

AGREEMENT

BETWEEN

WASHINGTON COUNTY COMMISSIONERS

AND

THE FRATERNAL ORDER OF POLICE LODGE 006

REPRESENTING THE

WASHINGTON COUNTY SHERIFF'S OFFICE

EXPIRES DECEMBER 31, 2021

**Table of Contents**

ARTICLE 1 – RECOGNITION CLAUSE..... 3

ARTICLE 2 – UNION SECURITY/CHECK-OFF AUTHORIZATION ..... 3

    Section 1 – Union Membership.. ..... 4

    Section 2 – Fair Share Fees. .... 4

    Dues ..... 4

ARTICLE 3 - MANAGEMENT RIGHTS ..... 5

ARTICLE 4 – IDENTIFICATION FEES ..... 5

ARTICLE 5 – LEAVES OF ABSENCE ..... 5

    Section 1 – Bereavement Leave..... 5

    Section 2 – Jury Duty Leave. .... 6

    Section 3 – Military Leave ..... 6

    Section 4 – Sick Leave. .... 7

    Section 5 – Short Term Disability..... 9

    Section 6 – Family Medical Leave. .... 9

    Section 7 – Sick Leave Donation ..... 11

ARTICLE 6 – CLOTHING ALLOWANCE ..... 12

ARTICLE 7 – TRAINING ..... 13

ARTICLE 8 – IN-SERVICE TRAINING ..... 14

ARTICLE 9 – PROMOTIONS ..... 14

ARTICLE 10 – AMMUNITION FOR ARMS QUALIFICATION ..... 15

ARTICLE 11 – SEPARATION OF EMPLOYMENT..... 15

ARTICLE 12 – VACATION ..... 15

ARTICLE 13 – HOLIDAY PAY ..... 16

ARTICLE 14 – INSURANCE ..... 17

ARTICLE 15 – ACCESS TO PREMISES ..... 17

ARTICLE 16 – BONDS ..... 18

ARTICLE 17 – BULLETIN BOARDS ..... 18

ARTICLE 18 – UNION REPRESENTATIVES ..... 18

ARTICLE 19 – NON-DISCRIMINATION ..... 19

ARTICLE 20 – COMPENSATION CLAIMS ..... 19

ARTICLE 21 – SAFETY ..... 20

ARTICLE 22 – GRIEVANCE PROCEDURE ..... 20

ARTICLE 23 – DISCIPLINE AND DISCHARGE ..... 23

ARTICLE 24 – PERSONNEL FILES ..... 24

ARTICLE 25 – INVESTIGATION OF MISCONDUCT ..... 25

ARTICLE 26 – WORK SCHEDULES ..... 26

ARTICLE 27 – WAGES ..... 28

ARTICLE 28 – SENIORITY, LONGEVITY, AND JOB CLASSIFICATIONS ..... 29

    Section 1 – Classification ..... 29

    Section 2 - Seniority ..... 29

    Section 3 – Longevity ..... 30

ARTICLE 29 – RETIREMENT ..... 31

ARTICLE 30 – EMPLOYMENT OUTSIDE OF COUNTY ..... 31

ARTICLE 31 – OPTIONAL PAYROLL DEDUCTIONS ..... 31

ARTICLE 32 – CELLULAR PHONE REIMBURSEMENT ..... 31

ARTICLE 33 – SCOPE OF AGREEMENT ..... 31

ARTICLE 34 – RETROACTIVITY ..... 31

ARTICLE 35 – SEPARABILITY AND SAVINGS ..... 32

ARTICLE 36 – DURATION OF AGREEMENT ..... 32

APPENDIX A – WAGE SCALE 2021 ..... 33

## **PREAMBLE**

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26 M.R.S.A., Para. 961 through 974, 1969, as amended), the parties hereto have entered in this agreement in order to establish mutual rights, preserve proper employee morale, and to promote effective and efficient operations.

## **ARTICLE 1 – RECOGNITION CLAUSE**

**Section 1.** Washington County recognizes the Fraternal Order of Police (the “Union”) as the sole and exclusive bargaining agent for the purposes of negotiating wages, hours and other conditions of employment for all full-time Patrol Officers, including Patrol Deputies, Corporals, Sergeants and Lieutenants, of the Sheriff’s Department.

**Section 2.** Provisions contained in this Agreement shall not apply to bargaining unit employees during the first six (6) months of employment.

**Section 3.** A new full-time law enforcement employee shall service a probationary period as set forth in State Law, which runs one year from the date of graduation from the Maine Criminal Justice Academy, basic law enforcement training. If an employee has been hired who does not need to attend a basic law enforcement training, the one year probationary period shall begin on the date of hire. During the probationary period, the employee may be discharged without cause. However, a probationary employee is entitled to all the other benefits of this contract after six months of employment.

## **ARTICLE 2 – UNION SECURITY/CHECK-OFF AUTHORIZATION**

Membership in the Local Union is not compulsory; membership in the Local Union is separate, apart, and distinct from the assumption by an employee of his/her equal obligation to the extent that he/she received equal benefits. The Local 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 member in the Local Union.

This agreement has been executed by the employer after it has satisfied itself that the Union is the choice of a majority of employees in the bargaining unit. Accordingly, it is fair that each employee in the unit pay his/her own way and assumes his/her fair share of the obligations along with the grant of equal benefits contained in this Agreement. In this regard, employees may elect to accept the provisions of either Section 1 or 2 below.

**Section 1** – Union Membership. All employees who are members of the Union as of the date of this Agreement, and all employees who hereafter become members of the Union, shall maintain their membership in good standing in the Union for the Duration of this Agreement.

**Section 2** – Fair Share Fees – Any present or future employees who is not a member and does not want to be a member shall pay a fair share fee as a contribution towards the administration of the Agreement in the amount equal to 80% of current dues for the duration of this agreement.

**Section 3** – The Union shall indemnify, defend, and hold the employer harmless against all claims and suits which may arise as a result of action taken pursuant to this Article and the collection of dues.

### **Dues**

A. Within thirty (30) days after the first six (6) months of the beginning of each employee's employment, the employer will (1) deduct membership dues from the pay of any employee who chooses the option of membership in the Fraternal Order of Police by signing a written payroll deduction authorization form authorizing deduction from his/her pay of the membership dues-, or (2) automatically deduct the service fee from his/her pay of any other employee. All necessary forms shall be supplied by the Union. The County shall forward all such dues and dues so collected to the certified Secretary/Treasurer before the tenth (10<sup>th</sup>) day of the succeeding month for which the deductions were made. The Union shall indemnify and save the County harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remaining the same pursuant to this Article.

In the event of an employee subject to fair share fee payment requirement has previously failed to pay the total amount of fees due, the employer will automatically deduct from the employee's pay the arrears due to the Union in an amount, which, in combination with the fair share fee due per pay period, equals 10% of the employee's gross pay until the arrears are paid in full, provided, however, that an employee may request the Union for a reduction in the percentage deducted for payment of arrears based on demonstrated hardship. The Union must certify to the employer the name of any employees whose request is granted and the amount of the percentage to be deducted for payment of arrears.

B. The Employer shall forward all such dues and fees so collected to the Fraternal Order of Police before the tenth (10<sup>th</sup>) day of the month following the month in which deductions are made.

C. 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.

D. 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 and fees and remitting the same to the Union pursuant to this Article.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

Management of the operations and the direction of the workforce, including, but not limited to, the establishment and changes of reasonable rules and regulations, including, without limitation, operational safety, health and sanitation rules, the right to hire, promote, transfer and assign work, discharge or discipline for just cause, the right to schedule hours and to require such overtime work as is necessary for County operations, the right to relieve employees from duty because of lack of work, the right to increase or decrease the work force and the right to decide the number and location of its operations, quality and quantity of work to be performed, the personnel required in supervisory, clerical and other positions not included in the bargaining unit, and the source of an applicant for employment, shall be solely and exclusively vested in the County subject only to limitations as are expressly provided in this Agreement.

The County shall have all such rights as are not specifically granted herein to the Union. The County by not exercising rights reserved to it under this Management Rights clause or by exercising them in a particular way, shall not be deemed to have waived such rights or to have waived the right to exercise them in some other way.

### **ARTICLE 4 – IDENTIFICATION FEES**

Should the County find it necessary to require employees to carry or record full personnel identification, such requirement shall be complied with by the employees. The cost of such identification shall be borne by the County.

### **ARTICLE 5 – LEAVES OF ABSENCE**

**Section 1 – Bereavement Leave.** In the event of the death of a spouse, child, stepchild, or significant other, an employee shall be granted four (4) days paid leave (not to exceed the date of the funeral) to make household arrangements or to attend funeral services. Any additional leave off would be granted at the discretion of the Sheriff or his/her designee.

As used in this Article, the phrase “significant other” means a relationship that exists between an employee and some other person whom are not married, that is intended to remain indefinitely, where there is joint responsibility for each other’s common welfare, where there are significant shared financial obligations and the employee and other person live together in a shared primary residence. The relationship must have existed for at least six months before benefits may be provide under this agreement. The Department Head shall, in his or her discretion, determine whether a significant other relationship exists.

In the event of death in the immediate family of an employee, the employee shall be granted three (3) days leave of absence with full pay to make household arrangements or to attend funeral services.

“Immediate family” shall be defined to include parents, step-parents, brothers, step-brothers, sisters, step-sisters, brothers- and sisters-in-law, parents –in-law, grandparents, grandchildren, and foster parents.

In the event of death of an aunt, uncle, niece, nephew, or member of spouse’s family, other than those covered above, an employee shall be granted one (1) day off to attend the funeral.

**Section 2 – Jury Duty Leave.** When required by court, employees will be granted leave to fulfill civic responsibilities as a juror. In such cases, the County will make the person whole, upon receipt of proper documentation from the Clerk of Courts as to the specific monies paid to the employee by the Court.

**Section 3 – Military Leave.** Upon proper written request, the County shall grant full-time or part-time regular employees military leave for a period not to exceed fifteen (15) working days per year. Such military leave will be for attendance at any military training encampment with the U. S. Government or subdivision thereof and shall not be for attending weekend reserve meetings.

In instances of mandatory national conscription (irrespective of a formally declared martial state) military leave shall be regarded as an indefinite leave of absence. Voluntary re-enlistment of active duty shall indicate immediate separation from County employment.

In instances of mandatory national conscription (irrespective of a formally declared martial state) where an employee is ordered to extended active duty, the employee shall retain re-employment rights to the same comparable position, if such can possibly be provided, upon

release from duty provided the employee requests in writing a return to work with the County within ninety (90) days of discharge from military service or release from a post-discharge hospitalization of not more than one (1) year.

If an employee enlists directly into the Ready Reserve, after undergoing three (3) months' active training, the employee must apply for re-employment within thirty-one (31) days after release from active duty.

In the event the time of any such military training is optional, the time may be designated at the discretion of the County upon recommendation of the Sheriff or his/her designee.

When, in the instances of such military training, the total pay received or such training shall be equal or exceed that which the employee would have earned in service to the County, such leave shall be without pay. When in instances of any such military training, the total pay received for such training shall be less than which the employee would have earned in service to the County, the Sheriff or his/her designee will grant compensatory pay in an amount equal the employee's regular County salary. In such instances, the employee must furnish the Sheriff or his/her designee with 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 as soon as possible, in the case of an emergency.

**Section 4 – Sick Leave.** Eligible employees shall be entitled to one (1) working day of sick leave per month, to accumulate a maximum of seventy-five (75) days in a given calendar year of the contract. Sick leave shall be accrued by an employee at the foregoing rate in any month in which the employee is compensated for one hundred (100) hours or more of actual work. Employees shall be eligible to earn one (1) personal bonus day for completing any six (6) month period without the use of sick leave. Personal days earned shall be considered vacation days only for inclusion in the annual carry-over limit of ten (10) vacation days. Personal days may be taken, schedule permitting, with written request forty-eight (48) hours in advance. Regular sick leave requests (not required to be in writing) should be made in a timely manner to facilitate scheduling replacements. No employee shall be mandated to report to work having called in sick. Any employee ~~taken~~ who becomes ill or otherwise unable to safely or effectively perform his/her assigned duties while at work will be replaced as soon as possible.

Employees shall be paid one hundred percent (100%) of accumulated sick leave, up to a maximum of sixty (60) days, upon retirement or separation in good standing. Employees may



accumulate sick leave hours above sixty (60) days, up to a maximum of ninety (90) days; however, accumulated hours above sixty (60) days shall be forfeit without reimbursement upon separation of service.

Sick Leave Posting Policy. All employees are expected to report to work as scheduled and work their scheduled hours as well as overtime which they have agreed to work. When an employee has been absent three (3) days or more in any one hundred-twenty (120) day period, the employee may be “posted” by the sheriff. An employee who is “posted” shall receive notification of “posting” along with the incidents of absences for at least the proceeding eighteen (18) months or date of employment and a copy of this policy, with a copy going to the union steward.

For purposes of corrective action, an unexcused absence for consecutive scheduled work times shall be considered a single occurrence.

An “occurrence” will not be charged to an employee for an absence covered by a physician’s excuse or for the following leaves, provided the employee receives approval in accordance with departmental policy:

1. Bereavement;
2. Vacation;
3. Jury Duty;
4. Military Leave;
5. Medical, Maternity or Paternity Leave; or
6. Leave of Absence (Emergency Basis).

For each unexcused or unapproved occurrence after posting, the employee will be subject to:

Step One: First occurrence within ninety (90) days of posting date  
=Written Reprimand

Step Two: Second occurrence within ninety (90) days of posting date  
=Suspension of one (1) day

Step Three: Third occurrence within ninety (90) days of posting date  
= One (1) week suspension

If an employee goes for a period of ninety (90) consecutive days without an unexcused or unapproved occurrence, the employee shall be relieved of "posting" status. The posting of an employee is subject to the Grievance Procedure of this Agreement. Furthermore, after a ninety (90) day sick-free period, any incidents of "posting" will become inactive in the employee's personnel file and not be the basis for further disciplinary action.

**Section 5** – Short Term Disability. In the event an employee is disabled, the employee may request a leave of absence without pay of up to six (6) months. The decision to grant or deny such leave rests solely with the sheriff or his/her designee. If said medical leave is granted, it must be taken in conjunction with, not in addition to, the Family Medical Leave.

Employee may donate sick leave to other employees.

**Section 6** – Family Medical Leave.

**A. Reasons for Leave.**

In compliance with Federal Law, it is the County's policy to grant an unpaid leave of absence under the Federal Family and Medical Leave Act for up to twelve (12) weeks in a twelve (12) month period for any employee who has been employed by the County for at least one thousand two hundred fifty (1,250) hours during the proceeding twelve (12) months. This leave may be requested for any one of the following reasons:

1. the birth or care of a child;
2. the placement with the employee of a child for adoption or foster care;
3. to care for the employee's spouse, son, daughter, or parent with a serious health condition; or
4. because of a serious health condition that makes the employee unable to perform the function of that employee's job.

A "serious health condition" is defined as a condition which requires in-patient care at a hospital, hospice, or residential medical care facility or a condition which requires continuing care by a licensed health care provider.

An employee's entitlement to leave for the birth or placement of a child expires twelve (12) months after the birth or placement.

**B. Requesting a Family Medical Leave**

The employee requesting family medical leave shall complete a form provided by the County not less than thirty (30) days in advance of the requested leave, unless prevented by a medical emergency from giving such notice. This notice should include the intended date upon which leave would commence and the intended date of return.

If the leave is based on planned medical treatment, the employee, in addition to providing not less than thirty (30) days' notice, must make a reasonable effort to schedule the treatments, subject to the approval of the health care provider, so as not to unduly disrupt the County's operations. Leave shall begin on the first day of the absence (or partial attendance).

### **C. Certification of a Serious Health Condition**

When the reason for the absence involves a serious health condition of the employee or employee's child, spouse, or parent, the employee must provide certification from a physician which shall include:

1. the date when the condition began;
2. its expected duration;
3. diagnosis; and
4. a brief statement of treatment.

The County will provide the certificate for the physician to complete.

If the requested leave is based on a serious health condition of a family member, the certification must include a statement that the patient requires assistance and that the employee's presence would be beneficial or required.

When a Family Medical Leave involves the disability or illness of an employee, a physician's certificate is required before the employee returns to work or resumes a full work schedule, stating the employee is able to resume normal job responsibilities or detailing any work limitations which the employee's condition may require.

### **D. Intermittent Leave**

Family medical leave may be requested for twelve (12) consecutive weeks, intermittently, or under certain conditions may be used to reduce the work week or the work day. In all cases, the leave may not exceed the total of twelve (12) weeks over a twelve (12) month period.

If the employee wishes to take intermittent leave or work a reduced schedule, the medical certification must indicate the dates and the expected duration of treatment and a statement of medical necessity for an intermittent leave or reduced work schedule.

For the birth, adoption, or foster care of a child, the County and the employee must mutually agree to a schedule before the employee may take intermittent leave or reduce his or her work schedule.

The County may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent reduced schedule needed by that employee.

#### **E. Return to Work**

On returning to work on or before the expiration of leave, an employee is entitled to return to the same or equivalent position.

Failure of the employee to return upon expiration of leave will result in termination.

#### **F. Benefits While on Family Medical Leave**

While an employee is on family medical leave, the County will continue the employee's group health insurance benefits at the same level and under the same conditions as it the employee had continued work. Therefore, employees must make arrangements with the County to pay their share of health insurance premiums while out on leave.

If the employee chooses not to return to work for reasons other than a continued serious health condition, the County will require the employee to reimburse the County and the amount the County paid for the employee's health insurance premium during the leave.

Vacation, sick leave and/or any other leave benefit will not accrue during family medical leave absence.

## **Section 7 – Sick Leave Donation**

Employees may donate accumulated sick leave to other employees under the following conditions:

- A. Employees receiving such donation shall have exhausted all paid leave.
- B. The employee making the contribution must do so on a form provided by the County.
- C. The employee receiving the transfer shall receive leave at that employee's regular rate and the employee making the donation shall have the leave deducted at that employee's regular rate. When an employee receiving donated sick leave does not use all of that leave, that leave shall be returned to the donating employees on a percentage basis of the total leave donated but unused. Unused leave shall be returned to the donating employee thirty (30) days following the date on which the employee receiving the donation returns to work.

## **ARTICLE 6 – CLOTHING ALLOWANCE**

The County agrees that all employees covered by this Agreement shall be provided, at no cost to the employee, all uniforms and other equipment which it deems necessary for the regular performance of the employee's duties. Clothing, footwear, and equipment will be turned in for inspection and replaced on a one-for-one basis, if necessary. All footwear listed below shall have an allowance of one hundred seventy-five (\$175.00) dollars per year. Deputies working for the Maine Drug Enforcement Agency will have a clothing allowance not to exceed \$250.00 per year payable upon the presentation of receipts of the purchases.

County-issued clothing and equipment must be worn and used at all appropriate times when the employee is on duty of traveling to/from work, unless directed otherwise by the Sheriff for legitimate, employment-related purposes. County-issued clothing and equipment may not be used at any time while the employee is off duty, except when traveling to or from work.

### **PATROL - CLOTHING**

- 1 set of foul weather gear (1 rain cover, 1 rain coat, 1 pair rain pants)
- 1 individually fitted, bullet resistant vest with a minimum threat level of IIa.
- 3 pair pants

3 winter shirts and patches, rank, etc.  
3 summer shirts and patches, rank, etc.  
1 three season jacket  
1 winter hat  
1 summer hat  
2 badges

### PATROL - CLOTHING

1 duty belt and keeper(s)  
1 semi-automatic handgun with a 1911 platform or equivalent platform approved by the sheriff  
1 firearm holster  
1 mace  
1 mace holder  
1 pair handcuffs  
1 cuff case  
1 rechargeable flashlight with charger  
1 flashlight holder  
1 magazine holder (pouch)  
50 rounds of ammunition  
1 tactical vest (Reflective traffic type)  
1 fully marked, take home cruiser with computer and mounting device. Current equipment in existing cruisers includes mobile radio, radar unit and in-car video.  
Portable police radio  
Current L.E.O.M  
Current year Title 17A  
Current year Title 29A  
Evidence collection kit  
Voice recorder  
Safety cones or triangles  
First aid kit  
Bushmaster patrol rifle or equivalent with four 30 round magazines  
Digital camera with charger

## **ARTICLE 7 – TRAINING**

Employees may utilize a Department vehicle if available at the discretion of the County, Sheriff, or Department Head or be paid mileage for the use of a private vehicle of not less than the prevailing State reimbursement rate per mile for necessary miles traveled in connection with authorized training or County business.

The County shall make a schedule of training at the Maine Criminal Justice Academy available to all employees as soon as possible after the schedule is available from the Academy.

Additionally, the officer shall be paid at his regular rate for all hours in attendance at mandatory and approved training sessions. All training shall be requested of and approved by the County in advance in order for monies to be paid in accordance with this Article.

## **ARTICLE 8 – IN-SERVICE TRAINING**

In-service training will be made available to bargaining unit employees as required and at the discretion of the County, providing that training meets the minimum requirements set by statute and depending upon the availability of manpower.

## **ARTICLE 9 – PROMOTIONS**

**Section 1.** Promotions shall be defined to mean a transfer of a full-time employee to a job in a higher wage range, or to a position of higher rank. Supervisory jobs in which a person receives a set amount for performing that job shall be considered a promotion but shall be restricted to that person's job classification as stated on the Seniority List as posted each year as required of the County by way of this Agreement. The Seniority List will be updated as outlined in Article 28, Section 2.

Lateral and interdepartmental transfers: Employees will be allowed to apply and be considered for vacancies that would result in a lateral or interdepartmental transfer for the employee. All permanent bargaining unit vacancies shall be posted by the employer for bid, within the affected classification first, as soon as such an opening and/or vacancy become available. All vacancies shall be posted for a period of ten (10) days. This provision shall also apply to temporary job openings that are likely to last thirty (30) or more calendar days. If the Employer cannot fill the vacancy using the above process then he/she will post the vacancy for all employees to respond.

Vacant positions shall be filled using the following formula:

- Oral – 40%
- Written – 20%
- Time in grade within the classification being applied for – 20% (1 year of service = 2 points for full-time employees)
- Performance evaluation (see Appendix A) – 10%
- Education – 10%

To qualify for the position, all applicants for vacant promotional positions must have three (3) years post M.C.J.A full-time experience or equivalent, and must have served an initial probationary period. If no applicant meets this criteria, the requirement may be waived at the discretion of the Sheriff.

**Section 2.** Employees who are promoted must serve a six-month (6) probationary period in that new position. The employee must actually perform six months (6) of service in the new position to successfully complete the probationary period. At any time during the probationary period the employee may request to be relieved of the new position to which the employee was promoted, and shall be allowed to return to his/her former job with full seniority. Notwithstanding the employee's right to return to his/her former job as set forth in this section, the employee remains subject to the provisions of Article 23 (Discipline and Discharge). In the event that the employee who was promoted is returned to this position from which the employee was promoted pursuant to the provisions of this section, then any other employees who are promoted to fill opening created by the first employee's promotion shall be returned to their former positions with full seniority. The County shall not be required to demonstrate just cause for returning those employees to their former positions when doing so because the first employee is returning to his or her former position.

#### **ARTICLE 10 – AMMUNITION FOR ARMS QUALIFICATION**

Full-time law enforcement officers will attend at least one (1) firearm training per year, and at least one (1) qualification session per year. The County will supply necessary ammunition per officer for said qualification purposes.

#### **ARTICLE 11 – SEPARATION OF EMPLOYMENT**

Upon discharge, the County shall pay all money and vacation due to the employee. Upon resignation, the County shall pay all money due to the employee including vacation pay on the payday in the week following such resignation. An employee who resigns must give the Department a minimum of two (2) weeks' written notice of such resignation. Anything longer



must have prior approval by the sheriff. All county-owned property must be turned in to the County before payment is made.

### **ARTICLE 12 – VACATION**

Annual leave shall be earned by all full-time employees from the date of their initial employment with the County and shall be accrued as follows:

| Period of Employment    | Annual Leave | Accrual Rate        |
|-------------------------|--------------|---------------------|
| Less than five years    | 12 workdays  | 1 day per month     |
| Five to ten years       | 15 workdays  | 1.25 days per month |
| Ten to fifteen years    | 18 workdays  | 1.50 days per month |
| Fifteen to twenty years | 21 workdays  | 1.75 days per month |
| Twenty years or more    | 24 days      | 2 days per month    |

Annual leave shall not accrue from one year to the next. However, up to two (2) work weeks [ten (10) days] may be carried over to the next year. Accrued time in excess of ten (10) days shall be paid out to employees as straight time at the end of the year. Employee requests for vacation pay-outs may be submitted as early as the first pay period ending in December. Pay-out requests submitted shall be honored in the pay period for which they are submitted, provided they are submitted in a timely manner within the pay period, no later than the regular time sheet submission deadline for that pay period.

Annual leave shall be approved by the Department Head to meet the convenience of all employees as far as possible, commensurate with Department work load.

Employees requesting vacation shall submit such a request at least seventy-two (72) hours prior to taking vacation. The Department Head or designee will have twenty-four (24) hours to respond to the vacation request. If the Department Head or designee fails to respond in a timely manner, the request will be deemed granted.

Accrual Rate: Days of vacation will be credited to the employees at the beginning of each month (as opposed to the end of the month). Employees agree that if they separate employment before working the necessary time to receive accrual, then they will be responsible for repaying the County for said accruals.

In the event an employee voluntarily leaves employment in good standing, said employee shall be entitled to vacation pay for all unused vacation earned on a prorated basis for the year in which the employee leaves employment.

In the event the an employee covered hereby dies during the term of this agreement, the employee's vacation credits, if any, shall be paid in the wage equivalent to the employee's estate.

### **ARTICLE 13 – HOLIDAY PAY**

There shall be no holiday pay. In lieu of holiday pay, employees covered by this Agreement shall have additional twelve and one half (12 ½) days of paid leave.

Employees agree that if they separate employment before working the necessary time to receive accrual (which is to mean using of paid leave for a holiday that has yet to occur\* prior to separation), then they will be responsible for repaying the County for said accruals.

\*An employee receives an annual allotment of paid leave in lieu of holiday on January 1<sup>st</sup>, uses all paid leave before January 31<sup>st</sup> and then separates employment on February 1<sup>st</sup>. The employee will be responsible to reimburse the county for all of the holidays except New Year's Day and Martin Luther King, Jr's birthday. Conversely, any employee who separates employment on December 1<sup>st</sup> without having taken any of his/her paid leave days will be entitled to all paid leave days upon separation except for the day before Christmas (1/2 day) and Christmas Day. Holiday pay will be reimbursed out of the employee's unused vacation time prior to payout.

### **ARTICLE 14 – INSURANCE**

#### **Section 1.** Maintenance of Plan

The County will provide the MMA POS-C Plan, or plan that provides coverage and benefits substantially equivalent to those under the MMA POS-C Plan, including vision and dental coverage. If the Plans provided by the County permit coverage for domestic partners, such coverage will be offered to employees.

#### **Section 2.** Contribution to Coverage

The County will pay 100% of the premium for the Single plan. Effective January 1<sup>st</sup>, 2014, an employee selecting the Employee/Child, Employee/Spouse, or Family coverage shall pay 20% of the difference between the premium for that coverage and premium for the Single Plan.

#### **Section 3.** Cash-In-Lieu of Coverage

If an Employee can demonstrate proof of health insurance coverage through a spouse's policy, or through some other policy, the Employee can elect not to be covered by the County's health insurance policy. In return, the Employee shall receive a weekly payment of \$77.88.

#### **ARTICLE 15 – ACCESS TO PREMISES**

Authorized agents of the Union shall have access to the employer's establishment during normal business hours, with prior approval of the Sheriff or his/her designee, for the purposes of adjusting disputes and grievances, investigating work conditions, collection of dues and ascertaining that the Agreement is being adhered to provided, however, that there is no disruption of the County's working schedule or interference with Departmental operations, investigations, training, breach of confidentiality, and breach of written security agreements.

#### **ARTICLE 16 – BONDS**

Should the County require any employee to give bond by virtue of their position, cash bonds shall be compulsory and any premium involved shall be paid by the County. If the County cannot arrange for a bond within ninety (90) days because said employee is found to be un-bondable, said employee's employment shall be terminated.

#### **ARTICLE 17 – BULLETIN BOARDS**

The County agrees to provide suitable space for and maintain a bulletin board in each of two (2) work locations. Such bulletin boards shall provide space for posting of information relating to normal county business. The Union shall limit its use of the bulletin boards to official Union business, such as meeting notices and Union bulletins. Because said bulletin boards are in areas where the public is served, materials posted on the boards shall be in good taste. All bulletin board space allowed by the Commissioners for Union purposes shall be used only for notices of Union meetings, Union elections, and recreational or social affairs. Each notice shall be signed by a responsible Union official and any material which the Commissioners deem in violation of this Article shall be removed.

#### **ARTICLE 18 – UNION REPRESENTATIVES**

**Section 1.** The County recognizes the right of the Union to designate Union Representatives. The Union agrees to notify the County of any changes in the Union Representatives. The authority of the Representatives 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 Union or its officers, provided such messages and information have been reduced to writing.

**Section 2.** The Union Representatives shall be permitted to investigate, present and process grievances on the property of the County. Time actually spent conferring with the County or investigating a grievance will be without loss of pay, provided that the Representative is normally scheduled to work during that period of time, and he/she informs the Sheriff or his/her designee.

**Section 3.** The County agrees to grant the necessary time off up to a cumulative maximum of two (2) days per year without discrimination or loss of seniority rights and without pay, to the Union Representatives designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided fifteen (15) days prior written notice is given to the County.

**Section 4.** Members of the Union's Negotiating Committee not to exceed three (3) may be allowed leave from duty with no loss of pay or benefits with the County Manager's permission for all meetings between the County and the Union for the purpose of negotiating the terms of the contract.

#### **ARTICLE 19 – NON-DISCRIMINATION**

**Section 1.** The county and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin or age, nor will they limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities because of race color, religion, sex, national origin, age, marital status, political affiliation or handicap.

**Section 2.** The county and Union agree that there will be no discrimination by the County and the Union against any employee because of any employee's lawful activity and/or support or lack of support of the Union. The employer will recognize and adhere to the provisions of the Americans with Disabilities Act, as amended.

**Section 3.** The use of male or female gender nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless.

## **ARTICLE 20 – COMPENSATION CLAIMS**

**Workers' Compensation.** The County agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law.

The County shall provide workers' compensation protection for all employees, even though not required by State law or the equivalent thereof, if injury arises from line-of-duty employment.

In the event that an employee is injured on the job, the County shall pay such employee his/her day's pay for that day lost because of such injury. An employee who is injured on the job and sent home or to a hospital or who must obtain medical attention shall receive pay at the applicable hourly rate for the balance of his/her regular shift on that day.

Coverage shall be valid as long as the employee has notified his/her supervisor within twenty-four (24) hours from the time of the original injury during his/her line of duty employment. Injury notification shall be followed by a written report within seventy-two (72) hours from the time of the original injury if the employee is not incapacitated.

## **ARTICLE 21 – SAFETY**

**Section 1 – Vehicles.** With regard to the operation of vehicles, it shall be the responsibility of the driver to conduct first-echelon maintenance, to maintain the maintenance log, and to report any unsafe condition(s) to his/her department head or designee, who shall take appropriate corrective action.

**Section 2 – Protective Vests.** Protective vests (bulletproof vests) shall be replaced according to the manufacturer's recommendation, and consistent with the replacement schedule.

**Section 3 – Dangerous Work Conditions.** With regard to dangerous conditions of work or accidents, an employee involved in such an incident or any accident shall immediately report said incident or accident and any physical injury that may have been sustained. The employee, before starting his/her next shift, shall make out an accident report or other appropriate report in writing on forms furnished by the County and shall turn in all available names, addresses, and phone numbers of witnesses to the incident or accident.

## ARTICLE 22 – GRIEVANCE PROCEDURE

**Section 1.** A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute which may arise under the interpretation or application of this Agreement. Any grievance arising between the County and the Union or any employee represented by the Union shall be settled as provided by Article 22. For purposes of Article 22 the phrase, “working days” means all days that are not weekends or holidays observed by Washington County. For purposes of Article 22, the day of the act or event from which the designated period of time begins to run shall not be included.

### **INFORMAL**

Step One: The aggrieved employee, with or without the Union Representative, shall take up the grievance with the first-line supervisor within seven (7) working days after the occurrence of the facts giving rise to the grievance. If the aggrieved employee is meaningfully prevented from knowing of the occurrence of the facts giving rise to the grievance as a result of conduct by the County, then the aggrieved employee shall take up the grievance with the first-line supervisor within seven (7) working days after he/she reasonably should have known of the occurrence of those facts. The aggrieved employee shall give notice to the Union, through the Union Representative and Business Agent, of the fact that he/she brought the grievance, whether the grievance is brought with the Shop Steward.

### **FORMAL**

Step Two: If the aggrieved employee or Union Representative and the first-line supervisor have not resolved the grievance within seven (7) working days after said meeting in Step One, then the Union Representative shall submit such grievance in writing to the Sheriff. The Sheriff shall render a decision on said grievance in writing within seven (7) working days.

Step Three: In the event that the written decision of the Sheriff as rendered pursuant to Step Two hereof is not acceptable to the Union, the Union may, within seven (7) working days, present the grievance in writing to the Commissioners. Within ten (10) working days of receiving the written grievance, the Commissioners shall hold a meeting with the aggrieved employee at which the aggrieved employee may be represented by the Union. At this meeting the aggrieved employee may present any information, including the testimony of witnesses and evidence of a documentary nature that the aggrieved employee believes the Commissioners should be aware of to inform their decision on the grievance. At this meeting the Sheriff shall also be permitted to introduce evidence, including testimony of witnesses and evidence of a

documentary nature, that he/she believes the Commissioners should be aware of to inform their decision on the grievance. Upon written application of either the aggrieved employee or the Sheriff, or on its own initiative, the Board of Commissioners may extend the period of time within which the meeting must be held in order to afford the parties a complete opportunity to present any information necessary to inform the Commissioners' decision on the grievance, which request shall be granted unless there is a compelling reason for denial. This extension may not exceed thirty (30) calendar days, unless agreed to in writing by both parties pursuant to Section 3. The Commissioners shall, within ten (10) working days of such meeting with the Union render a decision in writing to the Union on the grievance.

**Step Four:** In the event that the decision of the Commissioners as rendered pursuant to Step Three hereof is not acceptable to the Union, the Union may within ten (10) working days file a request with the Maine Board of Arbitration and Conciliation for arbitration of the grievance.

The decision of the arbitrator(s) shall be final and binding on the parties and the arbitrator(s) shall be requested to issue a decision within the thirty (30) calendar days after the conclusion of testimony and final argument. The parties agree that the arbitrator(s) shall not have the authority to add to, delete from, or otherwise modify any terms and/or conditions contained in this Agreement.

Expenses for the arbitrator's(s') services and the proceedings shall be borne equally by the County and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made providing it pays for the record and makes copies available without charge to the other party and to the arbitrator(s).

**Section 2.** The Local Union, or its authorized representative, shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.

**Section 3.** The time limits for the processing of grievance may be extended only by written consent of both parties, except as provided in Step Three.

**Section 4.** The County and the Union agree that is preferable, whenever possible, to resolve grievances in as expeditious and efficient a manner as possible. The County and the Union also acknowledge that, under certain circumstances, the Union may wish to pursue a grievance that involves an employee, even though the employee may not wish to take any action, or where

the employee may wish to pursue the matter in a court of competent jurisdiction and forego the grievance procedure.

The County and the Union agree and acknowledge that, as a general rule, the grievance process, including arbitration, can be accomplished more expeditiously and efficiently than a matter which is the subject of formal court litigation. Accordingly, the County and the Union Agree that, unless the following restrictions is specifically and expressly prohibited by law, employees shall not file any court action regarding a matter subject to the grievance procedure until the grievance procedure has been fully exhausted. The County and the Union further agree that, where an employee has specific and express right to pursue a matter in court without first exhausting the grievance procedure, then the Union shall not initiate a grievance until such time as the matter has been fully adjudicated in court. Where the Union is required to refrain from initiating a grievance proceeding pending the resolution of a matter filed by an employee in court, the deadlines then existing shall be extended to afford the Union whatever time it had remaining under the grievance procedure one the court matter is fully resolved.

**Section 5.** Should the County be aggrieved as the result of the interpretation or application by the Union of any provision of this Agreement, the County may address said grievance in the foregoing manner, except that the procedure may be initiated at Step Four. Before initiating the formal grievance procedure, however, the county must, within seven (7) working days of the occurrence of the facts giving rise to the grievance, attempt to informally reconcile the grievance with the Union. If the County is dissatisfied with the outcome of its attempts to reconcile the grievance informally with the Union, it may then proceed to initiate the grievance procedure at Step 4. It must do so within thirty (30) days of the date on which it obtained actual knowledge of the occurrences of the facts giving rise to the grievance.

**Section 6.** The parties agree that, pursuant to State of Maine law, nothing in this grievance procedure shall prohibit an aggrieved employee from pursuing a grievance with the County without Union representation.

**Section 7.** The parties agree that the time periods specified in the grievance procedure shall be strictly enforced, and that if any party fails to act as required within the time periods established herein, that party's rights under the grievance procedure are waived.

#### **ARTICLE 23 – DISCIPLINE AND DISCHARGE**

1. **Oral Reprimand** – The Chief Deputy or designee may reprimand or admonish for just cause for minor infractions of Department regulations or procedures. At the discretion of



the Chief Deputy or designee a record of the same may be entered in an individual's personnel file. Each notation entered in an oral reprimand action shall be deleted from the file six (6) months after the date of the reprimand. However, if new disciplinary action is taken during the six-month period, the notation of the oral reprimand will remain a part of the individual's personnel file until such time as the employee has been employed in active duty for six (6) months without any disciplinary action.

2. **Written Reprimand** – The Chief Deputy or designee may issue a written reprimand for just cause for infractions of Department rule, or Department regulations or procedures or order. Each letter of reprimand will be removed from the file one (1) year after the date of the written reprimand. However, if new disciplinary action is taken during the twelve- month (12) period, a letter of reprimand will remain a part of the individual's personnel file until such time as the employee has been employed in active duty for one (1) year without any disciplinary action.

3. **Suspension** - The Chief Deputy or designee may suspend those under his/her command with pay for just cause for any violation or infraction of the Department rules and regulations. The Chief Deputy shall notify the Board of Commissioners in writing of such suspension. Each record of suspension will be removed from the file eighteen (18) months after the date of the reprimand. However, if new disciplinary action is taken during the 18-month period, the notation of the suspension will remain a part of the individual's personnel file until such time as the employee has been employed in active duty for eighteen (18) months without any disciplinary action. The Officer-in Charge of any shift may relieve those under his/her command from duty with pay for the balance of the shift if the Officer-in charge determines that any person under his/her command is not properly able to carry out his/her duties. In all cases of suspension, the Sheriff and the Board of Commissioners will be notified.

4. **Lowering in Rank and Compensation** - The Sheriff may recommend that the Board of Commissioners lower in rank and compensation any employee at any time for just cause, which cause shall be specified. The Board of Commissioners shall allow the employee due process, as provided in Step 3 of the formal Grievance Procedure in Article 22 before acting on the recommendation.

5. **Dismissal** - The Sheriff may recommend that the Board of Commissioners remove any employee at any time for just cause, which cause shall be specified in the order of dismissal. The Board of Commissioners shall allow the employee due process, as provided in Step 3 of the formal Grievance Procedure in Article 22 before acting on the recommendation.

## **ARTICLE 24 – PERSONNEL FILES**

1. The release or dissemination of personnel records or information contained therein shall be governed by applicable state and federal law, including, without limit, the provisions of 5 U.S.C. § 552, ET SEQ., 1 M.R.S.A. § 401, ET SEQ., AND 30-A M.R.S.A. § 503. The release, dissemination, and distribution of any information contained in personnel records shall be limited as provided by those statutes, and any other applicable provision of federal or state law, except as follows: (1) with the written consent of the employee whose records are in questions, (2) pursuant to a court order, or (3) pursuant to a legally authorized subpoena. In the event that a legally authorized subpoena is served upon the County and requires that personnel records be furnished, the County shall take reasonable measures to inform the employee of the existence of the subpoena so that the employee may take whatever action he/she deems necessary to prevent the release of the records. The County shall have no further obligation to object to, or otherwise resist the command of the subpoena.
2. Upon request, a member shall have the right to inspect his/her official personnel record. Inspections shall be during regular business hours and shall be conducted under the supervision of the Department. A member shall have the right to make duplicate for his/her own use. No records shall be withheld from a member's inspection. A member shall have a right to have added to his/her personnel file a written refutation of any material which he/she considers detrimental.
3. All personnel files shall be maintained in their entirety in a single, central location to be determined by the County Commissioners.

## **ARTICLE 25 – INVESTIGATION OF MISCONDUCT**

Employees of the Washington County Sheriff's Department hold a unique status as public employees, and the security of the County and its citizens depends to a great extent upon the manner in which employees of the Department perform their duties, including contacts and relationships with the public. Out of such contacts and relationships may arise questions concerning the actions of employees of the Department. Such questions may require prompt investigation by superior officers designated by the Sheriff or other competent authority.

The Union and the County acknowledge that such investigations must in certain situations be conducted in a confidential manner. The Union and the County also acknowledge that investigations of employees may be necessary.

To insure that such investigations are conducted in a manner conducive to good order and discipline, while observing and protect the individual rights of each member of the Department, the following rules of procedure are established:

(A) The officer(s) conducting an investigation shall advise the employee being investigated, and any other employees being interviewed, that an official investigation is being conducted.

(B) The officer conducting the investigating will give Garrity notice in writing. The employee will be given the opportunity to sign the Garrity notice.

(C) In any investigation, all interviews shall be recorded and the recording shall be preserved by the investigating officer until the investigation is completed and the matter fully resolved. At his/her request, the employee or his/her attorney may listen to, transcribe, or copy all or any portion of the recording, unless in the judgment of the County such action would impede the investigation. When the investigation is complete the employee may listen to, transcribe, or copy all or any portion of the recording.

(D) When an employee is being interviewed as part of an investigation, he/she shall be afforded a reasonable opportunity and facilities to contact and consult privately with a representative of the Union before being interviewed, and those representatives of the Union may be present during the interview, but may not participate in the interview except to counsel the member.

When the employee is being interviewed as a witness only, he/she shall be so informed.

The interview of any employee under this section shall be conducted at a reasonable hour, and without reasonable delay. It shall take place at a suitable location designated by the investigating officer and shall be at the appropriate count department facilities when feasible.

(E) No employee shall be required to take a polygraph test. If an employee is requested to submit to a polygraph or to any other type of test, he/she will be advised of the type of test and the member will be afforded an opportunity to obtain a similar independent test, if available.

(F) The investigation will be conducted promptly and the member will be advised of the outcome of the investigation in writing within five working days.

If at the conclusion of the investigation, the allegation(s) is (are) unsubstantiated or otherwise not sustained, the employee shall be so informed. The employee shall have the right to submit a response with regard to the matter with his/her department to be included with the other investigative materials.

#### **ARTICLE 26 – WORK SCHEDULES**

Any employees covered by this Agreement who are called back to work outside their regular shift, shall receive a credit for a minimum of three (3) hours worked. This shall include compulsory or mandatory meetings, training and any circumstance where an employee is mandated to report.

Vacant and extra patrol shifts will be offered to full-time deputies in order of seniority. Filling shifts opened by planned vacations/comp time may be filled by full-time or part-time deputies at the discretion of the Sheriff, Chief Deputy or his/her designee.

No employee may work more than eighteen (18) hours consecutively in a twenty-four (24) hour period, unless approved in advance as part of a routine scheduled shift turnaround, or under emergency circumstances.

In cases of sick leave and/or bereavement leave, the County shall seek to fill shift vacancies as follows: (1) employees working current shift, in order of seniority, may work additional hours on a vacant shift, up to the maximum of sixteen (16) hours, and (2) remaining hours on the vacant shift will be offered to full-time employees who are not currently working a shift, in order of seniority. In the event that no full-time employees are available, the County shall then have the right to fill the vacant shift from the roster of part-time employees. Sick leave is not counted in the computation of overtime pay unless work outside the regular schedule is compulsory or mandatory. This shall be interpreted to mean that only hours actually work in excess of forty-three (43) hours for Patrol Deputies.

All employees required to appear in court outside of regular work shifts shall receive credit for three (3) hours minimum worked.

All employees shall be paid time and a half (1 ½) for all hours worked in excess of their regularly scheduled shift.

A Deputy assigned to MDEA will be in the rotation for Grant reimbursed details.

The patrol schedule in effect at the signing of this Agreement will not be changed by the Sheriff without consultation with the Union.

Full time Patrol Deputies will have first refusal on felonies and crimes in progress.

The employer agrees that time that the employees work over forty three (43) hours can be banked as time off or pay to be used at a later date with forty-eight (48) hour prior approval from the Sheriff or his/her designee. The compensatory time will be for up to a maximum accumulation and earning on a revolving basis of forty-eight (48) hours. Compensatory time may be earned only in increments of three (3) hours or more. All hours of compensatory time will be earned at one and one-half (1 ½) times the regular hourly rate. Compensatory time may be banked as time off to be used at a later date, or may be paid in cash. The maximum accrual of compensatory time will be one hundred-sixty (160) hours. Whenever employees "cash out" significant amounts of compensatory time they shall receive payment in a separate check. Separate checks will be paid in no less than twenty (20) allotments.

#### **ARTICLE 27 – WAGES**

(A) The wages agreed to shall be as follows, and shall be reflected in a Wage Scale which is attached hereto as EXHIBIT A, and incorporated as part of, this Agreement:

1. Effective January 1, 2017, wages will be paid on a bi-weekly basis.
- ~~2. Effective January 1, 2018 – a 2.00% across the board increase on the wage will be paid.~~
- ~~3. Effective January 1, 2019 – a 1.00% across the board increase on the wage will be paid.~~
- ~~4. Effective January 1, 2020 – a 2.00% increase across the board on the wage will be paid.~~
2. Effective January 1, 2021 – a 2.00% increase across the board on the wage will be paid.

(B) Differentials:

|            |        |
|------------|--------|
| Corporal   | \$ .75 |
| Sergeant   | \$1.00 |
| Lieutenant | \$1.50 |
| Supervisor | \$ .75 |

(C) New employees who transfer from other law enforcement agencies will be credited a year of employment for each full year of post-academy service up to a maximum of five (5) years for purposes of starting pay step. For example, if a new employee transfers from another law enforcement agency with 3 ½ years of post-academy service; he/she would begin employment on step 4. New employees may also carry forward vacation and sick time comparable to the step at which he/she is beginning employment with Washington County, i.e. coming to Washington County employment with up to five (5) years post-Academy experience would mean a transfer of no more than the minimum number of hours awarded through County employment. Transfers with more than five years' experience would begin their employment at step 5. Placement on the salary scale does not include seniority classification.

(D) EXTRA WORK

1. Outside Detail: An outside detail is scheduled or unscheduled extra work requested by a third party for which the employee's wages are paid by the County, but the County is fully reimbursed by the third party. The rate of pay for such details shall be paid at the following rates:

~~2018 – \$40.00 per hour~~

~~2019 – \$42.50 per hour~~

2020 – \$45.00 per hour

2. Inside Detail: An inside detail is scheduled or unscheduled extra work for which the employee's wages are paid by the County and there is no reimbursement from a third party to the County. The rate of pay for this detail shall be at time and one half of the regular hourly wage.

Inside detail time shall be considered hours worked for the purpose of calculating overtime wages.

There shall be a minimum of three (3) hours pay for each detail.

Outside details shall be paid to the employee in a separate paycheck on the next pay period.

## **ARTICLE 28 – SENIORITY, LONGEVITY, AND JOB CLASSIFICATIONS**

### **Section 1 – Classification**

The following classification and chain of command is established:

Patrol  
Lieutenant  
Sergeant  
Corporal  
Patrol Deputy

## **Section 2 - Seniority**

The County shall establish Seniority Lists according to job classifications for the Unit, as specified in Section 1 above, with the employee having the greatest seniority (years of service) listed first in each classification. Said lists shall be subject to amendment from time to time as circumstances warrant.

The Seniority Lists shall be sent to the Secretary/Treasurer of the Union and shall be posted conspicuously or otherwise made available to all employees. The lists shall be posted within forty-five (45) days of the date on which this Agreement is finally signed.

Any objections to the Seniority Lists shall be subject to the grievance procedures.

The Seniority Lists will be updated by January 30 each year, retroactive to January 1 of that year.

Seniority, for the purposes of this Agreement, shall be interpreted to mean length of continuous service within a job classification covered by the Unit, from the date of last hire and shall be a factor in all matters affecting promotions, if employees are otherwise substantially equally qualified and shall be a major factor in all matters affecting lay-off, recall, and vacation preference.

In the event it becomes necessary for the County to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority by classification provided that the business needs of the County shall be governing, with bumping rights. All affected employees shall receive a two (2) week advance notice of layoff, and the County shall meet with the affected employees prior to the actual occurrence of layoff. Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff status have been afforded recall notices which shall be mailed (certified return receipt requested) to the employee's last known address on file with the County and said employees shall have three (3) working days from receipt of recall notice, or five (5) working days from the date of mailing such notice, in which to either accept or reject in kind

such recall notice. It shall be the employee's responsibility to keep the county informed or any change in address.

Any deputy on assignment will maintain and accrue seniority during their assignment.

### **Section 3 – Longevity**

Longevity, for the purposes of this agreement, shall be interpreted to mean length of continuous service with the County, regardless of job classification, from the date of last hire.

Employees shall be credited with all vacation and sick time accrued up until the time of transfer to a new department and shall continue to accrue such time at the same rate. Employees will be placed on the Wage Scale which corresponds to their number of years of service in that new department. For the purposes of this Agreement, seniority would not be transferable from the previous County service. For purposes of this Agreement, employees will advance to the next Step on the Wage Scale on January 1.

#### **2021 contract provisions regarding pay scale steps**

1. For the purposes of the contract in effect January 1, 2021 to December 31, 2021, employees agree to waive their annual step increase on January 1, 2021.
2. Notwithstanding the language of Article 34 of this contract regarding retroactivity, annual step increases shall resume on January 1, 2022, regardless of contract or negotiation status at that time.
3. This paragraph shall not be construed to effect in any way the following: seniority, longevity, time-in-grade, promotions, or the calculation of sick days, vacation days, or retirement benefits.

The Wage Scale shall include wages for up to twenty (20) years of service. If any employee shall have continuous service with the County that exceeds twenty (20) years, the employee will receive an equivalent of an additional ten cents (\$.10) per hour increase over their base wage beginning at twenty-one (21) years.

### **ARTICLE 29 – RETIREMENT**

The Employer agrees to match the contributions of an employee by depositing same into an Individual Retirement Account (IRA) up to a maximum of two thousand (\$2,000) dollars per year for employees who do not participate in the Maine State Retirement System.



The Employer agrees to allow all eligible employees to participate in MainePERS Plan AC and shall match employee contributions as specified by said plan. Members, having selected to change to the 2C Plan under MainePERS will assume responsibility for any difference in the percentage paid by the County under the AC plan by a reduction in the employee's wage increase percentage. This will be recalculated each year.

**ARTICLE 30 – EMPLOYMENT OUTSIDE OF COUNTY**

An employee may not work an eight (8) hour shift with an extra job prior to coming to work for the County without prior approval of the Sheriff which shall not be unreasonably denied.

**ARTICLE 31 – OPTIONAL PAYROLL DEDUCTIONS**

The Employer agrees to deduct designated amounts each week for the wages of those employees who shall have given the employer written notice to make such deductions.

**ARTICLE 32 – CELLULAR PHONE REIMBURSEMENT**

The County shall provide all covered employees with a cell phone stipend of fifty dollars (\$50.00) per month, payable to the employee in the first pay period of the month.

**ARTICLE 33 – 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 they mutually waive all bargaining rights during the term of this Agreement.

**ARTICLE 34 – RETROACTIVITY**

Should negotiations of the new contract go past the expiration of the present contract; the existing contract will remain in full force with respect to, but not limited to, economic benefits including wages, vacations, and grievance procedure, including arbitration.

**ARTICLE 35 – SEPARABILITY AND SAVINGS**

If any provisions of this Agreement or any application of this agreement found to be contrary to law, such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE 36 – 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, 2021.

FOR THE EMPLOYER:

WASHINGTON COUNTY

By: *Toby T. Fernald*  
County Manager

Dated: 12-29-2020

FOR THE UNION:

FRATERNAL ORDER OF POLICE

By: *[Signature]*

Dated: 12-28-2020

FOP Wage Scale \*

as of

12/28/2020

| 2020<br>YEARS | 2020<br>BASE<br>WAGE | 2021                    |                            |
|---------------|----------------------|-------------------------|----------------------------|
|               |                      | WITH<br>MEPERS<br>1.30% | WITHOUT<br>MEPERS<br>2.00% |
| 1             | 15.88                | 16.09                   | 16.20                      |
| 2             | 16.78                | 17.00                   | 17.12                      |
| 3             | 17.33                | 17.56                   | 17.68                      |
| 4             | 20.45                | 20.72                   | 20.86                      |
| 5             | 20.56                | 20.83                   | 20.97                      |
| 6             | 20.69                | 20.96                   | 21.10                      |
| 7             | 20.82                | 21.09                   | 21.24                      |
| 8             | 20.92                | 21.19                   | 21.34                      |
| 9             | 21.03                | 21.30                   | 21.45                      |
| 10            | 21.15                | 21.42                   | 21.57                      |
| 11            | 21.29                | 21.57                   | 21.72                      |
| 12            | 21.40                | 21.68                   | 21.83                      |
| 13            | 21.51                | 21.79                   | 21.94                      |
| 14            | 21.61                | 21.89                   | 22.04                      |
| 15            | 21.75                | 22.03                   | 22.19                      |
| 16            | 21.86                | 22.14                   | 22.30                      |
| 17            | 21.98                | 22.27                   | 22.42                      |
| 18            | 22.08                | 22.37                   | 22.52                      |
| 19            | 22.21                | 22.50                   | 22.65                      |
| 20            | 22.34                | 22.63                   | 22.79                      |

DRAFT

| 2021                 | YEAR   | MEPERS |
|----------------------|--------|--------|
| Allen, Ryan          | 9      | NO     |
| Bridges, Toni        | 4      | V      |
| Carter, Matthew      | 4      | V      |
| Crabtree, Michael    | Salary | NO     |
| Curtis, Barry        | Salary | V      |
| Johnson-Rolfe, Paula | Salary | NO     |
| Mace, Timothy        | 6      | V      |
| Malloy, James        | 9      | NO     |
| McLaughlin, Eric     | 5      | V      |
| Parker, Brandon      | 8      | V      |
| Pineo, Ralph         | 14     | V      |
| Robbins, Wayne**     | 4      | NO     |
| Sawyer, Greg         | 8      | V      |
| Seiler, Ashley       | 4      | V      |
| Simpson, Chris       | 6      | V      |
| Tabbutt, Tim         | 14     | V      |
| White, William       | 6      | V      |
| Willey, Travis       | 20     | V      |

\*Calculations by the Treasurer's Office for purposes of payroll.  
NO step increases for 2021; 2% increase over 2020 wage.

\*\*Wayne Robbins (only) advanced one step per agreement.