



Agreement Between Kennebec County
and the
Laborers' International Union of North America, Local Union 327
for the
Kennebec County Clerical Staffs
of
The Registry of Deeds and The District Attorney

July 1, 2024 - June 30, 2027

Article	Description	Page
1	Preamble	3
2	Recognition	3
3	Access to Premises	3
4	Bulletin Boards	3
5	Checkoff Authorization	3
6	Availability of Agreement	3
7	Union Activities	4
8	Discipline	4
9	Grievance Procedure	5
10	Identification Fee	6
11	Individual Agreement	6
12	Labor/ Management Committee	6
13	Separability & Savings	6
14	Management Rights & Department Rules	6
15	Compensation Claims	7
16	Return to Work	7
17	Sanitary Conditions	7
18	Shop Stewards	7
19	Non-discrimination	8
20	Use of County Property or Funds	8
21	Probationary Period	8
22	Seniority	9
23	Job Descriptions	9
24	Military Leave	9
25	Jury Duty	9
26	Separation from Employment	9
27	Bereavement	9
28	Leave Benefits	10
29	Health Insurance	11
30	Holidays	12
31	Sick Leave	13
32	Work Week	12
33	Mileage Allotment	13
34	Vacation	13
35	Duration of Agreement & Signatures	13
36	Contingency	14
Appendix A	Salary Schedules/ Matrix	15
Appendix B	Education Stipends	15

ARTICLE 1 - PREAMBLE

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

ARTICLE 2 - RECOGNITION

The County recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, and other conditions of employment 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 part time, temporary, seasonal, or on-call.

ARTICLE 3 - ACCESS TO PREMISES

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

ARTICLE 4 - 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.

ARTICLE 5 - CHECKOFF AUTHORIZATION

Section 1. Dues Deduction

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

Section 2. Dues Forwarded to Local

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

Section 3. Delinquent Dues

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

Section 4. Indemnification

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

ARTICLE 6 - AVAILABILITY OF AGREEMENT

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

ARTICLE 7 - 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 Steward of the Union shall annually provide the County Commissioners with a list of members on the Union Negotiating Team.

ARTICLE 8 - DISCIPLINE

The function of disciplinary action shall serve to correct an employee's job performance that has been inadequate in one or more respects. The employee's respective Department Head shall be responsible for providing appropriate disciplinary action. Progressive disciplinary action for inadequate job performance may be taken in situations including, but not limited to the following, when:

- A. An employee exhibits gross insubordination, including deliberate disobedience of a proper and reasonable instruction from one's supervisor;
- B. An employee steals property from other employees or the County or destroys the personal property of other employees or that of the County;
- C. An employee is absent without leave;
- D. An employee knowingly gives false statements to his/her supervisor or the public, or when an employee knowingly falsifies public records;
- E. An employee reports to work under intoxication of alcohol or under the influence of drugs;
- F. An employee accepts gifts and/or gratuities for the performance of his/her regular duties;
- G. An employee exerts undue political influence or unethical pressure on a County employee in securing promotions, reclassification, leaves of absence, increased pay and/or other favors;
- H. An employee knowingly removes County property (e.g., vehicle, tools, machinery, etc.) without permission of the proper authority;
- I. An employee willfully violates any policy and procedure.

All Disciplinary action shall be reported to the Human Resources Office.

The following will result in corrective action:

- A. An employee allows his/her work habits, production, or ability to handle the duties of his/her position to fall below an adequate level of competence;
- B. An employee acts in a manner which tends to lower the morale or impair the discipline of other County employees;
- C. An employee acts in a manner deemed not in the best interest of the County;

DISCIPLINARY PROCEDURES

At his/her discretion, a Department Head who notes unsatisfactory job performance, noncompliance with department regulations, or willful violations as enumerated previously, may issue an oral or written reprimand to the employee, including reasons for the reprimand and any corrective action to be taken. If an oral reprimand is given the department shall follow up the oral reprimand with a written memo to be signed by the Department Head and the employee. The Human Resources Office shall be given copies of any written warnings and or disciplinary action taken by the Department Head and copies will be placed in the employees file.

SUSPENSION

A Department Head may suspend an unsatisfactory employee without pay for up to ten (10) working days. Such suspensions may be in lieu of disciplinary probation or at the expiration of the disciplinary probation, depending upon the situation. The employee will receive a written notice stating reasons for the suspension, the effective date, and the length thereof.

At the end of the employee's suspension, the employee may be placed on disciplinary probation up to a maximum of 30 days. The Department Head will inform the Human Resources Office either of the employee's improved behavior/performance and his/her recommended retention, or of the continued unsatisfactory situation and his/her discharge of the employee.

DISCHARGE

An employee who does not improve after the steps of notice of unsatisfactory job performance and suspension as outlined above, may be discharged either because of unsatisfactory job performance or a violation of the County as outlined in Section II. There may be times when an act is so egregious that an employee may be discharged without going through progressive discipline.

The Department Head shall inform the employee, in writing, of the discharge and the reasons thereof. The discharge will be made only after every effort has been made by the Department Head to correct the situation, including the progressive discipline outlined above.

APPEAL PROCESS

Any employee who has been discharged shall follow the grievance procedure.

ARTICLE 9 - GRIEVANCE PROCEDURE

Section 1

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

Step 1. The aggrieved employee(s) must present the grievance, in writing, to the Shop Steward or Alternate within ten (10) working days after knowledge of the grievance or the reason for the grievance has occurred, except no time limit shall apply in case of violation of wage provisions of this Agreement. Grievances shall be submitted on a jointly approved grievance form and shall cite the alleged contract violation. A copy of the grievance shall be forwarded to the Human Resources office.

The Shop Steward or Alternate and/or the employee shall take up the grievance, in writing, with the Supervisor. If the Steward and/or the employee with the Supervisor have not resolved the grievance within ten (10) working days after the meeting between the grievant, Steward and Supervisor, the Shop Steward and/or the employee shall submit such written grievance to the Department Head.

If the Steward and/or employee with the Department Head or designee have not resolved the grievance within ten (10) working days after the meeting between the grievant, Steward and the Department Head, the Shop Steward and/or employee shall submit such grievance immediately 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 receipt of the written response from the Department Head. 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) days after the conclusion of testimony, final argument and submission of briefs by the parties. In the event an employee processes the grievance on his/her 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/her own grievance. However, each party shall be responsible for compensating its own representatives and witnesses. County employees will be given time off with pay to participate in the arbitration. 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. In the event of a grievance settlement that awards an unearned monetary award, said award does not set any precedent for the future.

Section 6. All grievance decisions shall be forwarded to the Human Resources office.

ARTICLE 10 - IDENTIFICATION FEE

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

ARTICLE 11 - INDIVIDUAL AGREEMENT

The County and employees covered by this agreement agree not to enter into any agreement or contract with the employees, individually or collectively, which in any way conflicts with the term of this agreement. Any such agreement shall be null and void.

ARTICLE 12 - LABOR/ MANAGEMENT COMMITTEE

The County and the union mutually agree that maintaining a dialogue on critical issues concerning the operations of the District Attorney's office and the Registry of Deeds will serve to improve the operations and safety of the departments and improve employee morale. To this end the County and Union agree to hold labor/management meetings as needed to address issues concerning the safe and efficient operation of the departments. The Union shall appoint two members to represent their membership. Appropriate members of management will attend.

ARTICLE 13 - SEPARABILITY AND SAVINGS

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

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either County or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitations of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice either party shall be permitted all legal or economic resources 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 14 - MANAGEMENT RIGHTS AND DEPARTMENT RULES

The Union agrees that the County has and will continue to retain the sole and exclusive right to manage its operation and retains all management rights, whether exercised or not, unless specifically abridged, modified or delegated by the provisions of this agreement including the right to discipline, suspend, demote and or discharge for just cause.

ARTICLE 15 - 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 guarantee pay for the employee 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/her regular shift on that day. An employee who has returned to regular duty - after sustaining a compensable injury, and who is required by the workers' compensation doctor to receive additional medical treatment during - regularly scheduled working hours, shall receive the regular hourly rate of pay for such time.

ARTICLE 16 - RETURN TO WORK

Kennebec County is committed to returning injured/ill employees to work in a productive position within our organization as soon as possible in order to prepare for the return to full time duty. To accomplish this, Kennebec County requires the assistance of all employees, management and supervisors.

- A. Employees will provide Human Resources with a note from the Doctor or Preferred Provider clearing the injured/ill employee for assignment to a light duty position. Human Resources will then assign the employee work in any County department that has light duty work available. Light duty assignments shall not exceed six months in duration.
- B. Assignments may be changed at any time, upon the approval of Human Resources and or the Department Head if deemed in the best interest of the employee or the County.
- C. Assignment to temporary light duty shall not affect an employee's pay classification, pay increases, promotions, retirement benefits or other employee benefits.
- D. No specific position within this county shall be established for use as a temporary light-duty assignment, nor shall any existing position be designated or utilized exclusively for personnel on temporary light duty.
- E. Light-duty assignments are strictly temporary and normally should not exceed three months duration. After three months, personnel on temporary light duty who are not capable of returning to their original duty assignment shall present a request for extension of temporary light duty for an additional three months. Supporting documentation must be presented to the Human Resources Manager.
- F. Employees may not refuse temporary light-duty assignments authorized by the Preferred Provider or physician.
- G. Temporary light-duty assignments may be in any County department and be drawn from a range of technical and administrative areas. Light duty positions may vary due to the availability of the assignments.
- H. In addition to considerations included in this article, decisions on temporary light- duty assignments shall be made based upon the availability of an appropriate assignment given the applicant's knowledge, skills and abilities; and the physical limitations imposed on the employee.
- I. As a condition of continued assignment to temporary light duty, employees shall be required to submit to periodic physical assessments of their condition as specified by the Preferred Provider and/or physician.
- J. Prior to returning to full time status employees are required to provide a fit for duty form signed by the preferred provider or physician.

ARTICLE 17 - 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.

ARTICLE 18 - SHOP STEWARDS

Section 1. Duties

The County recognizes the right of the Union to designate Shop Stewards and Alternates. 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 Department Head. 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 Department Head.

ARTICLE 19 - NON -DISCRIMINATION

Kennebec County provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, amnesty, or status as a covered veteran in accordance with applicable federal, state and local laws.

Kennebec County complies with applicable federal, state and local laws governing nondiscrimination in employment in every location in the County facilities. This article applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

Kennebec County expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.

Improper interference with the ability of Kennebec County's employees to perform their expected job duties is absolutely not tolerated.

ARTICLE 20 - USE OF COUNTY PROPERTY OR FUNDS

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

ARTICLE 21 - PROBATIONARY PERIOD

All new employees, excluding Law Enforcement and Corrections shall serve a six- (6) month probationary period or a total number of hours worked which equals 6 months. Prior to the expiration of the six- (6) month probationary period, the County's right to discharge the probationary employee shall not be a proper subject for a grievance, however the discharged employee shall have the right to an appeal to the County Commissioners. The probationary period may be extended by a period not to exceed an additional six (6) months by notifying the employee in writing not less than five (5) days before the expiration of the probationary period. Probationary employees are not eligible for promotions.

During the probationary period, sick leave and vacation leave will be accrued at the completion of each month; however, vacation and sick leave cannot be used until the probationary period has been completed.

All employees promoted to a new job classification will serve a ninety- (90) day probationary period. During this period, the employee may be reclassified to the position from which they were promoted, should the employer feel

the employee cannot perform in the new position or job performance proves unsatisfactory.

At the end of the initial employment period, the supervisor will provide a work review to the employee.

ARTICLE 22 - SENIORITY

Seniority as defined in this Article shall be the length of permanent county service without a break in service of more than one year (unless on approved leave). Approved leaves of absence (e.g., maternity leave, military leave) shall not constitute an interruption of service; provided, however, that seniority shall continue to accrue during time spent on disability leaves only.

Assignment of employees' schedules and vacations shall be made on the basis of seniority where there is no distinction between employees with respect to factors relevant to the ability of the employees to perform the required duties and responsibilities satisfactorily, or subject to the operating needs of the department.

ARTICLE 23 - JOB DESCRIPTIONS

Section 1. The County agrees to furnish the Union within sixty (60) days after the execution of this Agreement with the current job descriptions for each classification included in the bargaining unit. The County further agrees to submit any changes to the job descriptions and to discuss said changes with the Union before any changes are instituted. In the event the Union does not agree with the changes, the Union may file a grievance under Step 2 of the Grievance Procedure to resolve any differences.

Section 2. Employees shall notify the administration of their active and current phone number and immediately notify the administration of any changes.

ARTICLE 24 - 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 Uniformed Services Employment and Reemployment Rights Act (USERRA) for all full time regular employees who are members of the uniformed services.

ARTICLE 25 - JURY DUTY PAY

Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. Employee's receiving jury duty pay will submit their court reimbursement checks to the County Treasurer.

The employee is expected to report for work whenever the court schedule permits. Employee's receiving witness duty pay will submit their court reimbursement checks to the County Treasurer.

ARTICLE 26 - 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. A final paycheck will be issued on the next payroll run.

ARTICLE 27 - BEREAVEMENT

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

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

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

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

In the event an employee desires more time, they may request vacation time with the approval of the Department Head and County Administrator.

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

ARTICLE 28 - LEAVE BENEFITS

Any employee in an unpaid status shall be considered to be separated from service with the county unless that employee has received an approved leave of absence.

- A. Leaves of absence of less than ten (10) consecutive workdays may be granted or denied by the Department Head without prior written request.
- B. An employee in any unpaid status for ten (10) consecutive workdays shall request in writing, an unpaid leave of absence or be considered terminated from service. Prior written approval from the County Administrator is required for a leave of absence greater than 10 days. Employees on Family Medical Leave should refer to the Family Medical Leave Policy.
- C. Unpaid leaves of absence shall be considered when circumstances dictate. Request for leave of absence forms may be obtained from the Human Resources office. The granting or denial of a leave of absence shall be solely within the discretion of the County Administrator and shall not be subject to the grievance procedure.
- D. A leave of absence will not be permitted to start a business, operate a business, or undertake a career.
- E. A leave of absence shall be granted only when it appears that, because of the past record of the employee, or because of the purpose for which the leave is requested, it is in the best interest of the County to grant the leave request. In reviewing a leave request, the County Administrator shall consider the personnel available to do the employee's work during the requested time of absence.
- F. No leave of absence shall exceed one hundred eighty (180) calendar days in length.
- G. No vacations or sick leave shall accrue during a leave of absence. The employee may not use a vacation or sick leave benefit while on a leave of absence.
- H. The county will pay health insurance premiums under the terms of the county's health insurance program for the employee only for a period of ninety (90) calendar days if the employee is on an approved leave of absence for personal illness or injury.
- I. Upon written request of an employee on a leave of absence for personal injury or illness, the county may advance payment of health insurance premiums for an additional ninety (90) calendar day period.
- J. An employee on a leave of absence for personal injury or illness shall be permitted to pay the insurance premiums for the County's health insurance program for family and/or dental and IPP coverage up to the full term of the leave. The County reserves the right to deduct any health insurance premiums owed from the last paycheck to be issued to the employee.
- K. Employees on an approved leave of absence for other reasons may continue health insurance benefits, but shall pay the county the full premium. Such payment shall be made by the employee on or before the first day of the month of benefit coverage.
- L. When an employee has been absent from work for a period of three months, including any combination of paid sick or disability leave and approved leave of absence for medical reasons including workers' compensation disability, and is not able to return to work, the employee's status is changed to "inactive". That change maintains the person's status as an employee while it allows the County to fill the position from which he or she is absent. During this status current benefits may be maintained at the employee's expense. Along with other interested, qualified employees, inactive employees may apply as internal applicants for

future openings that occur.

- M. The return to work of an inactive employee will be considered a reinstatement to employment rather than a rehire. The County shall require a fitness for duty medical certification before the employee returns to work if the leave has been for personal injury or illness. The seniority the employee had accumulated before the inactive period will be reinstated upon the employee's return to work. If the employee returns to a position other than that which he or she held immediately before the leave of absence, the employee may have to serve a probationary period in the new position and may have to complete any training for that position. The returning employee will be required to become updated on relevant existing policies and procedures as they may have changed during the period of absence.
- N. A special case of medical leave is that of workers' compensation. Nothing in this article is intended to conflict with or interfere with an employee's rights under the workers' compensation laws. Once an employee who has been absent because of a work-related illness or injury is able to return to his or her regular position or to another position in Kennebec County for which the employee is qualified and which the County has vacant and intends to fill, the employee has the right to return to work. Fitness for duty medical certification shall be required by the County before the employee returns to work.
- . The return to work by an inactive employee from workers' compensation will be considered a reinstatement to employment rather than a rehire. The seniority the employee had accumulated before the workers' compensation leave will be reinstated upon the employee's return to work. The employee will not have to serve an additional probationary period, but shall be required to complete any training that may be required. The rate at which the returning employee accumulates vacation time will be based on his or her total time working for the County. The returning employee will be required to become updated on relevant existing policies and procedures as they may have changed during the period of absence.
- P. If an employee fails to report to work promptly at the end of the approved leave period, the County will assume that the employee has resigned.

ARTICLE 29 - HEALTH INSURANCE

The county may offer multiple health plans through its current carrier to its employees. The County pays the full cost of an individual employee; the employee is responsible for the family portion. The County will contribute the cost of the most generous plan available towards the cost of another plan that includes family coverage. If the cost of another plan is less than the most generous plan, this will not create a cash benefit for the employee. In the event an employee elects not to take health insurance, and provides proof of other health insurance, the County, in

December of each year shall pay the employee an amount equal to one half of the employee's premium from the date of hire. Employees must be employed by the County the entire month of December in order to be eligible for the buyout. 12 Health insurance will be effective the first day of the next month after employee begins employment not to exceed thirty (30) days. If an employee chooses to wait beyond the thirty (30) days, the employee must wait until the annual open enrollment in accordance with the MMEHT guidelines.

DENTAL INSURANCE

Dental insurance is offered by the County. The County agrees to payroll deduct the employee payment to the dental plan and forward it to the Maine Municipal Association.

VISION INSURANCE

Vision insurance is offered by the County. The County agrees to payroll deduct the employee payment to the vision plan and forward it to the Maine Municipal Association.

INCOME PROTECTION

The County offers income protection through the Maine Municipal Association. Payment is made through payroll deduction.

125 PLAN

The County shall make available to employees the provisions of Section 125 of the Internal Revenue Code as amended. Employees should read the policy carefully to become familiar with the existing benefits, conditions, restrictions, and exclusions of said policy contract.

ARTICLE 30 - HOLIDAYS

The following paid holidays are observed by Kennebec County.

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

When any holiday falls on a Sunday, the Monday following shall be observed as a holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. Additionally, any day the Governor, President, or County Commissioners declare as a state, federal or County holiday respectively.

ARTICLE 31 - SICK LEAVE

Sick leave benefits will accrue at the rate of 8 hours a month.

Paid sick leave may be used in minimum increments of two (2) hours per day. Sick leave benefits may be used for an absence due to a unit member's own illness or injury or that of a family member who resides in the member's household.

Sick leave may accumulate up to 960 hours. A member who is absent for three or more consecutive days due to illness or injury, may be required to provide a physician's statement verifying the illness or injury and its beginning and expected ending dates and provide fitness for duty to safely return to work. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits.

Sick leave benefits are calculated on base pay rate at the time of the absence. Sick time does not accrue on sick leave longer than ten (10) days in any given month.

Unit members hired prior to 2010, upon completion of five (5) years of employment, will receive payment of one half ($\frac{1}{2}$) of accumulated sick time up to 960 hours days for a maximum of 480 hours when separating employment in good standing.

Unit members hired after 2010, upon completion of five (5) years of employment and having a minimum accumulation of 240 hours, will receive payment of one half ($\frac{1}{2}$) of accumulated sick time up to 120 hours days or a maximum of 240 hours when separating employment in good standing.

A. Temporary Employees

- a. Temporary Employees are those employees appointed to a position for a limited period of time, including replacements for employees on leaves, extended or otherwise. Temporary employees, in addition to seasonal and on-call employees are not governed by this Agreement.

B. Full Time Employees

- a. Full time employees are defined as follows:
 - i. Deeds: 35 hours per week Monday - Friday
 - ii. DA: 40 hours per week Monday - Friday

C. Part Time Employees

- a. Part time employees are defined as those employees regularly scheduled to work less than a thirty (30) hour week, as determined by the County. Part time employees are not governed by this Agreement.

D. Hours Worked

ARTICLE 32 - WORK WEEK

Sick time and inclement weather closings shall not be considered time worked. Work hours shall be flexible for the County i.e., at the discretion of the Department Head, if an employee has completed forty (40) hours by mid-week, then the employee may be sent home to avoid overtime costs.

ARTICLE 33 - MILEAGE ALLOTMENT

In the event an employee is required to use his/her vehicle for county business the employee shall be paid at the per mile rate as set by the Commissioners each January.

ARTICLE 34 - VACATION

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Regular full-time employees are eligible to earn and use vacation time as described in this policy.

The amount of paid vacation time an employee receives each year increases with the length of their employment. The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee starts to earn vacation time.

Regular full-time employees shall earn paid vacation time at the rate of one day per month. For employees working 40-hour weeks:

YEARS OF SERVICE	HOURS ACCRUED PER MONTH	HOURS ACCRUED PER YEAR
1 st Year	8	96
2-7 Years	8	96
8-10 Years	10	150
11-14 Years	12	216
15-20 Years	14	280
20 Years +	16	384

For employees working 35-hour weeks:

YEARS OF SERVICE	HOURS ACCRUED PER MONTH	HOURS ACCRUED PER YEAR
1 st Year	7	84
2-7 Years	7	84
8-10 Years	9	135
11-14 Years	11	198
15-20 Years	13	260
20 Years +	15	360

Vacation accrual is credited at the completion of a calendar month.

All vacation carryover requests for the current year (not to exceed 40 or 35) will automatically rollover But must be used before June 1 of the following year.

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

ARTICLE 35 - DURATION OF THE AGREEMENT

This agreement shall be in effect from July 1, 2024, through June 30, 2027.

in full force and effect. Any and all changes to language as a result of this reopening must be mutually agreed upon by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals this 5th day of June 2021.

FOR THE COUNTY OF KENNEBEC



Patsy Crockett, Chair
Kennebec County Commissioner, Chair

FOR THE UNION (LIUNA Local 327)



Jason Shedlock, Regional Organizer & Secretary-Treasurer
Laborers' International Union of North America, LU 327

APPENDIX A - COMPENSATION

FY25 - LUUNA Wage Matrix - DA & Deeds - Proposed - 17.4% Average												
Position	1	2	3	4	5	6	7	8	9	10	11	12
Clerks	\$ 17.97	\$ 18.72	\$ 19.50	\$ 20.31	\$ 21.16	\$ 22.04	\$ 22.92	\$ 23.84	\$ 24.79	\$ 25.78	\$ 26.82	\$ 27.99
Legal Secretaries	\$ 18.35	\$ 19.11	\$ 19.91	\$ 20.74	\$ 21.60	\$ 22.50	\$ 23.40	\$ 24.34	\$ 25.31	\$ 26.32	\$ 27.37	\$ 28.47
Paralegals	\$ 24.82	\$ 25.65	\$ 26	\$ 26.85	\$ 27.72	\$ 28.64	\$ 29.6	\$ 30.6	\$ 31.66	\$ 32.72	\$ 33.83	\$ 34.99
Restoration Lead VWA	\$ 20.03	\$ 20.72	\$ 21.43	\$ 22.17	\$ 22.94	\$ 23.74	\$ 24.56	\$ 25.4	\$ 26.24	\$ 27.11	\$ 28.01	\$ 28.97
Victim Witness Advocates	\$ 19.53	\$ 20.34	\$ 21.19	\$ 22.07	\$ 22.97	\$ 23.9	\$ 24.84	\$ 25.8	\$ 26.84	\$ 27.92	\$ 29.04	\$ 30.20

FY26 - LUUNA Wage Matrix - DA & Deeds - Proposed - 4.5%												
Position	1	2	3	4	5	6	7	8	9	10	11	12
Clerks	\$ 18.79	\$ 19.56	\$ 20.38	\$ 21.23	\$ 22.11	\$ 23.03	\$ 23.95	\$ 24.91	\$ 25.91	\$ 26.94	\$ 28.02	\$ 29.14
Legal Secretaries	\$ 19.17	\$ 19.97	\$ 20.80	\$ 21.67	\$ 22.57	\$ 23.51	\$ 24.45	\$ 25.43	\$ 26.45	\$ 27.51	\$ 28.61	\$ 29.75
Paralegals	\$ 25.94	\$ 26.72	\$ 27.54	\$ 28.4	\$ 29.32	\$ 30.24	\$ 31.18	\$ 32.13	\$ 33.11	\$ 34.11	\$ 35.16	\$ 36.25
Restoration Lead VWA	\$ 20.79	\$ 21.56	\$ 22.37	\$ 23.22	\$ 24.11	\$ 25.04	\$ 26.02	\$ 27.04	\$ 28.05	\$ 29.11	\$ 30.21	\$ 31.37
Victim Witness Advocates	\$ 20.11	\$ 21.26	\$ 22.44	\$ 23.67	\$ 24.93	\$ 26.23	\$ 27.57	\$ 28.95	\$ 30.38	\$ 31.85	\$ 33.36	\$ 34.92

FY27 - LUUNA Wage Matrix - DA & Deeds - Proposed - 4.5%												
Position	1	2	3	4	5	6	7	8	9	10	11	12
Clerks	\$ 19.62	\$ 20.44	\$ 21.29	\$ 22.18	\$ 23.11	\$ 24.07	\$ 25.03	\$ 26.03	\$ 27.07	\$ 28.16	\$ 29.27	\$ 30.45
Legal Secretaries	\$ 20.03	\$ 20.87	\$ 21.74	\$ 22.64	\$ 23.57	\$ 24.57	\$ 25.55	\$ 26.58	\$ 27.64	\$ 28.74	\$ 29.89	\$ 31.09
Paralegals	\$ 27.10	\$ 28.23	\$ 29.41	\$ 30.64	\$ 31.91	\$ 33.24	\$ 34.57	\$ 35.95	\$ 37.39	\$ 38.89	\$ 40.44	\$ 42.06
Restoration Lead VWA	\$ 22.18	\$ 23.10	\$ 24.06	\$ 25.07	\$ 26.11	\$ 27.20	\$ 28.29	\$ 29.4	\$ 30.55	\$ 31.77	\$ 33.09	\$ 34.42
Victim Witness Advocates	\$ 21.33	\$ 22.21	\$ 23.13	\$ 24.10	\$ 25.11	\$ 26.15	\$ 27.20	\$ 28.29	\$ 29.4	\$ 30.60	\$ 31.82	\$ 33.09

with a \$2,000 one-time special payment.

If an employee is on or reaches step twelve (12) in the above matrix, they shall receive the same cost of living adjustment as approved by the County Commissioners for employees of the County that are not covered by a collective bargaining agreement.

APPENDIX B - EDUCATION STIPENDS

The employee's degree of study must be applicable to the current job function and approved by the Department Head, Administrator and Commissioners. Upon degree completion and appropriate documentation provided to Human Resources, the employee will receive an hourly increase as follows:

- Associates Degree - \$0.30
- Bachelors Degree - \$0.75