepper spray, communication devices such as radios and man-down alerts, as well as other safety equipment, duty belts, key clips, mace, glove case holders, flashlights, flashlight holders, clips for radios, and handcuff cases as may be appropriate for the adult or juvenile correctional facilities, and will be issued after any training requirements are met.

ARTICLE 54
Union Security

1. Selection of Fee

Any employee covered by this Agreement shall be required to choose from the options of membership in AFSCME Council 93 or payment to AFSCME Council 93 of a service fee equal to their pro-rata share of the costs to AFSCME Council 93 that are germane to collective bargaining and contract administration as defined by law.

Employees shall be required to (a) sign a written payroll deduction authorization form authorizing deduction from their pay of the membership dues or service fee, or (b) tender the amount of the service fee due to the union, or (c) indicate in writing their religious objection to such fee and make contributions at least equal in amount to the service fee to a non-religious charitable organization mutually agreed upon by the employee so objecting and the Union. Employees choosing (b) or (c) shall make payments within ten (10) days after each payday.

The obligation to pay fees or dues shall become effective at the start of the pay period commencing closest to but not earlier than the thirtieth day after the end of their initial six months of probation.

2. Calculation of Service Fee

AFSCME Council 93 shall determine the amount of the service fee to be charged to non-members, consistent with both applicable law and this Article and shall certify to the State the amount of the service fee.

3. Change of Status

Any employee may eliminate their payroll deduction for AFSCME Council 93 membership or for the service fee at any time by providing written notice to the employee's payroll officer at least one pay period in advance of the change.

Employees may change their payroll deduction options regarding AFSCME Council 93 membership or service fee status during the months of June and December. The right to join AFSCME Council 93 shall be determined by the Union's own Constitution and Bylaws. Employees may otherwise change their status with regard to membership in AFSCME Council 93 or service fee payer status at any time by providing written notice to the employee's payroll officer at least one pay period in advance of the change. Employees who are members of AFSCME Council 93 may resign their membership at any time and revert to payment of the service fee described above or terminate payroll deduction and tender the required service fee or dues directly to AFSCME Council 93.

4. Payments and Deductions

It shall be the sole responsibility of AFSCME Council 93 to collect its dues or service fees and to verify contributions made in lieu of service fees. No payroll deduction of service fees shall be made from workers' compensation benefits or for any payroll period in which earnings received are insufficient to cover the amount of the deduction, nor shall such deductions be made from subsequent payrolls to retroactively cover the period in question. Employees shall not be penalized for failing to pay service fees for any such pay period(s).

5. Notice and Audit

AFSCME Council 93 shall calculate the amount of the fee after the close of its annual audit, based on the expenditures reflected in the most recent available audited records. That calculation shall also be audited to verify that the union's records have actually been audited; have been correctly reproduced from the audit report, and that the union has performed any mathematical adjustments correctly, and for any other purpose required by law. The fee will be effective on a pay date at least 30 days after the notice described below has been mailed to members of the bargaining unit, or provided to newly eligible employees.

Once the audit is complete, AFSCME Council 93 shall prepare a notice, consistent with applicable law, to all employees covered by this Agreement. Such notice shall be updated annually and shall explain the choices and indicate that the sums determined to be the service fee were audited by an independent auditor based on the union's financial records for its most recent fiscal year. The notices shall include all information required by applicable law, including at a minimum, the major categories of expenses, as reflected in the audit; whether each expense will be included in the service fee; the identity of the auditor(s); and the opinion of each audit, including the opinion included in any adjusted audit(s). The State agrees to distribute this notice and dues deduction forms, provided by AFSCME Council 93, to new employees at the time they are hired. AFSCME Council 93 shall provide notices required by law to all current bargaining unit employees. Any change in the amount of the service fee to be deducted shall be certified to the Office of Employee Relations by the Treasurer of AFSCME Council 93 at least thirty (30) days in advance of the change.

6. Religious Objectors

In the event that any employee covered hereby is a member of and adheres to a bona fide religion, body or sect, which has historically held conscientious objections to financially support public employee organizations or labor organizations, that employee shall have the right to refuse to make service fee payments; provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the

service fee to a non-religious charitable organization mutually agreed upon by the employee so refusing and the Union. Part-time employees' contributions to non-religious charitable organizations shall coincide in amount with the payments of those part-time employees paying the service fee. AFSCME Council 93 shall not unreasonably deny the choice of such non-religious charitable organization suggested by the employee.

7. Disputes

The amount of the service fee shall be subject to review pursuant to the American Arbitration Association's Rules for Impartial Determination of Union Fees. Pending resolution of any such dispute, the disputed amount of fees shall be placed in an interest-bearing escrow account. AFSCME Council 93 shall pay for any maintenance fees associated with such escrow accounts. The State shall not be liable for any fees, costs, damages, expenses, or any other form of liability involved with regard to such escrow accounts.

AFSCME Council 93 is solely responsible for payment of the fee charged by AAA for the cost of providing necessary administrative services. The arbitrator will be compensated by AFSCME Council 93, in accordance with the per-diem rate currently on file for that arbitrator with the AAA, and shall be reimbursed for expenses by AFSCME Council 93. Attorneys' fees, witness fees, and other expenses shall be borne by the respective parties. No fees, costs, damages, expenses, or other form of liability involved with regard to arbitration shall be borne by the State.

In the event a dispute under this Article is submitted to arbitration, the arbitrator shall have no power or authority to order the State to pay such service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize the payment of the service fee in accordance with this Article, the only remedy shall be to order the State to immediately begin automatic deduction of the service fee, provided such deduction is permitted by law.

8. Indemnification

AFSCME Council 93 agrees that it shall indemnify, defend, reimburse, and hold the State harmless against any claim, demand, suit, cost, expense, damages, or any other form of liability, including attorneys' fees, costs, or other liability arising from or incurred as a result of any act taken or not taken by the State, its members, officers, agents, employees, or representatives in complying with or carrying out the provisions of this Article. AFSCME Council 93 will intervene in and defend any administrative or court litigation concerning the propriety of any act taken or not taken by the State. In such litigation the State shall have no obligation to defend its act taken or not taken.

9. Severability

Should the United States Supreme Court, the First Circuit Court of Appeals or any Court in Maine hold indemnity clauses relating to union security void or unenforceable on Constitutional or public policy reasons, this Article shall be stricken in its entirety upon written notification to AFSCME Council 93 by the State. Should any Court find the indemnity clause in this Article to be void or unenforceable for any reason, this Article shall be stricken in its entirety upon written notification to AFSCME Council 93 by the State. Should the State provide such written notification, the parties shall enter into negotiations regarding a replacement Union Security Article.

ARTICLE 55
Unpaid Leave of Absence

An employee shall be eligible for an unpaid illness leave of absence upon completion of six (6) months' continuous service.

An employee shall be eligible for another type of unpaid leave of absence upon completion of his/her initial probationary period or justified extension thereof.

An unpaid leave of absence may be granted at the discretion of the appointing authority or his/her designee, and will be in writing and shall not be arbitrarily or unreasonably withheld. Any dispute concerning the failure to grant a leave shall be entered at Step 3 of the Grievance Procedure. Employees who obtain leave under false

pretenses, or use their leave for purposes other than specified at the time of approval, will be terminated.

Time spent on a leave of absence other than an unpaid sick leave shall not be credited toward seniority or longevity.

Time spent on unpaid sick leave shall be credited toward seniority but not longevity.

Any application must be in writing and specifically state reasons for such application and the length of time requested. Should the reason be for unpaid sick leave, such request must be substantiated with a physician's statement and the cost of such statement will be paid by the employee.

Upon return to work after completion of a period of a leave of absence, the employee shall be returned to the organizational unit and position held immediately prior to the beginning of the leave of absence.

Cancellation of Leaves of Absence

All leaves of absence shall be subject to the condition that the appointing authority may cancel the leave for just cause at any time upon prior written notice to the employee, specifying a reasonable date of termination of the leave, and the reason for such cancellation.

Upon prior notice to the employee, an approved leave of absence may be canceled at any time it is found that the employee is using the leave for purposes other than those specified at the time of approval.

Sick or Personal Injury Leave Without Pay

Upon application of an employee who has exhausted his/her paid sick leave time, a leave of absence without pay shall be granted by an appointing authority for a period of disability because of sickness or injury the first time a request is made for the same illness. The appointing authority may, from time to time, require that the employee submit a certificate from the attending physician certifying the need for continued leave, or from a designated physician (the fee of the designated physician shall be paid for by the State). In the event of a failure or refusal to supply such certificate, the appointing authority may cancel such sick leave and require the employee to report for duty on a specified date. Should the employee

fail to report as required, his/her employment shall be terminated. Employees are encouraged to consult with their agency/department Personnel Officer to determine if they are eligible for benefits under the Federal Family and Medical Leave Act.

Leaves of Absences Without Pay

Employees covered by this Agreement may be allowed to be absent from duty without pay for a period not exceeding a total of twelve (12) months in any fourteen (14) consecutive months on the basis of applications for leave without pay approved by their respective appointing authorities.

Childbearing and Adoption Leave

Unpaid childbearing or adoption leave shall be granted to an employee for a period not to exceed six (6) months exclusive of any period of disability covered in the Sick Leave Article. Employees shall have the opportunity of using accumulated compensatory time and annual leave during said period. Employees shall be allowed to retain insurance benefits during such leave. Except during any period covered by the use of compensatory time or annual leave, retention of insurance benefits shall be at the employee's expense. Employees are encouraged to consult with their agency/department Personnel Officer to determine if they are eligible for benefits available under the State or federal family and medical leave act. Employees may request up to an additional three (3) months extension for medical reasons provided they request this extension at least two (2) weeks prior to the date of return to work.

Except in cases of unpaid sick leave, employees must submit in writing his/her intent to return to work from an unpaid leave of absence at least two (2) weeks in advance of the date of the employee's return to work.

ARTICLE 56
Use of State Facilities

The State shall continue to provide to AFSCME use of available appropriate State facilities under the same guidelines, procedures and restrictions, subject to prior approval, as heretofore established.

AFSCME shall reimburse the State for any additional costs occasioned by use of State facilities pursuant to this Article.

All meetings in State facilities shall be held during the employee's non-work time, and in non-work areas, and attendance shall be voluntary.

Nothing contained herein shall be construed to allow AFSCME or its representatives and members use of office space, internal mail services or photocopying or any other equipment for Union business.

In no event may such use of State facilities interfere with the performance of employees' duties, violate the agency's security regulations and policies or constitute an annoyance to the general public.

ARTICLE 57
Vacation

Each employee shall earn vacation with pay on the following basis: One (1) workday shall be earned for each completed full month, or hourly equivalent, of service during the first five (5) years of employment with the State. Thereafter, provided the last three (3) years of service have been continuous, vacation shall be earned on the following basis: for each completed full month, or hourly equivalent, of employment with the State, one and one-fourth (1¼) days shall be earned until ten (10) years have been completed; one and one-half (1½) days shall be earned until fifteen (15) years have been completed; one and three-fourths (1 3/4) days shall be earned until twenty (20) years have been completed; thereafter, two (2) days shall be earned.

Service shall begin on the date of State employment, and time on layoff, suspension or leave without pay shall not be counted in determining the date of completion of a full month or a full year of service except as otherwise provided by law or this Agreement.

Vacation shall be granted at the time requested by the employee when possible. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his/her choice of vacation period in the event of any conflict over vacation period. In the event of disagreement, the appointing authority will make the final determination on the number of employees to be granted vacation at any one time.

Any vacation leave schedule, by written request, that is over thirty (30) days old shall not be canceled by a more senior employee's request. This policy is in effect unless other provisions are mutually agreed upon between the parties on an institution by institution basis. Any request for vacation time made more than thirty (30) days prior to the request for time off shall be answered within ten (10) workdays of the receipt of the request.

Employees having less than fifteen (15) complete years of service may accumulate vacation leave to a total of thirty (30) workdays. Those employees having more than fifteen (15) years of service, the last five (5) years of which have been continuous, may accumulate to a total of forty (40) workdays, provided, however, that an employee who is about to lose a day of vacation leave because of the limitation of accrual imposed by this Article, upon advance notice to the appointing authority may within the thirty (30) calendar days following, absent himself/herself with the consent of his/her appointing authority to prevent the loss of such day.

Maximum accrual limits shall not apply to those employees on military leave.

Any employee who is separated from State service by layoff, resignation, death or otherwise, shall be paid, or shall have payment made to his/her estate, for the number of working days or unused vacation leave up to the maximum allowed under this Article.

If an employee is allowed to utilize accrued vacation credits prior to separation in lieu of a lump sum payment, accrual of additional vacation, sick leave or holiday credits shall cease with the commencement of such leave.

Employees shall be paid a vacation advance for scheduled periods of vacation of one (1) week or more provided they submit a written request for such advance three (3) weeks prior to the payday on which they want to receive payment.

[Effective upon implementation of an Electronic Leave Accrual System]

ARTICLE 57
Vacation

1. Each employee shall earn vacation with pay on the following basis: 3.7 hours shall be earned for each completed full two-week pay period of service during the first five (5) years of service

with the State. Thereafter, provided the last three (3) years of service have been continuous, vacation shall be earned on the following basis: for each completed two-week pay period of service with the State, 4.7 hours shall be earned until ten (10) years have been completed and 5.6 hours shall be earned until fifteen (15) years have been completed; 6.5 hours shall be earned until twenty (20) years have been completed; thereafter, 7.4 hours shall be earned. Part-time and intermittent employees shall earn vacation credits at the higher rate after having worked for the State for the required number of calendar years specified above. Such credits to be earned as follows:

a. A part-time or intermittent employee with less than five (5) years of service shall earn .04624 hours of vacation for each hour in pay status per two-week period;

b. Provided the last three (3) years of service have been continuous, a part-time or intermittent employee with at least five (5) years but less than ten (10) years of service shall earn .05875 hours of vacation for each hour in pay status per two-week pay period;

c. Provided the last three (3) years of service have been continuous, a part-time or intermittent employee with at least ten (10) years but less than fifteen (15) years of service shall earn .07 hours of vacation for each hour in pay status per two-week pay period;

d. Provided the last three (3) years of service have been continuous, a part-time or intermittent employee with at least fifteen (15) years but less than twenty (20) years of service shall earn .08125 hours of vacation for each hour in pay status per two-week pay period;

e. Provided the last three (3) years of service have been continuous, a part-time or intermittent employee with at least twenty (20) years of service shall earn .0925 hours of vacation for each hour in pay status per two-week pay period. The part-time employee's hours and pay status shall be an employee's regularly scheduled hours.

The current practices concerning the earning of vacation leave credits for employees regularly scheduled to work in excess of forty (40) hours per week shall be continued.

Service shall begin on the date of State employment, and time on layoff, suspension or leave without pay shall not be counted in determining the date of completion of the two-week pay period of

service or a full year of service except as otherwise provided by law or this Agreement.

Vacation shall be granted at the time requested by the employee when possible. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his/her choice of vacation period in the event of any conflict over vacation period. In the event of disagreement, the appointing authority will make the final determination on the number of employees to be granted vacation at any one time.

Any vacation leave schedule, by written request, that is over thirty (30) days old shall not be canceled by a more senior employee's request. This policy is in effect unless other provisions are mutually agreed upon between the parties on an institution by institution basis. Any request for vacation time made more than thirty (30) days prior to the request for time off shall be answered within ten (10) workdays of the receipt of the request.

Employees with less than fifteen (15) years of continuous State service shall be entitled to accumulate two hundred forty (240) hours of unused vacation leave and shall be compensated for accumulated vacation leave credits upon termination of State service. Employees with fifteen (15) years or more of continuous State service shall be entitled to accumulate three hundred and twenty (320) hours of unused vacation leave, for which they shall be paid upon separation. However, a maximum of two hundred forty (240) hours pay on unused vacation shall be credited towards an employee's average final compensation upon retirement. For part-time and intermittent employees, the maximum amount of accumulated vacation leave and the amount of vacation leave to be paid upon separation shall be a percentage of two hundred forty (240) hours, or three hundred and twenty (320) hours, which is equal to twenty-five percent (25%) for each twenty (20) hours in pay status per two-week pay period.

Maximum accrual limits shall not apply to those employees on military leave.

Any employee who is separated from State service by layoff, resignation, death or otherwise, shall be paid, or shall have payment made to his/her estate, for the number of working days or unused vacation leave up to the maximum allowed under this Article.

If an employee is allowed to utilize accrued vacation credits prior to separation in lieu of a lump sum payment, accrual of

additional vacation, sick leave or holiday credits shall cease with the commencement of such leave.

Employees shall be paid a vacation advance for scheduled periods of vacation of one (1) week or more provided they submit a written request for such advance three (3) weeks prior to the payday on which they want to receive payment.

ARTICLE 58
Withdrawal of Resignation

An employee is required to submit to the employer, at least fifteen (15) calendar days prior to the effective date of his/her resignation, a written notice of resignation. During the first five (5) days of such fifteen (15) day period the employee may retract his/her resignation without prejudice and such retraction must be accepted by the employer. Any retraction of the written resignation, presented by the employee during the period beginning ten (10) days prior to the effective date of the written resignation and extending through the period of ten (10) days after the effective date of the resignation, may be accepted at the sole discretion of the appointing authority of the applicable agency.

ARTICLE 59
Work Breaks

The State shall continue its present policies concerning work breaks for those employees presently receiving breaks, unless there is a bona fide change in operational needs.

ARTICLE 60
Work Rules

The State will notify the Union ten (10) calendar days prior to the effective date of any new rule, regulation, modification or amendment to existing work rules.

Any new rule or modification of existing work rules shall not be inconsistent with the provisions of this Agreement.

When existing rules are changed or new rules established, they shall be posted for five (5) consecutive workdays during a period Monday through Friday before becoming effective.

Employees shall comply with all reasonable work rules.

ARTICLE 61
Work Stoppage and Slowdown

Employees within the bargaining unit, the Union, and its officers at all levels, agree that they will not instigate, promote, sponsor, condone, or engage in any work stoppage, sympathy work stoppage, slowdown, picketing or any other interruption of the operations of the State.

"Work stoppage" means, during the term of this Agreement, the concerted failure by employees to report for duty, the concerted absence of employees from work, the concerted stoppage of work, the concerted slowdown in the full and faithful performance of duties by an employee or group of employees, the concerted submission of resignations, participation in a deliberate and concerted course of action and conduct which adversely affects the services of the State.

The officers of the Union, at all levels, individually and collectively, agree that it is their continuing obligation and responsibility to maintain compliance with this Article, including the remaining at work during any interruption or slowdown of work which may take place.

The parties agree that the grievance procedure is the sole and exclusive means of settling grievances under this Agreement.

ARTICLE 62
Workers' Compensation

The State shall make every possible effort to promptly pay all compensation awards in accordance with the decisions of the Workers' Compensation Commission. Upon each award of the Workers' Compensation Commission, interest shall be assessed from the date on which the petition is filed at a rate of six percent (6%) per year, provided that if the prevailing party at any time requests and obtains a continuance for a period in excess of thirty (30) days interest will be suspended for the duration of the continuance. From and after the date of the decree, interest shall be allowed at the rate of ten percent (10%) per year.

Where an employee has been unable to work for one (1) year, the employee may be terminated from his/her position. Such termination shall not be considered disciplinary in any way. If the employee later becomes capable of performing the job duties of the

position from which he/she was terminated, the employee may return to that position if it is vacant. If that position is filled, unfunded, or no longer exists, then the employee shall be entitled to be placed in a vacant position, or the next available position if no such vacancy exists in the same classification within the department or agency and for which the employee is qualified, and shall be treated as if on layoff status.

If an employee who is terminated pursuant to this Article is eligible for and makes application for disability retirement, the State shall continue to provide the employee's group health insurance and shall continue to pay the cost of the employee's coverage, as well as sixty percent (60%) of the dependent coverage, until the employee receives his/her first disability retirement check or until six (6) months after the termination, whichever occurs first.

In the event that any employee who has been terminated pursuant to this Article regains a work capacity and returns to work, the employee shall not lose the benefit of any prior years of State service immediately preceding his/her termination, for purposes of retirement, seniority, vacation accrual rate, restoration of sick leave credits, and longevity pay.

ARTICLE 63
Term of Agreement
Termination

Term of Agreement

This Agreement shall be effective from July 7, 2015 through June 30, 2017, unless otherwise specifically provided herein.

Termination

Unless otherwise specifically provided for herein, this Agreement shall apply to those employees in the bargaining unit on the date of the signing of this Agreement and shall be effective as of July 7, 2015 and shall remain in full force and effect until the 30th day of June 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such

notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations or until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

In witness whereof, the parties hereto have set their hands this 7th day of July, 2015.

ADDENDUM TO
INSTITUTIONAL SERVICES AGREEMENT

For the term of this 2015-2017 Agreement, full-time employees in the following classifications at the Department of Corrections will continue to be scheduled to work at least five (5) hours (based on schedule) beyond their regular eighty (80) hour schedule each pay period:

Correctional Care and Treatment Worker
Correctional Acuity Specialist
Correctional Cook Supervisor
Correctional Corporal
Correctional Officer
Correctional Officer/Cook
Correctional Officer/Trades Instructor
Correctional Sergeant
Correctional Trades Shop Supervisor
Correctional Trades Supervisor
Institutional Clothing Supervisor
Juvenile Program Specialist
Juvenile Program Worker
MCC Retail Store Manager
Prison Retail Store Manager
Prison Steward
Supv Recreation

Duties performed during regularly scheduled overtime periods shall be determined by Management at each institution.

MEMORANDUM OF AGREEMENT
STATE OF MAINE
And
COUNCIL 93, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

The State agrees to add to the listing of Institutional Services classifications and pay grades of positions represented by AFSCME an identifier for whether a classification is Direct Hire or whether the Bureau of Human Resources provides a Certificate of Eligible Candidates. The intent of this identifier is to assist members in understanding which language of the Promotions Article applies to a classification.

The parties recognize that the listing of classifications, pay grades, and whether or not a position is direct hire, is a snapshot only—done at the time the contract is prepared for printing. The listing does not bind either party, as it may change during the life of a contract.

Tentatively agreed to this 22nd day of May, 2012:

Breena Whitcomb 5/22/12
For the State
Breena Whitcomb
Chief Negotiator
Office of Employee Relations

James Mackie 5/22/12
For AFSCME
Jim Mackie
Chief Negotiator

INSTITUTIONAL SERVICES

JOB CLASS TITLE	JOB SALARY GRADE	DIRECT HIRE/ BHR CERT
ASST TEAM LEADER	17	Direct Hire
COOK I	08	Direct Hire
COOK II	12	Direct Hire
COOK III	17	Direct Hire
CORRECTIONAL CARE & TREATMENT WORKER	18	BHR Cert
CORRECTIONAL ACUITY SPECIALIST	19	BHR Cert
CORRECTIONAL COOK SUPV	18	Direct Hire
CORRECTIONAL CORPORAL	17	BHR Cert
CORRECTIONAL CORPORAL K9	18	BHR Cert
CORRECTIONAL OFFICER	16	Direct Hire
CORRECTIONAL SERGEANT	19	BHR Cert
CORRECTIONAL TRADES SHOP SUPV	18	BHR Cert
CORRECTIONAL TRADES SUPV	20	BHR Cert
DIET COORDINATOR	10	Direct Hire
FOOD SERVICE WORKER	05	Direct Hire
HABILITATION AIDE	14	Direct Hire
HOSPITAL WARD CLERK	08	Direct Hire
INSTITUTIONAL CLOTHING SUPV	11	Direct Hire
JUV COMM REINTEGRATION SPEC	19	BHR Cert
JUVENILE PROGRAM SPECIALIST	19	BHR Cert
JUVENILE PROGRAM WORKER	16	Direct Hire
LAUNDRY WORKER II	08	Direct Hire
MCC RETAIL STORE MANAGER	16	BHR Cert
MENTAL HEALTH WORKER I	11	Direct Hire
MENTAL HEALTH WORKER II	14	Direct Hire
MENTAL HEALTH WORKER III	17	Direct Hire
PRISON RETAIL STORE MANAGER	18	BHR Cert
PRISON STEWARD	19	BHR Cert
SUPV RECREATION	20	BHR Cert
TRANSITIONAL DUTY (AFSCME)		

APPENDIX A
WAIVER OF SENIORITY

_____
(Name)

_____ _____
(Agency) (Department)

My continuous service date is _____. I hereby choose not to exercise my seniority privileges in relation to the layoff procedures of the State. Despite the fact that I have the privilege of displacing a junior employee, I hereby request that I be laid off without regard to such privilege of displacement.

I understand I will be recalled only to a future vacancy in the position of _____ and that I will be subject to recall for a period of two (2) years from _____.

I also understand I may cancel this waiver at any time during the aforementioned two (2) year period. Should I do so, I will be subject to recall 1. within the applicable organizational unit to any position that I have previously held that may become vacant, the duties of which I have the ability to efficiently perform without training in the skills of the position, or 2. to any vacancy, within the applicable organizational unit that is within the occupationally related classification from which I was originally laid off.

_____ _____
(Date) (Employee Signature)

_____ _____
(Date) (Witness)

The foregoing waiver has been accepted by the State and the above-mentioned employee is laid off beginning _____.

_____ _____
(Date) (Name)

APPENDIX B

DEFINITIONS

ACCREDITED UNION REPRESENTATIVES - Whenever the term "accredited Union representatives" is used, it shall refer to the elected officers, chief stewards and steward of Council #93, American Federation of State, County and Municipal Employees.

DAY(S) - Whenever the term "day(s)" is used, it shall refer to calendar day(s).

DIRECT CARE - For the purposes of the Direct Care Stipend, Direct Care refers to employees of the Institutional Services Bargaining Unit who during the course of their work provide services and/or treatment that is essential to the everyday security, health and well- being of residents of the State institutions and/or State wards.

DULY AUTHORIZED REPRESENTATIVES - Whenever the term "duly authorized representatives" is used, it shall refer to the staff of Council #93, American Federation of State, County and Municipal Employees, AFL-CIO, and/or staff of the International AFSCME Union.

EMERGENCY SITUATIONS - Whenever the term "emergency situation" is used, it shall refer to situations over which the employer has no control.

EMPLOYEE - Whenever the term "employee" is used, it shall refer to the employees within the Institutional Services Bargaining Unit as defined in the Recognition Article.

EMPLOYER - Whenever the term "employer" is used, it shall refer to the Executive Branch of the State of Maine, United States of America.

LONGEVITY - Longevity is defined as an employee's length of continuous service with the employer since his/her last date of hire.

NUMBER - Whenever the singular is used, it is to include the plural unless otherwise expressly provided or clearly indicated by the context.

REASSIGNMENT - Whenever the term "reassignment" is used, it shall refer to the assignment of an employee from one work site or shift to another work site or shift on the basis of seniority, unless special skills are required for the assignment.

STEWARD - Whenever the term "steward" is used, it shall refer to employees selected by the Union to represent them in matters related to this Agreement.

UNION - Whenever the term "Union" is used, it shall refer to Council #93, American Federation of State, County and Municipal Employees, AFL-CIO.

VACANCY - Whenever the term "vacancy" is used, it shall refer to an unoccupied position.

WORK SCHEDULE - Whenever the term "work schedule" is used, it shall refer to the different work shifts that are set up to provide the coverage needed in that institution.

WORKSHIFT - Whenever the term "workshift" is used, it shall refer to the time that any employee is regularly scheduled to work, on any given day.

APPENDIX C

ORGANIZATIONAL UNITS FOR INSTITUTIONAL SERVICES

Aroostook - OADS Crisis Prevention Services

Augusta Area - OADS Crisis Prevention Services

Bangor Area - OADS Crisis Prevention Services

Portland Area - OADS Crisis Prevention Services

DHHS Mental Health Services

Dorothea Dix Psychiatric Center

Riverview Psychiatric Center

Charleston Correctional Facility

Downeast Correctional Facility

Long Creek Youth Development Center

Maine Correctional Center

Maine State Prison and Bolduc Correctional Facility

Mountain View Youth Development Center

Southern Maine Re-Entry Center *The MOA for Southern Maine Re-Entry Center (SMRC) governs organizational units for employees at SMRC. If/when SMRC moves to the grounds of the Maine Correctional Center (MCC), SMRC and MCC will be one organizational unit identified as "Maine Correctional Center."

EUT - Education in the Unorganized Territories

Bureau of Human Resources			Standard Salary Schedule						
			for						
Salary Specification = 06			Institutional						
Effective from 09/01/2015									
	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	1	9.38	9.75	10.10	10.48	10.92	11.23	11.56	12.04
Weekly		375.20	390.00	404.00	419.20	436.80	449.20	462.40	481.60
BiWeekly		750.40	780.00	808.00	838.40	873.60	898.40	924.80	963.20
Annual		19,510.40	20,280.00	21,008.00	21,798.40	22,713.60	23,358.40	24,044.80	25,043.20
Prem Rate		14.07	14.63	15.15	15.72	16.38	16.85	17.34	18.06
Hourly	2	9.58	9.95	10.35	10.75	11.17	11.50	11.87	12.33
Weekly		383.20	398.00	414.00	430.00	446.80	460.00	474.80	493.20
BiWeekly		766.40	796.00	828.00	860.00	893.60	920.00	949.60	986.40
Annual		19,926.40	20,696.00	21,528.00	22,360.00	23,233.60	23,920.00	24,689.60	25,646.40
Prem Rate		14.37	14.93	15.53	16.13	16.76	17.25	17.81	18.50
Hourly	3	9.75	10.10	10.48	10.92	11.38	11.71	12.07	12.54
Weekly		390.00	404.00	419.20	436.80	455.20	468.40	482.80	501.60
BiWeekly		780.00	808.00	838.40	873.60	910.40	936.80	965.60	1,003.20
Annual		20,280.00	21,008.00	21,798.40	22,713.60	23,670.40	24,356.80	25,105.60	26,083.20
Prem Rate		14.63	15.15	15.72	16.38	17.07	17.57	18.11	18.81
Hourly	4	9.97	10.35	10.72	11.14	11.56	11.93	12.27	12.77
Weekly		398.80	414.00	428.80	445.60	462.40	477.20	490.80	510.80
BiWeekly		797.60	828.00	857.60	891.20	924.80	954.40	981.60	1,021.60
Annual		20,737.60	21,528.00	22,297.60	23,171.20	24,044.80	24,814.40	25,521.60	26,561.60
Prem Rate		14.96	15.53	16.08	16.71	17.34	17.90	18.41	19.16
Hourly	5	10.16	10.52	10.98	11.42	11.88	12.22	12.58	13.10
Weekly		406.40	420.80	439.20	456.80	475.20	488.80	503.20	524.00
BiWeekly		812.80	841.60	878.40	913.60	950.40	977.60	1,006.40	1,048.00
Annual		21,132.80	21,881.60	22,838.40	23,753.60	24,710.40	25,417.60	26,166.40	27,248.00
Prem Rate		15.24	15.78	16.47	17.13	17.82	18.33	18.87	19.65

Bureau of Human Resources			Standard Salary Schedule						
			for						
Salary Specification = 06			Institutional						
Effective from 09/01/2015									
	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	6	10.38	10.83	11.20	11.63	12.12	12.48	12.86	13.37
Weekly		415.20	433.20	448.00	465.20	484.80	499.20	514.40	534.80
BiWeekly		830.40	866.40	896.00	930.40	969.60	998.40	1,028.80	1,069.60
Annual		21,590.40	22,526.40	23,296.00	24,190.40	25,209.60	25,958.40	26,748.80	27,809.60
Prem Rate		15.57	16.25	16.80	17.45	18.18	18.72	19.29	20.06
Hourly	7	10.65	11.05	11.51	11.96	12.41	12.78	13.16	13.68
Weekly		426.00	442.00	460.40	478.40	496.40	511.20	526.40	547.20
BiWeekly		852.00	884.00	920.80	956.80	992.80	1,022.40	1,052.80	1,094.40
Annual		22,152.00	22,984.00	23,940.80	24,876.80	25,812.80	26,582.40	27,372.80	28,454.40
Prem Rate		15.98	16.58	17.27	17.94	18.62	19.17	19.74	20.52
Hourly	8	10.93	11.37	11.83	12.29	12.77	13.15	13.54	14.10
Weekly		437.20	454.80	473.20	491.60	510.80	526.00	541.60	564.00
BiWeekly		874.40	909.60	946.40	983.20	1,021.60	1,052.00	1,083.20	1,128.00
Annual		22,734.40	23,649.60	24,606.40	25,563.20	26,561.60	27,352.00	28,163.20	29,328.00
Prem Rate		16.40	17.06	17.75	18.44	19.16	19.73	20.31	21.15
Hourly	9	11.20	11.63	12.14	12.61	13.12	13.50	13.92	14.46
Weekly		448.00	465.20	485.60	504.40	524.80	540.00	556.80	578.40
BiWeekly		896.00	930.40	971.20	1,008.80	1,049.60	1,080.00	1,113.60	1,156.80
Annual		23,296.00	24,190.40	25,251.20	26,228.80	27,289.60	28,080.00	28,953.60	30,076.80
Prem Rate		16.80	17.45	18.21	18.92	19.68	20.25	20.88	21.69
Hourly	10	11.54	12.00	12.41	12.95	13.45	13.85	14.27	14.84
Weekly		461.60	480.00	496.40	518.00	538.00	554.00	570.80	593.60
BiWeekly		923.20	960.00	992.80	1,036.00	1,076.00	1,108.00	1,141.60	1,187.20
Annual		24,003.20	24,960.00	25,812.80	26,936.00	27,976.00	28,808.00	29,681.60	30,867.20
Prem Rate		17.31	18.00	18.62	19.43	20.18	20.78	21.41	22.26

Bureau of Human Resources			Standard Salary Schedule						
			for						
Salary Specification = 06			Institutional						
Effective from 09/01/20135									
	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	11	11.91	12.32	12.83	13.31	13.85	14.27	14.70	15.29
Weekly		476.40	492.80	513.20	532.40	554.00	570.80	588.00	611.60
BiWeekly		952.80	985.60	1,026.40	1,064.80	1,108.00	1,141.60	1,176.00	1,223.20
Annual		24,772.80	25,625.60	26,686.40	27,684.80	28,808.00	29,681.60	30,576.00	31,803.20
Prem Rate		17.87	18.48	19.25	19.97	20.78	21.41	22.05	22.94
Hourly	12	12.20	12.69	13.25	13.79	14.34	14.77	15.22	15.83
Weekly		488.00	507.60	530.00	551.60	573.60	590.80	608.80	633.20
BiWeekly		976.00	1,015.20	1,060.00	1,103.20	1,147.20	1,181.60	1,217.60	1,266.40
Annual		25,376.00	26,395.20	27,560.00	28,683.20	29,827.20	30,721.60	31,657.60	32,926.40
Prem Rate		18.30	19.04	19.88	20.69	21.51	22.16	22.83	23.75
Hourly	13	12.58	13.11	13.71	14.24	14.82	15.26	15.72	16.35
Weekly		503.20	524.40	548.40	569.60	592.80	610.40	628.80	654.00
BiWeekly		1,006.40	1,048.80	1,096.80	1,139.20	1,185.60	1,220.80	1,257.60	1,308.00
Annual		26,166.40	27,268.80	28,516.80	29,619.20	30,825.60	31,740.80	32,697.60	34,008.00
Prem Rate		18.87	19.67	20.57	21.36	22.23	22.89	23.58	24.53
Hourly	14	13.02	13.53	14.19	14.73	15.30	15.76	16.24	16.89
Weekly		520.80	541.20	567.60	589.20	612.00	630.40	649.60	675.60
BiWeekly		1,041.60	1,082.40	1,135.20	1,178.40	1,224.00	1,260.80	1,299.20	1,351.20
Annual		27,081.60	28,142.40	29,515.20	30,638.40	31,824.00	32,780.80	33,779.20	35,131.20
Prem Rate		19.53	20.30	21.29	22.10	22.95	23.64	24.36	25.34
Hourly	15	13.46	14.12	14.70	15.24	15.86	16.33	16.82	17.49
Weekly		538.40	564.80	588.00	609.60	634.40	653.20	672.80	699.60
BiWeekly		1,076.80	1,129.60	1,176.00	1,219.20	1,268.80	1,306.40	1,345.60	1,399.20
Annual		27,996.80	29,369.60	30,576.00	31,699.20	32,988.80	33,966.40	34,985.60	36,379.20
Prem Rate		20.19	21.18	22.05	22.86	23.79	24.50	25.23	26.24

Bureau of Human Resources			Standard Salary Schedule						
			for						
Salary Specification = 06			Institutional						
Effective from 09/01/2015									
	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	16	13.99	14.61	15.23	15.85	16.46	16.96	17.46	18.17
Weekly		559.60	584.40	609.20	634.00	658.40	678.40	698.40	726.80
BiWeekly		1,119.20	1,168.80	1,218.40	1,268.00	1,316.80	1,356.80	1,396.80	1,453.60
Annual		29,099.20	30,388.80	31,678.40	32,968.00	34,236.80	35,276.80	36,316.80	37,793.60
Prem Rate		20.99	21.92	22.85	23.78	24.69	25.44	26.19	27.26
Hourly	17	14.55	15.18	15.85	16.48	17.17	17.68	18.21	18.94
Weekly		582.00	607.20	634.00	659.20	686.80	707.20	728.40	757.60
BiWeekly		1,164.00	1,214.40	1,268.00	1,318.40	1,373.60	1,414.40	1,456.80	1,515.20
Annual		30,264.00	31,574.40	32,968.00	34,278.40	35,713.60	36,774.40	37,876.80	39,395.20
Prem Rate		21.83	22.77	23.78	24.72	25.76	26.52	27.32	28.41
Hourly	18	15.15	15.83	16.58	17.20	17.89	18.42	18.98	19.74
Weekly		606.00	633.20	663.20	688.00	715.60	736.80	759.20	789.60
BiWeekly		1,212.00	1,266.40	1,326.40	1,376.00	1,431.20	1,473.60	1,518.40	1,579.20
Annual		31,512.00	32,926.40	34,486.40	35,776.00	37,211.20	38,313.60	39,478.40	41,059.20
Prem Rate		22.73	23.75	24.87	25.80	26.84	27.63	28.47	29.61
Hourly	19	15.77	16.49	17.22	17.89	18.60	19.17	19.75	20.54
Weekly		630.80	659.60	688.80	715.60	744.00	766.80	790.00	821.60
BiWeekly		1,261.60	1,319.20	1,377.60	1,431.20	1,488.00	1,533.60	1,580.00	1,643.20
Annual		32,801.60	34,299.20	35,817.60	37,211.20	38,688.00	39,873.60	41,080.00	42,723.20
Prem Rate		23.66	24.74	25.83	26.84	27.90	28.76	29.63	30.81
Hourly	20	16.49	17.22	17.96	18.74	19.49	20.08	20.67	21.50
Weekly		659.60	688.80	718.40	749.60	779.60	803.20	826.80	860.00
BiWeekly		1,319.20	1,377.60	1,436.80	1,499.20	1,559.20	1,606.40	1,653.60	1,720.00
Annual		34,299.20	35,817.60	37,356.80	38,979.20	40,539.20	41,766.40	42,993.60	44,720.00
Prem Rate		24.74	25.83	26.94	28.11	29.24	30.12	31.01	32.25

Bureau of Human Resources			Standard Salary Schedule						
			for						
Salary Specification = 82			AFSCME Corrections						
Effective from 09/01/2015									
	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	1	11.38	11.75	12.10	12.48	12.92	13.23	13.56	14.04
Weekly		455.20	470.00	484.00	499.20	516.80	529.20	542.40	561.60
BiWeekly		910.40	940.00	968.00	998.40	1,033.60	1,058.40	1,084.80	1,123.20
Annual		23,670.40	24,440.00	25,168.00	25,958.40	26,873.60	27,518.40	28,204.80	29,203.20
Prem Rate		17.07	17.63	18.15	18.72	19.38	19.85	20.34	21.06
Hourly	2	11.58	11.95	12.35	12.75	13.17	13.50	13.87	14.33
Weekly		463.20	478.00	494.00	510.00	526.80	540.00	554.80	573.20
BiWeekly		926.40	956.00	988.00	1,020.00	1,053.60	1,080.00	1,109.60	1,146.40
Annual		24,086.40	24,856.00	25,688.00	26,520.00	27,393.60	28,080.00	28,849.60	29,806.40
Prem Rate		17.37	17.93	18.53	19.13	19.76	20.25	20.81	21.50
Hourly	3	11.75	12.10	12.48	12.92	13.38	13.71	14.07	14.54
Weekly		470.00	484.00	499.20	516.80	535.20	548.40	562.80	581.60
BiWeekly		940.00	968.00	998.40	1,033.60	1,070.40	1,096.80	1,125.60	1,163.20
Annual		24,440.00	25,168.00	25,958.40	26,873.60	27,830.40	28,516.80	29,265.60	30,243.20
Prem Rate		17.63	18.15	18.72	19.38	20.07	20.57	21.11	21.81
Hourly	4	11.97	12.35	12.72	13.14	13.56	13.93	14.27	14.77
Weekly		478.80	494.00	508.80	525.60	542.40	557.20	570.80	590.80
BiWeekly		957.60	988.00	1,017.60	1,051.20	1,084.80	1,114.40	1,141.60	1,181.60
Annual		24,897.60	25,688.00	26,457.60	27,331.20	28,204.80	28,974.40	29,681.60	30,721.60
Prem Rate		17.96	18.53	19.08	19.71	20.34	20.90	21.41	22.16
Hourly	5	12.16	12.52	12.98	13.42	13.88	14.22	14.58	15.10
Weekly		486.40	500.80	519.20	536.80	555.20	568.80	583.20	604.00
BiWeekly		972.80	1,001.60	1,038.40	1,073.60	1,110.40	1,137.60	1,166.40	1,208.00
Annual		25,292.80	26,041.60	26,998.40	27,913.60	28,870.40	29,577.60	30,326.40	31,408.00
Prem Rate		18.24	18.78	19.47	20.13	20.82	21.33	21.87	22.65

Bureau of Human Resources			Standard Salary Schedule						
			for						
Salary Specification = 82			AFSCME Corrections						
Effective from 09/01/2015									
	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	6	12.38	12.83	13.20	13.63	14.12	14.48	14.86	15.37
Weekly		495.20	513.20	528.00	545.20	564.80	579.20	594.40	614.80
BiWeekly		990.40	1,026.40	1,056.00	1,090.40	1,129.60	1,158.40	1,188.80	1,229.60
Annual		25,750.40	26,686.40	27,456.00	28,350.40	29,369.60	30,118.40	30,908.80	31,969.60
Prem Rate		18.57	19.25	19.80	20.45	21.18	21.72	22.29	23.06
Hourly	7	12.65	13.05	13.51	13.96	14.41	14.78	15.16	15.68
Weekly		506.00	522.00	540.40	558.40	576.40	591.20	606.40	627.20
BiWeekly		1,012.00	1,044.00	1,080.80	1,116.80	1,152.80	1,182.40	1,212.80	1,254.40
Annual		26,312.00	27,144.00	28,100.80	29,036.80	29,972.80	30,742.40	31,532.80	32,614.40
Prem Rate		18.98	19.58	20.27	20.94	21.62	22.17	22.74	23.52
Hourly	8	12.93	13.37	13.83	14.29	14.77	15.15	15.54	16.10
Weekly		517.20	534.80	553.20	571.60	590.80	606.00	621.60	644.00
BiWeekly		1,034.40	1,069.60	1,106.40	1,143.20	1,181.60	1,212.00	1,243.20	1,288.00
Annual		26,894.40	27,809.60	28,766.40	29,723.20	30,721.60	31,512.00	32,323.20	33,488.00
Prem Rate		19.40	20.06	20.75	21.44	22.16	22.73	23.31	24.15
Hourly	9	13.20	13.63	14.14	14.61	15.12	15.50	15.92	16.46
Weekly		528.00	545.20	565.60	584.40	604.80	620.00	636.80	658.40
BiWeekly		1,056.00	1,090.40	1,131.20	1,168.80	1,209.60	1,240.00	1,273.60	1,316.80
Annual		27,456.00	28,350.40	29,411.20	30,388.80	31,449.60	32,240.00	33,113.60	34,236.80
Prem Rate		19.80	20.45	21.21	21.92	22.68	23.25	23.88	24.69
Hourly	10	13.54	14.00	14.41	14.95	15.45	15.85	16.27	16.84
Weekly		541.60	560.00	576.40	598.00	618.00	634.00	650.80	673.60
BiWeekly		1,083.20	1,120.00	1,152.80	1,196.00	1,236.00	1,268.00	1,301.60	1,347.20
Annual		28,163.20	29,120.00	29,972.80	31,096.00	32,136.00	32,968.00	33,841.60	35,027.20
Prem Rate		20.31	21.00	21.62	22.43	23.18	23.78	24.41	25.26

Bureau of Human Resources			Standard Salary Schedule						
			for						
Salary Specification = 82			AFSCME Corrections						
Effective from 09/01/2015									
	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	11	13.91	14.32	14.83	15.31	15.85	16.27	16.70	17.29
Weekly		556.40	572.80	593.20	612.40	634.00	650.80	668.00	691.60
BiWeekly		1,112.80	1,145.60	1,186.40	1,224.80	1,268.00	1,301.60	1,336.00	1,383.20
Annual		28,932.80	29,785.60	30,846.40	31,844.80	32,968.00	33,841.60	34,736.00	35,963.20
Prem Rate		20.87	21.48	22.25	22.97	23.78	24.41	25.05	25.94
Hourly	12	14.20	14.69	15.25	15.79	16.34	16.77	17.22	17.83
Weekly		568.00	587.60	610.00	631.60	653.60	670.80	688.80	713.20
BiWeekly		1,136.00	1,175.20	1,220.00	1,263.20	1,307.20	1,341.60	1,377.60	1,426.40
Annual		29,536.00	30,555.20	31,720.00	32,843.20	33,987.20	34,881.60	35,817.60	37,086.40
Prem Rate		21.30	22.04	22.88	23.69	24.51	25.16	25.83	26.75
Hourly	13	14.58	15.11	15.71	16.24	16.82	17.26	17.72	18.35
Weekly		583.20	604.40	628.40	649.60	672.80	690.40	708.80	734.00
BiWeekly		1,166.40	1,208.80	1,256.80	1,299.20	1,345.60	1,380.80	1,417.60	1,468.00
Annual		30,326.40	31,428.80	32,676.80	33,779.20	34,985.60	35,900.80	36,857.60	38,168.00
Prem Rate		21.87	22.67	23.57	24.36	25.23	25.89	26.58	27.53
Hourly	14	15.02	15.53	16.19	16.73	17.30	17.76	18.24	18.89
Weekly		600.80	621.20	647.60	669.20	692.00	710.40	729.60	755.60
BiWeekly		1,201.60	1,242.40	1,295.20	1,338.40	1,384.00	1,420.80	1,459.20	1,511.20
Annual		31,241.60	32,302.40	33,675.20	34,798.40	35,984.00	36,940.80	37,939.20	39,291.20
Prem Rate		22.53	23.30	24.29	25.10	25.95	26.64	27.36	28.34
Hourly	15	15.46	16.12	16.70	17.24	17.86	18.33	18.82	19.49
Weekly		618.40	644.80	668.00	689.60	714.40	733.20	752.80	779.60
BiWeekly		1,236.80	1,289.60	1,336.00	1,379.20	1,428.80	1,466.40	1,505.60	1,559.20
Annual		32,156.80	33,529.60	34,736.00	35,859.20	37,148.80	38,126.40	39,145.60	40,539.20
Prem Rate		23.19	24.18	25.05	25.86	26.79	27.50	28.23	29.24

Bureau of Human Resources			Standard Salary Schedule						
			for						
Salary Specification = 82			AFSCME Corrections						
Effective from 09/01/2015									
	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	16	15.99	16.61	17.23	17.85	18.46	18.96	19.46	20.17
Weekly		639.60	664.40	689.20	714.00	738.40	758.40	778.40	806.80
BiWeekly		1,279.20	1,328.80	1,378.40	1,428.00	1,476.80	1,516.80	1,556.80	1,613.60
Annual		33,259.20	34,548.80	35,838.40	37,128.00	38,396.80	39,436.80	40,476.80	41,953.60
Prem Rate		23.99	24.92	25.85	26.78	27.69	28.44	29.19	30.26
Hourly	17	16.55	17.18	17.85	18.48	19.17	19.68	20.21	20.94
Weekly		662.00	687.20	714.00	739.20	766.80	787.20	808.40	837.60
BiWeekly		1,324.00	1,374.40	1,428.00	1,478.40	1,533.60	1,574.40	1,616.80	1,675.20
Annual		34,424.00	35,734.40	37,128.00	38,438.40	39,873.60	40,934.40	42,036.80	43,555.20
Prem Rate		24.83	25.77	26.78	27.72	28.76	29.52	30.32	31.41
Hourly	18	17.15	17.83	18.58	19.20	19.89	20.42	20.98	21.74
Weekly		686.00	713.20	743.20	768.00	795.60	816.80	839.20	869.60
BiWeekly		1,372.00	1,426.40	1,486.40	1,536.00	1,591.20	1,633.60	1,678.40	1,739.20
Annual		35,672.00	37,086.40	38,646.40	39,936.00	41,371.20	42,473.60	43,638.40	45,219.20
Prem Rate		25.73	26.75	27.87	28.80	29.84	30.63	31.47	32.61
Hourly	19	17.77	18.49	19.22	19.89	20.60	21.17	21.75	22.54
Weekly		710.80	739.60	768.80	795.60	824.00	846.80	870.00	901.60
BiWeekly		1,421.60	1,479.20	1,537.60	1,591.20	1,648.00	1,693.60	1,740.00	1,803.20
Annual		36,961.60	38,459.20	39,977.60	41,371.20	42,848.00	44,033.60	45,240.00	46,883.20
Prem Rate		26.66	27.74	28.83	29.84	30.90	31.76	32.63	33.81
Hourly	20	18.49	19.22	19.96	20.74	21.49	22.08	22.67	23.50
		739.60	768.80	798.40	829.60	859.60	883.20	906.80	940.00
		1,479.20	1,537.60	1,596.80	1,659.20	1,719.20	1,766.40	1,813.60	1,880.00
		38,459.20	39,977.60	41,516.80	43,139.20	44,699.20	45,926.40	47,153.60	48,880.00
		27.74	28.83	29.94	31.11	32.24	33.12	34.01	35.25

Bureau of Human Resources			Standard Salary Schedule						
			for						
Salary Specification = 06			Institutional						
Effective from 07/01/2016									
	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	1	9.47	9.85	10.20	10.58	11.03	11.34	11.68	12.16
Weekly		378.80	394.00	408.00	423.20	441.20	453.60	467.20	486.40
BiWeekly		757.60	788.00	816.00	846.40	882.40	907.20	934.40	972.80
Annual		19,697.60	20,488.00	21,216.00	22,006.40	22,942.40	23,587.20	24,294.40	25,292.80
Prem Rate		14.21	14.78	15.30	15.87	16.55	17.01	17.52	18.24
Hourly	2	9.68	10.05	10.45	10.86	11.28	11.62	11.99	12.45
Weekly		387.20	402.00	418.00	434.40	451.20	464.80	479.60	498.00
BiWeekly		774.40	804.00	836.00	868.80	902.40	929.60	959.20	996.00
Annual		20,134.40	20,904.00	21,736.00	22,588.80	23,462.40	24,169.60	24,939.20	25,896.00
Prem Rate		14.52	15.08	15.68	16.29	16.92	17.43	17.99	18.68
Hourly	3	9.85	10.20	10.58	11.03	11.49	11.83	12.19	12.67
Weekly		394.00	408.00	423.20	441.20	459.60	473.20	487.60	506.80
BiWeekly		788.00	816.00	846.40	882.40	919.20	946.40	975.20	1,013.60
Annual		20,488.00	21,216.00	22,006.40	22,942.40	23,899.20	24,606.40	25,355.20	26,353.60
Prem Rate		14.78	15.30	15.87	16.55	17.24	17.75	18.29	19.01
Hourly	4	10.07	10.45	10.83	11.25	11.68	12.05	12.39	12.90
Weekly		402.80	418.00	433.20	450.00	467.20	482.00	495.60	516.00
BiWeekly		805.60	836.00	866.40	900.00	934.40	964.00	991.20	1,032.00
Annual		20,945.60	21,736.00	22,526.40	23,400.00	24,294.40	25,064.00	25,771.20	26,832.00
Prem Rate		15.11	15.68	16.25	16.88	17.52	18.08	18.59	19.35
Hourly	5	10.26	10.63	11.09	11.53	12.00	12.34	12.71	13.23
Weekly		410.40	425.20	443.60	461.20	480.00	493.60	508.40	529.20
BiWeekly		820.80	850.40	887.20	922.40	960.00	987.20	1,016.80	1,058.40
Annual		21,340.80	22,110.40	23,067.20	23,982.40	24,960.00	25,667.20	26,436.80	27,518.40
Prem Rate		15.39	15.95	16.64	17.30	18.00	18.51	19.07	19.85

Bureau of Human Resources			Standard Salary Schedule						
			for						
Salary Specification = 06			Institutional						
Effective from 07/01/2016									
	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	6	10.48	10.94	11.31	11.75	12.24	12.60	12.99	13.50
Weekly		419.20	437.60	452.40	470.00	489.60	504.00	519.60	540.00
BiWeekly		838.40	875.20	904.80	940.00	979.20	1,008.00	1,039.20	1,080.00
Annual		21,798.40	22,755.20	23,524.80	24,440.00	25,459.20	26,208.00	27,019.20	28,080.00
Prem Rate		15.72	16.41	16.97	17.63	18.36	18.90	19.49	20.25
Hourly	7	10.76	11.16	11.63	12.08	12.53	12.91	13.29	13.82
Weekly		430.40	446.40	465.20	483.20	501.20	516.40	531.60	552.80
BiWeekly		860.80	892.80	930.40	966.40	1,002.40	1,032.80	1,063.20	1,105.60
Annual		22,380.80	23,212.80	24,190.40	25,126.40	26,062.40	26,852.80	27,643.20	28,745.60
Prem Rate		16.14	16.74	17.45	18.12	18.80	19.37	19.94	20.73
Hourly	8	11.04	11.48	11.95	12.41	12.90	13.28	13.68	14.24
Weekly		441.60	459.20	478.00	496.40	516.00	531.20	547.20	569.60
BiWeekly		883.20	918.40	956.00	992.80	1,032.00	1,062.40	1,094.40	1,139.20
Annual		22,963.20	23,878.40	24,856.00	25,812.80	26,832.00	27,622.40	28,454.40	29,619.20
Prem Rate		16.56	17.22	17.93	18.62	19.35	19.92	20.52	21.36
Hourly	9	11.31	11.75	12.26	12.74	13.25	13.64	14.06	14.60
Weekly		452.40	470.00	490.40	509.60	530.00	545.60	562.40	584.00
BiWeekly		904.80	940.00	980.80	1,019.20	1,060.00	1,091.20	1,124.80	1,168.00
Annual		23,524.80	24,440.00	25,500.80	26,499.20	27,560.00	28,371.20	29,244.80	30,368.00
Prem Rate		16.97	17.63	18.39	19.11	19.88	20.46	21.09	21.90
Hourly	10	11.66	12.12	12.53	13.08	13.58	13.99	14.41	14.99
Weekly		466.40	484.80	501.20	523.20	543.20	559.60	576.40	599.60
BiWeekly		932.80	969.60	1,002.40	1,046.40	1,086.40	1,119.20	1,152.80	1,199.20
Annual		24,252.80	25,209.60	26,062.40	27,206.40	28,246.40	29,099.20	29,972.80	31,179.20
Prem Rate		17.49	18.18	18.80	19.62	20.37	20.99	21.62	22.49

Bureau of Human Resources			Standard Salary Schedule						
			for						
Salary Specification = 06			Institutional						
Effective from 07/01/2016									
	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	11	12.03	12.44	12.96	13.44	13.99	14.41	14.85	15.44
Weekly		481.20	497.60	518.40	537.60	559.60	576.40	594.00	617.60
BiWeekly		962.40	995.20	1,036.80	1,075.20	1,119.20	1,152.80	1,188.00	1,235.20
Annual		25,022.40	25,875.20	26,956.80	27,955.20	29,099.20	29,972.80	30,888.00	32,115.20
Prem Rate		18.05	18.66	19.44	20.16	20.99	21.62	22.28	23.16
Hourly	12	12.32	12.82	13.38	13.93	14.48	14.94	15.37	15.99
Weekly		492.80	512.80	535.20	557.20	579.20	596.80	614.80	639.60
BiWeekly		985.60	1,025.60	1,070.40	1,114.40	1,158.40	1,193.60	1,229.60	1,279.20
Annual		25,625.60	26,665.60	27,830.40	28,974.40	30,118.40	31,033.60	31,969.60	33,259.20
Prem Rate		18.48	19.23	20.07	20.90	21.72	22.38	23.06	23.99
Hourly	13	12.71	13.24	13.85	14.38	14.97	15.41	15.88	16.51
Weekly		508.40	529.60	554.00	575.20	598.80	616.40	635.20	660.40
BiWeekly		1,016.80	1,059.20	1,108.00	1,150.40	1,197.60	1,232.80	1,270.40	1,320.80
Annual		26,436.80	27,539.20	28,808.00	29,910.40	31,137.60	32,052.80	33,030.40	34,340.80
Prem Rate		19.07	19.86	20.78	21.57	22.46	23.12	23.82	24.77
Hourly	14	13.15	13.67	14.33	14.88	15.45	15.92	16.40	17.06
Weekly		526.00	546.80	573.20	595.20	618.00	636.80	656.00	682.40
BiWeekly		1,052.00	1,093.60	1,146.40	1,190.40	1,236.00	1,273.60	1,312.00	1,364.80
Annual		27,352.00	28,433.60	29,806.40	30,950.40	32,136.00	33,113.60	34,112.00	35,484.80
Prem Rate		19.73	20.51	21.50	22.32	23.18	23.88	24.60	25.59
Hourly	15	13.59	14.26	14.85	15.39	16.02	16.49	16.99	17.66
Weekly		543.60	570.40	594.00	615.60	640.80	659.60	679.60	706.40
BiWeekly		1,087.20	1,140.80	1,188.00	1,231.20	1,281.60	1,319.20	1,359.20	1,412.80
Annual		28,267.20	29,660.80	30,888.00	32,011.20	33,321.60	34,299.20	35,339.20	36,732.80
Prem Rate		20.39	21.39	22.28	23.09	24.03	24.74	25.49	26.49

Bureau of Human Resources			Standard Salary Schedule						
			for						
Salary Specification = 06			Institutional						
Effective from 07/01/2016									
	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	16	14.13	14.76	15.38	16.01	16.62	17.13	17.63	18.35
Weekly		565.20	590.40	615.20	640.40	664.80	685.20	705.20	734.00
BiWeekly		1,130.40	1,180.80	1,230.40	1,280.80	1,329.60	1,370.40	1,410.40	1,468.00
Annual		29,390.40	30,700.80	31,990.40	33,300.80	34,569.60	35,630.40	36,670.40	38,168.00
Prem Rate		21.20	22.14	23.07	24.02	24.93	25.70	26.45	27.53
Hourly	17	14.70	15.33	16.01	16.64	17.34	17.86	18.39	19.13
Weekly		588.00	613.20	640.40	665.60	693.60	714.40	735.60	765.20
BiWeekly		1,176.00	1,226.40	1,280.80	1,331.20	1,387.20	1,428.80	1,471.20	1,530.40
Annual		30,576.00	31,886.40	33,300.80	34,611.20	36,067.20	37,148.80	38,251.20	39,790.40
Prem Rate		22.05	23.00	24.02	24.96	26.01	26.79	27.59	28.70
Hourly	18	15.30	15.99	16.75	17.37	18.07	18.60	19.17	19.94
Weekly		612.00	639.60	670.00	694.80	722.80	744.00	766.80	797.60
BiWeekly		1,224.00	1,279.20	1,340.00	1,389.60	1,445.60	1,488.00	1,533.60	1,595.20
Annual		31,824.00	33,259.20	34,840.00	36,129.60	37,585.60	38,688.00	39,873.60	41,475.20
Prem Rate		22.95	23.99	25.13	26.06	27.11	27.90	28.76	29.91
Hourly	19	15.93	16.65	17.39	18.07	18.79	19.36	19.95	20.75
Weekly		637.20	666.00	695.60	722.80	751.60	774.40	798.00	830.00
BiWeekly		1,274.40	1,332.00	1,391.20	1,445.60	1,503.20	1,548.80	1,596.00	1,660.00
Annual		33,134.40	34,632.00	36,171.20	37,585.60	39,083.20	40,268.80	41,496.00	43,160.00
Prem Rate		23.90	24.98	26.09	27.11	28.19	29.04	29.93	31.13
Hourly	20	16.65	17.39	18.14	18.93	19.68	20.28	20.88	21.72
Weekly		666.00	695.60	725.60	757.20	787.20	811.20	835.20	868.80
BiWeekly		1,332.00	1,391.20	1,451.20	1,514.40	1,574.40	1,622.40	1,670.40	1,737.60
Annual		34,632.00	36,171.20	37,731.20	39,374.40	40,934.40	42,182.40	43,430.40	45,177.60
Prem Rate		24.98	26.09	27.21	28.40	29.52	30.42	31.32	32.58

Bureau of Human Resources			Standard Salary Schedule						
			for						
Salary Specification = 06			AFSCME Corrections						
Effective from 07/01/2016									
	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	1	11.49	11.87	12.22	12.60	13.05	13.36	13.70	14.18
Weekly		459.60	474.80	488.80	504.00	522.00	534.40	548.00	567.20
BiWeekly		919.20	949.60	977.60	1,008.00	1,044.00	1,068.80	1,096.00	1,134.40
Annual		23,899.20	24,689.60	25,417.60	26,208.00	27,144.00	27,788.80	28,496.00	29,494.40
Prem Rate		17.24	17.81	18.33	18.90	19.58	20.04	20.55	21.27
Hourly	2	11.70	12.07	12.47	12.88	13.30	13.64	14.01	14.47
Weekly		468.00	482.80	498.80	515.20	532.00	545.60	560.40	578.80
BiWeekly		936.00	965.60	997.60	1,030.40	1,064.00	1,091.20	1,120.80	1,157.60
Annual		24,336.00	25,105.60	25,937.60	26,790.40	27,664.00	28,371.20	29,140.80	30,097.60
Prem Rate		17.55	18.11	18.71	19.32	19.95	20.46	21.02	21.71
Hourly	3	11.87	12.22	12.60	13.05	13.51	13.85	14.21	14.69
Weekly		474.80	488.80	504.00	522.00	540.40	554.00	568.40	587.60
BiWeekly		949.60	977.60	1,008.00	1,044.00	1,080.80	1,108.00	1,136.80	1,175.20
Annual		24,689.60	25,417.60	26,208.00	27,144.00	28,100.80	28,808.00	29,556.80	30,555.20
Prem Rate		17.81	18.33	18.90	19.58	20.27	20.78	21.32	22.04
Hourly	4	12.09	12.47	12.85	13.27	13.70	14.07	14.41	14.92
Weekly		483.60	498.80	514.00	530.80	548.00	562.80	576.40	596.80
BiWeekly		967.20	997.60	1,028.00	1,061.60	1,096.00	1,125.60	1,152.80	1,193.60
Annual		25,147.20	25,937.60	26,728.00	27,601.60	28,496.00	29,265.60	29,972.80	31,033.60
Prem Rate		18.14	18.71	19.28	19.91	20.55	21.11	21.62	22.38
Hourly	5	12.28	12.65	13.11	13.55	14.02	14.36	14.73	15.25
Weekly		491.20	506.00	524.40	542.00	560.80	574.40	589.20	610.00
BiWeekly		982.40	1,012.00	1,048.80	1,084.00	1,121.60	1,148.80	1,178.40	1,220.00
Annual		25,542.40	26,312.00	27,268.80	28,184.00	29,161.60	29,868.80	30,638.40	31,720.00
Prem Rate		18.42	18.98	19.67	20.33	21.03	21.54	22.10	22.88

Bureau of Human Resources			Standard Salary Schedule						
			for						
Salary Specification = 06			AFSCME Corrections						
Effective from 07/01/2016									
	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	6	12.50	12.96	13.33	13.77	14.26	14.62	15.01	15.52
Weekly		500.00	518.40	533.20	550.80	570.40	584.80	600.40	620.80
BiWeekly		1,000.00	1,036.80	1,066.40	1,101.60	1,140.80	1,169.60	1,200.80	1,241.60
Annual		26,000.00	26,956.80	27,726.40	28,641.60	29,660.80	30,409.60	31,220.80	32,281.60
Prem Rate		18.75	19.44	20.00	20.66	21.39	21.93	22.52	23.28
Hourly	7	12.78	13.18	13.65	14.10	14.55	14.93	15.31	15.84
Weekly		511.20	527.20	546.00	564.00	582.00	597.20	612.40	633.60
BiWeekly		1,022.40	1,054.40	1,092.00	1,128.00	1,164.00	1,194.40	1,224.80	1,267.20
Annual		26,582.40	27,414.40	28,392.00	29,328.00	30,264.00	31,054.40	31,844.80	32,947.20
Prem Rate		19.17	19.77	20.48	21.15	21.83	22.40	22.97	23.76
Hourly	8	13.06	13.50	13.97	14.43	14.92	15.30	15.70	16.26
Weekly		522.40	540.00	558.80	577.20	596.80	612.00	628.00	650.40
BiWeekly		1,044.80	1,080.00	1,117.60	1,154.40	1,193.60	1,224.00	1,256.00	1,300.80
Annual		27,164.80	28,080.00	29,057.60	30,014.40	31,033.60	31,824.00	32,656.00	33,820.80
Prem Rate		19.59	20.25	20.96	21.65	22.38	22.95	23.55	24.39
Hourly	9	13.33	13.77	14.28	14.76	15.27	15.66	16.08	16.62
Weekly		533.20	550.80	571.20	590.40	610.80	626.40	643.20	664.80
BiWeekly		1,066.40	1,101.60	1,142.40	1,180.80	1,221.60	1,252.80	1,286.40	1,329.60
Annual		27,726.40	28,641.60	29,702.40	30,700.80	31,761.60	32,572.80	33,446.40	34,569.60
Prem Rate		20.00	20.66	21.42	22.14	22.91	23.49	24.12	24.93
Hourly	10	13.68	14.14	14.55	15.10	15.60	16.01	16.43	17.01
Weekly		547.20	565.60	582.00	604.00	624.00	640.40	657.20	680.40
BiWeekly		1,094.40	1,131.20	1,164.00	1,208.00	1,248.00	1,280.80	1,314.40	1,360.80
Annual		28,454.40	29,411.20	30,264.00	31,408.00	32,448.00	33,300.80	34,174.40	35,380.80
Prem Rate		20.52	21.21	21.83	22.65	23.40	24.02	24.65	25.52

Bureau of Human Resources			Standard Salary Schedule						
			for						
Salary Specification = 06			AFSCME Corrections						
Effective from 07/01/2016									
	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	11	14.05	14.46	14.98	15.46	16.01	16.43	16.87	17.46
Weekly		562.00	578.40	599.20	618.40	640.40	657.20	674.80	698.40
BiWeekly		1,124.00	1,156.80	1,198.40	1,236.80	1,280.80	1,314.40	1,349.60	1,396.80
Annual		29,224.00	30,076.80	31,158.40	32,156.80	33,300.80	34,174.40	35,089.60	36,316.80
Prem Rate		21.08	21.69	22.47	23.19	24.02	24.65	25.31	26.19
Hourly	12	14.34	14.84	15.40	15.95	16.50	16.94	17.39	18.01
Weekly		573.60	593.60	616.00	638.00	660.00	677.60	695.60	720.40
BiWeekly		1,147.20	1,187.20	1,232.00	1,276.00	1,320.00	1,355.20	1,391.20	1,440.80
Annual		29,827.20	30,867.20	32,032.00	33,176.00	34,320.00	35,235.20	36,171.20	37,460.80
Prem Rate		21.51	22.26	23.10	23.93	24.75	25.41	26.09	27.02
Hourly	13	14.73	15.26	15.87	16.40	16.99	17.43	17.90	18.53
Weekly		589.20	610.40	634.80	656.00	679.60	697.20	716.00	741.20
BiWeekly		1,178.40	1,220.80	1,269.60	1,312.00	1,359.20	1,394.40	1,432.00	1,482.40
Annual		30,638.40	31,740.80	33,009.60	34,112.00	35,339.20	36,254.40	37,232.00	38,542.40
Prem Rate		22.10	22.89	23.81	24.60	25.49	26.15	26.85	27.80
Hourly	14	15.17	15.69	16.35	16.90	17.47	17.94	18.42	19.08
Weekly		606.80	627.60	654.00	676.00	698.80	717.60	736.80	763.20
BiWeekly		1,213.60	1,255.20	1,308.00	1,352.00	1,397.60	1,435.20	1,473.60	1,526.40
Annual		31,553.60	32,635.20	34,008.00	35,152.00	36,337.60	37,315.20	38,313.60	39,686.40
Prem Rate		22.76	23.54	24.53	25.35	26.21	26.91	27.63	28.62
Hourly	15	15.61	16.28	16.87	17.41	18.04	18.51	19.01	19.68
Weekly		624.40	651.20	674.80	696.40	721.60	740.40	760.40	787.20
BiWeekly		1,248.80	1,302.40	1,349.60	1,392.80	1,443.20	1,480.80	1,520.80	1,574.40
Annual		32,468.80	33,862.40	35,089.60	36,212.80	37,523.20	38,500.80	39,540.80	40,934.40
Prem Rate		23.42	24.42	25.31	26.12	27.06	27.77	28.52	29.52

Bureau of Human Resources			Standard Salary Schedule						
			for						
Salary Specification = 06			AFSCME Corrections						
Effective from 07/01/2016									
	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Hourly	16	16.15	16.78	17.40	18.03	18.64	19.15	19.65	20.37
Weekly		646.00	671.20	696.00	721.20	745.60	766.00	786.00	814.80
BiWeekly		1,292.00	1,342.40	1,392.00	1,442.40	1,491.20	1,532.00	1,572.00	1,629.60
Annual		33,592.00	34,902.40	36,192.00	37,502.40	38,771.20	39,832.00	40,872.00	42,369.60
Prem Rate		24.23	25.17	26.10	27.05	27.96	28.73	29.48	30.56
Hourly	17	16.72	17.35	18.03	18.66	19.36	19.88	20.41	21.15
Weekly		668.80	694.00	721.20	746.40	774.40	795.20	816.40	846.00
BiWeekly		1,337.60	1,388.00	1,442.40	1,492.80	1,548.80	1,590.40	1,632.80	1,692.00
Annual		34,777.60	36,088.00	37,502.40	38,812.80	40,268.80	41,350.40	42,452.80	43,992.00
Prem Rate		25.08	26.03	27.05	27.99	29.04	29.82	30.62	31.73
Hourly	18	17.32	18.01	18.77	19.39	20.09	20.62	21.19	21.96
Weekly		692.80	720.40	750.80	775.60	803.60	824.80	847.60	878.40
BiWeekly		1,385.60	1,440.80	1,501.60	1,551.20	1,607.20	1,649.60	1,695.20	1,756.80
Annual		36,025.60	37,460.80	39,041.60	40,331.20	41,787.20	42,889.60	44,075.20	45,676.80
Prem Rate		25.98	27.02	28.16	29.09	30.14	30.93	31.79	32.94
Hourly	19	17.95	18.67	19.41	20.09	20.81	21.38	21.97	22.77
Weekly		718.00	746.80	776.40	803.60	832.40	855.20	878.80	910.80
BiWeekly		1,436.00	1,493.60	1,552.80	1,607.20	1,664.80	1,710.40	1,757.60	1,821.60
Annual		37,336.00	38,833.60	40,372.80	41,787.20	43,284.80	44,470.40	45,697.60	47,361.60
Prem Rate		26.93	28.01	29.12	30.14	31.22	32.07	32.96	34.16
Hourly	20	18.67	19.41	20.16	20.95	21.70	22.30	22.90	23.74
Weekly		746.80	776.40	806.40	838.00	868.00	892.00	916.00	949.60
BiWeekly		1,493.60	1,552.80	1,612.80	1,676.00	1,736.00	1,784.00	1,832.00	1,899.20
Annual		38,833.60	40,372.80	41,932.80	43,576.00	45,136.00	46,384.00	47,632.00	49,379.20
Prem Rate		28.01	29.12	30.24	31.43	32.55	33.45	34.35	35.61

FOR THE STATE OF MAINE:

Paul R. LePage
Paul R. LePage
Governor

Richard Rosen
Richard Rosen
Commissioner
Department of Administrative
and Financial Services

Breena Whitcomb
Breena Whitcomb
Office of Employee Relations
Chief Negotiator

Charlene Gamage
Charlene Gamage
Negotiating Committee Member

Donald Williams
Donald Williams
Negotiating Committee Member

Debra Webb
Debra Webb
Negotiating Committee Member

Gary LaPlante
Gary LaPlante
Negotiating Committee Member

Thaddeus Cotnoir
Thaddeus Cotnoir
Negotiating Committee Member

Aimee Rice
Aimee Rice
Negotiating Committee Member

FOR AFSCME, AFL-CIO - COUNCIL #93:

Frank Moroney
Frank Moroney
Executive Director

James Mackie
James Mackie
Chief Negotiator

Steve Rogers
Steve Rogers
Negotiating Team Member

Laura Fisher
Laura Fisher
Negotiating Team Member

Pete Campbell
Pete Campbell
Negotiating Team Member

Harry Beal
Harry Beal
Negotiating Team Member

Kevin Mayo
Kevin Mayo
Negotiating Team Member

Shirley Payer
Shirley Payer
Negotiating Team Member

Gordon Blaquiere
Gordon Blaquiere
Field Services Director

Will Towers
Will Towers
Negotiating Team Member

Guy Barter
Guy Barter
Negotiating Team Member

Don Piper
Don Piper
Negotiating Team Member

Adam Smith
Adam Smith
Negotiating Team Member

Paul Cabral
Paul Cabral
Negotiating Team Member

Kathy Anderson
Kathy Anderson
Negotiating Team Member