



# **Collective Bargaining Agreement**

**between**

**Kennebec County**

**and**

**The National Correctional Employees' Union**

**July 1, 2023– June 30, 2026**

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### **Article 1 – Preamble & Duration of the Agreement**

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

This agreement shall remain in full force and effect from July 1<sup>st</sup> and shall remain in full force and effect from July 1, 2023 until June 30, 2026. The contract shall automatically be renewed for succeeding one (1) year periods unless either party shall notify the other to renegotiate at least sixty (60) days prior to June 30, 2023, if wages, rights of pay, or other matters requiring appropriations of money by the County are to be negotiated. IN WITNESS WHEREOF, the parties have set their hands and seals this 17th day of November, 2020.

### **Article 2 - Access to Premises**

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

### **Article 3- Administrative Personnel**

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

### **Article 4 - Availability of Agreement**

The Union shall furnish each present employee with a copy of the Collective Bargaining Agreement containing the terms and conditions of their employment. The County shall also furnish all new employees with a copy of the Collective Bargaining Agreement during employee orientation.

### **Article 5 - Bonds**

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

### **Article 6 - Bereavement Leave**

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

In the event of death in the immediate family of an employee the employee shall be granted 41.25 hours paid leave of absence to make household adjustments or to attend funeral services. Immediate Family is defined to include: spouse, child, step-child living in the home, parent brother, sister and domestic partner as described by Maine Statute.

In the event of death of, sister-in-law, brother-in-law, stepchild not living in the home, stepparents, grandparents, foster parents, parents-in-law, and members of the household residing with the employee as house/roommates on a permanent basis the employee shall be granted 24.75 hours paid leave to make household adjustments or to attend funeral services.

In the event of the death of an aunt, uncle, niece, nephew, cousin, if raised by an employee shall be granted 16.5 hours off to attend the funeral.

In the event an employee desires more time, they may take vacation time or sick time with the approval of the department head.

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

## **Article 7 - Bulletin Boards**

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

## **Article 8 - Call Back Time**

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

## **Article 9 - Checkoff Authorization**

### **Section 1. Dues Deduction**

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

### **Section 2. Dues Forwarded to NCEU**

The County shall forward all such dues and fees so collected to the NCEU Office in the next warrant following the month in which deductions were made.

### **Section 3. Delinquent Dues**

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

### **Section 4. Indemnification**

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

### **Section 5. Payroll Deduction**

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

## **Article 10 - Compensation Claims**

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

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

is required by the Workers Compensation doctor to receive additional medical treatment during regularly scheduled working hours, shall receive the regular hourly rate of pay for such time.

First report of injury paperwork is to be filed within 24-48 hours after the occurrence of the injury with management and the Human Resources department. Failure to do so may adversely impact or delay an employee's access to Workers Compensation benefits.

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

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

### **Article 11 – Compensated Time Off Sick Leave**

County employees shall be entitled to paid leave for personal illness, medical appointments or illness in the employee's immediate family. Sick leave shall be earned at the rate of 8.25 hours per month from six months on. Employees must accumulate 206.25 hours of sick leave prior to becoming eligible to cash sick leave upon separation.

Once an employee has accumulated the 206.25 hours (sick leave bank), any excess sick leave will be cashed in at 100% straight time in the first pay period in December. The sick leave bank will be cashed in at 100% straight time upon separation in good standing. Good standing is defined as not being terminated and fulfilling a two-week notice.

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

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

Discharged or terminated employees shall not be eligible to receive payment for any accumulated sick leave.

### **Vacations**

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

- |                                                                         |                                                           |
|-------------------------------------------------------------------------|-----------------------------------------------------------|
| ✓ After the <u>completion of</u> six (6) months of service              | 41.25 hours                                               |
| ✓ <u>Completion of</u> one (1) year through five (5) years of service   | 82.5 hours                                                |
| ✓ <u>Completion of</u> five (5) years through ten (10) years of service | 123.75 hours                                              |
| ✓ <u>Completion of</u> ten (10) years of service -                      | 8.25 hours additional per<br>year capping at 206.25 hours |

Vacation leave shall be counted as hours worked.

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

After completion of five (5) years an employee may elect to carry over 206.25 hours of vacation for a period of one year.

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

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

### **Holidays**

The following holidays are observed by the County:

|                |                        |                            |
|----------------|------------------------|----------------------------|
| New Year's Day | Martin Luther King Day | President's Day            |
| Patriot's Day  | Memorial Day           | Independence Day           |
| Juneteenth     | Labor Day              | Indigenous Peoples Day     |
| Veterans Day   | Thanksgiving Day       | Day after Thanksgiving Day |
| Christmas Day  |                        |                            |

Holidays will count as hours worked.

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

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

Employees who are required to work on a designated holiday shall have the option of receiving an additional 8.25 hours of pay or saving the day as extra vacation time to be used within the fiscal year with the approval of the Correctional Facility Administrator with notification to Human Resources.

## **Article 12 - Discipline**

### **Section 1. Personnel Files**

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

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

No written reprimand which has not previously been the subject of a hearing, where the employee is given the opportunity to respond to the claims in the reprimand, shall be placed in a member's personnel file unless the member is first given the opportunity to see and initial a copy of the reprimand. Within five (5) days thereafter, the member may file a written reply. If the Sheriff, or their designee, thereafter, places the written reprimand in the member's personnel file, they shall also include the reply.

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

### **Section 2. Employees Right to Union Representation**

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

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

### **Section 3. Weingarten Rights - See Appendix B**

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

### **Section 4. Discipline**

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

### **Section 5. Reinstatement**

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

### **Section 6. Employee Records**

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

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

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

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

## **Article 13 - Employee Benefits**

### **Retirement**

Retirement benefits are provided by the County through MainePERS, or any other plan offered by the County.

Participation in a retirement plan is voluntary for all full-time employees. The benefits provided as defined by the individual's choice of retirement plan. The cost is shared by both the County and the employee.

Employees hired after July 1, 2014, who select a retirement plan will receive a county match equal to the employer match of the MainePERS plan. The employee's share of retirement is 6.5%. Employees must make the election to join MainePERS at the time of hire to qualify for a pre-tax contribution.

#### **Income Protection**

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

### **ARTICLE 14 - EXAMINATIONS**

#### **Section 1.**

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

#### **Section 2.**

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

### **ARTICLE 15 - GRIEVANCE PROCEDURE**

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

#### **Step 1.**

All grievances shall be submitted, in writing, by the union, to Sheriff or their designee no later than ten (10) working days after the occurrence of the event giving rise to the grievance. Grievances shall be submitted on a jointly approved grievance form and shall cite the alleged contract violation. The Shop Steward or Alternate and/or the employee shall take up the grievance, in writing, with the Sheriff.

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

#### **Step 2.**

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

#### **Step 3.**

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

#### **Step 4.**

The decision of the Arbitrator(s) shall be final and binding on the parties, and the Arbitrator(s) shall be requested to issue the decision within thirty (30) working days after the conclusion of testimony and final argument. In the event an employee processes the grievance on his own, all employees' expenses shall be borne by the employee. Expenses for the Arbitrators services and the proceedings shall be borne equally by the County and the Union except when the employee processes his own grievance. However, each party shall be responsible

for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the Arbitrator.

**Section 2.**

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

**Section 3.**

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

**Section 4.**

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

**Section 5.**

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

**Article 16 - Health Insurance**

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

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

✓ After the completion of:

- the first year, 20%;
- second year an additional 10%;
- third year an additional 10%;
- fourth year an additional 10%;
- fifth year an additional 10%; and
- tenth year an additional 10% for a total of 70%.

Health insurance will be effective the first day of the calendar month that begins after the end of the 60-day wait period. If employee chooses to wait beyond said period, the employee must wait until the annual review date of the County to join. After twenty (20) years of service, for employees who retire, the County will pay the full cost of individual coverage up to eighteen (18) months through COBRA.

Employees hired after July 1, 2023, will participate in a cost share of 80% paid by the County and 20% by the employee overall coverage. Employees hired between July 1, 2023 and August 1, 2023 will be grandfathered under the terms of the old contract.

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

In the event an employee wishes to not have health insurance through the County, the County will pay 50% of what the employee was receiving for individual health insurance benefits as of the point in time the employee elected to go off the County's health insurance package. Said employee must provide the County with proof that said employee has active health insurance coverage in place during this period where they are not covered by the County's health insurance plan.

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

The County will make available a POS plan. Premium payments made by the County will be based on POS costs.

#### **Dental Plan**

The County will provide, at the employee's election, Dental Benefits as follows:

| <b>Years of Service</b> | <b>County Portion</b> |
|-------------------------|-----------------------|
| After 6 months          | 20%                   |
| After 1 year            | 30%                   |
| After 2 years           | 40%                   |
| After 3 years           | 50%                   |
| After 5 years           | 60%                   |

The County agrees to payroll deductions for the employee's contribution to the dental plan.

#### **Article 17 -Health and Safety**

The Union recognizes the right of the County to establish reasonable rules and regulations for the safe, sanitary, and efficient conduct of the County's business and reasonable penalties for the violation of such rules and regulations.

Proper safety devices shall be provided by the County for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used as intended.

If a member of the unit deems his vehicle or equipment to be unsafe, he shall notify his superior, in writing, who shall in turn arrange for, or conduct, an appropriate inspection and shall determine whether the vehicle or equipment is safe for use.

Any employee involved in a job-related accident shall immediately report such accident, and any injury sustained, to his immediate supervisor. The supervisor will then report the accident/injury, in writing, up the supervisory chain. The injured employee will, when physically possible, report to the county's administrative office the next duty day to complete all required accident and/or health forms necessary.

The County is responsible for providing adequate safety protection to the employees while performing duties on behalf of the County.

Any claim concerning the safety of the employees or inmates shall be immediately brought to the attention of the on-duty supervisors and the administration prior to any investigation. Any delay in reporting a safety issue through the proper chain of command may result in discipline for dereliction of duty.

#### **Article 18 - Identification Fee**

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

## **Article 19 - Job Descriptions**

### **Section 1.**

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

### **Section 2.**

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

### **Section 3.**

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

## **Article 20 - Jury Duty Pay**

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

### **Section 1. Court Time**

Any employee covered by this Agreement who is required in the course of duty to attend a Federal or State Court proceeding or other formal hearings before an administrative agency of the State. Kennebec County will continue to pay the employees' regular wage for time spent serving on jury duty during their normal scheduled shift. The employee will turn over the daily jury pay to the County Treasurer's office. All mileage reimbursement payments for jury duty will be retained by the employee.

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

## **Article 21 – Labor/ Management Committee**

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

## **Article 22 - Leave Benefits**

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

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

- a) Persons returning from leaves of absence shall be entitled to previous service counting toward benefits.
- b) The County Commissioners and Sheriff shall have the right to fill the vacated position only during the length of the leave of absence with a qualified, temporary employee.
- c) When an employee returns from leave of absence, they shall assume their former status as a full-time employee.
- d) During the leave of absence, the employee shall receive no benefits except seniority previously accrued.
- e) Employees taking a leave of absence under the provisions of the Family Medical Leave Act (FMLA) shall use all accrued paid leave before taking Family Medical Leave but may, with prior approval, elect to keep 82.5 hours of vacation leave to be taken before or after FMLA.

- f) The balance of the leave under FMLA will be unpaid leave. When an employee has exhausted all sick leave and is on a county approved leave of absence the employee may continue their health benefits at their own cost.

## **Article 23 - Maintenance of Standards**

### **Section 1. Protection of Conditions**

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

### **Section 2. Extra Contract Agreements**

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

### **Section 3. Status Quo**

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

## **Article 24 - Management Rights and Departmental Rules**

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

## **Article 25 - Mileage Allotment**

In the event an employee is required to use his or her vehicle for county business, said employee shall be paid the per mile rate as set by the County Commissioners at the first January meeting of each year. Employees are encouraged to use county vehicles when available.

## **Article 26 - Military Leave**

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

## **Article 27 - Non-Discrimination**

### **Section 1.**

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

### **Section 2.**

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

### Section 3

The use of male and female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

### Section 4.

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

## **Article 28 - Personal Effects Allowance**

Employees shall be reimbursed for the replacement cost of personal effects required in the performance of assigned duties that are damaged or destroyed during, or as a direct result of, the performance of duty; provided that such damage or destruction and satisfactory evidence therefore shall be reported, in writing, within forty-eight (48) hours of actual knowledge thereof and provided that the damage or destruction is not covered by personal insurance. It shall not include jewelry, rings or items not considered necessary for the proper functioning of the employee's performance of their duties. Personal effects will be reimbursed up to four hundred dollars (\$400) per year per each individual employee.

Items must be approved by the Correctional Facility Administrator.

## **Article 29 - Polygraph/Substance Testing**

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

## **Article 30 - Probation Status**

A new employee shall serve a probation period of Twelve (12) months, or a total number of hours equivalent to twelve (12) months of uninterrupted full-time employment and complete required training, including completion of the field training program, and obtain formal certification, whichever is longer, and may be discharged without just cause.

Notwithstanding any State law to the contrary, a new employee shall be entitled to the benefits of this agreement. The employee may enroll to receive the county provided health insurance benefit after the employee has completed 60 days of full-time employment. The health benefit will take effect on the first of the month immediately following the date of the employees' 60-day anniversary date. It is the employee's responsibility to notify the appropriate personnel of their intent to enroll in the health insurance program.

## **Article 31 - Promotions**

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

- ✓ Seniority (At the Kennebec County Correctional Facility)
- ✓ Performance Appraisal Review
- ✓ Written test developed by the Training Coordinator and approved by the Union
- ✓ Oral Board Review

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

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

All candidates for promotion must have:

- ✓ a satisfactory performance appraisal
- ✓ must successfully complete a written test
- ✓ successful completion of the Promotion Evaluation Board

Vacant sergeant positions will first be offered to those holding the rank of sergeant by seniority as a lateral transfer. If no sergeants accept the lateral transfer, then the above-described promotional process, minus the written exam, will be initiated for corporals interested in promotion to the rank of Sergeant.

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

#### **Article 32 - Public Liability Insurance**

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

#### **Article 33 - Recognition**

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

#### **Article 34 - Sanitary Conditions**

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

#### **Article 35 - Seniority**

##### **Section 1. Seniority**

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

##### **Section 2. Layoffs**

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

##### **Section 3. Recall**

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

#### **Section 4. Lateral Entry or Re-entry**

No employees shall be placed at a higher level for purposes of seniority, under article 16 or elsewhere. The County may, within the unit, hire a new or returning employee with appropriate experience at a level of pay and benefits higher than that of starting pay for corrections officers.

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

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

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

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

#### **Section 5. Seniority List**

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

#### **Section 6. Seniority - Promotions and Demotions**

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

#### **Section 7. Postings for laid off employees**

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

#### **Section 8. Seniority for Unit members returning to unit work**

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

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

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

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

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

### **Article 36 - Separability and Savings**

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

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

### **Article 37 - Separation from Employment**

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

### **Article 38 - Staff Meetings**

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

### **Article 39 - Subcontracting**

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

### **Article 40- Shop Stewards**

#### **Section 1 - Duties**

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

- a) the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- b) the collection of dues when authorized by appropriate Local Union action;

- c) the transmission of such messages and information, which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing.
- d) shop stewards performing union business during off duty time shall not be compensated by the county for that time.

## **Section 2. Job Action Authority**

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

## **Section 3. Grievance Investigations**

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

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

## **Article 41 - Training Requirement**

The County will pay employees the applicable rate for attendance at all training sessions mandated by the Correctional Facility Correctional Facility Administrator. The County will also make available sufficient in-service training classes for employees to maintain certification requirements. Employees who attend remote training will be provided transportation, if available, or are to carpool and be reimbursed for mileage.

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

## **Article 42 - Uniforms**

Kennebec County will provide two (2) basic training uniforms to all full-time Corrections Officers upon being hired. First issuance of three (3) basic Corrections Officer uniforms shall be seasonally appropriate to all full-time Corrections Officers who have completed six (6) months of service or have completed the Basic Corrections Officer's Academy. The basic uniforms issued to each Corrections Officer consists of the following:

The basic Training Uniform that is to be worn prior to and during training at the Basic Corrections Officer's Academy consists of the following:

- ✓ Two (2) polo shirts (Long and/or short sleeve)
- ✓ One (1) T-shirt
- ✓ Two (2) pairs of pants
- ✓ One (1) pair of regular duty boots (black in color)
- ✓ One (1) dress belt
- ✓ One (1) duty belt with appropriate duty gear and cases
- ✓ One (1) uniform jacket (during winter)

The basic Corrections Officer Uniform to be issued at six (6) months of service or Academy Graduation, to full-time Corrections Officers shall consist of:

- ✓ Three (3) uniform shirts with required name strip and agency patches attached. Long and/or short sleeve (officer's choice).
- ✓ Three (3) pairs of uniform pants
- ✓ One (1) uniform jacket (unless already issued with training uniform)

Corrections Officers will receive their uniforms through the quartermaster.

All Corrections uniform items, except for boots, are County property and will be returned promptly to the County by the individual upon his/her termination of employment. Kennebec

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

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

#### **Article 43 - Union Activities**

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

#### **Article 44 - Use of County Property or Funds**

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

#### **Article 45 - Workweek**

The Corrections employee shall work the following schedules:

- ✓ All corrections personnel shall work a permanent shift of five (5) days on and two (2) days off. Pick of the shift to be determined by seniority.
- ✓ All workweeks and work schedules shall be in accordance with that which is listed above and will remain unchanged during the life of the contract except in exigent circumstances.

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

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

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

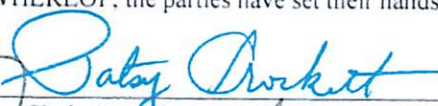
Employees volunteering for any special programs may work on a revised schedule.

#### **Overtime:**

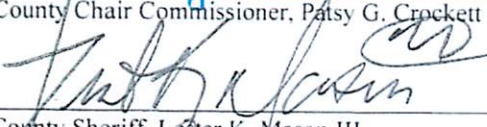
- a) No employee shall be allowed to work more than two (2) consecutive eight (8) hour shifts at one (1) time.
- b) No employee shall be forced to work more than forty-nine and one half (49.5) hours or six shifts except in a bonafide emergency, unless employee falls into conditions stipulated in step 6.
- c) No employee may volunteer to work more than a total of 66 hours per week.
- d) Any employee working in excess of their regularly scheduled workweek shall be compensated for such time worked at a rate of one and one half (1 1/2) times the employee's straight time base hourly rate of pay.
- e) No employee will be allowed to work back-to-back double shifts on any two (2) consecutive days.
- f) All vacancies and overtime within the unit will be first offered to full-time regular, and then to part-timers. Part-timers may be first offered overtime which arises from planned time off. Planned time off includes all leave except unplanned sick time. Planned sick leave or extended sick leave may be considered planned time off. No bargaining unit member below the rank of Corporal shall be mandated to work on either of their days off, meaning days off start with last and first hour of the scheduled work

- week. In the event of exigent circumstances, members below the rank of corporal may be mandated on days off. If mandated for days off, they will receive pay at two times their base rate for hours worked.
- g) Employees will not be called in while on vacation unless an emergency exists. Employees may not be "forced in" while on vacation leave. In the case of an emergency and an employee is "forced in" the vacation time will be counted as hours worked for determination of overtime compensation. Any "force ins" while on vacation must be approved by the Correctional Facility Administrator. The county will recruit to fill budgeted full-time positions when openings exist.
  - h) Posted overtime may be split between two (2) employees with no bumping rights after the schedule has been signed off. If either employee fails to fill their obligation the other employee is responsible for working the entire shift. In the event an employee splits a shift and has less than the maximum hours they may be ordered in for another full shift.
  - i) The County and the Union agree to periodically review the "order in" procedures based on the needs of the facility and the effectiveness of the attendance control policy.
  - j) Overtime is first offered to full-time employees in accordance with overtime rules unless it is planned overtime. If the Correctional Facility Administrator or designee is unable to get a replacement to fill the overtime, then the employee with the least number of scheduled shifts, or if all equal, the least amount of seniority for that week will be ordered in to fill the shift. Work weeks will run from Monday to Sunday.
  - k) If as a result of an illness or injury an employee cannot work more than 41.25 hours per week, overtime shall be excused for a period of up to six (6) months. The accommodation may be extended by another six (6) months if the employee provides the employer with a licensed physician's note.
  - l) Supervisors may not sign up for a non-supervisory post if there is an open shift for a supervisor during that workweek. If a supervisor works a non-supervisory post, it does not exclude them from being ordered in to fill a supervisory shift later in the week as long as it does not violate other sections of the contract. If there is a vacant overtime shift for a supervisor and no supervisor has volunteered to work that shift, then the next available supervisor on the rotation will be ordered in for that shift. The rotation will start on the first day of this contract and be arranged by classification then seniority and will work in an ascending order. As new supervisors are promoted, they will start at the bottom of the rotation.
  - m) Acting Corporal - If a line officer acts as a corporal, in the absence of an on-duty supervisor, they will receive the corporal's pay.

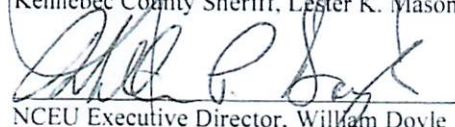
IN WITNESS WHEREOF, the parties have set their hands and seals this 15<sup>th</sup> day of August.

  
Kennebec County Chair Commissioner, Patsy G. Crockett

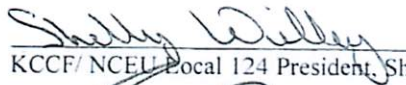
08/15/23  
Date

  
Kennebec County Sheriff, Lester K. Mason III

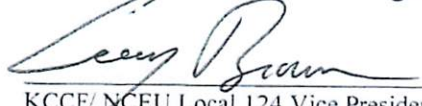
08/04/2023  
Date

  
NCEU Executive Director, William Doyle

8/4/23  
Date

  
KCCF/NCEU Local 124 President, Shelly Willey

8/4/23  
Date

  
KCCF/NCEU Local 124 Vice President, Cody Brown

8/4/2023  
Date

## **APPENDIX A**

### **WAGES**

Effective July 1, 2023, officers acting as Field Training Officers shall be paid a stipend of \$.50 per hour while performing the duties of a Field Training Officer (FTO). Finance and Human Resources needs to receive prior notification that an employee will be receiving an FTO stipend prior to the payroll in which it is paid.

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

or

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

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

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

Effective July 1, 2023, employees will receive an educational stipend with proof of degree completion. Proof of completion is to be provided to Department Head and Human Resource and will require approval from the County Administrator. The stipend, upon approval, will be added to the employee's hourly rate going forward, and will begin in the subsequent payroll. Employees already receiving an annual payout of this stipend will receive a one-time payment (January through June), and will have the stipend added to their hourly rate going forward.

The parties agree they may re-open negotiations on compensation dependent upon economic feasibility.

# Appendix A Wage Scale

|                                    |       |       | 2023     | Longevity | 2024     | Longevity | 2025     | Longevity | 2026     | Longevity |
|------------------------------------|-------|-------|----------|-----------|----------|-----------|----------|-----------|----------|-----------|
|                                    |       |       | 2.50%    | 2.0%      | 3.00%    | 2.0%      | 7.00%    | 2.0%      | 7.00%    | 2.0%      |
| % Increase >=                      | Steps | Years |          |           |          |           |          |           |          |           |
| Corrections Officers/ Mailroom     | E     | 0     | \$ 18.44 |           | \$ 18.99 |           | \$ 20.32 |           | \$ 21.75 |           |
| Corrections Officers/ Mailroom [1] | 1     | 1     | \$ 19.46 |           | \$ 20.04 |           | \$ 21.45 |           | \$ 22.95 |           |
| Corrections Officers/ Mailroom     | 2     | 2     | \$ 19.98 |           | \$ 20.58 |           | \$ 22.02 |           | \$ 23.56 |           |
| Corrections Officers/ Mailroom     | 3     | 3     | \$ 20.50 |           | \$ 21.12 |           | \$ 22.59 |           | \$ 24.17 |           |
| Corrections Officers/ Mailroom     | 4     | 4     | \$ 21.02 |           | \$ 21.65 |           | \$ 23.17 |           | \$ 24.79 |           |
| Corrections Officers/ Mailroom     | 5     | 5     | \$ 21.29 |           | \$ 21.93 |           | \$ 23.46 |           | \$ 25.11 |           |
| Corrections Officers/ Mailroom     | 6     | 6     | \$ 21.56 |           | \$ 22.21 |           | \$ 23.76 |           | \$ 25.42 |           |
| Corrections Officers/ Mailroom     | 7     | 7     | \$ 22.12 |           | \$ 23.81 |           | \$ 24.48 |           | \$ 27.26 |           |
| Corrections Officers/ Mailroom     | 8     | 8     | \$ 23.39 |           | \$ 24.09 |           | \$ 25.78 |           | \$ 27.90 |           |
| Corrections Officers/ Mailroom     | 9     | 9     | \$ 23.66 |           | \$ 24.37 |           | \$ 26.08 |           | \$ 28.30 |           |
| Corrections Officers/ Mailroom     | 10    | 10    | \$ 23.91 |           | \$ 24.63 |           | \$ 26.35 |           | \$ 28.60 |           |
| Corrections Officers/ Mailroom     | 11    | 11    | \$ 24.18 |           | \$ 24.91 |           | \$ 26.65 |           | \$ 28.91 |           |
| Corrections Officers/ Mailroom     | 12    | 12    | \$ 24.44 | \$ 24.94  | \$ 25.17 | \$ 25.68  | \$ 26.94 | \$ 27.47  | \$ 28.82 | \$ 29.40  |
| Corrections Officers/ Mailroom     | 13    | 13    | \$ 24.70 | \$ 25.20  | \$ 25.44 | \$ 25.95  | \$ 27.22 | \$ 27.77  | \$ 28.13 | \$ 29.71  |
| Corporals/ Mailroom Supervisor     | E     | 0     | \$ 19.68 |           | \$ 21.40 |           | \$ 22.79 |           | \$ 24.39 |           |
| Corporals/ Mailroom Supervisor     | 1     | 1     | \$ 19.87 |           | \$ 21.50 |           | \$ 23.00 |           | \$ 24.61 |           |
| Corporals/ Mailroom Supervisor     | 2     | 2     | \$ 20.18 |           | \$ 21.82 |           | \$ 23.34 |           | \$ 24.98 |           |
| Corporals/ Mailroom Supervisor     | 3     | 3     | \$ 20.82 |           | \$ 22.47 |           | \$ 24.05 |           | \$ 25.73 |           |
| Corporals/ Mailroom Supervisor     | 4     | 4     | \$ 21.37 |           | \$ 23.04 |           | \$ 24.65 |           | \$ 26.38 |           |
| Corporals/ Mailroom Supervisor     | 5     | 5     | \$ 21.91 |           | \$ 23.60 |           | \$ 25.25 |           | \$ 27.02 |           |
| Corporals/ Mailroom Supervisor     | 6     | 6     | \$ 22.44 |           | \$ 24.14 |           | \$ 25.83 |           | \$ 27.64 |           |
| Corporals/ Mailroom Supervisor     | 7     | 7     | \$ 22.86 |           | \$ 24.58 |           | \$ 26.30 |           | \$ 28.14 |           |
| Corporals/ Mailroom Supervisor     | 8     | 8     | \$ 23.05 |           | \$ 25.80 |           | \$ 27.61 |           | \$ 29.54 |           |
| Corporals/ Mailroom Supervisor     | 9     | 9     | \$ 24.57 |           | \$ 26.34 |           | \$ 28.18 |           | \$ 30.15 |           |
| Corporals/ Mailroom Supervisor     | 10    | 10    | \$ 25.12 |           | \$ 26.90 |           | \$ 28.59 |           | \$ 30.59 |           |
| Corporals/ Mailroom Supervisor     | 11    | 11    | \$ 25.77 | \$ 26.29  | \$ 27.57 | \$ 28.12  | \$ 29.50 | \$ 30.09  | \$ 31.57 | \$ 32.20  |
| Corporals/ Mailroom Supervisor     | 12    | 12    | \$ 26.31 | \$ 26.84  | \$ 28.13 | \$ 28.69  | \$ 30.10 | \$ 30.70  | \$ 32.21 | \$ 32.85  |
| Corporals/ Mailroom Supervisor     | 13    | 13    | \$ 26.99 |           | \$ 28.63 |           | \$ 30.85 |           | \$ 33.01 |           |
| Sergeants                          | E     | 0     | \$ 20.46 |           | \$ 22.10 |           | \$ 23.65 |           | \$ 25.31 |           |
| Sergeants                          | 1     | 1     | \$ 21.11 |           | \$ 22.77 |           | \$ 24.37 |           | \$ 26.07 |           |
| Sergeants                          | 2     | 2     | \$ 21.43 |           | \$ 23.10 |           | \$ 24.72 |           | \$ 26.45 |           |
| Sergeants                          | 3     | 3     | \$ 21.98 |           | \$ 23.67 |           | \$ 25.33 |           | \$ 27.10 |           |
| Sergeants                          | 4     | 4     | \$ 22.53 |           | \$ 24.24 |           | \$ 25.93 |           | \$ 27.75 |           |
| Sergeants                          | 5     | 5     | \$ 23.05 |           | \$ 24.77 |           | \$ 26.51 |           | \$ 28.36 |           |
| Sergeants                          | 6     | 6     | \$ 23.60 |           | \$ 25.34 |           | \$ 27.11 |           | \$ 29.01 |           |
| Sergeants                          | 7     | 7     | \$ 24.69 |           | \$ 26.46 |           | \$ 28.31 |           | \$ 30.29 |           |
| Sergeants                          | 8     | 8     | \$ 25.24 |           | \$ 27.03 |           | \$ 28.92 |           | \$ 30.94 |           |
| Sergeants                          | 9     | 9     | \$ 25.60 |           | \$ 27.40 |           | \$ 29.32 |           | \$ 31.37 |           |
| Sergeants                          | 10    | 10    | \$ 25.78 |           | \$ 27.58 |           | \$ 29.51 |           | \$ 31.58 |           |
| Sergeants                          | 11    | 11    | \$ 26.43 | \$ 26.96  | \$ 28.25 | \$ 28.82  | \$ 30.23 | \$ 30.84  | \$ 32.35 | \$ 32.99  |
| Sergeants                          | 12    | 12    | \$ 26.99 | \$ 27.53  | \$ 28.83 | \$ 29.41  | \$ 30.85 | \$ 31.46  | \$ 33.01 | \$ 33.67  |
| Sergeants                          | 13    | 13    | \$ 27.57 |           | \$ 29.04 |           | \$ 31.45 |           | \$ 33.68 |           |
| Staff Sergeant                     | E     | 0     | \$ 21.37 |           | \$ 23.60 |           | \$ 25.25 |           | \$ 27.02 |           |
| Staff Sergeant                     | 1     | 1     | \$ 21.91 |           | \$ 24.28 |           | \$ 25.98 |           | \$ 27.79 |           |
| Staff Sergeant                     | 2     | 2     | \$ 22.57 |           | \$ 24.80 |           | \$ 26.32 |           | \$ 28.16 |           |
| Staff Sergeant                     | 3     | 3     | \$ 23.44 |           | \$ 25.17 |           | \$ 26.94 |           | \$ 28.82 |           |
| Staff Sergeant                     | 4     | 4     | \$ 23.98 |           | \$ 25.73 |           | \$ 27.53 |           | \$ 29.46 |           |
| Staff Sergeant                     | 5     | 5     | \$ 24.51 |           | \$ 26.28 |           | \$ 28.11 |           | \$ 30.08 |           |
| Staff Sergeant                     | 6     | 6     | \$ 25.07 |           | \$ 26.85 |           | \$ 28.73 |           | \$ 30.74 |           |
| Staff Sergeant                     | 7     | 7     | \$ 26.15 |           | \$ 27.96 |           | \$ 29.32 |           | \$ 32.02 |           |
| Staff Sergeant                     | 8     | 8     | \$ 26.70 |           | \$ 28.53 |           | \$ 30.53 |           | \$ 32.67 |           |
| Staff Sergeant                     | 9     | 9     | \$ 27.05 |           | \$ 28.89 |           | \$ 30.91 |           | \$ 33.03 |           |
| Staff Sergeant                     | 10    | 10    | \$ 27.24 |           | \$ 29.09 |           | \$ 31.12 |           | \$ 33.30 |           |
| Staff Sergeant                     | 11    | 11    | \$ 27.90 | \$ 28.46  | \$ 29.77 | \$ 30.36  | \$ 31.95 | \$ 32.49  | \$ 34.08 | \$ 34.76  |
| Staff Sergeant                     | 12    | 12    | \$ 28.45 | \$ 29.03  | \$ 30.33 | \$ 30.94  | \$ 32.46 | \$ 33.11  | \$ 34.73 | \$ 35.42  |
| Staff Sergeant                     | 13    | 13    | \$ 28.66 |           | \$ 30.13 |           | \$ 32.46 |           | \$ 34.73 |           |
| Maintenance Tech                   | E     | 0     | \$ 17.66 |           | \$ 19.22 |           | \$ 20.57 |           | \$ 22.00 |           |
| Maintenance Tech                   | 1     | 1     | \$ 17.93 |           | \$ 19.50 |           | \$ 20.86 |           | \$ 22.32 |           |
| Maintenance Tech                   | 2     | 2     | \$ 18.35 |           | \$ 19.93 |           | \$ 21.33 |           | \$ 22.82 |           |
| Maintenance Tech                   | 3     | 3     | \$ 18.63 |           | \$ 20.22 |           | \$ 21.63 |           | \$ 23.15 |           |
| Maintenance Tech                   | 4     | 4     | \$ 19.39 |           | \$ 21.00 |           | \$ 22.47 |           | \$ 24.04 |           |
| Maintenance Tech                   | 5     | 5     | \$ 19.88 |           | \$ 21.51 |           | \$ 23.01 |           | \$ 24.62 |           |
| Maintenance Tech                   | 6     | 6     | \$ 20.97 |           | \$ 22.63 |           | \$ 24.21 |           | \$ 25.91 |           |
| Maintenance Tech                   | 7     | 7     | \$ 21.13 |           | \$ 22.79 |           | \$ 24.39 |           | \$ 26.10 |           |
| Maintenance Tech                   | 8     | 8     | \$ 21.71 |           | \$ 23.39 |           | \$ 25.03 |           | \$ 26.78 |           |
| Maintenance Tech                   | 9     | 9     | \$ 22.33 |           | \$ 24.03 |           | \$ 25.71 |           | \$ 27.51 |           |
| Maintenance Tech                   | 10    | 10    | \$ 22.92 |           | \$ 24.64 |           | \$ 26.36 |           | \$ 28.21 |           |
| Maintenance Tech                   | 11    | 11    | \$ 23.52 |           | \$ 25.26 |           | \$ 27.02 |           | \$ 28.92 |           |
| Maintenance Tech                   | 12    | 12    | \$ 24.14 | \$ 24.63  | \$ 25.89 | \$ 26.41  | \$ 27.71 | \$ 28.26  | \$ 29.55 | \$ 30.24  |
| Maintenance Tech                   | 13    | 13    | \$ 24.76 | \$ 25.26  | \$ 26.53 | \$ 27.06  | \$ 28.39 | \$ 28.96  | \$ 30.38 | \$ 30.98  |
| Maintenance Super                  | E     | 0     | \$ 20.18 |           | \$ 21.82 |           | \$ 23.34 |           | \$ 24.98 |           |
| Maintenance Super                  | 1     | 1     | \$ 20.80 |           | \$ 22.45 |           | \$ 24.03 |           | \$ 25.71 |           |
| Maintenance Super                  | 2     | 2     | \$ 21.44 |           | \$ 23.11 |           | \$ 24.73 |           | \$ 26.46 |           |
| Maintenance Super                  | 3     | 3     | \$ 22.09 |           | \$ 23.78 |           | \$ 25.45 |           | \$ 27.23 |           |
| Maintenance Super                  | 4     | 4     | \$ 22.41 |           | \$ 24.11 |           | \$ 25.80 |           | \$ 27.61 |           |
| Maintenance Super                  | 5     | 5     | \$ 22.74 |           | \$ 24.45 |           | \$ 26.26 |           | \$ 28.00 |           |
| Maintenance Super                  | 6     | 6     | \$ 23.05 |           | \$ 24.77 |           | \$ 26.51 |           | \$ 28.36 |           |
| Maintenance Super                  | 7     | 7     | \$ 23.36 |           | \$ 25.09 |           | \$ 26.85 |           | \$ 28.73 |           |
| Maintenance Super                  | 8     | 8     | \$ 23.68 |           | \$ 25.42 |           | \$ 27.17 |           | \$ 29.10 |           |
| Maintenance Super                  | 9     | 9     | \$ 24.02 |           | \$ 25.77 |           | \$ 27.57 |           | \$ 29.50 |           |
| Maintenance Super                  | 10    | 10    | \$ 24.32 |           | \$ 26.08 |           | \$ 27.91 |           | \$ 29.85 |           |
| Maintenance Super                  | 11    | 11    | \$ 24.97 |           | \$ 26.75 |           | \$ 28.62 |           | \$ 30.63 |           |
| Maintenance Super                  | 12    | 12    | \$ 25.49 | \$ 26.21  | \$ 27.35 | \$ 28.59  | \$ 29.16 | \$ 30.59  | \$ 31.20 |           |
| Maintenance Super                  | 13    | 13    | \$ 25.99 | \$ 26.55  | \$ 27.88 | \$ 28.97  | \$ 29.55 | \$ 31.00  | \$ 31.62 |           |

Inclusion of two Mailroom positions in this contract (#Y24-#Y26)

[1] Mailroom Clerk-reclad

[2] Mailroom Supervisor-reclad

## **Appendix B**

### **Weingarten Rights**

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

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

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

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

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

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

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

**Memorandum of Understanding**  
Between  
Kennebec County  
And  
The National Correctional Employees' Union

To address a discrepancy between the most recent collective bargaining agreement (July 1, 2023-June 30, 2026) and the 2021 Maine Earned Paid Leave Law.

BE IT KNOWN that the undersigned parties, for good consideration, agree to make the changes outlined below. These changes shall be valid as part of the original contract.

Article 11 – Compensated Time Off

**Sick Leave**

County employees shall be entitled to paid leave for personal illness, medical appointments or illness in the employee's immediate family. Sick leave shall be earned at the rate of 8.25 hours per month ~~from six months on~~ **and may use this time after four months of employment.** Employees must accumulate 206.25 hours of sick leave prior to becoming eligible to cash sick leave upon separation.

No other terms or conditions of the contract are negated or changed as a result of this addendum.

FOR THE COUNTY OF KENNEBEC

  
\_\_\_\_\_  
Patsy Crockett                      Date  
Kennebec County Commissioner, Chair

FOR THE UNION (NCEU)

  
\_\_\_\_\_  
William Doyle                      Date  
NCEU Executive Director