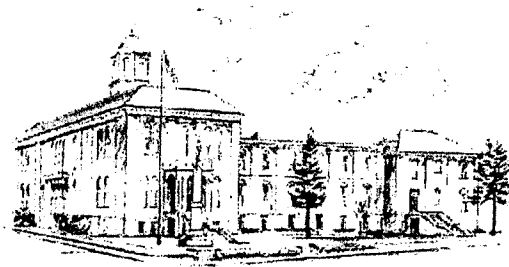


**ANDROSCOGGIN COUNTY COMMISSIONERS
AND
AFSCME COUNCIL NO. 93, LOCAL 1828-14**



**COLLECTIVE BARGAINING AGREEMENT
JANUARY 1, 2021 TO DECEMBER 31, 2023**

THIS AGREEMENT is entered into between the ANDROSCOGGIN COUNTY COMMISSIONERS, hereinafter referred to as the Commissioners or Employer, and AFSCME COUNCIL NO. 93, Local 1828-14, in the State of Maine, affiliated with the AFL-CIO, hereinafter referred to as the union.

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 union.

ARTICLE 2 - THE BARGAINING UNIT - RECOGNITION

The bargaining unit governed by this Agreement is the Supervisory Command Bargaining Unit, as established by agreement of the parties to proceedings before the M.L.R.B. as follows: Jail Administrator, Assistant Jail Administrator, Public Safety Director, Assistant Public Safety Director, and Communications Director. The Employer recognizes the union as the sole and exclusive bargaining agent for all regular fulltime 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.

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 union or subverting the collective bargaining agreement. The County agrees to negotiate with the union 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 County pledges that temporary employees shall not be used for the purpose of subverting the collective bargaining agreement or undermining the union.

ARTICLE 4 - CONTRACT GRIEVANCE PROCEDURE

The purpose of the grievance procedure is to settle grievances (as herein defined) between the Employer and the Union 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 union.
- 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 work days.

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 Union 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.

Initiating a Grievance. A grievance must be initiated at the lowest level at which a remedy can be granted.

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 Union may appeal a decision of the Sheriff within five (5) 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. The County Administrator shall provide a written reply within five (5) days of receipt of the grievance, or any meeting held to consider the grievance, whichever is later.

Step 4 - Commissioners. The Union 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 Union 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 union or Employer may be represented or assisted by any person chosen by the union or Employer.

Step 5 - Arbitration. If the union is not satisfied with the disposition of the grievance by the Employer, the union 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 union and the Employer shall endeavor in good faith to agree upon a single neutral arbitrator, but if they cannot, the Employer or the union 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 creditable 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. 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. All new law enforcement employees shall serve a probationary period of twelve (12) months, beginning after successful completion of the MCJA basic training program, if required by state law.

Employees promoted from the rank and file bargaining unit into a position within this bargaining unit shall be considered probationary employees for their first six (6) months employment within this bargaining unit, but shall continue to be considered regular employees for sick leave, vacation, holidays, and other contractual benefits; however, they shall not be afforded rights to just cause for discipline and discharge during the probationary period.

ARTICLE 6 - VACANCIES

A vacancy, if the Administrator elects to fill it, shall be filled based upon the recommendation of the Sheriff, in the Sheriff's sole discretion, and the approval of the Administrator. A vacancy that is to be filled shall be posted for four (4) working days in order to receive applications to fill the 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 prior to layoff 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.

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 |

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.

3. Each employee shall be paid or each of the holidays listed above on which he performs no work.

4. An employee shall be eligible for a holiday if he is on authorized leave or on previously authorized leave of absence with pay.

5. To be eligible for a holiday, the employee must work his last scheduled work day prior to, and his 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 vacation, he shall be paid holiday pay for the unworked holiday.

7. 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 per quarter:

- a. During the first four (4) years of continuous regular full time service, a total of fifteen (15) days per year.
- b. From five (5) years of continuous regular full time service, through ten (10) years of continuous regular full time service, a total of twenty (20) days per year.
- c. From eleven (11) years of continuous regular full time service, through nineteen (19) years of continuous regular full time service, a total of twenty five (25) days per year.
- d. From twenty (20) years of continuous regular full time service, a total of thirty (30) days per year.

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. 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, except that unused vacation time may be accumulated and carried over up to a maximum of sixty (60) days when aggregated with current year vacation time, and unused vacation leave shall be taken at such times as shall be approved by the Sheriff at least one (1) week prior to vacation, unless such notification is waived by the Sheriff. 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 as provided in the following two sentences. Annually employees may submit a written request that must be received by the County by May 1 or October 1 to be paid for up to fifteen (15) days of unused vacation leave time. (Only one may be submitted yearly) If the County receives a timely written request as provided in the preceding sentence, then the employee will be paid for the time (that is for 6.4 hours for each day and the days so paid shall be deducted (at the rate of 8 hours) from the employee's unused vacation leave time on the books, and shall be paid within thirty (30) days of the request. Upon separation, an employee shall be paid at his regular 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 vacation in pursuance of his 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 will retire under the Maine State 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 will retire under the Maine State 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.

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 twenty (120) 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 allowable amount of accumulated sick leave upon retirement toward calculating retirement benefits under the Maine State 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 (½) 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 for any three (3) consecutive months, by calendar quarter, shall be awarded an incentive day to be converted to one day of vacation. 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.

2. 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 the 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.

3. 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, 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.
4. 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.
5. Professional Leave. The Administrator may, in his discretion, grant, with prior recommendation by the Sheriff, 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 County Administrator shall file with him no later than two (2) weeks following a request from the Administrator 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.

6. Leave of Absence. A regular employee may be granted a leave of absence without pay or benefits by the County 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. No employee benefits or seniority shall accrue during a leave of absence.
7. 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.
8. Maternity Leave. Subject to the limitations of the state and federal Family Medical Leave Acts, maternity leaves of absence without pay up to six months may be granted by the Administrator in his discretion to any employee upon application accompanied by a written statement from the physician indicating the anticipated date of birth.
9. Military Leave. The County shall grant any regular employee military leave for attendance at any military training encampment conducted by the United States Government. The employee requesting leave shall furnish the County with a copy of the employee's military orders as a condition of payment to the employee under this paragraph. Reservists and National Guard members shall promptly furnish the County a copy of their drill schedules as a condition of payment to the employee under this paragraph. When, in instances of such military 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 any 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 thirty (30) days before leave is taken, or in cases of unexpected call up as soon as possible after the employee receives notice, in order to qualify for paid leave under this paragraph. Employees completing active duty with the military following a leave approved under this section shall be granted reemployment rights

in accordance with state law and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), and their time spent on military leave shall be counted as time in service for the County for purposes of seniority and benefits that are based on seniority.

10. 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 an official voucher showing the amount received for jury duty.

11. Compensatory Time and Overtime.

(a) The parties agree that all members of the bargaining unit are salaried management personnel who shall devote the number of hours to the performance of their duties required and shall not be considered eligible for overtime pay or compensatory time off in lieu of overtime pay.

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.

12. Employees Elected to Union Office. Leave of absence without pay shall be granted to any employee elected to statewide office in AFSCME Council No. 93. The leave shall expire thirty (30) days after the expiration of the last such office held by the employee. If the employee decides not to seek, or fails to achieve, re-election to such office or election to a different office, he or she shall promptly give written notice of such facts to the Administration. At the expiration of such leave, the employee shall be entitled to return to his or her former job and seniority status.

13. Definition of "Day". For purposes of this Article, unless otherwise provided a "day" shall mean eight (8) hours.

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 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 rate of reimbursement for meals shall be \$20.00 . There shall be no reimbursement for liquor or entertainment.

ARTICLE 11 - WITNESS FEES/COURT FEES

Employees receiving witness fees, court fees, or other compensation for time spend 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 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 – ANNUAL EVALUATION

1. Responsibility. The performance of all employees shall be frequently and fairly evaluated in writing by the Sheriff or the Sheriff's designee by the end of any probationary

period and prior to the employee's anniversary date of hire of each year thereafter. . The Sheriff or the Sheriff's designee shall review the written evaluation with the employee. An employee may within fifteen (15) days after receiving the employee's evaluation submit a written response, which will be included in the employee's file along with the Sheriff's written evaluation.

2. Procedure. Upon review of each employee's performance, the Sheriff shall submit a complete written evaluation report to the Administrator. Written evaluations shall contain the department head's recommendation whether:
 - a. The employee should be increased in compensation under the salary range with the salary recommended.
 - b. The employee should be promoted with the rank and/or position recommended.
 - c. The employee should remain at the employee's current position 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.

No advancement or promotion shall be executed without receipt of a written evaluation from the Sheriff. All salary increases 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 union Steward to the Sheriff, who shall have the responsibility for reviewing such objections. A work rule, as posted, may be the subject of a union 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 provisions of 30-A M.R.S.A. § 501, 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 - UNION BUSINESS

1. Authorized officials of the Union 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 union to designate Shop Stewards and alternates. The authority of Shop Steward and Alternates so designated by the union 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 union action;
 - c. The transmission of such messages and information which shall originate with and are authorized by the local union 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 union shall limit its use of the bulletin board to official union business such as meeting notices and union 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 union business or for union-sponsored educational programs.

5. The union shall have the right to use County facilities for union 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 union 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 County reserves the right in its 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. Maine Public Employees Retirement System. All full-time regular employees, except elected or appointed officials, may participate in the Maine Public Employees State Retirement System, at the employee's election, under Regular Plan A (25 years service/age 60) for civilian dispatchers and other civilian personnel and Special Plan #2 (25 years service/no age) for commissioned personnel, effective for persons hired on or after July 1, 1997. Persons promoted into a bargaining unit position from another position with the County in which they were covered under the 20 years service/no age plan shall be permitted to continue under that plan. Participants and the County shall contribute at the level determined annually by the Maine State Retirement System, according to the plan and level of benefits selected by the Commissioners.

4. Medical Coverage. The County shall participate in an insurance plan providing medical and surgical coverage and, in addition, major medical coverage. Each employee who has no such coverage available from another source without cost to the employee may obtain coverage at County expense, except that the employee shall be required to pay \$75.00 per month for single coverage, \$275.00 per month for full family coverage \$190.00 per month for parent with child or children for coverage under the POS plan until July 1, 2015 and under the PPO 500 plan on and after July 1, 2015.

On or after July 1, 2015, the parties agree that the County will provide the MMEHT PPO 500 plan as the standard plan instead of the POS plan, with the employee having the option at the

employee's expense to select the Comprehensive Point of Service Plan C or POS 200. The employee will pay the difference between the employer contribution for the PPO 500 plan and the current premium for the coverage and plan selected by the Employee.

In addition, the Employer will establish a health reimbursement arrangement (HRA) and will contribute to it annually on a non-cumulative basis the following amounts to be used to pay for deductibles or coinsurance or both incurred by the employee upon satisfactory verification presented to the Employer's selected third party administrator: 100% of the out of pocket maximum payable by each insured employee for said amounts for the contract term.

The Employer may require written assurances from the employee that the employee is eligible for insurance coverage hereunder. The County share of such premiums shall be paid weekly. The commissioners will also provide at no cost to the employee dental insurance for each employee (and for the employee's family). Employees hired before January 1, 2005, who retire shall be entitled to health insurance (but not the HRA plan) paid for by the County at the time of retirement, provided they have had continuous full time service with the county for the past eight (8) years and are collecting benefits under the Maine State Retirement System, Social Security, or both. For eligible employees who retire under this contract the County will pay the full premiums for the retired employee and for his or her spouse if any during the lifetime of the retired employee under the County's plan then in effect at the time of retirement or a comparable plan. 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 premiums. Employees hired on or after January 1, 2005, shall not be entitled to health insurance paid for by the County after their retirement. 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 (\$2,000.00) if the employee was last receiving single coverage, (ii) Two thousand five hundred dollars (\$2,500.00) if the employee was last receiving parent with dependent child or children coverage, and (iii) Three thousand five hundred dollars (\$3,500.00) 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.

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

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

5. 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 Maine State Retirement System. The County shall pay the premium established by the Maine State Retirement System.
6. Meals. On duty personnel shall be allowed to eat at the jail facility, but only during regularly scheduled meals, at no cost.
7. Uniform Allowances. The County shall provide each employee an allowance of up to one thousand dollars (\$1,000) per year to be used at the discretion of the officer for the purchase of either uniforms or civilian clothing suitable for work.

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

8. Continuing Education. 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.

8A. 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 fifteen (15) consecutive working days, other than to replace an individual who is absent for vacation or other routine leave, 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 the employee's usual earnings

9. Special Details. In entering into contracts with outside parties to provide Sheriff's Departments personnel for special details, such as security at dances, sporting events, private functions, construction projects, and the like, the Employer agrees to secure a flat hourly rate of not less than \$50.00 per hour, or one and one half times the employee's regular rate of pay, whichever is greater, for 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 21 of this contract and the parallel provisions of Article 21 of the collective bargaining contract with the non-supervisory unit, provided that if a detail must be filled within twenty-four hours, then in that case the Employer need call or attempt to call no more than five employees on the list 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, which take precedence over special detail work.

10. 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, and shall further have the right at their expense to copy items contained in the personnel files.

11.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 or she shall have a forty-eight hour period in which to rescind his or her resignation in writing, provided it has not already been received and accepted by the County Administrator, in which case the resignation cannot be rescinded.

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 Administrator in his 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 salary scales and schedules which appear as Schedule A to this agreement (except as provided in Article 5, Probationary period). Salaries shall be paid in arrears, with pay periods to end with the last duty shift ending Saturday. Effective January 1, 2018, the base and pay scale will be as outlined on Schedule A. Wage steps based on years of service shall be granted as of anniversary dates subject to Article (evaluation).

Wage steps based on years of service shall be granted as of anniversary dates subject to Article 12 (evaluation).

ARTICLE 20 - UNION SECURITY

1. Membership in the Union is not compulsory. The Union 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 Union. The terms of this Agreement have been made for all employees in the bargaining unit and not for members in the Union.

2. The Employer shall deduct regular dues, benefit premiums or fees (including service fees and initiation fees) and, if the employee so elects, Peoples PAC contributions, 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 Union 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 Union, unless an employee notifies the Union 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 and for check off, except that Peoples PAC contributions may be discontinued at any time by the employee by giving written notice to the Employer and the Union.

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

4. Delinquent Dues. Upon notification by the Union 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. For employees hired into a permanent position, said employees shall have ten days after completion of their probationary period within which to join the union or sign a non-member waiver form.

6. Upon receipt of a written authorization card from the employee, the county will deduct the full union dues as indicated.

7. The Union shall indemnify and save the Employer harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues, contributions and fees and remitting the same to the Union 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 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;
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;
- f. 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 January 1, 2021, and it shall remain in full force and effect until December 31, 2023.

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 Union.

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 union.

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 approval. During the term of this agreement, the parties shall discuss (but not negotiate) in the labor/management relations committee the concept of "posts" and assignments and whether the Sheriff should consider such assignments promotions. County employees promoted into a position within this bargaining unit shall carry over into their new position their accumulated sick time and vacation time benefits earned in their former County position.

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 bargaining unit. 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.
2. Creation of New Positions or Abolition of Existing Positions. The Commissioners reserve the right to establish or abolish positions. If a new position is created during the term of this Agreement the Commissioners shall meet and consult with the Union before establishing the rate of pay for the position.

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, (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 union 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.

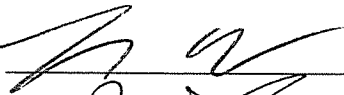
4. The parties agree that the Androscoggin County Sheriff's Department and all its functions are and shall be a drug free workplace. The Sheriff shall have the authority at any time, at his discretion, with or without reasonable suspicion, to require any employee to submit to a random test for the presence of any controlled substance, including but not limited to alcohol, marijuana, cocaine, amphetamines, phencyclidine (PCP), or opiates. In exercising this authority, the Sheriff shall establish and from time to time may modify a procedure for testing to assure that appropriate sampling methods are used by qualified personnel and that the results are reliably reported, consistent with standards such as National Institute on Drug Abuse (NIDA) guidelines or equivalent standards. A positive test result, or the refusal to submit to and fully cooperate with testing or retesting, shall be grounds for discipline or discharge under Article 13.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals effective as of the 1st day of July 2020.

FOR THE EMPLOYER:
ANDROSCOGGIN COUNTY
COMMISSIONERS

FOR THE UNION:
COUNCIL NO. 93, AMERICAN
FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, IN THE
STATE OF MAINE, AFL - CIO, LOCAL
1828-14

By:






Shelly A. Christian

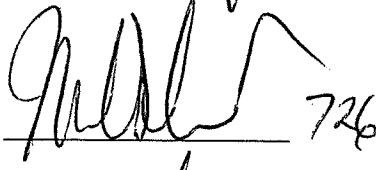
Joan Rooney

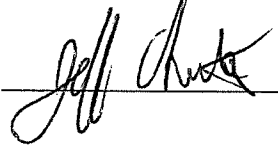
Neil [unclear]

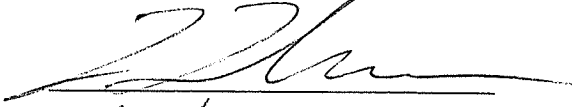
Marc R. Key

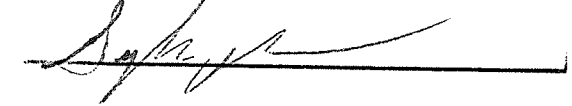
By:





726






SCHEDULE A

Androscoggin County Supervisory Command Unit Weekly Salary Scales for 2021 to 2023 with accompanying notes, are part of this agreement as follows.

SCHEDULE A

Ass't Jail Admin, PS	2021	2022	2023
<1 Year	\$ 1,150.00	\$ 1,184.50	\$ 1,220.04
<3	\$ 1,200.00	\$ 1,236.00	\$ 1,273.08
<5	\$ 1,250.00	\$ 1,287.50	\$ 1,326.13
<10	\$ 1,300.00	\$ 1,339.00	\$ 1,379.17
<15	\$ 1,340.00	\$ 1,380.20	\$ 1,421.61
15>	\$ 1,375.00	\$ 1,416.25	\$ 1,458.74
20-24	\$ 1,425.00	\$ 1,467.75	\$ 1,511.78
25>	\$ 1,475.00	\$ 1,519.25	\$ 1,564.83

Jail Admin, PS, Comm

<1	\$ 1,250.00	\$ 1,287.50	\$ 1,326.13
<3	\$ 1,300.00	\$ 1,339.00	\$ 1,379.17
<5	\$ 1,345.00	\$ 1,385.35	\$ 1,426.91
<10	\$ 1,385.00	\$ 1,426.55	\$ 1,469.35
<15	\$ 1,433.00	\$ 1,475.99	\$ 1,520.27
15>	\$ 1,475.00	\$ 1,519.25	\$ 1,564.83
20-24	\$ 1,525.00	\$ 1,570.75	\$ 1,617.87
25>	\$ 1,575.00	\$ 1,622.25	\$ 1,670.92

Persons hired after the effective date of this contract shall be assigned to their proper rank on the above scale at the "less than one year of service" step. Persons promoted into a bargaining unit position from another position with the County shall be assigned to their proper rank on the above scale at the "less than one year of service" step unless such assignment would result in a reduction in their annual base salary (excluding overtime earnings), in which case they shall suffer no reduction in salary upon their promotion into a position and rank within this bargaining unit. Upon recommendation of the Sheriff the Administrator may in his discretion assign newly hired officers at a step higher than the entry level based on qualifications and experience.

