

AGREEMENT

BETWEEN THE

CUMBERLAND COUNTY COMMISSIONERS

AND

NATIONAL CORRECTIONAL EMPLOYEES UNION

Local 110

July 1, 2020– June 30, 2023

TABLE OF CONTENTS

<u>ARTICLE NUMBER</u>	<u>NAME OF ARTICLE</u>	<u>PAGE NUMBER</u>
	Preamble	1
1	Recognition	1
2	Definitions	1
3	Grievance Procedure	2-4
4	Dues Deduction	4-5
5	Bulletin Boards	5
6	Access to Employees	6
7	Union Activities on County Time	6
8	Leaves of Absence	6-10
9	Sick Leave	10-11
10	Bereavement Leave	11
11	Vacations	12-14
12	Personal Days	15
13	Holidays	15-17
14	Rest Breaks	17-18
15	Wages	18-23
16	Work Week, Overtime, and Work Day	23-24
17	Call-In Pay	24
18	Court Appearance	25
19	Mileage	25
20	Insurance	25-28
21	Uniforms	28
22	Training and Education	29-30
23	Seniority	30-31
24	Filling of Vacancies	31-33
25	Discipline	34-35
26	Work Stoppage	36
27	Management Rights	36
28	Safety	36
29	Savings Clause	36
30	Parking	36
31	Employee Address and Phone Number	36

32	Labor Management Committee	36-37
33	Reproduction of Agreement	37
34	Duration / Signatures	37-38
Appendix A	Wage Scale	39-41
Appendix B	Job Classifications	42
Appendix C	Uniforms	43
Appendix D	Non-Essential Employees List	44
Appendix E	Holidays	45-48
Appendix F	Affidavit of Domestic Partnership	49
Appendix G	Promotional Worksheet	50
	Shift Swap Side Letter	51
	Wellness Program Side Letter	51
	Medical Insurance Side Letter	51

PREAMBLE

Pursuant to the provisions of Chapter 9A, Revised Statutes of Maine, Title 26 as enacted by the Maine Legislature, Revised September 1981 of the Municipal Public Employees Labor Relations Act, this Agreement is entered into by the County of Cumberland (hereinafter known as Employer) and National Correctional Employees Union (hereinafter known as Union) to promote fair and equitable treatment, harmonious relationships, to preserve employee morale, promote effective County operations and to establish an equitable and peaceful procedure for the resolution of differences.

ARTICLE 1 - RECOGNITION

Pursuant to the Agreement on Appropriate Bargaining Unit dated December 14, 1981 and as subsequently amended, the County recognizes National Correctional Employees Union as the sole and exclusive bargaining representative for the purposes of negotiations with respect to wages, hours of work, working conditions, and all other terms and conditions of employment for the employees of Cumberland County as listed in Appendix B. of this Agreement.

ARTICLE 2 - DEFINITIONS

- A. Regular Part-Time** - Regular part-time employees are employees who are placed on a regular part-time roster to be called in or scheduled to work when needed on a continuing established schedule and work one thousand forty (1040) hours per year. When an employee meets these criteria, s/he shall become a member of the bargaining unit.
- B. Probationary Employee** - An employee shall be considered a probationary employee in the initial six (6) month period of employment except as provided in Article 25 Section E.
- C. Employer** - The Cumberland County Commissioners and/or their designated agent(s).
- D. Grievant** - A bargaining unit employee who has completed the probationary period.
- E. Immediate Supervisor** - A first-line non-bargaining unit employee as specified in the organizational structure or as excluded by the parties or the Maine Labor Relations Board.
- F. Days** - Days shall mean Monday through Friday excluding legal holidays as proscribed by the Agreement. This definition shall apply to the grievance procedure only.
- G. Union** - National Correctional Employees Union, its local president, officers, stewards or national representatives.
- H. Continuous Service** - Continuous service means no break in service. Layoff or authorized leaves of absence shall not constitute a break in continuous service.
- I. Bargaining Unit Members** - All job classifications set forth in Appendix B Hereinafter "Unit Members"

ARTICLE 3 - GRIEVANCE PROCEDURE

A. Grievant

Any bargaining unit employee or the Union on behalf of itself or any grievant, will have the right to present grievances in accordance with the procedure set forth herein.

B. Grievance

A grievance shall be defined as a dispute as to the meaning or application of the specific terms of the collective bargaining agreement.

C. Stewards

One (1) steward or union designee may attend any grievance meetings with management at Step 1 and one (1) steward and/or union designee may attend any grievance meetings at Step 2 of this procedure. Further, one (1) additional steward may attend the grievance hearing on his/her own time for training purposes.

D. Procedure

1. Step 1 - Department Head or Designee

When an employee and/or the Union feels aggrieved, a grievance may be presented to the Department Head or designee in writing within fifteen (15) days of the act or omission which gave rise to the grievance or within fifteen (15) days from the date the employee reasonably became aware of the grievance, whichever is later. The Department Head or his/her designee shall meet with the grievant within ten (10) days of the receipt of the grievance. The Department Head shall write a response within ten (10) days of said meeting stating the reasons for the decision rendered. A copy of the written grievance at this level shall be forwarded to the Human Resources Department of the County at the same time it is filed with the Department Head. Any resolution of the grievance will be committed to writing by the immediate supervisor who shall forward a copy of to the Human Resources Department.

2. Step 2 - County Manager

If the grievance is not resolved at Step 1 and the grievant or the Union wishes to pursue the grievance further, the grievant or the Union may appeal said grievance to the County Manager for a hearing within ten (10) days of receipt of the Department Head's written response or the date when it is due. The Union shall state the specific reasons for rejecting the Department Head's response at Step 1. The County Manager shall meet with the grievant and the Union for the purpose of hearing the grievance within fifteen (15) days of receipt of the appeal. The County Manager shall respond in writing within ten (10) days of said hearing stating the specific reasons for the decision.

3. Step 3 - Arbitration

If the grievance still remains unsettled, the Union may within thirty (30) days after the reply of the County Manager is received or the date on which it is due, submit a demand for arbitration. At the same time the Union notifies the County Manager of its intent to proceed to arbitration, it shall suggest the name(s) of arbitrator(s). If within ten (10) days of receipt of such request, the parties are unable to agree to an arbitrator the Union shall submit the arbitration request to the Maine State Board of Arbitration no later than 30 days after receipt of demand for arbitration. Failure of either party to respond to the other or to request a time extension shall mean any and /or all the names suggested by the opposite party are acceptable.

The decision of the arbitrator shall be final and binding on both parties. All fees and expenses of the arbitrator shall be divided equally between the parties except each party shall bear the costs of preparing and presenting its own case.

E. **General Provisions**

1. Extension of Time Limits

The time limits for processing grievances may be extended orally by mutual agreement between the parties and confirmed in writing.

2. Grievance Waiver

Any grievance not initiated or processed in accordance with the procedures herein shall be deemed waived.

3. Election of Remedies

The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

4. Content of Grievance

Each grievance must contain the name of the grievant, the date of occurrence to the best knowledge of the grievant, the current date and articles of the Agreement challenged and the remedy sought. A grievance may be filed as a class action provided the members of the class are similarly situated and the class is identified.

5. Content of Appeals

All grievance appeals must be responsive to the answer at the previous step.

6. Union Grievances

Whenever the Union is grieving on behalf of an employee, the name of the employee(s) must be placed on the grievance form which is provided by NCEU Local 110.

7. Filing without the Union

Nothing in this procedure prevents an employee from filing a grievance pursuant to 26 M.R.S.A. §970 on his/her own behalf, provided the Union is notified, given an opportunity to be present at any meeting where the grievance is discussed, allowed to state its view and that no resolution of such grievances is inconsistent with the terms of the Agreement.

8. Filing at Lowest Level

A grievance must be initiated at the lowest level at which a remedy can be granted. If the grievant is not sure of which level of this procedure applies, the grievance must be filed at the initial step.

9. Transcripts

If either party requests that a transcript be made of an arbitration hearing, such transcript shall constitute the only official record of the hearing. The party causing such transcript to be made shall pay the costs involved and furnish the arbitrator with a copy. If the opposite party requests a copy of the transcript, it shall pay the costs to have such transcript made.

10. Non-Binding Decisions

The parties agree that Department Heads may not bind the County by any grievance decision that alters or is in conflict with the terms of this Contract and that the Union officers or membership may not bind the Union by any grievance, decision or agreement that alters or is in conflict with the terms of this Contract without the signed agreement of the bargaining agent.

ARTICLE 4 - DUES DEDUCTION

A. Exclusive Deduction of Dues

The Union shall have the exclusive right to payroll deduction for employees within the applicable bargaining unit and subject to the following provisions.

B. Deduction Procedures

The employer agrees to deduct the union's weekly membership dues and miscellaneous deductions from those employees who individually request in writing that such deduction be made. The amount deducted for union dues shall be submitted in one check and amount deducted for miscellaneous will be a separate check along with a list of employee names and amount for each check. Both checks will be sent to NCEU.

C. Resignation from Union Membership

Authorization of deductions of the Union dues shall be irrevocable during the period of this Agreement and shall be automatically renewed for successive similar periods except that the employee may notify the County and the Treasurer of the Union not less than thirty (30) days nor

more than forty-five (45) days prior to the expiration date of this Agreement of his/her desire to resign from Union membership.

D. Miscellaneous Deductions

The authorization for miscellaneous deduction for programs offered by the union may be stopped at any time provided the employee submits in writing to the Employer and the Union a thirty (30) day notice of such intent.

E. Indemnification of Employer

The Union shall indemnify and save the Employer harmless against all claims and suits which may arise by reason of any action taken in making deductions and remitting same to NCEU, pursuant to this section.

ARTICLE 5 - BULLETIN BOARDS

The Employer agrees to erect a Union bulletin board in the jail, the Law Enforcement Center, and any additional location where bargaining unit employees are regularly assigned to work, for the purposes of posting Union notices. No material demeaning, derogatory, or defamatory to the Employer, political material or material advocating illegal activity shall be posted. The County agrees to allow the Union the use of the County electronic mail (email) addresses for the purposes described above. All material posted by the Union will have the signature of a designated steward or representative of the Union.

ARTICLE 6 - ACCESS TO EMPLOYEES

A. Union Business on Employer Premises

Duly authorized representatives of NCEU, shall be permitted access to work areas for the purpose of transacting business within the scope of representation. In no event will such activities interfere with the performance of employee(s) duties nor violate the agency's security policies.

B. Representative Escort

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

C. Notice to Employer before Access

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

ARTICLE 7 - UNION ACTIVITIES ON COUNTY TIME

A. Union Business

The Employer will grant up to five hundred twenty (520) hours per year to the Union President or his/her designee to conduct Union business except for negotiations; provided however, no more than twenty-four (24) hours may be used in one week. Union business shall be the preparation for and investigation of grievances, Union membership meetings, administrative Union matters, meetings of the Union Executive Committee, and meetings of the grievance Committee. The President his/her designee shall report to his/her supervisor when Union business time is being taken.

B. Representation Function

When a grievant and his/her representative are required to attend a meeting regarding a grievance internal affairs interview, disciplinary hearing, or arbitration which are scheduled while the grievance and/or his/her representative is on shift, they shall be permitted to participate without loss of pay or without loss of Union time. Informal communication between Union officials and management will not be deducted from Union time.

C. Negotiations

Should the parties negotiate the successor Agreement using interest based bargaining, up to five (5) bargaining unit members may participate without loss of pay.

Members of the bargaining team will be permitted to meet with the union business agent for up to one hour before and one hour after a contract negotiation session. The employer will accommodate employees on the bargaining team who work the night shift to facilitate their participation in negotiations.

ARTICLE 8 - LEAVES OF ABSENCE

A. Extended Medical Leaves of Absence without Pay for Illness or Injury

The County shall comply with the Americans with Disabilities Act ("ADA") of 1990, the ADA Amendments Act ("ADAAA") of 2008, the Maine Human Rights Act, and any other state and/or federal Discrimination Laws, as may apply, and as may be amended.

Upon application to the County Manager, an employee who has exhausted his/her paid sick leave may be granted a leave of absence without pay. However, in no event shall the combination of paid and unpaid sick leave exceed one (1) calendar year unless such employee is deemed eligible for disability retirement sooner than one year. Pregnancy disability shall be treated the same as any other disability. This leave is to be used only during the period of illness or disability. If an employee performs work for any other employer or as a self-employed person, this leave shall be canceled.

1. Should an employee not be eligible for, or have otherwise exhausted other available leave, such as FMLA, or require an extension of leave due to a disability or serious health condition, the employee may be eligible to take a leave of absence pursuant to this section where medically necessary. All leave requests will be reviewed, and approved leave requests shall be administered pursuant to past practice as well as applicable state and federal law(s), including but not limited to, the Family Medical Leave Act (FMLA) and the Americans with Disabilities Act (the "ADA").
2. Employees seeking an extended medical leave of absence should notify the Human Resources Department. The Human Resources Department shall be responsible for notifying appropriate Department Heads, Supervisors and County Manager. If leave is determined to be necessary, the initial period of disability leave will be processed as Family Medical Leave, twelve (12) weeks under the Federal law or ten (10) weeks under the Maine law, if the disability is a serious health condition as defined by the Family Medical Leave Act, and the employee is otherwise eligible.
3. Should the extended leave of absence be pre-planned, then the employee shall provide as much advance notice as possible. The County Manager will review written requests for extended medical leaves, and prior to making a determination, may require the employee to furnish written medical certification from the employee's physician justifying the need for the leave and setting forth the anticipated duration, and any limiting conditions or restrictions under which work may be performed before and/or after the leave.
4. Prior to an employee being allowed to return to work from an extended medical leave of absence the County may send an employee to a physician or occupational health provider of its choosing for a Fitness for Duty physical exam. The Fitness for Duty evaluation shall be limited to the injury or illness that necessitated the medical leave of absence.
5. Two weeks prior to the expiration of an approved leave, the employee may request a thirty (30) day extension, or an additional period of time, from the County Manager by making a written request to the Human Resources Department. The employee shall be required to furnish written medical certification for the need for the extended leave, and if known, anticipated return to work date.
6. Extended medical leaves of absence, including extensions and renewals, shall not exceed a total combined period in excess of twelve (12) months from the start of the leave, including FMLA. If the employee does not return to work, or is unable to return to work, at the end of the twelve (12) months of leave, the employee may be terminated.
7. Approved medical leaves of absence shall immediately be discontinued in the event an employee is approved for disability retirement benefits.
8. Failure on the part of the employee to return to work after the expiration of an approved leave is deemed an unauthorized absence from work and a voluntary resignation from County employment.

9. Accrued sick and vacation leave, personal days and accrued/banked holidays, shall be paid out to an employee on an approved medical leave of absence.

B. Leave of Absence for Other than Illness or Injury

Employees covered by this Agreement may be allowed a leave of absence for other than sick or disability purposes, without pay for a period not to exceed three (3) months. Leave granted pursuant to this section cannot be used in combination with unpaid sick leave referred to in Sections A and H of this Article.

C. Jury Duty

An employee shall be excused from work when required to respond to a summons for jury duty or to serve as a juror. The County will pay the employee the difference between their regular pay and juror's pay, pursuant to the following conditions:

- 1.) Employees continue to be paid their regular weekly wages during the time they are fulfilling their obligations as a juror;
- 2.) Employees provide the Jail Administrator and Human Resources Director with an official statement of their juror's pay as soon as possible.
- 3.) If such juror's pay is less than the employee's regular pay for the period served as juror, the employee submits the entire amount of the juror's pay to the County.
- 4.) If such juror's pay is equal to or greater than the employee's regular pay for the period served as juror, the employee refunds to the County that amount of the juror's pay which is equal to the amount paid to the employee by the County for the period served as juror.
- 5.) If an employee fails to turn applicable jury duty pay over to the County, the County may deduct such pay from the employee's paycheck.

D. Educational Leave

Employees covered by this Agreement may be granted a leave of absence with full pay for enrollment in a special institute or courses of study which will be beneficial to the employee and the Employer, with the approval of the Employer.

E. Light Duty

Employees absent due to illness or disability may be assigned to a light duty assignment for which the employee is qualified and able to perform, based on any medically documented work restrictions, provided such light duty work is available. Employees who are out of work for a non-work related injuries or illnesses who refuse an available light duty assignment within their documented work capacity and restrictions shall be denied sick leave pay. If the employee is absent and receiving Workers Compensation, assignment to light duty shall be in accordance with

the provisions of the Maine Workers Compensation Act regulations. In any event, light duty is considered to be a temporary assignment, generally not lasting more than two (2) months. Such duty may be extended when necessary. Employees shall not incur a reduction in their wage rate when assigned to light duty. The County shall not assign light duty positions to an employee in an arbitrary nor capricious manner. Employees out of work and eligible for Workers' Compensation benefits as a result of work-related injury or illness shall be given priority with available light duty assignments over employees who are out of work as a result of non-work related injury or illness.

F. Military Leave – Active Duty

Military Leave and rights to re-employment after such leave are available to employees under the terms and conditions of applicable Federal and State law, as may be amended from time to time, including but not limited to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

The County Manager will grant any full time or part time employee military leave in accordance with applicable state and federal laws and the provisions of this section. Such military leave will be granted for attendance at any military training by an employee who is a member of any active, reserve or guard component of the U. S. Armed Forces.

Except as otherwise provided in this section, leave eligibility, reemployment rights and notice requirements for employees who are absent due to military training or service shall be in accordance with USSERA and all other applicable state and federal laws.

An employee who has a military service obligation that occurs on days that s/he is regularly scheduled to work during a week will be permitted to work another shift during the week in which the military service obligation occurs to make up the time missed for military duty, if another shift is available. An employee who elects to use vacation or holiday time while on such military leave is not entitled to work another shift to make up the time. This option is not available for military obligations longer than two (2) days.

Employees who may be requesting military leave shall give advance notice and provide a copy of their orders to the Sheriff, or designee, Jail Administrator, and Human Resources Department as soon as they are received.

G. Reserve Military Leave

Reserve military service leave and rights to re-employment after such leave is available to employees who are members of the military reserve or National Guard under the terms and conditions of applicable Federal and State law, as may be amended from time to time. Employees who are reservists or National Guard members must provide a copy of their annual drill schedule to the Jail Administrator and Human Resources Department as soon as it is published. For any period of reserve service up to two weeks in any calendar year, the County will compensate employees the difference between their gross regular weekly wages and their total military pay. Employees utilizing reserve service leave must furnish the Finance Department with an official statement of reserve service pay received.

H. Family Medical Leave

The County may take whatever reasonable steps are needed to comply with state and/or federal requirements of the Family and Medical Leave Act (FMLA) of 1993.

An eligible employee may request FMLA leave, in accordance with applicable federal and/or state FMLA laws, for the care of an employee's child (birth or placement for adoption or foster care); for the care of the employee's immediate family who has a serious health condition; or for the employee's own serious health condition that makes the employee unable to perform the essential functions of the employee's job.

An employee is required to use available accrued benefit time including sick leave, vacation, accrued holidays and personal days while an employee is on Family Medical Leave in unpaid status, or on an extended medical leave of absence in accordance with section A, above.

An employee on Family Medical Leave (FMLA) who remains in paid status as a result of income derived pursuant to a disability benefit / income protection plan (IPP) may elect to use accrued and available benefit time, but is not required to do so.

In the event an employee on a certified Intermittent FMLA is unable to be forced over pursuant to Article 15.M.5, Force Overs, when the employee's turn in the rotation comes up, due to documented medical restrictions, the employee shall be bypassed and charged for the force over. The number of hours the employee would have been scheduled to work on the force over shall be deducted from their allotted 480 hours of Family Medical Leave in their designation period. The employee shall be paid utilizing accrued benefit leave time (sick, vacation, holiday, personal), to the extent available.

ARTICLE 9 - SICK LEAVE

A. Definition of Sick Leave

An employee may be granted sick leave in the following cases:

1. Personal Illness or Incapacity

Personal illness or physical incapacity to such a degree as to render the employee unable to perform the duties for the assigned position.

2. Medical and Dental Appointments

Medical leave consisting of medical and dental appointments if they cannot be scheduled during non-work hours.

B. Absences of Less Than a Day

Absences for a fraction of a day that are chargeable to sick leave shall be charged proportionately in an amount not less than one (1) hour. A sick leave usage of less than 4 hours will not be considered a sick leave occurrence.

C. Accrual

Sick leave shall accrue at the rate of eight (8) hours a month for each calendar month of service, for employees who work eight (8) hours a day and ten (10) hours per month for employees who work ten (10) hours per day accumulative to a maximum of one thousand four hundred forty (1440) hours. Pro-rated sick leave shall be granted to permanent part-time employees. If an employee is not in pay status for at least 80 hours in a month, the sick leave accrual will be pro-rated and the pro-ration will occur per the process as of the date of ratification of this agreement. For purposes of this section, a month is based on paydays in the actual month.

D. Reporting Sick Leave

An employee shall report sick leave absences to the Shift Lieutenant or sergeant, prior to the start of his/her regularly scheduled work day and in no instance later than one (1) hour before the start of his/her regularly scheduled shift.

E. Sick Leave Certification

The Employer may request certification as to the use of sick leave. The employee will be required to see a doctor designated by the Employer. Any required certificate shall be at the Employer's expense.

F. Family Sick Leave

Employees shall be granted up to ninety-six (96) hours per year to be deducted from sick leave if the employee is needed to care for a family member who is ill. This limitation on the use of sick leave for the care of a family member shall only apply in the case of non FMLA certified leave.

G. Payment upon Severance from Work

Maximum Days and Eligibility

Upon retirement or separation in good standing, the equivalent of one-half (1/2) accumulated sick leave shall be paid to an employee who has not had such days credited to his/her Maine Public Employees Retirement subject to the maximum of three hundred sixty (360) hours. A "good standing" retirement or separation requires a two-week (14 calendar days) notice from the employee to the County. No unused sick leave payments shall be made to any employee who is discharged for disciplinary reasons.

ARTICLE 10 - BEREAVEMENT LEAVE

A. Immediate Family

The Employer shall grant a leave of absence without loss of pay for a period of up to forty (40) work hours for a child or stepchild, spouse, domestic partner, parent, step-parent, sibling and step-sibling and twenty-four (24) work hours for grandparent, grandchild, or parent-in-law for the purpose of attending the funeral.

An employee will not be permitted to use bereavement leave for a domestic partner unless the employee and the domestic partner have filed an Affidavit of Domestic Partnership (Appendix F) with the County's Human Resources Department prior to the request for leave under this section.

B. Other Relatives

The Employer shall grant a leave of absence without loss of pay for a period of up to sixteen (16) hours to attend the funeral of sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt or uncle.

C. Nieces, Nephews and Cousins

The Employer shall grant a leave of absence without loss of pay for a period of up to eight (8) hours, to attend the funeral of a niece, nephew or cousin.

D. Bereavement Leave during Vacation

If an employee has a death in his/her immediate family while on vacation leave, the employee may substitute bereavement leave for vacation leave up to the number of hours permitted in Paragraph A above.

ARTICLE 11 - VACATIONS

A. The Employer shall grant vacation leave with pay to all full time employees as follows:

- | | | |
|----|-------------------------------------|-----------------------------|
| 1. | After one (1) continuous year | 80 hours |
| 2. | After three (3) continuous years | 100 hours |
| 3. | After five (5) continuous years | 120 hours |
| 4. | After eight (8) continuous years | 140 hours |
| 5. | After ten (10) continuous years | 160 hours |
| 6. | After fifteen (15) continuous years | 180 hours; effective 1/1/21 |
| 7. | After twenty (20) continuous years | 200 hours |

Employees may request and use accrued vacation time prior to six (6) months of employment, with Supervisor approval.

After the ratification of this Agreement, the County may, as a recruitment and retention incentive, hire and initially place a new hire who has a valid Maine Corrections Officer certification up to the ten years of service step for vacation accrual (160 hours), in recognition of qualifications, experience, and previous Corrections Officer service.

B. Accrual

Vacation shall accrue on a monthly basis. The basis for accruing vacation shall be based on the employee's anniversary date. No more than two (2) times the employee's vacation that accrues in a year may be carried over to the next year. Those employees who have vacation in excess of this amount shall not lose vacation but will be subject to this provision when their current accumulation is reduced in accordance with this provision. If an employee is not in pay status for at least 80 hours in a month, the vacation accrual will be pro-rated and the pro-ration will occur per the process as of the date of the ratification of this agreement. For purposes of this section, a month is based on paydays in the actual month.

C. Permanent Part-time Employees

Permanent part time employees shall accumulate vacation for each two hundred eight (208) hours worked or otherwise compensated for under an article of this contract as follows:

- | | |
|--|----------|
| 1. During the first year of employment | 8 hours |
| 2. After five (5) continuous years | 12 hours |
| 3. After ten (10) continuous years | 16 hours |

No more than ten (10) times the above accumulation at the appropriate accumulation rate may be earned by any employee in a calendar year.

D. Notice

Vacation time shall be taken on the basis of seniority if more employees request vacation at the same time than would be approved by the supervisor and provided such requests are submitted in compliance with this section. Vacation requests of forty (40) hours or more shall be requested in writing fifteen (15) calendar days in advance of the first day of the requested period except as noted below and shall be answered in writing within seven (7) calendar days. If an answer is not received within this time, the request shall be deemed to be granted. Exceptions to the fifteen (15) day request period are as follows:

1. Vacation leave used to extend bereavement leave.
2. Vacation leave used consecutively with sick leave.
3. Vacation requests of up to sixteen (16) hours shall be requested forty-eight (48) hours before the requested period.
4. Vacation requests of seventeen (17) hours through thirty-nine (39) hours shall be requested with seven (7) calendar days notice before the requested period.
5. Vacation requests for eight (8) hours may be granted with less than 48 hours notice, if staffing permits.

6. Requests for vacation pursuant to subsections 3 and 4 above shall be answered within forty-eight (48) hours of the request. If an answer is not received within this time, the request shall be deemed granted.

E. Vacations during Holidays

1. Holidays on Scheduled Days Off

If a holiday is observed on an employee's scheduled day off, the holiday will accrue to be taken at a later date.

2. Holidays during Vacation

If a holiday falls during an employee's vacation time, the employee may opt to use a day of vacation and bank the holiday for use at a later time pursuant to Article 13A.

F. Donation of Vacation

Employees may donate up to forty (40) hours of accumulated vacation to other bargaining unit (NCEU) employees under the following conditions:

1. All Leave Exhausted
Employees receiving such donation shall have exhausted all paid leave.
2. Recipient is paid at their current rate of pay for the donated vacation.
3. Recipient must have demonstrated responsible use of sick leave, with no patterns of abuse that resulted in discipline.

G. Selling of Vacation Time

Employees may choose to receive payment of accrued vacation time up to a maximum of eighty (80) hours annually, provided the employee has used forty (40) hours of vacation time in the same calendar year. Payment will be made on the first Friday in June and the first Friday November. Requests for payment must be submitted to the Finance Office two (2) weeks prior to the payment date.

H. Illness While on Vacation

If an employee becomes ill or injured while on vacation and said illness or injury qualifies for FMLA leave, the employee may request that his/her vacation time be charged to sick leave for that portion of the vacation leave that qualifies for FMLA leave. If so requested, the Employer will charge said time off to sick leave and restore the vacation leave to the employee. The employee must file for and be approved for FMLA leave before any sick time is charged or vacation restored. This provision does not apply to any illness or injury for which the employee has received approval for intermittent FMLA leave. This provision applies only to the illness or injury of the employee and not to the illness or injury of an immediate family member.

ARTICLE 12 - PERSONAL DAYS

A. Number and Use of Days

Employees shall be entitled to three (3) personal holidays per year. An employee hired on or after January 1 but before April 30, of any year shall be granted two (2) personal holidays for use during that calendar year. Any employee hired after April 30 and before August 31 will be granted one (1) personal holiday for use during that calendar year. In subsequent years of continuous employment, the employee will earn all three (3) personal holidays on January 1. Employees who regularly work a schedule of five (5) eight (8) hour days per week will receive (8) hours for each personal day and employees who regularly work a schedule of four (4) ten hour days per week will receive ten (10) hours for each personal day. To use a personal holiday, forty-eight (48) hours notice must be provided to the supervisor by all employees; provided, however, a supervisor may permit the use of a personal holiday with less than forty-eight (48) hours' notice if staffing permits.

B. Use of Personal Days on Holidays

No personal days may be used on the holidays of Thanksgiving, Christmas, or New Years.

C. Computation for Overtime

Personal leave days shall be computed as time worked for purposes of overtime pay.

ARTICLE 13 - HOLIDAYS

A. Holidays

If an employee works on one of the holidays listed below, s/he shall be paid for the holiday and the number of hours actually worked. In addition, the employee shall be paid the regular rate for the hours worked on the holiday. All holidays will be banked for use at a later time, unless the employee opts to be paid for the holiday. If the employee wants to be paid for the holiday, such payment must be requested prior to the end of the pay period in which the holiday falls. The paid holidays are: New Year's Day, Martin Luther King Day, Washington's Birthday, Patriots Day, Memorial Day, Independence Day, Labor Day, Indigenous Peoples Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. If the holiday is observed on an employee's day off, the holiday will accrue to be taken at a later date.

During the period between and including Thanksgiving and New Year's Day, no employees who are in essential positions as set forth in Appendix B shall be scheduled or required to work more than two (2) of the actual holidays that occur during that period. All holidays for essential employees are on the actual day of the holiday. Employees in essential positions, for purposes of pay and scheduling, all holidays will begin at 11p.m. on the day before the actual holiday and end at 10:59 p.m. on the actual day of the holiday. The dates of the actual holidays for essential personnel will be published for each calendar year.

B. Computation for Overtime

Holiday base pay shall be computed as time worked for purposes of overtime pay.

C. Saturday-Sunday Holidays

For non-essential employee's, any holiday falling on Saturday will be observed on the preceding Friday and any holiday falling on Sunday will be observed on the following Monday.

D. Additional Holidays

Additional holidays designated by the President of the United States or the Governor of Maine or the County Commissioners shall also be paid holidays.

E. Holiday Eligibility

To be eligible for holiday pay, the employee must have reported to work his/her last scheduled work day prior to the holiday and his/her first regularly scheduled work day after the holiday unless such employee is absent because of bereavement leave pursuant to Article 10 or presents a medical practitioner's certification of the employee's inability to work on one or both of the days. Further, any employee who has a one day illness on a holiday must present a medical practitioner's certification of such inability to work, unless the employee had been absent due to illness for several days preceding the holiday or following the holiday.

F. Holiday on Vacation or Day Off

1. Holiday on Scheduled Day Off

If a holiday is observed on an employee's scheduled day off the holiday will accrue to be taken at a later date.

2. Holiday during Vacation

If a holiday falls during an employee's vacation time, the employee may opt to use a day of vacation and bank the holiday for use at a later time pursuant to Article 13.

G. Notice

Accrued holiday time shall be taken on the basis of seniority if more employees request the same leave period than can be accommodated by scheduling as long as requests are submitted in compliance with this section. Leave of eight (8) hours or more shall require a forty-eight (48) hour advance request in writing and shall be answered in writing within twenty-four (24) hours or shall be deemed granted.

H. Accrual of Holidays

Employees who work 8 hours may accumulate holidays, but may have no more than 96 hours of holidays and employees who work 10 hours may accumulate holidays, but may have no more than 120 hours of holidays accumulated at the end of the year. Employees may use their holidays as provided in this article, or be paid up to a maximum of eighty (80) hours annually. Payment will be made on the first Friday in June and the first Friday in November. Requests for

such payment must be made in writing on a Request for Time Off form (RTF) and received by the Finance Department two (2) weeks prior to the payout date.

I. Refusal to Use of Accrued Holidays

Employees refused the opportunity to use accrued holidays in the month of December which would otherwise be lost at the end of the year, must have that decision reviewed by a non-bargaining unit supervisor. If an employee is still not permitted to reduce his/her holiday accumulation to no more than twelve (12) days, s/he will be permitted until the last day of February in the succeeding year to use the holidays.

J. Exceptions to Notice

Exceptions to the 48-hour request period are as follows:

1. Holidays used to extend bereavement leave.
2. Holidays used to extend sick leave once sick leave has been exhausted.

K. Donation of Holidays

Employees may donate accumulated holidays to other bargaining unit (NCEU) employees under the following conditions:

1. All Leave Exhausted

Employees receiving such donation shall have exhausted all paid leave.

2. Rate of Pay

The employee receiving the transfer shall receive his/her regular rate and the employee making the contribution shall have the day's pay deducted at his/her regular rate.

ARTICLE 14 - REST BREAKS

A. Rest Breaks

Rest breaks of fifteen (15) minutes maximum shall be granted as scheduled by the department head once during the first half and once during the last half of the work shift when possible. No break will be granted during a period of emergency operation affecting the health, safety, and welfare of the County citizens

B. Smoking

Effective upon ratification of this Agreement, smoking, tobacco use, and vaping is prohibited on all County property and adjacent sidewalks, including County vehicles, and personal vehicles when parked on County property. Bargaining unit employees may smoke, use tobacco or vape off

county property so long as they remain within one hundred (100) yards of the front door of the Cumberland County Jail.

The smoking, vaping, and tobacco use prohibition does not prevent employees from using smoking, vaping, and tobacco use cessation products and medications.

ARTICLE 15 - WAGES

A. Wages

1. Employees shall be paid in accordance with Appendix A.1, A.2, and A.3 – Wage Scale.

Appendix A.1

For the first year of the agreement, beginning July 1, 2020 ending June 30, 2021, the wage scale shall be increased by two and one-half percent (2.5%).

Appendix A.2

The wage scale for the period of July 1, 2021 ending June 30, 2022 shall be increased by two and one-half percent (2.5%).

Appendix A.3

The wage scale for the period of July 1, 2022 ending June 30, 2023, shall be increased by three percent (3.0%).

Payment of the COLA will be retroactive to the effective date of the increase for those who are employed by the County as of the date of the ratification of this contract. Payment of the COLA will be retroactive to the effective date of the increase.

2. Effective Date of Pay Increases

All across the board Pay increases, including cost of living adjustments, will be effective on the first day of a pay week. Pay rate changes such as step and grade changes will be effective on the first day of a pay week. Pay changes based on an anniversary or seniority date which falls the first day of a pay week through Wednesday of that week will be effective as of the first day of that pay week and effective on the first day of the next pay period for anniversary or seniority dates that fall after Wednesday of that week.

B. New Hires

All new employees hired on or after July 1, 2012, will be eligible to move to Correction Officer 1 wage scale on his/her first (1st) anniversary date of employment.

All new employees hired on or after July 1, 2021, will be eligible to move to Correction Officer 1 wage scale on his/her six (6) month anniversary date of employment.

Certified Corrections Officer Lateral Credit:

After ratification of this Agreement, the County may, as a recruitment and retention incentive, hire and initially place an employee who has a valid Maine Corrections Officer certification, at the CO II level, and up to the ten (10) years of service step for both pay and vacation accrual rate, in recognition of qualifications, experience, and previous Corrections Officer service.

C. CO 1 to CO 2

Employees hired on or after July 1, 2009 move from Correction Officer 1 to Correction Officer 2 on his/her third (3rd) anniversary of employment.

Employees hired on or after July 1, 2021 move from Correction Officer 1 to Correction Officer 2 on his/her second (2nd) anniversary of employment.

D. Longevity Stipend

1.

a.) Employees shall be paid longevity stipends as follows:

More than 5 years of county service - \$.75 per hour;

More than 10 years of county service - \$1.25 per hour;

More than 15 years of county service - \$1.45 per hour. And

More than 20 years of county service - \$1.70 per hour.

b.) Effective the first pay period in July 1, 2021, employees shall be paid longevity stipends as follows:

More than 5 years of county service - \$1.00 per hour

More than 10 years of county service - \$1.50 per hour

More than 15 years of county service - \$1.85 per hour

More than 20 years of county service - \$2.10 per hour

2. Continuous service

For purposes of this section, "county service" means continuous county service.

E. Shift Differential

Employees who work the evening shift (1500 to 2300 hours) shall be paid shift differential of \$.25 per hour and employees who work the night shift (2300 to 0700 hours) shall be paid shift differential of \$.40 per hour.

F. Master Correction Officer Stipend

Employees who are certified as a Master Correction Officer and are employed as corrections officers shall be paid a stipend of \$.50 per hour. Master Correction Officer Program requirements dated May 12, 2010 shall not be amended unless agreed to by the parties.

G. Transport Officer Stipend

Correction Officers, who are assigned to work four (4) or more hours, on a detail requiring a current Transport Officer certification through the Maine Criminal Justice Academy shall be paid a stipend of \$.30 (30 cents) per hour.

H. Field Training Officer Pay (FTO)

A stipend of one dollar (\$1.00) per hour will be paid to FTOs during the two (2) week on-shift shadow time and during training to qualify employees in master control, intake, transport, max, community corrections center, classification and OIC.

I. Promotion

When an employee is promoted, s/he shall remain at the same or higher lettered column. In no event, shall a promotion result in an employee being moved to a lower lettered column.

J. Pay in a Higher or Lower Classification

1. Bargaining Unit Position

When an employee is requested to fill-in for an employee in the bargaining unit in a higher or lower classification, s/he shall perform the full range of responsibilities for that job and shall be paid at the higher classification rate of pay.

2. Non-Bargaining Unit Position

When a unit employee is requested to perform a significant amount of work for an employee in a higher classification not in the bargaining unit, management will discuss the responsibilities that will be performed with the unit employee and union. If the duties the unit employee is expected to perform is a significant amount of the non-unit employee's work, an appropriate stipend may be paid.

K. Ed Techs

Ed Techs who have a correction officer certification shall be paid correction officer longevity stipends.

L. Overtime Pay

Overtime will be paid for all hours worked over forty (40) in a seven (7) day work period.

M. Overtime List

Overtime offered to unit employees shall be done on a rotation basis by seniority as follows:

1. Overtime List

Employees who desire to have their names added to the overtime list must submit their request, in writing thirty (30) days prior to the beginning of each quarter and their names will be added to the overtime list as of the beginning of the next quarter. Employees may remove themselves from the overtime list at any time.

Employees can request to be added to the specialty overtime lists upon becoming qualified to perform the duties of the specialty position.

2. Calling the List

A. Employees may provide no more than two (2) phone numbers to be called for overtime shifts and must designate one as the primary number and the other as the secondary number. No answer within six (6) rings, a busy signal, unavailable to personally come to the phone, which shall include failure to respond to a message left on an answering machine within three (3) minutes of the call, will be marked as "U" for unavailable. If the phone is busy on the first call, a second call will be made approximately three (3) minutes later. This will also be marked as "U" for the purposes of equalization. No further calls need be attempted.

B. If a message is left then the person will receive an "LM" for Left Message.

C. If an employee is already working their scheduled shift or scheduled overtime shift then they will receive a "W" as in Working for the purpose of equalization. An accepted overtime shift will also be recorded as a "W" with the date of the shift to be worked.

D. If an employee is offered a shift and declines to work it, then they will receive an "R" as in Refusal for the purposes of equalization. The Refusal will be recorded with the date of the shift refused.

3. Weekly Sign-Up List – Corrections, Intake and Transport Lists Only

A labor management committee shall be established consisting of six (6) members. Three (3) members will represent the Union and three (3) members will represent the Employer. The purpose of the Committee is to develop a fair and equitable way to distribute overtime.

Overtime shifts known in advance, shall be posted at least the week prior and filled by using the weekly sign-up list. Each shift shall have its own equalization list that is separate from the other two shifts. Employees wishing to work the overtime shall sign the weekly sign-up list. The next eligible employee on the equalization list shall be offered the overtime as long as he/she has signed

the weekly sign-up list. Any employee who was eligible for overtime on the equalization list, but failed to sign the weekly list will receive an "R".

Employees who accept an overtime shift and are unable to work the shift must find a replacement and notify the Shift Lieutenant, of the name of the replacement. An employee who accepts an overtime assignment and fails to report will be subject to discipline.

4. Overtime Known Less Than Two Hours in Advance

When employee's book off from work two (2) hours or less before the starts of their work shift, the equalization list does not need to be used to fill the vacancy. A refusal or acceptance of the overtime will not be documented on the equalization list.

1. Employees on shift and by seniority who have signed the less than 2 hours overtime list will be asked to fill the vacancy.

2. If there are no employees on the less than 2 hour sign up list who wants the overtime, than a facility all page will be used to seek out any volunteers.

3. If there are no volunteers, calls will be made from the appropriate weekly sign-up list. If there are no employees willing to work the overtime, the employer may seek to fill the overtime outside the bargaining unit.

5. Force Overs

In the event the employer is still unable to fill the shift and provided further that the staffing is below minimum, the least senior bargaining unit employee on the shift will be forced. A rotating seniority list shall be established to fill the shift starting with the least senior bargaining unit employee. The rotating list selecting the least senior bargaining unit employee shall be reset January 1st of each year.

a) Employees forced over may elect to find a suitable replacement and shall have fulfilled their responsibility if the "swap on" replacement works the force over shift. The "swap on" replacement will get credit for the force over.

b) For purposes of placement on the rotating hold over list, new hires and employees returning from approved leaves of absence (Examples: FMLA, Workers' Comp, extended medical leaves) will receive credit for the average number of force overs on the shift they are assigned or returning to.

6. Overtime During Suspensions from Work

Employees out of work due to suspension without pay shall not be eligible to be called for overtime in the pay period(s) of the suspension. Each opportunity to work overtime during the time of suspension shall be counted as time worked for the purposes of equalization.

7. Holiday Overtime

Overtime offered on the actual Holidays outlined in the contract will be done strictly by seniority and seniority only. Regardless of where an employee is on the equalization sheet, the senior person on the weekly sign-up list will be given the overtime. That overtime will be considered as time worked for the purposes of equalization.

N. **No Guarantee of Overtime**

Section M does not guarantee overtime to unit employees to employees not qualified to perform the overtime assignment.

O. **Overtime Lists**

There shall be three (3) equalization overtime call lists. Only employees qualified to work in a particular area may have their names placed on the overtime list in accordance with this article. Employees' names may appear on more than one overtime call list. There shall be no other lists maintained. The overtime call lists shall be as follows; Corrections; transport; intake

ARTICLE 16 - WORK WEEK, OVERTIME, AND WORK DAY

A. **Regular Work Week and Schedule Changes**

1. All employees

- a. The regular work week, for all employees shall be five (5) eight (8) hour days which shall include a thirty (30) minute meal period. The regular shift shall be eight (8) consecutive hours including the meal period. Any changes shall be agreed to by the parties. All permanent changes will be posted and all employees affected by such permanent change will be notified, in writing of the reasons and the change, at least fourteen (14) calendar days before the effective date of the permanent change in schedule.
- b. Unless out of work on workers' compensation leave, FMLA, military leave, extended medical leave, or other approved leave of absence, employees shall work the entire forty (40)-hour regular work week as described above, or use available benefit time off to make up the difference in hours. Employees may not take a "no pay" day. Supervisor approval is required to use benefit time off.

B. **Non Unit Personnel**

Non-unit personnel shall not be permitted to fill unit vacancies unless unit members are unavailable or there is an emergency.

C. **Shift Changes**

Supervisors shall not threaten employees with shift changes.

D. Inclement Weather

When the County Manager excuses County employees from duty because of inclement weather, employees listed as non-essential in Appendix D will be excused with pay. Those employees designated as essential will not be given compensatory time off. Employees who are on paid or unpaid leave will not be entitled to the administrative leave credit and will be charged with the appropriate leave time.

E. Work Hours and Overtime

1. Employees shall not work more than two (2) consecutive shifts in a twenty-four (24) hour period.
2. Employees may voluntarily work up to a maximum of seventy-two (72) hours per week; 32 hours of overtime.
3. Employees may elect, or be forced to work a maximum of twenty-four (24) additional hours over their regular forty (40) hour work week. Once an employee works sixty-four (64) hours or more in a work week they shall not be required to work additional hours or be forced over in that week.
4. A differential of \$4.17 per hour will be added to the employee's base hourly rate of pay for all hours worked after fifty-six (56) hours through seventy-two (72) hours each week.
5. Except where otherwise provided in this Agreement, including Art. 12.C and Art. 13.B, overtime will only be paid for all hours worked over forty (40) in a seven (7) day work week at one and one-half (1.5x) the employee's regular rate of pay.

F. Post Assignments:

Post assignments for all three shifts at the facility among correction officers will rotate every thirty (30) days except for designated areas, including Intake, Classification, Transports, Programs, Community Corrections Center, task or promotion assignments.

ARTICLE 17 - CALL IN PAY

A. Call Back Pay

Employees called back to work shall receive a minimum of four (4) hours pay at the appropriate rate of pay. This section applies only when a call back results in hours worked which are not annexed consecutively to one end or the other of the working day or working shift. This section does not apply to scheduled overtime, call-in time annexed to the beginning of the work shift or holdover times annexed to the end of the work shift or work day.

B. Call Back Work

There will be no requirement for the employee to remain working beyond the time necessary to satisfactorily perform the assignment for which the employee was originally called.

ARTICLE 18 - COURT APPEARANCE

Employees required to report to testify in Court on behalf of the Employer will be paid their regular rate of pay for a minimum of three (3) hours.

1. Employees who are compensated by the County for attendance at court are required to turn over to the County any witness fees or other compensation received for such appearances.
2. Private Litigation.

Any employee subpoenaed to appear in court as a witness in private litigation or as a party in private litigation unrelated to County employment will be given time off without pay for such attendance. Employees may use available Earned Time leave, or other available benefit time.

3. Notice Requirement.

Employees required to report for possible jury duty or as witnesses shall inform the Jail Administrator and Human Resources Department as soon as possible of such notice to report and of any subsequent obligations.

Employees shall return to work promptly to work the remainder of their regular shift after such jury or witness duties are completed.

ARTICLE 19 - MILEAGE

Should an employee be required to use his personal vehicle in the course of employment for the Employer, the Employer shall reimburse the employee at the maximum standard mileage rate as set by the Internal Revenue Service.

ARTICLE 20 - INSURANCE

A. Workers Compensation

1. Workers Compensation Benefits

The Employer shall provide employees with Workers Compensation insurance and leave benefits as required by Maine law. Any future amendments or modifications to the law or regulations will be automatically incorporated as part of this Agreement.

2. Additional Benefits

Employees out of work receiving Workers Compensation, in addition to any payment due from the Workers Compensation insurance payments, employees shall be entitled to the following additional benefits:

- a. An employee will maintain his/her promoted position shift, and days off for a period of no more than twelve (12) months while out of work and receiving Workers Compensation insurance payments. The County agrees to provide reinstatement rights in accordance with Title 39 – A MRS sec. 218.

b. While out on workers' compensation, an employee will continue to accrue vacation, sick and holiday time. The employee may use accrued sick leave to pay the difference between his/her workers compensation benefits and his/her average weekly wage while out on workers' compensation.

B. Retirement

1. Maine Public Employees Retirement System

The Employer shall provide retirement coverage equivalent to that currently provided by the Maine Public Employees Retirement System (MainePERS). Effective January 1, 2019, employees who qualify under MainePERS regulations will be moved to Special Benefit Plan 2C-25 years/no age.

2. 457 Plan

Employees with three (3) years of continuous service and not in the Maine Public Employees Retirement Plan may opt to participate in the employer provided 457 plan. In 2002, the employer shall match the employee's contribution up to five (5%) of the employee's earnings and up to seven percent (7%) of the employee's earnings effective with the first pay date in 2003.

3. Roth IRA

A Roth IRA is a savings vehicle that can complement other County retirement plans by allowing tax-free earnings and, if needed, flexible withdrawals.

Employees may participate in any Roth IRA Plan offered by the County with 100% employee contributions through payroll deduction. There is no County matching contribution. The County may contract with any Roth IRA provider(s) of its choosing. Participation shall be governed in accordance with the Plan document.

C. Social Security

The Employer shall provide employees with Social Security coverage or its equivalent program.

D. Group Life Insurance

At their own expense, employees may participate in the Maine Public Employees Retirement System (MainePERS), or the Maine Municipal Employees Health Trust (MMEHT) Group Life Insurance programs as long as they are available.

E. Medical Insurance

1. Medical Insurance Premiums

Effective January 1, 2015 the Employer shall provide comprehensive group hospital, surgical, and major medical plan for all unit employees working at least thirty (30) hours a week, and regularly scheduled year round. All unit members will have the option to choose between the plans offered. New employees will be enrolled in the plan on the first of the month following date

of hire. The Employer shall contribute 100% towards the cost of the individual plan, ninety percent (90%) towards the cost of the adult with children plan, and eighty percent (80%) towards the cost of family plan; provided however, that Employees hired after September 7, 2010, shall contribute \$1.50 per week toward the cost of the individual plan.

2. Withdrawal from Coverage

Employees who voluntarily elect to withdraw from participation in the medical insurance program provided by the Employer may do so upon presentation of proof of other medical coverage at time of hire, or any time there is a qualifying event during the year. [Example: Spouse obtains medical coverage through their employer, or employee has medical insurance through a parent's plan up to the age of 26]. For continuing eligibility, presentation of proof of other medical coverage must be provided to the Human Resources Department annually during the benefits open enrollment period which starts November 15, and no later than January 1.

Employees withdrawing from coverage will be compensated sixty percent (60%) of the savings of single premium coverage each pay period in which a premium for health insurance is not paid by the County for the employee.

3. Qualifying Events

At any time during the course of the year, if a qualifying event occurs which affects employer health insurance premiums, i.e. marriage, birth/adoption of a child or divorce the employee must notify the employer within 30 days of the event and will be liable for the premium difference.

F. Insurance Payment While on Leave

The Employer will continue to contribute its portion of the health insurance premium for any employee on Family Medical Leave Act (FMLA) leave for no more than twelve (12) weeks and for an employee out of work on Workers Compensation twelve (12) months from date of incapacitation. The employee may continue to participate in the group health insurance plan if s/he pays the full cost of the total monthly premium and provided that the cost of the premium is delivered to the Finance Director in the month that it is due and provided the insurance carrier allows such a person to continue as a member of the group. Failure to submit the premium payment to the Finance Director when it is due will result in the employee being dropped from the group plan.

G. Dental Insurance

1. Employees with Less Than 3 Years of Service

Employees shall be permitted to enroll in a group dental insurance program and have premiums for such program deducted from their paycheck. Only one (1) group plan shall be permitted.

2. Employees with at Least 3 Years of Service

Employees with at least three (3) years of continuous service shall be permitted to enroll in a group dental insurance program provided by the Employer. The Employer shall contribute fifty (50%) of the cost of the individual premium cost.

H. Vision Program

Employees with at least three (3) years of continuous service shall be eligible to be reimbursed for up to fifty dollars (\$50.00) per year for the cost of an eye exam from a licensed practitioner or towards the cost of eyewear, upon presentation of a dated receipt for such service. The receipt must be dated and presented in the year of the reimbursement.

Employees will be permitted to purchase vision insurance offered through the Maine Municipal Health Trust at their cost.

I. Domestic Partner Coverage

Coverage under the County's medical and dental insurance is available to domestic partners of employee's subject to the rules of the Maine Municipal Health Trust and the continuation by the County in that program. The premium payment for domestic partner coverage will be the same percentage as the county pays for the family premium cost for medical and dental insurance. The County currently pays 80% of the cost of premium for family medical insurance coverage and no portion of the cost of the premium for family dental coverage. Any employee who enrolls in domestic partner coverage is liable for all taxes, state and federal income tax and FICA, on that portion of the premium paid by the County for the domestic partner coverage.

J. Income Protection Insurance

This insurance is an optional benefit offered through Maine Municipal Employee's Health Trust (MMEHT) that protects against loss for a non-occupationally incurred illness or injury. The premiums are employee paid and coverage starts after a waiting period, which is the first of the next month following their date of hire. The County provides payroll deduction.

ARTICLE 21 - UNIFORMS

A. Uniformed Personnel

The County will provide the initial issue uniform as outlined in Appendix C. If any of the items listed on Appendix C are no longer required as a part of the uniform, the County will not be required to provide it nor will the employee be required to wear it. Employees shall be responsible for the safe-keeping of their uniform and will produce all items for inventory upon request.

B. Non-Uniformed Personnel

All employees except, complaint officer, clerical and civil deputies will be required to wear a full uniform. In addition, correction officers working in transport assigned to the superior court shall receive the non-uniformed allowance. The aforementioned employees, except for clerical, will receive a clothing allowance of four hundred dollars (\$400) per year payable July 1st each year. Clothing allowance will be prorated should the employee be assigned to superior court after July 1st. If a non-uniformed employee is provided with a uniform by the County, s/he will not receive this clothing allowance. These are no uniformed so listed in APPENDIX.

ARTICLE 22 - TRAINING AND EDUCATION

A. Conferences

An employee required to attend a seminar, conference, or course of training shall be considered working and will receive his/her normal wages or salary as well as expenses, transportation, meals, lodging and tolls, etc., incurred by him/her for same. Following completion of the seminar, conference, or training, the employee must submit proof of his/her expenses in order that payment may be disbursed. In certain circumstances, the employee may receive an advance of expenses provided application for same is made to the supervisor at least seven (7) days prior to the commencement of the course, conference, or seminar. County Commissioner approval shall be required for all conferences, course, or seminars.

B. Course Reimbursement

Employees will be reimbursed for the cost of tuition for college, university, or continuing education courses that are work related and approved in advance of taking the course by the Human Resources Director. Work related shall mean a course that is directly related to any actual job classification within County government. The rate of reimbursement shall be up to the tuition rate charged by the University of Southern Maine. The decision of the Human Resources Director is not subject to arbitration. Payment will be made by the Commissioners upon receipt by the Employer of a transcript showing the grade for the course and a receipt or canceled check for the amount of tuition as follows:

- | | | |
|----|------------|--------------------|
| 1. | Grade of A | 100% reimbursement |
| 2. | Grade of B | 90% reimbursement |
| 3. | Grade of C | 70% reimbursement |

C. Mandated Training

Employees, who do not complete the mandated State training either because the County failed to enroll the employee or because no courses were available with vacancies, shall not be terminated for such failure. The County shall apply for a waiver permitting these employees to continue working. However, if State statute requires termination, the employee shall be granted unpaid leave of absence with no benefits or seniority accrual until such required training is completed. Employees on such leave of absence shall be given a priority slot at the academy. An employee's failure to complete or enroll in required training shall be grounds for dismissal.

D. Payment for College Degrees

Employees possessing a university or college degree shall be paid as listed below.

- | | | |
|----|---------------------|-------------|
| 1. | B.A. or B.S. Degree | .38 an hour |
| 2. | A.A. Degree | .19 an hour |

E. Payment for College Degrees

The payment for such degree shall begin when the employee submits proof of such degree and it has been approved. If an employee leaves employment with the County within twelve (12) months of completion of any reimbursed course, the employee shall reimburse the County 1/12th the cost of the course for each month less than 12.

F. Training Pool

The Employer will establish a training pool for employees in the corrections officer classification, by seniority, for training for specialized assignments.

ARTICLE 23 - SENIORITY

A. Definition

Seniority is defined as the length of continuous service within the Department. All new employees shall serve a six (6) month probationary period, except as provided in Article 25, Section E, starting with his/her first day of employment. If a part-time employee becomes a full time employee, placement on the seniority list will be computed based upon 2080 hours worked equal to a year provided however, 2080 would be the maximum any employee would be credited with in any calendar year.

Multiple employees who are hired on the same date will be listed by alphabetical order by last name starting with (A) as the most senior of the group of new hires. This provision applies to employees hired after March 25, 2009.

Bargaining Unit Seniority shall be defined as continuous service in the bargaining unit. Bargaining unit seniority shall be used for days off, shift assignments and promotions.

B. Use of Seniority

1. Layoff and Recall

Seniority shall be the governing factor in cases of layoff and recall. Bargaining unit seniority shall be a consideration for promotions, but will not be the only or most important criteria for promotion. In the event of a layoff or reduction in work force, the employee(s) involved, if any, shall have the right to bump the junior person in the classification or in a lower classification if the employee previously held said position with the County. For layoff purposes, part time employees are to be laid off first with the date of last hire being the designated seniority date.

2. Shifts and Days Off

When shifts and days off become available for corrections shifts, bargaining unit seniority shall be the sole criteria for filling these shifts and days off. When specialty assignment shifts and days off become available, including but not limited to, intake, classification, CCC security, inventory control, these openings will be posted for seven (7) calendar days. Management shall make the selection from the qualified applicants. If no qualified applicants apply then another

posting for seven (7) calendar days will be made to the entire bargaining unit. Management shall then make the selection from those applicants.

Movement of days off in a specialty assignment will be done using seniority within the assignment on the shift of the opening and then using seniority within the assignment on any other shift. The last position open will be posted to the unit as a whole.

Those employees commissioned after January 1, 2003, once assigned to a shift, the assignment shall be for a minimum of two (2) years. Management will determine the number of commissioned officers per shift and days off.

C. Recall

Employees will be recalled by order of seniority to the classification from which they were laid off. Recalled employees must pass the requisite physical examination, at the expense of the Employer, if the layoff has been six (6) months or more.

ARTICLE 24 - FILLING OF VACANCIES

A. Job Vacancies

All job vacancies that are filled shall be filled in the following manner:

1. The position will be posted within the department for seven (7) calendar days.

2. If no qualified applicant applies for the position, the position may be advertised and filled from outside the unit.

B. Filling of Shift Vacancies

The Department shall post shift vacancies for seven (7) calendar days. The number of vacancies to be filled on each shift will be posted.

C. Promotion Criteria

1. Promotions shall consist of the following criteria with the maximum points for each criterion. The maximum number of points that may be attained is 100:

- | | | |
|----|---------------------------|-----------|
| a. | Oral Board | 30 points |
| b. | Evaluation | 20 points |
| c. | Bargaining Unit Seniority | 25 points |
| d. | Work Records | 25 points |

2. Oral Board

All qualified applicants shall appear before an Oral Board composed of five (5) members, two (2) shall be selected by the NCEU, two (2) selected by the Employer, plus a fifth (5th) member from outside the agency, to be mutually agreed to by the Employer and the Union. The Board shall use a prepared list of questions which shall be asked of each candidate. The questions shall be drafted by the promotion board in order to fairly and uniformly test each candidate. The questions will be reviewed by the Human Resources Office in order to ascertain that all the questions are legal. The highest and the lowest score of the five (5) Board members shall be eliminated with the remaining three (3) scores averaged. Employees will be ranked according to their total score.

3. Work Record Criteria

The Promotions Scoring Board shall be comprised of two (2) members from the NCEU, one (1) member from the Sheriff's Officer Administration, and one (1) member from Human Resources and shall score the work records as follows:

a. Documents complimenting employees work will be classified according to the Sheriff's Department Policy and awarded by the Awards Board receive the following points:

- | | | |
|----|---|----------|
| 1. | Sheriff's Unit memo | 1 point |
| 2. | Investigative/ Administrative
Award of merit | 2 points |
| 3. | Sheriff's Unit Commendation | 3 points |

b. Discipline in an employee's personnel file shall be treated for promotional purposes as follows:

- | | | |
|----|-----------------|----------|
| 1. | Written warning | -1 point |
|----|-----------------|----------|

Written warnings shall not be considered for promotional purposes after six (6) months from the date of the warning.

- | | | |
|----|-------------------|-----------|
| 2. | Written reprimand | -2 points |
|----|-------------------|-----------|

Written reprimands shall not be considered for promotional purposes after one (1) year from the date of the reprimand.

- | | | |
|----|----------------------|-----------|
| 3. | 1-2 day's suspension | -3 points |
|----|----------------------|-----------|

One (1) to two (2) days suspension shall not be considered for promotional purposes after three (3) years from the date of the suspension.

4. 3-5 day's suspension -5 points

Three (3) to five (5) days suspension shall not be considered for promotional purposes after five (5) years from the date of the suspension.

5. 6 or more days suspension -8 points

Six (6) or more day's suspension shall not be considered for promotional purposes after eight (8) years from the date of the suspension.

4. Promotions List

The promotional position will be offered to the highest ranked employee on the list. If an employee refuses a promotion from the list two (2) times, s/he shall be placed at the bottom of the list. The list shall be valid for twenty four (24) months from the date it is established. Applicants will receive their score and ranking in writing, by making a written request to the Human Resources Director.

5. Tie Breakers

In the event of a tied score, the employee with the longest full time continuous employment with the County will be higher ranked on the promotion list.

6. Probation Period

Promoted employee shall serve a six (6) month calendar day's probation period during which time management may move the employee back to his/her former job classification if the employee does not perform the new duties adequately. Before employees can be moved back to their former position, a written evaluation must be prepared for the employee in the promotional position. Employees shall have a twenty (20) days worked period to determine if they wish to remain in the new position after which they may elect to return to their former job classification, including former rank, shift and days off.

D. All Other Bargaining Unit Promotions

Promotions to all other bargaining unit positions, shall follow the above procedure, except there will be no written exam. The points allocated for the written exam will be applied to the oral boards.

E. Non-Arbitrable

Promotions shall not be arbitrable.

ARTICLE 25 - DISCIPLINE

A. Employee Interview

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

B. Documents

When the investigation results in disciplinary action against an employee, the Union is entitled to a copy of the entire investigation, which shall include a copy of the recorded interviews and documents gathered by the Employer as part of the investigation. The County will provide one (1) copy of these documents to the Local Chief Steward. If a pre-determination hearing is held, the County will provide the copy to the Union business agent 5 working days before the hearing. The Union has the sole responsibility to provide the employee with the documents. When the investigation is complete, the employee shall be entitled to a copy of the Internal Affairs report.

C. Union Representation

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

D. Timely Investigation and Notification

The investigation shall be conducted without unreasonable delay and the employee will be advised of the final outcome of the investigation. If at the end of the thirty (30) work days, the investigation has not been completed, the Captain of CID will review the status of the investigation and within 7 work days will provide a written report to the employee and the Sheriff.

E. Just Cause

1. Standard

No employee, after successful completion of twelve (12) continuous months of employment shall be disciplined or dismissed without just cause. Any grievance filed as a result of such action may begin at the step where the discipline or dismissal originated. If the employer has reason to reprimand an employee for failing to fulfill his/her responsibilities as employee, it shall be done in a manner that will not embarrass the employee before other employees, inmates or the public.

2. Adverse Material

Employees may respond to adverse material placed in their personnel file within ten (10) working days of receipt of the material. The response shall be in writing and will be attached to the original document, with a copy of the response being provided to the author of the adverse material.

3. Personnel Files

Discipline in an employee's personnel file may be cited in subsequent disciplinary proceedings, subject to the following limitations:

- a. Written warnings shall not be considered after 6 months from the date of the warning.
- b. Written reprimands shall not be considered after 1 year from the date of the reprimand.
- c. Suspensions of 1-2 days shall not be considered after 3 years from the date of the suspension.
- d. Suspensions of 3-5 days shall not be considered after 5 years from the date of the suspension.
- e. Suspensions of 6 or more days shall not be considered after 8 years from the date of the suspension.

Provided however, if an employee receives additional discipline during any period cited above, the prior discipline may continue to be cited during the period of the additional discipline. The employee shall have the right to inspect his/her personnel file. An employee may make a copy of their personnel file once per year at the County's expense.

F. **Polygraph Examination**

The taking of a polygraph examination test will be by mutual agreement of the Employer and employee. Once there has been such agreement, the results of the tests may be introduced in any hearing involving the employee.

G. **Leave from Work**

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

ARTICLE 26 - WORK STOPPAGE

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

ARTICLE 27 - MANAGEMENT RIGHTS

The Union agrees that the Employer has all rights and authority to manage its operation and to direct its work force, except those rights which are specifically abridged, modified or delegated by the provisions of this Agreement. The Union further recognizes the right of the Employer to establish rules and regulations so long as those rules and regulations are not inconsistent with the provisions of this Agreement. The Employer agrees it will not order unit employees to do work for contracted medical health services.

ARTICLE 28 - SAFETY

A safety committee shall be established consisting of six (6) members. Three (3) members will represent the Union and three (3) members shall represent the Employer. Actions of the safety committee shall be forwarded to the appropriate Department Head and responded to in writing by him/her within thirty (30) days of receipt of notification of such action.

ARTICLE 29 - SAVINGS CLAUSE

If provisions of this Agreement shall be contrary to any law such invalidity shall not affect the remaining provisions. By request of either party, the parties shall enter negotiations to amend or replace the affected provisions.

ARTICLE 30 - PARKING

Unit members will be provided free of charge parking for one (1) vehicle at either the County jail facility, the parking garage, or other facility where the employee is assigned.

ARTICLE 31 - EMPLOYEE ADDRESS AND PHONE NUMBER

All employees shall be required to have a current and accurate address and phone number on file with the Human Resources Office and the Department Head. Such address and phone number shall be that of where the employee resides. The County shall not require employees to have a telephone as a condition of employment.

No County employee shall give out phone numbers and/or addresses of County employees.

ARTICLE 32 - LABOR MANAGEMENT COMMITTEE

A Labor Management Committee shall be established consisting of six (6) members. Three (3) members will represent the Union and three (3) members will represent the Employer. The purpose of the Committee is to increase communications, share information and resolve

problems. The Committee shall not engage in collective bargaining, grievance resolution or alter the terms of this Agreement. The committee shall meet at the request of either party. The party requesting a meeting shall present an agenda for the meeting and the other party may add items to the agenda.

The NCEU and County/CCJ management agree to participate in Labor-Management meetings following the ratification of the two new collective bargaining agreements to jointly discuss issues with staffing shortages, filling shifts, reducing force overs, etc., for emergency operations and staffing preparedness in the best interests of the NCEU and Cumberland County Jail.

ARTICLE 33 - REPRODUCTION OF AGREEMENT

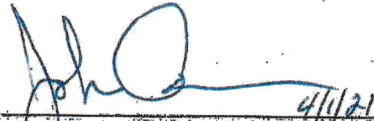
The Employer Agrees to supply all unit employees with a copy of this Agreement within thirty (30) days of the Agreement signing date.

ARTICLE 34 - DURATION

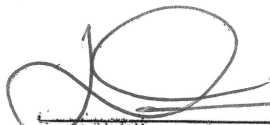
This Agreement shall be effective July 1, 2020, unless otherwise specified, and shall remain in effect until June 30, 2023. The Union shall notify the County, in writing, one hundred twenty (120) days prior to the expiration of the Agreement that it desires to modify this Agreement. If said notice is given, this Agreement shall remain in full force and be effective during the period of negotiation.

For the:

NATIONAL CORRECTIONAL
EMPLOYEES UNION (NCEU), LOCAL 110


4/1/21
John Connor, Attorney Representing NCEU


4/1/21
William Doyle, NCEU Regional Director

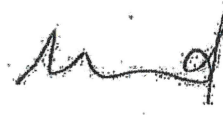

Dennis Welch, NCEU Local 110 President

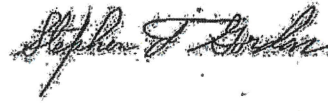
DATED:

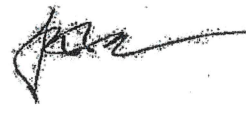
NCEU Bargaining Team John Connor, Esq.; NCEU
Attorney/ Chief Negotiator William Doyle, NCEU
Regional Director
Dennis Welch, President, NCEU Local 110
Daren Smith, Vice-President
Violet Gusha, NCEU
Wayne Diffin, NCEU
Tom Witham, NCEU

For the:


CUMBERLAND COUNTY COMMISSIONERS



Thomas Coward, Chair

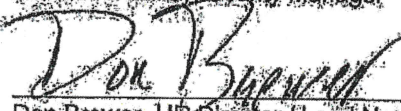

Stephen Gordon, Commissioner


James Cloutier, Commissioner


Neil Jamieson, Commissioner


Susan Witonis, Commissioner


James H. Gailey, County Manager


Don Brewer, HR Director / Lead Negotiator

DATED:

Cumberland County Bargaining Team

Don Brewer, HR Director/ Lead Negotiator
Naldo Gagnon, Chief Deputy, CCSO
Major Tim Kortes, Jail Administrator
Dawn Pazmany, Human Resources
Amy Jennings, Human Resources

APPENDIX A.1

[illegible]

APPENDIX A.2

NCEU WAGE SCALE

YEAR 2: July 1, 2021 - June 30, 2022 (2.5% Increase and Adjustment to Step Movement)

Job Classification		PRA-1	B-2	C-3	D-4	E-5	F-6	H-7	I-8	J-9	K-10
Receptionist Clerk	N2	\$19.86	\$20.55	\$19.34	\$21.23	\$21.67	\$22.32	\$23.05	\$23.40	\$23.88	\$22.58
Records Clerk											
Complaint Officer	N3	\$20.36	\$21.10	\$21.36	\$21.79	\$22.18	\$22.73	\$23.51	\$23.95	\$24.36	\$24.83
Admin Secretary	N4	\$21.03	\$21.75	\$22.08	\$22.53	\$23.18	\$23.57	\$24.42	\$24.88	\$25.40	\$25.89
Crime Analyst											
Education Techs											
Admin. Civil Deputy	N5	\$21.50	\$22.07	\$22.61	\$23.03	\$23.48	\$24.20	\$24.52	\$25.43	\$25.87	\$26.40
Civil Deputy											
Job Classification		PRA-1	B-2	C-3	D-4	E-5	F-6	H-7	I-8	J-9	K-10
CO- Probation (Hire to 6 Mos)	1	\$20.48									
Correction Officer I (6 Mos-2 Yrs)	2	\$21.30	\$21.98	\$22.25	\$22.69	\$23.09	\$23.74	\$24.49	\$24.83	\$25.32	\$25.75
Correction Officer II (Yrs 2+)	3	\$21.80	\$22.55	\$22.80	\$23.22	\$23.62	\$24.19	\$24.96	\$25.38	\$25.83	\$26.28
Lobby Receptionist-CO											
Property Officer	4	\$22.45	\$23.21	\$23.51	\$23.97	\$24.63	\$25.01	\$25.86	\$26.34	\$26.84	\$27.33
Transport Officer											
Community Program Officer	5	\$22.94	\$23.50	\$24.06	\$24.47	\$24.94	\$25.64	\$25.97	\$26.87	\$27.34	\$27.86
Recreation Officer											
Trustee Coordinator											
Staff Development											

Miscellaneous Stipends & Longevity

Evening Shift: \$0.25
Night Shift: \$0.40

Master CO: \$0.50
Bachelors Degree: \$0.38
Associates Degree: \$0.19

Longevity Stipends

After 5 Years: \$1.00
After 10 Years: \$1.50
After 15 Years: \$1.85
After 20 Years: \$2.10

APPENDIX A.3

NCEU WAGE SCALE

YEAR 3: July 1, 2022 - June 30, 2023 (3% Increase)

Job Classification		PRA-1	B-2	C-3	D-4	E-5	F-6	H-7	I-8	J-9	K-10
Receptionist Clerk	N2	\$20.46	\$21.17	\$19.92	\$21.87	\$22.32	\$22.99	\$23.74	\$24.11	\$24.59	\$23.26
Records Clerk											
Complaint Officer	N3	\$20.97	\$21.73	\$22.00	\$22.44	\$22.85	\$23.42	\$24.21	\$24.66	\$25.09	\$25.58
Admin Secretary	N4	\$21.66	\$22.41	\$22.74	\$23.20	\$23.88	\$24.27	\$25.15	\$25.63	\$26.16	\$26.66
Crime Analyst											
Education Techs											
Admin. Civil Deputy	N5	\$22.14	\$22.73	\$23.29	\$23.73	\$24.19	\$24.93	\$25.26	\$26.20	\$26.65	\$27.20
Civil Deputy											
Job Classification		PRA-1	B-2	C-3	D-4	E-5	F-6	H-7	I-8	J-9	K-10
CO- Probation (Hire to 6 Mos)	1	\$21.10									
Correction Officer I (6 Mos-2 Yrs)	2	\$21.94	\$22.64	\$22.92	\$23.37	\$23.79	\$24.45	\$25.22	\$25.58	\$26.08	\$26.52
Correction Officer II (Yrs 2+)	3	\$22.45	\$23.23	\$23.49	\$23.92	\$24.33	\$24.91	\$25.71	\$26.14	\$26.60	\$27.07
Lobby Receptionist-CO											
Property Officer	4	\$23.12	\$23.90	\$24.21	\$24.69	\$25.37	\$25.76	\$26.64	\$27.13	\$27.65	\$28.15
Transport Officer											
Community Program Officer	5	\$23.63	\$24.20	\$24.78	\$25.20	\$25.69	\$26.41	\$26.74	\$27.67	\$28.16	\$28.69
Recreation Officer											
Trustee Coordinator											
Staff Development											
Miscellaneous Stipends & Longevity											

Evening Shift: \$0.25
Night Shift: \$0.40

Master CO: \$0.50
Bachelors Degree: \$0.38
Associates Degree: \$0.19

Longevity Stipends

After 5 Years: \$1.00
After 10 Years: \$1.50
After 15 Years: \$1.85
After 20 Years: \$2.10

APPENDIX B

JOB CLASSIFICATIONS

Corrections

Corrections Officer I** A
Corrections Officer II ** A
Lobby Receptionist –CO **A, B
Property Officer **
Transportation Officer**
Recreation Officer **
Trustee Coordinator **
Community Program Officer **
Staff Development Specialist **

Non- Corrections

Records Clerk
Administrative Secretary
Education Technician
Administrative Civil Deputy
Civil Deputy
Complaint Officer
Crime Analyst
Receptionist Clerk

**Denotes positions that require correction officer certification

A. Denotes positions that are filled seven days per week. Essential

B. Nikki Cox, who is not a certified correction officer, is grandfathered to work in the jail lobby at the Lobby Receptionist CO

APPENDIX C **UNIFORMS**

A. Corrections Officer

The following shall constitute the uniform for members of the bargaining unit required to wear a uniform in the performance of their duties:

- 1 Badge
- 1 Pair Collar Insignia
- 1 Name Tag
- 1 Pair Handcuffs and Case
- 1 Tie
- 1 Tie Pin
- 4 BDU Shirts
- 3 BDU Pants
- 1 All-weather jacket with liner
- 1 Short Sleeve Uniform Shirt **Commission officers only
- 1 Long Sleeve Uniform Shirt
- 1 Uniform Pant
- 1 Approved black mock turtleneck
- 1 pair of approved footwear (up to \$100.00)
- 1 belt
- 2 polo shirts
- 1 Flashlight & holder – employee is responsible for maintaining i.e.: bulbs/batteries

B. Employees not wearing the required uniform are subject to discipline.

C. All uniforms will be replaced on an as needed basis unless the uniform is damaged through employee neglect.

D. Transportation Officer

In addition to items provided in §A. above, the transportation officer shall receive the following uniform issue and be subject to all the provisions of §B & C above:

- 2 Badges
- 1 Rain Coat
- 1 Duty Belt
- 1 Holster
- 2 Magazines
- 1 Magazine Holder
- 1 Baton and Holder
- 1 Flashlight
- 1 Flashlight Holder
- 1 Sidearm
- 52 Rounds ammunition
- 4 Belt keepers

E. Community Program & Security Officer – 3 sets of appropriate uniform shirts and pants

F. Education Technicians – 2 polo shirts: 2 Khaki pants.

APPENDIX D

NON-ESSENTIAL EMPLOYEES

Records clerk
Education Technician
Staff Development Specialist
Administrative Civil Deputy
Administrative Secretary
Crime Analyst
Complaint Officer
Trustee Coordinator
Inventory Control Officer
Property Officer
Transport Officer
Receptionist Clerk
Civil Deputy
ACA assistant
Recreation Officer
Community Program Officer

APPENDIX E

2020 HOLIDAYS

	<u>For Essential Employees</u>	<u>Non-Essential Employees</u>
New Year's Day	Wednesday, January 1, 2020	Wednesday, January 1, 2020
Martin Luther King Day	Monday, January 20, 2020	Monday, January 20, 2020
Presidents' Day	Monday, February 17, 2020	Monday, February 17, 2020
Patriots' Day	Monday, April 20, 2020	Monday, April 20, 2020
Memorial Day	Monday, May 25, 2020	Monday, May 25, 2020
Independence Day	Saturday, July 4, 2020	Friday, July 3, 2020
Labor Day	Monday, September 7, 2020	Monday, September 7, 2020
Indigenous Peoples Day	Monday, October 12, 2020	Monday, October 12, 2020
Veterans' Day	Wednesday, November 11, 2020	Wednesday, November 11, 2020
Thanksgiving Day	Thursday, November 26, 2020	Thursday, November 26, 2020
Day After Thanksgiving	Friday, November 27, 2020	Friday, November 27, 2020
Christmas Day	Friday, December 25, 2020	Friday, December 25, 2020
New Year's Day	Friday, January 1, 2021	Friday, January 1, 2021

For Cumberland County Government, holidays that fall on Saturday are observed on the preceding Friday, holidays that fall on Sunday are observed on the following Monday.

Collective Bargaining Unit employees should refer to their Collective Bargaining Agreements to determine the treatment of holidays which fall on Saturday or Sunday.

APPENDIX E

2021 HOLIDAYS

	<u>For Essential Employees</u>	<u>Non-Essential Employees</u>
New Year's Day	Friday, January 1, 2021	Friday, January 1, 2021
Martin Luther King Day	Monday, January 18, 2021	Monday, January 18, 2021
Presidents' Day	Monday, February 15, 2021	Monday, February 15, 2021
Patriots' Day	Monday, April 19, 2021	Monday, April 19, 2021
Memorial Day	Monday, May 31, 2021	Monday, May 31, 2021
Independence Day	Sunday, July 4, 2021	Monday, July 5, 2021
Labor Day	Monday, September 6, 2021	Monday, September 6, 2021
Indigenous Peoples Day	Monday, October 11, 2021	Monday, October 11, 2021
Veterans' Day	Thursday, November 11, 2021	Thursday, November 11, 2021
Thanksgiving Day	Thursday, November 25, 2021	Thursday, November 25, 2021
Day after Thanksgiving	Friday, November 26, 2021	Friday, November 26, 2021
Christmas Day	Saturday, December 25, 2021	Friday, December 24, 2021
New Year's Day	Saturday, January 1, 2022	Friday, December 31, 2021

For Cumberland County Government, holidays that fall on Saturday are observed on the preceding Friday, holidays that fall on Sunday are observed on the following Monday.

Collective Bargaining Unit employees should refer to their Collective Bargaining Agreements to determine the treatment of holidays which fall on Saturday or Sunday.

APPENDIX E

2022 HOLIDAYS

	<u>For Essential Employees</u>	<u>Non-Essential Employees</u>
New Year's Day	Saturday, January 1, 2022	Friday, December 31, 2021
Martin Luther King Day	Monday, January 17, 2022	Monday, January 17, 2022
Presidents' Day	Monday, February 21, 2022	Monday, February 21, 2022
Patriots' Day	Monday, April 18, 2022	Monday, April 18, 2022
Memorial Day	Monday, May 30, 2022	Monday, May 30, 2022
Independence Day	Monday, July 4, 2022	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022	Monday, September 5, 2022
Indigenous Peoples Day	Monday, October 10, 2022	Monday, October 10, 2022
Veterans' Day	Friday, November 11, 2022	Friday, November 11, 2022
Thanksgiving Day	Thursday, November 24, 2022	Thursday, November 24, 2022
Day after Thanksgiving	Friday, November 25, 2022	Friday, November 25, 2022
Christmas Day	Sunday, December 25, 2022	Monday, December 26, 2022
New Year's Day	Sunday, January 1, 2023	Monday, January 2, 2023

For Cumberland County Government, holidays that fall on Saturday are observed on the preceding Friday, holidays that fall on Sunday are observed on the following Monday.

Collective Bargaining Unit employees should refer to their Collective Bargaining Agreements to determine the treatment of holidays which fall on Saturday or Sunday.

APPENDIX E

2023 HOLIDAYS

	<u>For Essential Employees</u>	<u>Non-Essential Employees</u>
New Year's Day	Sunday, January 1, 2023	Monday, January 2, 2023
Martin Luther King Day	Monday, January 16, 2023	Monday, January 16, 2023
Presidents' Day	Monday, February 20, 2023	Monday, February 20, 2023
Patriots' Day	Monday, April 17, 2023	Monday, April 17, 2023
Memorial Day	Monday, May 29, 2023	Monday, May 29, 2023
Independence Day	Tuesday, July 4, 2023	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023	Monday, September 4, 2023
Indigenous Peoples Day	Monday, October 9, 2023	Monday, October 9, 2023
Veterans' Day	Saturday, November 11, 2023	Friday, November 10, 2023
Thanksgiving Day	Thursday, November 23, 2023	Thursday, November 23, 2023
Day after Thanksgiving	Friday, November 24, 2023	Friday, November 24, 2023
Christmas Day	Monday, December 25, 2023	Monday, December 26, 2023
New Year's Day	Monday, January 1, 2024	Monday, January 1, 2024

For Cumberland County Government, holidays that fall on Saturday are observed on the preceding Friday, holidays that fall on Sunday are observed on the following Monday.

Collective Bargaining Unit employees should refer to their Collective Bargaining Agreements to determine the treatment of holidays which fall on Saturday or Sunday.

APPENDIX F

AFFIDAVIT OF DOMESTIC PARTNERSHIP

We, _____ and _____ certify that we are domestic partners in accordance with the following criteria.

1. We are each other's sole domestic partner, have been so for at least twelve months prior to the execution of this affidavit and intend to as domestic partners indefinitely.

2. We are jointly responsible for each other's common welfare, share financial obligations and share our primary residence. We can provide evidence of joint responsibility and hereby authorize Cumberland County to verify information provided in this affidavit. Joint responsibility must be demonstrated by the existence of two or more of the following (please check two items that apply):

- ___ Domestic Partner Agreement or Relationship Contract
- ___ Joint mortgage or joint ownership of primary residence
- ___ Two of the following:
 - ___ Joint ownership of a motor vehicle
 - ___ Joint checking account
 - ___ Joint credit account
 - ___ Joint lease

___ The Domestic Partner has been designated as a beneficiary on employee's will or retirement contract.

3. We are not married to anyone; at least eighteen (18) years of age; of sound mind and under no undue influence to enter into this agreement and not related by a degree of closeness which would prohibit marriage in the State of Maine.

4. We agree to notify Cumberland County within thirty (30) days should the domestic partnership be terminated.

5. We understand that falsification of information contained in this affidavit may lead to disciplinary action for the Cumberland County employee.

Dated:

Employee

State of Maine
Cumberland, SS

Personally appeared before me _____ who made oath that the foregoing statements made by him/her are true.

Notary Public

Dated:

Domestic Partner

State of Maine
Cumberland, SS

Personally appeared before me _____ who made oath that the foregoing statements made by him/her are true.

Notary Public

APPENDIX G

Corrections Promotion Worksheet

Date: _____ Candidate: _____

Review panel: _____

Oral Board (max. 30 points)

Score: _____

List each total score: delete low & high score: ave the remaining scores

Evaluations (max. 20 points) add each section to a total score divide by 2 Score: _____

Unsatisfactory = 0: below standard = 1: standard = 2: above standard = 3: outstanding = 4

Work Records (max. 25 points)

Sheriff's Unit Commendation _____ x 3 pt. = _____

Investigative Award of Merit _____ x 2 pt. = _____

Administrative Award of Merit _____ x 2pt. = _____

Sheriff's Unit Memo _____ x 1 pt. = _____

Subtotal positive points

Written Warning _____ x - 1 pt. = _____

Written Reprimand _____ x - 2 pt. = _____

Suspension 1 or 2 days _____ x - 3 pt. = _____

Suspension 3 to 5 days _____ x - 5 pt. = _____

Suspension 6 days or more _____ x - 8 pt. = _____

Subtotal negative points

Net Work Records Points:

Positive points minus negative points

Score: _____

Bargaining Unit Seniority Points (max. 25 points)

Number of full years of service x 1.0 = _____

Score: _____

Grand Total

Score: _____

SHIFT SWAPS – SIDE LETTER

- Employees may swap within the same job classification once per week per employee;
- The total number of shift swaps will be limited to 6 swaps per week;
- Employees must be qualified to work the post swapping to;
- No swapping of overtime shifts;
- No swapping that creates overtime;
- Swap must be completed within the same pay period;
- Requests for shift swaps must be submitted, in writing on an approved form signed by both parties to the swap, by Wednesday of the week prior to the week in which the shift swap is to occur and the request must be approved, in writing, prior to the shift swaps.
- Shift swaps shall remain in effect for the life of the current agreement or as mutually agreed to in a successor collective bargaining agreement.

SIDE LETTER REGARDING WELLNESS PROGRAM

The parties recognize the importance of health and wellness in the quality of employees' lives. The County has established a Wellness Promotion Program focusing on health awareness and prevention.

Employees may voluntarily participate in any Wellness Program offered by the County, in addition to being eligible for any applicable participation incentives.

MEDICAL INSURANCE SIDE LETTER

For the term of this agreement, employees will have the option of health insurance coverage under the Maine Municipal Health Trust POS C Plan or the PPO 2500 Plan with a Health Reimbursement Account, provided however, that current employees can only change plans during open enrollment.

