

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE COUNTY OF YORK
AND THE
NATIONAL CORRECTIONAL EMPLOYEES UNION

FOR THE
CORRECTIONS UNIT

AGREEMENT EFFECTIVE
JANUARY 01, 2015 THROUGH DECEMBER 31, 2017

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ARTICLE 1 - INTRODUCTION

This Agreement is entered into between the County of York, hereinafter referred to as the "County" and the National Correctional Employees Union, hereinafter referred to as the "Union."

ARTICLE 2 - PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, M.R.S.A. 961 through 974, 1981, as amended), the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale, and to promote effective and efficient County operations.

ARTICLE 3 - RECOGNITION

The County recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours and other conditions of employment for all its eligible employees within the bargaining units of the Sheriff's Department, as determined in accordance with the Maine Labor Relations Board, on September 1, 2010, with the units consisting of the following:

- A. Corrections Division:
Full-time Correctional Officer(s)

- B. Supervisory Division:
Full-time Corrections Corporal(s)
Full-time Corrections Sergeant(s)
Full-time Corrections Lieutenant(s)

ARTICLE 4 - ACCESS TO PREMISES

Authorized representatives of the Union may enter County premises during normal working hours for the purposes of inquiring into pending disputes and for the purpose of carrying into effect the provisions of this Agreement, provided that neither such representative nor such visit shall disrupt the County's operations. Such visits by such representative shall be arranged with reasonable notice to the Jail Administrator, and shall not interfere with departmental operations. A list of authorized Union representatives who may enter County premises will be furnished by the Union to the County Manager within fourteen (14) days of signing of this Agreement.

ARTICLE 5 - UNION SECURITY

1. All employees shall have the right to join the Union or refrain from doing so except as otherwise provided herein. No employee shall be favored or discriminated against either by York County or by the Union because of membership or non-membership in the Union. The Union recognizes its responsibilities as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.
2. All employees who are currently in the bargaining unit, or who enter into the bargaining unit subsequent to the effective date of this Agreement, shall during the term of this Agreement be required to pay to the Union amounts equal to the Union's periodic, dues or to pay the Union amounts equal to eighty percent (80%) of the Union's regular periodic dues. The obligation to pay such amounts shall begin on the first day of the month next following the thirtieth calendar day after achieving bargaining unit status, or the first day of the month next following the thirtieth calendar day after the effective date of this Agreement, whichever is later.
3. All employees in the units covered by this Agreement shall be informed by York County at the time of hire of the existence of this Agreement and the obligation of employees after entering the bargaining unit to either join the Union and pay the regular periodic dues or to pay to the Union amounts equal to the Union's regular periodic dues. The County of York shall promptly notify the Union of the name and address of each employee who enters the bargaining unit.
4. In the event this provision for Union security shall be declared to be invalid by any tribunal of competent jurisdiction, the Union shall indemnify and hold harmless the County of York from any and all damages, restitution of amounts paid hereunder, or other monetary liability which may accrue against the County of York by virtue of this provision.

ARTICLE 6 - CHECK-OFF

The County shall deduct regular weekly dues and fair share fees upon receipt of a signed authorization card from a unit member (a copy of which is to be retained by the County) and a certified statement from the Secretary/Treasurer of the Union as to the amount of the dues. All such forms shall be supplied by the Union. The County shall forward all such dues and fees so collected to the certified Secretary/Treasurer before the tenth (10th) day of the succeeding month for which deductions were made. The Union shall indemnify and save the County harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same pursuant to this Article.

ARTICLE 7 - MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in management, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the organization and to direct the agency's employees; to reprimand, suspend, discharge or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to evaluate employees performances; to promote, demote, transfer, layoff, recall to work and retire employee; to set standards of productivity, the services and products to be produced; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting times and the number of hours and shifts to be worked; to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation, or service, to control and regulate the use of facilities, equipment and other property of the agency; to introduce new or improved research, production, service, distribution and maintenance methods, materials, machinery and equipment; to determine the number, location and operation of departments, divisions, and all other units of the agency, to issue, amend and revise policies, rules, regulations, general orders, administrative directives and practices. The agency's failure to exercise any right, prerogative or function hereby reserved to it or the agency's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the agency's management right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement.

ARTICLE 8 - MAINTENANCE OF STANDARDS

Section 1 - Protection of Conditions

The employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement. This provision does not give the employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement, unless specifically agreed to by both parties.

Section 2 - Extra Contract Agreements

The employer agrees not to enter into any agreement or contract with members of the bargaining unit individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void. This shall not preclude the Union and the County from entering into negotiating an approved addendum to this collective bargaining agreement.

ARTICLE 9 - STEWARDS

An employee who is an authorized Steward of the Union (or Alternate) will be allowed time-off, with pay, during his/her regular work hours or shift hours, by permission of the Department Head, to investigate grievances, to attend grievance hearings, and to transmit official messages, but in no case shall such time-off exceed a total of four (4) hours per week except with the verbal permission of the Department Head. The Alternate Steward shall serve only in the absence of the Steward from work for his/her shift.

The Steward or Alternate Steward shall be allowed time-off, without pay, for up to three (3) days per year to attend seminars put on by the Union. The Steward who plans to attend said seminars will be required to notify his/her Department Head at least thirty (30) days in advance of the date of said seminar.

ARTICLE 10 - GRIEVANCE PROCEDURE

A grievance is hereby defined as any dispute between the parties as to the meaning or application of the specific terms of this Agreement. Disputes arising between the parties shall be settled as follows:

- A) The aggrieved employee and/or the Steward must present the grievance in writing to the Division Head or designee within thirty (30) days of knowledge of the grievance.
- B) Within ten (10) working days after the grievance is presented by the employee and/or the Steward, the Division Head or designee, will meet with the employee and/or the Steward to discuss the grievance. The Department Head or designee will respond, in writing, to the aggrieved employee within five (5) working days after the meeting date.
- C) Within five (5) working days after the written response of the Division Head is due, if the grievance is not resolved between the parties, the aggrieved employee and/or the Steward may submit the grievance, in writing, to the Sheriff setting forth in writing the basis for the dissatisfaction with the prior decision.

Within five (5) working days after the receipt of the grievance by the Sheriff, the Sheriff or designee will meet with the employee and/or Steward to discuss the grievance. The Sheriff will respond, in writing, to the aggrieved employee within five (5) working days after the meeting.

- D) Within five (5) working days after the written response of the Sheriff is due, if the grievance is not resolved between the parties, the aggrieved employee may submit the grievance, in writing, to the County Manager setting forth in writing the basis for the dissatisfaction with the prior decision.

- E) Within ten (10) working days after the receipt of the grievance by the County Manager, the County Manager or designee will meet with the employee and/or Steward to discuss the grievance. The County Manager will respond, in writing, to the aggrieved employee within five (5) working days after the meeting.
- F) Within five (5) working days after the written response of the County Manager is due, if the grievance is not resolved between the parties, the aggrieved employee may submit the grievance, in writing, to the County Commissioners setting forth in writing the basis for the dissatisfaction with the prior decision.
- G) Within ten (10) working days after the receipt of the written answer to the grievance by the County Manager, the County Commissioners will hold a meeting on the grievance with all concerned. This meeting will not be during or annexed to a Commissioners' Meeting unless there are no other dates available. Within five (5) working days after the meeting, the County Commissioners will respond, in writing, to the aggrieved employee as to the decision on the grievance. In the event that the decision of the County Commissioners as rendered pursuant to Section F, above, is not acceptable to the grievant, the Union or the employee may within ten (10) working days of the receipt of the County Commissioner's decision, file a written request for a grievance arbitration of the issue. If the County and the Union or employee cannot agree upon the selection of the Arbitrator(s) within ten (10) working days from the receipt of the written request for arbitration, the party(ies) may request arbitration of the grievance under the procedures of the Maine Board of Arbitration and Conciliation. The decision of the Arbitrator(s) shall be final and binding on the parties.
- H) The Arbitrator(s) shall have no authority to amend, nullify, ignore, add to, or subtract from the specific provisions of this Agreement, consistent with applicable law and this Agreement.
- I) The Arbitrator's decision shall be final and binding on the parties and the Arbitrator(s) shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and final argument.
- J) Expenses for the Arbitrator(s) services and the proceedings shall be borne equally by the County and the Union. However, each party shall be responsible for compensating its outside witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made providing it pays for the record and makes copies available, without charge, to the other party and to the Arbitrators.
- K) The time limits for the processing of grievances may be extended by a written mutual consent of the County and the employee or the Union.
- L) All grievances shall be initiated not later than thirty (30) days after the occurrence of the event giving rise to the grievance, or within thirty (30) days of the first knowledge of the grievance.

- M) The Arbitrator shall be without power or authority to make any decisions which require the commission of any act prohibited by law or which is a violation of express terms of this agreement. The decision of the Arbitrator shall be final and binding on the parties.

ARTICLE 11 - SEPARATION FROM COUNTY EMPLOYMENT

Upon separation from employment the County will pay to the separating employee all wages owed, and any accrued vacation which is due the employee. Such wages and accrued vacation will be paid on the next regular payroll day provided that all issued equipment, clothing and any gear have been returned to the County.

In all cases of voluntary separation, the employee shall provide the County with a written notice of intent to terminate employment at least ten (10) working days in advance of the actual termination date, whenever possible.

ARTICLE 12 - SENIORITY

The County will prepare a seniority list for each division, with the employee with the most years of continuous service from last date of hire listed first, seniority lists will be updated annually by the County.

The annual updated lists will be submitted to the Secretary/Treasurer and stewards of the Union by January 2nd of each year for the Union review. Any objections to the list, by the Union, shall be reported in writing to the Sheriff or County Commissioners by January 15th next or the list shall stand as presented.

Seniority, for the purpose of this Agreement shall mean length of continuous service from the date of last hire in the division, of current employment part-time regularly scheduled employment shall not be used to establish seniority when and if a part-time regularly scheduled employee becomes a full-time employee.

Seniority shall be a factor in promotions, when employees are otherwise substantially equally qualified by virtue of work performance, knowledge, skills, abilities and experience and will be a factor in all matters affecting lay-off, recall from lay-off and vacation preference.

In the event of a pending reduction, all affected employees shall receive a two (2) calendar week notice of lay-off and the Department Head will meet with the affected employees, prior to the lay-off date, if the employee requests it in writing. Seniority will be a factor for consideration and employees shall be recalled in the inverse order of the lay-off unless they decline to return. No new employees will be hired until all employees on lay-off status have been afforded one (1) recall notice. All recall notices shall be sent by registered mail and acceptance certified.

When an employee moves from one classification to another classification, seniority shall start when moved; however, department seniority shall be from the date of employment with the County for such purposes as vacation.

Employees affected by a reduction in force in their current classification, shall have bumping rights over less senior employees in any classification previously held by the affected employee. Less senior employees shall be determined by date of hire with the Corrections Department or the Communications Department

Seniority will allow an employee to bid on shift vacancies and days off as they become available. Probationary employees are not qualified to exercise seniority until they complete their probationary period.

On a full complement shift, one correctional officer must be a woman. If no woman correctional officer wants the shift, it will be filled by ordering in the least senior woman correctional officer.

ARTICLE 13 – PROMOTIONS

Promotions will be made in accordance with the criteria set forth in Article 12 - Seniority. Promotion elements will include, but will not be limited to:

- A. Oral Board (which will include one member from the public, one member from the respective promotion classifications related field, and one from in-house). An in-house moderator will conduct all oral board proceedings.
- B. Written Exam.
- C. Years of Service/Seniority.
- D. Sheriff's Interview.

The promotion panel will use the following percentages on the above criteria.

- A. Oral Board - 40%
- B. Written Exam - 35%
- C. Years of Service/Seniority – 15%
- D. Sheriffs Interview -10%

The Department Heads or Sheriff may advertise for outside promotions after five (5) days of in-house posting, with the understanding that the Department Head shall submit, to the County Commissioners, with his/her recommendation, a list of inside applicants that has been weighted

and graded using criteria of Article 12, before requesting the County Commissioners to advertise. The decision of the County Commissioners to advertise outside rests solely with the County Commissioners and is not subject to the grievance procedure.

Employees promoted to a higher classification will receive the step directly related to years or the scale in the classification they are promoted to*. Future pay increases in classification shall be granted on the anniversary date of the promotion. Length of service for purposes of retention of County employment shall always be computed from date of hire with the County.

Promotions will be defined as attaining rank.

Promotions will not become effective until approved by the Board of York County Commissioners,

Anyone moved up in rank or classification will be paid the higher rate on the first day of work in that classification.

* Example: 3-year employee in Class A promoted to Corporal, will move to the 3-year step in Class B.

Scores will be posted as given to the shop stewards after testing.

ARTICLE 14 - WORK WEEK AND OVERTIME

A. The work week schedule for all divisions set forth in this Agreement shall remain in effect for the duration of this Agreement unless the parties agree mutually to amend the work schedule or if the schedule is otherwise changed in accordance with Paragraph C of this article.

All hours actually worked in excess of forty (40) hours in any one pay period shall be compensated at the rate of one and one-half (1-1/2) times the base hourly rate of pay of the employee if he/she works in his/her classification. Effective October 1, 2011, all overtime shall be calculated in compliance with the Fair Labor Standards Act.

All available open shifts of less than five (5) days duration, and as excepted elsewhere in this Agreement, will be directed to full-time, off duty and available employees, on a rotating list by seniority, in classification. In cases where overtime is refused, the shift supervisor shall order in the most junior employees on the seniority list in a reverse rotation upward. Employees ordered in may choose to find a suitable replacement and shall have fulfilled their responsibility. Open or vacant shifts created by illness, accident, training, bereavement, suspension, leave of absence, retirement, resignation, critical duty re-assignment or promotions will be filled by the use of reserve officers when the vacancy exceeds five (5) consecutive days. Employees cannot be ordered in on days off unless there is an emergency as determined by the Sheriff or his/her designee.

York County will utilize the separate call list for sergeants and corporals to solicit a volunteer to cover the supervisory assignment shift. In the event there are no volunteers, York County may use the call list of officers in charge, but may not offer the shift assignment to an individual on that shift who is qualified as an officer in charge. In the event that there are no officers in charge who volunteer for the shift assignment, York County will order in a sergeant or corporal in accordance with established procedures.

Employees can be ordered in, in advance, when necessary. Employees cannot grieve the loss of overtime if they are not available by phone, answering machine, pagers, etc.

Reserves may be used for a twenty (20) work day period after the initial five (5) day vacancy and then the vacancy shall again be filled by unit members for the next five (5) days.

During storms or other emergency situations, the maximum hours worked should not exceed two (2) shifts in a twenty-four (24) hour period. Emergency short notice substitutions may be made by the Sheriff from Reserve personnel to obtain shift coverage when regular employees are not available.

Employees may elect or be required to work a maximum of sixteen (16) hours per day or fifty-six (56) hours per work week, unless there is an emergency as determined by the Sheriff or his/her designee. An emergency shall be defined as an unforeseen combination of circumstances or the resulting state that calls for immediate action. Employees may voluntarily work up to seventy-two (72) hours per week.

If an employee signs up for an open shift, that employee is responsible for working that shift. If the employee is unable to work that shift, that shift will be filled by utilizing the call list.

Individuals volunteering to fill open shifts in the jail will be paid as follows: Lieutenant will receive Lieutenant pay; Sergeant will receive Sergeant pay; and Corporal will receive Corporal pay. All classifications will be covered under the order-in policy.

Employees working in a higher classification will be paid at the higher rate for all hours worked. All hours worked as an Officer in Charge (OIC) will be paid at the Corporal's rate of pay in the appropriate seniority step.

Order in cards become overtime cards. Whenever an employee fills an open shift over their 40 (forty) hours, either voluntarily or by order in, that individual's card is moved to the back of the cards.

B. OVERTIME. In order to minimize the burden of forced overtime and eliminate "split-shifts" overtime unless it is annexed to an existing shift, the parties agree to the following procedures. Should there be a conflict between the provisions of this section and section A, this section shall control.

A four (4) week work schedule shall be posted by the County at least four weeks on a weekly rotating basis in advance, listing all known overtime opportunities. The posting will be

made available in the employee break area and at some point in the future it is anticipated that it will be available online. If there are an insufficient number of volunteers, the remaining overtime slots are filled by seniority utilizing a rotating call list as follows:

- a. On the preceding Tuesday, an overtime call list will be completed for the following payroll week (Monday at 0000 hours through Sunday at 2400 hours). Overtime shifts will be filled by seniority on a rotating basis.
- b. If a shift vacancy arises or remains open within one (1) hour of the commencement of the shift, it may be filled from available staff based on seniority. In the event that the vacancy still remains after being offered to available staff, the shift supervisor shall hold the least senior employee on shift on a rotating basis to fill the overtime.
- c. Overtime will be offered in four (4) hour increments, including when the hard copy of the schedule is presented. If/when an overtime shift comes up and it cannot be voluntarily filled by two (2) officers, it will be made into an eight (8) hour shift and the next available orderable officer will be forced. This will be implemented on a six (6) month trial basis, to be concluded July 1, 2015. Management and Union Leaders will meet monthly to review and make changes as necessary.
- d. Split shifts shall be prohibited except on a voluntary basis or when the open shift is annexed to the beginning or end of an existing shift.
- e. For purposes of overtime "days off" shall commence at the end of the employees regularly scheduled shift and shall end at the beginning of the employees 1st regular shift after his/her scheduled days off.
- f. Employees must work a minimum of two (2) hours of overtime before their card can be moved.
- g. Scheduled overtime will be posted five (5) days in advance.

Scheduling: Management will assume the responsibility for scheduling. Supervisors will continue to participate in scheduling issues the day before or the day on which a scheduling issue arises, such as is done at present with call lists and order-ins. There will be a six (6) month period for the transition unless the Sheriff implements it earlier.

C. TEN HOUR SHIFTS. The parties agree to the creation of up to twelve (12) ten (10) hour shifts under the following conditions:

- a. During the first twelve (12) months (Trial period) commencing on the effective date of this agreement, the employer may create up to twelve (12) ten (10) hour shifts.

- b. Employees working ten (10) hour shifts will work four (4) days followed by three (3) consecutive days off. Employees may volunteer to work additional hours on their days off.
- c. The shift hours and days off for each ten (10) hour shift created shall be posted for fourteen (14) days. Employees interested in bidding for these positions shall submit their desire in writing to the employer. Said writing must identify which ten (10) hour shift the employee is seeking. Upon completion of the posting period, bids shall be awarded by seniority. In the event there are no bids for a ten (10) hour shift, said positions which have been created shall be assigned by reverse order of seniority.
- d. During the first twelve (12) months commencing on the effective date of this agreement, the employer may adjust the shift hours and days off (so long as days off remain consecutive) for the purpose of achieving the best coverage. However, upon any substantial change in shift hours or days off, the employee(s) affected by such change(s) may elect to either revert back to their original eight (8) hour shift or a similar position or to continue under the adjusted shift hours and/or days off. Upon expiration of the twelve (12) month period, further changes in shift hours shall be in accordance with the collective bargaining agreement.
- e. Prior to the expiration of the initial twelve (12) month period, the employer will have the right to eliminate some or all of the ten (10) hour shifts. In the event a ten (10) hour shift is eliminated during the twelve (12) month trial period, the remaining ten (10) hour shifts shall be reposted and filled in accordance with subparagraph "c" above.

D. VEHICLE USE REIMBURSEMENT: Employees assigned to work in locations outside the York County Jail and who use their personal vehicles to travel to the work site shall be paid the mileage reimbursement rate adopted by the York County Commissioners annually for travel from the Jail or the employee's residence, whichever is less, to the work site. Requests for reimbursement shall be in writing on forms provided by the county for travel after August 26, 2011.

E. SHIFT SWAPS: Employees may be granted permission to *swap shifts* with another employee. Such swaps are subject to approval by management and will be subject to the following limitations:

- Employees requesting to swap a shift must complete and file a request with at least five a (5) day notice;
- Both shifts of the swap must be worked within the same payroll period;
- An employee who does not work their designated shift in a swap will be subject to discipline and shall be denied future swap requests;

- Each employee may only be granted permission to swap shifts once per quarter. (January-March, April-June, July-September, October-December).

F. POST ORDERS: Work assignments will be rotated every thirty (30) days subject to staffing and operational needs.

G. SHIFT VACANCIES: Whenever a shift vacancy occurs, *management* will determine whether or not it will be filled within ten (10) working days. For vacancies that will be filled, the County will post the vacancy for a period of fourteen (14) days. The shift will be offered to the most senior employee who has submitted a letter of interest in response to the posting.

ARTICLE 15 - COMMUNICATIONS DEVICES

Any employee who is issued a communication device by the county and is on call shall be compensated at a rate of seven (7) hours per week.

ARTICLE 16 - CALL-BACK TIME

An employee called back to work shall receive a minimum of four (4) hours pay at one and one-half (1 ½) times the hourly rate of his/her base hourly rate of pay for the work for which they are called back. This section applies only when call-back results in hours worked which are not annexed consecutively to one end or the other of the working day or the working shift. This section does not apply to scheduled overtime, call-in times annexed to the beginning of the work day or work shift, nor to holdover times annexed to the end of the work shift or work day, nor to court time. Time compensated for by call-back pay shall not be considered time worked for overtime computation purposes.

Scheduled overtime means overtime posted five (5) days in advance.

ARTICLE 17 - HOLIDAYS

The following days shall be recognized and observed and paid as holidays:

| | |
|------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veterans Day |
| Patriot's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

1. On the observed holidays, all employees shall receive their regular rate of pay for a full shift in an amount equal to their regularly scheduled shift. This time shall count towards overtime only if the holiday falls on their regularly scheduled shift.
2. Employees who are scheduled to work on the observed holiday will receive compensation at the rate of one and one half (1 ½) times their regular rate of pay for all hours worked. Actual hours worked under this provision count towards overtime.
3. Employees who call out sick on any holiday will not be eligible for holiday pay.

If a holiday is observed during an employee's vacation time, the employee shall be charged only for the vacation time days actually used in the week in which the holiday occurs. The employee will be paid holiday pay on the holiday, not vacation time pay, at their regular rate of pay.

On the designated holidays employees who are not required to maintain essential services will be excused from all duty.

HOLIDAY PAY WILL ONLY BE PAID ONCE TO EACH EMPLOYEE PER HOLIDAY.

The Friday following Thanksgiving shall be designated as Administrative Leave Day with the following conditions:

Corrections Officers when required to work on this day, shall receive their regular pay for a full shift and in addition, be entitled to use, at a later date and without loss of pay, an amount of time equal to the amount of time worked. The County shall have the right to use any reserve officer as replacements for full-time employees using time earned in this manner only. Swapping shifts for purposes of attaining this benefit will not be allowed.

To be eligible for holiday pay, the employee must have worked his/her last scheduled work day prior to the holiday, and/or his/her first scheduled work day after the holiday and must have been in an employee status for at least thirty (30) days preceding the holiday.

ARTICLE 18 - VACATIONS

- A. The vacation schedule for all full-time members shall be as follows:

After completion of six (6) months of continuous, full-time service, which shall be a probationary period, the employee will be entitled to six (6) days of vacation leave at his/her regularly scheduled rate of pay. Said vacation leave shall have been earned at the rate of twelve (12) days per annum, but calculated at a weekly accrual rate in hours and total amount earned printed on the employee's leave and earnings statement.

A probationary employee may not use vacation leave unless due to unexpected and unusual circumstances and approved by the Department Head.

Thereafter, the employee shall earn vacation leave at the rate of twelve (12) days per year of continuous full-time service, calculated and accrued as stated above.

No vacation leave may be used without prior approval of the Department Head or his/her designee.

After completion of five (5) years of continuous full-time service, the employee shall earn fifteen (15) days of vacation leave per year and said leave shall be calculated weekly in hours and printed as a total in the employee's weekly leave and earnings statement.

After completion of ten (10) years of continuous full-time service, the employee shall earn twenty (20) days of vacation leave per year. Said leave shall be calculated weekly in hours and printed as a total accrual on the employee's weekly leave and earnings statement. After completion of fifteen (15) years of continuous full-time service, the employee shall earn twenty-five (25) days of vacation leave per year. After completion of twenty (20) years of continuous full-time service, the employee shall earn thirty (30) days of vacation leave per year. Said leave shall be calculated weekly in hours and printed as a total on the employees' weekly leave and earnings statement.

B. The employer will make every effort to implement an electronic vacation schedule to aid employees in selecting vacation. This electronic schedule will use as a guideline a minimum of two (2) vacation opportunities per shift for each day of the year.

- a. Employees will be provided the opportunity to select vacation at four (4) different times per year during the first two (2) weeks in October, January, April and July, but the members must pick two (2) weeks in October, and up to two (2) weeks for each additional selection period until they have picked their required number of weeks as listed in this Article. The County agrees to repost additional vacation opportunities that arise and allow current picks to be surrendered. All vacation requests during will be awarded by seniority according to availability.
- b. Employees who hold the ten (10) hour shifts scheduled from 0500 – 1500 hours will submit vacation requests in accordance with the contract. Their picks will be placed on and count against the minimum number of opportunities for the 0800 – 1600 hour shift. Employees who hold the ten (10) hour shifts scheduled from 1100 – 2100 hours will submit vacation requests in accordance with the contract. Of the two (2) employees with this shift, the most senior employee's vacation picks will be placed on and count against the minimum number of opportunities for the 1600 – 2400 hour shift. The least senior employee's vacation picks will be placed on and count against the minimum number of opportunities for the 0800 – 1600 hour shift.

- c. All employees may submit additional vacation requests for increments of less than one (1) week (ie. 1 day, 2 days, 3 days or 4 days). Employees may also submit vacation requests in four (4) hour increments for a total of five (5) four (4) hour increments for the period January 1st through December 31st. Employees assigned to ten (10) hour shifts may request up to five (5) five (5) hour increments for the period January 1st through December 1st. All vacation requests during this period will be awarded by seniority according to availability.
- d. Other than during the designated vacation selection periods, all vacation requests will be submitted with five (5) days notice and be approved or denied on a first come first serve basis.
- e. Once vacation weeks, days, or half days are scheduled and approved, no changes or shift swaps will be allowed without prior approval by management.
- f. All vacation picks will coincide with the County's payroll period.

Vacations scheduled and approved may only be changed by the employee on an equal swap basis, with approval of the Bargaining Unit Head.

Scheduled vacations shall not be taken without prior written approval of the Department Head, or his/her designee shall be considered tentative and must be confirmed prior to use. However, denial of a scheduled vacation leave must be in writing and the employee may request a personal meeting with the Department Head for discussion. A Union Representative may accompany the employee at the employee's option.

Employees shall at no time carry an accrued amount of vacation time leave that exceeds his/her annual entitlement by more than ten (10) days. An employee whose earned leave is in excess of this amount shall utilize said leave within the next thirty (30) days. Under extenuating circumstances, the Department Head may waive this requirement subject to approval by the County Commissioners.

Vacation time will not accrue while an employee is out on unpaid leave, except leaves that are covered by Statute. Employees are not entitled to additional vacation time other than that listed above.

All vacation hours will be treated as hours worked.

ARTICLE 19 - SICK LEAVE

- A. General - The purpose of sick leave is to ease the financial burden of personal illness or injury (not connected to an outside employment activity). A full-time employee may be granted sick leave in the following cases:
- 1) Personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of the assigned position.
 - 2) Medical leave consisting of medical and/or dental appointments.
 - 3) Medical illness of a relative or significant other residing in the household of the employee.

Absences for a fraction or part of a day that are chargeable to sick leave shall be charged in direct hourly amounts to the time taken.

- B. Accrual Method - Sick leave will be posted on employees checks monthly at the rate of 1/2 day per month at the end of the month for a total of six (6) days annually. Employees may accumulate to a maximum of one hundred twenty (120) days. Accruals in excess of one hundred twenty (120) days will be paid at the rate of 1/2 day on the first pay period of December each year.
- C. Employee Reporting - An employee shall report sick leave absences to his/her immediate Supervisor prior to the start of his/her regularly scheduled work day if possible and in no instance later than one (1) hour before the start of his/her regularly scheduled work day. Failure to comply with this requirement without just cause may be cause for disciplinary action.
- D. Physician's Certificate - When an employee is absent for more than three (3) consecutive working days due to illness or injury to himself/herself or to the spouse or child, the Department Head may require the attending physician's statement to certify the reason for the absence. In all cases of hospitalization of an employee a physician's certificate will be required releasing the employee to work. The Department may require the County physician to see the employee prior to return.
- E. Employees with five (5) years of creditable service, who leave in good standing, shall be reimbursed for their unused sick leave at twenty-five percent (25%) percent of their current base hourly rate. Employees, with five (5) years of creditable service, who leave in good standing who retire under any recognized retirement plan, shall be reimbursed for their unused sick leave at fifty percent (50%) of their current hourly base rate. Full payment of unused sick leave, regardless of length of service, shall be paid to an employee's estate in the event of his/her demise.
- F. Family and Medical Leave – Family and medical leave will be requested, designated and administered pursuant to and in accordance with the County's personnel policy on family

and medical leave. The procedures, requirements, benefits and provisions of the County family and medical leave policy will be applicable to all members of the bargaining unit. The parties agree that any change in the County's personnel policy effecting Family and Medical Leave will not be applicable to the bargaining unit unless and until the employer has met its obligation to bargain any proposed changes prior to the implementation.

- G. Excess Sick Days – Employees are subject to the County's personnel policy which addresses the excessive, unauthorized or improper use of sick days or time. The parties agree that any change in the County's personnel policy effecting sick leave will not be applicable to the bargaining unit unless and until the employer has met its obligation to bargain any proposed changes prior to implementation.

Sick leave will not accrue while an employee is out on any unpaid leave except leaves that are designated by Statute.

In the event no sick leave is taken, personal days will be earned in the following manner for each trimester:

| | | | | |
|-----------|---|-------------|---|-------|
| January | - | April 30 | = | 1 Day |
| May | - | August 31 | = | 1 Day |
| September | - | December 31 | = | 1 Day |

Sick time used for on the job injuries will not be considered in the earning of personal days. Employees are required to give a five (5) day written notice. Employees may opt for a buy out of personal days due the first pay period in January. Personal days will count toward overtime in the week that they are used.

Employees may use up to three (3) sick days per year for personal use. Employees are not entitled to additional sick/personal time other than that listed above.

ARTICLE 20 – BEREAVEMENT LEAVE

In the event of death in the immediate family of an Employee, the Employee shall be granted five (5) working days leave of absence with full pay for each death to make household adjustments or to attend funeral services. Immediate family is defined as spouse, domestic partner (as defined under State law), mother, father, foster parents, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, step parents, step children, or persons living in the immediate household. Employees shall be granted one (1) working day to attend the funeral or services for other relatives.

In the event of an employee attending the funeral or services of other relatives, permission may be granted to swap shifts in order to attend the one (1) day of the funeral or service. Permission to swap shifts must be approved by the Department Head or their designee.

ARTICLE 21 - MILITARY AND RESERVE LEAVE

Employees who are members of the organized military reserves or National Guard, and who are required to perform field duty, will be granted leave in accordance with 38 USC, Chanter 43 (USERRA Law).

ARTICLE 22 - WORK RULES AND DISCIPLINE

The County may adopt reasonable work rules. All rules or amendments thereto, shall be posted on the Departmental bulletin board and shall become effective on the fifth (5th) day after the date of posting. It shall be the responsibility of the unit members to read the bulletin board daily.

Employees are required to abide by the terms of this Agreement. Should there be any doubt as to the employee's obligations, he/she shall comply with the rules and then grieve if he/she feels he/she has been wronged. All discipline shall be for just cause including, but not limited to, violations of any rules adopted, above, and the provisions of this Agreement. All suspensions and discharges shall be stated, in writing, and will be forwarded to the affected employee and the Union office within five (5) working days of the date said actions were taken.

Employees who operate a County vehicle must have a valid operator's license. Employees are responsible to notify the County if his/her operator's license is suspended. Failure to do so may result in discipline up to and including discharge.

Disciplinary action or measures shall include the following:

- | | |
|---------------------|---|
| - Corrective Memo | The measures need not be applied in sequence depending on the seriousness of the disciplinary infraction. |
| - Written Reprimand | |
| - Suspension | |
| - Discharge | |

All disciplinary infractions placed in an employee's file which are received for an infraction which is less than suspension shall be purged from the file if there is no disciplinary offense within the next twelve (12) months subsequent. All serious offenses (suspension, but less than discharge) shall be purged from the file if no recurrence of disciplinary action is received by an employee within an eighteen (18) month period subsequent to the serious offense. Employees suspended for disciplinary reasons will not be eligible for holiday time, accrued vacation or sick time during the disciplinary period.

All discipline that is purged from the files of the employees shall be placed and separately stored in a file which is marked "Purged Discipline". Purged discipline shall not be used for any disciplinary purpose. Purged discipline will only be used or disclosed in connection with civil or criminal litigation, external investigations, and nondepartmental administrative agency hearings as well as in response to subpoenas, court orders or when otherwise required to be disclosed pursuant to law or legal process.

The Department Head or their designee shall apply all levels of discipline except discharge, which shall be the sole responsibility of the Board of the York County Commissioners.

ARTICLE 23 - LEGAL (CIVIC) LEAVE

An employee summoned to jury duty will be excused from his/her work for the required period necessary to perform jury duty. He/she will be entitled to his/her regular wages during this period, less the amount received from jury duty. An employee excused early or who is not called to duty shall report to his/her supervisor for assignment.

ARTICLE 24 - INSURANCE

Worker's Compensation Insurance in accordance with Maine State Statutes will be provided employees covered by this agreement

A comprehensive group insurance policy covering health, dental, life, weekly disability, long term disability and accidental death and dismemberment (collectively the "insurance plan") is provided for full-time employees of the Corrections Unit. As a condition of employment, employees are required to enroll in this insurance program. The health insurance plan will require the employee to elect between two different plans as set forth below. An employee may opt out of coverage if the employee has alternative health insurance coverage.

HSA LC-1

The County agrees to pay one hundred percent (100%) of a full-time employee's health coverage who select the HSA LC-1 Harvard Pilgrim health insurance coverage. The County will pay fifty percent (50%) of the cost of dependent health care with the employee responsible for the remaining fifty percent (50%) of the cost paid to the County through a payroll deduction from the employee's wages. The County will contribute to a Health Savings Account established by each employee selecting the corresponding coverage the following monthly amounts:

| | |
|----------------------|----------|
| Employee: | \$ 54.96 |
| Employee / Children: | \$118.76 |
| Family: | \$191.66 |

Employees may contribute additional amounts by payroll deduction up to the limits as established by law.

POS-14

The County agrees to pay eighty-five percent (85%) of the employee's single coverage who select the POS 14 Harvard Pilgrim coverage. All employees who elect to be covered by this health insurance plan will pay fifteen percent (15%) of the cost of the premium for single coverage through payroll deduction. All employees who elect a plan that covers a dependent, i.e., Employee and Children or Family will be responsible for fifty percent (50%) of the difference in premiums for said plans in addition to the fifteen percent (15%) contribution for the single plan and will pay that amount through payroll deduction. The following example uses "round numbers" and is for illustrative purposes only to demonstrate how the above calculations will be made:

| Type of Plan | Monthly Premium | Calculation | Employee Cost |
|--------------|-----------------|------------------|------------------------|
| Single Plan | \$1,000 | 15% of \$1,000 | \$150 per month |
| Family Plan | \$2,200 | \$2,200 | |
| | | - <u>\$1,000</u> | |
| | | = <u>\$1,200</u> | |
| | | x 50% | |
| | | = \$600 | |
| | | + <u>\$150</u> | |
| | | = <u>\$750</u> | <u>\$750 per month</u> |

For employees participating in the POS14 Plan, the County will make available a Flexible Spending Arrangement (FSA) so the employee can contribute pretax wages to the account through a salary reduction agreement which must be filed by the employee on or before December 15th of each calendar year. The employer agrees to notify all employees how to participate in the Flexible Spending Arrangement by November 30th of each year or as soon thereafter as practicable. The FSA will be used to pay qualified medical and dependent care expenses. The employee must comply with other rules and regulations for the creation and maintenance of FSA plans.

All unit employees are covered by Unemployment Insurance, which is paid for by the County.

The County agrees to pay one hundred thousand dollars (\$100,000) for any employee who is killed in the line of duty.

The County agrees to maintain the comprehensive Sheriff Liability Insurance, now in effect, at the current coverage or a plan equal to or better than the current policy.

A Group Life Insurance in the amount equal to his/her gross wages for the previous year provided to all full-time employees covered by this agreement.

The County will offer Section 125 for all eligible County employees under this agreement at no cost to the County.

The County agrees to pay one hundred percent (100%) of a weekly income protection plan, starting within sixty (60) days of ratification of this agreement. The plan will pay the employee a minimum of seventy percent (70%) of his/her weekly base pay. The employee may elect to use accumulated sick time to make up the remaining thirty percent (30%). This plan provides income protection from the first day of the accident: eight (8) days of sickness and is available for up to twenty-six (26) weeks' duration. Sick leave can be used for the first eight (8) days. If accident/illness is covered by worker's compensation, then this benefit is not applicable.

ARTICLE 25 - RETIREMENT

The County will participate in the Maine State Retirement System Special Plan #2. The County will continue to participate in the Social Security Program (HCA/OASI) during the term of this agreement

The County of York and National Correctional Employees Union for the Corrections, Communications and Supervisory Unit of York County agree to the implementation of a Section 409(a) pension plan for employees in the bargaining unit.

1. Employees who are members of the Maine State Retirement System will not be able to participate in the Section 409(a) plan.
2. The County of York will match employee contributions to the plan to a maximum amount of six percent (6%).
3. All employees with ten (10) years of creditable service who retire at age sixty (60) under any recognized plan, will be allowed to purchase insurance at the Group rate that is provided by the County of York to its employees.

The above-mentioned provision will apply only until the employee becomes eligible for medical benefits under Medicare.

ARTICLE 26-NON-DISCRIMINATION

The County and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age (particularly between the years of forty (40) and seventy (70)), or condition of handicap, except where based on a bona fide occupational qualification, nor will they limit, segregate, or classify employees in any way, to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age (particularly between the years of forty (40) and seventy (70)), or condition of handicap, except where based on a bona fide occupational qualification.

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

ARTICLE 27 - HEALTH AND SAFETY

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

The County is responsible for meeting safety standards which are considered to be a minimum standard required by the Occupational Safety and Health Act of 1970 as well as other federal and state laws. Non-compliance with the act may result in fines and penalties to the County.

The County shall make every reasonable effort to provide any vaccines as mandated by State or Federal laws for all collective bargaining unit members.

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

If a unit member deems his/her vehicle or equipment to be unsafe, he/she shall notify his/her supervisor, in writing, who shall arrange for an appropriate inspection and the qualified inspector shall determine whether the vehicle or equipment is safe for use. If the vehicle or equipment is deemed unsafe, the employee will not be required to use same.

Any employee involved in any work-connected accident shall immediately report to his/her immediate, non-unit supervisor of said accident, when possible, any physical injury sustained. Said reports will be made, on a proper form provided by the County. The employee may elect to provide a copy to the Union.

ARTICLE 28 - PROBATIONARY PERIOD

Probationary period shall be a twelve (12) month period during which the County's right to discharge shall be incontestable and non-grievable for all new hires and/or first time County employees. The twelve (12) month period shall be extended by the time that employee is attending his/her respective academy training.

There shall also be a twelve (12) month probationary period applied to promotions, transfers of positions and/or classification. Revocation of probations for failure to satisfactorily perform in the employee's new assignment shall not warrant discharges, unless for just cause, and shall not be contestable or grievable.

At the end of the probationary period, seniority will be of that date in that position. Seniority in the employee's prior classification will be maintained for bumping rights. If probation is revoked, the employee will revert to his prior classification with retention of his/her prior seniority.

ARTICLE 29 - SEPARABILITY OR SAVINGS

If any Article or Section of this Agreement shall be found contrary to any law, such invalidity shall not affect the validity of the remaining provisions. The County and the Union agree to meet and discuss and negotiate a replacement clause within thirty (30) days of the declaration of invalidity of such Article or Section.

ARTICLE 30 - POLITICAL ACTIVITY

Political and Other Activities - Political activities of County employees shall conform to State and Federal mandates. Political activities are not permitted during working hours or on County property. Employees may not:

- 1) use official authority or influence for the purpose of interfering with or affecting the result of an election or nomination for office, or
- 2) directly or indirectly coerce, attempt to coerce, command, or advise a State or County Officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes.

It is the policy of the York County Government to permit other agendas/individuals to contact employees, but to insure that employees have the opportunity to successfully perform their duties, no contacts or solicitations are permitted during working hours.

The definition of other agencies/individuals includes, but is not limited to: insurance companies, general vendors, and community/social organizations.

ARTICLE 31 - NO STRIKE/NO LOCKOUTS

The employees covered by this Agreement agree that during the term of this Agreement, they shall not engage in:

1. a work stoppage;
2. a slowdown;
3. a strike; or
4. the blacklisting of any public employee for the purpose of preventing them from filling employee vacancies.

In the event that unit members participate in such activities in violation of this provision, the Union shall notify those unit members so engaged to cease and desist from such activities and shall instruct the unit members to return to their normal duties.

The County agrees that there will be no lockouts during the term of this Agreement.

ARTICLE 32 - EMPLOYMENT OF RELATIVES

It is the policy of the York County Government to seek for its employees the best qualified persons regardless of their relation to other employees. Thus, close relatives (spouse, mother, father, brother, sister or child) may be employed in the same or in a different department.

Unless the County Commissioners shall, following the recommendation of the Department Head, determine that the best interests of the County shall be served, the following relatives of any elected or appointed officer or other County employee are disqualified from employment, promotion or transfer within the same department: son, daughter, spouse, parent, grandchild, grandparent, brother, sister, half or step brother, half or step sister, or the spouses of any of them. All relationships shall include those arising from adoption.

The provision of this sub-section shall not apply to any County personnel employed as of the date of the sub-section's adoption.

ARTICLE 33 - CONFLICT OF INTEREST

Any County employee who has a substantial financial interest in any contract with the County or in the sale of any land, material, supplies or services to the County or to a contractor supplying the County shall make known that interest and shall refrain from voting upon or otherwise participating in his/her capacity as a County employee in the making of such sale or in the making or performance of such contract. In the absence of actual fraud, no employee shall be deemed to have a substantial direct or indirect financial interest merely because he/she is an official, officer, employee or stockholder of a private corporation to which question relates or with which the County contracts, unless the employee is directly or indirectly the owner of at least ten percent (10%) of the stock of the private corporation. Any County employee who willfully violates the requirements of this section shall be guilty of malfeasance in office or position and shall forfeit his/her office position. Willful violation of this Section by the person or corporation contracting with or making a sale to the County, shall render the contract or sale voidable.

ARTICLE 34 - EMPLOYEE FILES

Insofar as permitted by law, all personnel records, including home addresses, telephone numbers and pictures of members of the units shall be confidential and shall not be released to

any person other than County officials, except upon a legally authorized subpoena or written consent of the employee involved.

Upon request, a unit member shall have the right to inspect his/her official personnel record during normal office hours, which shall be maintained in the County Commissioners' Office. A member shall have the right to make duplicate copies for his/her own use. No records shall be withheld from a member's inspection. A member shall have the right to have added to his/her personnel file, a written, signed and dated refutation of any material which he/she considers detrimental.

A written reprimand which has not previously been the subject of a hearing shall not be placed in the member's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five (5) calendar days thereafter, the member may file a signed and dated written reply. If the Department Head thereafter places the written reprimand in the member's personnel file, he/she shall also include the member's written reply.

ARTICLE 35 - OUTSIDE EMPLOYMENT

An employee may engage in outside employment provided:

- a. Prior written approval of the Department Head is obtained.
- b. There will be no interference with the performance of duties at the York County job.
- c. There will be no conflict of interest as a result of the outside employment.
- d. The employee in no way will utilize resources of the York County Government for purposes of his/her outside employment.

If it is determined that such outside employment is not advantageous to York County and after a hearing with the employee, the employee will be notified in writing, that the outside employment must be terminated or the employee must resign his/her York County employment.

ARTICLE 36 - EMPLOYEE RIGHTS

Internal investigations of any unit member will be conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the Department, the following rules of procedure are established:

- A. The investigating officer shall advise the employee that an official investigation is being conducted within seventy-two (72) hours of the commencement of the investigation. The interrogation will be conducted within a reasonable time, taking into consideration the working hours of the employee, and the interests of the Department. The investigating officer shall inform the employee of the nature of the alleged conduct which is the subject matter of the investigation, and the

complainant shall be identified. If it is known that the employee being interrogated is a witness only, he/she shall be so informed.

- B. The interrogation shall be conducted with the maximum amount of confidentiality.
- C. The interrogation of the employee suspected of violating department rules and regulations shall be limited to questions which are directly related to the employee's involvement in the alleged violation.
- D. The interrogation may not be conducted by more than two (2) interrogators at any one (1) time.
- E. The employee shall be read the following statement:

Officer _____, you are being questioned as part of an administrative investigation of the York County Sheriff's Office. You will be asked questions that are specifically directed and related to the performance of your official duties. The purpose of this questioning is to obtain information, which will assist in the determination of whether administrative disciplinary action is warranted. I am not questioning you for the purpose of institution criminal proceedings against you. As a result, I am ordering you to answer questions that I direct to you regarding this matter.

With that having been said, you are still entitled to all the rights and privileges guaranteed by the law, the Constitution of the State of Maine and the Constitution of the United States, including the right to not be compelled to incriminate yourself.

If you do answer questions, neither your statements nor any information or evidence which is gained by reason of such statements can be used against you at any subsequent criminal proceeding. However, your statements, as well as any information or evidence that is obtained may be used against you in relation to subsequent departmental charges, disciplinary or administrative actions, or any proceeding related to your employment status.

If you refuse to answer questions relating to the performance of your duties, you will be subject to disciplinary charges, which could result in your dismissal from the York County Sheriff's Office.

- F. Any and all investigations shall be conducted within thirty (30) days, and the employee shall be advised of the final outcome of the investigation within fifteen (15) days. If the charges are sustained, a hearing must be held within ten (10) days and discipline shall be issued within ten (10) days of the hearing.
- G. If the results of an investigation against an employee prove that the charges are unfounded, then it shall be so noted in the final report of the investigation.
- H. An employee shall have the right to a private or public hearing, if he/she so desires.

- I. All suspensions will be on paid leave pending completion of the Internal Affairs Investigation.

ARTICLE 37 - COMPENSATION CLAIMS

The County agrees to cooperate toward the prompt settlement of the employee on-the-job injury claims when such claims are due and owing as required by law. The County shall provide Worker's Compensation protection for all employees if the illness or injury arose out of and in the course of employment to facilitate prompt settlements, employees should provide the County with prompt written notice of any injury sustained on the job.

In the event that the employee is injured on the job, the County shall pay such employee his/her guarantee for that day lost because of injury. An employee who is injured on the job and must be sent home or to the hospital, or who must receive medical attention, shall receive pay at the applicable hourly rate for the balance of his/her regular shift on that day. Employees who are injured on the job and who are receiving Worker's Compensation benefits, will continue to receive all the benefits and provisions of this Agreement for the duration of the Worker's Compensation Claim, but will not be entitled to utilize any leave benefits during the period of the Claim.

Employees may use any accrued sick leave to provide income only until Worker's Compensation Benefits begin. Sick leave benefits covering time also covered by Worker's Compensation Benefits shall be returned to the County.

The employer will notify the Union as soon as it becomes aware of any situation requiring a reasonable accommodation within the terms of the Americans with Disabilities Act, will provide the Union with all relevant information, and will bargain with the Union concerning any accommodation that departs from any of the terms of this contract or from any existing practice.

ARTICLE 38 - LEAVE OF ABSENCE

A regular employee may be granted a leave of absence without pay by the Department Head when approved by the York County Commissioners for a period not greater than one (1) year [three (3) years for Union elective office]. Failure of an employee to return to work at the expiration of the leave without having arranged for an extension will be deemed a resignation. Full seniority rights shall be maintained during the absence, however, all use and/or further accumulation of leave benefits will be forfeited. The Union shall be notified, by Commissioners, in writing, of any such leave of absence within one (1) week of the effective date, if possible. If, due to emergency, the leave of absence is granted, notification to the Union will be made as soon as possible thereafter.

The leave of absence shall be used for the purposes for which it was originally approved. Failure to comply with this provision could result in termination of employment

ARTICLE 39 - SUBCONTRACTING

It is expressly understood by the Union that management retains all rights necessary to carry out the functions of the County and its various departments, including the right to determine the methods, means, personnel, and policies and procedures by which departmental operations are to be conducted, and the right to contract out for services shall not be used to undermine the Union, unless the subcontracting provides a more economical or efficient operation.

ARTICLE 40 - IDENTIFICATION FEES

The County requires employees to carry or record full personal identification. Such requirements shall be complied with by the employees. The cost of such personal identification shall be borne by the County.

ARTICLE 41 - CLOTHING ALLOWANCE

The County will provide the initial issue uniform as outlined in Appendix A and B (See Attached) and replace as needed. If any items 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 safekeeping of their uniform and will produce all items for inventory upon request.

Damage to Personal Effects - The County will pay a reasonable amount for any damage to an employee's personal clothing when such damage occurs while the employee is on duty as a result of the performance of such duties, unless the employee is otherwise reimbursed by insurance or other collateral source. The maximum jewelry reimbursement will be limited to (\$100.00) one hundred dollars.

ARTICLE 42 - SPECIAL DETAILS

The following provisions shall govern the assignment of extra special details to officers where the detail is to be paid for by an outside individual, group, corporation or organization:

1. A "Paid Special Detail" is to be defined as any consumer paid detail requiring an officer to be present at a dance, athletic event or other social function, guard an individual or home, direct traffic flow into/out of or on private property, and direct traffic flows that have been disrupted or obstructed by street excavations. No paid special detail may be

accepted where alcohol is served or consumed. The officers shall be paid for all time on detail prior to his/her departure if alcohol is present.

2. Assignments to "Paid Special Details" shall be made by the Department Head, with first preference to certified and qualified, in classification off-duty and available, full-time employees, on a rotating basis. Paid Special Details will be posted for five (5) days for sign up and if not filled by the posted specified date will be filled at the discretion of the Department Head.
3. Compensation to be in accordance with the Fair Labor Standards Act and Article 14. Hours worked in excess of forty (40) in any work week shall be compensated at a rate of one and one half (1 ½) times the employee's rate of pay as governed by Article 14. Hours worked that do not exceed forty (40) hours in a work week will be compensated at the employee's hourly rate of pay as governed by Article 14.

ARTICLE 43 - EDUCATIONAL REIMBURSEMENT

The County will provide tuition reimbursement based on the following conditions:

An employee in good standing with three (3) years of employment may apply for a scholarship. One scholarship is equal to one (1) course. The course will be taken voluntarily and on the employee's own time.

The County agrees to provide six (6) scholarships per year. The six (6) scholarships will be divided throughout the year, whenever possible, by allotting two (2) classes per semester (i.e.: spring, summer & fall).

Only one (1) scholarship will be allotted per employee per year. Exceptions to this will be if scholarships are not applied for, then an employee may apply for a second and even a third scholarship during the same year. In the case of two (2) or more employees applying for one slot, seniority will be a deciding factor. In cases when there are more than six (6) employees competing for the scholarships, seniority on a rotating basis will be the deciding factor. In an attempt to fairly distribute this benefit, the Department Head and/or County Manager will keep a running list of employees involved in the Educational Reimbursement Scholarship Program.

Books purchased by reimbursement will be retained by the County, but books purchased by the employee will be the employee's property.

To apply for a scholarship, an employee must have attained his third anniversary. The employee must apply in writing to the Department Head and/or County Manager for authorization in advance. The Department Head and/or County Manager will respond to the applicant in writing. During the course the employee must maintain a grade point average of a C or better. A copy of the transcript must be submitted to the Department Head for reimbursement at the completion of the course.

Reimbursed courses must meet one of the following conditions:

- A. A course must be directly related to the employee's job.
- B. A course must be part of the degree program and the degree program must be directly related to the employee's job.

ARTICLE 44 - ARMS QUALIFICATION

The County agrees to provide arms qualifications, twice annually, to those employees who are issued a weapon by the County. Training will be provided for inside and outside situations and night and day qualifications. Ammunition will be supplied by the County only for those arms classified an issue.

Employees holding certifications at the time of the signing of this agreement shall continue to be qualified at the County's expense.

ARTICLE 45 - BULLETIN BOARDS

The Union shall be provided a glass-enclosed bulletin board or space on an existing bulletin board in the work areas of Corrections, and Communications and make provisions to transmit notices to any contract officer, for the purpose of posting notices and other official Union business and the Union shall be responsible for the maintenance of its materials, and shall immediately remove any obscene or objectionable material.

ARTICLE 46 - AVAILABILITY OF AGREEMENT

The County agrees to supply each unit member with a copy of the executed Agreement and to supply each probationary employee with a copy of this Agreement upon the expiration of his/her probationary period.

ARTICLE 47 - COMPENSATION "WAGE" RATES

Effective upon execution of this agreement, the attached Wage Scale shall apply.

- a. There will be an increase to the hourly rate of pay of each member of the bargaining unit in the amount of 1.7% effective on July 1, 2015 provided that the employee was employed and working as a corrections officer as of the date that the Commissioners sign this Collective Bargaining Agreement. The individual increases are reflected on the attached pay chart.

- b. There will be an increase to the hourly rate of pay of each member of the bargaining unit in the amount of 1.7% effective on July 1, 2016, provided that the employee was employed and working as a corrections officer as of the date that the Commissioners sign this Collective Bargaining Agreement. The individual increases are reflected on the attached pay chart.
- c. The NCEU may request that this Collective Bargaining Agreement be reopened during the pendency of this Agreement for the sole and exclusive purpose of entering into negotiations with York County over the possibility of an increase in wage rates which would be effective on or after July 1, 2017.

Employees temporarily assigned to a job classification with a pay rate less than their normal rate of pay shall continue to receive their normal hourly rate.

ARTICLE 48 – TRAINING

All regularly scheduled full-time Corrections Officers will be offered training in accordance with State standards as determined by the Sheriff. All training to be compensated in accordance with the Fair Labor Standards Act. All training to be structured and approved by the Sheriff and must be consistent with state standards. Mandatory training can be scheduled on days off after giving the employees ten a (10) day notice.

ARTICLE 49 - DRIVE & DIRECT DEPOSIT

Section 1 – Drive

The employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to the Union. The Union shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage. The employer shall transmit to the Union on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s social security number, and the amount deducted from the employee's paycheck. The Union shall reimburse the employer annually for the employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

Section 2 - Direct Deposit

The employer agrees to deduct designated amounts each week from the wages of those employees who shall have given the employer written notice to make such deductions. The amount so deducted shall be remitted to the applicable financial institution each month. The employer shall not make deductions and shall not be responsible for remittance to the financial institution for any deductions for those weeks during which the employee’s earnings shall be less than the amount authorized for deduction.

ARTICLE 50 - LABOR/MANAGEMENT

The County and the Union, desiring to foster better day-to-day communications, and to achieve and maintain a mutually beneficial relationship through the use of a continuing communications program, to effectively maintain labor-management relations, and to avoid controversies, do endorse the Labor/Management Committee. The Committee shall have no authority to change, delete, or modify any of the terms of the existing County-Union Agreement. Committee discussions will be publicized as mutually agreed upon. The Labor/Management Committee shall consist of the Sheriff or his/her designee and one (1) appointed member of management, one (1) shop steward of the Union, and one (1) Union member as appointed by the Union.

The Union Business Representative shall be allowed to attend these meetings upon request. He/she will have a voice, but no vote.

ARTICLE 51 - DURATION OF AGREEMENT

Except as otherwise herein specifically stated, this Agreement shall be effective as of January 1, 2015, and shall remain in full force and effect until December 31, 2017. It shall be automatically renewed from year to year thereafter. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of the Agreement is provided to the other party in the following manner. In the event that either party desires to terminate this Agreement, a written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which said date shall not be before December 31, 2017.

ARTICLE 52 - RED CIRCLING OF EMPLOYEES

When an Employee of the Bargaining Unit is transferred from a higher classification to a lower classification-and holds a higher rate of pay, he/she will be red-circled at the higher rate of pay until the wage classification catches up to his/her rate of pay where the employee will once again be eligible for salary increases.

ARTICLE 53 - SHIFT CHANGE/ROLL CALL

All employees who work in the Corrections Divisions shall report to work twelve (12) minutes early in order to attend roll call. The twelve (12) minutes will be paid at the time and one half (1 ½) rate for overtime of the employees regular rate of pay.

Failure to attend roll call could result in disciplinary action being taken; up to and including discharge.

ARTICLE 54 - WAGES

See attached Wage Scale.

Differential Pay:

- A. Will be paid to the first shift (Midnight to 8 AM) at the rate of eighty cents (\$.80) per hour; and,
- B. Will be paid to the third shift (4 PM to Midnight) at the rate of eighty cents (\$.80) per hour.

ARTICLE 55 – PHYSICAL FITNESS STANDARDS

Section 1.

The County of York (herein after referred to as “the County”) recognizes that an employee’s physical condition and fitness can have significant implications for the employee while in the performance of his or her duties. Therefore, all employees covered by this contract are encouraged to maintain a level of physical fitness appropriate to the demands of corrections work.

It is mutually agreed that an annual physical test will be implemented July 1, 2011 for all employees hired after July 1, 2011. The test will be given on four dates in October, each on a different day of the week, during four successive weeks. In order to assist employees in reaching and maintaining a high level of physical fitness, the County agrees to purchase for each employee, including current employees who elect to voluntarily comply with the provisions of this section, a health club membership to be paid by the County in an amount not to exceed \$350 per year. The County and/or its insurance company will pay up to this amount in monthly increments directly to a bona fide health club facility of the employee’s choice. Employees who voluntarily elect to take part in this program may take the next physical fitness test given by the Department. If an employee hired prior to July 1, 2011 wishes to discontinue participation in this program, he/she may do so at any time by notifying the sheriff or his/her designee in writing.

The test components will include: aerobic capacity, strength, flexibility and body weight and body composition.

The County recognizes that no standards established in this agreement will be discriminatory and the standards set are minimum standards. Different levels of fitness are established versus age.

The minimum test performance standards are established based upon the Maine Criminal Justice Academy physical fitness standards and programs as of the date of signing this contract.

Those standards are as follows:

| MALE | AGE | 20-29 | 30-39 | 40-49 | 50-59 |
|-----------------------|-----|-------|-------|-------|-------|
| One minute sit-ups | | 37 | 34 | 28 | 23 |
| Push-ups | | 34 | 26 | 21 | 16 |
| 1.5 mile run | | 13:46 | 14:31 | 15:24 | 16:21 |
| FEMALE | AGE | 20-29 | 30-39 | 40-49 | 50-59 |
| One minute sit-ups | | 31 | 24 | 19 | 13 |
| Push-ups (*monitored) | | *19 | *14 | *10 | *8 |
| 1.5 mile run | | 16:21 | 16:52 | 17:53 | 18:44 |

Employees hired prior to July 1, 2011 although not mandated, are encouraged to voluntarily comply with the physical fitness requirement.

If a corrections officer required to take the test fails a test, the corrections officer must retake and pass the test as follows:

- a) within ninety (90) days (failed items only) to avoid forfeiture of bonuses provided for under this provision.
- b) within one (1) year (all items) to avoid a five (5) day non-disciplinary suspension without pay.
- c) within two (2) years (all items) or the correction officer shall be subject to termination.

Section 2.

The County agrees that although the standards set forth in this Article are minimum standards, the demands of a correction officer require a correction's officer to maintain physical fitness beyond any established minimum. The County encourages corrections officers to work to exceed the minimums.

Section 3.

The County agrees to provide professional counseling twice each year to advise employees the proper ways to avoid injuries while exercising.

Section 4.

The County agrees to waive physical fitness requirements for any employee with job-related injuries that would preclude his/her performance on the physical fitness evaluations, as

determined by his or her own treating physician working in collaboration with a physician retained by the County. Further, should any contract employee be suffering from a temporary disability due to injury or accident off the job, the physical fitness examination may be postponed for a reasonable length of time at the request of the employee.

Section 5.

The county agrees that the physical fitness examination shall be administered to employees at times reasonable to their work schedules, with prior notice, and at least a full shift between the time the employee works and the time the test is administered. Employees will be paid their regular hourly rate for participation in the test.

PHYSICAL FITNESS INCENTIVE PAY

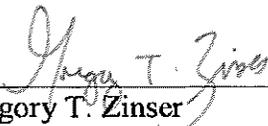
The County recognizes that if an employee can exceed the physical fitness standards, not only does it benefit the employee, but it benefits the County. The County will pay a bonus of \$600.00 to any employee who can meet or exceed the 40th percentile for push-ups, sit-ups and the 1.5 mile run as set forth by the Maine Criminal Justice Academy and an additional \$600.00 bonus to any employee who can meet or exceed the 50th percentile.

If an employee hired prior to July 1, 2011 desires to attempt to earn the bonuses, he/she must notify the Sheriff or his/her designee prior to taking the annual physical fitness test and provide a note from a doctor that it is safe for the employee to attempt to attain the 40th percentile, 50th percentile or both. The doctor's note must be dated within the year immediately preceding the test. If the Maine Criminal Justice Academy changes the standards (up or down) the standards for the bonus will not be adjusted without consent of both the County and the National Correctional Employees Union.

By agreement of the parties, Article 55 is temporarily suspended and will not be in effect beginning on January 1, 2015 and continuing through December 31, 2015. During this period of time, the parties may discuss a more job specific agility testing or some other type of incentive program to encourage physical fitness and overall employee wellness.

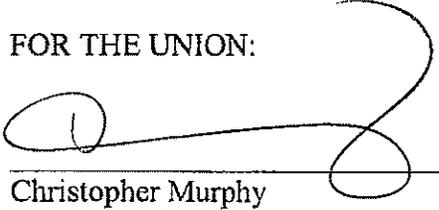
IN WITNESS WHEREOF, the parties have hereto set their hands this 1 day of July, 2015.

FOR THE COUNTY:



Gregory T. Zinser
County Manager
Chief Negotiator for York County

FOR THE UNION:



Christopher Murphy
President, NCEU

Sallie Chandler
Sallie Chandler, Chair
York County Commissioners

Colton Sweeney
Colton Sweeney, Local President

J. K. F.
Sheriff, York
County

APPENDIX A

CLOTHING & EQUIPMENT ISSUES - CORRECTIONS OFFICERS

INITIAL ISSUE: (TO BE ISSUED FULLY UPON COMPLETION OF PROBATION)

-
- 1 JACKET ■
 - 1 HAT (BASEBALL STYLE)
 - 4 SHIRTS (ANY COMBINATION OF EMPLOYEES CHOICE)
 - 2 PAIR OF SHOES
 - 2 PAIRS OF PANTS
 - 1 TROUSER BELT
 - 1 ID CARD
 - 2 NAME TAGS
 - 2 CORRECTIONS BADGES AND COLLAR BRASS
 - 1 SET OF HANDCUFFS, CUFF KEYS, PORTABLE RADIO HOLDER, BELT, FLASHLIGHT WITH HOLDER WILL BE ISSUED FOR USE WHILE ON DUTY
 - 1 RAINCOAT WILL BE AVAILABLE WHILE ON DUTY
 - 1 UTILITY BELT

CORRECTIONS OFFICERS WHO HOLD A DEPUTY SHERIFF COMMISSION WILL BE ALLOWED TO RETAIN ONE COMPLETE DEPUTY SHERIFF UNIFORM TO BE WORN WHEN ASSIGNED TO DETAILS THAT REQUIRE THAT UNIFORM.

THESE OFFICERS MAY ALSO BE ALLOWED TO PURCHASE NECESSARY EQUIPMENT FOR THIS DUTY SUCH AS LEATHER GEAR, HAT, AND HOLSTER, NOT TO EXCEED THE COST ALLOTTED TO THEM FOR CLOTHING.

CORRECTIONS OFFICERS DESIGNATED BY THE SHERIFF MAY BE ALLOWED TO PURCHASE CIVILIAN ATTIRE IDENTIFIED BY THE DEPARTMENT FOR USE ON DUTY.

FOOTWEAR: COUNTY WILL PAY \$105.00 FIRST YEAR PER PAIR; \$110.00 SECOND YEAR PER PAIR; AND \$115.00 THIRD YEAR PER PAIR. ANY FOOTWEAR PURCHASED ABOVE THIS PRICE WILL BE PAID BY THE EMPLOYEE.

APPENDIX B

CLOTHING & EQUIPMENT ISSUES - COMMISSIONED OFFICERS

INITIAL ISSUE: (TO BE ISSUED FULLY UPON COMPLETION OF PROBATION)

| | |
|----|--|
| 1 | WINTER HAT |
| 1 | SUMMER HAT |
| 1 | RAIN CAP COVER |
| 1 | HATBADGE |
| 1 | HAT BAND (ACORN & SWIVEL STRAP) |
| 1 | PAIR GLOVES |
| 1 | WINTER JACKET |
| 1 | SUMMER JACKET |
| 1 | RAINCOAT |
| 4 | SHIRTS (ANY COMBINATION OF LONG AND/OR SHORT SLEEVES) |
| 2 | PAIR PANTS |
| 2 | PAIR SHOES |
| 2 | NECKTIES |
| 1 | TIE CLASP |
| 1 | SET COLLAR BRASS (YC & SD) |
| 2 | NAME TAGS |
| 1 | GUN BELT |
| 1 | TROUSERBELT |
| 1 | HANDCUFF CASE |
| 1 | PAIR OF HANDCUFFS & KEYS |
| 1 | WEAPON HOLSTER |
| 1 | WEAPON |
| 2 | CARTRIDGE CASE |
| 2 | BELT KEEPERS |
| 2 | BADGES |
| 1 | ID CARD, HOLDER BADGE |
| 1 | SET OF BODY ARMOR, PER OFFICER, NOT TO EXCEED 1 SET PER OFFICER - FOR TRANSPORT OFFICERS ONLY |
| 50 | ROUNDS AMMUNITION |

**YORK COUNTY GOVERNMENT
JAN. 1, 2014 THROUGH DEC. 31, 2017**

| STEP | ENTRY | 1 YEAR | 3 YEARS | 5 YEARS | |
|-------------|--------------|---------------|----------------|----------------|-------------|
| A | HOURLY | \$16.80 | \$17.66 | \$18.71 | \$19.86 |
| | WEEKLY | \$672.00 | \$706.40 | \$748.40 | \$794.40 |
| | YEARLY | \$34,944.00 | \$36,732.80 | \$38,916.80 | \$41,308.80 |
| | | | | | |
| B | HOURLY | \$18.33 | \$19.24 | \$20.41 | \$21.64 |
| | WEEKLY | \$733.20 | \$769.60 | \$816.40 | \$865.60 |
| | YEARLY | \$38,126.40 | \$40,019.20 | \$42,452.80 | \$45,011.20 |
| | | | | | |
| C | HOURLY | \$19.94 | \$20.97 | \$22.24 | \$23.57 |
| | WEEKLY | \$797.60 | \$838.80 | \$889.60 | \$942.80 |
| | YEARLY | \$41,475.20 | \$43,617.60 | \$46,259.20 | \$49,025.60 |
| | | | | | |
| D | HOURLY | \$21.80 | \$22.87 | \$24.26 | \$25.73 |
| | WEEKLY | \$872.00 | \$914.80 | \$970.40 | \$1,029.20 |
| | YEARLY | \$45,344.00 | \$47,569.60 | \$50,460.80 | \$53,518.40 |
| | | | | | |
| E | HOURLY | \$23.54 | \$24.67 | \$26.17 | \$27.76 |
| | WEEKLY | \$941.60 | \$986.80 | \$1,046.80 | \$1,110.40 |
| | YEARLY | \$48,963.20 | \$51,313.60 | \$54,433.60 | \$57,740.80 |
| | | | | | |

| |
|------------------------|
| 10 YEARS - 3% INCREASE |
| 15 YEARS - 3% INCREASE |
| 20 YEARS - 3% INCREASE |

- CLASS A CORRECTIONS OFFICERS, CLASSIFICATIONS OFFICER
- CLASS B CORRECTION DIVISION CORPORALS
- CLASS C CORRECTION DIVISION SERGEANTS
- CLASS D LIEUTENANTS

**YORK COUNTY GOVERNMENT
JAN. 1, 2014 THROUGH DEC. 31, 2017**

| STEP | ENTRY | 1 YEAR | 3 YEARS | 5 YEARS | |
|----------|--------|-------------|-------------|-------------|-------------|
| A | HOURLY | \$16.80 | \$17.66 | \$18.71 | \$19.86 |
| | WEEKLY | \$672.00 | \$706.40 | \$748.40 | \$794.40 |
| | YEARLY | \$34,944.00 | \$36,732.80 | \$38,916.80 | \$41,308.80 |
| B | HOURLY | \$18.33 | \$19.24 | \$20.41 | \$21.64 |
| | WEEKLY | \$733.20 | \$769.60 | \$816.40 | \$865.60 |
| | YEARLY | \$38,126.40 | \$40,019.20 | \$42,452.80 | \$45,011.20 |
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| |
|------------------------|
| 10 YEARS - 3% INCREASE |
| 15 YEARS - 3% INCREASE |
| 20 YEARS - 3% INCREASE |

- CLASS A CORRECTIONS OFFICERS, CLASSIFICATIONS OFFICER
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