

LAW ENFORCEMENT BARGAINING UNIT  
AND  
MAINE STATE EMPLOYEES ASSOCIATION  
AND THE  
JUDICIAL BRANCH OF THE STATE OF MAINE



BARGAINING UNIT AGREEMENT  
JULY 1, 2019 TO JUNE 30, 2021

Law Enforcement Bargaining Unit Agreement

July 1, 2019-June 30, 2021

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**Preamble (2013)**

Whereas, the Judicial Branch of the State of Maine (hereinafter referred to as the "JUDICIAL BRANCH" or the "DEPARTMENT") and the Maine State Employees Association (hereinafter referred to "MSEA" or the "UNION") desire to establish a constructive, cooperative and harmonious relationship, to promote effective service and quality of work life towards the accomplishment of the missions of the Court; and to establish an equitable and peaceful procedure for the resolution of differences;

**ARTICLE 1. Term of Agreement (2019)**

This Agreement, shall be effective as of July 1, 2019 and shall continue until June 30, 2021. Either party shall give sixty (60) days written notice to the other of a desire to negotiate a successor to this Agreement.

During the said term neither party will seek to unilaterally modify the terms of this Agreement through legislation or other means which may be available to them. In witness thereof, the parties hereto have caused this Agreement to be signed by their respective representatives on August 28, 2019.

**ARTICLE 2. Union Recognition (2019)**

Pursuant to the Maine Labor Relations Board certification dated September 15, 2010, the Judicial Branch recognizes the Maine State Employees Association (MSEA) as the sole and exclusive representative and bargaining agent for the Law Enforcement Unit for the purpose of representation and negotiations with respect to wages, hours of work and other conditions of employment for all eligible employees in the following classifications:

<b>JOB CLASSIFICATION</b>	<b>Salary Grade</b>
Corporal	12
Deputy Judicial Marshal	11
Sergeant	14

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In the event of a dispute between the parties as to future inclusions or exclusions from the unit resulting from the establishment of new or changed classifications or titles, either party to this Agreement may apply to the Maine Labor Relations Board for resolution of the dispute.

**ARTICLE 3. Definitions (2013)**

The following definitions shall apply to all contract text and meanings unless expressly stated in the Article:

“Job Classification” – as used in this agreement, the reference to a “job classification” shall mean the job title that an employee is assigned to, as spelled out within the Union Recognition Article of this agreement.

“Six (6) Months”- As used in this Agreement, the term (six (6) months” shall be construed to mean a count of six (6) months from the starting point.

“Year”- As used in this Agreement, the term “year shall mean the period, successively, from July 1, through the following June 30. Any reference to calendar year shall be expressly stated in the text.

“Step, Range and Grade”- As used in this Agreement, the term “step, Range, or Grade” shall be construed to mean the progression, upward or downward, to a pay status or position lower or higher than the current pay status of the incumbent employee and shall not be expressed in terms of a percentage minimum or maximum.

“Notice to MSEA”- As used in this agreement, Notice to MSEA, means the Branch will mail MSEA a hard copy of any and all required notices by sending the copy to the assigned Field Representative at MSEA. The Branch and the MSEA Field Representative can on an individual basis mutually agree to accept an electronic copy of the notice via email as official “notice to MSEA” if either party so requests.

“Notice to Judicial Branch”-As used in this agreement, Notice to Judicial Branch, means the MSEA will mail a hard copy of any and all required notices by sending a copy to the director of Human Resources at the Judicial Branch. The Branch and the MSEA Field Representative can on an individual basis mutually agree to accept an electronic copy of a notice via email as official “notice to Judicial Branch” if either party so requests.

“Sergeants and Captains” - are to be considered deputies for the purposes of all articles contained in the collective bargaining agreement.

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**ARTICLE 4. Access to Premises**

MSEA staff representative shall be permitted to enter the work premises of the Branch at any reasonable time for the purpose of discussing, processing, or investigating potential grievances or otherwise performing Union business, provided that:

(1) they give reasonable notice in advance to the Director of Judicial Marshals, or designee of their intent to enter the work premises;

(2) they do not interfere with the performance of duties; and

(3) they restrict their visit to areas designated by the Director of Judicial Marshals or designee. The MSEA will furnish the Judicial Branch with a current list of its staff personnel and shall maintain the currency of said list by providing notice to the Judicial Branch of any changes.

**ARTICLE 5. Acting Capacity (2019)**

When assigned temporarily to perform the work of a higher paid job classification, an employee in this unit shall be paid as if the employee had been promoted for the duration of the acting capacity, provided the following criteria are met.

a. The employee must perform the majority of the higher classification duties; and

b. The temporary assignment must last for eleven (11) consecutive work days, whereupon, the higher pay in the higher pay level will be made retroactive to the first day on which the higher duties were assumed.

When an absence or vacancy occurs, for whatever reason, that can be anticipated prior to the actual first day of absence and is expected to last at least eleven (11) days, acting capacity may be granted on the first day of such absence.

Acting capacity assignments shall last no longer than nine (9) months in duration, if the position being filled temporarily through the acting capacity assignment is vacant.

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If an employee is in acting capacity for a vacant position, any time spent in acting capacity shall not qualify for the experience requirement for the purpose of filling that specific vacancy, but performance in the acting capacity assignment shall be considered.

### **ARTICLE 6. Advance Marshal Classification (2017)**

#### **Section 1. Criteria for Advance Marshal Classification (2017)**

Due to the higher risk or high profile associated with public venues away from the courthouses, officers assigned require an advanced level of training and readiness. In order to be scheduled to these work assignments, employees must become classified at the Advanced Level of certification by meeting and maintaining the following standards:

- No discipline for the past 3 years.
- Currently completed the OJM Advance School.
- Achieve and maintain on an annual basis the entry standards of Maine Criminal Justice Academy (MCJA).
- Successful completion of an additional 24 hours of training on High Risk Response and Dignitary protection.
- Annually complete 8 hours of High Risk Response and Dignitary Protection refresher training.

Any employee, who submits a letter of interest for Advanced Marshal Classification, shall be required to successfully complete an interview with a joint labor management interview team.

Employees must maintain these standards to maintain the Advanced Marshal Classification. Any employee who loses the Advanced Marshal Classification must go through the selection process again to qualify.

#### **Section 2. Pay for Higher Classification Assignments (2017)**

All DJMs with Advanced Marshal Classification, when assigned to a qualifying event, shall be compensated an additional one (1) dollar per hour while on assignment. Such compensation shall be in addition to any other wage adjustments such as shift differential.

#### **Section 3. Overtime for Higher Classification Assignments (2017)**

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Any work assignments deemed to be High Profile by the Selecting Authority, or designee shall be offered first to any qualified employee as outlined below, prior to being filled by employees that have not completed the higher level of classification.

All overtime for higher classification assignments shall be offered on a voluntary rotating basis by seniority among employees from the appropriate worksite that meet the criteria in Section 1.

If there are no volunteers at the worksite, then the overtime opportunity will be open to employees within the scheduling region who meet the criteria in Section 1. If there are no volunteers, overtime will be assigned by inverse seniority in inverse seniority rotation among employees from the appropriate geographical region, except in such cases where overtime is annexed to the end of an employee's regularly scheduled shift.

### **ARTICLE 7. Approval of Legislature**

The Parties hereto agree to jointly support any legislative action necessary for implementation of any and all provisions of this Agreement. If the Legislature rejects any provision submitted to it, the entire Agreement shall be returned to the parties for further bargaining.

### **ARTICLE 8. Bulletin Boards (2013)**

The Judicial Branch shall provide bulletin board space for the use of MSEA at each court location where bulletin boards are presently provided for the purpose of posting bulletins, notices and other materials in conformance with this Article. The posting of any MSEA materials shall be restricted to such bulletin board space except that, in each court location where bulletin board space is not provided for MSEA due to lack of space, the Judicial Branch shall designate an appropriate alternative space where such materials may be posted. MSEA is solely responsible for the accuracy and ethical standards of any material pursuant to this Article. All posted MSEA materials shall be signed by an authorized representative of the Association or stamped with an official MSEA or SEIU (Service Employees International Union) logotype. If management determines that there is inappropriate material posted, it will notify MSEA and request that the material be removed.

### **ARTICLE 9. Catastrophic Illness Leave Donation Program (2017)**

The Judicial Branch recognizes that, in addition to the physical challenges arising from a catastrophic accident or illness, employees may also face significant financial challenges,

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particularly when they are unable to work for an extended period of time. In order to mitigate the potential financial impact of such occurrences, we support the establishment of catastrophic leave banks in accordance with the following procedures.

For purposes of this article, a catastrophic accident or illness is defined as:

An illness or injury that is so serious in nature that it requires constant care, long-term recuperation and/or rehabilitation, and is certified by a physician to require the employee's absence from the workplace for eight (8) weeks or more. The catastrophic occurrence shall be of such a serious detriment that it prevents the employee from returning to work for an extended period of time due to his/her health condition, or in the case of an immediate family member, requires the employee's presence as a primary caregiver.

### Program Details:

Leave donations can be made by MSEA represented and confidential employees to other MSEA represented and confidential employees, on an ad hoc basis, who meet the following eligibility requirements:

#### Recipient Eligibility Requirements:

- Must have completed at least one year of employment with the Judicial Branch.
- Must not have any disciplinary actions within their last three (3) years of state employment specifically related to chronic absenteeism.
- Must be absent due to the employee's own non-occupational, personal illness or injury, or the personal illness or injury of a family member who resides with the employee. Family member, for this purpose, is defined as a parent, spouse, domestic partner, child, stepchild or domestic partner's child who resides with the employee.
- Must submit and continue to submit as requested, medical documentation satisfactory to management to show the medical condition(s) meets the definition of catastrophic illness.
- Is expected to be absent for time in excess of all types of accrued leave and compensatory time. Donated time may be used after an employee has been absent for four (4) weeks and exhausted all accrued leave time.
- Must be full-time employee authorized to work forty (40) hours per week.
- May be approved for up to two hundred forty (240) hours per bank established from this program.

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### Donor Eligibility Requirements:

- Employees may donate Vacation and Compensatory leave in one (1) hour increments. Donors must retain a minimum balance of at least forty (40) hours of vacation leave after making a donation. The recipient will receive this donated time hour-for-hour.
- Compensatory time may be donated in one (1) hour increments. The recipient will receive this donated time hour-for-hour.
- Sick leave may be donated in one (1) hour increments. Donors must retain at least eighty (80) hours of sick leave after making a donation. The recipient will receive this donated time hour-for-hour.
- Donor identity shall be kept strictly confidential.

### Procedures:

1. The employee, co-worker, or union representatives may request that a catastrophic leave bank be established to benefit the employee by submitting completed Catastrophic Leave Request Form to the Human Resources Department.
2. The Human Resources Department is responsible for confirming employee acceptance of donations.
3. The Human Resources Department is responsible for verifying medical documentation and certification(s) by the employee's physician(s) and for reviewing eligibility requirements.
4. Within two (2) weeks after appropriate documentation has been received, the Director of Human Resources shall confirm whether the employee is eligible for this program. The Human Resources Department will respond to both the requestor and the recipient as to whether the employee is eligible.
5. Upon approval, an individual catastrophic leave bank will be established for the recipient.
6. Once an individual leave bank has been established, the Human Resources Department will send an email to all Judicial Branch employees notifying them that a catastrophic leave bank has been established to benefit a co-worker. The email will identify the recipient by name, job title and work location. Upon request of the employee, the employee's name, job title and work location may be withheld from the email to employees. The email will not share any information concerning the recipient's medical condition.

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7. The Human Resources Department is responsible for approving and processing donations and transferring credits.
8. Donated leave may not be used for separation purposes by the recipient.
9. Should the recipient employee separate from the Judicial Branch, the remaining balance of leave credits shall be put into a general sick leave bank for the next employee granted catastrophic leave.
10. Should the recipient employee return to work before exhausting all donated leave, the remaining balance of leave credits shall put into a general sick leave bank for the next employee granted catastrophic leave.
11. Should the employee be authorized to return to work for less than regularly scheduled hours then the employee may use available donated leave for a period of time not to exceed thirty (30) working days.
12. Recipients will not accrue vacation leave or sick leave while on catastrophic leave.
13. Recipient use of donated catastrophic leave shall be considered leave without pay as outlined in the Leave, Without Pay Article.
14. This program is not subject to the grievance procedure. However decisions on eligibility determination may be appealed to the Statewide Law Enforcement Labor/Management Forum for review and consideration.
15. The Director of Human Resources or the Director's designee will review and respond to written concerns pertaining to specific denied catastrophic leave banks allowed within the parameters of confidentiality policies or laws.

**ARTICLE 10. Child & Elder Care Reimbursement. (2017)**

Employees may be eligible to receive a lump sum reimbursement for child and/or elder care expenses for expenses incurred during the previous calendar year, as provided below.

Section 1. Eligibility Criteria. (2017)

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Eligibility for the Child and Elder Care Reimbursement Program is based on an employee's adjusted gross family income. For purposes of this article, "adjusted gross family income" is defined by the IRS Form 1040 Instruction Sheet.

- a) Employees shall be eligible for benefits under this article after they have completed one (1) full year of service with the Judicial Branch.
- b) Employees shall be eligible for maximum reimbursement if they occupy a full-time position and are on the Judicial Branch payroll or are receiving Workers' Compensation payments during the entire previous calendar year. Maximum reimbursement is as follows:

<b>Adjusted Gross Family Income in Previous Calendar Year</b>	<b>Maximum Reimbursement</b>
Less than \$35,000	\$1,300
\$35,000 to less than \$40,000	\$1,000
\$40,000 to less than \$45,000	\$700

- c) Employees who have been on leave without pay for all or part of the previous calendar year shall have the reimbursement prorated to exclude the period of leave without pay.

Section 2. Reimbursement Guidelines. (2017)

Applications for reimbursement will be accepted from March 1 through April 15, and will be paid out in the next available payroll cycle. If an extension is filed for an employee's tax return, the employee may request an exemption to this timeframe by April 15, in writing with a copy of such filing. If the request is granted, the employee will be required to submit the application for reimbursement by October 15, and will be paid out in the next available payroll cycle.

Employees must submit the following information with the completed application form:

- a copy of their receipts that include the following information: name of business/provider, address of business/provider, phone number of business/provider, tax ID number of business or signature of provider, amount of out-of-pocket costs, date range that the out-of-pocket costs were incurred, name of people for which care was provided;

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- a copy of their filed Form 1040; and
- a copy of all timesheets for the previous calendar year.

Any application received after April 15 will be considered on a case-by-case basis and shall not be arbitrarily rejected.

**ARTICLE 11. Compensation (2019)**

In the event that any provision of this Agreement is in conflict with the applicable law or is contrary to the funding authorized by the Legislature, then the applicable law or funding limitations shall govern to the extent inconsistent with the terms of this Agreement.

**1. Salary Increases (2019)**

Employees who have not separated prior to the pay period that includes August 1, 2019, shall receive a \$400 lump sum payment, subject to required withholdings and not considered compensable time for retirement purposes.

Effective at the beginning of the pay period including September 1, 2019, the salary schedules shall be adjusted by three percent (3%), and the rate of pay shall be in accordance thereafter.

Employees who have not separated prior to the pay period that includes July 1, 2020, shall receive a \$400 lump sum payment, subject to required withholdings and not considered compensable time for retirement purposes.

Effective at the beginning of the pay period including July 1, 2020, the salary schedules shall be adjusted by three percent (3%), and the rate of pay shall be in accordance thereafter.

**2. Salary Schedule Progression (2017)**

Employees shall progress from step to step in salary grade on an annual basis, in accordance with established practice.

**3. Longevity Increases (2019)**

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a. All employees whose date of hire with the Judicial Branch is on or before June 30, 2017, who have ten (10) years or more service with the Judicial Branch shall be paid in accordance with the following schedule:

Ten (10) years but less than fifteen (15) years: their appropriate range and step plus \$.35/hour.

Fifteen (15) years but less than twenty (20) years: their appropriate range and step plus \$.55/hour.

Twenty (20) years but less than twenty-five (25) years: their appropriate range and step plus \$.75/hour.

Twenty-five (25) years or more: their appropriate range and step plus \$1.00/hour.

Thirty (30) years or more: their appropriate range and step plus \$1.25/hour

b. All employees whose date of hire with the Judicial Branch is on or after July 1, 2017, who has ten (10) years or more service with the Judicial Branch, shall be paid in accordance with the following schedule:

Ten (10) years but less than fifteen (15) years: their appropriate range and step plus \$.20/hour.

Fifteen (15) years but less than twenty (20) years: their appropriate range and step plus \$.30/hour.

Twenty (20) years but less than twenty-five (25) years: their appropriate range and step plus \$.40/hour.

Twenty-five (25) years or more: their appropriate range and step plus \$0.50/hour.

Thirty (30) years or more: their appropriate range and step plus \$0.60/hour.

c. For purposes of this clause, years of service shall be defined by the Seniority

Article contained in this Agreement.

d. Longevity pay shall be considered a part of base pay for all purposes

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(e.g., overtime, retirement, etc.)

- e. Longevity pay shall take effect the beginning of the first day of the pay period in which the anniversary of the “date of hire” falls.

### **4. Overtime (2017)**

All employees in pay ranges 16 and below shall be entitled to compensation at one and one-half (1 1/2) times their regular rate of pay for all hours beyond eight (8) actually worked in a work day or forty (40) in a work week. Exceptions to this paragraph may be made where the parties have agreed to an alternate work schedule for an employee(s) as provided for in Hours and Work Schedules Article of this Agreement for the purposes of this paragraph, hours spent as holiday and/or administrative leave shall count as hours actually worked in the computation of overtime. Administrative leave for inclement weather, other court closures, and non-mandatory benefit meetings/appointments shall not count as hours worked for the computation of overtime. In a circumstance where an overtime assignment was planned and there is subsequently a court closure, the employee shall still get overtime for that scheduled overtime assignment.

Disqualification for overtime pay shall not disqualify an employee from callout pay.

### **5. Compensatory Time (2019)**

Employees may elect to receive compensatory time off in lieu of overtime pay at the appropriate rate for each overtime hour actually worked. Such compensating time may be accumulated from week to week up to a maximum limit of one hundred sixty (160) hours, and, may be taken using the same procedure as vacation leave.

During the last quarter of the fiscal year, based on available funds, management may initiate payment of accrued compensatory and/or vacation time down to a certain accrual level. Such payment shall be made at employee’s hourly rate of pay in effect at the time of payment. Payment to employees will be made upon mutual agreement to do so.

All employees who are required to work a full shift outside his/her regularly scheduled hours will be paid an additional \$ .50 per hour for that 8-hour shift.

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Employees who are required to work during a court closure shall be entitled to straight compensatory leave in addition to the administrative leave paid for the court closure.

### **6. Call Out and Standby Pay (2019)**

All employees covered by this agreement who are called out for work and who actually report to a worksite, outside of their regular scheduled work shift, shall be paid a minimum of four (4) premium hours at the employee's regular hourly rate of pay, or may request compensatory time in lieu of call out pay. Such requests shall not be unreasonably denied. This section shall not apply to those hours that are annexed to the beginning or end of an employee's scheduled shift.

If an employee is called out subsequently, but responds within the original four (4) hour period, additional premium pay shall only be paid for time actually worked in reporting to a worksite. Employees may request compensatory time in lieu of call out pay. Such requests shall not be unreasonably denied.

Should a courthouse be closed during regular working hours and an employee is subsequently called back to work, the employee shall be entitled to four (4) premium hours at the employee's regular hourly rate of pay. Employees may request compensatory time in lieu of call out pay. Such requests shall not be unreasonably denied.

### **7. Training Differential (2019)**

Employees approved, by the Selecting Authority, or designee, to instruct a pre-approved training program to Judicial Branch employees will be paid an additional \$0.50 per hour when training Judicial Branch employees. This does not apply to incidental on-the-job training.

## **ARTICLE 12. Complaints and Investigations (External) (2019)**

This Article applies to non-criminal complaints or allegations made externally and not from normal supervisory activities. Internal investigations will be conducted in accordance with Judicial Branch Internal Investigations Guidelines. These guidelines will be issued by the Human Resources Department within 60 days of ratification and will clearly delineate employee and management rights during the investigatory process and will comply with current statutes.

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Notification to the employee's representative will mean a copy will be provided to both the Chief Steward(s) and the MSEA Field Representative.

### **Informal Phase**

1. Appropriate Directors or Administrators in concert with the Director of Human Resources shall be responsible for ensuring that all allegations of misconduct or other complaints against an employee shall be investigated. This Article applies to non-criminal complaints or allegations made externally and not from normal supervisory activities. Prior to the Formal Investigation Phase, as outlined in Paragraphs 2 through 7 of this Article, there shall be an informal period of investigation in order to determine the nature and the severity of the complaint.

### **Formal Phase**

2. After the completion of the informal phase outlined above, the investigator shall be allowed to interview the employee. If after the interview no probable cause is found, the investigation will terminate and the employee shall be informed in writing that a complaint was made but was unfounded.

3. a. Whenever it appears that the complaint may have substance, the Director of Human Resources, or designee, shall provide notice in writing to the employee under investigation and the employee's representative, and provide the nature of the allegations, misconduct alleged, dates and times if known, and the Judicial Branch Code of Conduct, Directive, Policy, or work rule that may have been violated.

b. When an investigator believes that probable cause has been established and the employee under investigation is to be interviewed concerning the alleged misconduct or violation of the Judicial Branch's operating procedures that could result in disciplinary action or dismissal from the Judicial Branch, the employee and the representative shall be given four (4) working days notice before being interviewed or, if the employee is on paid administrative leave, at least three (3) working days notice before being interviewed, unless an emergency exists. In the event of an emergency, such reasonable notice shall be given as circumstances permit. The notice shall state the subject matter of the interview. The employee shall also be afforded, if requested prior to any such interview, an employee representative who may confer privately with the employee.

c. This provision shall not affect the right of the Judicial Branch to immediately suspend or dismiss an employee pursuant to the provisions of the Discipline Article in this Agreement.

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4. If an employee is to be interviewed as a witness only, the employee will be advised as such when the meeting is scheduled. The employee shall also be afforded, if requested prior to any such interview, an employee representative who may confer privately with the employee.
5. Any interview of an employee shall be conducted at a reasonable time and, when practical, when the employee is on duty. The interview shall take place at a suitable location and when practicable, on the court or Judicial Branch premises. Confidentiality of the interview shall be maintained. The interview shall be limited to questions that are specifically related to the alleged violations. If any other issue that calls for investigation is uncovered, the Judicial Branch shall treat that issue as a new complaint under this Article and it too will be handled pursuant to this procedure. The employee shall not be subject to any offensive language nor be threatened with transfer, dismissal or other disciplinary punishment.
6. No employee shall be required or requested to submit to any test or examination. A test or examination may be given if requested by the employee.
7. The employee shall be informed in writing promptly, but no later than five (5) working days, when the investigation is completed and of any determinations made, except when the matter has been terminated under Paragraph 2.
8. If the result of the investigation is that the allegations or complaints are unsubstantiated, all records pertaining to them shall be removed from the personnel file and the employee and the representative shall be notified in writing.

### **ARTICLE 13. Conclusion of Negotiations**

Each party agrees that it shall not attempt to compel negotiations during the term of this Agreement on matters that could have been raised during the negotiations that preceded this Agreement, matters that were raised during the negotiations that preceded this Agreement or matters that are specifically addressed in this Agreement.

### **ARTICLE 14. Contract Administration**

The parties acknowledge that problems of general administration (as opposed to individual employee grievances and class action grievances) may arise during the administration of this Agreement which may require the Judicial Branch and MSEA to meet from time to time

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for the purpose of reviewing the general administration of the Agreement. The parties agree to so meet with a reasonable time at the request of either party. Unless a problem is of an emergency nature, the party requesting a meeting will submit a written agenda one (1) week in advance of any such meeting.

**ARTICLE 15. Contract Implementation**

The Judicial Branch agrees that all necessary steps will be taken to ensure that all the terms of this Agreement, including those that necessitate retroactivity, shall be fully implemented no later than thirty (30) calendar days following the effective date of Legislative approval of this Agreement. As stated in §1282, Paragraph 6 of Public Employer of the Judicial Employees Labor Relation Act and within the thirty (30) calendar day period specified above:

"All state departments and agencies shall provide such assistance, services and information as required by the Judicial Branch and shall take such administrative or other action as may be necessary to implement and administer the provision of any binding agreement between the Judicial Branch and employee organizations entered into under law."

**ARTICLE 16. Copies of the Agreement**

The parties shall jointly arrange for the printing of copies of this Agreement. Each party shall bear the cost for of the number of copies it requires for distribution. The Judicial Branch shall supply each worksite with at least one copy of each collective bargaining agreement covering the classifications of employees assigned to that worksite.

**ARTICLE 17. Deferred Compensation**

The Judicial Branch agrees to submit deductions of the employees who participate in the state sponsored deferred compensation program by payroll deduction as soon as practicable but no later than ten (10) work days after such deductions are made.

**ARTICLE 18. Dependent Children Post-Secondary Education Benefit**

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In the event an employee is killed during the performance of the employee's job duties at her/his worksite or in official travel, the Judicial Branch shall pay the tuition of the employee's dependent children who are accepted as students through the normal admissions process to attend the University of Maine, the State Vocational/Technical Institute System, or the Maine Maritime Academy. Each dependent child shall be eligible for this benefit for five (5) years from the child's first admission date to either system or until the requirement for a degree has been met, whichever comes first. (Note: "killed" is defined as accidental death, as opposed to dying of natural causes.)

**ARTICLE 19. Discipline (2019)**

1. No employee shall be disciplined by the Judicial Branch except for just cause.

Disciplinary action shall be limited to the following:

Oral warning;

Written reprimand;

Suspension;

Demotion;

Dismissal.

The principles of the progressive discipline shall be followed. However, the above stated disciplinary steps may not be appropriate for all offenses or infractions and need not be applied in sequence depending upon the severity of the offense or infraction involved.

2. No employee covered by this Agreement shall be suspended without pay or dismissed without first having been given notice in writing of the disciplinary action to be taken, except as otherwise specifically provided hereinafter. Notice in writing means notice to the employee, Chief Steward(s), and MSEA Field Services. The conduct for which disciplinary action is being imposed and the action to be taken shall be specified in a written notice. Any employee receiving a notice of suspension or dismissal will be afforded an opportunity to meet with the Selecting Authority or Hiring Authority or the employer's representative prior to the action proposed. A union representative/steward may be present. An employee may be suspended,

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demoted or dismissed prior to the notice of discipline in instances of gross misconduct, or instances where the selecting authority or designee determines that the employee's continued presence on the job represents a potential danger to persons or property, or would severely interfere with the Judicial Branch operations or security.

3. Any employee suspended without pay or dismissed may initiate appeal of such disciplinary action at step 2 of the Grievance Procedure within fifteen (15) workdays after the employee receives the written notification of the disciplinary action from the appropriate authority.

4. An employee's right to privacy concerning disciplinary matters shall be protected to the extent possible by the parties. This shall not be construed to prohibit Judicial Branch staff members with a legitimate business reason to know to be granted access to such records.

**ARTICLE 20. Employee Data (2015)**

The Judicial Branch shall furnish to MSEA upon request, but not more than quarterly, and at Association expense, a computer listing of current information, specified hereinafter, for each employee in positions covered by this Agreement. The computer listing shall contain, to the extent practicable, the name, address, Social Security number (or other unique identifier), position title, step and grade level, worksite, date of hire, home phone number and work phone number for each unit employee. Additionally, the Judicial Branch shall furnish to MSEA and cc'd to the Field Representative the above information for all new employees within two (2) weeks of their date of hire electronically and c.c. the MSEA Field Representative. MSEA will be notified within two (2) weeks following the separation of an employee of the name and Social Security number (or other unique identifier). MSEA shall indemnify, defend and hold the Judicial Branch harmless against all claims and suits that may arise as a result of the Judicial Branch's furnishing such listing to the Association.

The parties recognize that the Executive Branch Controller's Office furnishes MSEA with employee data for the Judicial Branch. The parties agree that, should the Executive Branch Controller's Office begin sending MSEA a unique numerical identifier as an alternative to an employee's Social Security number, the same unique numerical identifier will be used for the Judicial Branch instead of employee's Social Security numbers.

**ARTICLE 21. Employment of Relatives (2019)**

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No person will be hired, promoted or transferred to a position where the supervisor, manager, director, or Selecting Authority is a relative of that employee. Relative, for the purpose of this policy, is defined as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, spouse, domestic partner, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepsister, stepbrother, half-brother or half-sister.

**ARTICLE 22. Expense Reimbursement (2019)**

**1. Mileage Allowance**

Effective July 1, 2009, bargaining unit employees shall be paid forty-four cents (\$.44) per mile. Mileage reimbursement shall be at these rates, or the Federal mileage reimbursement rates, whichever is lower. Employees utilizing their personal vehicles on official Judicial Branch business are responsible for insuring the vehicle for business usage.

Employees traveling to and from interviews for Judicial Branch positions and for Judicial Branch business shall be reimbursed for mileage as provided above.

**2. Lodging and Meal Expense**

Lodging and meal expenses shall be reimbursed in accordance with the Judicial Branch Travel Policy.

**3. Telephone Expense**

An employee away from the employee's residence or official headquarters on official Judicial Branch business over a twenty-four (24) hour basis shall have the right to fifteen (15) minutes of personal phone time per day while on travel status to anywhere in Maine provided that the employee pays for the call and seeks reimbursement on an expense voucher.

**4. Safety Equipment & Clothing and Clothing Maintenance Allowance (2019)**

The Judicial Branch shall bear the cost of all safety equipment that is either required by the employer or are in accordance with applicable federal safety and health standards.

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Employees shall be allotted a clothing and clothing maintenance allowance of twelve hundred dollars (\$1200.00) per fiscal year.

Half of this clothing & clothing maintenance allowance shall be paid on a semi-annual basis in January and July and shall be prorated for those employees who become eligible or terminate employment between the semi-annual payments. Payment will be made in a check separate from paychecks.

**ARTICLE 23. Grievance Procedure (2019)**

**Section 1. Definitions and Scope**

A grievance is a dispute concerning the interpretation or application of an express, specific provision of this Agreement. It is intended that this shall not mean administrative matters under the Retirement System and the Group Health Insurance Program.

**Section 2. Format.**

Grievances shall be filed on mutually agreed upon forms and shall specify in reasonable detail: (a) the facts; (b) the issues; (c) the date of the violation alleged; (d) the controlling contract provision; (e) the remedy or relief sought.

**Section 3. Grievance Parties.**

In the event an employee has a grievance as defined in this Agreement and if the Agreement does not otherwise limit or preclude a grievance of that nature, the grievance shall be processed according to the grievance procedure outlined below.

**Section 4. Waiver of Grievance.**

A grievance shall be deemed waived unless submitted at Step 1, except in the case of terminations or suspensions that may be initiated at Step 2.

- (a) either within fifteen (15) work days after the act, occurrence or omission that gives rise to the grievance; or
- (b) either within fifteen (15) days from the date the grievant becomes aware or should have reasonably become aware that he or she has a grievance, whichever is later.

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**Section 5. Informal Resolution.** Attempts to resolve disputes informally without having to resort to the grievance procedure outlined in Section 6 are encouraged.

**Section 6. Grievance Procedure. (2019)**

**Step 1. Supervisor:** A grievance may be emailed to the employee's first supervisor in the chain of command, in accordance with Section 4 above. The supervisor shall issue a decision in writing within ten (10) workdays.

**Step 2. Selecting Authority:** Within ten (10) workdays after the appropriate response at Step 1, or if no Step 1 decision is received prior to the expiration of the Step 1 decision time limit, such grievance may then be emailed to the Selecting Authority.

The Selecting Authority shall provide the employee and the representative with the decision in writing, within ten (10) workdays of submission or Step 2 hearing date, if one is held.

**Step 3. Director of Human Resources:** Within ten (10) workdays after the receipt of the Step 2 decision, or if no Step 2 decision is received prior to the expiration of the Step 2 decision time limit, the grievance may be emailed to the Director of Human Resources.

Within ten (10) workdays of submission at Step 3, the Director of Human Resources, or designee, shall schedule a mutually agreeable time for a Step 3 hearing. The Director of Human Resources, or designee, will provide the employee and the representative with a written Step 3 decision within fifteen (15) workdays of the Step 3 hearing.

Should no date and time for a Step 3 hearing be mutually agreed upon within ten (10) workdays, the grievance may be submitted to Step 4, and the Step 3 decision may be issued without a Step 3 hearing occurring.

**Step 4. Arbitration:**

A grievance may be submitted to arbitration by notifying the permanent arbitrator and simultaneously providing a copy of said notice to the Judicial Branch along with a statement of the grievance specifying the article, section, or clause of the contract alleged to have been violated, along with a statement of facts surrounding the issue and the remedial action requested. Submission to arbitration shall occur if no Step 3 decision is received prior to the expiration of the Step 3 decision time limits, or within twenty (20) working days of the date that MSEA receives the Step 3 decision.

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**Section 7. Extension of Time Limits:** The parties to the grievance procedure may, by mutual agreement, extend time limits in writing. The Director of Human Resources or a designee, and the MSEA, may, by mutual agreement, waive any and all of the Steps of the Grievance Procedure in writing.

Prior to the expiration of any time limits, the parties to the grievance procedure may, by mutual agreement, extend time limits and such extensions shall, in order to be effective, be confirmed in writing. The parties may mutually agree to bypass steps of the grievance procedure.

**Section 8. Waiver of Steps:** In the event that the Employer fails to answer a grievance within the time specified, the grievance may be processed to the next higher level and the same time limits therefore shall apply as if the Employer's answer had been timely filed on that last day.

**Section 9. Settlement of Grievances:** Settlements of grievances under Section 6 of this Article shall be reduced to writing, signed by the Director of Human Resources or designee and the MSEA, and a copy shall be forwarded to the Director of Human Resources or designee. No settlement shall constitute a precedent for future grievances or arbitration, unless the parties to the Agreement agree in writing to the contrary. Accordingly, except by mutual agreement, such settlements shall not be admissible as evidence in any arbitration proceeding, unless the agreement was precedent setting.

**Section 10. Grievance Mediation:** Should either party determine that it would be beneficial to attempt a mediated settlement of the dispute prior to arbitration, they shall so notify Ann Gosline, of Litchfield, Maine who shall serve as the permanent mediator, as well as the arbitrator selected to hear the grievance. In the event that the permanent mediator is unable to serve, the parties may agree on an alternate mediator. In the event the parties are unable to agree on an alternate mediator, the permanent mediator shall select one and so notify the parties.

Either party who desires to terminate the services of the above-named permanent mediator shall notify the other party, in writing, at least thirty (30) calendar days in advance of the desired termination date. The date of receipt of the termination letter by the other party shall begin the thirty (30) day calendar period. Any grievances submitted for mediation prior to the date of the termination letter shall, however, still be mediated by the permanent mediator. Should the permanent mediator be terminated by either party, the parties shall attempt to mutually agree on a replacement. If mutuality cannot be reached by the parties, the parties agree to revert to ad hoc mediation in accordance with the rules of the Maine Labor Relations Board.

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The permanent mediator shall fix the time and place of the hearing, taking into consideration the convenience of the parties. The fees and expenses of the permanent mediator and any costs for facilities shall be borne equally by the parties. All other costs shall be borne by the party incurring them.

Should the grievance(s) be resolved through this process, it shall be final and binding and the arbitrator shall be so notified. Should either party determine, during the mediation process of a particular grievance(s), that it has determined that the process will not produce a resolution, it shall so notify the other party and the mediator, and the parties shall proceed to arbitration in accordance with the original Notice of Arbitration and the procedures contained in this Article. In this event, no offers or proposals of settlement which may have been made in a good faith attempt to resolve the grievance(s) during mediation, shall be introduced or in any way referenced during the arbitration proceedings.

### **Section 11. Arbitration.**

#### **(a) Permanent Arbitrator.**

During the term of this Agreement, the parties agree that Sarah Garraty shall serve as the permanent arbitrator to arbitrate all grievances that arise and are processed to Step 4 of the grievance procedure. The permanent arbitrator shall arbitrate in accordance with the procedures of the American Arbitration Association.

Either party who desires to terminate the services of the above-named permanent arbitrator or alternate shall notify the other party, in writing, at least thirty (30) calendar days in advance of the desired termination date. The date of receipt of the termination letter by the other party shall begin the thirty (30) day calendar period. Any grievances initiated prior to the date of the termination letter shall be arbitrated by the permanent arbitrator or alternate. Should the permanent arbitrator or alternate's services be terminated by either party, the parties shall attempt to mutually agree on a replacement(s). If mutuality cannot be reached by the parties, the parties agree to revert to ad hoc arbitration in accordance with the rules of the American Arbitration Association.

The permanent arbitrator shall fix the time and place of the hearing, taking into consideration the convenience of the parties. The permanent arbitrator shall be requested to issue a written decision within thirty (30) days after the completion of the proceedings. In the event of a disagreement regarding the arbitrability of an issue, the permanent arbitrator or alternate shall make a preliminary determination as to whether the issue is arbitrable. Once a

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determination is made that such a dispute is arbitrable, the permanent arbitrator or alternate shall then proceed to determine the merits of the dispute.

**(b) Procedures, Cost and Attendance.**

The parties shall share the expenses for the arbitrator's service and for the hearing equally. The Judicial branch shall grant reasonable time off to employees to attend an arbitration proceeding for the purpose of testifying. The MSEA shall provide reasonable notice, ordinarily three (3) or more days, of the employees it wishes to be excused for such attendance. Such release time shall not be construed to include preparation of paper work, record-keeping, conferences among MSEA officials or preparation for representation at a grievance hearings or arbitration hearings.

Meetings pursuant to his Article shall be held during normal business hours without loss of pay or benefits provided that no compensatory time or overtime shall be granted for hours outside the employees' normal work schedule.

(c) The arbitrator shall have no authority to add to, subtract from or modify the collective bargaining agreement, nor to grant to either party matters which were not obtained in the bargaining process, not to impose any remedy or right of relief for any period of time prior to the effective date if the pertinent provision of this Agreement, nor to grant pay retroactively for more than fourteen (14) calendar days prior to the date a grievance was first submitted.

### **ARTICLE 24. Health and Safety (2019)**

The Judicial Branch agrees to provide safe and healthy work environments and conditions for its employees and shall comply with all applicable state, federal, and local laws in this respect.

No employee shall be required to operate any vehicle or equipment, which he or she reasonably believes may cause injury or harm. Likewise, no employee shall be required to work or remain in any environment which the employee reasonably believes may cause injury or harm by virtue of its physical construction, air quality or any other potentially risky condition regardless of duration. This shall not be construed to change the job expectations related to regular law enforcement, public safety or protection duties.

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The Judicial Branch shall establish an employee Health & Safety program. The Statewide Labor Management Committee will provide training recommendations to the appropriate administrator. Recommendations may include but not be limited to topics of general safety, emergency procedures and infection control. Attendance at such training shall be considered time worked and shall be scheduled in a manner that maximizes attendance and minimizes operation disruption.

**ARTICLE 25. Healthy Lifestyle Incentive (2019)**

Given the physical nature of the positions covered under this agreement, it is understood by all parties that maintaining a healthy lifestyle is beneficial for both an employee’s personal life and the performance of their work.

With this in mind, one time each fiscal year, employees will have the opportunity to complete a physical agility test (the Maine Criminal Justice Academy Physical Agility Test) on a voluntary basis during work time. Employees may be reimbursed for the MCJA Physical Agility Test no more than once per fiscal year. Employees interested in pursuing the healthy lifestyle incentive should contact their immediate supervisor by March 31st.

Employees who meet the following scores on the physical agility test shall qualify for a one-time annual incentive as follows:

<b>Standard Met</b>	<b>Annual Incentive</b>
MCJA Entrance Standards	Eight (8) hours of compensatory leave
MCJA Graduation Standards	Twenty-four (24) hours of compensatory leave

This incentive will be disbursed to eligible employees for the first available pay period following the administration of the agility test. Employees must re-take the physical agility test each year to qualify for the incentive for that year.

**ARTICLE 26. Hours and Work Schedules**

**Section 1. Regular Workweek**

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The regular or standard workweek is defined as the number of hours of work performed in a seven (7) day period beginning Sunday (12:01am) and ending Saturday (midnight). The regularly scheduled workweek shall consist of forty (40) hours with fixed starting and ending times (currently Monday and Friday, respectively).

### **Section 2. Scheduling of Hours**

Employees shall be assigned to specific courthouse as their official worksite.

- (a) The parties recognize and agree that the safety and security of the Judicial Branch is the priority of all members of this unit. Nothing herein shall preclude management from temporarily assigning bargaining unit employees to duties or locations to assure that operational needs are met.
- (b) The Judicial Branch shall provide MSEA with at least thirty (30) days notice prior to changing the permanent work schedule. If requested to do so by the MSEA, the parties will negotiate the impact of the change, if any, on the affected employees, during the thirty (30) day period. The duty to bargain the change shall continue beyond the 30 day period if negotiations have not completed by the 30<sup>th</sup> day.
- (c) If negotiations fail to resolve adverse conditions created by the schedule change then disputes may be addressed directly to Step 2 of the grievance procedure.
- (d) The preceding paragraphs shall not apply to temporary changes in work schedules of up to thirty (30) days to accommodate the operational needs of the Judicial Branch.

### **Section 3. Call Out and Standby Assignments**

Call-out and standby work shall be offered, on a rotating basis, on an established seniority roster, to employees who volunteer for such work and who live within a 35-mile radius of their work location. Call-out and standby assignments shall be offered on a continuous rotating basis to each employee requesting to be on the roster based on seniority. In the event that there are no employees available from the established roster, the Judicial Branch may assign employees with a work location to perform the work by a continuing rotation in reverse order of seniority.

### **Section 4. Meal Periods.**

- (a) For full time employees, meal periods will normally be one half (1/2) hour, subject to operational needs. Meal periods shall be unpaid and shall not be counted as work-time. Should an employee be asked to perform work on their meal period, they will be paid for the time worked.

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- (b) The voluntary omission of a meal period in whole or in part shall not modify the starting or leaving time schedule, unless with explicit permission of the supervisor.

**Section 5. Rest Periods.**

- (a) Employees will normally have (2) ten (10) minute rest periods during the working day (to be scheduled by the supervisor), except that operational needs may preclude such periods for court-room personnel or from time to time and as needed for other personnel.
- (b) The voluntary omission of a rest period in whole or in part shall not modify the starting or leaving schedule, unless with explicit permission of the supervisor.

**Section 6. Travel Time**

- (a) Travel time for official business during the workday shall be considered as time worked from the worksite to destination.
- (b) When an employee is temporarily assigned work in a location other than their official worksite, the employee shall be paid travel time roundtrip from the employee's home to the destination or official worksite to the destination, whichever is closer.

**ARTICLE 27. Influencing Legislation**

The Judicial Branch employees are prohibited from using government time, money or property (as, for example, through sending emails, making telephone calls or sending letters or other communications or participating in meetings on work time or using any material, equipment resources of the Judicial Branch) to influence anyone to favor or oppose any legislation.

Employees may, however, use vacation or other personal leave for the purpose of testifying or otherwise participating in legislative processes, providing that such employees clarify that they are not acting as representatives of the Judicial Branch.

**ARTICLE 28. Insurance (2017)**

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### **Section 1. Health Insurance**

The Judicial Branch shall provide health plan coverage for its employees, pursuant to 5 M.R.S.A. §285. The Judicial Branch will pay sixty percent (60%) of the cost of dependent premiums for each eligible employee who selects dependent coverage. The premium costs for part-time employees shall be prorated in accordance with the employees' authorized position hours.

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

### **Section 2. Dental Insurance**

The Judicial Branch agrees to pay one hundred percent (100%) of the premium cost for the individual dental coverage for its employees. The additional costs for "dependent" coverage, if so elected, shall be borne by the employee. The premium costs for part-time employees shall be prorated in accordance with the employees' authorized position hours.

### **Section 3. Hearing Screening Reimbursement (2017)**

Employees shall be reimbursed for one (1) hearing screening to establish a hearing baseline. Thereafter, employees shall be entitled to one (1) hearing exam every twelve (12) months.

To be reimbursed, employees must submit the following items to the Department of Human Resources within ninety (90) calendar days of the date the bill is received:

- A. Bill for the cost of the hearing screening, and
- B. Receipt showing payment in full
- C. Documentation of insurance non-payment

Employees shall submit their bills for hearing screenings to their insurance company for reimbursement prior to submitting any bill to the Branch for reimbursement. The Branch shall reimburse employees for any said bill not reimbursed through insurance.

### **Section 4. Smoking Cessation. (2017)**

Employees shall be reimbursed upon proof of participation for the cost of smoking cessation programs, including the costs of related prescriptions, if required, up to a limit of two

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hundred (\$200) per employee. If an employee resumes smoking after receiving the benefit of this Article, such benefit shall not subsequently apply.

To be reimbursed, employees must submit the following items to the Department of Human Resources within ninety (90) calendar days of the date the bill is received:

- A. Bill for the cost of the smoking cessation program, and
- B. Receipt showing payment in full
- C. Documentation of insurance non-payment

Employees shall submit their bills for smoking cessation to their insurance company for reimbursement prior to submitting any bill to the Branch for reimbursement. The Branch shall reimburse employees for any said bill not reimbursed through insurance.

**ARTICLE 29. Leave, Bereavement (2019)**

Bereavement leave shall be allowed for the equivalent of up to four (4) workdays of bereavement leave with full pay for absences resulting from the death of:

- 1) Spouse or domestic partner
- 2) Child, step-child, child-in-law, child of a domestic partner
- 3) Brother, step-brother, brother-in-law, or brother of a domestic partner
- 4) Sister, step-sister, sister-in-law, or sister of a domestic partner
- 5) Parent, step-parent, parent-in-law, or parent of a domestic partner
- 6) Guardian
- 7) Ward
- 8) Grandparent
- 9) Grandchild, step-grandchild, or grandchild of a domestic partner
- 10) Other relative who resides in the same household as the employee.

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Bereavement leave of one workday shall be allowed for absences resulting from the death of a great-grandparent. An employee's supervisor may request verification of the need for bereavement leave.

Once an employee has used their bereavement entitlement, employees may request the use of the equivalent of up to six (6) additional workdays of accrued personal, compensatory, or vacation leave related to the death of a qualifying individual as identified in this article. Any additional leave requested shall not be unreasonably denied.

### **ARTICLE 30. Leave, Court Service**

#### **Section 1. Appearance as a Witness:**

This section applies to an employee summoned to appear in the employee's official or non-official capacity in a government case or in official capacity in a private legal action. An employee shall be granted paid court service leave for the hours so spent and shall return to work as soon as practicable after being released.

For appearances in state or county courts, an employee shall be reimbursed for expenses by the Judicial Branch pursuant to the Judicial Branch's Expense Reimbursement policy, and shall not be entitled to receive any fee for service or additional reimbursement.

For appearances in federal court, an employee shall be entitled to receive either (a) the appropriate witness fee and witness mileage, or (b) expense reimbursement by the Judicial Branch pursuant to the Expense Reimbursement policy.

The provisions of this Article shall not apply to an employee summoned to appear before a court or body as a party to any private legal action which is not job related. In such instances, the employee may use accrued leave time, and may retain any fees paid for service or expenses.

#### **Section 2. Jury Duty:**

An employee required to perform jury duty shall be granted paid court service leave for the hours so spent, and shall be entitled to receive fees and expense reimbursement from the State or Federal court system as appropriate.

An employee serving on jury duty shall return to work as soon as practicable, unless otherwise instructed by the presiding justice.

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**ARTICLE 31. Leave, Family/Medical (2019)**

The Judicial Branch will comply with all State and Federal Laws regarding Family and Medical Leave, inclusive of Maternity Leave.

Maternity leave will be granted as sick leave, and is to be used for the period prior to childbirth and/or immediately after childbirth, set by the employee's physician, during which the employee cannot work due to her actual physical condition. Once an employee's sick leave is exhausted, vacation leave, compensatory time, or leave without pay shall be granted by the selecting authority, following the procedures in the Leave Without Pay article.

(See also Leave, Without Pay.)

Child rearing leave, which shall be for a sixteen (16) calendar week period (inclusive of paid and unpaid leave, and inclusive of maternity leave after childbirth, and excluding holidays), or adoption for the period directly following childbirth or adoption will be granted to either parent as sick leave, compensatory time, or vacation leave.

Any leave taken in accordance with this article shall run concurrently with any applicable leave taken under the Family Medical Leave Act (FMLA).

For purposes of Family and Medical Leave (FML), an employee may reserve up to five (5) sick leave days and up to ten (10) days of earned time prior to going on unpaid FML. Earned time is identified as vacation, compensatory or personal leave.

The five (5) reserved sick days shall not be used to extend such leave and shall not be available for the FML incident until the employee has returned to work for five (5) days after the completion of FML, unless an employee has not been medically cleared to return to work. Employees must exhaust the five (5) sick leave days and ten (10) days of earned time before accessing Catastrophic Leave or Leave Without Pay.

Employees will be paid in accordance with the Judicial Branch Family and Medical Leave Policy.

**ARTICLE 32. Leave, Holidays (2017)**

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

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New Year's Eve Day

Martin L. King's Birthday

President's Day

Patriot's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Friday After Thanksgiving

Christmas Day

Any additional days declared by the Chief Justice of the Supreme Judicial Court or designee.

Any Holiday falling on a Saturday shall be observed on the preceding Friday. Any Holiday falling on a Sunday shall be observed on the Succeeding Monday.

Employees scheduled to work on a holiday as a result of operational needs, shall be entitled to "Holiday Worked" pay, equivalent to one and one-half (1 ½) times the regular hourly rate of pay, for actual time worked on that day. Such time will be paid in addition to the eight (8) hours of straight Holiday pay.

**ARTICLE 33. Leave, Military (2013)**

Employees who are members of the National Guard or other authorized State military or naval forces, and those employees who are members of the Army, Air Force, Marine, Coast Guard or Naval Reserve, and other staff covered by USERRA shall be entitled to a leave of absence from their respective duties without loss of pay, not to exceed seventeen (17) workdays in any calendar year. In addition, employees shall accrue sick and annual leave and seniority

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during period of associated training and service not to exceed seventeen (17) work days in any calendar year.

**ARTICLE 34. Leave, Personal (2019)**

Section 1. Accrual of Time (2019)

Employees whose Judicial Branch date of hire is on or after July 1, 2017 shall be entitled to personal days off each contract year without loss of pay or benefits, in accordance with the following schedule:

<b>Employee Status</b>	<b>Hours Per Year</b>
Full-time	24 hours per year

Employees whose Judicial Branch date of hire is prior to July 1, 2017 shall be entitled to personal days off each contract year without loss of pay or benefits, in accordance with the following schedule:

<b>Employee Status</b>	<b>Hours Per Year</b>
Full-time	32 hours per year

Personal leave shall be loaded into the time and attendance system, effective the first full pay period after July 1st of each year.

It is recognized that employees are hired throughout the contract year and these employees shall be entitled to personal leave, in accordance with the following schedule:

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Month of Hire	Annual Leave Entitlement
3rd, 4th, 5th	¾ of annual allotment
6th, 7th, 8th	½ of annual allotment
9th, 10th, 11th	¼ of annual allotment
12th	none

Employees may elect to carry over two (2) personal days at the end of each fiscal year.

**Section 2. Use of Time (2019)**

The scheduling of personal leave days shall be by mutual agreement between the employee and the employee's supervisor.

Personal leave time must be requested, and approved, in advance of leave actually taken

It is the responsibility of the supervisor to approve an employee's request for personal leave.

**ARTICLE 35. Leave, Sick (2019)**

**Section 1. Accrual of Time. (2019)**

Sick leave will be earned by all full-time employees at the rate of 3.7 hours bi-weekly. Sick leave will accrue on the last day of each bi-weekly period worked.

Employees hired on or after July 1, 2019, shall be frontloaded forty-eight (48) hours of sick leave upon hire in lieu of accruing 3.7 hours per pay period. Such time shall be prorated for part-time employees. Employees shall not accrue any additional sick leave until they have completed six (6) months of employment, at which time Sick leave will accrue on the last day of each bi-weekly period worked. Entering and terminating employees will accrue sick leave proportionally to the total hours worked during the bi-weekly period. If an employee separates prior to completing six (6) months of employment, any frontloaded sick leave taken in excess of

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what the employee would have earned had they been accruing leave will be deducted from the employee's final paycheck.

Employees who are assigned to a 40-hour workweek may accrue up to a maximum of 1080 hours of sick leave. Employees who have more than 1080 hours on July 1, 2019 shall maintain their sick leave accruals over 1080 hours, but shall not accrue any additional sick leave until their balance drops below 1080 hours.

Employees shall not accrue sick leave while on an unpaid leave of absence. Should an employee work less than his/her scheduled hours in a pay period, he/she will accrue sick leave proportionately to the total hours worked during the bi-weekly period.

### **Section 2. Use of Time. (2017)**

Sick leave may be used only when personal illness or physical incapacity renders an employee unable to perform the duties of the employee's position.

Accrued sick leave may be used for health care provider and dental appointments. The scheduling of such time will be with the approval of the supervisor. Approval or denial shall be based upon operational considerations only. No sick leave request shall be unreasonably denied.

Sick leave can be used in the event of illness in an employee's immediate family that requires the attention or presence of the employee. "Immediate family" is defined for the purpose of this policy to be spouse, domestic partner, domestic partner's parents, domestic partner's children, child, stepchildren, parents, guardian, spouse's parents, brothers, sisters, wards, grandparents, grandchildren, stepparents, stepbrothers and stepsisters. In addition, sick leave may be used for relatives with whom the employee resides.

It is the responsibility of the supervisor to approve an employee's request for sick leave.

Should an employee have no sick leave available, he/she may only use vacation, personal, or compensatory leave (for purposes of being paid) upon approval of his/her Selecting Authority, or designee. Should an employee exhaust all available sick leave two (2) times within a six (6) month period, he/she may be subject to progressive discipline.

### **Section 3. Proof of Illness or Injury (2017)**

Proof of illness or injury of the employee or immediate family members may be required by the supervisor when an employee uses sick leave for a period of three (3) or more consecutive workdays.

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Upon a demonstration of patterned sick leave abuse, proof may be required for each absence for a period not to exceed six (6) months.

**Section 4. Calling Out Sick**

All employees using sick leave are required to report any injuries or illnesses that will require an unanticipated absence from work to their immediate supervisor at least two hours in advance of the start of their shift unless disabled or incapacitated and unable to do so.

**ARTICLE 36. Leave, Vacation (2017)**

**Section 1. Eligibility for Vacation Leave (2017)**

Vacation leave will be earned by all full-time employees, authorized to work forty (40) hours per week, from the initial date of their most recent employment.

**Section 2. Accrual of Vacation Leave (2017)**

Leave will be accrued as follows:

<i>Period of Continuous Accrual Employment</i>	<i>Bi-weekly in hours</i>
<b>Less than 3 years</b>	<b>3.7 hours</b>
<b>3 to 5 years</b>	<b>4.2 hours</b>
<b>5 to 10 years</b>	<b>4.7 hours</b>
<b>10 to 15 years</b>	<b>5.6 hours</b>
<b>15 to 20 years</b>	<b>6.5 hours</b>
<b>20 years or more</b>	<b>8.0 hours</b>

Employees who, effective June 30, 2017, are accruing vacation leave at 8.4 hours bi-weekly (25 to 30 years) or 9.3 hours bi-weekly (30+ years), will continue to do so for the duration of their employment with the Judicial Branch.

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Vacation leave will accrue on the last day of each bi-weekly period worked. Entering and terminating employees will accrue vacation leave proportionately to the total hours worked during the bi-weekly period. The anniversary of employment shall determine eligibility for increases in vacation accrual.

State employees with uninterrupted state service, who transfer directly into the Judicial Branch from either the Executive or Legislative Branches, will earn vacation leave based upon their entire period of state employment.

If an employee leaves state service (court, executive or legislative), and later returns and works three (3) more consecutive years, the total amount of time worked in the former state service shall be used for purposes of computing vacation leave accrual.

**Section 3. Maximum Vacation Leave (2017)**

Employee vacation leave maximums are as follows:

<b>Years of State Service</b>	<b>Maximum Vacation Leave</b>
Less than fifteen (15) years	240 hours
Fifteen (15) years or more	320 hours

When operational needs prevent any employee from using their vacation time, the Judicial Branch and the employee will work together to bring the employee under the accrual cap without losing time.

**Section 4. Use of Vacation Leave (2017)**

The vacation calendar shall run from March 1 through the last day of February in the following year. Vacation leave shall be scheduled between January 1 and the last day of February, based on seniority. Choice of vacation times shall be made among employees at a work location in rotation by seniority with the most senior employee choosing first. The rotation shall be repeated until all vacation schedule selections have been made.

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Each employee may select no more than the following units of vacation time per round of selection:

<b>Years of Seniority</b>	<b>Units per Round</b>
With less than ten (10) years	Two (2) units per round
Ten (10) but less than fifteen (15) years	Three (3) units per round
Fifteen (15) but less than (20) years	Four units per round
Twenty (20) or more years	Five units per round

For the purposes of this Article, a “unit of vacation time” shall mean a block of time consisting of not less than one (1) nor more than five (5) consecutive work days (Monday through Friday).

All vacation requests submitted after March 1 shall be considered on a first come, first served basis, without respect to seniority.

An employee may cancel all or part of a scheduled vacation up to thirty (30) calendar days prior to the beginning of the unit of vacation time. Cancellations within this thirty (30) calendar day period may be allowed when an organizational need exists and there is mutual agreement between the employee and the employee’s supervisor.

It is the responsibility of the supervisor to approve an employee’s request for vacation leave.

**ARTICLE 37. Leave Without Pay. (2019)**

**Section 1. Eligibility for Leave Without Pay (2017)**

Full time employees are eligible to request a leave without pay.

**Section 2. Requests for Leave Without Pay (2017)**

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Employees must submit a completed Leave Without Pay Request Form to the Selecting Authority to be considered for a leave without pay. Such requests must be submitted at least two (2) weeks in advance, when possible.

Requests for an extension of a leave without pay must be made at least one (1) week in advance of the expiration of the approved leave without pay.

Medical documentation supporting a leave without pay request should be submitted directly to the Human Resource Department.

Employees may not use leave without pay to seek or accept gainful employment with another employer.

### **Section 3. Approval of Leave Without Pay (2019)**

The Selecting Authority, or designee, may approve a leave without pay during an employee's new hire probationary period for an employee's pre-arranged vacation. The request for such leave must be made to the Selecting Authority prior to the employee's first day of employment.

An employee may be granted up to a total of eight (8) hours of leave without pay by the Selecting Authority, or designee, every rolling three (3) months.

An employee who has exhausted all available leave, or will exhaust all available leave prior to the requested leave without pay, may request a leave without pay of more than eight (8) hours for a period not to exceed sixteen (16) weeks (640 hours) for a medical related reason, or eight (8) weeks (320 hours) for a non-medical related reason. The State Court Administrator shall consider such requests.

Leave without pay shall be limited to a total of sixteen (16) weeks every rolling three (3) years.

The Judicial Branch will consider the reason for the request, the operational needs of the Judicial Branch, and will make a decision as soon as possible after the receipt of the request.

Employees may not take unpaid leave without prior approval.

### **Section 4. Effects on Benefits While on Leave Without Pay (2017)**

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Employees are financially responsible for continuation of their insurance coverage during leave without pay. This may be arranged through the Administrative Office of the Courts, Human Resources Department. Generally, the employee will receive a bill from the health and dental insurance carriers and the employee must contact the Maine Public Employees Retirement System to prepay for the group life insurance premiums while on leave without pay.

Sick leave and vacation leave will not accrue while an individual is on leave without pay.

Any leave without pay taken while an employee is on an approved Family Medical Leave will count towards the total leave without pay allowed under this article. An employee on an approved Family Medical Leave is not required to request leave without pay until the expiration of the Family Medical Leave.

### **Section 5. Return from Leave Without Pay (2017)**

At least fourteen (14) calendar days prior to the expiration of a leave without pay for medical reasons, the employee must communicate the intent to return to the Human Resource Department. If the unpaid leave was for medical reasons, a Fitness for Duty form must be completed by the physician and submitted to the Human Resources Department clearing the employee to return to work prior to the employee's return to the worksite. Failure to provide a completed Fitness for Duty Form prior to the end of the employee's approved leave without pay constitutes a failure to return from an approved leave of absence.

Failure to return from an approved leave of absence shall be deemed as a resignation from service if the employee fails to contact the Judicial Branch and does not return within three (3) days of the scheduled return to work date. The only exception to this is if the employee is hospitalized and medically unable to contact the Judicial Branch.

### **ARTICLE 38. Maintenance of Benefits**

With respect to negotiable wages, hours, and working conditions not covered by this Agreement, the Judicial Branch agrees to make no changes without prior consultation and negotiation with MSEA.

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With regard only to negotiations concerning the introduction of new technology or the increase in the use of subcontractors, the Judicial Branch may, in the absence of resolution, implement such change(s) following the thirtieth (30th) day from the commencement of negotiations; however the obligation to bargain shall continue and any dispute arising therefrom shall be submitted to the joint labor/management committee and shall be processed in accordance with the procedures as outlined below. This paragraph shall not be interpreted as preventing the parties from submitting such a dispute to the joint labor/management committee at any time either during or following the thirty (30) day period referred to above.

Any dispute concerning the application of this Article shall be turned over to a joint labor/management committee composed of five (5) members appointed by MSEA and five (5) members appointed by the Judicial Branch. The joint labor/management committee will entertain all matters arising out of this Article and shall attempt to arrive at a consensus. Failing a consensus, the joint labor/management committee shall vote and a majority vote shall prevail. If a tie vote results on any issue, the matter shall be turned over to the permanent arbitrator who shall attempt to mediate a settlement of the issue. If the permanent arbitrator cannot mediate the matter, the issue shall be arbitrated in accordance with the time limits and procedures of, the Grievance Procedure, hereof.

### **ARTICLE 39. Management Rights**

The MSEA agrees that the Judicial Branch has and will continue to retain the sole and exclusive right to manage its operations and retains all management rights, whether exercised or not, unless specifically abridged, modified or delegated by the provisions of this agreement.

### **ARTICLE 40. MSEA Membership Packets**

Management shall provide each newly hired employee with an MSEA-furnished membership packet along with other employee orientation materials that are regularly provided to newly hired employees within thirty (30) days of hire. MSEA shall be solely responsible for the material contained in such packets. Any questions concerning the contents of these packets or MSEA programs shall be referred to the MSEA. MSEA shall supply the packets to the points of distribution.

### **ARTICLE 41. MSEA Organizational Leave**

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The Judicial Branch shall provide Employee Organizational Leave without loss of pay or benefits for duly elected members and officers of the MSEA Board of Directors to attend a maximum of one (1) day meeting per month of the Board of Directors. Additionally, the Judicial Branch shall provide one (1) day per year Employee Organizational Leave with pay for MSEA delegates to attend the Annual Convention, and up to one (1) day for delegate travel, if required to attend either the AFL-CIO Convention or the SEIU National Convention.

The Judicial Branch shall allow negotiation leave with pay to bargaining team members (whose members shall not exceed four (4) per unit) and will allow time with pay for witnesses and other participants as are necessary. No additional compensation will be paid or considered as time "actually worked" for overtime purposes for time spent under this section before or at the end of the scheduled work shift by employees in such status. However, all work time spent on negotiations leave shall be considered as hours worked for purposes of the computation of overtime.

Where the work location of the steward may require travel time during working hours, paid release time to travel may be allowed provided permission is secured from the appropriate authority and no court is required to close during such travel time. No time spent prior to the work shift or beyond the end of the work shift, under this section, shall be deemed to be compensable time, except for the actual paid day off.

With respect to other MSEA business, a pool of five (5) paid days and five (5) days of unpaid leave will be made available to members of the unit, upon request, and the granting of permission by the employee's supervisor, subject to submission of leave report to the AOC. Any disagreements regarding this Article shall be taken up at Step 3 of the Grievance Procedure.

A process of jointly recording such leave taken shall be developed by the Statewide Labor Management Committee, pursuant to this Agreement.

### **ARTICLE 42. MSEA President/Vice President Leave**

- A. President Leave: In the event that a member of this Bargaining Unit is elected into office, the Judicial Branch agrees to granting of Leaves of Absence to the President of MSEA to carry out the duties of his/her elected office.

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1. The President will receive his/her full annual base salary for the term of service, including any salary increases provided under the terms of the applicable collective bargaining agreement.
  2. This administrative leave will not constitute a break in service under the Civil Service Law, the collective bargaining agreement, under Maine Public Employees Retirement, or under any laws of the State of Maine relating to this matter.
  3. The President shall continue to accrue and use vacation and sick leave consistent with the terms of this bargaining agreement.
  4. During this leave, the Judicial Branch shall have no workers' compensation liability and any recourse for work-related injury would be against MSEA.
  5. The Judicial Branch will bill MSEA every other pay period for wages and related benefit expenses and MSEA will reimburse the Judicial Branch.
  6. The MSEA agrees to reimburse the Judicial Branch for all salary, holidays, earned vacation and sick leave, health, dental, life insurance and retirement costs. However, such reimbursement shall not include salary and retirement costs, or the above-mentioned benefits, for paid leave of the President authorized under the MSEA organizational leave article.
  7. This leave will be effective January 1 and continue for the duration of the term. At the expiration of the President's term of office, or if the President leaves office prior to the end of his/her term, he/she shall be allowed to return to his/her position in the Judicial Branch.
- B. Vice-President Leave: In the event that a member of this Bargaining Unit is elected into office, the Judicial Branch agrees to granting of Leaves of Absence to the Vice-President of MSEA to carry out the duties of his/her elected office.
1. The Vice-President will be allowed up to (90) days leave annually to carry out the duties of the position.
  2. One (1) month prior to each quarter, the Vice-President will give his/her supervisor a projected schedule of absences.

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3. The Vice-President will receive his/her full annual base salary for the stated period of time, including any salary increases provided under the terms of the applicable bargaining agreement.
4. This Administrative leave will not constitute a break in service under the Civil Service Law, the collective bargaining agreement, under Maine Public Employees Retirement, or under any laws of the State of Maine relating to this matter.
5. The Vice-President shall continue to accrue and use vacation and sick leave consistent with the terms of this bargaining agreement.
6. During this leave, the Judicial Branch shall have no workers' compensation liability and any recourse for a work-related injury would be against MSEA.
7. The Judicial Branch will bill MSEA every pay period for wages and related benefit expenses and MSEA will reimburse the Judicial Branch.
8. MSEA agrees to reimburse the Judicial Branch for all salary, holidays, earned vacation and sick leave, health, dental, life insurance and retirement costs. However, such reimbursement shall not include salary and retirement costs, or the above-mentioned benefits, for paid leave of the Vice-President authorized under the MSEA Organizational Leave Article.
9. This leave will be effective January 1 and continue for the duration of the term.

**ARTICLE 43. MSEA Stewards (2015)**

Employees designated as "stewards" shall be allowed to investigate and process grievances and attend management meetings during working hours, but in no case shall the time spent in the investigation of such grievance exceed three (3) hours per week unless permission of the supervisor is obtained. Stewards must request permission of the supervisor before performing steward work of more than fifteen (15) minutes.

Stewards must not engage in MSEA Steward Work when that work would impact the timeliness of court operations.

Stewards shall record all steward time spent on grievances on their time sheets and leave records.

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Each steward shall be entitled to two (2) days of organizational leave per year for training, the scheduling of such leave being in consideration of operational needs, as determined by the steward's supervisor. There will be one (1) Chief Steward who shall be entitled to one (1) additional day per year of organizational leave to attend training. . The scheduling of such leave being in consideration of operational needs, as determined by the Chief Steward's supervisor.

It is recognized that, under this Article and the MSEA Organizational Leave Article contained elsewhere in this Agreement, certain contractual benefits and privileges accrue to an employee by virtue of appointment as a union steward and that such benefits and privileges would normally require the steward to be absent from the steward's job for varying periods of time. In consideration of such potential absences, the Judicial Branch and MSEA shall meet to develop a mutually acceptable plan that defines and describes the numbers, the location and the jurisdiction of MSEA stewards at Judicial Branch worksites, on a statewide basis. The plan if adopted, would ideally provide for adequate employee representation without unduly compromising the operational requirements of the Judicial Branch, on a worksite by worksite basis.

The names, locations and term of appointment of all stewards referred to in this Article, and elsewhere in this Agreement, shall be provided to the Human Resources Director immediately upon their appointment or termination. No employee may act as a steward or derive benefits as such under the terms of this Agreement unless the Judicial Branch is so notified, in advance.

Any disagreements regarding this Article shall be taken up at Step 3 of the Grievance Procedure.

### **ARTICLE 44. Non-Discrimination**

The Judicial Branch and MSEA agree to comply with all state and/or Federal anti-discrimination laws.

### **ARTICLE 45. Outside Employment (2013)**

A Judicial Branch employee may engage in outside employment during non-working hours if it does not interfere with job performance and does not conflict or appear to conflict with the interests of the Judicial Branch. No Judicial Branch employee may be employed in court related matters by an agency within the criminal justice system (law enforcement, prosecutorial,

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etc.) since such employment contains an inherent conflict with the necessity for neutrality of the Judicial Branch of government. Whenever it appears that any such outside employment might constitute a conflict of interest, the employee is expected to consult with the State Court Administrator prior to engaging in outside employment.

Employees may request permission, through their proper chain of command, to work part time for another law enforcement agency not located in their judicial court scheduling regions. Employees shall not be employed with another agency eight (8) hours prior to their scheduled shift without permission from the Director of Judicial Marshals or designee. Permission shall not be unreasonably denied. All other restrictions regarding job performance and conflicts of interest of this article apply. The State Court Administrator shall be the final authority on decisions regarding denial of outside employment.

### **ARTICLE 46. Overtime Assignments (2017)**

#### **Section 1. Scheduling (2017)**

- (a) Overtime for certain assignments are mandatory in nature whenever court is in session and other overtime assignments may be mandatory for employees covered by this Agreement.
- (b) All overtime will be offered on a voluntary rotating basis by seniority among employees from the appropriate worksite.
- (c) If there are no volunteers at the worksite, then the overtime opportunity will be open to employees within the Sergeant's scheduling region
- (d) If there are no volunteers within the Sergeant's scheduling region, then the overtime opportunity will be open to employees within the next closest scheduling region.
- (e) Assignments beyond the Sergeant's geographic regions will be filled on a statewide voluntary rotating basis.
- (f) If there are no volunteers overtime will be assigned by inverse seniority in rotation among employees from the appropriate geographical region, except in such cases where overtime is annexed to the end of an employee's regularly scheduled shift.
- (g) Employees volunteering to work special duty assignments must possess the qualifications, training and ability to perform the specific work required of the assignment.

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- (h) Whenever operationally feasible employees shall be notified at least one-half (1/2) hour in advance of the end of their regular shift that they are required to work overtime on that day.

**Section 2. Accrual**

No employee is authorized to incur overtime unless the employee is specifically directed and required, by a judge, supervisor, or other authorized official, to perform work in excess of their standard workweek.

**ARTICLE 47. Parking**

**Section 1: Provision of Parking**

Where currently not provided for, the Judicial Branch shall make available, parking facilities for its employees that are as convenient to their respective worksites as practicable. Where such parking facilities are currently available, they shall be maintained.

**Section 2: Payment for Parking**

Any and all costs for said parking facilities shall be borne by the Judicial Branch.

**Section 3: Re-Opener**

Should the costs of any parking facility(s) escalate to a level of change in such a manner, which presents a hardship to the Judicial Branch, this Article may be re-opened during this contract term for further negotiations with proper notice to the other party. A special labor management committee shall be established, comprised of equal number of members from labor and management, and shall be authorized to explore alternative sites or alternative methods of providing parking. The committee shall submit their recommendations to the State Court Administrator.

If this article is re-opened by either party and negotiations are not successful in resolving the issues, the parties agree to engage in mediation to attempt to resolve the issues.

**ARTICLE 48. Personnel Files (2019)**

An employee, upon written request to or after prior arrangement with the Human Resources Director, or the appropriate official at the employee's workplace, shall be permitted to

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review his/her personnel files. Such review shall take place during normal office hours and shall be conducted under the supervision of the appropriate records custodian. The personnel file may be reviewed by the employee at reasonable times during regular work hours if such review does not require travel out of the normal work area. An employee shall be allowed to place in such file a response of reasonable length to anything contained therein which the employee deems to be adverse.

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

Upon request, an employee shall be provided a copy of any or all materials in the employee's personnel file.

Upon the furnishing of written authorization by an employee, MSEA representatives shall be granted access to that employee's personnel file and shall be provided copies of all documents at MSEA's expense, pertinent to the investigation and processing of a grievance.

Employee counseling, although not disciplinary, will be placed in the personnel file and shall be removed from the personnel file after one (1) year from the date of the occurrence, provided that the employee has had no related disciplinary action since that date.

Records of oral warnings, written reprimands and preventable accident reports shall be removed from the personnel file after three (3) years from the date of the occurrence, provided that the employee has had no further disciplinary action since that date.

Records of disciplinary probations and suspensions shall be removed from personnel files after five (5) years from the date of the occurrence, provided that the employee has had no further disciplinary action since that date.

From January 1, 2010 forward, The Administrative Office of the Courts, Human Resources shall remove such document (s) after the appropriate time period has expired and will mail the original to the employee's address of record.

Access to personnel files will be limited to the Office of Human Resources, the State Court Administrator or the employee's Department Division Head or equivalent. The Human Resources Director may also grant access to information as deemed appropriate. Any other request for information from employees' personnel files shall not be granted without written permission of the employee.

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**ARTICLE 49. Personal Property (2013)**

The Judicial Branch shall reimburse employees whose personal property is damaged by fire or vandalism under the five hundred dollar (\$500) limits of the State of Maine's Extended Coverage Insurance Policy.

In addition, the Judicial Branch will reimburse employees for personal property stolen, destroyed or damaged in the performance of their duties up to a maximum of five hundred dollars (\$500) provided that the employee sustaining the loss or damage can provide substantiation or corroboration of the loss or damage.

Personal property, referred to in this Article, shall include that which is normally carried or worn to and from the employee's worksite (e.g., cell phones, purses, handbags, briefcases, tools, clothing, etc.) and that which the employee may normally leave at the employee's work station (e.g., pictures, small appliances, tools, etc.). Personal property shall not include any form of vehicle, bicycle, etc. whether parked in a Judicial Branch provided parking area or not. Employees are responsible for securing their personal property when lockers are provided. If the employee has been provided a locker and does not store their personal property in such locker, the employee shall not be eligible for reimbursement.

**ARTICLE 50. Personal Services**

The parties agree that personal services should not be requested of employees.

No employee shall be required to perform services of a personal nature or disciplined for refusing to perform a personal service.

**Article 51. Probationary Period (2019)**

**1. New Hire Probationary Period (2019)**

Once hired, all new law enforcement employees shall serve a one (1) year probationary period. Employees are eligible to use vacation leave after they are employed for six (6) months. Employees are eligible to use sick leave, personal leave and compensatory time from the date of hire.

During probation, the employee can be dismissed at any time at the written request of the selecting authority and with the approval of the Director of Human Resources and State Court

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Administrator, or designee, without the establishment of just cause. Any such dismissal is final and will not be subject to the grievance procedure or grievance arbitration.

If any leave is taken during the probationary period, the probationary period shall automatically be extended an equivalent amount of workdays. If any personal leave is taken during the probationary period, it will not extend the probationary period as long as the personal leave is not taken within the last five (5) workdays of probation.

MSEA shall retain the right to represent employees in all aspects of the collective bargaining agreement after six (6) months of employment has been completed, except in regards to terminations, where it will be necessary for an employee to complete the entire twelve (12) months to allege termination without just cause.

### **2. Transfer Probationary Period (2019)**

Employees who transfer to a job classification at the same or lower pay grade shall serve a sixty (60) calendar day transfer probationary period.

If an employee within the new hire probationary period is transferred to another position, the employee's probation shall be extended by sixty (60) calendar days, but such extension shall run concurrently with the new hire probationary period.

Employees are eligible to take accrued vacation leave during the transfer probationary period as long as the initial new hire probationary period has been successfully completed.

If any leave is taken during the probationary period, the probationary period shall automatically be extended by an equivalent amount of workdays. If any personal leave is taken during the probationary period, it will not extend the probationary period as long as the personal leave is not taken within the last week of probation.

During the transfer probationary period, should it be determined that the transferred employee's progress or performance has been unsatisfactory, the employee shall be returned to the employee's former position and the employee shall return to the previous pay grade, at the request of the Selecting Authority and with the approval of the Director of Human Resources.

Employees may request to be returned to the employee's former position, at the previous pay grade and step, at any time within the first thirty (30) calendar days of transfer.

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**3. Promotional Probationary Period (2019)**

Employees who are promoted to a higher job classification shall serve a six (6) month promotional probationary period.

Employees are eligible to take accrued vacation leave during the transfer probationary period as long as the initial new hire probationary period has been successfully completed.

If any leave is taken during the probationary period, the probationary period shall automatically be extended by an equivalent amount of workdays. If any personal leave is taken during the probationary period, it will not extend the probationary period as long as the personal leave is not taken within the last week of probation.

During promotional probation, the employee shall be returned to the employee's former position and the employee shall return to the previous pay grade, at the request of the Selecting Authority and with the approval of the Director of Human Resources, should it be determined that the promoted employee's progress or performance has been unsatisfactory. The employee may return to his/her former position if the employee so desires within sixty (60) calendar days of the promotion.

**ARTICLE 52. Reclassifications (2019)**

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

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

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

Requests for a reclassification, whether by an employee, an employee's supervisor, a Department or Division Head, the Human Resources Director or the State Court Administrator must be submitted using the Reclassification Request Form, in accordance with the procedures outlined thereon. Reclassification Request Forms may be obtained from the Office of Human Resources. Requests for a reclassification submitted in any other format will not be honored.

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Once a reclassification request is submitted, a position analysis will be conducted by the Office of Human Resources and will be completed within a reasonable period of time, with the appropriate personnel, including the State Court Administrator, being notified of the findings and recommendations.

The State Court Administrator will issue a determination as expeditiously as possible.

If implementation cannot occur immediately due to the unavailability of budgeted funds, implementation shall occur retroactively when funds are provided pursuant to budgetary procedures. At that time, the Judicial Branch shall pay the employee reclassified or reallocated interest of 2/3 of one percent per month on all monies due as a result of the reclassification or reallocation from the date of the employee request until payment.

In the event of any approved reclassification initiated by management, the Human Resources Department will notify the employee in writing of the reclassification. The notice will include the reclassified job title, the effective date of the reclassification, and the employee's grade and step. Unless agreed upon by the employee, the reclassification will be effective no less than thirty (30) calendar days from the date of the written notice.

If a reclassification is submitted by an employee on or before the date of a management initiated request, the employee's reclassification request will be honored as set forth above.

MSEA shall be provided, when completed, with copies of any and all job analysis reports, classifications and reclassifications and pay level allocations and reallocations conducted by the Judicial Branch.

MSEA may appeal to final and binding arbitration a determination of the State Court Administrator on the classification, reclassification, allocation or reallocation of a position or classification. Such appeal shall be made within thirty (30) work days of the State Court Administrator's determination or within thirty (30) work days from the point at which MSEA becomes aware of such determination. Arbitration cases will be heard chronologically, by date of appeal, unless the parties mutually agree otherwise. The parties agree to utilize the services of the permanent arbitrator who shall be experienced in job evaluation disputes. The parties shall share equally the costs and expenses of the permanent arbitrator and each party shall bear the costs of preparing and presenting its own case.

The permanent arbitrator shall not assign any existing classification to a new salary level unless there has been a change in duties or labor market. The permanent arbitrator's decisions shall be final and binding on:

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- a. The combination or merging of classifications and the allocation of the resulting new classification to pay levels;
- b. Reclassification or pay level reallocation of positions;
- c. Assignment to classifications or the establishment and pay level allocation of new classifications for new positions;
- d. The establishment of separate classifications and pay level allocations for positions within the same classification.

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

**ARTICLE 53. Reduction in Force (2015)**

**Notice of Layoff**

The Branch agrees that it will use reduction in Force procedures only as a last resort. The Branch further agrees to make every effort to reduce expenses by other means than layoff.

When a reduction in the work force is necessary, the Judicial Branch will provide written notification to each affected employee of its intention to lay the employee off at least twenty (20) working days prior to the final date of employment. This Article shall not be interpreted to require the Branch to take actions that would impair its ability to fulfill its mission.

**Layoffs (2015)**

Seniority shall be the determining factor for layoffs and recall from layoff. An employee whose position is abolished or transferred shall, in lieu of layoff, be entitled to displace the least senior employee in the same or lower grade at the employee's worksite who is in a position for which the more senior employee is qualified, as determined by the Judicial Branch. An employee, who has received a layoff notice, must make the decision to displace another employee, in writing, within three (3) workdays of receiving the notice of layoff. Employees who are so displaced shall likewise be entitled to displace less senior employees, as described above.

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If layoffs become necessary, contracted/Manpower positions shall be subject to layoff and displacement prior to the Branch considering a reduction or displacement within this bargaining unit.

Employees on the layoff register shall have all insurance coverage provided for three (3) months commencing on the first day of the month following the day of layoff.

Employees whose positions are funded by grants for less than four (4) years initially are not eligible to displace other employees when their positions are abolished or transferred. Those who grants are initially funded for more than four (4) years are eligible to displace other employees when their positions are abolished or transferred.

For purposes of the above paragraph, "worksite" shall mean the facility in which the employee works. However, in the event of a worksite closing, an employee whose position is abolished shall, in lieu of layoff, be entitled to displace the least senior employee in the same or lower grade in a worksite up to thirty-five (35) miles from the employee's worksite, or the nearest worksite if all are beyond thirty-five (35) miles, who is in a position for which the more senior employee is qualified, as determined by the Judicial Branch.

### **Recall From Layoff**

Laid off employees shall remain on a layoff register for a period of two (2) years and shall have first preference, in order of seniority, for any available vacancy in a classification they were laid off from and preference over outside hiring for any vacancy in a classification for which they are qualified.

When recalling an employee, the Judicial Branch shall be required to provide only one (1) recall notice by certified mail to an employee to the last address on file with the AOC. Should an employee so notified, fail to respond within a period of seven (7) working days or, in responding, reject the offer of recall if such offer is to the same worksite or to one thirty-five (35) miles or less distant from the work site the employee was laid off from, that employee shall be deemed to have waived any and all recall rights, shall be removed from the recall list and shall be considered to have terminated service with the Judicial Branch; the Judicial Branch shall then proceed to notify the next most senior employee, and so on until the vacancy is filled or until the layoff list has been exhausted.

Employees who are laid off due to the exhaustion of an approved qualified leave under the Family Medical Leave Act and/or 26 M.R.S.A section 844 and any associated approved

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Leave Without Pay are eligible to be placed on the recall list for a period not to exceed twelve (12) months. Such employees shall not be considered to have refused recall if the employee is unable to return to work due to health reasons. Employees in this category must be medically cleared to return to work, as outlined in the Judicial Family Medical Leave Policy.

**ARTICLE 54. Responsibilities of the Parties**

The Judicial Branch and MSEA acknowledge the rights and responsibilities of the other party and each agrees to discharge its responsibilities under this Agreement. The MSEA, its officers and representatives at all levels, and all employees are bound to observe the provisions of this Agreement. The Judicial Branch and its officers and representatives at all levels are bound to observe the provisions of this Agreement.

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

a. Exclusive Negotiations. The Judicial Branch will not bargain collectively or meet with any employee organization other than MSEA with reference to terms and conditions of employment of employees covered by this Agreement. If any such organizations request meetings they will be advised by the Judicial Branch to transmit their requests concerning terms and conditions of employment to MSEA.

b. Employee Rights. There shall be no interference, intimidation, restraint, coercion, or discrimination by either the Judicial Branch or MSEA as a result of the exercise by any employee within the bargaining unit of the employee's statutory rights related to membership in MSEA or any other right granted under the Judicial Employees Labor Relations Act.

**ARTICLE 55. Retirement Contribution Refund**

Refund of an employee's accumulated contributions to the Member's Contribution Fund of the Maine Public Employees Retirement System should be made within forty-five (45) days after receipt by the System of an application for refund.

Law Enforcement Bargaining Unit Agreement

July 1, 2019-June 30, 2021

The Judicial Branch shall not be responsible for any economic impact that results from the failure of the Maine Public Employees Retirement System to implement the terms of this Agreement

This Article is not subject to the Grievance Procedure of this Agreement.

**ARTICLE 56. Rules and Regulations**

In the event of a conflict between the provisions of this Agreement and the Personnel Rules and Administrative Orders as promulgated by the Maine Supreme Judicial Court or other rules and regulations, as my promulgate from time to time, the provisions of this agreement shall apply.

**ARTICLE 57. Seniority (2019)**

1. Definition

Seniority shall be defined as the length of continuous service from the last date of hire in the Judicial Branch or from the date of transfer into the Judicial Branch from other branches of state government.

2. Posting (2019):

Once a determination is made that a vacancy will be filled, the Judicial Branch shall;

- A. Send an email to all Judicial Branch employees in the same job classification, inquiring whether they are interested in relocating to that worksite. Employees who are interested must respond to the email within three (3) workdays. If there is only one (1) employee interested, the employee will be considered for relocation, but management reserves the right to deny relocation. If the relocation request is denied, management must provide the employee with the specific reason for the denial. Relocation denial does not preclude the employee from applying via the formal interview process. If there are no employees who express interest, no mutually agreeable relocation, or if there is more than one (1) employee interested in relocating, the position will be posted, per the guidelines below.

## Law Enforcement Bargaining Unit Agreement

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- B. Post an in-house job announcement on the Judicial Branch intranet for a period of ten (10) days, which will include a specific courthouse location, and,
- C. May advertise externally concurrently with B.

### 3. Filling of Vacancies (2019)

For purposes of promotions, seniority shall be the determining factor when considering promotions provided that other qualifications are substantially equal. Qualifications shall mean: skills, abilities, experience, minimum education standards required and performance with special and preferential emphasis on the performance in the positions held over the most recent five (5) years of employment. Management shall consider and interview all internal applicants who meet the minimum requirements for a bargaining unit position.

- A. Offers are contingent on successful completion of a background check, and should an employee have criminal convictions or civil non-traffic convictions on record since their date of hire, they may be disqualified in accordance with the Background Check Policy.
- B. Promoted employees shall be assigned to a step in the higher pay grade that provides at least a one (1) step increase from their previous salary, but in no event shall a promoted employee be assigned to a step in the higher pay grade providing more than the equivalent of a three (3) step pay increase, unless step one (1) of the pay range into which the employee is promoted provides for greater than the equivalent of a three (3) step increase.

### 4. Termination / Rehire

When an employee who has terminated service with the Judicial Branch is rehired within four (4) months of termination, such employee shall have seniority from the last date of hire restored for all purposes along with any and all accrued benefit levels unused or unpaid at time of separation.

## **ARTICLE 58. Separation from Judicial Branch Employment (2019)**

### **Section 1. Required Notice. (2019)**

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All employees will be expected to provide a written notification of their intent to resign in good standing. Good standing shall be defined as the employee giving a written ten (10) working day notice in advance of the last day actually worked, and the employee actually working for the duration of the ten (10) working day notice period. Failure to provide ten (10) working days' notice prior to separation may be grounds for denial of accrued leave payouts. No vacation, personal, or compensatory leave shall be taken during the ten (10) working day notice. The only exceptions to this are for a) those taking vacation, personal, or compensatory leave that was scheduled prior to the ten (10) working day notice; or b) those employees who are on an approved medical leave and are not medically able to work prior to the ten (10) working day notice period.

Any employee who has resigned in good standing may withdraw said resignation, subject to the approval of the selecting authority.

### **Section 2. Payout of Accrued Leave. (2019)**

Employees who resign in good standing are eligible for payout of all accrued vacation and compensatory time. Employees are not eligible for payout of personal leave. In addition, employees who resign in good standing are eligible for accrued sick leave payouts as follows:

A separating employee who was hired on or before June 30, 2012, who has completed the new hire probationary period, who leaves in good standing, will be paid for each day of accrued vacation leave, all accrued but unused compensatory time and for fifty percent (50%) of the employee's accrued sick leave up to a maximum of fifty percent (50%) of seven hundred twenty (720) hours of the employee's accrued sick leave for a total of three hundred sixty (360) hours of paid unused sick leave. Payment will be made at the employee's salary or wage level at the separation date.

Any employee hired between July 1, 2012 and June 30, 2015, who has completed the new hire probationary period, who leaves in good standing, will be paid for each day of accrued vacation leave, all accrued but unused compensatory time and for fifty percent (50%) of the employee's accrued sick leave up to a maximum of fifty percent (50%) of four hundred (400) hours of accrued employees sick leave for a total of two hundred (200) hours of paid unused sick leave. Payment will be made at the employee's salary or wage level at the separation date.

Any employee hired on or after July 1, 2015, who has completed the new hire probationary period, who leaves in good standing, will be paid for each day of accrued vacation leave, all accrued but unused compensatory time, and for fifty percent (50%) of two hundred (200) hours of the employee's accrued sick leave for a total of one-hundred (100) hours of paid

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unused sick leave. Payment will be made at the employee's salary or wage level at the separation date.

Employees who resign or who are dismissed during their new hire probationary period will only be compensated for accumulated compensatory time.

Payout of accrued leave shall be made in eighty (80) hour increments and in separate checks, or in full at the employee's request, at the time of separation.

Once an employee provides written notice to retire, the Judicial Branch will notify MSEA of the employee's intent to retire so optional retirement benefits may be offered to the employee.

**Section 3. Job Abandonment. (2017)**

Failure to report to work shall be deemed a resignation from service if the employee fails to contact the Judicial Branch and does not report to work for three (3) consecutive scheduled workdays. The Judicial Branch may consider extenuating circumstances.

**ARTICLE 59. Security**

The policy, procedures, and manpower assigned to the Office of Judicial Marshals shall be the sole province of the Judicial Branch due to the need to adopt and maintain certain covert and unannounced practices with regard to the procedures used in connection with security issues and plans.

**ARTICLE 60. Severability or Savings Clause**

In the event that any article, section or portion of this Agreement is found to be invalid or unenforceable by a final decision of a tribunal of competent jurisdiction, then such specific article, section or portion specified in such decision or which is in such conflict or having such effect, shall be of no force or effect. Upon the issuance of such decision if either party requests, the parties shall negotiate a substitute for such specific article, section or portion thereof, provided that the remainder of this Agreement shall continue in full force and effect.

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**ARTICLE 61. State Employee Health Commission**

Should the employees of the Law Enforcement Bargaining Unit ever meet the criteria established by Law (Title 5, Chapter 13, Subchapter II, Section 285-A) regarding the State Employee Health Commission, the Branch will recognize this Units right to participate. Commission members who are covered by this Agreement may participate in the work of the Commission during work hours without loss of pay and benefits.

**ARTICLE 62. Statewide Law Enforcement Labor Management Forum (2013)**

In recognition that the parties strive to resolve issues informally, the parties agree to meet to discuss the issues/concerns specific to this unit in a small table labor/management forum from time to time. The intent of these meetings is to have informal discussions around matters of mutual interest and contract interpretation.

Based on operational needs, the unit members attending this committee shall receive leave for such purpose without loss of pay or benefits including necessary and reasonable travel time during normal working hours on the day of the meeting.

If travel distances involve one hundred (100) miles or more, employees will attend by video conference whenever possible. If video conference is not available, necessary and reasonable travel time outside of the meeting day shall be provided.

When the Statewide Labor Management Committee for the other MSEA bargaining units convenes and it is discussing topics that affect this bargaining unit, representatives of this bargaining unit may participate in this Committee, upon approval of both of the committee co-chairpersons.

The Forum shall have no authority to add too, delete from or modify this Agreement.

**ARTICLE 63. Training, Education and Career Mobility (2019)**

**Section 1: Mandatory Certification Training. (2017)**

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The Judicial Branch shall provide employees with the training necessary to maintain certification as Deputy Judicial Marshals. In the event that an employee is unable to attend such in-house training, the employer will identify training opportunities that exist outside of the Judicial Branch.

Participation in any training, approved by the Director of Judicial Marshals or his designee, inside or outside of work hours, that is required to maintain certification as a Deputy Judicial Marshal will be considered as time worked. This includes time spent traveling to and from such training.

The Judicial Branch shall also make available all rounds required for yearly mandatory qualifications. Personal range time shall not be considered hours worked unless it is part of a training program sanctioned by the Director of Judicial Marshals.

The parties agree to meet annually, upon request, to discuss the training needs of the law enforcement unit.

### **Section 2: Education and Career Mobility Fund.**

The Judicial Branch shall provide a fund identified as the Judicial Marshal Service Education and Career Mobility Fund. For the Law Enforcement Bargaining Unit, the fund shall be as follows: \$3,000 available at the beginning of each fiscal year.

The fund shall be utilized exclusively by the members of the Law Enforcement Bargaining Unit for Education and Career Training outside of the mandatory training required to maintain certification as a Deputy Judicial Marshal.

Employees shall be reimbursed upon presentation of necessary receipts to the AOC for tuition, course-related fees and other course related expenses for courses of study, seminars, conferences or other training program opportunities designed to enhance their jobs, enhance their careers within the Judicial Branch or provide career mobility to other bargaining unit jobs within the Judicial Branch.

### **Section 3: Technology Assistance (2019)**

Employees approved for courses of study or certificate programs through the Human Resources Training Department, shall be eligible for a one-time reimbursement for computer hardware and/or software. Such one-time reimbursement shall not exceed \$300.

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**ARTICLE 64. Union Membership and Dues Deduction (2019)**

**A. Union Membership**

1. Membership in MSEA-SEIU is not a condition of employment with the Judicial Branch.
2. Employees in positions covered by this Agreement may become members in MSEA-SEIU or drop their membership at any time, including during their first six (6) months of employment, by providing a written request to MSEA-SEIU.
3. MSEA-SEIU is solely responsible for processing any change to membership status.
4. MSEA-SEIU shall promptly notify the Judicial Branch of any validly executed membership application or request to drop membership.
5. In the event that the Judicial Branch receives a membership application or a request to drop membership directly from an employee, it shall promptly forward such application or request to MSEA-SEIU for processing.
6. It may take up to four (4) weeks to process a validly executed membership application or request to drop membership.

**B. Payroll Deduction**

1. MSEA-SEIU shall have exclusive rights to payroll deduction of membership dues and premiums for current MSEA-SEIU sponsored insurance programs. Deductions for other programs may be mutually agreed to by the parties.
2. The Judicial Branch agrees to deduct MSEA-SEIU membership dues, and premiums for current MSEA-SEIU sponsored insurance programs from the pay of those employees, including employees in their first six (6) months of employment, who execute a revocable written authorization for such payroll deductions, including electronic authorizations executed in accordance with Maine's Electronic Signature law, 10 M.R.S. §9407.
3. Employees who have already authorized such deductions shall not be required to submit new authorizations upon the execution of this Agreement.

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4. A validly executed authorization for payroll deduction is an agreement between the employee and MSEA-SEIU. The Judicial Branch agrees that it shall rely solely upon MSEA-SEIU for notice of such authorizations or cancellations or changes thereto.

5. MSEA-SEIU shall notify the Judicial Branch Controller, through the applicable agency payroll clerk, or any such authorizations, cancellations or changes thereto.

6. It may take up to four (4) weeks to process a validly executed authorization for payroll deduction or cancellations or changes thereto.

7. Any change in the amounts to be deducted shall be certified to the Director of Human Resources by the Treasurer of MSEA-SEIU at least thirty (30) days in advance of the change. The aggregate deductions of all employees shall be submitted to MSEA-SEIU together with an itemized statement as soon as practicable but no later than ten (10) workdays after such deductions are made.

**C. Indemnification**

MSEA-SEIU shall indemnify and hold the Judicial Branch harmless against any and all claims, suits, orders or judgments brought or issued against the Judicial Branch as the result of the action taken or not taken by the Judicial Branch under the provisions of this Article.

**ARTICLE 65. Use of Court Facilities**

With the permission of the appropriate authority or designee, and where space is available, MSEA may hold meetings on court premises. MSEA shall reimburse the Judicial Branch for any expense incurred in allowing such use of the space and/or equipment.

**ARTICLE 66. Work Locations: Assignments, Re-Assignments and Relocations (2019)**

**Section 1: Assignment (2019)**

Employees shall be assigned to a specific courthouse that is the official worksite (home court) of the employee.

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Employees assigned to a courthouse which is not their official worksite (home court), will be treated in the same manner as any employee regularly assigned to that location with regard to court closures, provided that the employee has begun their assigned shift before the closure is announced or occurs.

### **Section 2: Reassignments**

A reassignment is a temporary change in an employee's official worksite. Temporary assignments shall last no longer than 30 days, unless extended by mutual agreement. Employees who are re-assigned shall be compensated for travel and mileage associated with the re-assignment for the duration of the re-assignment.

### **Section 3: Reassignment due to temporary court closure**

When any courthouse is to be closed temporarily, employees shall be reassigned to the worksite closest to the employees' home location, based on operational needs. Employees who are re-assigned shall be compensated for travel and mileage associated with the re-assignment for the duration of the re-assignment.

### **Section 4: Relocation**

When relocation is necessary and the relocation is not mutually agreed to, the branch shall direct relocation based on inverse seniority. Any employee directed to relocate who does not agree with the relocation shall have the right to accept layoff in line with the reduction in workforce article of this agreement.

An employee shall be reimbursed for relocation expenses when reassigned or transferred to a work location thirty-five (35) miles or more distant from an employee's previous one. The relocation must be caused by the reassignment or transfer and must extend beyond the employee's commute.

The employee shall provide verification for all expenses, including those actual expenses incurred when an employee moves themselves.

In order to be eligible for reimbursement, the employee must move within twelve (12) months of written notification of relocation. If the employee is given notice of ninety (90) days or more, the employee is entitled to be reimbursed for one (1) relocation. If the employee is

## Law Enforcement Bargaining Unit Agreement

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given notice less than ninety (90) days, the employee is entitled to reimbursement for two (2) relocations and shall include all reasonable costs associated with the relocation as long as they have receipts to support the request for reimbursement.

Employees who are permanently relocated shall be reimbursed for moving expenses which include the actual cost of the truck rental, mileage and fuel, not to exceed the reasonable cost of a common carrier or the reasonable and actual cost incurred by the employee to move by common carrier. With notice less than ninety (90) days moving expenses may also include temporary housing and storage. Meals shall also be reimbursable as set forth in the Judicial Branch policy.

This clause shall not apply to transfers requested by the employee, or promotions or to employees recalled from layoff to other than their former work location.

Unless specific requirements dictate otherwise, transfers and reassignments from one worksite to a new worksite 35 miles or more from the employee's previous worksite, shall be on a voluntary basis from among qualified employees who occupy the same job classification and with the same number of authorized hours. The procedure to determine the position to be transferred or reassigned shall take place as follows:

1. The most senior employee who is: a) qualified to perform the job duties of the position; b) in the same job classification; and c) is authorized to work the same number of hours as the position being transferred/reassigned, shall be entitled to the transfer or relocation.
2. If there are no qualified volunteers, the least senior employee who is: a) qualified to perform the job duties of the position; b) in the same job classification; and c) is authorized to work the same number of hours as the position being transferred/reassigned, shall be transferred or reassigned.

When an employee is permanently transferred or reassigned to new work location under this Article, he/she will have the option, in lieu of relocation, to have recall rights under the Seniority Article of this Agreement as though he/she were laid off as of the effective date of the transfer or reassignment.

### **ARTICLE 67. Workers' Compensation**

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The Judicial Branch agrees to make every effort to promptly pay all compensation awards in accordance with the decisions of the Workers' Compensation Commission and to process voluntary agreement on lost wage payments as expeditiously as possible.

Employees on workers' compensation leave shall be granted such leave for a period not to exceed twelve (12) months and employees on such leave shall have their seniority and benefit levels continue to accrue for the duration of the leave. Additionally, the Judicial Branch shall provide and pay the current premium rate for the employee's health and dental insurance coverage for the duration of the leave. The employee shall continue to be responsible for the employee's premium co-pay for dependent health and dental coverage.

If, at the expiration of the twelve (12) month period, the employee is still unable to perform the duties of his/her job, the employee may be terminated by the Judicial Branch. If the employee provides a physician's statement within thirty (30) days of the expiration of leave stipulating that a return to full capacity will occur within six (6) months, then the Judicial Branch will extend the leave on a "one-time only basis." The employee will be automatically terminated on the new date unless the employee returns to work able to perform the duties of the job. Termination under this Article shall not be considered disciplinary in any way.

### **ARTICLE 68. Work Rules**

The Judicial Branch may change or adopt work rules during the term of this Agreement. Any such change must be consistent with the terms and provisions of this Agreement.

Whenever such work rules are to be changed or adopted, they shall be provided to MSEA and be posted on bulletin boards in the appropriate work location fourteen (14) days before they are to become effective.

Upon request by MSEA the Judicial Branch will meet and consult with MSEA on the proposed change or new rules.

### **ARTICLE 69. Work Stoppage, Slowdown and Lockouts**

MSEA and its members and officers shall not engage in, condone, approve, prepare for or authorize any strike, work stoppage or slowdown. Neither shall the Judicial Branch lockout its employees during the term of this Agreement.

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Work stoppage or slowdown includes a concerted failure by employees to report to work; a concerted absence of employees from work; a concerted stoppage of performing duties; or a concerted slowdown in the full and faithful performance of duties.

Both Parties Acknowledge that engaging in a strike, work stoppage or slowdown is illegal under Maine Law.

### **Law Enforcement Supervisory Addendum (2019)**

Per the unit clarification agreement this bargaining unit contract will include a Supervisory Addendum in order to address issues specific to the Supervisory roles of Sergeants and Captains.

#### **Section 1. Conflict of Interest.**

Supervisory employees in the unit have an obligation to exercise the duties of their position without regard to bargaining unit composition or affiliation and the MSEA will not communicate directly or indirectly if the exercise of those duties is a conflict of interest.

#### **Section 2. Training (2019).**

All supervisory personnel shall be provided training to become proficient in all subject areas for which they are responsible or accountable, as approved by the Director of State Judicial Marshals. Requests shall not be unreasonably denied.

All supervisory personnel (not restricted to Supervisory bargaining unit) shall be provided training to become proficient in the following subject areas for which they are responsible or accountable:

- a. Performance Evaluation
- b. Safety and Health Procedures

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- c. Hiring Procedures
- d. Prevention of Discrimination and Sexual Harassment
- e. Grievance Handling and Contract Administration
- f. Personnel Administration
- g. Worker's Compensation
- h. Employee Assistance Programs
- i. Supervisory Skills
- j. Discipline in a Union Environment \*

Training in the above subject areas is mandatory for newly hired supervisory employees. Thereafter, said training shall be offered to incumbent supervisors and other employees upon request on an annual basis.

\*All Judicial Branch supervisors (not restricted to Supervisory Bargaining Unit) shall be required to attend an in-person Discipline in the Union Environment class at least once every two (2) calendar years.

### **Section 3: Scope of Authority.**

The Parties agree that Sergeants and Captains are expected to supervise numerous subordinates across different worksites. Therefore, Sergeants and Captains will be afforded the flexibility in their schedule to travel to those worksites where they have supervisory responsibilities, in order to effectively supervise their subordinates.

### **Section 4. Law Enforcement Supervisory Education Fund.**

The Judicial Branch shall provide a fund identified as the Law Enforcement Supervisory Employee Education Fund. This fund shall be utilized exclusively by the supervisors, for education and career training needs outside of mandatory training required to maintain certification as a Deputy Judicial Marshal.

Law Enforcement Bargaining Unit Agreement

July 1, 2019-June 30, 2021

This fund shall include no less than \$500.00 dollars available at the beginning of each fiscal year.

This fund shall be administered in the same manner as the Law Enforcement Education Fund as outlined in this Agreement.

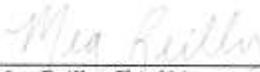
**Section 5. Equipment.**

Supervisors will be provided with all tools and equipment necessary to perform their job effectively, as approved by the Judicial Branch.

Law Enforcement Bargaining Unit Agreement

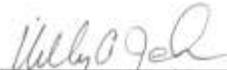
July 1, 2019-June 30, 2021

IN WITNESS THEREOF, the parties hereto have caused this Law Enforcement Unit Collective Bargaining Agreement to be executed on the date shown below.

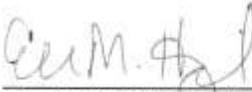
  
\_\_\_\_\_  
Meg Reilly, Chief Negotiator  
MSEA SEIU Local 1989

  
\_\_\_\_\_  
James T. Glessner, State Court  
Administrator

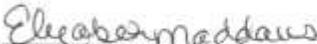
  
\_\_\_\_\_  
Peter Baker, Team Captain

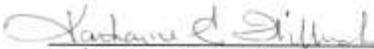
  
\_\_\_\_\_  
Kelly John, Director of  
Human Resources

  
\_\_\_\_\_  
Mike Mayberry, Team Member

  
\_\_\_\_\_  
Ellen Hjelm, Director of  
Budget & Accounting

  
\_\_\_\_\_  
Tim Roy, Team Member

  
\_\_\_\_\_  
Elizabeth Maddaus, Manager of  
Clerks of Courts

  
\_\_\_\_\_  
Katharine Wiltuck, Director of  
Process, Planning and Services

  
\_\_\_\_\_  
Mike Coty, Director of Judicial Marshals  
And Emergency Services

Date: \_\_\_\_\_

Date: 8/28/2019

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**Grade 8**

Salary Specification = 38, 39

	Beginning of pay week commencing closest to 4/1/2019	Beginning of pay period including 9/1/2019	Beginning of pay period including 7/1/2020
	Hourly Rate	Hourly Rate	Hourly Rate
Step 1	\$ 15.12	\$ 15.57	\$ 16.04
Step 2	\$ 15.71	\$ 16.18	\$ 16.67
Step 3	\$ 16.50	\$ 17.00	\$ 17.51
Step 4	\$ 17.38	\$ 17.90	\$ 18.44
Step 5	\$ 18.20	\$ 18.75	\$ 19.31
Step 6	\$ 18.91	\$ 19.48	\$ 20.06
Step 7	\$ 19.68	\$ 20.27	\$ 20.88

**Grade 9**

Salary Specification = 38, 39

	Beginning of pay week commencing closest to 4/1/2019	Beginning of pay period including 9/1/2019	Beginning of pay period including 7/1/2020
	Hourly Rate	Hourly Rate	Hourly Rate
Step 1	\$ 16.02	\$ 16.50	\$ 17.00
Step 2	\$ 16.68	\$ 17.18	\$ 17.70
Step 3	\$ 17.52	\$ 18.05	\$ 18.59
Step 4	\$ 18.40	\$ 18.95	\$ 19.52
Step 5	\$ 19.31	\$ 19.89	\$ 20.49
Step 6	\$ 20.05	\$ 20.65	\$ 21.27
Step 7	\$ 20.86	\$ 21.49	\$ 22.13

**Grade 10**

Salary Specification = 38, 39

	Beginning of pay week commencing closest to 4/1/2019	Beginning of pay period including 9/1/2019	Beginning of pay period including 7/1/2020
	Hourly Rate	Hourly Rate	Hourly Rate
Step 1	\$ 16.98	\$ 17.49	\$ 18.01
Step 2	\$ 17.65	\$ 18.18	\$ 18.73
Step 3	\$ 18.55	\$ 19.11	\$ 19.68
Step 4	\$ 19.48	\$ 20.06	\$ 20.66
Step 5	\$ 20.47	\$ 21.08	\$ 21.71
Step 6	\$ 21.27	\$ 21.91	\$ 22.57
Step 7	\$ 22.11	\$ 22.77	\$ 23.45

**Grade 11**

Salary Specification = 38, 39

	Beginning of pay week commencing closest to 4/1/2019	Beginning of pay period including 9/1/2019	Beginning of pay period including 7/1/2020
	Hourly Rate	Hourly Rate	Hourly Rate
Step 1	\$ 18.07	\$ 18.61	\$ 19.17
Step 2	\$ 18.79	\$ 19.35	\$ 19.93
Step 3	\$ 19.70	\$ 20.29	\$ 20.90
Step 4	\$ 20.72	\$ 21.34	\$ 21.98
Step 5	\$ 21.75	\$ 22.40	\$ 23.07
Step 6	\$ 22.61	\$ 23.29	\$ 23.99
Step 7	\$ 23.52	\$ 24.23	\$ 24.96

**Grade 12**

Salary Specification = 38, 39

	Beginning of pay week commencing closest to 4/1/2019	Beginning of pay period including 9/1/2019	Beginning of pay period including 7/1/2020
	Hourly Rate	Hourly Rate	Hourly Rate
Step 1	\$ 19.31	\$ 19.89	\$ 20.49
Step 2	\$ 20.04	\$ 20.64	\$ 21.26
Step 3	\$ 21.05	\$ 21.68	\$ 22.33
Step 4	\$ 22.09	\$ 22.75	\$ 23.43
Step 5	\$ 23.21	\$ 23.91	\$ 24.63
Step 6	\$ 24.15	\$ 24.87	\$ 25.62
Step 7	\$ 25.12	\$ 25.87	\$ 26.65

**Grade 13**

Salary Specification = 38, 39

	Beginning of pay week commencing closest to 4/1/2019	Beginning of pay period including 9/1/2019	Beginning of pay period including 7/1/2020
	Hourly Rate	Hourly Rate	Hourly Rate
Step 1	\$ 20.62	\$ 21.24	\$ 21.88
Step 2	\$ 21.49	\$ 22.13	\$ 22.79
Step 3	\$ 22.56	\$ 23.24	\$ 23.94
Step 4	\$ 23.66	\$ 24.37	\$ 25.10
Step 5	\$ 24.84	\$ 25.59	\$ 26.36
Step 6	\$ 25.86	\$ 26.64	\$ 27.44
Step 7	\$ 26.90	\$ 27.71	\$ 28.54

Law Enforcement Bargaining Unit Agreement

July 1, 2019-June 30, 2021

**Grade 14**

Salary Specification = 38, 39

	Beginning of pay week commencing closest to 4/1/2019	Beginning of pay period including 9/1/2019	Beginning of pay period including 7/1/2020
	Hourly Rate	Hourly Rate	Hourly Rate
Step 1	\$ 22.17	\$ 22.84	\$ 23.53
Step 2	\$ 23.07	\$ 23.76	\$ 24.47
Step 3	\$ 24.26	\$ 24.99	\$ 25.74
Step 4	\$ 25.47	\$ 26.23	\$ 27.02
Step 5	\$ 26.75	\$ 27.55	\$ 28.38
Step 6	\$ 27.83	\$ 28.66	\$ 29.52
Step 7	\$ 28.94	\$ 29.81	\$ 30.70

**Grade 15**

Salary Specification = 38, 39

	Beginning of pay week commencing closest to 4/1/2019	Beginning of pay period including 9/1/2019	Beginning of pay period including 7/1/2020
	Hourly Rate	Hourly Rate	Hourly Rate
Step 1	\$ 23.89	\$ 24.61	\$ 25.35
Step 2	\$ 24.85	\$ 25.60	\$ 26.37
Step 3	\$ 26.11	\$ 26.89	\$ 27.70
Step 4	\$ 27.41	\$ 28.23	\$ 29.08
Step 5	\$ 28.76	\$ 29.62	\$ 30.51
Step 6	\$ 29.92	\$ 30.82	\$ 31.74
Step 7	\$ 31.12	\$ 32.05	\$ 33.01

**Grade 16**

Salary Specification = 38, 39

	Beginning of pay week commencing closest to 4/1/2019	Beginning of pay period including 9/1/2019	Beginning of pay period including 7/1/2020
	Hourly Rate	Hourly Rate	Hourly Rate
Step 1	\$ 25.83	\$ 26.60	\$ 27.40
Step 2	\$ 26.82	\$ 27.62	\$ 28.45
Step 3	\$ 28.15	\$ 28.99	\$ 29.86
Step 4	\$ 29.56	\$ 30.45	\$ 31.36
Step 5	\$ 31.05	\$ 31.98	\$ 32.94
Step 6	\$ 32.28	\$ 33.25	\$ 34.25
Step 7	\$ 33.59	\$ 34.60	\$ 35.64

**Grade 17**

Salary Specification = 38, 39

	Beginning of pay week commencing closest to 4/1/2019	Beginning of pay period including 9/1/2019	Beginning of pay period including 7/1/2020
	Hourly Rate	Hourly Rate	Hourly Rate
Step 1	\$ 27.95	\$ 28.79	\$ 29.65
Step 2	\$ 29.11	\$ 29.98	\$ 30.88
Step 3	\$ 30.57	\$ 31.49	\$ 32.43
Step 4	\$ 32.11	\$ 33.07	\$ 34.06
Step 5	\$ 33.69	\$ 34.70	\$ 35.74
Step 6	\$ 35.02	\$ 36.07	\$ 37.15
Step 7	\$ 36.42	\$ 37.51	\$ 38.64

**Grade 18**

Salary Specification = 38, 39

	Beginning of pay week commencing closest to 4/1/2019	Beginning of pay period including 9/1/2019	Beginning of pay period including 7/1/2020
	Hourly Rate	Hourly Rate	Hourly Rate
Step 1	\$ 30.38	\$ 31.29	\$ 32.23
Step 2	\$ 31.59	\$ 32.54	\$ 33.52
Step 3	\$ 33.15	\$ 34.14	\$ 35.16
Step 4	\$ 34.83	\$ 35.87	\$ 36.95
Step 5	\$ 36.57	\$ 37.67	\$ 38.80
Step 6	\$ 38.02	\$ 39.16	\$ 40.33
Step 7	\$ 39.54	\$ 40.73	\$ 41.95