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COLLECTIVE BARGAINING AGREEMENT

COUNTY OF PENOBSCOT

AND

**COUNCIL 93 OR THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES**

**REPRESENTING THE
PENOBSCOT COUNTY SHERIFF'S OFFICE
CORRECTIONS LINE UNIT**

LOCAL 1828-12

EXPIRES DECEMBER 31, 2021

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1 **ARTICLE 1 - PREAMBLE**

2
3 This agreement is entered into between the Penobscot County Commissioners hereinafter
4 referred to as Commissioners or the Employer, and Council No. 93 of the American Federation
5 of State, County and Municipal Employees, hereinafter referred to as the Union.
6

7 Pursuant to the provisions of the Municipal Public Employees Labor Relations law, the parties
8 hereto have entered into this Agreement in order to establish mutual rights, preserve proper
9 employee morale and to promote effective and efficient operations.
10

11 The parties hereby mutually agree that no County employee will be discriminated against on the
12 basis of his or her membership, participation or non-participation in the activities of the Union.

13 The County agrees to continue its established policy against all forms of illegal discrimination,
14 including: a) discrimination with regard to race, creed, color, national origin, sex, marital status,
15 age, sexual orientation, religion, and/or physical or mental disability unless based upon a bona
16 fide occupational qualification; and b) intimidation or harassment on the basis of race, creed,
17 color, national origin, sex, marital status, age, sexual orientation, religion, and/or physical or
18 mental disability. The County will offer reasonable accommodation to qualified employees with
19 disabilities, where accommodation does not conflict with established seniority rights, and where
20 with reasonable accommodation the employee can perform the essential functions of the position
21 without undue hardship to the County or direct threat to health and safety of the employee or
22 others. The Union agrees to support this policy.
23

24 The Union agrees to continue its policy to admit all members to membership and to represent all
25 members without regard to race, creed, color, national origin, sex, marital status, age, and/or
26 physical or mental disability.
27

28 The Union agrees to support the County's current Affirmative Action Program, which complies
29 with or is mandated by applicable State and Federal Law.
30

1 The Union and the County agree that discrimination, intimidation or harassment of employees,
2 including sexual harassment in all of its various forms is unacceptable conduct and will not be
3 condoned or tolerated by the Union or the County.

4 All references in this Agreement to employees of the male gender are used for convenience only
5 and shall be construed to include both male and female employees.

6 7 **ARTICLE 2 - RECOGNITION**

8
9 The Bargaining Unit governed by this Agreement is a Corrections Bargaining Unit established
10 by an Agreement of the parties to proceedings before the Maine Labor Relations Board on
11 December 28, 1981 excepting Supervisory titles pursuant to the Voluntary Recognition Form
12 dated October 9, 1987. Furthermore, the parties have agreed to include in this Bargaining Unit
13 the position of Corrections Officer, Transport Officer, Clerical Specialist, Public Works Officer,
14 and Cook.

15
16 The employer recognizes the Union as the sole and exclusive Bargaining Agent for all regular
17 full time County employees in the Unit for purposes of negotiating salaries, wages, hours of
18 work and all other working conditions for the said employees within the Bargaining Unit.

19 **ARTICLE 3 - CHECK-OFF**

20
21 The Employer agrees to deduct the Union membership initiation fee, regular monthly dues and
22 benefit premiums from the pay of those employees who individually request in writing that such
23 deductions is made. The amount to be deducted shall be certified to the Employer by the Union
24 and the Employer will forward all such collections to the ~~Secretary-Treasurer of the Union~~
25 **AFSCME Council 93 Boston Business office at 8 Beacon Street Boston Ma.** on a monthly
26 **basis. All dues and fees collected shall be submitted to AFSCME Council 93. All premiums**
27 **deducted shall be forward to the address supplied to the County by AFSCME Council 93.** The
28 Union shall indemnify and hold the Employer harmless against all claims and suits which may
29 arise by reason of any action regarding deductions of said dues and remitting the same to the
30 Union pursuant to this Article. The employee authorization shall be irrevocable during the term
31 of this Agreement except that any employee may revoke the authorization by submitting such

1 written request to the Employer and the Union during a thirty- (30) day period prior to the
2 expiration date of the Agreement.

3

4

ARTICLE 4 - UNION SECURITY

5

6 Each employee who does not join the Union within thirty (30) days of the signing of this
7 Agreement or not later than thirty (30) days after the completion of his probationary period,
8 whichever occurs later, may be required by the Union to pay to the Union a representation fee if
9 that employee seeks individual representation services from the Union during the term of this
10 Agreement in grievance or arbitration proceedings. It shall be the Union's responsibility to
11 determine the representation fee to be paid by non-members who seek individual representation
12 services and the Union shall indemnify the Employer against any and all claims, suits or other
13 liabilities regarding the determination, collection or enforcement of these representation fees,
14 including attorney's fees and costs.

15

16 It shall be the sole responsibility of the Union to collect its dues or representation fees from
17 members and non-members alike. Employees may elect to have their dues or representation fees
18 deducted pursuant to this contract. The payment of dues or representation fees shall not be
19 considered a condition of employment and the Employer shall not be required to take action
20 against any employee who shall fail to pay dues or other such fees.

21

22

ARTICLE 5 - HOLIDAYS

23

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

25

26 New Year's Day	Labor Day
27 Martin Luther King Day	President's Day
28 Patriot's Day	Memorial Day
29 Independence Day	Columbus Day
30 Veteran's Day	Thanksgiving Day
31 Day after Thanksgiving Day	Christmas Day

32

1 The observed holiday will be considered the Holiday. If an employee works on any of the
2 holidays listed, he shall be paid one and one-half (1 ½) times his regular rate of pay for hours
3 actually worked plus eight- (8) hours holiday pay. If the holiday occurs on an employee's
4 scheduled day off or on a vacation day, he shall be paid eight (8) hours for the unworked holiday.
5 If an employee loses a workday because of the Holiday, the employee will receive a normal
6 day's pay as Holiday pay.

7 Employees who work on December 25th (Christmas) shall be paid two and one-half (2 ½) times
8 his regular rate of pay for hours actually worked plus 8 hours holiday pay. If an employee works
9 both the actual and observed Christmas holiday, the employee shall be paid his regular rate of
10 pay for hours worked on the observed holiday.

11

12 To be eligible for holiday pay, the employee must have worked his last scheduled workday prior
13 to the holiday and his first regularly scheduled workday after the holiday. For this purpose,
14 authorized leave shall be considered a scheduled workday.

15

16 Employees on paid leave shall be eligible for holiday pay as set forth above. Employees on
17 unpaid leave shall not be eligible for holiday pay. Employees on intermittent unpaid leave and
18 who work ½ of their normal workweek in the week that the holiday occurs shall be entitled to
19 holiday pay.

20

21 **ARTICLE 6 - SENIORITY**

22

23 **Seniority Defined.** Seniority means an employee's length of continuous service with the
24 Employer since his last date of full-time hire. Each year the Employer shall post on all bulletin
25 boards a seniority list showing the continuous service of each employee. A copy of the seniority
26 list shall be furnished to the local Union when it is posted. Seniority, as it relates to experience
27 for a given bargaining unit position, shall be a factor considered by the Employer as to hiring,
28 promotions, transfers or layoffs.

29

30 The following are identified and recognized as specific divisions within the Sheriff's
31 Department: Corrections and Transports.

1 **Position Vacancies.** When the Sheriff decides to fill a vacant position, notice of the vacancy
2 shall be posted on the bulletin boards for a period of seven (7) calendar days and the Sheriff may
3 simultaneously advertise for qualified outside candidates. During this period, any employee
4 meeting the minimum qualifications may apply for the posted position. The Sheriff shall utilize
5 a process that involves a candidate oral board(s) and background investigation prior to making
6 any promotional decision. The background investigation shall consist of, at a minimum, a review
7 of the candidate's personnel file, performance evaluations, job performance, employment
8 references, training and qualifications for the job, and overall performance with the agency. The
9 process may include a job specific test. The Sheriff shall make decisions based upon the totality
10 of the above information. If the ability, qualifications, and past job performance of applicants for
11 a position are equal, the Sheriff shall then select the applicant who has the greatest seniority with
12 the Penobscot County Sheriff's Office. Any employee meeting the minimum qualifications and
13 who is not considered a viable candidate shall be granted an administrative oral interview for the
14 purpose of career counseling.

15
16 **Minimum Staffing Levels.** The Sheriff's Department shall staff in accordance with Department
17 of Corrections and staffing requirements, and no fewer than six (6) male corrections officer
18 positions and two (2) female corrections officer positions per shift for the corrections security
19 schedule. This provision shall not be interpreted to mean the County of Sheriff's Department
20 intends to reduce or increase the current staffing levels. In the event that an officer bids for a
21 position on a different shift and is denied due solely to minimum staffing reasons, then that
22 employee shall be entitled to move to that position as soon as minimum staffing allowances
23 allow for this move. In no event shall this delay exceed one-hundred (120) days.

24
25 If an employee has not been allowed to move to a posted shift assignment due to minimum
26 staffing reasons, then that employee may arrange for another employee to voluntarily swap shift
27 rotations, until such time that minimum staffing allowances are met, and allow for the original
28 posted shift assignments to be awarded.

29
30 **Temporary Assignments.** In the case of a bona fide situation occurring after the execution of
31 this contract, the Sheriff shall have the right to make a temporary assignment. This assignment
32 shall not last for more than ninety (90) days beyond the date when the assignment actually

1 begins. When the Sheriff begins the temporary assignment, he shall notify the Union of the
2 beginning date and the date upon which the ninety (90) days would expire. After ninety (90)
3 days, the position must be posted, or a decision made not to fill the position.

4
5 In the case of a bona fide situation to include temporary vacancies created by leaves of absences,
6 intergovernmental/interdepartmental assignments, the Sheriff shall have the right to make a
7 temporary assignment for the period of time during which said vacancy exists.

8
9 **Transfers and Layoffs.** With regard to transfers, seniority as it relates to experience for a given
10 bargaining unit position, shall be a factor considered by the Employer. A “transfer” shall mean a
11 lateral movement to a position in the same pay range. In cases of layoffs, the least senior
12 employee within a classification shall be laid off or may bump a more junior employee in a
13 classification which reflect duties and responsibilities once performed by the affected employee
14 or in a classification the affected employee has previously held. If an employee is displaced due
15 to layoff and/or bumping, the employee will be offered part time employment as a corrections
16 officer in the Department. If the employee accepts, they will receive the highest wage rate for
17 part time employees and will be offered the maximum number of hours per week allotted to part
18 time employees as determined by the Sheriff or his designee. If an employee declines the offer
19 to work as part time corrections officer, such decision shall not affect their recall rights under the
20 contract. The County shall give employees about to be laid off a fourteen- (14) calendar day
21 notice of such lay off. Any employee laid off shall have recall rights to any vacant positions in
22 their classification for a period of one (1) year. No new employee shall be hired until all
23 employees on lay off status have been recalled. Employees on lay off status are responsible to
24 notify the County of any change in address in writing by registered mail. Recall will be by
25 registered mail, employee must respond within two weeks of receipt of notice, or lose all recall
26 rights. Any employee who is activated and deployed by the United States military during layoff
27 status shall retain recall rights for a period of ninety (90) days beyond the termination of the
28 deployment. The employee must provide the Sheriff with his military orders and or extensions
29 within ninety (90) days of the termination of the deployment.

1 **Bumping From Supervisory Unit.** In the event of a layoff, employees may be demoted back
2 into this unit from the Supervisory Unit. Their seniority shall be determined by their first date of
3 full time hire as a full time employee for all purposes addressed in this agreement, except that an
4 employee demoted into this unit shall assume the shift position held by the least senior employee
5 in the unit.

6 **ARTICLE 7 - VACATIONS**

7
8 Full-time employees are entitled to two- (2) weeks' vacation after one (1) year of service. An
9 employee may take one (1) week of the entitled vacation after nine (9) months of service from
10 last date of full-time hire provided, in the opinion of the department head, it will not cause a
11 hardship on the Department. Vacations may be accumulated to a maximum of four (4) weeks.
12 After six (6) years of service, an employee is entitled to three (3) weeks vacation, accumulated
13 up to five (5) weeks. After fifteen (15) years of service, an employee is entitled to four (4) weeks
14 vacation, accumulated up to six (6) weeks. After twenty (20) years of service, an employee is
15 entitled to five (5) weeks vacation, accumulated up to seven (7) weeks. Accumulated vacation
16 pay will be paid to the employee upon retirement or termination or to the beneficiary upon death.

17
18 For the purpose of accruing vacation leave, a week is equal to the number of hours listed in
19 Article 14: Hours of Work for the position that the employee holds. Employees will accrue each
20 month 1/12 of the total hours they are eligible to earn for the year. Upon thirty (30) days written
21 notice, and only one time per year, an employee who has accumulated vacation leave, may sell
22 back to the County up to one (1) week of accumulated vacation leave.

23
24 Employees will have the opportunity in December of each year of the contract to sign up for
25 those weeks during the coming year in which they wish to take vacation time. Vacations, where
26 possible, shall be granted for the time requested by the employee. The nature of the work may
27 make it necessary to limit the number of employees on vacation at the same time. When granting
28 vacation requests the employee with the greatest seniority shall be given their choice of vacation,
29 except that employees who request vacation in weekly increments may be given preference over
30 employees who request vacation in daily increments. Any request for or change in vacation
31 times after the initial sign-up period shall be acted upon at the discretion of the Sheriff. Such
32 requests must be submitted in writing (emergency leave may be verbal) prior to the vacation time

1 requested in order to be considered by the Sheriff. The Sheriff shall respond to the request
2 within two- (2) weeks of the request being submitted. Approved vacation leave shall be utilized
3 at straight rate (i.e. eight- (8) hours approved vacation shall be deducted as eight (8) - hours
4 vacation utilized. Unauthorized leave shall be deducted as vacation leave at one and one-half
5 times (1 ½) the actual time taken (i.e. eight- (8) hours unauthorized leave shall be deducted as
6 twelve- (12) hours vacation utilized). Unauthorized leave may be subject to discipline.

7
8 Vacation requests that have been received after the final schedule has been posted may be
9 approved for emergency reasons.

10
11 Employees are responsible for ensuring any County vehicle in their possession is left at the
12 Sheriff's office or other designated location prior to the beginning of their vacation.

13
14 Employees on paid leave shall continue to accrue vacation leave benefits. Employees on unpaid
15 leave, shall not be entitled to the accrual of vacation leave benefits for the duration of such
16 unpaid leave. Employees on intermittent unpaid leave, and who work an average of one-half
17 (1/2) of their normal work hours in a calendar month shall be entitled to the accrual of vacation
18 leave benefits for that calendar month.

19
20 Employees may donate up to two weeks of accrued vacation or sick time annually to full-time
21 employees who have exhausted all sick and vacation leave. Such donated time may be used only
22 for medical emergencies and must be approved by the Department Head. Such donated time will
23 be applied on a day-for- day basis, a day donated is a day used. The recipient of such donated
24 time does not accrue vacation or sick leave. The recipient may continue their health insurance
25 benefit by continuing to pay their portion of the monthly premium through payroll deduction.

26 27 **ARTICLE 8 - SICK LEAVE**

28
29 Employees shall accrue eighty four (84) hours of sick leave per year. Employees shall start to
30 accrue sick leave from their date of full-time hire. Employees will accrue but may not use paid
31 sick leave until nine- (9) months from the last date of full-time hire. Any accumulation over

1 seven hundred twenty (720) hours shall be placed in a sick leave bank, which can be used by the
2 employee for any long-term illness. Any such time shall not be calculated for pay at time of
3 separation. At the time of separation in good standing from the County, those employees with
4 fifteen- (15) or more consecutive years of service with the County shall be paid one-half- (1/2) of
5 their accumulated non-bank sick leave not to exceed two hundred forty (240) hours and up to one
6 hundred twenty (120) hours of their accumulated bank sick leave paid at their current rate of pay
7 as of the date of separation. At the time of separation in good standing from the County, those
8 employees with twenty-five- (25) or more consecutive years of service with the County shall be
9 paid one-half- (1/2) of their accumulated non-bank sick leave not to exceed three hundred sixty
10 (360) hours and up to one hundred sixty (160) hours of their accumulated bank sick leave paid at
11 their current rate of pay as of the date of separation.

12
13 Employees will accrue each month one twelfth (1/12) of their annual sick leave allotment as
14 described in paragraph one of this Article.

15
16 Employees who are absent due to personal illness/injury and who do not have accumulated sick
17 leave shall be required to utilize accrued vacation leave at one and one-half (1 ½) times straight
18 rate unless a properly completed Medical Information Form is submitted upon return to duty,
19 then the employee will utilize accumulated vacation leave benefit at straight rate to cover the
20 absence. One-half- (1/2) shift shall be deducted from accrued sick leave when use of sick leave is
21 for less than one-half- (1/2) of a scheduled shift after the employee has reported to work.

22
23 Those employees who do not use sick leave in a calendar month shall be awarded two (2) hours
24 incentive time to be converted to vacation leave for that calendar month. Such time will be
25 applied on the first pay period of the following month. Those employees do not use sick leave
26 during a calendar year shall be awarded an additional eight (8) incentive hours to be converted to
27 vacation leave.

28
29 Employees on paid leave shall continue to accrue sick leave benefits. Employees on unpaid
30 leave, shall not be entitled to the accrual of sick leave benefits for the duration of such unpaid
31 leave. Employees on intermittent unpaid leave, and who work an average of one-half (1/2) of

1 their normal work hours in a calendar month shall be entitled to the accrual of sick leave benefits
2 for that calendar month.

3
4 Employees who have requested vacation leave and been denied and who report in sick for the
5 same day(s) requested, shall have their time deducted as unauthorized leave (i.e. eight (8) hours
6 unauthorized leave shall be deducted as twelve (12) hours vacation utilized).

7
8 **Fitness for Duty:** Employees shall be required to maintain the level of medical, psychological
9 and physical fitness necessary to perform the functions of their position relative to their job
10 description. If the Sheriff or his designee has reason to believe that an employee is not fit for
11 duty, the Sheriff or his designee may refer the employee to an appropriate health service or test
12 provider selected by the employer, who shall conduct a diagnosis relevant to the concern
13 expressed. In the event that the Sheriff or his designee believes that an employee may be under
14 the influence of alcohol or a controlled substance, said employee shall be evaluated or tested by
15 an independent agency capable of performing such evaluations and testing, which shall conform
16 with MRSA Title 26: Labor and Industry Chapter 7: Employment Practices Subchapter III-A:
17 Substance Abuse Testing. While the on-site medical or psychological personnel may be used to
18 determine the need for a referral, any diagnosis and follow up treatment shall be conducted by
19 independent medical, psychological and test providers. Written documentation outlining the
20 need for the examination shall be provided to the employee within three business days. The cost
21 of such examination or test shall be paid by the County. The County shall credit the employee for
22 the sick time used if the original examination results in a negative diagnosis. However, the
23 County shall not be responsible for the costs of any treatment prescribed for the employee and it
24 is the employee's responsibility to seek treatment, when appropriate, from an appropriate
25 provider of the employee's choice, to become fit for duty and to obtain the necessary clearances
26 – medical, psychological or otherwise, to return to duty. Upon receiving the appropriate
27 clearance from the employee to return to duty, the Sheriff may require a second opinion to
28 concur and the costs of such second opinion shall be borne by the County. If the second opinion
29 concurs with the clearance for the employee to return to duty, the employee shall be reimbursed
30 for the work time difference between the original date of return and the second opinion clearance
31 date. Any time between the dates the Employee's treatment provider issues clearance for return
32 to duty and the Employer's receipt of the clearance shall be deducted from the time difference

1 considered for payment. The employee is not prohibited from submitting the costs of such
2 treatment to the County's health or worker's compensation insurers if appropriate.

3
4 **Return to Work:** Employees who have an absence due to a non-work related illness or injury
5 for which they are absent four or more consecutive days will be required to provide Form
6 completed by their treatment provider indicating fitness to perform the essential function of their
7 position. In some cases, the Sheriff or his designee may require the Medical Information Form
8 for absences of less than five consecutive days. This provision will only be used for a bona fide
9 reason and shall not be arbitrarily utilized.

10 **Limited Duty:** The Sheriff may in his discretion allow an employee to return to work on a
11 limited duty basis where medically necessary. The parties acknowledge and agree that ability to
12 work overtime is an essential function of the corrections officer and transport officer positions.
13 Return to work on a limited duty basis which does not include performance of all the essential
14 functions of the employee's position may be subject to review and medical recertification every
15 thirty (30) days, or when conditions change, and will ordinarily not extend beyond a period of
16 ninety (90) days.

17 **ARTICLE 9 - LEAVE OF ABSENCE**

18

19 **Family Medical Leave Act:** The parties agree that the provisions of the Family Medical Leave
20 Act shall apply to all members of this Collective Bargaining Agreement. Any serious health
21 condition that extends beyond four days falls under the regulation of the Family Medical Leave
22 Act (FMLA) Human Resources will confidentially handle and manage all records related to the
23 FMLA and provide communication to the Sheriff of the employee's need to be absent and status
24 of the leave. Human Resources may require periodic updates from the employees to support
25 continued absences or to manage the return to work process. Any request over and above the
26 Family Medical Leave Act shall be in accordance with the next paragraph.

27
28 **Medical, Maternity and Paternity:** Requests for medical leaves of absence without pay, or for
29 maternity or paternity leave without pay, or for reduced schedule leave/work on a limited duty
30 basis, shall be submitted in writing by the employee to the Sheriff or his designee with proof
31 from the employee's physician that said leave or said reduced schedule/limited duty is necessary.
32 The granting or denial of such request shall be done on a case by case basis with the Sheriff or

1 his designee considering operational requirements, the expected length of the leave of absence
2 and the nature of the reason therefor. The granting or denial of such leaves of absence shall be
3 within the discretion of the Sheriff or his designee. Before returning to work from a medical
4 leave of absence, or from reduced schedule/limited duty status, an employee must submit a
5 medical clearance from his/her treating physician indicating that the employee can perform the
6 duties consistent with his/her functional job description, with or without reasonable
7 accommodation. Requests for accommodation will be considered in accordance with the
8 interactive process.

9
10 In addition to accruing seniority while on any unpaid medical, maternity or paternity leave of
11 absence granted under these provisions, employees shall be returned to the position they held at
12 the time the leave of absence was requested.

13
14 **Duration of Leave.** An employee who has been granted a leave of absence must return to duty
15 within one (1) calendar year of the date that the leave of absence commenced. An employee in
16 good standing at the time of separation due to expiration of leave shall have recall rights to his
17 former position, if available, for a period of one (1) year following separation from the County.

18
19 **Bereavement:** In the event of a death in the immediate family of an employee, the employee
20 shall be granted a leave of absence with pay. Such leave shall not exceed five scheduled (5)
21 days. In the event of a death in the extended family of an employee, the employee shall be
22 granted a leave of absence with pay. Such leave shall not exceed three scheduled (3) days. Such
23 leave must be requested within twenty-four (24) hours of the employee's notice of the occurrence
24 of the death. An employee may request that one (1) of the authorized bereavement scheduled
25 days be reserved for a subsequent service or interment. The Sheriff or Jail Administrator shall
26 have the discretion to award an employee from one (1) to three (3) scheduled days leave of
27 absence with pay for the death of an individual who is not an immediate or extended family
28 member but who had a family-like relationship with the employee because the person stood in
29 place of a parent for the employee, or because of a domestic partnership with the employee or
30 with an immediate family member.

1 **Jury Duty:** Employees shall be granted a leave of absence at such times as they are required to
2 report for jury duty or jury service. If an employee is discharged from daily jury duty and is still
3 within his scheduled workday, he shall immediately return to work. Employees will be paid
4 their regular salary and shall turn over to the County any and all compensation received for jury
5 service.

6
7 **Military Leave:** The parties agree that they will comply with the Uniform Services
8 Employment and Reemployment Act. . Employees must present the Sheriff with military orders
9 for either deployment or training when leave is requested. Employees must present the Sheriff
10 with their annual drill schedule upon its issuance by the military.

11 **ARTICLE 10 - WORKERS' COMPENSATION**

12
13 Employees may utilize any available accrued vacation or sick time for days not paid by the
14 County on a medical leave based on a work-related injury. For non-controverted claims, the
15 County will pay for days one through fourteen of a medical leave based on a work-related injury,
16 said payment being in the amount of the employee's workers' compensation rate as determined
17 by the Maine Workers' Compensation Board's weekly benefit table handbook. The employee
18 may have that portion of the accrued vacation or sick time reinstated by reimbursing the County
19 from a Workers Compensation award on a day for day basis and must turn over to the County
20 that portion of the Workers Compensation award made for days one through fourteen.

21
22 Sick and vacation days utilized for this purpose will not be counted in calculating incentive days
23 earned pursuant to Article 8: Sick Leave.

24
25 If the employee receives Workers Compensation covering days one through fourteen, the
26 employee must reimburse the County two weeks of the Workers Compensation benefit.

27 **ARTICLE 11 - DISCIPLINE AND DISCHARGE**

28
29 Disciplinary action or measures shall be documented in writing and mean only the following:

30
31 Verbal/Oral Reprimand

- 1 Written Reprimand
- 2 Suspension
- 3 Corrective Probation
- 4 Demotion
- 5 Discharge

6

7 Further, all documentation of such counseling and discipline shall be removed from the
8 employee's personnel file at the time periods specified below upon request of the employee,
9 provided no further counseling or discipline has been taken regarding the employee. Further, if
10 the counseling and discipline action is based upon violations of any human rights, civil rights, or
11 sexual harassment rights law, and such documentation is removed from the employee's
12 personnel file, the department may maintain such documentation in its compliance file.

13

14 Discipline shall only be for just cause.

15

16 The parties understand and agree that "Corrective Probation," if used, is a later step in the
17 disciplinary process.

18

19 During any meeting with the Sheriff and/or his designee(s), should it become apparent that the
20 purpose is to either investigate for a possible disciplinary offense or to discipline the employee,
21 the employee may terminate the meeting until such time as Union Representation can be
22 obtained. Nothing in this contract shall prevent the Sheriff and/or his designee(s) from calling an
23 employee in for counseling purposes as deemed necessary by the Sheriff and/or his designee(s).
24 Such counseling shall not be considered disciplinary action, but written documentation of the
25 counseling session may be placed in the employee's file.

26

27 Documentation of counseling and/or discipline shall be maintained in the employee's personnel
28 file. Provided no further counseling or discipline has been taken regarding the employee previous
29 counseling or discipline may only be used for the purpose of discipline within the following time
30 frames:

31

32 Verbal/Oral Reprimand: One Year

- 1 Counseling: One Year
- 2 Written Reprimand: Three Years
- 3 Suspension: Five Years
- 4 Corrective Probation: Five Years
- 5 Demotion: Five Years

6

7 When an employee demotes or is demoted they may be placed back into the line bargaining unit.
8 For the employee who self-demotes or is demoted for job related issue they shall retain full
9 seniority as if they had never left the unit. For the employees demoted as a result of a discipline
10 they shall retain their full seniority for purpose of benefits and longevity. They will be demoted
11 into an open position and shall begin accruing seniority for bidding purposes from that date. No
12 demotion may take place if the demotion causes any current Line Staff member to be displaced.

13

14 The Sheriff or his designee may place an employee on administrative leave with pay for
15 purposes of conducting an administrative investigation or if the employee is the subject of a
16 criminal investigation. When an employee becomes the subject of an internal affairs
17 investigation, they shall be notified in writing of such investigation, unless such notification
18 would interfere with or compromise an ongoing investigation. In the event of a criminal
19 investigation, such paid leave shall end if the employee is charged with a crime by any law
20 enforcement agency or after sixty (60) days whichever is sooner. If criminal charges are pending
21 against an employee, the unpaid administrative leave may extend until such time as the charges
22 are finally resolved. Only if the employee is acquitted or similarly absolved from guilt on all
23 charges (unless acquittal or absolution is the result of a procedural or technical issue such as an
24 invalid search or confession) and if the employee is returned to work, the employee shall be paid
25 regular base wages for that time spent on leave.

26

27 If, during the course of any such investigation, should the employer deem it desirable to re-
28 assign an employee to an alternate shift, rather than place the employee on administrative leave
29 with pay, the employer will contact the Union and employee to seek agreement. By agreement
30 of both parties an employee may choose to be re-assigned for the duration of the investigation.
31 Should the parties not agree, the employer may exercise their right to place the employee on
32 administrative leave.

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During either a period of paid leave or re-assignment for investigation the employer may post the position for interested parties or otherwise assign the vacancy as a temporary assignment to any employee.

ARTICLE 12 - GRIEVANCE PROCEDURE

A grievance is a complaint that the Employer has violated this Agreement. Grievances shall be resolved as follows:

For a grievance to be valid, the grievance must contain a statement of fact regarding the alleged violation and specific suggested remedy.

Step One. The grievance may be presented by the Union Steward, Union Representative or Grievance Committee, to the Sheriff or his designated representative in writing within ten- (10) business days of the date of the grievance or the employee’s knowledge of its occurrence. The Sheriff or his designated representative shall respond in writing to the Union Steward, Union Representative or Grievance Committee within ten- (10) business days of receipt of the grievance. By written mutual agreement between the Union and the Sheriff, the time for filing of the grievance or the response of the Sheriff or his designated representative may be extended.

Step. Two. If the grievance remains unadjusted after Step One, it may be presented by the Union Steward, Union Representative or Grievance Committee to the County Commissioners, in writing, within ten- (10) business days after the response of the immediate supervisor is due. By written mutual agreement between the Union and the Sheriff, the time for filing of the Step Two grievance may be extended. The Commissioners shall act in accordance with 30-A-M.R.S.A. § 501 or the appropriate statute after the presentation of the grievance to them. The County Commissioners and the Union’s Business Agent shall schedule a Step Two meeting to be held between the parties on the second Tuesday of each month. The County Commissioners shall respond in writing to the Union Representative within fifteen- (15) business days from the date of the Step Two hearing.

1 **Step Three:** If the grievance is still unsettled, either party may within fifteen- (15) business days
2 after the decision of the Commissioners is due, by written notice to the other, request arbitration.
3 The arbitration proceedings will be conducted by an arbitrator to be selected by the Employer
4 and the Union within seven- (7) business days after the notice has been given. If the parties fail
5 to select an arbitrator, the State Board of Arbitration and Conciliation may be requested within
6 thirty- (30) days by either or both parties to serve as arbitrators on the grievance. The decision of
7 the arbitrator shall be final and binding so long as not in conflict with Maine statutes and the
8 arbitrator shall be requested to issue his decision within thirty- (30) calendar days after the
9 conclusion of testimony and argument. Expenses for the arbitrator's services in the proceedings
10 shall be borne equally by the Employer and the Union. However, each party shall be responsible
11 for compensating its own representatives and witnesses. If either party desires a verbatim record
12 of the proceedings, it may cause such a record to be made and the requesting party shall be
13 responsible for the cost of such preparation.

14
15 The purpose of the grievance procedure shall be to settle employee grievances at the lowest
16 administrative level possible and to insure efficiency in maintaining morale. The time limits for
17 filing grievances at each step are mandatory and the failure to comply therewith at any step of
18 the process shall result in a loss of the right to pursue the grievance. A "business day" shall mean
19 any day, Monday through Friday, excluding holidays. .

20
21 Employees selected by the Union to act as Union Representatives shall be known as "Stewards".
22 The names of employees selected as Stewards and the names of other Union Representatives
23 who may represent employees shall be certified in writing to the Employer by the Union and the
24 individuals so certified shall constitute the Union Grievance Committee.

25
26 One Grievance Committee member may investigate and process grievances with permission of
27 the supervisor during business hours without loss of pay, provided such actions do not interfere
28 with the employee's ability to perform his job, does not interfere with the operation of the
29 Sheriff's Department and such investigation or processing must be completed within a
30 reasonable time. Permission shall not be unreasonably denied.

1 For scheduling purposes, a two- (2) week notice is required for all witnesses in Step Two
2 hearings or at an arbitration hearing.

3 **ARTICLE 13 - INSURANCE AND RETIREMENT**
4

5 **Health Insurance:** The Employer may change health insurance carriers or program without first
6 having to bargain with the Union so long as the coverage of the new health insurance program
7 would be comparable to the existing program. The Employer shall communicate its intention to
8 do so and provide pertinent information to the employees through the Healthcare Advisory
9 Committee and to the Union. The Unit agrees to appoint two (2) of its members to said
10 Committee and to insure that at least one (1) such member attends meetings of this Committee.
11 The Committee should meet monthly.

12
13 **Health Reimbursement Account:** The County agrees to increase the Health Reimbursement
14 Account 60% of the deductible.

15 **Single Plan**
16

17 Individuals employed as of December 31, 2008 shall contribute towards the cost of the Single
18 Plan per month as follows:

- 19
- | | |
|---------|--|
| 20 2019 | Employees will pay 7.4 % of the total annual premium for 2019. However, if the |
| 21 | total annual premium for 2019 is 12% or higher than the total annual premium for |
| 22 | 2018, the County will pay for the entire premium increase which exceeds 12%. |
| 23 2020 | Employees will pay 7.4 % of the total annual premium for 2020. However, if the |
| 24 | total annual premium for 2020 is 12% or higher than the total annual premium for |
| 25 | 2019, the County will pay for the entire premium increase which exceeds 12%. |
| 26 2021 | Employees will pay 7.4 % of the total annual premium for 2021. However, if the |
| 27 | total annual premium for 2021 is 12% or higher than the total annual premium for |
| 28 | 2020, the County will pay for the entire premium increase which exceeds 12%. |

29
30 Individuals employed after December 31, 2008 shall contribute towards the cost of the Single
31 Plan per month as follows:

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2019 Employee will pay 12% of the total annual premium for 2019. However, if the total annual premium for 2019 is 12% or higher than the total annual premium for 2018, the County will pay for the entire premium increase which exceeds 12%.

2020 Employee will pay 12% of the total annual premium for 2020. However, if the total annual premium for 2020 is 12% or higher than the total annual premium for 2019, the County will pay for the entire premium increase which exceeds 12%.

2021 Employee will pay 12% of the total annual premium for 2021. However, if the total annual premium for 2021 is 12% or higher than the total annual premium for 2020, the County will pay for the entire premium increase which exceeds 12%.

Family Plan

Individuals employed as of December 31, 2008 shall contribute towards the cost of the Family Plan (including Single) as follows:

2019 Employees will pay 19.5 % of the total annual premium for 2019. However, if the total annual premium for 2019 is 12% or higher than the total annual premium for 2018, the County will pay for the entire premium increase which exceeds 12%.

2020 Employees will pay 19.5 % of the total annual premium for 2020. However, if the total annual premium for 2020 is 12% or higher than the total annual premium for 2019, the County will pay for the entire premium increase which exceeds 12%.

2021 Employees will pay 19.5 % of the total annual premium for 2021. However, if the total annual premium for 2021 is 12% or higher than the total annual premium for 2020, the County will pay for the entire premium increase which exceeds 12%.

Individuals employed after December 31, 2008 shall contribute towards the cost of the Family Plan (including Single) per month as follows:

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2019 Employee will pay 22% of the total annual premium for 2019. However, if the total annual premium for 2019 is 12% or higher than the total annual premium for 2018, the County will pay for the entire premium increase which exceeds 12%.

2020 Employee will pay 22% of the total annual premium for 2020. However, if the total annual premium for 2020 is 12% or higher than the total annual premium for 2019, the County will pay for the entire premium increase which exceeds 12%.

2021 Employee will pay 22% of the total annual premium for 2021. However, if the total annual premium for 2021 is 12% or higher than the total annual premium for 2020, the County will pay for the entire premium increase which exceeds 12%.

Parent with Child (ren) Plan

Individuals employed as of December 31, 2008 shall contribute towards the cost of Parent with Child (ren) (including Single) as follows:

2019 Employees will pay 19.3 % of the total annual premium for 2019. However, if the total annual premium for 2019 is 12% or higher than the total annual premium for 2018, the County will pay for the entire premium increase which exceeds 12%.

2020 Employees will pay 19.3 % of the total annual premium for 2020. However, if the total annual premium for 2020 is 12% or higher than the total annual premium for 2019, the County will pay for the entire premium increase which exceeds 12%.

2021 Employees will pay 19.3 % of the total annual premium for 2021. However, if the total annual premium for 2021 is 12% or higher than the total annual premium for 2020, the County will pay for the entire premium increase which exceeds 12%.

Individuals employed after December 31, 2008 shall contribute towards the cost of Parent with Child (ren) (including Single) as follows:

1 2019 Employee will pay 22% of the total annual premium for 2019. However, if the
2 total annual premium for 2019 is 12% or higher than the total annual premium for
3 2018, the County will pay for the entire premium increase which exceeds 12%.
4 2020 Employee will pay 22% of the total annual premium for 2020. However, if the
5 total annual premium for 2020 is 12% or higher than the total annual premium for
6 2019, the County will pay for the entire premium increase which exceeds 12%.
7 2021 Employee will pay 22% of the total annual premium for 2021. However, if the
8 total annual premium for 2021 is 12% or higher than the total annual premium for
9 2020, the County will pay for the entire premium increase which exceeds 12%.

10

11 **Employee and Spouse Plan**

12

13 Individuals employed as of December 31, 2008 shall contribute towards the cost of Employee &
14 Spouse (including Single) as follows:

15

16 2019 Employees will pay 19.9 % of the total annual premium for 2019. However, if
17 the total annual premium for 2019 is 12% or higher than the total annual premium
18 for 2018, the County will pay for the entire premium increase which exceeds
19 12%.

20 2020 Employees will pay 19.9 % of the total annual premium for 2020. However, if
21 the total annual premium for 2020 is 12% or higher than the total annual premium
22 for 2019, the County will pay for the entire premium increase which exceeds
23 12%.

24 2020 Employees will pay 19.9 % of the total annual premium for 2021. However, if
25 the total annual premium for 2021 is 12% or higher than the total annual premium
26 for 2020, the County will pay for the entire premium increase which exceeds
27 12%.

28

29 Individuals employed after December 31, 2008 shall contribute towards the cost of Employee &
30 Spouse (including Single) as follows:

31

1 2019 Employee will pay 22% of the total annual premium for 2019. However, if the
2 total annual premium for 2019 is 12% or higher than the total annual premium for
3 2018, the County will pay for the entire premium increase which exceeds 12%.
4 2020 Employee will pay 22% of the total annual premium for 2020. However, if the
5 total annual premium for 2020 is 12% or higher than the total annual premium for
6 2019, the County will pay for the entire premium increase which exceeds 12%.
7 2021 Employee will pay 22% of the total annual premium for 2021. However, if the
8 total annual premium for 2021 is 12% or higher than the total annual premium for
9 2020, the County will pay for the entire premium increase which exceeds 12%.

10

11 The County agrees to continue its \$ 3.45 weekly payment for Dental Insurance

12

13 Employees shall be responsible for the payment of premiums through payroll deduction.

14

15 In the event that the health insurance premiums for the County do not increase and, in fact, are
16 reduced, the County shall pass on those savings by reducing the cost of the affected plan or plans
17 by the percentages listed above.

18

19 The County will pay ½ of the individual premium for health insurance for employees who retire
20 from County employment after 24 years of continuous service except employees that are eligible
21 under Section 2 of this article.

22

23 In Addition employees hired after 01/01/2009 whose contribution rates for 2019 were reduced
24 from 15% to 12% or 25% to 22% will receive retroactive compensation for this overpayment of
25 insurance premium.

26

27 **Life Insurance:** The Employer shall offer as an option to employees up to their annual salary
28 rounded to the next One Thousand Dollars (\$1,000.00) of life insurance coverage under the
29 Maine Public Employees Retirement System; the Employee will pay up-to fifteen cents (15¢) per
30 One Thousand Dollars (\$1,000.00) per week, the remaining premium to be paid by the
31 Employer. Any such amounts are to be deducted from the employee's pay as a weekly payroll
32 deduction. All requests for such coverage from the employee must be in writing.

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Maine Public Employees Retirement System: The Employer shall offer the option to employees to participate in the MainePERS under the options selected and in effect as of January 1, 1988.

Deferred Compensation Program: The Employer shall offer as an option a Deferred Compensation program in accordance with the plan administered through VOYA. Employees may elect to participate in the Deferred Compensation plan.

An employee who elects to participate in the Deferred Compensation plan shall authorize payroll deductions of at least Six Hundred Dollars (\$600.00) per year for contribution to the Plan. The County shall contribute an equal amount to the plan on behalf of the employee up to seven percent (7 %) of the employee's base pay for the calendar year. The County will not match the employee contribution during their first nine months of employment. Employees can contribute to the plan on all compensated hours. Such contributions will be made to VOYA at the end of each employee's payroll period.

Dual Participation: If an employee participates in the MainePERS option and wishes to participate in the Deferred Compensation plan, he/she may do so, but only at his own expense, and no contribution will be made by the County.

ARTICLE 14 - HOURS OF WORK

Schedules for the following positions shall be issued by the Sheriff and shall include two- (2) fifteen- (15) minute breaks, one in the first half of the shift and one in the second half of the shift. A one-half (1/2) hour lunch break to be taken at reasonable times so as not to interfere with the individual's responsibility to be included within the work day for the following positions: Corrections Officer and Cook. All other positions shall be afforded a one-half (1/2)-hour lunch break, which shall not be considered part of the workday.

Clerical Specialist will work a forty (40)-hour workweek.

1 **Corrections Officers (Assigned on Shift)** will work an average workweek of either forty
2 (40) hours or forty-two (42) hours based upon eight (8) and/or twelve (12) hour day or any
3 combination thereof. The average workweek may include an additional one-quarter (¼) hour
4 per scheduled shift for a briefing period. One-quarter (¼) hour will be paid only if in
5 attendance at shift briefing.

6
7 **Corrections Officers attending the Maine Criminal Justice Academy** will be deemed to
8 be working a workweek of forty-two (42) hours.

9
10 **Cooks** will work a forty (40) hour workweek.

11
12 **Other Unit Members** will work a forty (40) hour workweek based on five (5) eight (8) hour
13 days.

14
15 **Work Schedules:** By agreement of both parties, basic departmental workweek schedules may be
16 negotiated during the term of this contract. Any changes will be posted and all employees
17 affected by such change will be notified in writing at least fourteen (14) days before the effective
18 date of the change of schedules, excepting those situations where such a change in the work
19 schedule is necessitated by an emergency.

20
21 **Schedule Openings.** Schedule openings for correction officers will be posted and employees
22 may bid on schedule openings on the basis of their seniority in the Corrections division. While
23 schedule bidding will continue to be primarily on the basis of seniority for schedule openings, an
24 employee who has an unsatisfactory evaluation will lose his seniority for schedule bidding
25 purposes only until the next annual evaluation. An employee may grieve an unsatisfactory
26 evaluation. An employee with an unsatisfactory evaluation will not lose his current place in the
27 schedule, but rather, will only be affected if the employee seeks to apply for a schedule opening.

28
29 **Reporting Hours of Work.** Employees are required to report hours of work either through time
30 clock or work slip as required.

1 **ARTICLE 15 - OVERTIME AND COMPENSATORY TIME**

2
3 Overtime shall be considered time and one-half the employee’s regular hourly rate of pay and
4 shall be paid as required by law for work performed in excess of those hourly workweeks listed
5 in this contract. Those employees whose workweek hours are averaged shall be paid overtime
6 for any work performed in excess of regularly scheduled hours. Any such overtime work must
7 be approved in advance by the Sheriff or his designee. By mutual agreement between the Sheriff
8 and the employee, the employee may request compensatory time (Comp Time) in lieu of
9 overtime and based on the same rate as overtime. If requested and approved, Comp Time shall be
10 used within thirty (30) days of the time earned, unless the Sheriff approved otherwise, but in no
11 case may Comp Time be taken more than sixty (60) days after earned. If said sixty (60) days
12 expire and Comp Time remains unused, the employee will be paid for the overtime worked. In
13 no case shall Comp Time be accumulated.

14
15 Vacation or Comp Time shall be considered hours worked for the purpose of calculating
16 overtime wages when the employee is “forced out”. However, vacation or Comp Time shall not
17 be considered hours worked for the purpose of calculating overtime wages when the employee
18 volunteers for Inside or Contractual Extra Work as defined in Article 17 Extra Work.

19
20 **ARTICLE 16 - COURT TIME**

21
22 Whenever an employee is required to appear in court in his official capacity on a scheduled day
23 off or during non-duty hours of a day on, the employee shall receive one and one-half (1½) times
24 his regular rate of pay for hours so spent. If the employee is required to appear on a vacation day,
25 he shall receive double pay. In any event, the employee shall receive the wages described above
26 or four- (4) hours of pay at straight rate, whichever is greater, for court appearances.

27
28 Actual hours spent in court will count towards the calculation of overtime.
29
30

1 **ARTICLE 17 - EXTRA WORK**

2
3 **Outside Extra:** An outside extra is scheduled or unscheduled extra work requested by a third
4 party for which the employee's wages are paid by the County, but the County is reimbursed by
5 the third party. Contractual extras are not considered outside extras.

6
7 **Inside Extra:** An inside extra is scheduled or unscheduled extra work for which the employee's
8 wages are paid by the County and there is no reimbursement from a third party to the County.

9
10 Inside Extras: For inside extras, (Corrections Division) including that which is scheduled or
11 which is caused by unscheduled absences after the first forty-eight (48) hours following notice of
12 the absence, the Sheriff or his designee will:

- 13
14 (1) Offer the hours to the employees who are assigned and working the shift and are willing
15 to undertake the specific overtime work available.
16 (2) The Sheriff or his designee shall call three (3) individuals on the rotating list for inside
17 extras for an absence within the first forty-eight (48) hours following notice of the
18 absence, in seeking to find an employee willing to undertake the specific overtime work
19 available. If the Sheriff or his designee makes three (3) such calls and is unable to obtain
20 an employee to do said work, the Sheriff or his designee may call any qualified
21 employee, including part-time employees.

22
23 Those employees so qualified and desiring to be considered for inside extras shall be listed. The
24 Union shall provide during December of each year a list of those that want overtime and are
25 qualified; submitted through the chain of command and revised as needed.

26
27 **Outside Extras:** The Employer shall pay any employee working Public Outside Extra seventy
28 dollars (\$70) for up to two (2) hours worked plus one and one half (1 ½) their regular hourly rate
29 for all hours worked thereafter. Private Outside Extra eighty dollars (\$80) for up to two (2)
30 hours worked plus one and one half (1½) their regular hourly rate for all hours worked thereafter.

1 When an employee has filed for outside extras for a time shown to be beyond that actually
2 worked, the employee shall be paid only for time actually worked. If the employee has already
3 been paid more than the amount due, the Employer may deduct the amount reimbursable from
4 the next paycheck due the employee.

5
6 **Transports:** For the transporting of prisoners in-state, extra work will be offered by the Sheriff
7 or his designee.

8 (1) Offer the hours to the employees who are assigned and working the shift and are willing
9 to undertake the specific overtime work available.

10 (2) The Sheriff or his designee shall call three (3) individuals on the rotating list on each
11 occasion in seeking to find an employee willing to undertake the specific overtime work
12 available. If the Sheriff or his designee makes three (3) such calls and is unable to obtain
13 an employee to do said work, the Sheriff or his designee may call any qualified
14 employee, including part-time employees.

15
16 Those employees so qualified and desiring to be considered for inside extras shall be listed. The
17 Union shall provide during December of each year a list of those that want overtime and are
18 qualified; submitted through the chain of command and revised as needed.

19
20 For transporting prisoners in-state, employees shall be paid their regular rate of pay or overtime
21 rate, whichever is applicable, based upon the number of hours worked in that work week. Any
22 employee who reports for the transporting of prisoners when such transports are canceled shall
23 be paid two hours straight time, not to be considered hours actually worked for purposes of
24 calculating overtime wages.

25
26 On all out-of-state warrant transports, employees will be paid for their normally scheduled daily
27 hours at their regular hourly rate of pay for each day of travel, unless such hours are in excess of
28 the normal weekly schedule.

1 **ARTICLE 18 - UNIFORMS**

2
3 The minimum level of equipment and uniforms to be provided by the Sheriff for a particular
4 position is listed in Schedule A.

5
6 The Sheriff will provide five (5) sets of uniforms for the Cooks. The Sheriff agrees to supply any
7 other uniform items or equipment required of the employees by the Sheriff, excepting weapons
8 for Corrections, and underwear, socks, belts, etc. The Sheriff will maintain the equipment and
9 uniforms listed in Schedule A as necessary based on normal wear and tear. The provision of
10 footwear shall be via purchase order at a local quality footwear dealer pre-approved by the
11 Sheriff. The Sheriff will reimburse the employee up to one hundred-ten dollars (\$ 110) per year
12 for said pre-approved footwear.

13
14 Corrections
15 3 pr pants
16 3 short sleeve shirts
17 3 long sleeve shirts
18 1 badges*
19 1 name tags*
20 2 ties
21 Collar bass*
22 Summer shoes
23 All-Season Jacket
24 Baseball Hat
25 Nylon Duty Belt & Accs.
26

27 **ARTICLE 19 - UNION BULLETIN BOARDS**

28
29 The Employer agrees to furnish and maintain two (2) suitable bulletin boards in the employee
30 lounges. The Union shall limit its posting of notices and bulletins to such bulletin boards. No
31 material demeaning to the Employer, political in nature or advocating an illegal activity may be
32 posted.

33
34 The Employer agrees to allow a Union activity link on the Department Pass-On program for the
35 purpose of posting Union information. No material demeaning to the Employer, political in
36 nature or advocating an illegal activity may be posted. Posting/editing information will be

1 limited to Union Chairs. The Employer reserves the right to delete any posting not consistent
2 with this Article. The Employer shall notify the Union Chair and Business Agent in the event the
3 Employer deletes any posting.
4

5 **ARTICLE 20 - UNION ACTIVITIES**

6

7 The Employer agrees that during working hours and without loss of pay, two Union
8 representative from corrections/transport shall be allowed to attend negotiation sessions,
9 provided seven (7) days advance written notice is given to the Sheriff and such attendance does
10 not interfere with the operation of the Department.
11

12 Duly authorized representatives of Council No. 93, shall be permitted access into work areas for
13 the purpose of transacting business within the scope of representation. Such activities will not
14 interfere with the performance of employee(s) duties or violate the County's security policies.

15 The Employer agrees to permit two Union members to take up to two days of paid leave
16 (scheduled days) per year to attend Union training seminars, Union functions including
17 committee meetings so long as operational needs will allow as determined by the Sheriff.
18

19 Duly authorized representatives shall be permitted to enter work sites for the purpose of
20 observing conditions under which employees are employed and to carry out the representative's
21 legal responsibilities.
22

23 The duly authorized representative will, in all cases of access, notify the person in charge of the
24 facility or his designee, of his presence. Access shall not be unreasonably denied.
25

26 **ARTICLE 21 - WORK RULES**

27

28 Such rules shall not contradict the terms of the Agreement. The Sheriff shall post any new work
29 rule or modification of any existing work rule at least three (3) work days with a copy given to
30 AFSCME Council 93, Monday through Friday, before it becomes effective, unless unable to do

1 so because of an emergency. A copy of all existing work rules and any changes shall be made
2 available to all employees affected by the change.

3

4 The Employer shall maintain an intra-net web site. All policies and work rules will be
5 maintained on this site.

6

7

ARTICLE 22 - DEFINITIONS

8

9 **Business day** shall mean any day, Monday through Friday, excluding holidays recognized in this
10 Agreement.

11

12 **Management** shall mean the Penobscot County Commissioners and/or their designee(s) and the
13 Sheriff and/or his designee(s) acting either individually or collectively.

14

15 **Day** shall mean calendar day unless specific wording means otherwise.

16

17 **Emergency or Emergency Situation** shall mean an unforeseen circumstance.

18 **Schedule** shall mean the shifts, which have been developed by the Sheriff and/or his designee
19 that make up the workweek.

20

21 **Position Vacancy** shall mean an unoccupied, budgeted, full-time position, which has no
22 permanent employee, assigned to it.

23

24 **Immediate Family** shall include spouse, parents, children, brother, sister, grandparents, or
25 grandchildren or step-parents, step children, step brother, step sister, step grandparents or step
26 grandchildren.

27 **Extended Family** shall include father-in-law, mother-in-law, grandparents-in-law, brother-in-
28 law, and sister-in-law.

29

30

31

1 **ARTICLE 23 - REIMBURSABLE EXPENSES**

2
3 If the employee conducts work within the assigned work area no reimbursement shall be
4 provided to the employee for any expenses, to include meals. If the employee is required to
5 perform duties outside of his normally assigned area costs for meals and other job related
6 expenses shall be reimbursed to the employee. The cost for meals shall not exceed ten dollars
7 (\$10.00) for breakfast, fifteen dollars (\$15.00) for lunch and twenty dollars (\$20.00) for dinner.

8 When an employee uses his vehicle for official business, the Employer shall compensate the
9 employee consistent with applicable County policy, provided prior approval for such use of a
10 private vehicle is obtained from the Sheriff or his designee.
11

12 **ARTICLE 24 - PERSONAL EFFECTS**

13
14 If an employee's eyeglasses, contact lenses or watch is damaged in the line of duty, the County
15 will repair or replace the damaged eyeglasses, contact lenses with a comparable pair. With regard
16 to damaged watches, the County will repair or replace the damaged watch up to a maximum of
17 twenty-five Dollars (\$25.00).

18 **ARTICLE 25 - TRAINING**

19
20 All employees shall be paid for training conducted within the department in excess of their
21 regularly scheduled workweek. Any and all required training sessions and schools conducted
22 outside the department and attended by members of the unit will be done so with the Employer
23 paying for such time at the employee's regular non-overtime rate of pay. However, should the
24 time spent in actual training or school participation exceed the hours of the employee's regularly
25 scheduled work week, the employee shall be paid one and one half (1 ½) times his/her regular
26 rate of pay for such excess time. However, if employees are given written notice of the training
27 date(s) at least fourteen (14) days prior to the date(s), the employee's workweek may be
28 rescheduled to avoid overtime. Training time shall be considered hours worked for the purpose
29 of calculating overtime wages. The Sheriff must approve all paid training.
30

1 The employee shall receive a total of two (2) hours pay for all travel time, regardless of the
2 actual travel time, for training attended beyond a thirty (30) mile radius of Bangor. The two (2)
3 hours paid for travel time shall be considered hours worked for the purpose of calculating over-
4 time.

5 **Training Posting Policy.** All employees are expected to take initiative to determine what
6 training (including retraining) is required and to arrange to complete required training in a timely
7 manner. The Sheriff will continue to make time available during work time for employee
8 training. When in the judgment of the Sheriff an employee has been repeatedly tardy in
9 completing annual or other training requirements the employee may be "Posted" by the Sheriff.
10 "Repeatedly tardy" for posting purposes is defined as more than one instance in which required
11 annual or other training has not been completed and properly reported or recorded as of thirty
12 (30) days before an applicable deadline. Should the employee seek to have a delay in
13 completing training excused for purposes of training posting calculations or "Posted"
14 occurrences, they must submit appropriate documentation to the Sheriff, which the Sheriff will
15 consider in the Sheriff's sole discretion. An employee who is "Posted" shall receive notification
16 of "Posting" along with the incidents of tardy completion of training for at least the preceding
17 two (2) years and a copy of this policy, with a copy going to the Union Steward. Posted
18 employees who continue to fail to complete training in a timely manner may be subject to
19 discipline up to and including discharge. Training Posting is an alternative, optional corrective
20 measure which may be used in addition and without prejudice to the regular disciplinary process.
21 It does not affect sick leave accrual under Article 8 of this Agreement.

22 **ARTICLE 26 - PROBATIONARY EMPLOYEES**

23

24 **Initial Probation:** Non-Law Enforcement Personnel will serve a probationary period of the
25 longer of one (1) year from the date of full-time hire or nine (9) months of full-time work after
26 successful completion of required MCJA Training.

27
28 During the probationary period, the employee may be disciplined or terminated by the Employer
29 without recourse to the grievance and arbitration procedure.

30
31 Probationary employees will be eligible for bereavement leave.

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Promotion: In the case of promotion within the Sheriff’s Department, a promoted employee shall serve a probationary period of nine (9) months from the date of promotion, during which time the employee may be demoted back to the employee’s prior position in the corrections bargaining unit without recourse to the grievance and arbitration procedure.

Transfer: In the case of a transfer within the Sheriff’s Department, a transferred employee shall serve a probationary period of nine (9) months from the date of transfer, during which time the employee may be transferred back to the employee’s prior position without recourse to the grievance and arbitration procedure.

ARTICLE 27 - MANAGEMENT RIGHTS

The Union agrees that except as explicitly limited by specific provisions of this Agreement, Management has all rights and authority to manage its operation and direct its work force in accordance with its judgment. The Union further recognizes the right of Management to establish rules and regulations so long as such rules and regulations are not inconsistent with the provisions of this Agreement.

The Sheriff shall have the ability to cross train individuals in various operations of the agency.

All equipment owned and/or maintained by the agency is subject to inspection at any time. No expectation of privacy.

ARTICLE 28 - NO STRIKE - NO LOCKOUT

The services performed by the employees included in this Agreement are essential to the public health, safety and welfare. There shall be no interruption of the work for any cause whatsoever, nor there any work slowdown or other interference with public services. The Employer agrees that no lockout will occur during the term of this contract.

1 **ARTICLE 29 - SEPARABILITY AND SAVINGS CLAUSE**

2
3 If any Article or Section of this contract or of any riders thereto should be held invalid by
4 operation of law, or by any tribunal of competent jurisdiction, or if compliance with or
5 enforcement of any Article or Sections should be restrained by such tribunal pending a final
6 determination as to its validity the remainder of this contract and of any rider thereof, or the
7 applications of such Article or Section to persons or circumstances other than those as to which it
8 has been held invalid or as to which compliance with or enforcement of has been restrained, shall
9 not be affected thereby.

10
11 In the event that any Article or Section is held invalid or enforcement of or compliance with
12 which has been restrained, as set forth above, the parties affected thereby shall enter into
13 immediate collective bargaining negotiations upon the request of the Union for the purpose of
14 arriving at a mutually satisfactory replacement of such Article or Section during the period of
15 invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either
16 party shall be permitted all legal or economic recourse in support of its demands,
17 notwithstanding any provision in this contract to the contrary.

18 **ARTICLE 30 - WAGES**

19
20 **Ranges and Rates:** The Pay Ranges and Rates by classification, effective on the day of
21 acceptance of this Agreement by the Parties, shall be adjusted by 1.5 % for January 2019 to June
22 30, 2019 and 0.5% for July 1, 2019 to December 31, 2019; 2.0% % for 2020 and 2.0% for 2021
23 as set forth below.

24 **CORRECTIONS OFFICER**
25 **TRANSPORT OFFICER**
26

	1 DOH -1 YR.	2 1 YR. - YR.	3 2 YR - 3 YR.	4 3 YR. - 4 YR.	5 4 YR - 5 YR.	6 5YR - 6 YR	7 6 > YR.
2019 Jan-June	\$16.30	\$17.00	\$17.72	\$18.45	\$19.12	\$19.86	\$20.57
2019 July-Dec	\$16.38	\$17.09	\$17.81	\$18.54	\$19.22	\$19.96	\$20.67
2020	\$16.71	\$17.43	\$18.17	\$18.91	\$19.60	\$20.36	\$21.08
2021	\$17.04	\$17.78	\$18.53	\$19.29	\$19.99	\$20.77	\$21.50

1 When the Employer hires lateral corrections officers with at least five (5) years of full-time
 2 service as a corrections officer with any state, municipal, county or federal law enforcement
 3 agency, the officer will be placed on Step 3 of the pay scale in this Article. Such corrections
 4 officers cannot be placed above Step 3.

5
 6 For correctional officers, lateral entry refers to officers who are currently certified or who are
 7 eligible to be certified as corrections officers in the State of Maine, within one (1) year, without
 8 attending the MCJA Level C course.

9
 10 **CLERICAL SPECIALIST**

11

	1 DOH -1 YR.	2 1 YR. - 3 YR.	3 2 YR - 3 YR.	4 3 YR. - 4 YR.	5 4 YR - 5 YR.	6 5YR - 6 YR	7 6 > YR.
2019 Jan-June	\$15.07	\$15.52	\$15.95	\$16.42	\$16.88	\$17.34	\$17.78
2019 July-Dec	\$15.15	\$15.60	\$16.03	\$16.50	\$16.96	\$17.43	\$17.87
2020	\$15.45	\$15.91	\$16.35	\$16.83	\$17.30	\$17.78	\$18.23
2021	\$15.76	\$16.23	\$16.68	\$17.17	\$17.65	\$18.14	\$18.59

12
 13
 14 **COOK**

15

	1 DOH -1 YR.	2 1 YR. - 3 YR.	3 2 YR - 3 YR.	4 3 YR. - 4 YR.	5 4 YR - 5 YR.	6 5YR - 6 YR	7 6 > YR.
2019 Jan-June	\$15.85	\$16.35	\$16.81	\$17.29	\$17.76	\$18.24	\$18.72
2019 July- Dec	\$15.93	\$16.43	\$16.89	\$17.38	\$17.85	\$18.33	\$18.81
2020	\$16.25	\$16.76	\$17.23	\$17.73	\$18.21	\$18.70	\$19.19
2021	\$16.58	\$17.10	\$17.57	\$18.08	\$18.57	\$19.07	\$19.57

16
 17
 18 Cooks who possess corrections certifications from the Maine Criminal Justice Academy shall be
 19 paid on the Corrections Officer/Transport Officer pay scale.

20
 21 **Promotion and Demotion:** A promotion shall be defined as being employed in a job that is in a
 22 higher pay range than the previous job. When an employee is promoted he/she will be placed in

1 the intermediate step of the new range that gives at least a five (5) percent increase, and will
2 remain in that range for twelve (12) months from the date of promotion. In no case will the
3 employee be paid above his/ her appropriate job rate.

4
5 A demotion shall be defined as being employed in a job that is in a lower pay range than the
6 previous job. When an employee is demoted he/she will be placed in the pay range and step
7 applicable to the new classification. In no case will the employee be paid above his/ her
8 appropriate job rate.

9
10 **Retroactivity:** If this Agreement is ratified as presented, the employer agrees as follows: For
11 purposes of this Contract only, the County agrees to pay those employees employed on the date
12 of acceptance of this Agreement by the Parties the wage rates listed above, retroactive to January
13 1, 2019.

14 **ARTICLE 31 – LABOR/MANAGEMENT MEETINGS**

15
16 During each calendar year, Labor or Management may request a meeting to discuss
17 labor/management issues. Such request must be made to the Department Head or the Bargaining
18 Agent. The party requesting such meeting must provide a written agenda to all participants at
19 least seven (7) days prior to the meeting. No party may request more than two (2) meetings in a
20 calendar year unless the other party agrees.

21 **ARTICLE 32 - TERM OF AGREEMENT AND TERMINATION**

22
23
24 **Term of Agreement:** The term of this Agreement shall be effective upon signing through
25 December 31, 2021, unless otherwise noted in this contract or by side bar agreement.

26
27 **Termination:** This Agreement shall remain in full force and in effect until December 31, 2021.
28 It shall be automatically renewed from year to year there-after unless either party shall notify the
29 other in writing at least one hundred twenty (120) days prior to the anniversary date that it
30 desires to modify this Agreement. In the event that such notice is given, negotiations shall begin
31 not later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full

1 force and be effective during the period of negotiations or until notice of the termination of this
2 Agreement is provided to either party in the manner set forth below.

3

4 In the event that either party desires to terminate this Agreement, written notice must be given to
5 the other party not less than ten (10) days prior to the desired termination date which shall be
6 before the anniversary date set forth in the preceding paragraph.

7

8

SIGNATURES

9

10 IN WITNESS of their Agreement, the parties have set their signatures below this 14 day of
11 JANUARY, 2020.

12

13 FOR PENOBSBOT COUNTY

FOR AFSCME COUNCIL NO. 93

14

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17 Peter Baldacci, Chair
18 Commissioner

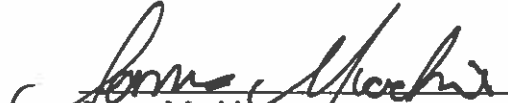
17 Steve Lyons,
18 AFSCME 93 Field Service Director

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21 Laura Sanborn,
22 Commissioner

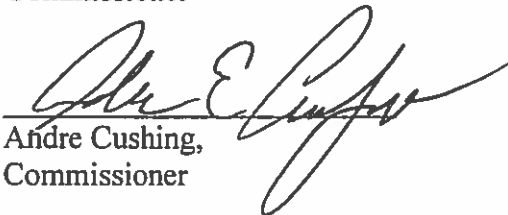
21 James Mackie,
22 Unit Representative

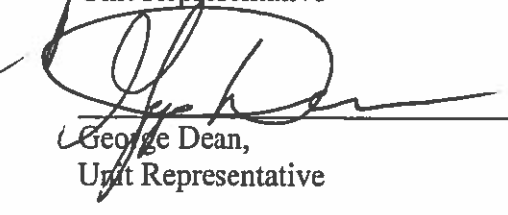
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26 Andre Cushing,
27 Commissioner

26 George Dean,
27 Unit Representative

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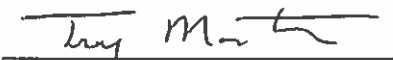
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31 Troy Morton,
32 Sheriff

31 Gary Huff,
32 Unit Representative

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APPENDIX A

American Federation of State, County & Municipal Employees, Council 93, AFL-CIO

20 Winter Street • Augusta, ME 04330 • Phone: (207) 622-6191 • Website: www.afscme93.org

Membership Rejection Statement

1. Pursuant to the Parties Collective Bargaining Agreement, AFSCME is the only party that can appeal a grievance to arbitration.
2. The Union reserves the right to review any and all grievances filed for arbitration, and all grievances shall be subject to the same internal review process as a full dues paying member of the Union.

Fee Schedule as of July 2017*:

Attorney	-	\$250.00/hour plus expenses
Staff Representative	-	\$125.00/hour plus expenses
Research Fees	-	\$100.00/hour plus expenses
Support Services	-	\$75.00/hour
Arbitration	-	<u>All</u> costs incurred in arbitration including but not limited to filing fees and expenses