

**ANDROSCOGGIN COUNTY COMMISSIONERS  
AND  
ANDROSCOGGIN COUNTY EMPLOYEES ASSOCIATION  
COLLECTIVE BARGAINING CONTRACT FOR 2023-2025**

This Agreement is entered into between the ANDROSCOGGIN COUNTY COMMISSIONERS, hereinafter referred to as the Commissioners or Employer, and Androscoggin County Employee Association, hereinafter referred to as the Association.

**ARTICLE 1 - PREAMBLE - NONDISCRIMINATION**

1. Pursuant to the provisions of the Municipal Public Employees Labor Relations Law, the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale, and to promote effective and efficient operations.
2. The parties hereby mutually agree that no County employee will be discriminated against on the basis of his or her membership, participation, or non-participation in the activities of the association.

**ARTICLE 2 - THE BARGAINING UNIT - RECOGNITION**

The bargaining unit governed by this Agreement is the Law Enforcement, Dispatch, Civil and Corrections Bargaining Unit, as established by agreement of the parties to proceedings before the M.L.R.B. on December 14, 2010, but excluding court officers and also excluding the positions of Jail Administrator, Public Safety Director, Assistant Public Safety Director and Assistant Jail Administrator. The Employer recognizes the association as the sole and exclusive bargaining agent for all regular full-time County employees in the Unit (hereafter referred to as "regular employees", or "employees") for the purpose of negotiating salaries, wages, hours, and other working conditions for the said employees within the bargaining unit. By agreement of the parties, effective January 1, 1998, the bargaining unit shall also include part time positions regularly working a 30 hour per week schedule. The persons holding those part time positions shall be deemed members of the bargaining unit and shall enjoy all benefits under this agreement, except that their sick leave, vacation leave, health insurance, and other benefits shall be prorated based on their actual number of hours compared to the standard number of hours (42 per week). The hourly wage for such part time personnel shall be the same as the hourly wage for full time personnel.

**ARTICLE 3 - OTHER CONTRACTS**

1. The Employer agrees not to enter into any agreement or contract with its employees individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement shall be null and void.
2. The parties agree that the County has the right to subcontract unit work for legitimate business reasons but not for the purpose of injuring or undermining the association or subverting

the collective bargaining agreement. The Commissioners agree to negotiate with the association with respect to the impact of any subcontracting decision on unit employees.

3. The parties recognize that the County has the right to use temporary employees, but the Commissioners pledge that temporary employees shall not be used for the purpose of subverting the collective bargaining agreement or undermining the association.

#### ARTICLE 4 - CONTRACT GRIEVANCE PROCEDURE

The purpose of the grievance procedure is to settle grievances (as herein defined) between the Employer and the Association as quickly as practicable. The following procedure shall be followed:

##### Definitions.

- a. A grievance is hereby jointly defined as any complaint or claim that a specific provision or provisions of this Agreement has been breached or improperly applied.
- b. A grievant is the person making the claim, or the association.
- c. A "party in interest" is the person or persons making a claim, and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- d. Days shall mean normal working days not to include weekends or holidays.

Time Limits. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is the maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreements, confirmed in writing.

If a grievance involves matters that the Sheriff lacks the authority to resolve under Step 2 the Association may with notice to the Sheriff submit the grievance directly to the County Administrator under Step 3 by submitting the complete grievance and record in the same manner required for an appeal from a Step 2 decision by the Sheriff.

Procedure. Step 1 - Steward. In order for a grievant to have a grievance adjusted, the grievant shall present his or her complaint, in writing, to the steward within seven (7) days after the condition, occurrence, or omission on which the grievance is based has taken place, or its discovery, whichever is later.

Step 2 - Sheriff. The steward shall then take the matter up with the Sheriff within five (5) days following presentation by the grievant. The Sheriff shall provide a written reply with five (5) days of receipt of the grievance from the steward, or any meeting held to consider the grievance, whichever is later.

Step 3-Administrator. The association may appeal a decision of the Sheriff within ten (10) days from the date of receipt of the decision to the County Administrator. All appeals shall be presented in writing and shall include the complete record thus far accumulated plus the reason for forwarding the appeal. \*\*

Step 4- Commissioners. The association may appeal a decision of the Administrator within ten (10) days from the date of receipt of the decision to the Commissioners. All appeals shall be presented in writing and shall include the complete record thus far accumulated plus the reason for forwarding the appeal. The Commissioners shall review the materials submitted to them, they may conduct such investigation of the facts as they determine to be necessary, and they shall establish a mutually convenient date with the Association and conduct a hearing in executive session, having given notice thereof to all the parties in interest. The Commissioners shall give such notice not more than fifteen (15) days after the grievance is submitted to them as provided above. The Commissioners shall render a written decision within fourteen (14) days from the date of the hearing. At this level of the proceedings, the association or Employer may be represented or assisted by any person chosen by the association or Employer.

Step 5 - Arbitration. If the association is not satisfied with the disposition of the grievance by the Employer, the association may within fifteen (15) days from the date of receipt of the decision, request that the grievance be submitted to arbitration by so notifying the Employer in writing. The association and the Employer shall endeavor in good faith to agree upon a single neutral arbitrator, but if they cannot, the Employer or the association shall request that a panel of three arbitrators be appointed from the State Board of Arbitration by the Executive Director of the Maine Labor Relations Board, designated in accordance with Board procedures. The arbitrators shall have no authority to add to, subtract from, or modify the collective bargaining agreement. No award may be retroactive prior to the date of written presentation of the grievance to the steward. All fees charged by the arbitrators will be borne equally by the parties. Nothing in this Article shall diminish the right of any employee under Maine law to present his own grievance nor limit the right of an employee to resolve a grievance informally with the Employer provided the resolution is not contrary to this agreement. If a grievance concerns any determination of the Commissioners involving the exercise of management rights under Article 25 such determination shall not be set aside by the arbitrators unless it shall be affirmatively found on the basis of credible evidence that the determination was made arbitrarily or in bad faith. The decision of the arbitrators, within the scope of the authority created in this Article, shall be final and binding upon all parties, subject to judicial review under the Maine Uniform Arbitration Act.

#### ARTICLE 5 - PROBATIONARY PERIOD

All new employees shall serve a probationary period of six (6) months. During that period they shall enjoy no rights under this Agreement. All employees who have worked for six (6) months shall be considered regular employees and their seniority dates shall revert back to the first day of employment. Loss of certification is grounds for discharge. During their initial six-month probationary period, however, employees who wish to do so may obtain health insurance coverage through the County's group insurance plan then in effect, subject to the eligibility rules under the plan.

ARTICLE 6 - VACANCIES

A vacancy, if the Administrator elects to fill it, shall be filled from among the sufficiently qualified employees, if any. If the Administrator determines that there is no sufficiently qualified regular employee, he may, in his sole discretion, fill the vacancy from among other employees or non-employees. A vacancy that is anticipated to be filled shall be posted for seven (7) working days in order to receive applications to fill the anticipated vacancy from among unit employees. The County agrees that, whenever possible under the foregoing procedures, a vacancy that is to be filled should be filled within thirty (30) days from its first posting.

ARTICLE 7 - PERSONNEL REDUCTION

In the event the Employer deems it necessary to lay off employees, the senior employee having the ability to do the required work shall be retained. To the extent circumstances allow, employees laid off shall be given at least two (2) weeks advance notice to lay off and shall in any event be paid two (2) weeks severance pay. In cases where the provisions of both this Article and Article 6 (Vacancies) may be applicable, this Article shall govern. After a lay off under this article 7, if the positions that were eliminated are restored within twelve (12) months, the Employer agrees to recall employees who were laid off in order of seniority, with no loss of seniority or benefits. To be eligible for recall, the employee must file with the County Personnel Office a current and valid mailing address. The County's obligations under this paragraph shall be considered fulfilled if the County mails a notice of recall to the last address on file with the County. If an employee does not agree by the time specified in the recall notice to return to work and so inform the County Personnel Office in writing, and/or does not report on time when called, then the employee shall be deemed to have waived the right to be recalled.

ARTICLE 8 - HOLIDAYS

1. The following days shall be recognized as paid holidays for regular employees when falling on normal workdays:

- |                        |                        |
|------------------------|------------------------|
| New Year's Day         | Washington's Birthday  |
| Patriot's Day          | Labor Day              |
| Memorial Day           | Veteran's Day          |
| Independence Day       | Thanksgiving Day       |
| Columbus Day           | Christmas Day          |
| Day after Thanksgiving | Martin Luther King Day |
| Juneteenth             |                        |

2. When a recognized holiday falls on a Sunday, it shall be observed on Monday. When a recognized holiday falls on a Saturday, it shall be observed on Friday. When the County offices are closed on the Friday after Thanksgiving Day, scheduled employees shall be permitted to work if they choose to do so.

3. Each employee shall receive eight hours holiday pay for each of the holidays listed above on which he performs no work. Holiday hours shall be considered hours worked for overtime purposes.
4. An employee shall be eligible for holiday pay if he/she is on authorized sick leave or on previously authorized leave of absence with pay.
5. To be eligible for holiday pay, the employee must work his/her last scheduled work day prior to, and his/her first scheduled work day after the holiday, except for cases of bona fide use of sick leave.
6. If a holiday is observed on an employee's scheduled day off or during his/her vacation, he shall be paid holiday pay for the unworked holiday. If any employee is required to work on a holiday, the employee shall be paid eight hours for civilian personnel and 8.55 hours for others, holiday pay in addition to his normal earnings for the pay period.
  - a. Additional legal holidays, when designated by the President of the United States, the Governor, or the Commissioners shall also be recognized.

ARTICLE 9 - SICK LEAVE, OTHER LEAVES OF ABSENCE, OVERTIME

1. Vacation Leave. The County shall grant vacation leave with pay to all regular employees, commencing with the date earned as follows:

<u>Period of Employment</u>	<u>Vacation</u>
<u>Leaves</u>	
After 4 months	1 week paid leave (vac., sick, emergency)
After one year	2 weeks paid
After six years	3 weeks paid
After twelve years	4 weeks paid
After seventeen years	5 weeks paid

Any employee whose employment is terminated within six (6) months after employment shall not earn any vacation leave. A vacation week shall be defined as a period of five days. For first year employees who successfully complete their probationary period, vacation leave for the year shall be earned on the last day of the year worked, based on the employee's anniversary date of initial hire, and shall not be earned or used in whole or in part before such date. For employees in their second and following years of employment, vacation leave shall be earned in one-week increments after completion of the appropriate fraction of the year of service based on the employee's anniversary date of initial hire (viz. one week for every six months for employees with one or more years of service and fewer than seven years of service, one week for every four months for employees with seven or more years of service and fewer than twelve years of service, and one week for every three months for employees with twelve or more years of service and fewer than seventeen years of service, and two weeks on the anniversary date every year and one week for every four months up to 3 weeks for employees with seventeen or more years of service. In the instance of regular employees terminating their employment, vacation leave shall be earned in

proportion to total hours worked during the work year, compared with total hours for a year based on the employee's standard workweek. Vacation leave must be used by December 31 of the calendar year following the calendar year in which it was earned, and unused vacation leave shall be taken at such times as shall be approved by the Department Head at least two (2) weeks (14 calendar days), or less with approval prior to vacation. Vacation leave shall be taken in full day increments. Employees shall not receive cash payments for unused vacation leave time while continuing in the employ of the County, except that upon written request received by November 30<sup>th</sup> an employee will be paid 75% of their daily hours (based on their then current rate of pay excluding overtime) for up to five (5) vacation days, payable by December 31<sup>st</sup>. The full number of vacation days so submitted for payment shall be deducted from the employee's total accumulated vacation time. If not exercised as required in this paragraph this right to payment for accrued vacation days shall lapse and is not cumulative from year to year. Upon separation, an employee shall be paid at his/her regular weekly pay rate exclusive of overtime for the unused portion of his accumulated vacation leave. If the employee is required to appear in court during his/her vacation in pursuance of his/her official duties, the employee shall receive an additional paid vacation day added to the vacation period during which the court appearance occurs. An employee with ten (10) or more years of service who indicates in writing at least ninety days prior to the effective date of retirement that he/she will retire under the Public Employees Retirement System shall be granted one (1) extra week of vacation leave. An employee with fifteen (15) or more years of service who indicates in writing at least ninety (90) days prior to the effective date of retirement that he/she will retire under the Public Employees Retirement System will be granted two (2) extra weeks of vacation leave. Such vacation leave shall be granted only upon the effective date of retirement.

2. Sick Leave. The County shall grant sick leave with pay to all regular employees at the rate of one (1) day per full month of service commencing with the date of initial employment. A maximum of one hundred forty (140) days unused sick leave may be accumulated and be carried from one calendar year to the next. An employee shall not be compensated for accumulated sick leave on separation from employment, but shall be permitted to apply the largest amount allowable under the Public Employees Retirement System rules accumulated sick leave upon retirement toward calculating retirement benefits under the Public Employees Retirement System according to its rules and practices. Appropriate documentation of the existence of illness justifying the use of sick leave may be required by the Administrator. An employee shall notify his supervisor at least one half (1/2) hour prior to the start of the regularly scheduled work day if the employee is unable to report to work due to illness, unless prevented from doing so by the severity of the illness or other circumstances beyond the employee's control. Failure to report as required may be considered justification for disallowing sick leave for that day. An absent employee shall call the Sheriff on each day of absence, unless the absence is for an extended period of time and a longer interval of reporting is established by the Sheriff.

Those employees who do not use sick leave or unpaid leave for any three (3) consecutive months (by calendar quarters) shall be awarded an incentive day to be converted to one day of vacation. Incentive days awarded under previous contract may continue to be carried forward. Use of personal days allowed under this collective bargaining contract shall not be considered use of sick leave for purposes of this paragraph. Incentive days shall be awarded on January 1, April 1, July 1, and October 1 of each year for days earned in the preceding ninety-day calendar quarter.

Employees in “posted” status, as defined below, shall not be eligible to earn and shall not earn any incentive day(s) while in posted status.

All employees are expected to report to work and to work their full scheduled hours and overtime hours assigned to them by management. When in the judgment of the Sheriff an employee has been absent frequently, or when an employee has been absent five (5) days or parts of a day in any six (6) consecutive months, has absences that exhibit patterns, or is absent for lengthy periods, the Sheriff may “post” the employee. The Sheriff shall notify a posted employee of his or her status and provide the employee with a written statement or record of the absences of the employee upon which the posting is based. The Sheriff will not post an employee for absences supported by appropriate documentation from a physician, physician assistant, or nurse practitioner of genuine illness or injury, or as a result of other validly approved absences under the leave provisions of this contract other than sick leave. For each unexcused or unapproved absence, the employee shall be subject to the following disciplinary actions in addition to any other disciplinary action permitted under this contract:

1. First occurrence within twelve (12) consecutive months after the date on which an employee is posted- Written reprimand
2. Second occurrence within twelve (12) consecutive months after the date on which the employee was reprimanded - One week suspension without pay
3. Third occurrence within twelve (12) consecutive months after the date on which the employee is suspended - Discharge

If an employee goes twelve (12) consecutive months after the date on which an employee is posted without an unexcused or unapproved absence, the employee’s posting shall automatically terminate without further action by the Sheriff.

(Note: This change shall not affect use of personal days earned under the former version of Article 9, Section 2)

3. Personal Leave. Each regular employee shall be entitled to two (2) days of personal leave to be used during each calendar year, provided that (a) any day so used shall be charged against accumulated sick leave, if any, or if not, against sick leave currently earned, (b) an unused personal leave day may not be carried over into a future year if not used, (c) use of a personal day is subject to the Sheriff’s approval in advance to assure adequate levels of staffing and service consistent with paragraph 13 of this Article, upon fourteen (14) days advance notice to the Sheriff except in case of emergency or where such notice would otherwise be impractical.
4. Bereavement Leave. The Sheriff shall grant a leave of absence without loss of pay for a reasonable period not to exceed five (5) working days for the death of the employee's spouse, child, step child, parent, guardian, or ward; three (3) working days for the death of the employee's sibling, grandparent, grandchild, stepparent, stepchild, child-in-law, or parent-in-law; and one (1) working day for the death of the employee's brother-in-law, sister-in-law, uncle, aunt, nephew or niece. Such leave shall include the day of the funeral. If such a death

occurs during an employee's vacation, the vacation may be extended by bereavement leave upon notification to and approval by the Sheriff. The employee shall not be required to provide legal documentation to prove the relationship of the person upon whose death the bereavement leave request is based.

5. Family Leave. An employee with sufficient accumulated sick leave shall be allowed leave of absence with pay when such leave is required for attendance upon members of the employee's immediate family whose illness demands the employee's care. Immediate family shall be defined as spouse, child, parent, parent-in-law, guardian, or ward. Such leave shall not exceed ten (10) days in any calendar year, shall not exceed five (5) days in any single instance, and shall be deducted from sick leave.
6. Professional Leave. The Administrator may, in his/her discretion, grant a professional leave of absence with pay for periods approved by the Administrator for enrollment or participation in any institute, course of study, or other function directly beneficial to the County. An employee who has been granted a professional leave by the Administrator may be asked to file with him/her no later than two (2) weeks following said leave a written report including, but not necessarily limited to, a summary of events, evaluation of the participation, benefits which may be perceived for the County and recommendations for future participation by employees.
7. Leave of Absence. A regular employee may be granted a leave of absence without pay or benefits by the Administrator upon recommendation of the Sheriff. Leave without pay or benefits shall not exceed one (1) year and shall be granted only when it appears that the best interests of the County shall be served. Neither employee benefits nor seniority shall accrue during a leave of absence.
8. Emergency Leave. Unpaid emergency leave of one (1) day per year may be granted by the Sheriff without pay for occasions such as floods, fire, accidents, court appearances, or any Act of God which could endanger life, health, or safety and must be attended to immediately. Unpaid emergency leave may also be granted in other instances upon approval of the Administrator.
9. New Parent Leave. A leave of absence up to twelve (12) weeks shall be granted by the County to any eligible employee upon written application for the birth of a child of the employee or the adoption of a child by the employee, subject to the limitations contained in this section. The application shall be filed with the County before the birth of a child or, if the child is adopted, as soon as practicable after placement of the child with the employee. With respect to a leave under this section, the employee shall first use up to five (5) days of the employee's earned and accumulated vacation time as paid leave. The employee shall next use the employee's earned and accrued sick leave as paid leave. The employee shall next use any other available vacation or paid leave time. Thereafter, the remaining leave, if any, shall be unpaid. This leave may be requested once only for the birth or placement of the child. To be eligible for leave hereunder, the employee must have been employed for twelve (12) months and must have worked at least 1,250 hours over the prior twelve (12) months before making the request for leave. The maximum leave under this section shall be twelve (12) weeks in the aggregate over a rolling twelve (12) month period. So-called "intermittent" leave shall not be granted.



10. Military Leave. The County shall grant any employee military leave for attendance at any military training. The employee requesting military leave of absence must furnish a copy of the military orders. Reservist and National Guard members must furnish a copy of their drill schedule. When, in instances of annual training, the total pay received for this training equals or exceeds that which would be earned by the employee in regular service to the County, leave shall be without pay. When, in instances of annual required military training, the total pay received for this training is less than that which would be earned by the employee in regular service to the County, the County shall pay the employee the difference between his regular, non-overtime earnings with the County and the amount actually earned. The employee shall furnish the Administrator an official statement by the supervising military authority specifying rank, pay, and allowance. Application for military leave shall be made in advance of taking leave. Employees completing active duty with military shall be granted reemployment rights in accordance with State Statutes and under the Federal uniform Services Employment and Reemployment Rights Act (FSERRA). Time spent on military leave of absence counts as time worked for the county for purposes of seniority and benefits that our based on seniority.
11. Jury Duty. Employees shall not lose pay or benefits while serving on jury duty. In instances where the amount received for jury duty is less than that which would be earned by the employees in regular service to the County, the County shall pay the employee the difference between his regular, non-overtime earnings with the County and the amount actually received. The employee shall furnish the Administrator an official voucher showing the amount received for jury duty.
12. Compensatory Time and Overtime.
  - (a) In all cases overtime shall be worked only at the direction of the Sheriff or other immediate supervisor.
  - (b) Use of Compensatory Time Previously Earned. Any compensatory time earned after July 1, 1981 and before April 1, 1986 shall be used on a time-and-one-half (1 1/2) basis so that one (1) hour of earned compensatory time shall entitle the employee to one and one-half (1 1/2) hours of time off. No employee may use compensatory time without obtaining express approval in advance from the Sheriff. Paid compensatory time off shall not be considered as hours worked for purposes of overtime under paragraph (a). No employee may use more than the number of hours in his/her standard workweek as compensatory hours in any thirty (30) day period.
  - (c) Overtime Pay. Employees shall be paid overtime pay at a rate equal to one and one half times their normal hourly rate when required by the Sheriff to work more than 84 hours during a fourteen (14) day period (provided that civilian employees shall earn overtime for hours worked in excess of forty (40) hours in a seven-day period). The employee's "normal hourly rate" means his/her weekly salary divided by forty. Nothing shall limit the discretion of the Sheriff in determining the need for overtime work, or in cases where overtime is to be worked, those employees to be assigned to work overtime.

(d.) The Sheriff shall report weekly in writing to the Treasurer all overtime and all compensatory time either earned or used by employees within the department in the preceding week. The Sheriff may authorize overtime and the earning of overtime pay only when, in the judgment of the Sheriff, overtime is necessary for the performance of official duties and responsibilities within the department that cannot be adequately performed in the absence of overtime. It shall be the responsibility of the Sheriff to limit, so far as practicable, the occasion for overtime pay being earned by department employees. An employee shall not be compensated for accumulated compensatory time earned prior to April 1, 1986, on separation from employment.

13. Leave Responsibility and Scheduling. It shall be the responsibility of the Sheriff to report to the Administrator an employee's request for leave. All such reports shall be in writing and shall include the accrued leave time of the employee as reported by the Treasurer. It shall be the responsibility of the employee to provide notice within a minimum of thirty (30) days with the exception of sick leave, funeral leave, emergency military leave, and vacation leave. Except as otherwise provided herein, all requests for leave shall require approval in advance of the Administrator and the Sheriff.

14. Definition of "Day". For purposes of this Article, unless otherwise provided a "day" shall mean the number of hours in an employee's regularly scheduled workday.

15. Payroll Records. The County shall cause written notice of each employee's accumulated vacation, sick leave, and other earned paid time off to appear on the pay stub or other written record furnished to the employee for each calendar quarter.

#### ARTICLE 10 - SUBSISTENCE REIMBURSEMENTS

1. Mileage. Regular employees who drive their private vehicles in the performance of their duties shall be reimbursed at a rate equal to the rate paid by the State to its employees, payable monthly. Mileage shall be measured from the point of departure to the destination and return, provided that no employee shall be reimbursed for normal commuting travel to or from home to or from the County Building.

2. Employment Related Activities. Employees who have been authorized by the Administrator, upon recommendation of the Sheriff to participate in conference, official meetings, activities, examinations, and institutes directly related to the employee's work may be reimbursed for tuition fees, meals, lodging, and transportation, including tolls. The employee shall submit to the Administrator a written estimate of all costs related to attendance at an approved function in order to receive a travel advance. Otherwise, the employee shall be reimbursed for actual expenditures after the fact. If the employee elects to travel to an approved function by car when the distance would normally, in the judgment of the Administrator, necessitate air travel, he/she shall be reimbursed at whichever rate is lower.

3. Reimbursement Procedure. Actual reasonable expenses incurred away from the usual work place of employment in the performance of assigned work shall be reimbursed only when a

receipt is submitted within thirty (30) days. For purposes of this paragraph the parties agree that the reasonable amount to be reimbursed for substantiated meal purchases while on duty shall be twelve (\$12) dollars. There shall be no reimbursement for liquor or entertainment.

#### ARTICLE 11 - HOURS OF WORK - CALLBACK/COURT TIME

1. Employees called back to work after their regular working day and after they leave the workplace, or employees required to appear in court or be available to the court on call in pursuance of their official duties when otherwise they would be off duty, shall be credited with a minimum of two (2) hours for such callback or court appearance or on call time for purposes of determining hours worked under Article 9, Section 12.

2. Employees receiving witness fees, court fees, or other compensation for time spent attending court proceedings or waiting and who are also compensated by the County for such time shall assign to the County or promptly surrender to the County when received any and all such payments. The employee shall furnish to the Administrator the original or copy of any official voucher showing the amount received or to be received, unless arrangements have been made by the employee for any payments to be sent directly to the County.

#### ARTICLE 12 - EVALUATION

1. Responsibility. The performance of all employees shall be frequently and fairly evaluated by the Sheriff by the end of any probationary period and not later than May 31 of each year thereafter, unless May 31 is less than ninety (90) days after the end of the probationary period, in which case the employee's next evaluation shall be completed by the following May 31. Step increases shall take effect on July 1 of each year following satisfactory evaluation.

2. Procedure. Upon review of each employee's performance, the Sheriff shall submit a complete evaluation report to the Administrator. Written evaluations shall contain the department head's recommendation whether:

- a. The employee should be advanced one or more steps in grade with the number of steps recommended.
- b. The employee should be promoted in classification and grade with the new classification, grade, and step recommended.
- c. The employee should remain at his/her current classification and salary level.
- d. The employee is in need of in-service training or staff improvement programs.
- e. The employee should be reassigned or dismissed.
- f. The employee's performance and conduct has been satisfactory or unsatisfactory.

If the employee is to be advanced more than a single step, or if the employee is to be promoted to a new classification, and if the advancement or promotion is the second within a one (1) year period, the written evaluation must clearly state the circumstances warranting such action and demonstrate that all qualifications for the new classification are met. No advancement or promotion shall be executed without receipt of a written evaluation from the Sheriff. All salary scale increments shall be authorized on a merit basis. Annual step increases shall not be considered automatic. All advances, promotions, salary scale increments, and decrease in salary because of change of classification shall be approved by the Administrator.

3. Unsatisfactory Evaluation. Any employee receiving an unsatisfactory evaluation shall be required to serve a probationary period of three (3) consecutive months, during which reasonable remedial measures shall be pursued by the Sheriff to enable the employee to improve his or her performance to a satisfactory level. If a subsequent evaluation at the conclusion of this probationary period also indicates unsatisfactory performance or conduct, the employee shall be demoted, suspended, or dismissed as deemed appropriate by the Sheriff, with the approval of the Administrator. Notwithstanding any other provision of this contract, any employee who is evaluated as being unsatisfactory in the performance of his or her job in two or more consecutive evaluations (subject to the fair evaluation requirements of paragraph 1) shall be subject to discharge by the Sheriff without further remedial action or lesser discipline.

#### ARTICLE 13 - WORKING RULES - DISCIPLINE AND DISCHARGE

1. The Employer will furnish each employee with a copy of all existing work rules and revisions to working rules as soon as practicable after revisions are made.
2. When existing work rules are changed or new rules are proposed, they shall be posted prominently on bulletin boards for a period of ten (10) consecutive work days, whenever possible, before becoming effective. Objections to any proposed work rules shall be made in writing by the association Steward to the Sheriff, who shall have the responsibility for reviewing such objections. A work rule, as posted, may be the subject of an association grievance beginning at Step 1 within thirty (30) work days after posting of the work rules. Pending resolution of any such grievance, employees shall act in accordance with the disputed work rule.
3. Discipline and Discharge. The reasons listed below, without intending to be exclusive and without purporting to limit the County, are deemed by the parties to be just cause for discipline, up to and including discharge:
  - a. Drinking on the job or arriving at work while under the influence of intoxicating beverages or drugs (excluding prescription drugs not impairing driving or working ability), or bringing same on job.
  - b. Repeated or serious insubordination.
  - c. Being repeatedly late or tardy after written warning.

- d. Malicious damage to County property.
- e. Conviction of a serious crime or one involving moral turpitude.
- f. Violation on the job of any State or municipal laws that substantially impairs or endangers the safety of the public.
- g. Theft or dishonesty relating to employment.
- h. Failure to adequately perform all assigned duties.
- i. Deliberate disobedience of a proper and reasonable instruction from a supervisor.
- j. Theft of property or destruction or malicious abuse of personal property of other employees or that of the County.
- k. Absence without leave.
- l. Knowingly giving false statements to a supervisor or the public or knowingly falsifying public record.
- m. Accepting gifts or gratuities as an inducement for the performance of official duties.
- n. Exerting unlawful influence or pressure to secure promotion, reclassification, leave, increased pay, or other benefits.
- o. Fraudulent use of leave.
- p. Willful violation of established policies or procedures.

So-called progressive discipline concepts need not be followed when the misconduct involved is either serious or part of a pattern of repetition of similar misconduct.

4. Non-probationary employees will not be disciplined or discharged without just cause. Notwithstanding any other provision of this contract, any employee who is evaluated as being unsatisfactory in the performance of his or her job in two or more consecutive evaluations (subject to the fair evaluation requirements of Article 12, paragraph 1) shall be subject to discharge by the Sheriff without further remedial action or lesser discipline.

#### ARTICLE 14 - STEWARDS - ASSOCIATION BUSINESS

1. Authorized officials of the Association may have reasonable access to the Employer's premises during working hours or as otherwise permitted by the Employer for the purpose of meeting with the Employer or the employees to adjust disputes, investigate working conditions,

and collect dues, provided there is no disruption of the workplace or interruption of the Employer or employees' working schedule. Upon their arrival, such officials will as a courtesy make their presence known and identify themselves to the Employer.

2. The Employer recognizes the right of the association to designate Shop Stewards and alternates. The authority of Shop Steward and Alternates so designated by the association shall be limited to and shall not exceed the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- b. The collection of dues when authorized by appropriate local association action;
- c. The transmission of such messages and information which shall originate with and are authorized by the local association or its officers, provided such messages and information have been reduced to writing, insofar as possible during non-working time.

3. The Employer shall provide and maintain a bulletin board at a location deemed suitable by the Employer on the premises. The association shall limit its use of the bulletin board to official association business such as meeting notices and association bulletins. The Employer must approve any other item to be posted before it is posted and may remove any item not so approved.

4. Stewards or Alternates may take up grievances with the Employer as they occur without loss of pay, and if a meeting is scheduled during working time at the request of the Employer, the Steward or Alternate shall be paid for time spent attending such meeting. Insofar as possible, Stewards and Alternates will process grievances during non-working time and as soon as possible after the grievance is presented. Subject to the discretionary advance approval of the Sheriff, Stewards may be excused from duty for up to five (5) days per year, without pay, for attending to association business or for association-sponsored educational programs.

5. The association shall have the right to use County facilities for association meetings upon ten (10) days advance written request to the Administrator (unless waived by the Administrator), who shall not unreasonably withhold approval of such requests. The association and its representatives will be responsible for insuring that the security of the building and its contents is maintained and that all facilities are left in the same condition as they were found.

#### ARTICLE 15 - MEDICAL INSURANCE AND OTHER BENEFITS

1. Social Security. All full-time employees shall participate in Social Security as provided by law.

2. Workers' Compensation. The County shall provide Workers' Compensation Insurance coverage for all employees as specified by law. The rate of contribution shall be determined by the insurance carrier, provided, nonetheless, that the Commissioners reserve the right in their sole discretion to elect to self-insure. When receiving Worker's Compensation benefits, employees will continue to accrue seniority and enjoy insurance and other benefits for up to twelve (12) months.

3. Public Employees Retirement System. All full-time regular employees, except elected or appointed officials, may participate in the Public Employees Retirement System, at the employee's election, under Regular Plan A (25 years service/age 60) for civilian dispatchers and other civilian personnel and Blended Plan 1c (20 years service/no age) for commissioned personnel, Participants and the County shall contribute at the level determined annually by the Public Employees Retirement System, according to the plan and level of benefits selected by the Commissioners.
  
4. Deferred Compensation. Employees may contribute to a deferred compensation plan of the County's choice. For those employees who choose not to contribute to MSRS, the deferred compensation plan may be chosen, with the County contributing 6%, and the employee contributing at least 3%.
  
5. Medical Coverage.

A. The County shall participate in an insurance plan providing medical and surgical coverage and, in addition, major medical coverage to a maximum of \$1,000,000. Each employee who has no coverage available from another source without cost to the employee shall be entitled to a plan, except that the employee shall be required to pay by means of regular periodic payroll deductions the following percentages of the total annual premium. Employees may have a choice of the following plans:

Coverage Level	POS C	POS 200	PPO 500
Single	15%	15%	15%
Parent with dependent children	15%	15%	15%
Full family	15%	15%	15%

If for any reason the current medical insurance plan is discontinued by the Maine Municipal Employees Health Trust, the Commissioners agree to consult with the Association's Representatives before changing the medical insurance plan. The Employer may require written assurances from the employee that the employee is eligible for insurance coverage hereunder. The employee share of such premiums shall be paid weekly.

B. If any Employee shall waive the right to County insurance in writing, and furnish written proof of insurance from another source, the County shall pay to said employee (on a weekly installment basis) the sum of (i) Two thousand dollars (\$2,000) if the employee was last receiving single coverage, (ii) Two thousand five hundred dollars (\$2,500) if the employee was last receiving parent with dependent child or children coverage, and (iii) Three thousand five hundred dollars (\$3,500) if the employee was last receiving full family coverage, but in each case only if the waiver is made effective for the month of January and the entire calendar year thereafter. If the waiver is made effective after January, then the cash payment to the employee in lieu of health insurance shall be pro-rated at the rate of one twelfth of the annual total for each full month during the calendar year when the employee receives no health insurance coverage through the County. For

newly hired employees, the amount of the payment in lieu of insurance coverage under this paragraph shall be based on the coverage that the employee would be eligible to receive if the employee received insurance through the County. It is understood and agreed that an employee's election under this paragraph to discontinue health insurance coverage through the County is irrevocable for the entire calendar year in which it takes effect. No election may be made to withdraw from County provided insurance after the month of September.

C. Commencing with the first pay period following July 1, 1992, the County will also provide at no cost to the employee dental insurance for each employee (and for the employee's family) while the employee remains employed by the County.

Employees hired before August 29, 2011, who retire shall be entitled to health insurance paid for by the County at the time of retirement, provided they have had continuous full time service with the county for the past 8 years and are collecting benefits under the Maine Public Employees Retirement System, Social Security, or both. For eligible employees who retire under this contract the county will pay the full cost of the insurance premiums for the retired employee and for his or her spouse, if any, provided the employee covered his or her spouse for the last five consecutive years prior to retirement. If the employee predeceases his or her spouse, the employee's surviving spouse may elect to continue to receive the health insurance under the county plan with the understanding that the spouse will be required to pay (100%) of the premium. Employees hired on or after August 29, 2011, shall not be entitled to health insurance paid for by the county after their retirement.

Health insurance premiums shall not be prorated for employees out of pay status due to forced closing of the County offices (i.e. day after Thanksgiving) and for up to five (5) days absence for those employees legitimately absent without sick leave.

Employees choosing to participate in the vision care section under the plan must pay the full cost of any premium

D. The County will maintain a Section 125 plan, so as to permit employee contributions and employer payments to be before taxes.

6. Group Life Insurance. The County shall participate in a group life insurance program. All employees shall be covered in the amount of the next round thousand dollars above the employee's annual pay. In instances of accidental death, the benefit shall be double the amount of the life insurance. Participation in the group life insurance plan shall be contingent upon participation in the Public Employees Retirement System. The County shall pay the premium established by the Public Employees Retirement System.

7. Meal Breaks. A thirty (30) minute meal break shall be granted during each regular workday or shift. On duty corrections personnel and dispatchers shall be allowed to eat at the jail facility, but only during regularly scheduled meals, at no cost. Employees are on duty during such period and subject to recall by the Sheriff or their supervisor.



8. Other Work Breaks. Work breaks shall be granted at a rate of fifteen (15) minutes for every four (4) hours worked, subject to the discretion of the Sheriff with respect to scheduling. Employees are on duty during such breaks and subject to recall by the Sheriff or their supervisor.

9. Damage to Personal Effects. Unless the employee is otherwise reimbursed by insurance or other collateral source, the County will pay a reasonable amount for any damage to an employee's personal clothing or personal effects when such damage occurs while the employee is on duty as a direct result of the performance of such duties.

10. Acting Grade Pay. When the Sheriff or chief deputy specifically assigns an employee the full responsibility of a higher grade for a period in excess of eleven (11) consecutive working days, the employee shall be paid at the rate for the acting grade retroactively and for so long as thus assigned if such rate results in an increase over his/her usual earnings.

11. Trading Time. The Employer shall continue the practice of permitting employees to substitute for one another on regularly scheduled tours of duty (or for some part thereof) in order to permit an employee to absent himself or herself from work to attend to purely personal pursuits, provided the employer shall not be required to permit trading if it would result in overtime. The trading of time shall have no effect on hours of work for overtime purposes if the following criteria are met:

- a. The trading of time is done voluntarily by the employees participating in the program and not at the behest of the Employer.
- b. The reason for trading time is due, not to the Employer's operations, but to the Employee's desire or need to attend to personal matters.
- c. The period during which time is traded and paid back shall be the 14 day cycle provided in Article 9, Section 12.

The trading of time shall be limited to personnel with comparable training and experience and shall be at the discretion of and with prior approval subsequently confirmed in writing of the Sheriff or chief deputy.

12. Uniform Allowances. The County shall pay the actual cost of purchasing uniform clothing and shall appropriate up to \$ 700 per Level 2 employee to maintain and replace uniform clothing, subject to prior authorization by the Sheriff and Administrator, except that the appropriation for Law Enforcement and Transport Officers shall be \$800 and for uniforms issued to new employees \$775. The uniform clothing allowance for the detective, civil process supervisor and civil process servers shall be \$850 per year. These amounts shall not be increased during the term of this contract.

Administration of the Uniform Policy shall be through the Labor/Management Committee, which is made up of the Sheriff, Public Safety Director, Jail Administrator, or their designees and three elected Association representatives.

Uniform items shall be provided by the County, and the employee is responsible for keeping the complete uniform clean and in good repair and appearance. Subject to approval of the Sheriff and approval of the Commissioners, the County will replace any item damaged or worn beyond repair. Employees shall replace items lost or damaged as a result of their own deliberate acts or negligence. Upon separation from service, an employee shall return his or her uniform to the County in good condition, reasonable wear and tear excepted, and upon failure by the employee to do so, the County may withhold from wages or other monies due the employee the cost of replacing the same. The employee shall sign a written receipt and agreement to the foregoing effective when employee's uniform or replacement items are issued. In any dispute over uniform return, the employer agrees to meet with the employee and steward upon request in an effort to resolve the dispute informally before imposing any sanction, but this informal process shall not be a grievance nor be deemed to subject any issues to the grievance procedure that would not otherwise be so subject.

13. Continuing Education in Law Enforcement. The employer agrees that continuing education for law enforcement and corrections personnel can be of value in preserving levels of competence and skill. The employer agrees to continue to provide in-service training for corrections personnel employed in the jail in accordance with past practices designed to permit corrections personnel to meet the minimum continuing education requirements established by the Maine Criminal Justice Academy pursuant to the Maine law. With respect to other law enforcement and corrections personnel, the employer agrees to consider providing continuing education and training for such personnel to the extent practicable within the financing constraints of the County and bearing in mind the need for the services of the employees involved. Any employee required to attend in-service training sessions when not normally scheduled for duty shall earn one and one-half (1 ½) hours of compensatory time or overtime, as the case may be, for every hour spent attending such in-service training sessions.

14. Special Details. Sheriff's Departments personnel working special details, such as security at dances, sporting events, private functions, construction projects, and the like, shall be paid a flat hourly rate of \$75.00 per hour (or such greater rate as is required to comply with overtime pay laws and contract provisions) for a minimum of four hours for each such special detail. Such special details shall be assigned on a rotating basis following the seniority list required under Article 22, provided that if a detail must be filled within twenty-four hours, then in that case the Employer need call or attempt to call the employees on the list at one primary number before being free to assign the detail out of order or from reserves or others not on the list in order to fill it in a timely manner. In any case, an employee shall not refuse overtime assignments with the Employer in order to take special details, but shall first perform the duties required by the Employer that take precedence over special detail work.

15. Personnel Files. Employees shall have the right to review the contents of their individual personnel files during normal business hours at the place where such files are normally kept. They have the non-cumulative right to one copy contained in the personnel file per year without charge and shall further have the right at their expense to additional copies.

16. Credit Union. If payroll deductions for a savings plan are permitted for County employees generally, such as to a credit union, then unit employees shall likewise be permitted to elect such deductions on the same basis.

#### ARTICLE 16 - AVAILABILITY OF AGREEMENT

The Employer will furnish each present employee with a copy of the collective bargaining agreement.

The Employer will also furnish all new employees with a copy of the collective bargaining agreement upon completion of their probationary period.

#### ARTICLE 17 - RESIGNATION

Upon the discharge of an employee, the Employer shall pay to the employee all money due to the employee. Upon resignation of an employee, the Employer shall pay to the employee all money due to the employee, on the payday in the week following such resignation. In the event an employee resigns, he shall have a forty-eight hour period in which to rescind his resignation in writing.

#### ARTICLE 18 - SANITARY CONDITIONS

The Employer agrees to maintain a reasonably clean, sanitary washroom having hot and cold running water and with toilet facilities, unless otherwise mutually agreed. Employees shall use diligent efforts to keep the washroom clean and shall place in appropriate waste baskets litter or trash from food, snacks, or other items brought into the County Building or return empty beverage containers to appropriate racks to maintain sanitary conditions. Nothing in this Article shall be applied to limit the control of the County in its discretion over the facilities or quarters to be used by employees in the performance of their work.

#### ARTICLE 19 - WAGES

All employees included within the bargaining unit shall be paid compensation for work performed in accordance with the hourly wage rate schedules, which is Schedule A and B to this Agreement (except as provided in Article 5, Probationary Period), subject to the limitations and adjustments herein provided. Wages shall be paid weekly in arrears, with pay periods to end with the last duty shift commencing Thursdays. Wage steps based on years of service shall be granted as of July 1 each year, subject to Article 12 (evaluation) and the salary scale notes.

#### ARTICLE 20 - UNION SECURITY

1. Membership in the Association is not compulsory. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association. The terms of this Agreement have been made for all employees in the bargaining unit and not for members in the Association.
2. The Employer shall deduct regular weekly dues, benefit premiums or fees (including service fees and initiation fees), upon receipt of a signed authorization from each employee (a

copy of which is to be retained by the Employer) and a certified statement from the Secretary/Treasurer of the Association as to the amount for dues and fees. Such authorization shall be for the life of this Agreement and shall be continued thereafter if an Agreement exists between the Employer and the Association, unless an employee notifies the Association in writing no more than twenty (20) days and not less than ten (10) days before the expiration of the Agreement of his desire to revoke his authorization.

3. The Employer shall forward such dues, contributions and fees collected to the Secretary-Treasurer of the Association before the fifteenth (15th) day of the month following the month in which deductions were made.

4. Delinquent Dues. Upon notification by the Association of delinquent dues or fees, the Employer shall deduct for delinquent dues or fees in addition to deduction for regular dues or fees, provided the employee has in writing authorized such deduction.

5. Upon receipt of a written authorization card from the employee, the county will deduct association dues as indicated. The county has no obligation to pay the association any dues or fee payments for an employee if the employee has not signed said authorization card.

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

#### ARTICLE 21 - GENERAL CONDITIONS OF EMPLOYMENT

As a condition of employment, employees shall, upon request, submit to a physical examination by a physician selected by the Employer, and the Employer shall pay for such examination. However, an employee may have the physical exam by a physician chosen by the employee, but the Employer will pay only as much of that physician's charges as would be equal to the charge for a physical exam made by the physician designated by the Employer. If x-rays are required by the County, the cost of them shall be covered by hospitalization insurance or paid by the Employer. Any additional examinations required by the Employer shall be at the Employer's expense. If an employee shall be ill or disabled or otherwise unable to report to work for twelve months or longer, and such illness or disability is not job related, the employee's employment shall automatically terminate.

#### ARTICLE 22 - SENIORITY

1. A seniority list for the purpose of reduction in force and for other purposes provided herein shall be established naming all the employees covered by this Agreement, with the employee with the greatest seniority (years of service) with the County listed first. Seniority shall be based upon the employee's last date of permanent hire in a unit position with the County. Seniority, for the purposes of this Agreement, shall be interpreted to mean length of continuous service only. For employees reporting to work on the same day at the same time, seniority shall be based on the toss of a coin. Nonetheless, the Seniority List shall also provide an entry for informational purposes for the date of assignment to current position, which date controls timing of evaluations.

2. In addition to controlling order of layoff of qualified employees, seniority will be a major factor in all decisions pertaining to vacancies and promotion, provided that qualifications and other relevant factors are equal. In scheduling vacation time, compensatory time, or other leaves, and in assigning special details, seniority shall be considered along with other relevant factors.
3. The initial seniority list shall be brought up-to-date on January 1 of each year, and posted thereafter on bulletin boards for a period of not less than thirty (30) days, and a copy of same shall be delivered to the Steward(s). Any objection to the seniority list, as posted, must be reported to the Employer within ten (10) days from the date posted or it shall stand accepted as posted. The seniority list shall be revised as needed when changes occur, but not less frequently than quarterly.
4. Loss of Seniority. An employee shall lose his or her seniority if he or she:
  - a. resigns from his/her employment;
  - b. is discharged;
  - c. is absent from work without just cause or without notifying Employer, if reasonably possible;
  - d. is laid off and not recalled for work within three (3) years from the date of layoff;
  - e. accepts a position outside of the Employer's service;
  - f. accepts a position outside of the bargaining unit but within the Employer's service and does not return to a vacancy within the bargaining unit for a period of six (6) months beginning with the date he/she left the position in the bargaining unit;
  - g. fails to notify the Employer, within three (3) calendar days of the receipt of a notice of recall, if such notice has been mailed to the last known address, of the intent to return to work, unless extenuating circumstances beyond the control of the employee prevent the employee from doing so.

#### ARTICLE 23 - DURATION OF AGREEMENT

This Agreement shall be effective as of the first day of January 2020, and as of final ratification by both parties and signing, and it shall remain in full force and effect until December 31, 2022.

#### ARTICLE 24 - EMPLOYMENT STANDARDS

It is mutually agreed that employees shall regard themselves as governed by the highest ideals of honor and integrity in all their public relationships in order that they may merit the respect and

confidence of the general public. The employees agree that they will individually and collectively perform efficient work and service and will use their best efforts to protect the County from vandalism and to advance the safety and the interests of the public.

#### ARTICLE 25 - MANAGEMENT RIGHTS

Except as otherwise expressly provided in this Agreement, the operation and management of the affairs and services of the County, the supervision and direction of all employees, and any and all other management rights and prerogatives are reserved by and vested exclusively in the County and its agents. Notwithstanding anything in this Agreement to the contrary, the Employer may take any action or may refrain from any action as reasonably believed by the Employer necessary to comply with the laws of the United States or of the State of Maine from time relating to County government or to employment after notice to the Association.

#### ARTICLE 26 - COMPLETENESS OF AGREEMENT

This Agreement represents the entire Agreement between the parties, who agree that all matters that were or might have been the subject of negotiations have been fully discussed and resolved as expressed herein, and they mutually waive all bargaining rights during the term of this Agreement.

#### ARTICLE 27 - EXISTING BENEFITS AND SCHEDULES

1. Existing working conditions and benefits in effect immediately prior the commencement of this agreement will not be diminished or reduced.
2. The County agrees, except in cases of emergency, not to make any permanent change in jail or law enforcement work schedules without first meeting and consulting with the association.

#### ARTICLE 28 - DEFECTIVE EQUIPMENT

The Employer shall not require any employee to take out on the street or highways any vehicle that is not in safe operating conditions or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement for an employee to refuse to operate such equipment unless such refusal is unjustified.

#### ARTICLE 29 - PROMOTIONS

Promotional evaluation and recommendation will be made by the Sheriff based on past evaluation of performance and conduct records, written and oral examinations, plus initiative, ability to effectively complete assignments, ability to effectively communicate information both orally and through the medium of record systems, ability to confront and deal effectively with the public in all relationships, ability to lead and supervise others, the ability to get along with fellow employees, and seniority. The evaluation and recommendation must be unbiased and must be based on the fair, impartial judgment of the Sheriff, supported with written personnel records and evaluations, documented complaints, and similar facts. The final decision with

respect to promotion shall be reserved to the discretion of the County Administrator. All promotional exams documents and procedures shall be submitted to the Administrator and are subject to his/her approval.

#### ARTICLE 30 - CLASSIFICATION CODE AND RANKS

1. Position Classification and Description. A detailed description shall be maintained in the Commissioner's office of each position in the personnel system. Each description shall include rank (where applicable), title, qualifications, supervisor, employees supervised, major responsibilities, approximate percent of time expended in each activity, and normal workweek. A classification shall comprise one or more positions that are comparable in the essential character of their duties by virtue of the degree and nature of responsibility. All positions assigned the same classification shall be given identical salary scale pay grade assignments under Schedule A. Position titles shall be descriptive of the functions performed. Position descriptions shall accurately reflect the duties performed as well as the responsibilities inherent in each position.
2. Review and Reclassification of Positions. Each position shall be reviewed at least once every two years by the Administrator and the Personnel Office and reclassified if warranted in their judgment.
3. Reclassification Based Upon Evaluation. An employee may be reclassified as a result of an employee evaluation following procedures outlined in Article 12.
4. Creation of New Positions or Abolition of Existing Positions. The Commissioners reserve the right to establish or abolish positions, after giving notice to the association.

#### ARTICLE 31 - INVESTIGATION OF EMPLOYEE CONDUCT

1. Any employee whose conduct is being investigated by the Employer as a result of citizen complaints or otherwise shall, to the extent practicable without compromising the effectiveness of such investigation: (a) be entitled to reasonable notice of the charges against him/her, (b) be given a reasonable opportunity to respond to them, and (c) be afforded due process of law.
2. When an employee is called into a supervisor's office for the purpose of administering discipline to that employee, the employee has the right (unless waived in writing) to have a association representative present.
3. No disciplinary action shall be taken based upon citizen complaint(s) against an employee unless, before such disciplinary action is taken, the complaint is put in writing by the complainant or stated in a written report by the supervisor or other officer receiving or investigating the complaint.
4. The parties agree that the Androscoggin County Sheriff's Department and all its functions are and shall be a drug free workplace. The Sheriff shall have the authority at any time, at his discretion, with or without reasonable suspicion, to require any employee to submit

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this agreement effective as of the 27<sup>th</sup> day of April 2022, for employees employed on the date this agreement is signed by all parties.

FOR THE EMPLOYER:  
ANDROSCOGGIN COUNTY  
COMMISSIONERS

FOR THE ASSOCIATION:

By: Ma

Sally A. Christen  
Laura Hallen  
Edward Plowden  
Robert L. Boney  
Jane M...

By: Delbert Mason

Troy Hays  
M...





<b>SCHEDULE A</b>				
<b>YEARS OF SERVICE</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	
	<b>Jan</b>	<b>Jan</b>	<b>Jan</b>	
<1	21.42	22.07	22.74	
1	22.05	22.72	23.41	
3	23.00	23.69	24.40	
5	24.05	24.78	25.53	
7	24.86	25.61	26.38	
9	25.71	26.49	27.29	
11	26.44	27.24	28.06	
13	27.44	28.27	29.12	
15	28.44	29.30	30.18	
<b>SCHEDULE B-PATROL</b>				
<1	24.06	24.79	25.54	
1	24.84	25.59	26.36	
3	25.63	26.40	27.20	
5	26.72	27.53	28.36	
7	27.81	28.65	29.51	
9	28.33	29.18	30.06	
11	29.08	29.96	30.86	
13	31.08	32.02	32.98	
15	32.08	33.05	34.05	
<b>SCHEDULE C-DISPATCH</b>				
<1	22.42	23.10	23.80	
1	23.05	23.75	24.47	
3	24.00	24.72	25.47	
5	25.05	25.81	26.59	
7	25.86	26.64	27.44	
9	26.71	27.52	28.35	
11	27.44	28.27	29.12	
13	28.44	29.30	30.18	
15	29.44	30.33	31.24	

ADDITIONS 2023-2025

Night Shift Hourly addition	\$ .50
Corporal Hourly Addition	\$1.50
Sergeant Hourly Addition	\$3.00
Associate Degree	\$ .60
BA/BS	.80
MA/MS	1.00
CID/Transport	1.00

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Notes to Salary Scales

1. Based on classification plan from time to time established by the County and the rank and/or grade assigned to employee's position under such plan.
2. Annual steps earned in a calendar year, will be effective the first pay period following July 1 of that calendar year, but subject to Article 12. Provided, however, that an employee who transfers to another position in the same or a lesser grade within the same department (meaning for this purpose the same County budget account) shall start in such a position at his or her current letter step, unless the transfer was made for cause. Employees promoted in rank/grade shall thereafter be evaluated as of July 1.
3. Newly hired employees shall be credited by the Sheriff for their years of previous law enforcement experience if hired in a law enforcement position, or their years of previous corrections experience if hired in a corrections position, or their years of previous dispatch experience if hired in a dispatch position, but only for experience serving in a federal, state, or local law enforcement, dispatch or corrections service deemed by the Sheriff comparable to the operations of the County. When granted by the Sheriff, credit shall be granted in full year increments. The determinations made by the Sheriff shall be final and not subject to the grievance procedure. If a person is hired with credit for prior experience under this paragraph and then later changes jobs within the County, transferring for example from law enforcement to corrections, the credit for years of experience before hiring with the County shall be eliminated and the person shall thereupon be credited only with years of employment experience with the County.
4. The night shift differential applies to corrections officers assigned to work in the jail, communications personnel, and patrol officers. The Police Academy hourly addition applies to the MCJA police academy (formerly twelve weeks and now eighteen weeks) and only for employees assigned to law enforcement functions (*i.e.*, patrol, detective, or special details).
5. CID shall receive \$300.00 per week for being in on-call status, as of Jan 1, 2024.