

COLLECTIVE BARGAINING AGREEMENT

COUNTY OF PENOBSCOT

AND

FRATERNAL ORDER OF POLICE LODGE 012

REPRESENTING THE

PENOBSCOT COUNTY SHERIFF'S OFFICE

SUPERVISORY

BARGAINING UNIT

EXPIRES DECEMBER 31, 2023

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ARTICLE 1- PREAMBLE

This Agreement, entered into by and between the Fraternal Order of Police, Penobscot Fraternal Order of Police Law Enforcement Lodge 012 , Supervisor Unit, hereinafter called “the Union” and the Penobscot County Commissioners, hereinafter called the “County” or the “Employer” is the product of collective bargaining conducted pursuant to the provisions of the Municipal Employees Labor Relations Act (Title 26, MSRA, Section(s) 961 through 974, 1969 as amended) for the purpose of reaching a successor collective bargaining agreement to the January 1, 2018 to December 31, 2020 collective bargaining agreement. The initial successor collective bargaining agreement shall be effective from January 1, 2021–December 31, 2023.

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. The parties agree that the County will provide reasonable accommodations based on a person’s legally protected classification, if any, where such accommodations are necessary for an employee to perform the essential functions of the employee’s position, but that such accommodation measures must conform to and not override the existing seniority system. The Union agrees to continue its policy to admit all members to membership and to represent all members without regard to a person’s legally protected classification, if any. 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.

ARTICLE 2 – RECOGNITION

The Bargaining Unit governed by this Agreement is a Supervisory Bargaining Unit established by agreement. The parties have agreed to include in this Bargaining Unit, Patrol Corporal, Civil

Process Staff Sergeant, Evidence Sergeant, Training Sergeant, Detective Staff Sergeant, Detective Sergeant and Patrol Staff Sergeant

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 membership initiation fee, 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. 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.

ARTICLE 5 – HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Patriot's Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve
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 (1 ½) 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 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 his/her last scheduled workday prior to the holiday and his/her first regularly scheduled workday after the holiday. An approved absence is a day of paid vacation, sick, personal or military leave. If an employee is absent on one or both of these days because of an illness or injury, the County may require verification of the reason for the absence before approving holiday pay.

If an employee has a need to use family sick time, the Sheriff will have the option of a review and may, on a case by case basis, deem the employee eligible to receive holiday pay.

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 $\frac{1}{2}$ 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, 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 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 service of each employee. A copy of the seniority list shall be furnished to the local Union 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 service 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 Union 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 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 until all employees 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: Patrol Staff Sergeant, Detective Staff Sergeant and Detective 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 one (1) year of service. An employee may take one (1) week of the entitled vacation after six (6) 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 five (5) years of service, an employee is entitled to three (3) weeks' vacation, accumulated up to five (5) weeks. After fourteen (14) years of service, an employee is entitled to four (4) weeks' vacation, accumulated up to six (6) weeks. After nineteen (19) 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 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.

Vacation leave use will occur in one-half (1/2) day increments, except in unforeseen circumstances by approval of the Sheriff.

Any request for or change in vacation times after the initial sign-up period shall be acted upon at the discretion of the Sheriff. 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. The Sheriff 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).

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. Military leave pay for 80 hours leave will be honored including mandated specialty training. No other Military Leave/Assignments are included for pay purposes. 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, sick, or sick bank 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 monthly 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 accrued 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.

Sick leave use will occur in one-half (1/2) day increments upon exhaustion of leave available under Article 8-A, Earned Paid Leave, except in unforeseen circumstances by approval of the Sheriff.

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 at one and one-half the utilization rate unless proper medical certification is submitted upon return to duty then the employee will utilize accumulated vacation leave benefit at straight rate to cover the absence. One-half (1/2) shift shall be deducted from accrued sick leave when use of sick leave is for less than one-half (1/2) of a scheduled shift after the employee has reported to work, except when time is used under Article 8-A, Earned Paid Leave.

Those employees who do not use sick leave 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 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.

Employees who have requested vacation leave and been denied and who report in sick for the same day(s) requested, shall have their time deducted as unauthorized leave (i.e. eight (8) hours unauthorized leave shall be deducted as twelve (12) hours vacation utilized). This provision does not apply if proper medical authorization is provided by the employee and approved by the Sheriff. Paid sick hours used shall count as hours worked for the computation of overtime pay.

All employees are expected to report to work as scheduled and work their scheduled hours as well as overtime which they have agreed to work. Employees who are alleged to be exhibiting a pattern of sick leave abuse shall be alerted to Management's concerns in writing. Should the employee seek to have their absence excused they must submit a note from their health care provider indicating the specific dates for which the employee is to be excused from duty Medical

notes must be received by the Department within forty-eight hours of the employee's return to duty. Employees are encouraged to use proper medical certification.

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 proper medical authorization completed by their treatment provider indicating fitness to perform their duties. In some cases, the Sheriff or his designee may require the proper medical authorization 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.

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 of that time will concurrently be designated, with the exception of time used in one calendar week blocks 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 four (4) weeks 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 request over and above the Family Medical Leave Act shall be in accordance with the next paragraph.

Medical, Maternity and Paternity: Request for medical leaves of absence without pay, or for maternity or paternity leave without pay, shall be submitted in writing by the employee to the Sheriff or his designee with proof from the employee's physician that said leave 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, 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 Act. See Language under vacations.

Bereavement: In the event of a death in the immediate family of an employee, which shall include spouse, parents, children, brother, or sister, the employee shall be granted a leave of absence with pay. Such leave shall not exceed five (5) days. In the event of a death in the extended family of an employee, which shall include grandparents, spouse's grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, step-parents, step-children or step or half brother or sister, the employee shall be granted a leave of absence with pay. Such leave shall not exceed three (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 days be reserved for a subsequent service or interment. A day is equal to the number of hours listed in Article 14: Hours of Work divided by five (5) for the position the employee holds. In applying the bereavement benefit, an employee will be allowed up to 3 or 5 days of leave (dependent upon the type of bereavement leave), rounded off to the nearest half-shift. Probationary employees are eligible for bereavement leave.

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 seven 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 seven.

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:

Verbal or Written Counseling

Written Reprimand

Suspension

Corrective Probation

Demotion

Discharge

Discipline shall only be administered for just cause.

The parties understand and agree that "Corrective Probation," if used, is a later step in the disciplinary process, holding the same weight as a Suspension and prior to Discharge.

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:

Counseling(s): One Year

Written Reprimand: Three Years. However, after two years, the employee may request that the Sheriff remove the written reprimand from the personnel file. The Sheriff has the sole discretion as to whether the reprimand is removed.

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.

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, the Union, 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 Patrol 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. The Committee should meet monthly.

FOP Supervisor 2021, 2022, 2023*	Employee % portion of total annual premium	
	Hired on or prior to 12/31/2008	Hired on or after 1/1/2009
Single	5.90%	10.50%
Emp/Sp	18.40%	20.50%
Emp/Child	17.80%	20.50%
Family	18.00%	20.50%

*If total annual premium for each contract year is 6% or higher than the total annual premium for prior year, the County will pay for the entire premium increase which exceeds 6%. The County agrees to cover retroactively the increase to plans effective 01/01/21 for the period members have been without a contract.

The Commissioners agree to fund the Health Reimbursement Account (H.R.A.) toward Employee/other Tiers Deductibles at 60%.

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 $\frac{1}{2}$ of the individual premium for health insurance for employees who retire from County employment after 24 years of service and at $\frac{3}{4}$ after 30 years of service.

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

The Employer shall offer and pay for a life insurance coverage policy with a benefit premium payout equal to the employee's base salary (maximum of 40 hours per week).

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 State Retirement System 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 after completion of initial hire probationary period for the calendar year. Employees can contribute to the plan on all compensated hours.

Dual Participation: If an employee participates in the Maine State Retirement 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.

Cancer Insurance: The Employer will contribute \$3.00 per week toward the cost of an employee's AFLAC cancer coverage policy.

Fitness: The Employer will reimburse those employees who reside beyond 25 miles from the County complex in Bangor, once per year upon receipt of adequate proof of use, for the cost of a fitness facility at the rate of \$2.40 per visit, up to \$20.00 per month (\$240.00 per year). The Employer shall designate a form to serve as adequate proof. Employees who reside within the 25-mile radius will have free and open use of the County's in-house fitness facility.

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 workday for Patrol Sergeants. If an employee is required by Management to work during their lunch break, the employee shall be paid for the time-spent working.

Patrol Staff Sergeants & Patrol Corporals will work a forty (40) hour workweek.

Civil Process Staff Sergeant will work a forty (40) hour non-standard workweek.

Detective Staff Sergeants & Detectives Sergeants will work a forty (40) hour non-standard workweek.

Evidence Sergeant & Training Sergeant - will work a forty (40) hour 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 rate 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.

Paid Vacation or Comp Time, Sick or Personal Time shall be considered hours worked for the purpose of calculating overtime wages.

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.

Public Outside Extra: extra work provided to any governmental entity or its subdivisions including public schools and enforcement grants.

Private Outside Extra: extra work provided to all others.

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.

Contractual Extra: A contractual extra is scheduled extra work in which the county provides supplemental law enforcement services to a town. It is not designed to cover school dances or for profit entities. Contractual Extra Time shall be considered hours worked for the purpose of calculating overtime wages.

Inside Extras: The Sheriff or his designee may create two overtime lists. The first list is the Full-Time Law Enforcement 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 Law Enforcement 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 Law Enforcement Overtime Rotation List, the Sheriff has the discretion to determine who may sign up to be on this list. The County and the Union agree to open negotiations to address Over-Time Rotation Lists with an agreed upon MOU between Supervisor and Line Unit within 6 months of signed contract date.

For inside extras for Law Enforcement 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.

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.

Outside Extras: The Employer shall pay any employee working **Public 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. **Private Outside Extra** One Hundred-twenty dollars (\$120) for up to two (2) hours worked plus one and one half (1 ½) their regular hourly rate for all hours worked thereafter.

Force-Outs (Law Enforcement): Management will maintain four separate lists for the purpose of assigning non-supervisory law enforcement work as follows: line staff voluntary, supervisory voluntary, line staff mandatory and supervisory mandatory. Non-supervisory law enforcement work shall be first offered to the line unit members. Any remaining work shall be offered to the supervisory unit members. In the event the work remains open the work shall be assigned to the first available line unit member. If there are no available line unit members or the available line unit members have been previously forced out, qualify for an exemption or have a work credit (as defined in Policy 22.1.6: Extra Work Rules) within the same week of the work, the work may be assigned to a supervisory unit member.

CALL OUTS

Any time a Patrol Corporal or a Patrol Staff Sergeant is contacted by Dispatch or a Supervisor and comes to work with less than 12 hours notice, except within the first hour of scheduled shift, will be paid time and a half for the hours work, plus two and a half hours at time and a half for being called out.

If member accepts overtime to backfill a shift, detail or assignment, that shift will not be considered call out pay.

Regular Call Out: A regular call out for a Patrol Corporal and Patrol Staff Sgt occurs during a regular scheduled work week is considered the hours you are scheduled as "on call" either after a night shift or day shift. This includes:

- Called Out - prior to the beginning of a shift on a scheduled workday.
- Called Out – after a night shift (1200 (midnight) to 0400 am.
- Called Out – prior to a day shift 0400 am to 0800 am.
- Called Out – after day shift on a scheduled workday.

Patrol Corporals and Patrol Staff Sergeants who are off duty and are called out to perform unscheduled work on behalf of the County shall be paid for the hours worked at 1 ½ times regular rate of pay plus 2 ½ hours call out pay for the call out at 1 ½ times regular rate of pay. Patrol Corporals and Patrol Staff Sergeants will receive separate call out pay on the "turnaround night" during both the night shift period and day shift period. During these periods Patrol

Deputies are only eligible to receive the 2 ½ call out pay once. Hours worked commences once a Patrol Corporal or Patrol Staff Sergeant has been notified by Dispatch or a Supervisor. All hours paid for call outs are considered hours worked for the purpose of calculating overtime.

Day Off Call Out: A day off call out to perform work on behalf of the County on a scheduled day off (Sick Time, Vacation Time, Comp Time and Holiday) shall receive pay for two and one-half (2 ½) hours at one and one-half (1 ½) times regular rate of pay. For this section, if you accept overtime on a scheduled day off and are also called out on that same rate, the call out would be considered a “regular call out” and is not considered a day off.

For Patrol Corporals and Patrol Staff Sgts, these officers are paid time at time and a half for the hours worked, plus two and a half hours at time and a half for being called out.

For the Evidence Sgt, Training Sgt, Detective Sgts, the Detective Staff Sgt, the Civil Process Staff Sgt, these officers are paid time and a half for the hours worked plus two and a half hours at time and a half for being called out. The “regular” call out hours for the Evidence Sgt, Training Sgt, Civil Staff Sgt are any call outs that take place during the non-scheduled work week that starts at 0800 hours on Monday and ends 1600 hours on Friday. For the purposes of this section a Holiday would be considered a day off. Sick Time, Vacation Time, or Comp Time used during the regular work week would also be considered a day off for the purposes of this section.

Force Out: A force out is when any member of the unit is not scheduled to work and is contacted by Supervisor or Dispatch having been instructed to call by a Supervisor and is ordered to come and perform work on behalf of the County. A member cannot refuse to come to work when called. Force outs for a member is determined by the Force Out Overtime List. A Force Out occurs when a shift or detail needs to be filled or during an extraordinary event or circumstance, as determined by the Sheriff or designee, and no one is willing to work it.

A force out to perform work on behalf of the County shall be paid for the hours worked at 1 ½ times regular rate of pay plus 3 hours force out pay for the force out at 1 ½ times regular rate of pay.

Upon execution of this agreement, the included “On Call Pay” provision satisfies all provisions of FLSA between the parties for the term of the agreement.

“Employees assigned to On Call status continue to be required to maintain a working cell phone or other means to be called when needed but continue to be free to use the on-call time effectively for their own purposes”.

Workday Adjustment: The Sheriff or his designee may adjust the beginning of the workday for Patrol Staff Sergeants, Detective Staff Sergeants, Evidence Sergeant, Training Sergeant and Detective Sergeants, by no more than one hour. Such time shall be considered hours worked for the purpose of calculating overtime wages

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 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 for styles pre-approved by the Sheriff. The Sheriff will reimburse uniformed employees, Detective Sergeant, Detective Staff Sergeants and Civil Process Staff Sergeant, one hundred seventy-five (\$175) in each year of the contract for said pre-approved footwear. Non-uniformed employees, including Detective Staff Sergeants, Detective Sergeant and Civil Process Staff Sergeant, will receive a clothing allowance of \$350 reimbursable on one invoice per year with back-up receipts provided to the County, for dress attire.

Patrol Staff Sergeants and Corporals	Detective Sgt and Staff Sgts	Civil Process Staff Sgt.
3 pr. Pants	1 pr. Pants	1 Badge
3 short sleeve shirts	1 short sleeve shirts	Belt Badge Holder
3 long sleeve shirts	1 long sleeve shirts	Summer shoes
2 badges	2 badges	Winter boots
2 nametags	2 name tags	Gloves

2 ties	2 ties	Rain coat
Collar brass	Collar brass	Handcuffs
Summer shoes	Summer shoes	Handcuff Case
Winter boots	Winter boots	Off duty holster I
All-Season Jacket	All-Season Jacket	Mag Pouch-Single
Summer hat	O.D. jacket	O.D. Jacket
Winter hat	Summer hat	Briefcase
Hat badge	Winter hat	Plain Jumpsuit
Acorn, strap	Hat badge	Non-Uniform Winter Jacket
Hat covers	Acorn, strap	
Gloves	Hat covers	
BDU's	Gloves	
Raincoat	Jumpsuit	
Safety vest	Raincoat	
Body armor	Safety vest	
Duty belt	Body armor	
Duty holster	Duty belt	
Mag pouch	Duty holster	
H.C. case	Mag pouch	
Keepers	H.C. case	
Handcuffs	Keepers	
	Handcuffs	
	Off duty holster	

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 Chairs. 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 three (3) 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 year to attend Union training seminars, Union functions including committee meetings so long as operational needs will allow as determined by the Sheriff.

Duly authorized representatives of the Union 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 two (2) 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 and a hard copy shall be forwarded to the Union staff representative of the unit.

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, significant other, parents, children, brother, sister, grandparents, or grandchildren or stepparents, stepchildren, stepbrother, stepsister, 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.

Authorized Leave: An approved absence is a day of paid vacation, sick, personal or military status.

ARTICLE 23 - REIMBURSABLE EXPENSES

If the employee conducts work within the assigned work area, to include patrol areas as to Patrol Staff Sergeants, Detective Sergeants and Detective Staff Sergeant 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/her normally assigned area, to include Patrol Staff Sergeants, Detective Staff Sergeants and Detective Sergeants performing duties outside his/her normally

assigned patrol areas, costs for meals, which shall not exceed fifteen dollars (\$15.00) for breakfast, twenty dollars (\$20.00) for lunch thirty dollars (\$30.00) for dinner and other job related expenses shall be reimbursed to the employee in accordance with County Policy. However, should a Patrol Staff Sergeant, Detective Staff Sergeants and Detective Sergeants be assigned to someone else's patrol area, reimbursement will be provided only upon prior approval having been received from the employee's immediate supervisor.

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 one hundred dollars (\$100.00).

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 overtime.

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 - K-9 HANDLERS

The Sheriff shall determine the number of certified, trained police dogs which will be subject to departmental support. Those dogs which are authorized by the Sheriff shall receive fifty (50) pounds of dog food per month, and upon written request and approval, medical coverage for such dogs for in-service injuries and normal, necessary shots.

The Sheriff and the Union agree that should the Department of Labor determine that for Penobscot County or otherwise, in accordance with its interpretation of the regulations, an allowance for food or upkeep of certified dogs should be paid differently, the parties agree that they will negotiate the impact of such a decision, including the reduction or elimination of certified, trained police dogs.

ARTICLE 27 - PROBATIONARY EMPLOYEES

Initial Probation: Law Enforcement Personnel will serve a probationary period pursuant to Title 30-A MRSA of one (1) year from the date of successful completion of the MCJA Basic Law Enforcement School or one (1) year from date of full-time hire, whichever is greater.

Promotion: In the case of promotion within the Sheriff's Department, an 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 the patrol bargaining unit. In the case of a promotion to Law Enforcement, the term of probation shall be from the date of promotion until nine (9) months following the successful completion of MCJA Basic Law Enforcement School.

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.

The Union shall retain the right to designate bargaining unit membership assignments to the bargaining committee, labor/management committee, and the grievance committee. Other committee assignments shall be approved by the Sheriff, such as (but not limited to) the health and safety committee.

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: The Pay Ranges and Rates by classification, effective on the day of acceptance of this Agreement by the Parties, shall be adjusted by 2.0% in 2021, 2.0% in 2022, and 2.5% in 2023 with a longevity step 8 of 3.5% added in 2023 for those employees who have 10+years of service as set forth below:

PATROL CORPORALS									
	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	
2021	24.21	24.97	25.70	26.42	27.23	28.08	29.02	XXXXX	2.00%
2022	24.69	25.47	26.21	26.95	27.77	28.64	29.60	XXXXX	2.00%
2023	25.31	26.11	26.87	27.62	28.47	29.36	30.34	31.40	2.50%

TRAINING SERGEANT EVIDENCE SERGEANT									
	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	
2021	26.03	26.94	27.89	28.79	29.82	30.89	31.98	XXXXX	2.00%
2022	26.55	27.48	28.45	29.37	30.42	31.51	32.62	XXXXX	2.00%
2023	27.21	28.17	29.16	30.10	31.18	32.30	33.44	34.61	2.50%

DETECTIVE SERGEANTS									
	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	
2021	26.55	27.46	28.41	29.3	30.35	31.42	32.53	XXXXX	2.00%
2022	27.08	28.01	28.98	29.89	30.96	32.05	33.18	XXXXX	2.00%
2023	27.76	28.71	29.70	30.63	31.73	32.85	34.01	35.20	2.50%

PATROL STAFF SERGEANTS DETECTIVE STAFF SERGEANT CIVIL PROCESS STAFF SERGEANT									
	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 yrs.	
2021	26.98	27.88	28.84	29.72	30.76	31.83	32.95	XXXX	2.00%
2022	27.52	28.44	29.42	30.31	31.38	32.47	33.61	XXXXX	2.00%
2023	28.21	29.15	30.15	31.07	32.16	33.28	34.45	35.66	2.50%

Specialty Stipend: The County agrees, within the scope of operational ability, to designate and train unit members in certain specialties consistent with policing best practices. On December 31st of each year covered by this Agreement unit members holding department designation in any of the following areas will receive a \$ 300 for specialty designation and will be calculated into base wages in the week it is paid out:

- **Field Training Officer (FTO) – (4)**
 - MCJA certified as an FTO/PTO
 - In good standings with the department
 - Present/Teach at least once a year at department training
 - Train new officers at the direction of training sergeant
- **Canine Handler (K-9) (1)**
 - Certified Handler
 - Approved by Sheriff
- **Special Response Team (SRT) (14)**
 - Active team member
 - In good standing with the department
 - Attend 80 -% of SRT training
 - Make 50% of the team callouts
 - Active team member no less than 10 calendar months (same year)
 - Overall approval of Team Commander
- **Accident Reconstructionist (3)**
 - MCJA certified
 - Conduct no less than 4 reconstructions (approved by traffic division) a year
 - Successfully pass year end recertification test
- **Mapping Officer (3)**
 - Successfully complete certification
 - Map 3 incidents for PCSO or other agencies
- **Drug Recognition Expert (DRE) (3)**
 - Certified and recognized by the MCJA and DHS
 - Attend the annual DRE refresher course and complete the course
- **Special Response Team Commander (\$ 500 Stipend) (1)**
 - This is an appointed position done only by the Sheriff
- **Crisis Negotiator (3)**
 - Must be certified MCJA
 - Maintain active certification
- **Drone Operator (3)**
 - Must be certified to fly by FAA and successfully complete the part207 examine.
- **Advanced Shooting Scene Reconstructionist (2)**
 - Attend all available multi agency annual training
 - Provide case studies for peer as requested
- **Lead Fire Arms Instructor (1)**
 - Maintain fire arms departmental policy
 - Maintain Maine qualifications as Firearms Instructor

Medical leave, W/C, or Military Leave will not affect employee's specialty stipend eligibility.

Individuals holding department designation in more than one of these areas will receive a maximum of two specialty stipend payments.

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, Training Sergeants and Lab Sergeants may, at their option, convert one previously earned 8-hour sick day to an 8-hour personal day. Each member must provide management with a minimum of 24 hours' notice of their desire to take a 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.

Retroactivity: If this Agreement is ratified as presented, the employer agrees as follows: For purposes of this Contract only, the County agrees to pay those employees employed on the date of acceptance of this Agreement by the Parties the wage rate for 2021 listed above, retroactive to January 1, 2021.

Supervisory (Detective) Unit Weekend Coverage- Cover for Detective Sgt.'s

Penobscot County Sheriff's Department Supervisory Unit members will be scheduled on a rotating basis for the weekend on call duty supervisor detail. The member designated as "on-call" shall be the contact person for emergencies outside of normally scheduled work days and work hours. Duty officer detail periods will be in place from 4:00 p.m. Friday to 8:00 a.m. on the

following Monday. Employees who are designated duty officers on Saturday and Sunday shall receive four (4) hours of vacation for each weekend coverage assignment. Members assigned to on call duty officer will be done so on a rotational basis as designated by the Sheriff. If a member can not cover they will find a replacement and notify the O.D. for the County. This assignment will require members to be readily available for calls and to carry their cell phones and remain reachable. If the member has to respond to a call they will be compensated at time and a half for each hour worked and in compliance with current contractual obligations for call out pay.

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

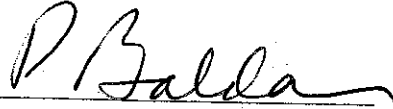
Term of Agreement: The term of this Agreement shall be effective upon signing through December 31, 2023 unless otherwise noted in this contract or by side bar agreement.

Termination: This Agreement shall remain in full force and effect until December 31, 2023. It shall be automatically renewed from year to year there-after unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary 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 anniversary 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 anniversary date set forth in the preceding paragraph.

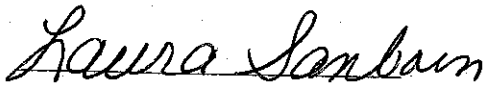
SIGNATURES

IN WITNESS of their Agreement, the parties have set their signatures below this 25 day of May, 2023

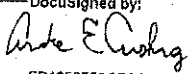
FOR PENOBSBOT COUNTY



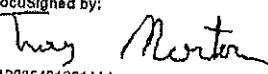
Peter Baldacci,
Commissioner



Laura Sanborn,
Commissioner

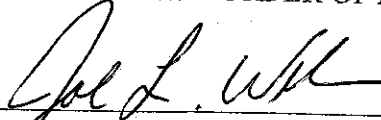
DocuSigned by:

FD1352523CD6452

Andre Cushing,
Commissioner

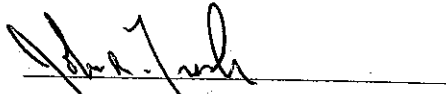
DocuSigned by:

E128354219014A1

Troy Morton,
Sheriff

FOR FRATERNAL ORDER OF POLICE



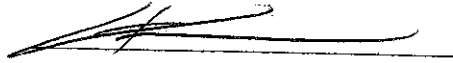
Joel Wilkinson
Labor Specialist



John Trask



Roy Perry



Stephen Marko