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COLLECTIVE BARGAINING AGREEMENT

COUNTY OF PENOBSCOT

AND

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

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

LOCAL 1828-12

EXPIRES DECEMBER 31, 2024

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12

1 **ARTICLE 1 - PREAMBLE**

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

6
7 Pursuant to the provisions of the Municipal Public Employees Labor Relations law, the parties
8 hereto have entered into this Agreement in order to establish mutual rights, preserve proper
9 employee morale and to promote effective and efficient operations.

10
11 The parties hereby mutually agree that no County employee will be discriminated against on the
12 basis of his or her membership, participation or non-participation in the activities of the Union.

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

23
24 The Union agrees to continue its policy to admit all members to membership and to represent all
25 members without regard to race, creed, color, national origin, sex, marital status, age, and/or
26 physical or mental disability.

27
28 The Union agrees to support the County's current Affirmative Action Program, which complies
29 with or is mandated by applicable State and Federal Law.

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

4 All references in this Agreement to employees of the male gender are used for convenience only
5 and shall be construed to include both male and female employees.
6

7 **ARTICLE 2 - RECOGNITION**

8

9 The Bargaining Unit governed by this Agreement is a Corrections Bargaining Unit established
10 by an Agreement of the parties to proceedings before the Maine Labor Relations Board on
11 December 28, 1981 excepting Supervisory titles pursuant to the Voluntary Recognition Form
12 dated October 9, 1987. Furthermore, the parties have agreed to include in this Bargaining Unit
13 the position of Corrections Officer, Transport Officer, Clerical Intake Specialist II, Public Works
14 Officer, Corrections Utility Custodian, Cook and Training Officer.
15

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

19 **ARTICLE 3 - CHECK-OFF**

20

21 The Employer agrees to deduct the Union membership initiation fee, regular monthly dues and
22 benefit premiums from the pay of those employees who individually request in writing that such
23 deductions is made. The amount to be deducted shall be certified to the Employer by the Union
24 and the Employer will forward all such collections to the AFSCME Council 93 on a monthly
25 basis. All dues and fees collected shall be submitted to AFSCME Council 93. All premiums
26 deducted shall be forward to the address supplied to the County by AFSCME Council 93.
27

28 Deductions will be promptly transmitted to the Union by electronic transfer (ACH). Along
29 with the ACH payment, an employee payroll roster will be submitted within two business
30 days via electronic means utilizing a CSV or Excel format, including any employee in a
31 bargaining unit that is not having dues deducted.

1
2 **This electronic employee payroll roster must include, employee id numbers, legal name,**
3 **bargaining unit, deduction amount, deduction type, base pay amount (excluding overtime,**
4 **shift differentials, bonuses, and longevity), pay ending date and check date.**

5
6 The Union shall indemnify and hold the Employer harmless against all claims and suits which
7 may arise by reason of any action regarding deductions of said dues and remitting the same to
8 the Union pursuant to this Article. The employee authorization shall be irrevocable during the
9 term of this Agreement except that any employee may revoke the authorization by submitting
10 such written request to the Employer and the Union during a thirty- (30) day period prior to the
11 expiration date of the Agreement.

12 13 **ARTICLE 4 - UNION SECURITY**

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

24
25 It shall be the sole responsibility of the Union to collect its dues or representation fees from
26 members and non-members alike. Employees may elect to have their dues or representation fees
27 deducted pursuant to this contract. The payment of dues or representation fees shall not be
28 considered a condition of employment and the Employer shall not be required to take action
29 against any employee who shall fail to pay dues or other such fees.

30 31 **ARTICLE 5 - HOLIDAYS**

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

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

Employees who work a Monday to Friday work schedule the observed holiday will be considered the Holiday. Employees who work a shift schedule, the actual holiday will be considered the Holiday. If an employee works on any of the holidays listed, he shall be paid one and one-half (1 ½) times his regular rate of pay for hours actually worked plus eight- (8) hours holiday pay. If the holiday occurs on an employee's scheduled day off or on a vacation day, he shall be paid eight (8) hours for the unworked holiday. If an employee loses a workday because of the Holiday, the employee will receive a normal day's pay as Holiday pay and those hours not worked because of the holiday shall be considered hours worked for the purpose of calculating overtime wages.

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

To be eligible for holiday pay, the employee must have worked their last scheduled workday prior to the holiday and his first regularly scheduled workday after the holiday. For this purpose, authorized leave in an active pay status shall be considered a scheduled workday.

Employees on paid leave shall be eligible for holiday pay as set forth above. Employees on unpaid leave shall not be eligible for holiday pay. Employees on intermittent unpaid leave and

1 who work ½ of their normal workweek in the week that the holiday occurs shall be entitled to
2 holiday pay.

3 ARTICLE 6 - SENIORITY 4

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

11
12 The following are identified and recognized as specific divisions within the Sheriff's
13 Department: Corrections and Transports.

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

28
29 **Minimum Staffing Levels.** The Sheriff's Department shall staff in accordance with Department
30 of Corrections and staffing requirements, and no fewer than six (6) male corrections officer
31 positions and two (2) female corrections officer positions per shift for the corrections security
32 schedule. This provision shall not be interpreted to mean the County of Sheriff's Department

1 intends to reduce or increase the current staffing levels. In the event that an officer bids for a
2 position on a different shift and is denied due solely to minimum staffing reasons, then that
3 employee shall be entitled to move to that position as soon as minimum staffing allowances
4 allow for this move. In no event shall this delay exceed one-hundred (120) days.

5
6 If an employee has not been allowed to move to a posted shift assignment due to minimum
7 staffing reasons, then that employee may arrange for another employee to voluntarily swap shift
8 rotations, until such time that minimum staffing allowances are met, and allow for the original
9 posted shift assignments to be awarded.

10
11 **Temporary Assignments.** In the case of a bona fide situation occurring after the execution of
12 this contract, the Sheriff shall have the right to make a temporary assignment. This assignment
13 shall not last for more than ninety (90) days beyond the date when the assignment actually
14 begins. When the Sheriff begins the temporary assignment, he shall notify the Union of the
15 beginning date and the date upon which the ninety (90) days would expire. After ninety (90)
16 days, the position must be posted, or a decision made not to fill the position.

17
18 In the case of a bona fide situation to include temporary vacancies created by leaves of absences,
19 intergovernmental/interdepartmental assignments, the Sheriff shall have the right to make a
20 temporary assignment for the period of time during which said vacancy exists.

21
22 **Transfers and Layoffs.** With regard to transfers, seniority as it relates to experience for a given
23 bargaining unit position, shall be a factor considered by the Employer. A “transfer” shall mean a
24 lateral movement to a position in the same pay range. In cases of layoffs, the least senior
25 employee within a classification shall be laid off or may bump a more junior employee in a
26 classification which reflect duties and responsibilities once performed by the affected employee
27 or in a classification the affected employee has previously held. If an employee is displaced due
28 to layoff and/or bumping, the employee will be offered part time employment as a corrections
29 officer in the Department. If the employee accepts, they will receive the highest wage rate for
30 part time employees and will be offered the maximum number of hours per week allotted to part
31 time employees as determined by the Sheriff or his designee. If an employee declines the offer

1 to work as part time corrections officer, such decision shall not affect their recall rights under the
2 contract. The County shall give employees about to be laid off a fourteen- (14) calendar day
3 notice of such lay off. Any employee laid off shall have recall rights to any vacant positions in
4 their classification for a period of one (1) year. No new employee shall be hired until all
5 employees on lay off status have been recalled. Employees on lay off status are responsible to
6 notify the County of any change in address in writing by registered mail. Recall will be by
7 registered mail, employee must respond within two weeks of receipt of notice, or lose all recall
8 rights. Any employee who is activated and deployed by the United States military during layoff
9 status shall retain recall rights for a period of ninety (90) days beyond the termination of the
10 deployment. The employee must provide the Sheriff with his military orders and or extensions
11 within ninety (90) days of the termination of the deployment.

12
13 **Bumping From Supervisory Unit.** In the event of a layoff, employees may be demoted back
14 into this unit from the Supervisory Unit. Their seniority shall be determined by their first date of
15 full time hire as a full time employee for all purposes addressed in this agreement, except that an
16 employee demoted into this unit shall assume the shift position held by the least senior employee
17 in the unit.

18 **ARTICLE 7 - VACATIONS**
19

20 Full-time employees are entitled to two- (2) weeks' vacation after one (1) year of service. An
21 employee may take one (1) week of the entitled vacation after nine (9) months of service from
22 last date of full-time hire provided, in the opinion of the department head, it will not cause a
23 hardship on the Department. Vacations may be accumulated to a maximum of four (4) weeks.
24 After five (5) years of service, an employee is entitled to three (3) weeks vacation, accumulated
25 up to five (5) weeks. After fourteen (14) years of service, an employee is entitled to four (4)
26 weeks vacation, accumulated up to six (6) weeks. After nineteen (19) years of service, an
27 employee is entitled to five (5) weeks vacation, accumulated up to seven (7) weeks.
28 Accumulated vacation pay will be paid to the employee upon retirement or termination or to the
29 beneficiary upon death.

30

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

6
7 Employees will have the opportunity in December of each year of the contract to sign up for
8 those weeks during the coming year in which they wish to take vacation time. Vacations, where
9 possible, shall be granted for the time requested by the employee. The nature of the work may
10 make it necessary to limit the number of employees on vacation at the same time. When granting
11 vacation requests the employee with the greatest seniority shall be given their choice of vacation,
12 except that employees who request vacation in weekly increments may be given preference over
13 employees who request vacation in daily increments. Any request for or change in vacation
14 times after the initial sign-up period shall be acted upon at the discretion of the Sheriff. Such
15 requests must be submitted in writing (emergency leave may be verbal) prior to the vacation time
16 requested in order to be considered by the Sheriff. The Sheriff shall respond to the request
17 within two- (2) weeks of the request being submitted. Approved vacation leave shall be utilized
18 at straight rate (i.e. eight- (8) hours approved vacation shall be deducted as eight (8) - hours
19 vacation utilized. Unauthorized leave shall be deducted as vacation leave at one and one-half
20 times (1 ½) the actual time taken (i.e. eight- (8) hours unauthorized leave shall be deducted as
21 twelve- (12) hours vacation utilized). Unauthorized leave may be subject to discipline.

22
23 Vacation requests that have been received after the final schedule has been posted may be
24 approved for emergency reasons.

25
26 Employees are responsible for ensuring any County vehicle in their possession is left at the
27 Sheriff's office or other designated location prior to the beginning of their vacation.

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

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

3
4 Employees may donate up to two weeks of accrued vacation or sick time annually to full-time
5 employees who have exhausted all sick and vacation leave. Such donated time may be used only
6 for medical emergencies and must be approved by the Department Head. Such donated time will
7 be applied on a day-for- day basis, a day donated is a day used. The recipient of such donated
8 time does not accrue vacation or sick leave. The recipient may continue their health insurance
9 benefit by continuing to pay their portion of the monthly premium through payroll deduction.

11 **ARTICLE 8 - SICK LEAVE**

12
13 Employees shall accrue eighty-four (84) hours of sick leave per year. Employees shall start to
14 accrue sick leave from their date of full-time hire. Employees will accrue and may use paid sick
15 leave upon hire. Any accumulation over seven hundred twenty (720) hours shall be placed in a
16 sick leave bank, which can be used by the employee for any long-term illness. Any such time
17 shall not be calculated for pay at time of separation. At the time of separation in good standing
18 from the County, those employees with fifteen- (15) or more consecutive years of service with
19 the County shall be paid one-half- (1/2) of their accumulated non-bank sick leave not to exceed
20 two hundred forty (240) hours and up to one hundred twenty (120) hours of their accumulated
21 bank sick leave paid at their current rate of pay as of the date of separation. At the time of
22 separation in good standing from the County, those employees with twenty years (20) or more
23 consecutive years of service with the County shall be paid one-half (1/2) of their accumulated
24 non-bank sick leave not to exceed three hundred (300) hours and up to one hundred and forty
25 (140) hours of their accumulated bank sick leave paid at their current rate of pay as of the date of
26 separation. At the time of separation in good standing from the County, those employees with
27 twenty-five- (25) or more consecutive years of service with the County shall be paid one-half-
28 (1/2) of their accumulated non-bank sick leave not to exceed three hundred sixty (360) hours and
29 up to one hundred sixty (160) hours of their accumulated bank sick leave paid at their current
30 rate of pay as of the date of separation.

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

3

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

10

11 Those employees who do not use sick leave (or use of sick leave for verified doctor's
12 appointment) in a calendar month shall be awarded two (2) hours incentive time to be converted
13 to vacation leave for that calendar month. Such time will be applied on the first pay period of the
14 following month. Those employees do not use sick leave (or use of sick leave for verified
15 doctor's appointment) during a calendar year shall be awarded an additional eight (8) incentive
16 hours to be converted to vacation leave. For purposes of corrective action an unexcused absence
17 for consecutive scheduled work times shall be considered a single occurrence. An occurrence
18 shall not be charged to an employee for an absence covered by a physicians excuse.

19

20 Employees on paid leave shall continue to accrue sick leave benefits. Employees on unpaid
21 leave, shall not be entitled to the accrual of sick leave benefits for the duration of such unpaid
22 leave. Employees on intermittent unpaid leave, and who work an average of one-half (1/2) of
23 their normal work hours in a calendar month shall be entitled to the accrual of sick leave benefits
24 for that calendar month.

25

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

29

30 **Fitness for Duty:** Employees shall be required to maintain the level of medical, psychological
31 and physical fitness necessary to perform the functions of their position relative to their job
32 description. If the Sheriff or his designee has reason to believe that an employee is not fit for

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

25

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

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

8
9 Article 8-A - Earned Paid Leave

10
11 Effective January 1, 2021, Maine's Earned Paid Leave Law allows employees to earn one (1)
12 hour of paid leave for every 40 hours the employee works per year. The amount of time an
13 employee can earn during a one-year period is capped at 40 hours. This leave time is not
14 additional leave over and above any other paid leave time available to an employee under this
15 contract as long as the employee has at least 40 hours of accrued time. An employee will use
16 sick and/or vacation time pursuant to Articles 7 and 8. The first 40 hours, with the exception of
17 time used in one calendar week blocks, of that time will concurrently be designated earned paid
18 leave time under the Earned Paid Leave Law. The employee may determine whether the earned
19 leave time will be counted under their accrued sick or vacation time, and the accrued banked
20 time will be reduced accordingly. Once the earned paid leave time is exhausted, requests for
21 time off will be counted toward either sick or vacation time, in accordance with and as defined
22 by those Articles. If, at the time leave is requested, the employee does not have available and
23 accrued sick or vacation time but qualifies for earned paid leave based on the formula of earning
24 one (1) hour of paid leave for every 40 hours the employee works per year, then the employee
25 will be entitled to leave under the Earned Paid Leave.

26
27 During these 40 hours of qualifying earned paid time, the vacation and sick Articles apply to the
28 extent that they do not conflict with the following provisions.

29
30 A. Definitions. A "year" for purposes of accrual of earned leave begins on the employee's date
31 of hire.

1 B. Use of leave.

2 1. An employee may not use leave before the employee has been employed by Penobscot
3 County for 120 calendar days.

4 2. Leave may be taken in increments of one (1) hour.

5 3. Notice

6 a. Absent an emergency, illness or other sudden necessity for taking earned leave, an
7 employee must give advance notice as per Article 7, to the employee's Supervisor of the
8 employee's intent to use earned leave. Use of leave will be approved unless the
9 requested leave would create an undue hardship on the Department as reasonably
10 determined by the Supervisor.

11
12 b. Notice required for an emergency, illness or other sudden necessity must be
13 reasonable under the circumstances, recognizing that advance notice may not be feasible.
14 In such circumstances, an employee shall make a good faith effort to provide as much
15 notice as is feasible under the circumstances to the Department of the employee's intent
16 to use leave.

17
18 C. Carry over. An employee may carry-over up to forty (40) hours of earned paid leave to the
19 following year, but carried-over time is counted toward the annual maximum accrual. For
20 example, if an employee carries over thirty (30) hours of leave, the employee may earn an
21 additional ten (10) hours of leave in the new year. If an employee carries over forty (40) hours
22 of leave, then the employee will have immediately reached the limit for the new fiscal year.

23
24 D. Treatment of leave upon separation. An employee will not be paid for accrued paid leave
25 upon separation from employment except as otherwise provided for vacation and sick leave
26 under Articles 7 and 8.

27
28 **ARTICLE 9 - LEAVE OF ABSENCE**

29
30 **Family Medical Leave Act:** The parties agree that the provisions of the Family Medical Leave
31 Act shall apply to all members of this Collective Bargaining Agreement. Any serious health

1 condition that extends beyond four days falls under the regulation of the Family Medical Leave
2 Act (FMLA) Human Resources will confidentially handle and manage all records related to the
3 FMLA and provide communication to the Sheriff of the employee's need to be absent and status
4 of the leave. Human Resources may require periodic updates from the employees to support
5 continued absences or to manage the return to work process. Any request over and above the
6 Family Medical Leave Act shall be in accordance with the next paragraph.

7
8 **Medical, Maternity and Paternity:** Requests for medical leaves of absence without pay, or for
9 maternity or paternity leave without pay, or for reduced schedule leave/work on a limited duty
10 basis, shall be submitted in writing by the employee to the Sheriff or his designee with proof
11 from the employee's physician that said leave or said reduced schedule/limited duty is necessary.
12 The granting or denial of such request shall be done on a case by case basis with the Sheriff or
13 his designee considering operational requirements, the expected length of the leave of absence
14 and the nature of the reason therefor. The granting or denial of such leaves of absence shall be
15 within the discretion of the Sheriff or his designee. Before returning to work from a medical
16 leave of absence, or from reduced schedule/limited duty status, an employee must submit a
17 medical clearance from his/her treating physician indicating that the employee can perform the
18 duties consistent with his/her functional job description, with or without reasonable
19 accommodation. Requests for accommodation will be considered in accordance with the
20 interactive process.

21
22 In addition to accruing seniority while on any unpaid medical, maternity or paternity leave of
23 absence granted under these provisions, employees shall be returned to the position they held at
24 the time the leave of absence was requested.

25
26 **Duration of Leave.** An employee who has been granted a leave of absence must return to duty
27 within one (1) calendar year of the date that the leave of absence commenced. An employee in
28 good standing at the time of separation due to expiration of leave shall have recall rights to his
29 former position, if available, for a period of one (1) year following separation from the County.

30
31 **Bereavement:** In the event of a death in the immediate family of an employee, the employee
32 shall be granted a leave of absence with pay. Such leave shall not exceed five scheduled (5)

1 days. In the event of a death in the extended family of an employee, the employee shall be
2 granted a leave of absence with pay. Such leave shall not exceed three scheduled (3) days. Such
3 leave must be requested within twenty-four (24) hours of the employee's notice of the occurrence
4 of the death. An employee may request that one (1) of the authorized bereavement scheduled
5 days be reserved for a subsequent service or interment. The Sheriff or Jail Administrator shall
6 have the discretion to award an employee from one (1) to three (3) scheduled days leave of
7 absence with pay for the death of an individual who is not an immediate or extended family
8 member but who had a family-like relationship with the employee because the person stood in
9 place of a parent for the employee, or because of a domestic partnership with the employee or
10 with an immediate family member.

11
12 **Jury Duty:** Employees shall be granted a leave of absence at such times as they are required to
13 report for jury duty or jury service. If an employee is discharged from daily jury duty and is still
14 within his scheduled workday, he shall immediately return to work. Employees will be paid
15 their regular salary and shall turn over to the County any and all compensation received for jury
16 service.

17
18 **Military Leave:** The parties agree that they will comply with the Uniform Services
19 Employment and Reemployment Act. . Employees must present the Sheriff with military orders
20 for either deployment or training when leave is requested. Employees must present the Sheriff
21 with their annual drill schedule upon its issuance by the military.

22
23 **Paid Parental Leave:** The County offers Paid Parental Leave to qualifying employees for the
24 addition of a new family member during the important period immediately following the birth or
25 adoption of a child. The County will provide one week of 100% paid parental leave to the
26 eligible employee to be used within the first 12 weeks of the birth or placement for adoption of
27 his or her child. The leave is available only in a full block of a week, and cannot be used on an
28 intermittent basis. The amount of the benefit will be determined based on the employee's
29 regular rate of pay. The payment will be made based on the employee's regular payroll dates.

30 The requesting employee is responsible for submitting a request to HR. The leave should be
31 requested as soon as the date is known and with as much notice as possible. This leave is in

1 addition to other forms of leave detailed in the handbook; an employee is not required to use
2 Earned Paid Leave for this leave period.

3

4 **ARTICLE 10 - WORKERS' COMPENSATION**

5

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

14

15 Sick and vacation days utilized for this purpose will not be counted in calculating incentive days,
16 therefore the employee will be eligible for monthly and annual incentive days earned pursuant to
17 Article 8: Sick Leave. Employees not utilizing sick or vacation days while out on Workers
18 Compensation will also be eligible for monthly and annual incentive days earned pursuant to
19 Article 8: Sick Leave.

20

21

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

24 **ARTICLE 11 - DISCIPLINE AND DISCHARGE**

25

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

27

28 Verbal/Oral Reprimand

29 Written Reprimand

30 Suspension

1 Corrective Probation

2 Demotion

3 Discharge

4

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

11

12 Discipline shall only be for just cause.

13

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

16

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

24

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

29

30 Verbal/Oral Reprimand: One Year

31 Counseling: One Year

32 Written Reprimand: Three Years

- 1 Suspension: Five Years
- 2 Corrective Probation: Five Years
- 3 Demotion: Five Years

4

5 When an employee demotes or is demoted they may be placed back into the line bargaining unit.

6 For the employee who self-demotes or is demoted for job related issue they shall retain full

7 seniority as if they had never left the unit. For the employees demoted as a result of a discipline

8 they shall retain their full seniority for purpose of benefits and longevity. They will be demoted

9 into an open position and shall begin accruing seniority for bidding purposes from that date. No

10 demotion may take place if the demotion causes any current Line Staff member to be displaced.

11

12 The Sheriff or his designee may place an employee on administrative leave with pay for

13 purposes of conducting an administrative investigation or if the employee is the subject of a

14 criminal investigation. When an employee becomes the subject of an internal affairs

15 investigation, they shall be notified in writing of such investigation, unless such notification

16 would interfere with or compromise an ongoing investigation. In the event of a criminal

17 investigation, such paid leave shall end if the employee is charged with a crime by any law

18 enforcement agency or after sixty (60) days whichever is sooner. If criminal charges are pending

19 against an employee, the unpaid administrative leave may extend until such time as the charges

20 are finally resolved. Only if the employee is acquitted or similarly absolved from guilt on all

21 charges (unless acquittal or absolution is the result of a procedural or technical issue such as an

22 invalid search or confession) and if the employee is returned to work, the employee shall be paid

23 regular base wages for that time spent on leave.

24

25 If, during the course of any such investigation, should the employer deem it desirable to re-

26 assign an employee to an alternate shift, rather than place the employee on administrative leave

27 with pay, the employer will contact the Union and employee to seek agreement. By agreement

28 of both parties an employee may choose to be re-assigned for the duration of the investigation.

29 Should the parties not agree, the employer may exercise their right to place the employee on

30 administrative leave.

31

1 During either a period of paid leave or re-assignment for investigation the employer may post the
2 position for interested parties or otherwise assign the vacancy as a temporary assignment to any
3 employee.
4

5 **ARTICLE 12 - GRIEVANCE PROCEDURE**

6

7 A grievance is a complaint that the Employer has violated this Agreement. Grievances shall be
8 resolved as follows:
9

10 For a grievance to be valid, the grievance must contain a statement of fact regarding the alleged
11 violation and specific suggested remedy.
12

13 **Step One.** The grievance may be presented by the Union Steward, Union Representative or
14 Grievance Committee, to the Sheriff or his designated representative in writing within ten- (10)
15 business days of the date of the grievance or the employee's knowledge of its occurrence. The
16 Sheriff or his designated representative shall respond in writing to the Union Steward, Union
17 Representative or Grievance Committee within ten- (10) business days of receipt of the
18 grievance. By written mutual agreement between the Union and the Sheriff, the time for filing of
19 the grievance or the response of the Sheriff or his designated representative may be extended.
20

21 **Step. Two.** If the grievance remains unadjusted after Step One, it may be presented by the Union
22 Steward, Union Representative or Grievance Committee to the County Commissioners, in
23 writing, within ten- (10) business days after the response of the immediate supervisor is due. By
24 written mutual agreement between the Union and the Sheriff, the time for filing of the Step Two
25 grievance may be extended. The Commissioners shall act in accordance with 30-A-M.R.S.A. §
26 501 or the appropriate statute after the presentation of the grievance to them. The County
27 Commissioners and the Union's Business Agent shall schedule a Step Two meeting to be held
28 between the parties on the second Tuesday of each month. The County Commissioners shall
29 respond in writing to the Union Representative within fifteen- (15) business days from the date
30 of the Step Two hearing.
31

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

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

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

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

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

3
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5

6 **ARTICLE 13 - INSURANCE AND RETIREMENT**

7

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

15 **Effective January 1, 2022, individuals shall contribute towards the cost of the health**
16 **insurance plan as follows:**

Employee Contribution	Employee Share	
	Hired on or before 12/31/2008 – 2022, 2023, 2024	Hired on or after 1/1/2009 – 2022, 2023, 2024 Rate
Single	5.90%	9%
Emp/Sp	18.40%	19%
Emp/Child	17.80%	19%
Family	18.00%	19%

17 * if total annual premium for each contract year is 6% or higher than the total annual premium
18 For the prior year, the County will pay for the entire premium increase which exceeds 6 %.

19

20 Health Reimbursement Account: The County agrees to increase the Health Reimbursement
21 Account 60% of the deductible.

22

23 The County agrees to contribute \$18.00 per month for Dental Insurance

24

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

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

The County will pay ½ of the individual premium for health insurance for employees who retire from County employment after 24 years of continuous service except employees that are eligible under Section 2 of this article. The County will pay for ¾ of the individual premium for health insurance for employees who retire from the County after 30 years of continuous service.

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

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

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

An employee who elects to participate in the Deferred Compensation plan shall authorize payroll deductions of at least Six Hundred Dollars (\$600.00) per year for contribution to the Plan. The County shall contribute an equal amount to the plan on behalf of the employee up to seven and one-half percent (7.5 %) of the employee’s base pay for the calendar year. The County will not match the employee contribution during their first nine months of employment. Employees can contribute to the plan on all compensated hours. Such contributions will be made to VOYA at the end of each employee's payroll period.

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

ARTICLE 14 - HOURS OF WORK

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

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

Corrections Utility Custodian will work a forty (40) hour work week

Training Officer will work a forty (40) hour work week

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

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

Cooks will work a forty (40) hour workweek.

1 case may Comp Time be taken more than sixty (60) days after earned. If said sixty (60) days
2 expire and Comp Time remains unused, the employee will be paid for the overtime worked. In
3 no case shall Comp Time be accumulated.

4
5 Vacation or Comp Time shall be considered hours worked for the purpose of calculating
6 overtime wages when the employee is “forced out”. However, vacation or Comp Time shall not
7 be considered hours worked for the purpose of calculating overtime wages when the employee
8 volunteers for Inside or Contractual Extra Work as defined in Article 17 Extra Work.

10 **ARTICLE 16 - COURT TIME**

11
12 Whenever an employee is required to appear in court in his official capacity on a scheduled day
13 off or during non-duty hours of a day on, the employee shall receive one and one-half (1½) times
14 his regular rate of pay for hours so spent. If the employee is required to appear on a vacation day,
15 he shall receive double pay. In any event, the employee shall receive the wages described above
16 or four- (4) hours of pay at straight rate, whichever is greater, for court appearances.

17
18 Actual hours spent in court will count towards the calculation of overtime.

19 **ARTICLE 17 - EXTRA WORK**

20
21 **Outside Extra:** An outside extra is scheduled or unscheduled extra work requested by a third
22 party for which the employee’s wages are paid by the County, but the County is reimbursed by
23 the third party. Contractual extras are not considered outside extras.

24
25 **Inside Extra:** An inside extra is scheduled or unscheduled extra work for which the employee’s
26 wages are paid by the County and there is no reimbursement from a third party to the County.

27
28 Inside Extras: For inside extras, (Corrections Division) including that which is scheduled or
29 which is caused by unscheduled absences after the first forty-eight (48) hours following notice of
30 the absence, the Sheriff or his designee will:

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

3 (2) The Sheriff or his designee shall call three (3) individuals on the rotating list for inside
4 extras for an absence within the first forty-eight (48) hours following notice of the
5 absence, in seeking to find an employee willing to undertake the specific overtime work
6 available. If the Sheriff or his designee makes three (3) such calls and is unable to obtain
7 an employee to do said work, the Sheriff or his designee may call any qualified
8 employee, including part-time employees.

9
10 Those employees so qualified and desiring to be considered for inside extras shall be listed. The
11 Union shall provide during December of each year a list of those that want overtime and are
12 qualified; submitted through the chain of command and revised as needed.

13
14 **Outside Extras:** The Employer shall pay any employee working Public Outside Extra seventy
15 dollars (\$70) for up to two (2) hours worked plus one and one half (1 ½) their regular hourly rate
16 for all hours worked thereafter. Private Outside Extra eighty dollars (\$80) for up to two (2)
17 hours worked plus one and one half (1½) their regular hourly rate for all hours worked thereafter.

18
19 When an employee has filed for outside extras for a time shown to be beyond that actually
20 worked, the employee shall be paid only for time actually worked. If the employee has already
21 been paid more than the amount due, the Employer may deduct the amount reimbursable from
22 the next paycheck due the employee.

23
24 **Transports:** For the transporting of prisoners in-state, extra work will be offered by the Sheriff
25 or his designee.

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

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

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

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

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

ARTICLE 18 - UNIFORMS

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

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

- Corrections
- 3 pr pants
- 3 short sleeve shirts
- 3 long sleeve shirts
- 1 badges*

- 1 1 name tags*
- 2 2 ties
- 3 Collar bass*
- 4 Summer shoes
- 5 All-Season Jacket
- 6 Baseball Hat
- 7 Nylon Duty Belt & Accs.
- 8

9 **ARTICLE 19 - UNION BULLETIN BOARDS**

10

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

15

16 The Employer agrees to allow a Union activity link on the Department Pass-On program for the
17 purpose of posting Union information. No material demeaning to the Employer, political in
18 nature or advocating an illegal activity may be posted. Posting/editing information will be
19 limited to Union Chairs. The Employer reserves the right to delete any posting not consistent
20 with this Article. The Employer shall notify the Union Chair and Business Agent in the event the
21 Employer deletes any posting.

22

23 **ARTICLE 20 - UNION ACTIVITIES**

24

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

29

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

1 The Employer agrees to permit two Union members to take up to two days of paid leave
2 (scheduled days) per year to attend Union training seminars, Union functions including
3 committee meetings so long as operational needs will allow as determined by the Sheriff.
4

5 Duly authorized representatives shall be permitted to enter work sites for the purpose of
6 observing conditions under which employees are employed and to carry out the representative's
7 legal responsibilities.
8

9 The duly authorized representative will, in all cases of access, notify the person in charge of the
10 facility or his designee, of his presence. Access shall not be unreasonably denied.
11

12 **ARTICLE 21 - WORK RULES**

13

14 Such rules shall not contradict the terms of the Agreement. The Sheriff shall post any new work
15 rule or modification of any existing work rule at least three (3) work days with a copy given to
16 AFSCME Council 93, Monday through Friday, before it becomes effective, unless unable to do
17 so because of an emergency. A copy of all existing work rules and any changes shall be made
18 available to all employees affected by the change.
19

20 The Employer shall maintain an intra-net web site. All policies and work rules will be
21 maintained on this site.
22

23 **ARTICLE 22 - DEFINITIONS**

24

25 **Business day** shall mean any day, Monday through Friday, excluding holidays recognized in this
26 Agreement.
27

28 **Management** shall mean the Penobscot County Commissioners and/or their designee(s) and the
29 Sheriff and/or his designee(s) acting either individually or collectively.
30

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

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Emergency or Emergency Situation shall mean an unforeseen circumstance.

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

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

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

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

ARTICLE 23 - REIMBURSABLE EXPENSES

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

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

ARTICLE 24 - PERSONAL EFFECTS

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

1 **ARTICLE 25 - TRAINING**

2
3 All employees shall be paid for training conducted within the department in excess of their
4 regularly scheduled workweek. Any and all required training sessions and schools conducted
5 outside the department and attended by members of the unit will be done so with the Employer
6 paying for such time at the employee's regular non-overtime rate of pay. However, should the
7 time spent in actual training or school participation exceed the hours of the employee's regularly
8 scheduled work week, the employee shall be paid one and one half (1 ½) times his/her regular
9 rate of pay for such excess time. However, if employees are given written notice of the training
10 date(s) at least fourteen (14) days prior to the date(s), the employee's workweek may be
11 rescheduled to avoid overtime. Training time shall be considered hours worked for the purpose
12 of calculating overtime wages. The Sheriff must approve all paid training.

13
14 The employee shall receive a total of two (2) hours pay for all travel time, regardless of the
15 actual travel time, for training attended beyond a thirty (30) mile radius of Bangor. The two (2)
16 hours paid for travel time shall be considered hours worked for the purpose of calculating over-
17 time.

18 **Training Posting Policy.** All employees are expected to take initiative to determine what
19 training (including retraining) is required and to arrange to complete required training in a timely
20 manner. The Sheriff will continue to make time available during work time for employee
21 training. When in the judgment of the Sheriff an employee has been repeatedly tardy in
22 completing annual or other training requirements the employee may be "Posted" by the Sheriff.
23 "Repeatedly tardy" for posting purposes is defined as more than one instance in which required
24 annual or other training has not been completed and properly reported or recorded as of thirty
25 (30) days before an applicable deadline. Should the employee seek to have a delay in
26 completing training excused for purposes of training posting calculations or "Posted"
27 occurrences, they must submit appropriate documentation to the Sheriff, which the Sheriff will
28 consider in the Sheriff's sole discretion. An employee who is "Posted" shall receive notification
29 of "Posting" along with the incidents of tardy completion of training for at least the preceding
30 two (2) years and a copy of this policy, with a copy going to the Union Steward. Posted
31 employees who continue to fail to complete training in a timely manner may be subject to
32 discipline up to and including discharge. Training Posting is an alternative, optional corrective

1 measure which may be used in addition and without prejudice to the regular disciplinary process.
2 It does not affect sick leave accrual under Article 8 of this Agreement.

3 4 **ARTICLE 26 - PROBATIONARY EMPLOYEES**

5
6 **Initial Probation:** Non-Law Enforcement Personnel will serve a probationary period of the
7 longer of one (1) year from the date of full-time hire or nine (9) months of full-time work after
8 successful completion of required MCJA Training.

9
10 During the probationary period, the employee may be disciplined or terminated by the Employer
11 without recourse to the grievance and arbitration procedure.

12
13 Probationary employees will be eligible for bereavement leave.

14
15 **Promotion:** In the case of promotion within the Sheriff's Department, a promoted employee
16 shall serve a probationary period of nine (9) months from the date of promotion, during which
17 time the employee may be demoted back to the employee's prior position in the corrections
18 bargaining unit without recourse to the grievance and arbitration procedure.

19
20 **Transfer:** In the case of a transfer within the Sheriff's Department, a transferred employee shall
21 serve a probationary period of nine (9) months from the date of transfer, during which time the
22 employee may be transferred back to the employee's prior position without recourse to the
23 grievance and arbitration procedure.

24 **ARTICLE 27 - MANAGEMENT RIGHTS**

25
26 The Union agrees that except as explicitly limited by specific provisions of this Agreement,
27 Management has all rights and authority to manage its operation and direct its work force in
28 accordance with its judgment. The Union further recognizes the right of Management to establish
29 rules and regulations so long as such rules and regulations are not inconsistent with the
30 provisions of this Agreement.

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

2

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

5 **ARTICLE 28 - NO STRIKE - NO LOCKOUT**

6

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

11

12

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

14

15 If any Article or Section of this contract or of any riders thereto should be held invalid by
16 operation of law, or by any tribunal of competent jurisdiction, or if compliance with or
17 enforcement of any Article or Sections should be restrained by such tribunal pending a final
18 determination as to its validity the remainder of this contract and of any rider thereof, or the
19 applications of such Article or Section to persons or circumstances other than those as to which it
20 has been held invalid or as to which compliance with or enforcement of has been restrained, shall
21 not be affected thereby.

22

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

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ARTICLE 30 - WAGES

Ranges and Rates: The Pay Ranges and Rates by classification, effective on the day of acceptance of this Agreement by the Parties, shall be adjusted by 2 % for January 2022 to; 3.5% for 2023 and 3.5% for 2024 as set forth below. Effective January, 2022 Step 8 added at 2% for those employees with 10 + years of service.

CORRECTIONS OFFICER

TRANSPORT OFFICER

TRAINING OFFICE

CORRECTIONS UTILITY CUSTODIAN

	1	2	3	4	5	6	7	8
Contract Year	DOH - 1 Yr	1 Yr - 2 Yr	2 Yr - 3 Yr	3 Yr - 4 Yr	4 Yr - 5 Yr	5 Yr - 6 Yr	6 Yr - 10 Yr	10 Yr +
2022	\$ 20.25	\$ 21.00	\$ 21.76	\$ 22.54	\$ 23.26	\$ 24.04	\$ 24.80	\$ 25.29
2023	\$ 20.95	\$ 21.73	\$ 22.53	\$ 23.32	\$ 24.07	\$ 24.88	\$ 25.66	\$ 26.18
2024	\$ 21.69	\$ 22.49	\$ 23.31	\$ 24.14	\$ 24.91	\$ 25.76	\$ 26.56	\$ 27.09

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

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

Retention stipend of \$500 will be paid on December 30, 2022 to those Corrections Officers who are actively employed as of December 30, 2022 as a Corrections Officer. Those Corrections

1 Officers who are eligible to receive recruitment stipend are not eligible for the retention stipend.
 2 Stipend will be calculated into base wages.

3
 4

CLERICAL INTAKE SPECIALIST II

	1	2	3	4	5	6	7	8
Contract Year	DOH - 1 Yr	1 Yr - 2 Yr	2 Yr - 3 Yr	3 Yr - 4 Yr	4 Yr - 5 Yr	5 Yr - 6 Yr	6 Yr - 10 Yr	10 Yr +
2022	\$18.17	\$18.84	\$19.56	\$20.15	\$20.75	\$21.37	\$22.01	\$23.36
2023	\$18.80	\$19.50	\$20.25	\$20.85	\$21.47	\$22.12	\$22.78	\$24.18
2024	\$19.46	\$20.18	\$20.96	\$21.58	\$22.22	\$22.89	\$23.58	\$25.02

5
 6

COOK

	1	2	3	4	5	6	7	8
Contract Year	DOH - 1 Yr	1 Yr - 2 Yr	2 Yr - 3 Yr	3 Yr - 4 Yr	4 Yr - 5 Yr	5 Yr - 6 Yr	6 Yr - 10 Yr	10 Yr +
2022	\$16.91	\$17.44	\$17.92	\$18.44	\$18.94	\$19.45	\$19.96	\$20.36
2023	\$17.50	\$18.05	\$18.55	\$19.09	\$19.60	\$20.13	\$20.66	\$21.07
2024	\$18.12	\$18.68	\$19.20	\$19.76	\$20.29	\$20.84	\$21.38	\$21.81

7

8 Cooks who possess corrections certifications from the Maine Criminal Justice Academy shall be
 9 paid on the Corrections Officer/Transport Officer pay scale.

10

11 Effective as of signing of contract a shift differential of twenty-five cents (\$.25) per hour for
 12 Corrections Officers whose primary assignment is a night shift.

13

14

15 **Promotion and Demotion:** A promotion shall be defined as being employed in a job that is in a
 16 higher pay range than the previous job. When an employee is promoted he/she will be placed in
 17 the intermediate step of the new range that gives at least a five (5) percent increase, and will
 18 remain in that range for twelve (12) months from the date of promotion. In no case will the
 19 employee be paid above his/ her appropriate job rate.

20

21 A demotion shall be defined as being employed in a job that is in a lower pay range than the
 22 previous job. When an employee is demoted he/she will be placed in the pay range and step

1 applicable to the new classification. In no case will the employee be paid above his/ her
2 appropriate job rate.

3

4 **Retroactivity:** If this Agreement is ratified as presented, the employer agrees as follows: For
5 purposes of this Contract only, the County agrees to pay those employees employed on the date
6 of acceptance of this Agreement by the Parties the wage rates listed above, retroactive to January
7 1, 2022.

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

9

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

15

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

17

18 **Term of Agreement:** The term of this Agreement shall be effective upon signing through
19 December 31, 2024, unless otherwise noted in this contract or by side bar agreement.

20

21 **Termination:** This Agreement shall remain in full force and in effect until December 31, 2024.
22 It shall be automatically renewed from year to year there-after unless either party shall notify the
23 other in writing at least one hundred twenty (120) days prior to the anniversary date that it
24 desires to modify this Agreement. In the event that such notice is given, negotiations shall begin
25 not later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full
26 force and be effective during the period of negotiations or until notice of the termination of this
27 Agreement is provided to either party in the manner set forth below.

28

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

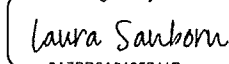
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SIGNATURES

IN WITNESS of their Agreement, the parties have set their signatures below this 8th day of March, 2022.

FOR PENOBSBOT COUNTY

FOR AFSCME COUNCIL NO. 93

DocuSigned by:

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Laura Sanborn, Chair
Commissioner

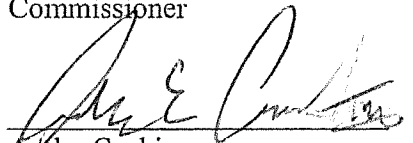
John Nuttall
Staff Representative





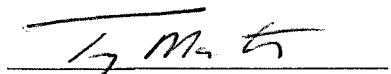
Peter Baldacci,
Commissioner

Eric Tripp
Unit Representative



Andre Cushing,
Commissioner

Unit Representative



Troy Morton,
Sheriff

Unit Representative

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APPENDIX A

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

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

Membership Rejection Statement

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

Fee Schedule as of July 2017*:

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