

# AGREEMENT

Between the

PISCATAQUIS COUNTY COMMISSIONERS

And

AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES, AFL-CIO-UNIT C  
(Kitchen staff and Administrative Ass

January 1, 2025 – December 31, 2027  
(Unless otherwise noted)

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## **ARTICLE 1 – RECOGNITION**

Pursuant to the Agreement on Appropriate Bargaining Unit dated October 24, 2024, the Piscataquis County Commissioners (hereinafter referred to as Commissioners) recognizes the American Federation of State, County, and Municipal Employees, Council 93 (hereinafter referred to as Union) as the sole and exclusive bargaining representative for the purposes of negotiations with respect to wages, hours or work, working conditions, and all other terms and conditions of employment, for the employees of the Piscataquis County Sheriff's Department in the classifications of full-time Administrative Assistant and Cooks. (Unit C ). Excluded from the unit are all other Piscataquis County Sheriff Department employees.

## **ARTICLE 2 – DEFINITIONS**

### **A. Regular Full-Time Employee**

A regular full-time employee is regularly scheduled to work at least thirty-five (35) or more hours per week and shall have completed the probationary period.

### **B. Probationary Period**

1. Initial Employment – The probationary period shall be six (6) months which period the Sheriff's right to discipline and discharge shall be uncontestable and non-grievable. If the legislature increases the probationary period of county employees, the length of the probationary period shall be consistent with this legislative change.
2. Promotions and Transfers – There shall also be a ninety (90) day probationary period applied to all promotions, transfer of positions and/or classification changes.

## **ARTICLE 3 – DUES DEDUCTION**

### **A. Non-Discrimination**

All employees shall have the right to join or refrain from joining the Union. Employees who do not join the Union shall have the right of self-representation as set forth in 26 M.R.S.A. §967 (2) ¶5. No employee shall be favored or discriminated against either by the County or the Union because of their membership or non-membership in the Union. The Union recognizes its responsibility as exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

### **B. Membership Withdrawal**

Any employee has the right to withdraw his/her membership in the Union twenty (20) days from the expiration date of the Agreement only.

**C. Dues Deductions**

The County agrees to deduct the Union's weekly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the County by Council 93, and the aggregate deductions of all employees shall be submitted together with a list of employees having deductions made and the total amount deducted for each of those employees to the Union by the fifteenth (15<sup>th</sup>) day of the succeeding month after such deductions are made.

**D. Representation Fee**

Any employee who chooses not to be a member of the Union shall be required by the Union to acknowledge on a form supplied by the Union that the employee was offered the opportunity to join the Union and declined.

**E. Save Harmless**

The Union shall save and hold harmless the County from errors or omissions committed in the execution of the provisions of this Article.

**ARTICLE 4 – MANAGEMENT RIGHTS**

**A. Management Rights**

Management of the operations and direction of the County work force shall be solely and vested exclusively in the Employer. The County Sheriff shall be the designee who shall be responsible for administering and directing the Sheriff's Department as authorized by the Commissioners and pursuant to State Law. Without limiting the foregoing, the Commissioners shall have the sole and exclusive right to hire or promote, upon recommendation of the Sheriff, subcontract or relocate work, to relieve the employees from duty because of lack of work, to increase or decrease the work force or to decide the number and location of its operations, to establish the personnel required in supervisor, clerical and other positions, and the right to establish of change procedures, practices, programs, rules or regulations as they pertain to the area of management rights as listed in this paragraph except when such establishment or change would conflict with the express provisions of this Agreement. Any changes so instituted which affects or impacts the terms of this Agreement or which increases the cost of personnel services may be taken to arbitration by the Commissioners.

**B. Management of the Work Force**

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

**ARTICLE 5 – WORK WEEK**

**A. Standard Work Week**

The standard work week shall be seventy-eight hours (78) hours in a 14 day pay period. Employees covered by this Agreement are classified as non-exempt employees. The standard work week for the Administrative Assistant shall be forty (40) hours in a seven (7) day work period. The cooks two (2) week work schedule shall be rotating so that one week one (1) employee works three (3) days and the other employee works four (4) days. The following week the employees rotate their days off.

**B. Workweek Schedules**

The Sheriff has the right to set or change schedules or staffing patterns with notice to the Commissioners pursuant to §A. above. Two (2) week notice shall be given to the employees in the event of any change to schedules to the shift pattern except in an emergency. Any changes made because of an emergency shall be temporary and normally would revert to the regular schedule once the emergency is over.

**ARTICLE 6 – LEAVE BENEFITS**

**A. General Policy**

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

**B. Holidays**

1. Employees shall receive holiday pay equivalent to the hours they are normally scheduled to work. The holidays are as follows:
  - New Year's Day
  - Martin Luther King Day
  - President's Day
  - Patriot's Day

- Memorial Day
  - Juneteenth
  - Independence Day
  - Labor Day
  - Columbus Day
  - Veterans' Day
  - Thanksgiving Day
  - Day after Thanksgiving
  - Christmas Day
2. If a holiday falls on a Saturday, it will be observed the previous Friday. If a holiday falls on a Sunday, it will be observed the following Monday.
  3. For an employee to receive holiday pay, s/he must have worked the regularly scheduled work day immediately prior to the holiday and the regularly scheduled work day immediately after the holiday, unless on pre-approved time off. Employees on unpaid leave of absence are not eligible for holiday pay.
  4. Employees not required to work a holiday shall be given the day off with pay. Holiday pay is based on the regularly scheduled hours the employee usually works. Employees who work on a holiday shall be paid two times (2) their hourly rate for all hours worked. If an employee is required to work on a Saturday, the employee shall have the option of observing the holiday on the preceding Friday. If a holiday falls on a Sunday, the employee shall have the option of observing the holiday on the following Monday.
  5. Employees not required to work a holiday shall be given the day off with pay. To work on a holiday, an employee must obtain prior approval from his/her Department Head.

### **C. Vacation**

1. Vacation leave will be earned by employees from their anniversary date of employment. Newly hired employees are eligible to use annual vacation leave only after they have successfully completed a six (6) month probationary period. Once this requirement is met, vacation will be accrued back to the first full month of work. If employment is terminated during or before the completion of the probationary period, there is no accrued vacation available for payment at termination. Employees are eligible for vacation according to the following schedule:
  - After initial year 10 days (up to 80 hours)
  - Two (2) years through five (5) years 12 days (1 day per month) (up to 96 hours)

- Six (6) through nine (9) years                      15 days (1.25 days per month) (up to 120 hours)
- Ten (10) through fourteen (14) years            18 days (1.5 days per month) (144 hours)
- Fifteen (15) through nineteen (19) years    21 days (1.75 days per month) (up to 168 hours)
- Twenty (20) years and beyond                    24 days (2 days per month) (up to 192 hours)

2. A vacation day shall be equal to the average number of hours scheduled to work in a week divided by five (5). Vacation leave for the month will accrue on the last day of each calendar month worked. There is no vacation leave accrual for partial months at the beginning or end of employment.
3. Employees may accrue and carry forward into the next anniversary year up to two (2) years vacation time to a maximum of thirty-six (36) days. Vacation must be taken in increments of not less than one (1/2) day. Vacation must be scheduled so as not to interfere with normal County departmental operations. Leaves must be requested of the department head in writing. If the leave period requested is one (1) day or less, the request shall be submitted not less than seventy-two (72) hours prior to the date of the requested leave period. If the leave period requested exceeds one (1) day, the request shall be submitted not less than two (2) weeks prior to the start of the requested leave period. The Department Head must grant permission for vacation leave in advance. Any leave requests that do not meet the advanced notice requirement will be approved or declined at the discretion of the department head. The department head will document in writing because the advanced notice requirement was waived.
4. An employee who is terminating their employment with the County will be entitled to pay for accumulated vacation leave time.

5.     Accrual Date

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

6.     Scheduling

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

7. Maximum Accrual

Vacation must be used the year after it is earned. Employees are required to use at least one-half (1/2) of their vacation earned per anniversary year.

**D. Request Procedures for Vacation**

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

**E. Sick Leave**

1. Purpose

Employees may use sick leave as follows:

- a. Personal illness or physical incapacity of such a degree to render the employee unable to perform the duties of the assignment position.
- b. Medical leave consisting of medical or dental appointments.
- c. Serious illness of a parent, child, or spouse and the care by the employee is required.
- d. If the employee is eligible for State or Federal Family Medical Leave, leave may be used for the purposes outlined in those regulations.

2. Earning Rate and Maximum Accumulation

Employees will accrue up to one (1) sick day per month to a maximum of ninety (90) days. Employees shall accrue sick leave proportional to their regular schedule. Employees hired on or after the fifteenth (15<sup>th</sup>) of the month will not earn sick leave for that month. Employees who leave employment prior to the fifteenth (15<sup>th</sup>) of the month will not earn sick leave for that month.

3. Certification of Sick Leave

An employee will provide a doctor's certification as to use of sick leave upon request from the Department or County Manager. The County shall pay the cost of securing such note if there are any out-of-pocket costs to the employee.



4. Unused Sick Leave

An employee who voluntarily separates from service in good standing and who has more than one (1) year of continuous services, shall be paid one-half (1/2) his/her accrued sick leave of not more than ninety (90) days. Any sick leave beyond ninety (90) days shall be forfeited. If an employee is dismissed for unsatisfactory performance, for cause, or fails to give fourteen (14) days' notice shall not be entitled to any sick leave payout.

**F. Family Medical Leave**

The Federal and State Family Medical Leave Act as noted in the County Personnel Policies will be integrated with the leave provisions of this Agreement.

**G. Bereavement Leave**

1. In the event of death in the immediate family of an employee, the employee may be granted up to three (3) days leave of absence without loss of pay to attend funeral services. Immediate family for this purpose is defined to include brothers, sisters, brothers-in-law, sisters-in-law, parents-in-law, grandparents, grandchildren, domestic partner, stepparents, stepchildren, and foster parents. In the event of the death of a spouse, parents, or children, the employee may be granted up to five (5) days leave without loss of pay to make household arrangements and/or or to attend the funeral services.
2. In the event of a death of an aunt, uncle, niece, nephew, first cousin, an employee shall be granted up to one (1) day off without loss of pay.
3. Any bereavement leave days beyond this policy may be granted as vacation leave with the approval of the Sheriff.
4. If an employee is out of work on an already approved leave, the approved leave status will not change nor will the leave be extended as bereavement leave unless enough days are not remaining in the already approved leave to make household arrangements or attend the funeral.
5. One of the days of absence must include the day of the funeral. If interment is to occur at a time not in conjunction with the funeral, the employee may retain one (1) of the days to use at the time of interment.

**H. Jury Duty Leave**

Time spent on jury duty leave shall not be charged against any leave time. The County will pay the employee the difference between his/her jury duty pay and regular pay for each day served on jury duty. If called to jury service and

dismissed before the end of the regular work day, the employee will report to work to be paid for that day.

**I. Unpaid Leave**

1. Leave without pay for a period not to exceed twelve (12) months may be granted to an employee subject to the recommendation of the Sheriff and the approval of the Commissioners. This leave shall be requested in writing in advance of the need. At the conclusion of the leave without pay, the employee may return to a position like that which s/he left, provided such an opening exists.
2. This leave does not apply to employees while in their probationary period, in lieu of Family Medical Leave for employees who are not eligible for such leave, or for the purpose of taking other employment.
3. Failure of the employee to return to work will be considered a resignation. No benefits will be paid or accrue during such period of leave, unless the employee is on an approved Family Medical Leave. The employee may continue to participate in the County's benefit program provided the employee remits the full payment for the benefits on or before the first of the month in which the payments are due and provided the employee is not engaged in any employment activity during this time. If the leave was for medical reasons, the employee must provide fitness for duty certification from their physician that s/he is fit to perform the essential functions of the position with or without a reasonable accommodation before returning to work.

**J. Military Leave**

The County will abide by the provisions of the Uniformed Services Employment and Reemployment Rights Act. ("USERRA"), for members of the armed services and its reserve components.

**K. Victims of Domestic Violence Leave**

Maine Law provides that an employer must grant reasonable and necessary paid or unpaid leave from work for an employee to:

1. Prepare for and attend court proceedings;
2. Receive medical treatment or to attend medical treatment for an employee's child, parent, or spouse;
3. Obtain necessary services to remedy a crisis caused by domestic violence, sexual assault or stalking;
4. This leave must be needed because the employee or the employee's child,

parents or spouse is a victim of violent assault, sexual assaults under Title 17-A, chapter 11 stalking or any act that would support an order for protection under Title 10-A, chapter 101.

**L. Leave Approval**

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

**M. Leave Scheduling**

It shall be the responsibility of the Sheriff, as appropriate or his/her/their designee to grant leave consistent with the needs of the Department. It shall be the responsibility of the employee to provide such notice within a minimum of two weeks except for sick and bereavement leave or family medical leave which shall be requested in accordance with the Family Medical Leave Policy.

**ARTICLE 7 – BENEFITS**

**A. Medical Insurance**

1. During the term of this Agreement, the County shall pay one hundred percent (100%) of the premium cost for the employee's coverage and sixty percent (60%) of the premium cost for the dependent coverage. For any employees hired after the date of execution of this contract, the County shall pay ninety percent (90%) of the cost for the employee's coverage and sixty percent (60%) of the premium for the cost of the dependent coverage.
2. The County will provide a medical insurance plan comparable to the plan in effect for 2025. Employees who have individual coverage will pay the first six hundred (\$600) dollars for all medical services covered by the plan and employees who have dependent coverage will pay the first twelve hundred (\$1200) dollars for all medical services covered by the plan after which, the County will pay one hundred percent (100%) of the medical costs covered by the plan.
3. If permitted by law, employees may elect to contribute funds to an HSA account through payroll deduction up to the maximum amount allowed by law.

**B. Retirement**

The Commissioners will participate in the Maine State Retirement System. Effective August 1, the employees in this bargaining unit shall have the option to participate in the Maine Public Employees Retirement System (MEPERS) known as Plan AC, by contributing a percentage of their wages, as determined by the MEPERS plan. The contribution shall be in the form of a deduction from the employee's paycheck. The County shall, in turn, contribute at a level to be determined annually by the actuary for the Maine Public Employees Retirement System. If an employee voluntarily selects not to participate in the Maine State Retirement System, the County will contribute a matching contribution to its Deferred Compensation Plan at an amount not to exceed the County contribution to the Maine State Retirement System.

**ARTICLE 8 – OUTSIDE EMPLOYMENT**

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

**ARTICLE 9 – DISCIPLINE**

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

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

#### **ARTICLE 10 – PERSONNEL FILE**

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

#### **ARTICLE 11 – RESIGNATIONS**

An employee may resign from County service in "good standing". Good standing shall mean the submittal of a written notice to the Commissioners and Sheriff, fourteen (14) working days in advance of the last day worked. The Employer may approve a shorter period of notice if extenuating circumstances exist.

#### **ARTICLE 12 - GRIEVANCE PROCEDURE**

##### **A. Definitions**

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

##### **B. Formal-Procedure**

- 1. Sheriff and/or Designee

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

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

2. County Commissioners or Designee

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

**D. Arbitration**

1. Appeal Process

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

2. Arbitrator Authority

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

3. Costs

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

**E. Failure to Comply with Time Limits**

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

**F. General Provisions**

1. Extension of Time Limits

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

2. Access to the grievance procedure

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

3. Content of Grievance

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

4. Content of Appeals

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

5. Union Grievances

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

6. Filing at Lowest Level

A grievance must be initiated at the lowest level at which a remedy can be granted. By mutual agreement, any step of the grievance procedure may be waived.

7. Transcripts

If a party requests that a transcript be made of an arbitration hearing, such transcript shall constitute the only official record of the hearing. The party causing such transcript to be made shall pay the costs involved and furnish the arbitrator with a copy. If the opposite party requests a copy of the transcript, it shall pay the costs to have such transcript made.

8. Steward

The Union shall notify the Employer in January of each year, the name of its steward and/or Union officers.

9. Non-Binding Decisions

The parties agree that Sheriff may not bind the County by any grievance decision that alters or conflicts with the provisions of this Agreement.

### **ARTICLE 13 – WAGES**

Wages will be paid to employees in accordance with the pay scales set forth in Appendix A.

### **ARTICLE 14 – SEVERABILITY OR SAVINGS**

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

### **ARTICLE 15 – NON-PROVISION**

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

### **ARTICLE 16 – SCOPE OF AGREEMENT**

This Agreement represents the entire agreement between the parties, who agree that all matters that were or might have been the subject of negotiations have been fully disclosed and resolved as expressed herein, and both parties do expressly waive all bargaining rights which might arise during the term of this Agreement.

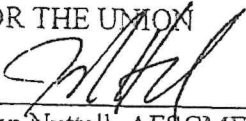


This Agreement shall be effective the date of execution, except as otherwise specified, and shall remain in effect until December 31, 2027. Any section of this Agreement may be reopened to negotiations with the written mutual consent of the Commissioners and Union.


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

IN WITNESS WHEREOF, the parties have hereunto set their hands this  
19<sup>th</sup> day of August 2025

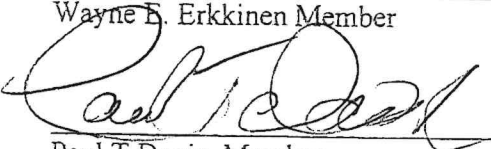
FOR THE UNION

  
\_\_\_\_\_  
John Nuttall, AFSCME Staff

FOR THE COMMISSIONERS

  
\_\_\_\_\_  
Andrew R. Torbett, Chair

Wayne B. Erkkinen Member

  
\_\_\_\_\_  
Paul T Davis, Member

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