

**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 SUPERVISORY BARGAINING  
UNIT**

**LOCAL 1828-13**

**EXPIRES DECEMBER 31, 2023**

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## ARTICLE 1- PREAMBLE

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

1. Pursuant to the provisions of the Municipal Public Employees Labor Relations Law, the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale, and to promote effective and efficient operations.
2. The parties hereby mutually agree that no County employee will be discriminated against on the basis of his or her membership, participation, or non-participation in the activities of the Union.
3. The County agrees to continue its established policy against all forms of illegal discrimination, including, a) discrimination with regard to race, color, creed, national origin, sex, marital status, age, sexual orientation, religion, whistleblower status, and/or physical or mental disability unless based upon a bona fide occupational qualification; and, b) intimidation or harassment on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation, religion, whistleblower status, and/or physical or mental disability. The County will offer reasonable accommodation to qualified individuals with disabilities. The Union agrees to support this policy.

The Union agrees to continue its policy to admit all members to membership and to represent all members without regard to race, color, creed, national origin, sex, marital status, age, sexual orientation, religion, whistleblower status, and/or physical or mental disability.

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

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

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

## **ARTICLE 2 – RECOGNITION**

The Bargaining Unit governed by this Agreement is a Supervisory Bargaining Unit established by a voluntary recognition signed by both parties on October 19, 2009 and forwarded to the Maine Labor Relations Board.

Furthermore, the parties have agreed to include in this Bargaining Unit, the positions of Corrections Corporal, Classification Corporal, Program Corporal, Intake Corporal, Transport Sergeant, Corrections Sergeant, Support Services Sergeant, Program Sergeant, and Correctional Cook Supervisor.

The employer recognizes the Union as the sole and exclusive bargaining agent for all regular full time county employees in the unit for purposes of negotiating salaries, wages, hours of work and all other working conditions for the said employees within the bargaining unit.

## **ARTICLE 3 - CHECK-OFF**

The Employer agrees to deduct the Union regular monthly dues and benefit premiums from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Union and the Employer will forward all such collections to the Secretary-Treasurer of the Union on a monthly basis.

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

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

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

#### **ARTICLE 4 - UNION SECURITY**

Each employee who does not join the Union within thirty (30) days of the signing of this Agreement or not later than thirty (30) days after the completion of his/her probationary period, whichever occurs later, may be required by the Union to pay to the Union a representation fee. It shall be the Union's responsibility to determine the representation fee to be paid by non-members and the Union shall indemnify the Employer against any and all claims, suits or other liability regarding the determination, collection or enforcement of these representation fees, including attorney's fees and costs.

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

The Employer agrees to deduct from the wages of any employee who is a member of the Union's PEOPLE, the amount of the deduction as provided for in the authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving a written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by remittance.

## ARTICLE 5 - HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence 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/she shall be paid one and one-half (1½) times his/her regular rate of pay for hours actually worked plus eight (8) hours holiday pay. If the holidays occur on an employee's scheduled day off or on a vacation day, he/she 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 25<sup>th</sup> (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 his/her last scheduled workday prior to the holiday and his/her first regularly scheduled workday after the holiday.

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

Snow Days: In the event that the Commissioners declare a snow day or other weather related emergency and release non-essential employees from work for the day or any portion thereof with pay, those essential employees who are not so released shall have no claim for any compensatory time or any enhanced pay for that day.

## ARTICLE 6 - SENIORITY

Seniority means an employee's length of continuous full time service with the Employer since his/her last date of full-time hire. Each year the Employer shall post on all bulletin boards a seniority list showing the continuous full time service of each employee. A copy of the seniority list shall be furnished to the elected unit chair and AFSCME office when it is posted. Seniority, as it relates to experience for a given bargaining unit position, shall be a factor considered by the Employer as to hiring, promotions or transfers.

Seniority as it relates to posted supervisory shift openings on the schedule shall be determined on the employee's length of continuous full time service in the supervisory unit. An employee who bumps into the line unit due to a reduction in force shall not be considered as having a break in service and he/she shall retain continuous seniority in the supervisory unit. If two employees with equal time in the supervisory unit sign up for a shift then the senior employee shall be given the shift.

**Temporary Assignments.** In the case of a vacant position created by separation of employment from the County, the Sheriff shall have the right to make a temporary assignment. This assignment shall not last for more than ninety (90) days beyond the date when the assignment actually begins. When the Sheriff begins the temporary assignment, he shall notify the Unit Chair of the beginning date and the date upon which the ninety (90) days would expire. After ninety (90) days, the position must be posted, or a decision made not to fill the position, unless the reason for the temporary assignment relates to someone on a medical leave or relates to an issue which is subject to the grievance procedure of this Agreement. In either event the temporary assignment may continue until the medical leave terminates or until such time as the grievance is finally resolved.



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

**Layoffs.** In cases of layoffs, the least senior employee within a classification (See Article 31 for classifications) shall be laid off or may bump a more junior employee provided the bumping employee is qualified and credentialed in a classification the affected employee has previously held. The County shall give employees about to be laid off a fourteen (14) calendar day notice of such lay off. Any employee laid off shall have recall rights to any vacant positions in their classification for a period of one (1) year. No new employee shall be hired into the unit and no new employee promoted into the unit from another bargaining unit until all employees who were displaced by layoff or are on lay off status have been recalled. Employees on lay off status are responsible for notifying the County of any change in address in writing by registered mail. Recall will be by registered mail; employee must respond within two weeks of receipt of notice, or lose all recall rights.

**Position Vacancies.** When the Sheriff decides to fill a vacant position, notice of the vacancy shall be posted on the bulletin boards for a period of seven- (7) calendar days and the Sheriff may simultaneously advertise outside for qualified candidates. During this period, any employee meeting the minimum qualifications may apply for the posted position. The Sheriff shall utilize a process that involves a candidate oral board(s), tests for certain positions described below, and background investigation prior to making any promotional decision. Tests shall be given for the following positions: (a) Corrections Corporal; (b) Corrections Sergeant; (c) Program Corporal; (d) Program Sergeant. The background investigation shall consist of, at a minimum, a review of the candidate's personnel file, performance evaluations, job performance, employment references, training and qualifications for the job, and overall performance with the agency. The Sheriff shall make decisions based upon the totality of the above information. If the ability, qualifications, and past job performance of applicants for a position are equal, the Sheriff shall then select the applicant who has the greatest seniority with the Penobscot County Sheriff's Office.

## ARTICLE 7 - VACATIONS

Full-time employees are entitled to two (2) weeks vacation after the completion of one (1) year of service. An employee may take one (1) week of the entitled vacation after the completion of nine (9) months of service from last date of full-time hire provided, in the opinion of the department head, it will not cause a hardship on the Department. Vacations may be accumulated to a maximum of four (4) weeks. After the completion of six (6) years of service, an employee is entitled to three (3) weeks vacation, accumulated up to five (5) weeks. After the completion of fifteen (15) years of service, an employee is entitled to four (4) weeks vacation, accumulated up to six (6) weeks. After the completion of twenty (20) years of service, an employee is entitled to five (5) weeks vacation, accumulated up to seven (7) weeks. Accumulated vacation pay will be paid to the employee upon retirement or termination or to the beneficiary upon death.

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

Employees will have the opportunity in December of each year of the contract to sign up for those weeks during the coming year in which they wish to take vacation time. Vacations, where possible, shall be granted for the time requested by the employee. When granting vacation requests the employee with the greatest seniority shall be given their choice of vacation, except that employees who request vacation in weekly increments may be given preference over employees who request vacation in daily increments. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, (non-relief of a position shall be a factor considered when granting request), the employee with the greatest seniority shall be given his/her choice of vacation whenever possible.

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

Any request for or change in vacation times after the initial sign-up period shall be acted upon at the discretion of the Sheriff or designee. Such requests must be submitted in writing (emergency leave may be verbal) prior to the vacation time requested in order to be considered by the Sheriff or designee. The Sheriff or designee shall respond to the request within two (2) weeks of the request being submitted. Approved vacation leave shall be utilized at straight rate (i.e. eight (8) hours approved vacation shall be deducted as eight (8) hours vacation utilized). Unauthorized leave shall be deducted as vacation leave at one and one-half times the actual time taken (i.e. eight (8) hours unauthorized leave shall be deducted as twelve (12) hours vacation utilized).

An additional slot for vacation shall be made available to corrections supervisors, increasing the daily limit by one. Vacation requests for this additional slot must be submitted at least thirty-(30) days prior to the requested vacation time. Any request for such vacation shall be acted upon at the discretion of the Sheriff or designee. The Sheriff or designee shall respond to the request within two (2) weeks of the request being submitted. In the case where an employee has elected to take his vacation in daily increments each week for an extended period of time, i.e. the summer months, and the number of employees on vacation must be limited, any employee who requests a full week or more of vacation time shall have priority no matter what his or her seniority. Nothing contained herein shall prevent the Sheriff or his designee from altering, amending, or denying vacation requests when staffing requirements so warrant.

Employees on paid leave shall continue to accrue vacation leave benefits. Employees on unpaid leave, except those on Military Leave, shall not be entitled to the accrual of vacation leave benefits for the duration of such unpaid leave. Employees on intermittent unpaid leave, and who work an average of one-half (1/2) of their normal work hours in a calendar month shall be entitled to the accrual of vacation leave benefits for that calendar month.

Employees may donate up to two weeks of accrued vacation or sick time annually to full-time employees who have exhausted all sick and vacation leave. Such donated time may be used only for medical emergencies and must be approved by the Department Head. Such donated time will be applied on a day-for- day basis, a day donated is a day used. The recipient of such donated time

does not accrue vacation or sick leave. The recipient may continue their health insurance benefit by continuing to pay their portion of the weekly premium through payroll deduction.

## **ARTICLE 8 - SICK LEAVE**

Employees shall accrue ten (10) days of sick leave per year. Employees shall start to accrue sick leave from their date of full-time hire. Employees will accrue and may use paid sick leave upon hire. Any accumulation over ninety- (90) days shall be placed in a sick leave bank, which can be used by the employee for any long-term illness. Any such time shall not be calculated for pay at time of separation. At the time of separation in good standing from the County, those employees with fifteen- (15) or more consecutive years of service with the County shall be paid one-half (1/2) of their accumulated non-bank sick leave not to exceed thirty- (30) days and up to fifteen (15) days of their accumulated bank sick leave paid at their current rate of pay as of the date of separation. At the time of separation in good standing from the County, those employees with twenty years (20) or more consecutive years of service with the County shall be paid one-half (1/2) of their accumulated non-bank sick leave not to exceed thirty-seven and one-half days (37.5) and up to seventeen and one-half (17.5) days of their accumulated bank sick leave paid at their current rate of pay as of the date of separation. At the time of separation in good standing from the County, those employees with twenty-five- (25) or more consecutive years of service with the County shall be paid one-half (1/2) of their accumulated non-bank sick leave not to exceed forty-five- (45) days and up to twenty (20) days of their accumulated bank sick leave paid at their current rate of pay as of the date of separation.

For the purpose of accruing sick leave, a day is equal to the number of hours listed in Article 14: Hours of Work divided by five for the position that the employee holds. Employees will accrue each month one twelfth (1/12) of their annual sick leave allotment.

Employees who are absent due to personal illness/injury and who do not have accumulated sick leave shall be required to utilize accrued vacation leave. The employee will utilize accumulated vacation leave benefit at straight rate to cover the absence.

Those employees who do not use sick leave (excluding the use of sick leave for verified doctor's appointment) in a calendar month shall be awarded two (2) hours incentive time to be converted to vacation leave for that calendar month. Such time will be applied on the first pay period of the following month. Those employees who do not use sick leave (excluding the use of sick leave for verified doctor's appointment) during a calendar year shall be awarded an additional eight (8) incentive hours to be converted to vacation leave.

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

**Fitness for Duty**: If the Sheriff or any member of his/her administration has reason to believe that an employee is not fit for duty, the Sheriff or his designee may require that the employee submit to any medical or psychological examination or test requested. The cost of such examination or test shall be borne by the County. However, the County shall not be responsible for the costs of any treatment prescribed for the employee and it is the employee's responsibility to seek treatment, when appropriate, to become fit for duty and to obtain the necessary clearances, medical psychological or otherwise, to return to duty. Upon receiving the appropriate clearance from the employee to return to duty, the Sheriff may require a second opinion to concur and the costs of such second opinion shall be borne by the County. If the second opinion concurs with the clearance for the employee to return to duty, the employee shall be reimbursed for the work time difference between the original date of return and the second opinion clearance date. Any time between the date the treatment provider issues clearance for return to duty and the Employer's receipt of the clearance shall be deducted from the time difference considered for payment. The employee is not prohibited from submitting the costs of such treatment to the County's health or worker's compensation insurers if appropriate.

**Return to Work**: Employees who have an absence due to a non-work related illness or injury for which they are absent five or more consecutive days will be required to provide the Medical

Information Form completed by their treatment provider indicating fitness to perform their duties. In some cases, the Sheriff or his designee may require the Medical Information Form for absences of less than five consecutive days. This provision will only be used for a bona fide reason and shall not be arbitrarily utilized. The Medical Information Form shall be attached as Schedule C to this Collective Bargaining Agreement.

#### Article 8-A - Earned Paid Leave

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

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

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

B. Use of leave.

1. An employee may not use leave before the employee has been employed by Penobscot County

for 120 calendar days.

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

3. Notice

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

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

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

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

## ARTICLE 9 - LEAVE OF ABSENCE

**Family Medical Leave Act:** The parties agree that the provisions of the Family Medical Leave Act shall apply to all members of this Collective Bargaining Agreement. The twelve (12) weeks of Family Medical Leave shall be in accordance with County Policy. Any serious health condition that falls under the regulation of the Family Medical Leave Act (FMLA) Human Resources will confidentially handle and manage all records related to the FMLA and provide communication to the Sheriff of the employee's need to be absent and status of the leave. Human Resources may

require periodic updates from the employee to support continued absences or to manage the return to work process. Any request over and above the Family Medical Leave Act shall be in accordance with the next paragraph.

**Medical, Maternity and Paternity:** Requests for medical leaves of absence without pay, or for maternity or paternity leave without pay, or for leave on a reduced schedule basis, shall be submitted in writing by the employee to the Sheriff or his designee with proof from the employee's physician that said leave or said reduced schedule basis is necessary. The granting or denial of such request shall be done on a case by case basis with the Sheriff or his designee considering operational requirements, the expected length of the leave of absence shall be within the discretion of the Sheriff or his designee. Before returning to work from a medical leave of absence, or from reduced schedule basis, an employee must submit a medical clearance from his/her treating physician indicating that the employee can perform the duties consistent with his/her functional job description.

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

**Military Leave:** The parties agree that they will comply with the Uniform Services Employment and Reemployment Rights Act and applicable Maine statutes as to military leave.

**Bereavement:** In the event of a death in the immediate family of an employee, the employee shall be granted a leave of absence with pay. Such leave shall not exceed five scheduled (5) days. In the event of a death in the extended family of an employee, the employee shall be granted a leave of absence with pay. Such leave shall not exceed three scheduled (3) days. Such leave must be requested within twenty-four (24) hours of the employee's notice of the occurrence of the death. An employee may request that one (1) of the authorized bereavement scheduled days be reserved for a subsequent service or interment. The Sheriff or Jail Administrator shall have the discretion to award an employee from one (1) to three (3) scheduled days leave of absence with pay for the death of an individual who is not an immediate or extended family member but who had a family-like



relationship with the employee because the person stood in place of a parent for the employee, or because of a domestic partnership with the employee or with an immediate family member.

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

**Paid Parental Leave:** The County offers Paid Parental Leave to qualifying employees for the addition of a new family member during the important period immediately following the birth or adoption of a child. The County will provide one week of 100% paid parental leave to the eligible employee to be used within the first 12 weeks of the birth or placement for adoption of his or her child. The leave is available only in a full block of a week, and cannot be used on an intermittent basis. The amount of the benefit will be determined based on the employee's regular rate of pay. The payment will be made based on the employee's regular payroll dates. The requesting employee is responsible for submitting a request to HR. The leave should be requested as soon as the date is known and with as much notice as possible. This leave is in addition to other forms of leave detailed in the handbook; an employee is not required to use Earned Paid Leave for this leave period.

## **ARTICLE 10 - WORKERS' COMPENSATION**

Employees may utilize any available accrued vacation or sick time for days not paid by the County on a medical leave based on a work-related injury. For non-controverted claims, the County will pay for days one through fourteen of a medical leave based on a work-related injury. The employee may have that portion of the accrued vacation or sick time reinstated by reimbursing the County from a Workers compensation award on a day for day basis and must turn over to the County that portion of the Workers compensation award made for days one through fourteen.

Sick and vacation days utilized for this purpose will not be counted in calculating incentive days therefore the employee will be eligible for monthly and annual incentive days, earned pursuant to

Article 8: Sick Leave. Employees not utilizing sick or vacation days while out on Workers Compensation will also be eligible for monthly and annual incentive days earned pursuant to Article 8: Sick Leave.

If the employee receives Workers Compensation covering days one through seven, the employee must reimburse the County one week of the Workers Compensation benefit.

## **ARTICLE 11 - DISCIPLINE AND DISCHARGE**

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

Oral Reprimand (Documented)

Written Reprimand

Suspension

Corrective Probation

Demotion

Discharge

Discipline shall only be administered for just cause.

During any meeting with the Sheriff and/or his designee(s), or any supervisor and should it become apparent that the purpose is to either investigate for a possible disciplinary offense or to discipline the employee, then the employee may terminate the meeting until such time as Union representation can be obtained.

Nothing in this contract shall prevent the Sheriff and/or his designee(s) from calling an employee in for counseling purposes as deemed necessary by the Sheriff and/or his designee(s). Such counseling shall not be considered disciplinary action, but written documentation of the counseling session may be placed in the employee's file.

Documentation of counseling and/or discipline shall be maintained in the employee's personnel file. Provided no further counseling or discipline has been taken regarding the employee, previous

counseling or discipline may be a factor in determining discipline and may only be used for the purpose of discipline within the following time frames:

Oral Reprimand: One Year

Counseling: One Year

Written Reprimand: Three Years

Suspension: Five Years

Corrective Probation: Five Years

Demotion: Five Years

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

The Sheriff or his designee may place an employee on administrative leave with pay for purposes of conducting an administrative investigation or if the employee is the subject of a criminal investigation. When an employee becomes the subject of an internal affairs investigation, they shall be notified in writing of such investigation, unless such notification would interfere with or compromise an ongoing investigation. In the event of a criminal investigation, such paid leave shall end if the employee is charged with a crime by any law enforcement agency or after sixty (60) days whichever is sooner. If criminal charges are pending against an employee, the unpaid administrative leave may extend until such time as the charges are finally resolved. Only if the employee is acquitted or similarly absolved from guilt on all charges (unless acquittal or absolution is the result of a procedural or technical issue such as an invalid search or confession) and if the employee is returned to work, the employee shall be paid regular base wages for that time spent on leave.

When conducting an investigation, it may be an option to temporarily transfer an employee to another shift or assignment. The Sheriff/designee, AFSCME Council 93, and the affected employee must agree to the temporary transfer. This action must be taken in a way that would have the least negative impact on all parties. Such cases shall be by written agreement, which shall describe the assignment and duration, and shall be signed by all involved parties. If no mutual agreement can be reached, the parties shall follow the applicable language in Article 11.

A demotion shall be defined as being employed in a job that is in a lower pay range than the previous job. When an employee is demoted (whether voluntary or involuntary), he/she may be placed in a position in the Corrections bargaining unit and retain all seniority in the bump back as if there was no break in service.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

A grievance is a Complaint that the Employer has violated this Agreement. Grievances shall be resolved as follows:

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

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

**Step Two:** If the grievance remains unadjusted after Step One, it may be presented by the Union Steward, Union representative or Grievance Committee to the County Commissioners, in writing, within ten (10) business days after the response of the immediate supervisor is due. The Commissioners shall act in accordance with 30-A M.R.S.A. 5501 or the appropriate statute at the

time of presentation of the grievance to them, within fifteen (15) business days. The County Commissioners and the Union's Business Agent shall schedule a Step Two meeting to be held between the parties on the second Tuesday of each month. The County Commissioners shall respond in writing to the Union representative within fifteen ( 15) business days from the date of the Step 2 hearing. By written mutual agreement between the Union and the County Commissioners, the time for the filing of the grievance or the response of the County Commissioners may be extended.

**Step Three:** If the grievance is still unsettled, the Union or Management may, within fifteen (15) business days after the decision of the Commissioners is due, by written notice to the other, request arbitration. The arbitration proceedings will be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) business days after the notice has been given. If the parties fail to select an arbitrator, the State Board of Arbitration and Conciliation may be requested within thirty (30) days by either or both parties to serve as arbitrators on the grievance. The decision of the arbitrator shall be final and binding so long as not in conflict with Maine statutes and the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument. Expenses for the arbitrator services in the proceedings shall be borne equally by the Employer 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 such a record to be made and the requesting party shall be responsible for the cost of such preparation.

A "business day" shall mean any day, Monday through Friday, excluding holidays, recognized in this Agreement. The time limits for filing grievances at each step are mandatory and the failure to comply therewith at any step of the process shall result in a loss of the right to pursue the grievance.

The purpose of the grievance procedure shall be to settle employee grievances at the lowest administrative level possible and to ensure efficiency in maintaining morale.

Employees selected by the Union to act as Union representatives shall be known as "Stewards." The names of the employees selected as Stewards and the names of other Union representatives

who may represent employees shall be certified in writing to the Employer by the Union and the individuals so certified shall constitute the Union Grievance Committee.

One Grievance Committee member may investigate and process grievances during business hours without loss of pay, provided such actions do not interfere with the employee’s ability to perform his/her job, does not interfere with the operation of the Sheriff’s Department and/or such investigation or processing must be completed within a reasonable time.

### **ARTICLE 13 - INSURANCE AND RETIREMENT**

**Health Insurance.** The Employer may change health insurance carriers or program without first having to bargain with the Union so long as the coverage of the new health insurance program would be comparable to the existing program. The Employer shall communicate its intention to do so and provide pertinent information to the employees through the Healthcare Advisory Committee. The Unit agrees to appoint two (2) of its members to said Committee and to insure that at least one (1) such member attends meetings of this Committee. Union representatives shall be allowed to attend meetings, provided seven (7) days advance written notice is given to the Sheriff and such attendance does not interfere with the operations of the Department, unless waived by both parties. The Committee should meet monthly. If available through the insurance carrier, coverage for domestic partners shall be made available.

**Effective January 1, 2021, individuals shall contribute towards the cost of the health insurance plan as follows:**

Employee Contribution	Employee Share	Employee Share	
	Hired on or before 12/31/2008 – 2021, 2022, 2023	Hired on or after 1/1/2009 – 2021 Rate	Hired on or after 1/1/2009 – 2022, 2023 Rate
Single	5.90%	10.5%	9%
Emp/Sp	18.40%	20.5%	19%
Emp/Child	17.80%	20.5%	19%
Family	18.00%	20.5%	19%

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

The County Agrees to increase the Health Reimbursement Account (HRA) 60% of the deductible.

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

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

The County will pay ½ of the individual premium for health insurance for employees who retire from County employment after 24 years of service. The County will pay ¾ of the individual premium for health insurance for employees who retire from County employment after 30 years of service.

CASH IN LIEU—Employees who can provide proof of another employer’s ACA compliant health insurance and elect not to be covered under the County’s Health Insurance plan, shall receive a sum of \$ 250 per month before taxes. This does not prevent the employee from re-enrolling in the plan at a later date due to a life changing event.

**Retirement - Maine Public Employees Retirement System:** The Employer shall offer the option to employees to participate in the Maine Public Employees Retirement System (“Maine PERS”) under the options selected and in effect as of January 1, 1988.

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 Maine PERS, the Employer to pay any premium exceeding fifteen cents (15¢) per One Thousand Dollars (\$1,000.00) per week, the remainder to be paid for by the employee. 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.

**Deferred Compensation Program:** The Employer shall offer as an option effective January 1, 1991, a deferred Compensation program administered through VOYA. Employees may elect to

participate in either the Maine PERS plan described in Section 2 or in this deferred compensation plan. Employees may also elect to participate in neither.

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 after they complete nine months of employment. Employees can contribute to the plan on all compensated hours from date of hire.

**Dual Participation:** If an employee participates in the Maine PERS option and wishes to participate in the Deferred Compensation Program, he/she may do so, but only at his/her 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 all classifications. If an employee is required by Management to work during their lunch break, the employee shall be paid for the time-spent working.

**Corrections Sergeants** (shift supervisors) 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) and/or one half (1/2) hour per scheduled shift for a briefing period. One quarter (1/4) or one half (1/2) hour will be paid only if in attendance at shift briefing.

**All other Corrections Division Sergeants** will work a forty two (42) hour workweek.

**Support Services Sergeant** will work a forty-two (42) hour workweek .



**Corrections Corporals** (assistant shift supervisors) 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.

**All other Corrections Division Corporals** will work a forty two (42) hour workweek.

**Transport Sergeant** will work a forty-two (42) hour workweek.

**Correctional Cook Supervisor** will work a forty (40) hour non-standard workweek.

**Workweek Schedules:** By agreement of both parties, basic departmental workweek schedules may be renegotiated during the term of this contract. A basic departmental workweek schedule shall be defined as either forty (40) hours or forty-two (42) hours based upon eight (8) and/or twelve (12) hour day or any combination thereof. Any changes will be posted and all employees affected by such change will be notified in writing at least fourteen (14) days before the effective date of the change of schedules, excepting those situations where a change in the workweek schedule is necessitated by an emergency.

## **ARTICLE 15 - OVERTIME AND COMPENSATORY TIME**

Overtime shall be considered time and one-half the employee's regular hourly rate of pay and shall be paid as required by law for work performed in excess of those hourly workweeks listed in this contract. Those employees whose workweek hours are averaged shall be paid overtime for any work performed in excess of regularly scheduled hours. Any such overtime work must be approved in advance by the Sheriff or his designee. By mutual agreement between the Sheriff and the employee, the employee may request compensatory time (Comp Time) in lieu of overtime and based on the same rate as overtime. If requested and approved, Comp Time shall be used within thirty (30) days of the time earned, unless the Sheriff approved otherwise, but in no case may Comp Time be taken more than sixty (60) days after earned. If said sixty (60) days expire and Comp Time

remains unused, the employee will be paid for the overtime worked. In no case shall Comp Time be accumulated.

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

## **ARTICLE 16 - COURT TIME**

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

## **ARTICLE 17 - EXTRA WORK**

### **Definitions:**

**Outside Extra:** An outside extra 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 reimbursed by the third party. Contractual extras are not considered outside extras.

**Inside Extra:** An inside extra 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.

**Inside Extras:** For inside extras, (Corrections Division) including that which is scheduled or which is caused by unscheduled absences after the first forty-eight (48) hours following notice of the absence, the Sheriff or his designee may call any qualified employee including part-time employees to perform the work. Those employees so qualified and desiring to be considered for inside extras shall be listed. The Union shall provide the listing to the Jail Administrator and update the listing

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

If qualified, employees in the bargaining unit can request to be placed on the following overtime lists. The Sheriff or his designee may create two overtime lists. The first list is the Full-Time Overtime Rotation List and is made up of employees from the Supervisor and the Line Units wishing to be considered for extra work. The second list is the Reserve and Part-Time Overtime Rotation List and is for reserve and part-time law enforcement employees wishing to be considered for such work. As to the Reserve and Part-Time Overtime Rotation List, the Sheriff has the discretion to determine who may sign up to be on this list.

For inside extras which are scheduled (at least 48 hours notice), the Sheriff or his designee, consistent with current practice, will call employees on either Overtime Rotation List until the extra is filled. The Sheriff or his designee may utilize the alpha-numeric pager to notify employees of such extra work.

For inside and outside unscheduled extras (less than 48 hours notice), the Sheriff or his designee will, consistent with current practice, first offer the work to the on-duty crew. If the unscheduled extra remains unfilled, the Sheriff or his designee will call employees on the Full-Time Overtime Rotation List until the extra is filled. Prior to force-out, the Sheriff or his designee may then call employees on the Reserve and Part-Time Overtime Rotation List.

**Outside Extras:** The Employer shall pay any employee working **Public Outside Extra** eighty-five dollars (\$85) for up to two (2) hours worked plus one and one half (1 ½) their regular hourly rate for all hours worked thereafter. **Private Outside Extra** one hundred dollars (\$100) for up to two (2) hours worked plus one and one half (1 ½) their regular hourly rate for all hours worked thereafter.

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

**Force-Outs:** Force outs will be managed according to work rules.

**Transports:** For the transporting of prisoners in-state, extra work may be offered by the Sheriff or his designee first to part-time employees, and then to those employees so qualified and desiring to be considered for transports as listed. The Union shall provide the listing. The Sheriff or his designee shall call three (3) individuals on the rotating list on each occasion in seeking to find an employee willing to undertake the specific overtime work available. If the Sheriff or his designee makes three (3) such calls and is unable to obtain an employee to do said work, the Sheriff or his designee may call any qualified employee.

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.

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.

**Call-Out Pay:** Support Services Sergeants who are off-duty and are called out to perform unscheduled work on behalf of the County shall receive pay for two and one-half (2 ½ ) hours plus hours actually worked for the first call-out. For subsequent call-outs, the employee shall receive pay for hours actually worked during the call-out. Hours actually worked commences once the Sergeant arrives for duty. All hours paid for call-outs shall be considered hours worked for the purpose of calculating over-time.

## **ARTICLE 18 - UNIFORMS**

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

The Employer will provide five (5) sets of uniforms for the Cooks and four (4) sets of uniforms for the Program's employees and Transport Division employees. The Employer agrees to supply any other uniform items or equipment required of the employees by the Employer, excepting weapons for Corrections, and underwear, socks, belts, etc. The Employer 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 and ten dollars (\$110) per year for said pre-approved footwear.

Corrections

3 pr pants

3 short sleeve shirts

Footwear

All-Season Jacket

Baseball Hat

Nylon Duty Belt & Accs.

Patches or insignia

## **ARTICLE 19 - UNION BULLETIN BOARDS**

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

The Employer agrees to allow a Union activity link on the Department Pass-On program for the purpose of posting Union information. No material demeaning to the Employer, political in nature

or advocating an illegal activity may be posted. Posting/editing information will be limited to Union Officers. The Employer reserves the right to delete any posting not consistent with this Article.

## **ARTICLE 20 - UNION ACTIVITIES**

The Employer agrees that during working hours, and without loss of pay, up to two (2) Union representatives shall be allowed to attend negotiating sessions, provided seven (7) days advance written notice is given to the Sheriff and such attendance does not interfere with the operations of the Department, unless waived by both parties.

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

Duly authorized representatives of Council 93, shall be permitted access into work areas for the purpose of transacting business within the scope of representation. Such activities will not interfere with the performance of employee(s) duties or violate the County's security policies.

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

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

## **ARTICLE 21 - WORK RULES**

Such rules shall not contradict the terms of the Agreement. The Employer shall post any new work rule or modification of any existing work rule at least seven (7) work days, Monday through Friday, before it becomes effective, unless unable to do so because of an emergency. A copy of all existing

work rules and any changes shall be made available to all employees affected by the change. The Unit Chair will be notified electronically that a policy change has been made.

The Employer shall maintain an intra-net web site. All policies and work rules will be maintained on this site. Employees shall be able to print copies of current policies and labor contracts as needed.

## ARTICLE 22 - DEFINITIONS

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

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

**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, son-in-law, daughter-in-law, grandparents-in-law, brother-in-law, and sister-in-law.

## ARTICLE 23 - REIMBURSABLE EXPENSES

When an employee uses his/her 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, contacts or watch is damaged in the line of duty, the County will repair or replace the damaged eyeglasses or contacts 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).

## **ARTICLE 25 - TRAINING**

Whenever possible, all employees will be given written notice of any change in an employee's regularly scheduled workweek caused by training at least fourteen (14) days prior to the effective date. Any and all required training sessions and schools conducted outside the department and attended by members of the unit will be done so with the Employer paying for such time at the employee's regular non-overtime rate of pay. However, should the time spent in actual training or school participation exceed the hours of the employee's regularly scheduled work week, the employee shall be paid one and one half (1 ½) times his/her regular rate of pay for such excess time. The employee shall receive a total of two (2) hours pay for all travel time, regardless of the actual travel time, for training attended beyond a thirty (30) mile radius of Bangor. The two (2) hours paid for travel time shall be considered hours worked for the purpose of calculating over-time.

All employees shall be paid for training conducted within the department in excess of their regularly scheduled workweek. Training time shall be considered hours worked for the purpose of calculating overtime wages. The Sheriff must approve all paid training.

## **ARTICLE 26 - RESERVED**

## **ARTICLE 27 - PROBATIONARY EMPLOYEES**

**Initial Probation:** Personnel will serve a probationary period of twelve (12) months from the date of full-time hire or two (2) months after successful completion of required MCJA Training, whichever is greater.

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



**Promotion:** In the case of promotion within the Sheriff's Department, a employee shall serve a probationary period of nine (9) months, during which time the employee may be demoted back to the employee's prior position in corrections.

**Transfer:** In the case of a transfer within the Sheriff's Department, a transferred employee shall serve a probationary period of nine (9) months, during which time the employee may be transferred back to the employee's prior position. In the case of a transfer to Law Enforcement, the term of probation shall be from the date of transfer until nine (9) months following the successful completion of MCJA Basic Law Enforcement School.

During any probationary period, due to promotion or transfer, the employee may be demoted by the Employer without recourse to the grievance and arbitration procedure.

## **ARTICLE 28 - MANAGEMENT RIGHTS**

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

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

## **ARTICLE 29 - NO STRIKE - NO LOCKOUT**

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

## **ARTICLE 30 - SEPARABILITY AND SAVINGS CLAUSE**

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

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

## **ARTICLE 31- WAGES**

### **Ranges and Rates:**

**Ranges and Rates:** The Pay Ranges and Rates by classification, effective January 1, 2021 shall be adjusted by 2% for 2021, 2 % for 2022 and 2.5 % for 2023 . January 1, 2023 an additional step with a (3.5%) increase for employees with 10 plus year of service .

CPL

	1	2	3	4	5	6	7	8	Annual Increase
	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	
1/1/21	22.47	23.18	23.96	24.70	25.43	26.19	26.95	xxxxx	2.00%
1/1/22	22.92	23.64	24.44	25.19	25.94	26.71	27.49	xxxxx	2.00%
1/1/23	23.49	24.23	25.05	25.82	26.59	27.38	28.18	29.16	2.50%

SGT

	1	2	3	4	5	6	7	8	Annual Increase
	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	
1/1/21	26.28	27.22	28.14	29.10	30.02	30.97	31.88	xxxxx	2.00%
1/1/22	26.81	27.76	28.70	29.68	30.62	31.59	32.52	xxxxx	2.00%
1/1/23	27.48	28.46	29.42	30.42	31.39	32.38	33.33	34.50	2.50%

Head Cook

	1	2	3	4	5	6	7	8	Annual Increase
	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	
1/1/21	26.28	27.22	28.14	29.10	30.02	30.97	31.88	xxxxx	2.00%
1/1/22	26.81	27.76	28.70	29.68	30.62	31.59	32.52	xxxxx	2.00%
1/1/23	27.48	28.46	29.42	30.42	31.39	32.38	33.33	34.50	2.50%

Effective January 1, 2021 a shift differential of twenty five Cents (\$.25) per hour for those Supervisors whose primary assignment is night shift.

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

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

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

**Personal Day:** Management agrees to provide each member of this unit with one personal day off per calendar year. In addition, each member of this unit may elect to convert an accumulated sick day to a personal day. If a sick day is converted, that day will not count as a sick days used. Each member must provide management with a notice one day before-said personal day. Permission may be granted or withheld at the discretion of management based upon department needs. Management will not be required to backfill this position and no other section of this agreement may alter or amend this paragraph. A personal day is defined as a person's regularly scheduled shift. A personal day must be taken in half day increments.

**Stipend:** All Corrections Supervisors who provide completion certificates from the National Institute of Corrections (NIC), which surpass the minimum mandatory training as directed by the County will receive a stipend as follows:

20 Class hours for the Year = \$ 200

40 Class hours for the Year = \$ 400

These class hours must be completed within the Calendar year and must be submitted before December 1<sup>st</sup> of each year. The stipend will be paid by the 3<sup>rd</sup> pay period in December.

## **ARTICLE 32 – LABOR /MANAGEMENT MEETINGS**

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

### ARTICLE 33 - TERM OF AGREEMENT AND TERMINATION


**Term of Agreement:** The term of this Agreement shall be effective upon signing through December 31, 2023 unless otherwise noted in this contract or by side bar agreement.


**Termination:** This Agreement shall remain in full force and effect until December 31, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the expiration date; this Agreement shall remain in full force and be effective during the period of negotiations or until notice of the termination of this Agreement is provided to the other party in the manner set forth below. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall be before the expiration date set forth in the preceding paragraph.


#### SIGNATURES

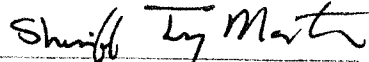
IN WITNESS of their Agreement, the parties have set their signatures below this 11<sup>th</sup> day of May, 2021

FOR PENOBSCOT COUNTY


  
Peter Baldacci, Chair  
Commissioner


  
Laura Sanborn  
Commissioner

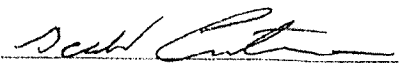
  
Andre Cushing, III,  
Commissioner

  
Troy Morton, Sheriff

FOR ADESCME COUNCIL NO. 93

  
Sylvia Hebert,  
Staff Representative

  
John Nuttall, Team Member

  
Gerald Carstensen, Team Member