

AGREEMENT BETWEEN THE

PISCATAQUIS COUNTY COMMISSIONERS

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES AFL-CIO
(Administrative Unit)**

January 1, 2019 through December 31, 2020

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ARTICLE 1 – RECOGNITION

Pursuant to the Agreement on Appropriate Bargaining Unit dated January 16, 2009, the Piscataquis County Commissioners (hereinafter referred to as Commissioners) recognizes the American Federation of State, County, and Municipal Employees, Council 93 (hereinafter referred to as Union) as the sole and exclusive bargaining representative for the purposes of negotiations with respect to wages, hours or work, working conditions, and all other terms and conditions of employment, for the employees of the Piscataquis County Sheriff's Department in the classifications of full-time Investigator/Patrol Lieutenant, Dispatch Supervisor, and Jail Administrator. Excluded from the unit are all other Piscataquis County Sheriff Department employees.

ARTICLE 2 – DEFINITIONS

A. Regular Full-Time Employee

A regular full-time employee is regularly scheduled to work forty (40) or more hours per week and shall have completed the probationary period.

B. Probationary Period

1. Initial Employment – The probationary period for all law enforcement employees shall be twelve (12) months after completion of the Maine Criminal Justice Academy or the date the MCJA board waives the basic training requirement, during which period the Sheriff's right to discipline and discharge shall be incontestable and non-grievable. For all other employees, the probationary period shall be six (6) months which period the Sheriff's right to discipline and discharge shall be uncontestable and non-grievable. If the legislature increases the probationary period of county employees, the length of the probationary period shall be consistent with this legislative change.
2. Promotions and Transfers – There shall also be a ninety (90) day probationary period applied to all promotions, transfer of positions and/or classification changes.

ARTICLE 3 – MANAGEMENT RIGHTS

A. Management Rights

Management of the operations and direction of the County work force shall be solely and vested exclusively in the Employer. The County Sheriff shall be the designee who shall be responsible for administering and directing the Sheriff's Department as authorized by the Commissioners and pursuant to State Law. Without limiting the foregoing, the Commissioners shall have the sole and

exclusive right to hire or promote, upon recommendation of the Sheriff, subcontract or relocate work, to relieve the employees from duty because of lack of work, to increase or decrease the work force or to decide the number and location of its operations, to establish the personnel required in supervisor, clerical and other positions, and the right to establish of change procedures, practices, programs, rules or regulations as they pertain to the area of management rights as listed in this paragraph except when such establishment or change would conflict with the express provisions of this Agreement. Any changes so instituted which affects or impacts the terms of this Agreement or which increases the cost of personnel services may be taken to arbitration by the Commissioners.

B. Management of the Work Force

The day to day management of the work force is vested exclusively with the Sheriff to the extent provided by law and pursuant to this Agreement.

ARTICLE 4 – WORK WEEK

A. Standard Work Week

The standard work week for employees of the Sheriff's Department shall be forty (40) hours in a seven (7) days work period. Employees covered by this Agreement are classified as exempt employees.

B. Workweek Schedules

The Sheriff has the right to set or change schedules or staffing patterns with notice to the Commissioners pursuant to §A. above.

ARTICLE 5 – UNIFORMS AND EQUIPMENT

A. Uniforms and Equipment

The Sheriff shall select the style and color of uniforms. The Commissioner shall provide funding for no less than one (1) uniform to each full time deputy. Uniforms and/or equipment and accoutrements shall be provided to each full time deputy at no cost to the employee required to wear a uniform in the course of their employment. Uniforms are provided subject to the Sheriff's Department Rules and Regulations and the budget.

B. Uniform Maintenance

The County agrees to provide cleaning of said uniforms at County expense.

C. Weapon

The County will provide firearms to those employees as designated by the Sheriff to carry firearms. Each employee shall qualify as required by the Sheriff and will carry all weapons in accordance with department policy.

D. Police Vehicle

The Commissioners shall fund and the Sheriff will provide a fully equipped police vehicle to the lieutenant investigator. This vehicle shall be used for business only. No personal use of the vehicle is permitted. Further, employees will be required to use a County vehicle for department business when a vehicle is available. Employees using a personal vehicle for department business shall be reimbursed at the mileage rate determined by the Commissioners

E. Body Armor

The County will provide body armor to those employees so designated by the Sheriff to carry firearms. Body armor will be replaced after five (5) years of service.

ARTICLE 6 – LEAVE BENEFITS

A. General Policy

Leave is any authorized absence during regularly scheduled working hours that is approved by prior authority of the Sheriff or his/her designee. Leave may be authorized with or without pay and shall be granted in accordance with this collective bargaining agreement on the basis of work requirements of the Department and, whenever possible, the personal wishes of the employees. This provision applies to full time employees' only. Leave days, whether with or without pay, shall be recorded on time sheets.

B. Holidays

1. Procedure

Employees shall receive twelve (12) paid holidays off per year. The holidays are as follows:

New Year's Day	Labor Day
Presidents' Day	Columbus Day
Martin Luther King Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

2. Saturday/Sunday Holidays

Holidays occurring on Saturday will be observed the Friday immediately before the holiday. Holidays occurring on Sunday will be observed the Monday immediately after the holiday.

3. Additional Holidays

When the Commissioners declare an additional holiday other than the observed holidays, the holidays shall increase by the number of days so authorized by the Commissioners.

C. Vacation

1. Accrual

Vacation leave will be earned by full-time employees and credited to their leave records on the first (1st) day after completion of a qualifying year.

a.	After one (1) year	Eighty (80) hours
b.	Two (2) to six (6) years	Ninety six (96) hours
c.	Six (6) to ten (10) years	One hundred twenty (120) hours
d.	Ten (10) or more years	One hundred forty four (144) hours

2. Accrual Date

Vacation leave for the year will accrue on the last day of the anniversary year of employment and will be calculated based on the most recent date of regular full time employment.

3. Scheduling

While vacation leaves are granted with the intent of permitting an employee to be away from his/her job, vacation must, at the same time, be scheduled so as not to interfere with normal County departmental operations. Vacations may not be used during the probationary period.

4. Maximum Accrual

Vacation must be used the year after it is earned. Employees may carry forward a maximum of two (2) weeks vacation time.

5. Grandfathering

Employees on the payroll the effective date of this Agreement shall be grandfathered as to amount of vacation time earned at the current thirty (30) days per year.

D. Request Procedures for Vacation

It is the responsibility of the employee to request sufficiently in advance, time off for vacation. If the requested leave period exceeds one (1) day, the request will be submitted not less than two (2) weeks prior to the beginning of the request leave period.

E. Sick Leave

1. Purpose

The purpose of sick leave is to ease the financial burden of personal illness or injury of the employee or immediate members (parents, child, and spouse) of the employee. An employee may be granted sick leave in the following cases.

- a. Personal illness or physical incapacity of such a degree to render the employee unable to perform the duties of the assignment position.
- b. Medical leave consisting of medical or dental appointments.
- c. Serious illness of a parent, child, or spouse and the care by the employee is required.

2. Earning Rate and Maximum Accumulation

Sick leave will be earned by all full-time employees at the rate of eight (8) hours per month from the date of their initial employment. Sick leave may be accrued to a maximum of seven hundred twenty (720) hours. Employees hired on or after the fifteenth (15th) of the month will not earn sick leave for that month. Employees who leave employment prior to the fifteenth (15th) of the month will not earn sick leave for that month.

3. Certification of Sick Leave

The Commissioners may request certification for use of sick leave and require a fitness for duty before employees return to duty from its own medical practitioner.

4. Sick Leave Pool

If employees reach the maximum accumulation of sick days, any days earned in excess of the seven hundred twenty (720) hours may be donated to a sick leave pool to be used by other members of the bargaining unit. To be eligible to use the sick leave pool days, the employee must have donated days to the pool and exhausted all of his/her own personal sick and vacation leave time, and been employed by the County no less than seven (7) continuous years as a full time employee. An employee needing to utilize the sick leave pool will make application to the Commissioners, who will seek agreement of the majority of the members of the bargaining unit. The maximum number of hours that may be accumulated in the sick leave pool shall be seven hundred and twenty (720) hours.

5. Unused Sick Leave

An employee who voluntarily separates from service in good standing and who has more than one (1) year of continuous services, shall be paid one-half (1/2) his/her accrued sick leave up to three hundred sixty (360) hours. Any sick leave beyond three hundred sixty (360) hours shall be forfeited.

F. Family Medical Leave

The Federal Family Medical Leave Act as noted in the County Personnel Policies will be integrated with the leave provisions of this Agreement. Any employee not eligible for the Federal Family Medical Leave Act may be eligible for family medical leave pursuant to State Statute.

G. Bereavement Leave

1. Employees will be granted up to twenty-four (24) hours of bereavement leave which shall be consecutive and include the day of the funeral or service for the employee's spouse, parents, children, grandparents, siblings, parents-in-law, siblings-in law, grandchildren, step parents, stepchildren, foster parents, aunt, uncle, nephew and niece.
2. If additional bereavement leave is required, vacation days may be utilized.

H. Jury Duty Leave

Whereas jury duty may, at times, be required of employees, the time so spent will be treated as active work time and not charged against leave. The difference between jury duty pay and the employee's regular salary will be compensated by the Commissioners.

I. Unpaid Leave

Leave without pay for a period not to exceed twelve (12) months may be granted to an employee subject to the recommendation of the Sheriff and the approval of the Commissioners. This leave shall be requested in writing in advance of the need. At the conclusion of the leave without pay, the employee may return to a position similar to that which s/he left, provided such an opening exists. Only employees who have completed the probationary period are eligible for this leave. Vacation, holiday, and sick leave will not be accrued during the leave period. Employees may continue to participate in the insurance programs of the County for which they are eligible, provided premium payments are made on or before the 1st of each month to the Administrator's Office.

J. Military Leave

In accordance with State and Federal law, all employees will be granted time off from work for annual training obligations or active service in the United States military. Employees engaged in active military service will be placed on military leave of absence status. Employees must advise the Employer of the dates of military services when it is known by the employee. It is agreed that the Employer shall abide by State and Federal statutes and regulations governing military leave. Vacation, holiday, and sick leave will not be accrued during the leave period. Employees may continue to participate in the insurance programs of the Commissioners for which they are eligible, provided premium payments are made on or before the 1st of each month to the Administrator's Office and subject to the provisions of the insurance carrier eligibility.

K. Victims of Domestic Violence Leave

Leave for employees who are victims of domestic violence shall be granted in accordance with County policy.

L. Leave Approval

It will be the responsibility of the Sheriff or his/her designee to approve employee's requests for vacation, short term sick, bereavement, domestic violence and jury duty leave except as may be otherwise provided by the Agreement. All family medical, unpaid, and other long term leave must be requested in writing and approved by the Employer. Family Medical Leave may be granted by the Employer upon knowledge of a qualifying event

M. Leave Scheduling

It shall be the responsibility of the Sheriff, as appropriate or his/her/their designee to grant leave consistent with the needs of the Department... It shall be the responsibility of the employee to provide such notice within a minimum of two

weeks with the exception of sick and bereavement leave or family medical leave which shall be requested in accordance with the Family Medical Leave Policy.

ARTICLE 7 – BENEFITS

A. Medical Insurance

1. During the term of this Agreement, the County shall pay one hundred percent (100%) of the premium cost for the employee's coverage and sixty percent (60%) of the premium cost for the dependent coverage.
2. The County will provide a medical insurance plan comparable to the plan in effect for 2015. Employees who have individual coverage will pay the first three hundred (\$300) dollars for all medical services covered by the plan and employees who have dependent coverage will pay the first eight hundred (\$800) dollars for all medical services covered by the plan after which, the County will pay one hundred percent (100%) of the medial costs covered by the plan.
3. If permitted by law, employees may elect to contribute funds to an HSA account through payroll deduction up to the maximum amount allowed by law.

B. Meal Reimbursement

Employees traveling outside the County on Department business shall be reimbursed up to thirty (\$30.00) dollars a day for meals. Employees will be required to submit receipts to the Administrator's office noting the date and the nature of the business being conducted. The cost of alcohol will not be reimbursed.

C. Course Reimbursement

1. Conditions

Employees will be reimbursed for the cost of tuition for college or university courses that are related to the improvement of position performance and approved in advance of taking the course by the Commissioners. The rate of reimbursement shall be up to the tuition rate charged by the University of Maine. Course reimbursement shall be limited to six (6) credit hours per calendar year per employee. The decision of the Commissioners is not subject to arbitration. Payment will be made by the Employer upon receipt by the Commissioners of a transcript showing the grade of "C" or better or pass in a pass/fail class for the course and a receipt or canceled check for the amount of tuition

2. Repayment for Tuition

The payment for such tuition shall begin when the employee submits proof of payment of tuition and it has been approved. If an employee leaves employment with the county within twenty-four (24) months of completion of any reimbursed course, the employee shall reimburse the County 1/24th of the cost of the course for each month less than twenty-four (24).

D. Retirement

The Commissioners will participate in the Maine State Retirement System. Starting January 1, 2010, if an employee voluntarily selects not to participate in the Maine State Retirement System, the County will contribute a matching contribution to its Deferred Compensation Plan at an amount not to exceed the County contribution to the Maine State Retirement System.

ARTICLE 8 – OUTSIDE EMPLOYMENT

- A. No employee may engage in outside employment without the prior knowledge and consent of the Sheriff, which consent shall not be unreasonably withheld. The Sheriff agrees that a County employee may engage in outside employment if it does not interfere or appear to interfere with job performance and does not conflict or appear to conflict with the interests of the County, State, and Federal regulation and that he will advise the Commissioners in writing at the time the outside employment is approved a copy of such approval.
- B. No employee shall utilize County equipment, facilities, or supplies for personal use, business use, or outside employment.

ARTICLE 9 – DISCIPLINE

- A. Disciplinary action shall include the following:
 - 1. Oral Reprimand
 - 2. Written Reprimand
 - 3. Suspension
 - 4. Termination
- B. The listing of action above is not to be construed as being necessary in progression or limiting the Sheriff or his/her designee's discretion as to which action to take.
- C. Documentation of counseling sessions or meeting shall become a part of the employee's record.

- D. In any meeting between management and an employee in which the employee believes disciplinary action may result, the employee will be entitled to be accompanied by a person of the employee's own choice.
- E. Any disciplinary action taken shall be for just cause provided the employee has completed the probationary period.

ARTICLE 10 – PERSONNEL FILE

The Commissioners, shall, upon written request from an employee, provide the employee with an opportunity to review the personnel file which the Commissioners maintain for that individual in accordance with the State Statues. Such review shall take place at the location where the personnel files are maintained during normal office hours. Employees may have one (1) copy of material in their personnel file without charge, thereafter they will pay the photocopy fee charged to the public for each copy. No adverse material will be placed in an employee's personnel file before s/he has been given a copy. The employee will have an opportunity to rebut any adverse material placed in his/her personnel file, within five (5) days of receipt of such document. Nothing in this section shall preclude the Sheriff from maintaining copies of any document prepared by his office.

ARTICLE 11 – RESIGNATIONS

An employee may resign from County service in "good standing". Good standing shall mean the submittal of a written notice to the Commissioners and Sheriff, ten (10) working days in advance of the last day actually worked. The Employer may approve a shorter period of notice if extenuating circumstances exist.

ARTICLE 12 - GRIEVANCE PROCEDURE

A. Definitions

- 1. Grievance - A grievance shall be defined as a dispute as to the meaning or application of the specific terms of this written Agreement.
- 2. Days - Days shall mean calendar day, exclusive of Saturday, Sunday, and legal holidays.

B. Formal-Procedure

- 1. Sheriff and/or Designee

Within ten (10) days of the event giving rise to the gricvance or the date the employee should have known about the event, the employee shall file a written grievance with the Sheriff. Only grievances concerning discipline (other than termination), change in the work schedule (unless

such change impacts wages), outside employment, uniforms, and equipment may be filed at step 1 of this procedure. All other grievances must be initiated at Step 2 of this procedure. The Sheriff and/or Commissioners, as appropriate, shall meet with the employee within five (5) days of receipt of the written grievance and respond in writing within ten (10) days, after meeting. If the Sheriff does not reply to the grievance within the required time, the Union may appeal the grievance to the next step of the procedures within the time lines outlined herein.

2. County Commissioners or Designee

If the employee is dissatisfied with the Sheriff's response, s/he and/or the Steward may present the grievance or appeal in writing to the Commissioners within five (5) days of receipt of the Sheriff's decision or the date on which it was due, whichever is earlier. The Sheriff's response must include with the appeal along with the reason the employee disagrees with the Sheriff's decision. The Commissioners shall meet with the employee at their next regularly scheduled meeting provided the appeal is received by the Commissioners at least ten (10) days prior to their meeting. The date of the meeting will be mutually scheduled with the Union, preferably within these time limits. If the time limit cannot be met, the party requesting the extension will comply with §F.1. The Commissioners decision will be forwarded to the employee, in writing, within ten (10) days of the close of the meeting.

D. Arbitration

1. Appeal Process

If the Union determines to appeal the Commissioner's decision, the Union shall, within ten (10) days after receipt of the Commissioners decision, submit such decision to arbitration by so appealing to the Maine Board of Arbitration and Conciliation and, at the same time, notifying the Commissioners with a copy of such submission.

2. Arbitrator Authority

The arbitrators shall be without power or authority to make any decisions which require the commission of any act prohibited by law or which violates the express terms of this Agreement. For discipline matters, the arbitrators shall not alter or amend the level of discipline imposed, but shall be confined to a determination of whether the offense charged occurred. The decision of the arbitrators shall be submitted to the County and the Union within thirty (30) days of the close of the record and shall be final and binding on the parties.

3. Costs

The costs of the services of the arbitrators shall be borne equally by the Employer and the Union.

E. Failure to Comply With Time Limits

If a complaint is not appealed to the next higher level within the time limits so specified, such complaint shall be considered settled obviating the need for further consideration, unless the parties have mutually agreed to waive the time limit, in writing. Failure by the employee and/or Union to initiate or appeal a grievance pursuant to the procedures herein shall be deemed a waiver of further access to the grievance procedure on that issue.

F. General Provisions

1. Extension of Time Limits

The time limits for processing grievances may be extended orally by mutual agreement between the parties and confirmed in writing.

2. Access to the grievance procedure

Access to the grievance procedure shall be limited to employees who have completed the probationary period.

3. Content of Grievance

Each grievance must contain the name of the grievant, the date of occurrence to the best knowledge of the grievant, the current date, and the articles of the Agreement challenged, and the remedy sought. A grievance may be filed as a class action provided the members of the class are similarly situated and the class is identified.

4. Content of Appeals

All grievance appeals must be responsive to the answer at the previous step.

5. Union Grievances

Whenever the Union is grieving on behalf of an employee, the name of the employee(s) must be placed on the grievance form.

ARTICLE 14 – SEVERABILITY OR SAVINGS

If any provision of this Agreement shall be contrary to any law, such invalidity shall not affect the validity of the remaining provisions.

ARTICLE 15 – NON-PROVISION

Any action or right not expressly provided for in this Agreement shall be reserved to the Commissioners.

ARTICLE 16 – SCOPE 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 disclosed and resolved as expressed herein, and both parties do expressly waive all bargaining rights which might arise during the term of this Agreement.

ARTICLE 17 – DURATION

This Agreement shall be effective the date of execution, except as otherwise specified, and shall remain in effect until December 31, 2021. Any section of this Agreement may be reopened to negotiations with the written mutual consent of the Commissioners and Union.

This Agreement shall expire on the date indicated and shall not be continued except as provide in statutes.

IN WITNESS WHEREOF, The parties have hereunto set their hands this _____ day of November, 2018.

FOR THE UNION

James Kane, Negotiations Committee

Maria Landry, Negotiations Committee

James Kane, Negotiations Committee

James Mackie, Staff Representative
AFSCME Council

FOR THE COMMISSIONERS

James L. White, Chair

James D. Annis, Member

Wayne Erkinen, Member

APPENDIX A

January 1 - December 31, 2019

Jail Administrator \$66,615

Lieutenant/Investigator \$66,115

January 1 - December 31, 2020

Jail Administrator \$68,613

Lieutenant/Investigator \$68,098

January 1 - December 31, 2021

Jail Administrator \$70,672

Lieutenant/Investigator \$70,141

If the current lieutenant/investigator finished his bachelors' degree during this contract term an additional \$500 will be added to the salary.

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