AGREEMENT BETWEEN THE FRANKLIN COUNTY COMMISSIONERS AND

THE FRATERNAL ORDER OF POLICE, LODGE 400
FRANKLIN COUNTY SHERIFF'S DEPARTMENT *PATROL*

JULY 1, 2022 – JUNE 30, 2025

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LABOR AGREEMENT

This Agreement entered into between the Franklin County Commissioners hereinafter referred to as the "Employer" and the Fraternal Order of Police - Franklin County Sheriff's Patrol Lodge 400, hereinafter referred to as the "Union".

PREAMBLE

Pursuant to the provisions of 26 M.R.S.A., Sections 961-974, the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale and to promote effective and efficient operations.

ARTICLE 1 - RECOGNITION

The County of Franklin recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours and other conditions of employment for the positions of patrol, utility, patrol corporal, patrol deputies, investigator, sergeant-investigator, patrol supervisor sergeant. The provisions of this contract do not apply to any person who is temporary, seasonal or on call.

All words in the masculine gender shall also be deemed to include the feminine gender.

ARTICLE 2 – UNION MEMBERSHIP

Pursuant to the provisions of Maine law, 26 M.R.S. §§ 961 – 976, employees have the right to decide whether to become a member of the union.

ARTICLE 3 - DEDUCTION OF UNION DUES

Subject to the provisions of State and Federal laws, the County agrees to make an automatic payroll deduction of the normal monthly union and fair share dues. This payroll deduction of Union dues and fair share dues shall be made on the first and second payday of each month.

The Employer shall forward all such dues and fees so collected to the Union by the 15th of the following month. It shall be the responsibility of the Union to inform the County in writing of its duly established monthly dues.

The Union shall indemnify and save the Employer harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and fees and remitting the same to the Union pursuant to this Section.

ARTICLE 4 - GRIEVANCE PROCEDURE

A. DEFINITIONS

- 1. Grievance A grievance shall be a dispute between the parties as to the meaning or application of the specific terms of the collective bargaining agreement.
- 2. Days Days shall be calendar days, Monday through Friday, excluding legal holidays. Time limits set by this Section may be extended by mutual agreement by telephone provided they are confirmed in writing.

B. INFORMAL STEP - SUPERVISOR

Within ten (10) days of the event giving rise to the grievance, or first reasonable knowledge, the Steward and or the grievant shall meet with the immediate non-bargaining unit supervisor in an effort to resolve the problem. The first reasonable knowledge of an event giving rise to a grievance, triggering the 10-day deadline set for the informal meeting with the immediate non-bargaining unit supervisor, and the stewards informing the supervisor when they are presenting an informal grievance shall be defined as the first reasonable knowledge of any steward or the grievant or the Union agent. The nature of the grievance and the time, date and with whom the meeting occurred shall be documented on the form provided in Appendix A.

C. STEP 1-SHERIFF

If at the meeting at the informal step the parties are unable to resolve the problem, the written grievance must be presented within ten (10) days of the meeting to the Sheriff by the grievant or shop steward. Within five (5) days of the Sheriffs receipt of the grievance, the Sheriff shall meet with the grievant and/or his representative to discuss the grievance. Documentation shall be made of this meeting. Within five (5) days of such meeting, the Sheriff shall render his written decision.

D. STEP 2 - COMMISSIONERS

Within five (5) days of receipt of the Sheriffs decision, the grievant and/or his representative may appeal the grievance to the Commissioners. The Commissioners shall conduct the hearing on a date mutually agreeable to the parties, but not later than thirty (30) days after receipt of the appeal. At the request of either the Commissioners or the grievant, the hearing shall be closed to the public. At the close of the hearing, the Commissioners shall render a written decision within thirty (30) days.

E. FINDINGS

If the findings of the Commissioners are unacceptable to the Union, within ten (10) days of receipt of their written decision, the Union may submit a demand for arbitration to the Commissioners with a suggested list of arbitrators. If none of the suggested names are acceptable to the Commissioners, within (10) days of the receipt of the demand, the Union may request the Maine Board of Arbitration and Conciliation to provide an arbitrator to conduct proceedings in accordance with the rules of the organizations.

F. ARBITRATION

The Arbitrator shall render his award within fifteen (15) days after the close of the hearing unless extended by mutual consent of the parties in writing. The arbitrator shall have no power or authority to add to or subtract from or amend or modify any terms of this Agreement or its appendages. The decision of the Arbitrator shall be final and binding on all parties.

The costs of the Arbitrator and the expenses for the arbitration hearing shall be borne equally by the County and the Union, except that if a party requests a continuance, the party making such request shall pay any arbitrator cancellation fees. Each party shall pay all costs associated with their own witnesses.

G. TRANSCRIPTS

If either party desires a verbatim record of the proceedings, it may cause such record to be made providing it pays the costs of such record and makes such record available to the other side and if the other side desires a copy such shall be provided at cost.

The parties agree that the form that must be used when filing a grievance is attached hereto as Appendix A.

H. WAIVER

Failure to file or appeal a grievance within the time limits specified above, shall be a waiver by the grievant, Union and its representative to any further appeal in this procedure.

I. REPRESENTATION

At any examination of the employee by the employer the employee has the right to be represented by the Union if the employee reasonably believes that the examination may result in disciplinary action against the employee and requests representation.

ARTICLE 5 - BULLETIN BOARD

The Employer agrees to provide suitable space for and maintain a bulletin board. The Union shall limit its use of the bulletin board to Official Union business, such as meeting notices and Union bulletins, and to one-half the available space.

ARTICLE 6 - ACCESS TO PREMISES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided there is no interruption of the Employer's working schedule and provided such agent(s) have permission of the Sheriff or his designee.

ARTICLE 7 - UNION ACTIVITIES

The Employer agrees to grant three (3) days off a year, without discrimination or loss of seniority rights and without pay, to one employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

Any employee member of the Union acting in any official capacity shall not be discriminated against for his acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business or are illegal or in violation of this Agreement nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE 8 - SHOP STEWARDS

The Employer recognizes the right of the Union to designate Shop Stewards and alternates. The authority of the Shop Stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- 1. The investigation and presentation of grievances in accordance with the collective bargaining agreement.
- 2. The collection of dues when authorized by appropriate Local Union action.
- 3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers provided such messages and information have been reduced to writing.

Stewards shall be permitted to investigate grievances on or off the property of the Employer without loss of pay as long as it does not interfere with the work of the Employer. During working hours Stewards must obtain approval of the Department Head to investigate grievances.

The grievant and one Steward shall not suffer a loss in pay in the processing of a grievance when the hearings at each step are scheduled by mutual agreement.

Time spent off duty in investigating or processing grievances shall not be paid for by the Employer.

ARTICLE 9 - SENIORITY

Department seniority is the length of continuous service of an employee covered by this Agreement from the employee's most recent date of hire as a full time employee. The employer will produce and post a seniority list on July 1 of every year. Any objection to the list not made in writing on or before August I shall be deemed waived.

Classification seniority - the length of continuous service of an employee on full time status in his current job description.

A. Lay-off shall be first by classification seniority with the least senior employee in that classification being laid off first. If the employee has more department seniority than an employee in another classification, he may bump such junior person provided the laid off employee has performed

the work of the person being bumped in the past and such person holds a position in an equal or lower classification.

- B. All job openings and vacancies in the unit shall be posted for ten (10) days after the opening occurs. All employees who are governed by this contract who apply will be considered for the position. The most qualified employee in that group will be hired for the position. If qualifications are equal, the most senior employee applicant will be hired. If no qualified employees within that group apply for the position, the Employer may hire from outside the group.
- C. An employee shall be eligible for recall in inverse order of lay-off for a period of twelve (12) months from the effective date of the lay-off to a position for which he is qualified. The employee shall be notified at his last known address. If a person is recalled to a position, he must respond to such notice within forty-eight (48) hours and be able to start to work within two (2) weeks. An employee failing to respond to a recall notice or an inability to begin work within two (2) weeks, shall forfeit all further recall rights. To be recalled to a patrol position, the employee must be arms qualified pursuant to this contract. No new employee shall be hired unless all qualified employees on lay-off have been given an opportunity for recall pursuant to this Article.

ARTICLE 10 - TRANSFER/PROMOTION POLICY

An employee accepting a transfer from one departmental classification to another departmental classification shall be subject to the following policy:

- 1. The first six (6) months under his or her new departmental classification shall be deemed the transferred employee's training period.
- 2. During the training period, the position formerly held by the transferred employee shall be held open by the employer. This may be accomplished, at the employer's option, by leaving the transferred employee's former position vacant, using a utility worker, hiring a temporary, part-time employee, or by any other means at the employer's discretion.
- 3. Within twenty (20) calendar days of the transfer, the employer shall prepare and deliver to the employee, a written evaluation of the employee's performance in his or her new classification, describing any perceived problems with the employee's progress or suitability for the position.
- 4. Within the training period, the employee shall have the right to return to his or her former position, at his or her sole option, except as provided below.
- 5. If, within the training period, the employer determines that the employee is failing to perform in his or her new position at an acceptable level, the employer may return the employee to his or her former position.
 - a. If the employee accepts the return to his or her former position, he or she shall have been deemed to have waived the right to grieve, contest, or appeal the decision, the return shall be final, and shall not be subject to grievance or arbitration.
 - b. If the employee declines the return to his or her former position, he or she shall be discharged from all employment, with the notification required by Article 26.A. of the Collective

Bargaining Agreement. The employee may appeal the discharge pursuant to Article 26.B. The employee's failure to perform the requirements of the new position at an acceptable level shall be deemed grounds for discharge from all employment with just cause. Should it be proven, at the conclusion of the proceedings provided for in Article 26, that the discharge was without just cause, the employee shall be returned to his or her new position.

- 6. There shall be no double transfers, in which a position formerly held by a transferring employee is filled with another transferring employee.
- 7. This policy supplements, and does not replace, Article 9.B. of the Collective Bargaining Agreement. It shall only apply to permanent job openings and permanent vacancies in the unit.
- 8. An employee on a particular step who is transferred or promoted to a position within the Department that has a different pay scale will be placed on the new pay scale at the same step he or she occupied on the previous pay scale.

ARTICLE 11 - HOURS OF WORK/TIMEKEEPING

The Union acknowledges and approves the employer's election of a 7(k) exemption as allowed by the Fair Labor Standards Act.

A. Patrol 7(k) Exemption

The Sheriff's Administration and Union will work together on a schedule. Parameters include: consecutive days off, no split schedules, and four (4) week notice for schedule changes.

ARTICLE 12 - OVERTIME

- 1. The Employer and the Union agree that the intent of this provision is bargaining unit employees will be offered overtime before part-time employees within that department are offered overtime. Overtime will be offered first to bargaining unit employees when:
 - A. Management is aware of a vacancy four (4) hours in advance;
 - B. There is no contract exception;
 - C. Management reserves the right to use temporary non-bargaining unit employees for absences of a full-time employee of two (2) weeks or more duration, from the first day of absence;
 - D. Doing so will satisfy any applicable statutory or requirements.
- 2. A patrol 7(k) exempt employee who works more than eighty (80) hours in one bi-weekly pay period shall be paid time and one-half for every hour worked in excess of eighty (80) hours within each pay period, except where said pay in any way impairs the employer's 7(k) election.

It will be within the County's entire discretion to determine the number of hours an employee may-work in excess of regularly scheduled shifts, based on operational needs and safety of the public and employees.

- 3. Employees may swap part or all of shifts, subject to the above policy, and provided management's approval is obtained. This must be done within same pay period.
- 4. All overtime (hours worked at a time and 1/2 rate) must be approved in advance by the Sheriff, or Chief Deputy. Any employee that works overtime must document the date and time of the overtime, the reason for the overtime, the date and time of approval, and who approved the overtime.
- 5. The County reserves the right to offer any vacancy (s) of scheduled shift (s) to non-bargaining unit employees after first offering the shift to bargaining unit employees.

ARTICLE 12.1-OVERTIME CONVERSION TO COMPENSATORY TIME

An employee may choose to convert overtime at one (1) and one half (1/2) times to compensatory time not to exceed forty (40) hours. Those who choose to convert overtime to compensatory time will be able to roll over a maximum of twenty-four (24) hours into the new calendar year. All other compensatory time that is not used within the calendar year will be paid out at the end of the year. This time off will follow the sick and vacation time notice requirements (see Article 14).

ARTICLE 13 - UNPAID LEAVES OF ABSENCE

Any employee desiring a leave of absence shall request such leave in writing to his immediate non-bargaining unit supervisor at least fourteen (14) days in advance of such need. The Employer will be required to act upon the leave request in a reasonable amount of time but at least forty-eight (48) hours prior to the commencement of the leave. The maximum leave of absence shall be ninety (90) days and may be extended to a similar period at the discretion of the Employer. During the period of absence, the employee shall not engage in gainful employment except as specifically approved by the Sheriff because of unusual circumstances such as, but not limited to, a death in the immediate family. Such leave shall be without pay.

Any employee desiring a medical leave of absence shall fall under the Family Medical Leave Act. For any questions regarding FMLA, or to apply for a medical leave, see Human Resources.

In the event an employee is elected or appointed to Union office, he shall be granted a one (1) year leave of absence without pay.

Employees on leave of absence may continue to participate in the employer's medical insurance plan at his own expense unless the leave is granted under the Family Medical Leave Act. During the leave of absence, the employee shall receive no benefits except seniority previously accrued.

ARTICLE 14 - PAID LEAVES OF ABSENCE

A. PARTIAL VESTING OF PAID LEAVE PREVIOUSLY EARNED

(Applicable to Employees Hired before April 1, 2018)

- 1. Paid time off ("PTO") is abolished, except as specified hereinafter with respect to the banking of certain PTO that has accrued on or before March 31, 2018. Paid leave accruing on and after April 1, 2018 shall take the form of Vacation Leave, Holiday Leave, Sick Leave, and Converted Leave.
- 2. With respect to unused paid leave that has accrued as of March 31, 2018:
 - a. The County agrees that the employee's hours of unused PTO or Holiday Leave that accrued between November 1, 2013 and March 31, 2018 will be banked in hours and, upon separation in good standing, the employee shall receive compensation at the following rate:
- i.) for all employees -- 100% (full), to be paid at the separating employee's March 1, 2018 hourly pay rate.
 - b. The County agrees that all paid leave accrued on or before October 31, 2013 will be banked in hours and treated as follows upon separation:
- i.) The County agrees that, with respect to his or her unused banked hours of Personal Leave on the books as of October 31, 2013, upon separation in good standing, an employee shall receive compensation at the following rates:
 - aa.) an employee with fewer than ten (10) years of service as of

October 31, 2013 -- no compensation;

- bb.) an employee with ten (10) years of service as of October 31, 2013 50% (one half), to be paid at the separating employee's March 1, 2018 hourly pay rate;
- cc.) an employee with fifteen (15) years of service as of October 31, 2013 -- 75% (three quarters), to be paid at the separating employee's March 1, 2018 hourly pay rate; and
- dd.) an employee with twenty (20) years of service as of October 31, 2013 -- 100% (full), to be paid at the separating employee's March 1, 2018 hourly pay rate.
- ee.) Any hours of accrued Personal Leave for which no compensation is payable by the County upon separation under aa, bb, cc, or dd will be credited to the affected employee's new Sick Leave account established and governed by Paragraph D herein below.
- ii.) The County agrees that, with respect to his or her banked hours of unused Vacation Leave and Holiday Leave on the books as of October 31, 2013, upon separation in good standing, an employee shall receive compensation at the following rate:
 - aa.) for all employees employed as of October 31, 2013 -- 100% (full), to be paid at the separating employee's March 1, 2018 hourly pay rate.
 - c.) The hours of paid leave banked in accordance with paragraphs a and b hereinabove with respect to each employee shall be called Banked Time. All Banked Time may be used by the

Employee in accordance with the rules governing Annual Vacation Leave (B.5. below) or the rules governing Sick Leave (D Below). Each employee's Banked Time and each employee's March 1, 2018 hourly rate of compensation, are as shown on Banking Schedule A.

B. EARNED PAID LEAVE

Effective January 1, 2021, employees in the State of Maine are entitled to receive up to forty (40) hours of Earned Paid Leave (EPL) per calendar year. This is required of all newly negotiated collective bargaining agreements signed after this date. Earned Paid Leave (EPL) applies to all full-time, part-time, and per diem employees. Pursuant to this article, unit members can annually utilize up to forty (40) hours of their vacation time for the purposes permitted under the EPL law. Any such vacation time utilized by the employee for EPL purposes shall be counted towards the employee's annual permitted use of EPL and shall not entitle the employee to any additional paid time. Upon completion of 120 days of continuous employment, employees are entitled to use up to forty (40) hours of vacation leave as Earned Paid Leave. This leave may be used for any reason including: emergency, illness, sudden necessity, or planned vacation. Vacation and sick time requests must follow the policies listed below in section C and E. In addition, under this law, employees have the option to carry over forty (40) hours of vacation leave by converting unused vacation time to Converted time (the county allows for up to 100 hours to be converted which exceeds the minimum requirement).

C. ANNUAL VACATION LEAVE

1.) Annual Vacation Leave is credited to each employee on January 1 of each calendar year. Vacation leave is based on years of service with the County:

<u>Period of Employment</u>	<u>Annual Leave</u>
0-60 Months Completed	96 Hours
61-120 Months Completed	132 Hours
121-180 Months Completed	156 Hours
181-240 Months Completed	192 Hours
Over 240 Months Completed	228 Hours

2) Vacation leave for new employees will be prorated in accordance with the table below. Upon completion of 120 days of continuous employment, an employee may use up to forty (40) hours of vacation time under the Earned Paid Leave (EPL) Law. (See Section B) The remaining balance of vacation time may be used upon completion of six (6) months of employment.

Date of Hire:	Annual Vacation Leave:
January	96 hours
February	88 hours
March	80 hours
April	72 hours
May	64 hours
June	56 hours
July	48 hours

August40 hoursSeptember32 hoursOctober24 hoursNovember16 hoursDecember8 hours

- 3) While Annual Vacation Leave is granted with the intent of permitting an employee the opportunity to be away from his or her job, it must at the same time be scheduled so as not to interfere with normal Sheriff's Department operations.
- 4) No Annual Vacation Leave will be carried over from one calendar year to the next calendar year. Any Annual Vacation Leave credited on January 1 and not used by December 31 will be lost, without compensation therefore. On or before November 30 with prior written notice to the County, an employee may cash out 40 hours of accrued current Annual Vacation Leave in December of each year, paid by the County at the employee's rate of pay at the time of the cash out. In December of each year, with two weeks prior written notice to the County, an employee may convert up to 100 hours of current Annual Vacation Leave to Converted Leave, which shall be governed by paragraph F below.
- 5) The following provisions shall govern the requesting and granting of Vacation Leave:

All requests for Vacation Leave must be submitted at least four weeks in advance. While vacation leave is granted with the intent of permitting an employee the opportunity to be away from his or her job, it must at the same time be scheduled so as not to interfere with normal county department operations. Scheduling in advance will allow the department to find replacements. The County will seek replacements first by attempting to schedule utility employees; second, by offering the vacancy to full-time employees within the department; and third, by offering the vacancy to part-time employees.

Conflicts arising from simultaneous requests for time off during the same period will be resolved by seniority. Once the County has informed an employee that the requested day or days off will be scheduled, the time off is guaranteed and will not be rescinded, even if a more senior employee subsequently requests time off on the same day or days.

- 6) Except as provided herein, the decision of the Sheriff as to Annual Vacation Leave scheduling is final.
- 7.) Management shall inform employees on a monthly basis of the unused Annual Vacation Leave t that is available for present use and the Annual Vacation Leave that has accrued and been banked for use the following year.

D. HOLIDAY LEAVE

- 1) The County recognizes the following holidays: New Year's Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
- 2) Employees who work a holiday will be paid two (2) times their regular hourly rate for all hours worked.

- 3) Employees who are scheduled off on a holiday and who do not work on that day will receive eight (8) hours pay at their regular hourly rate for that day.
- 4) Employees who are scheduled to work the holiday, but take the day off will receive their regular hourly rate for each hour scheduled.
- 5) Employees will receive four (4) hours per month to be used as floating holidays with no carryover permitted from one calendar year to the next. Any Holiday Leave not taken prior to the end of the calendar year shall be paid to the employee at their regular rate of pay.

E. SICK LEAVE

- 1) Full time employees shall earn Sick Leave at the rate of one (1) day per month, a day being eight (8) hours, from the date of their initial employment. Temporary disability due to pregnancy shall be treated as Sick Leave. The County may require a doctor's certificate for the use of Sick Leave after three (3) consecutive days of absence. Such certification shall be paid for by the County. The County, at its own expense, may request a medical doctor's certificate for absence at any time it suspects abuse of Sick Leave. Sick Leave is defined as being for personal illness, medical appointments, or immediate family member (as defined below) illness.
- 2) Employees may be eligible for leave under the Maine Medical Family Leave Act or Family Medical Leave Act. Contact Human Resources to verify eligibility or to apply for medical leave.
- 3) An employee shall be granted up to five (5) work days per calendar year to be deducted from sick leave if the employee is needed to attend to the medical needs of an immediate family member who is ill unless the employee is taking leave under the Maine Medical Family Leave Act or Family Medical Leave Act. Immediate family shall mean the spouse, children, and parents of the employee residing in the household of the employee.
- 4.) Sick leave accruing under paragraph 1 above is capped at 480 non-vested hours. Once the cap has been reached, no sick leave shall accrue. At the time of separation, no compensation will be paid by the County with respect to the separating employee's unused sick leave.
- 5.) Sick leave will be counted as hours worked when calculating overtime for a maximum of three (3) days (not to exceed thirty (30) hours) per calendar year.

F. CASH OUT OF BANKED PAID LEAVE

In the month of December of every succeeding year, an employee may cash out 100 hours of Banked Time that has been banked pursuant to paragraph A above. Any such cash out of more than 100 hours of paid leave in December must receive the prior approval of the Commissioners. All hours of paid leave that are cashed out pursuant to this paragraph E shall be paid by the County at the employee's March 1, 2018 pay rate or, with respect to an employee hired after March 1, 2018, at the employee's date of hire pay rate.

G. CONVERTED LEAVE

- 1.) Vacation Leave converted to Converted Leave pursuant to paragraph B.4 shall be treated as follows:
 - a) Converted Leave may be used by the employee in accordance with the rules governing Earned Paid Leave (section B above).
 - b) Converted Leave is capped at 100 hours total and no Converted Leave that would exceed the employee's cap of 100 total hours shall accrue.
 - c) Converted Leave is not vested and no compensation for an employee's unused Converted Leave shall be paid at the time of the employee's separation from County employment.

H. TRANSFER OF SICK LEAVE TIME

An employee with a minimum of two hundred (200) hours of Sick Leave, who wishes to transfer Sick Leave to another employee to be used for current illness, may do so by requesting in memo form delivered to the Chief Deputy. The request to transfer the Sick Leave time shall include the amount of Sick Leave time to be transferred, up to a maximum of forty (40) hours, and the specific employee the Sick Leave time is to be transferred to. An employee may also transfer any, up to 40 hours of Converted Leave to another employee to be used illness under the same provisions as Sick Leave above.

I. MILTARY LEAVE

An employee may be granted up to fourteen (14) days per year for regular active duty military training to be taken either as Annual Vacation Leave or unpaid leave. Whether such leave is taken as Annual Vacation Leave or unpaid leave is at the employee's discretion. Requests for military leave shall be made in advance of need in writing.

J. JURY DUTY

Whereas jury duty leave may be required of an employee, the difference between the jury duty payment and the wages will be made by the County.

K. BEREAVEMENT LEAVE

- 1. The County will grant bereavement leave for a period up to three (3) calendar days meaning that the employee will be paid at their regular rate for whatever hours the employee is scheduled to work that calendar day, per event, for the death of a mother, father, spouse, son, daughter, brother, or sister. The County will also grant leave up to a period of three (3) calendar days, per event, for the death of a son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparent, stepchild, grandfather, grandmother, or grandchild.
- 2.) The County will grant bereavement leave for a period of up to two (2) calendar days (as outlined above), per event, for the death of an aunt, uncle, niece, or nephew. The County will grant bereavement leave for a period of up to two (2) calendar days (as outline above), per event, for the death of any other person living in the employee's personal household.

Use of bereavement leave must be taken at the time of death with the exception of one day if needed for a spring internment.

ARTICLE 15 - WAGES

- A.) The County agrees to increases in the employees' wages as follows:
 - 1) Fifteen percent (15%) for the contract year July 1, 2022 to June 30, 2023
 - 2) Four percent (4%) per hour for the contract year July 1, 2023 to June 30, 2024.
 - 3) Four percent (4%) per hour for the contract year July 1, 2024 to June 30, 2025
 - 4) An additional five percent (5%) has been applied to the wage schedule in FY23 for the promotion from Patrol to Detective to allow for distinction between position levels. This five (5%) percent differential will continue for the duration of the contract.
 - 5) An additional five percent (5%) has been applied to the wage schedule in FY23 for the promotion from Detective to Sergeant to allow for distinction between position levels. This five (5%) percent differential will continue for the duration of the contract.

The new wage scales are attached hereto as APPENDIX B, Wage Schedule.

- B.) On-call pay. So long as a patrol deputy is scheduled by the Sheriff or Chief Deputy to be on call, he or she shall receive an additional \$500 annual stipend, payable in two equal installments the first on July 1ST and the second on December 1ST. Once that deputy is no longer scheduled to be on call, that stipend shall cease. Recognizing the importance to the County's public safety of a timely response to any call for service arising during a period no patrol deputy is scheduled to work, a patrol deputy scheduled to be on call shall make himself or herself readily available during the on call period to be contacted and called out.
- C.) An employee who voluntarily leaves the employ of the Sheriff's Department bargaining unit is good standing, but within two (2) years from the date of employment ceased subsequently is reemployed by the Department, will be placed on the same step of the salary scale he was at the time such employment ceased. An employee on a particular step who is transferred or promoted to a position within the Department that has a different pay scale will be placed on the new pay scale at the same step he or she occupied on the previous pay scale.
- D.) With regard to any other benefit or contract provisions, an employee will be considered as a new employee effective the date reemployment begins. Newly-hired or re-hired employee shall be placed on a pay step equivalent to the employee's years of prior full-time service, up to step eleven (11) of the pay scale, but only if that employee is fully certified and qualified for the position without additional training at the employer's expense. This provision shall apply to wages, only, and no other employee benefits of any kind.

ARTICLE 16 PERSONAL EFFECTS

Including, but not limited to the following; watches, dentures, rings, and glasses that are damaged in the line of duty and not covered by personal insurance shall be replaced or reimbursed, at the Employer's option, to a maximum of \$200.00 per item with an annual maximum of \$400.00 per employee. The maximum for eyeglasses shall be \$200.00. Employees must turn in to the Employer, the damaged item in order to receive reimbursement or replacement.

ARTICLE 17 - CALL BACK

Employees who are called back to work shall be guaranteed two (2) hours pay at time and one-half (1-1/2) their regular rate. Call back time shall be time outside one half hour before the beginning of, or one half hour after the end of, a shift.

ARTICLE 18 - COURT TIME PAY

Any employee required to appear in court in his official capacity on a scheduled day off or during nonduty hours, shall receive his regular rate of pay for hours so spent. The minimum pay shall be for four (4) hours. In order for an employee to be paid for court time, he must sign the court register.

ARTICLE 19 - INSURANCE, RETIREMENT, AND FLEXIBLE BENEFITS

A. Health Insurance

A comparable health insurance plan to the Maine Municipal Employees Health Trust (MMEHT) POS C plan, will be paid by the employer for all eligible employees at the employee's request. The employer will pay the full cost for the individual employee coverage. The employer will pay an additional \$348 per month to the MMEHT for any employee enrolled in an employee and spouse, employee and child(ren) or family plan (employee, spouse and children). The County also agrees to offer the MMEHT health insurance plans PPO 1500 and PPO 500. An employee electing to enroll in the PPO 1500 or PPO 500 plan, will receive the difference in the cost between the single subscriber POS C premium and the selected plan in flex dollars. Employees have the option to pay additional for family coverage through payroll deduction. Employees may join the health insurance program within the first sixty days of employment. Coverage, if selected, is not effective until the first day of the calendar month, after the 60-day waiting period. Any full-time employee who can provide proof of comparable health insurance shall receive a monthly credit in flexible benefit dollars equal to 70% of the premium of a single subscriber as determined by the Franklin County Commissioners.

B. Flexible Benefit Plan

The purpose of the flexible benefit plan for employee benefits is to provide County-employees with the opportunity to select the benefit package that best meets their needs.

1. In addition to any monthly benefit dollars payable under Paragraph A above, the County agrees to pay each employee the following monthly benefit dollars:

Flexible Benefit Dollars: \$275.00

The employee shall upon notice posted by the County, make their flexible benefit selections for the ensuing year, by allocating their benefit dollars to the program(s) of their choice. Employees shall make their selections from the following insurance programs: family medical coverage, employee and children medical coverage, dependent or supplemental life insurance, dental insurance plan, vision insurance plan, and income protection plan as currently administered by the Maine Municipal Association Health Trust; and a Public Employee 457 Deferred Compensation Plan.

- 2. Employees who are eligible for and participate in Maine Municipal Association Health Trust administered programs (e.g., Life Insurance and Income Protection) must comply with all MMA program rules and guidelines. Employees should refer to their enrollment guides for detailed information. Employer's contribution to any MMA Health Trust plan shall be payable when due,
- 3. Employees who choose to participate in a 457 Deferred Compensation Retirement Plan must meet all plan guidelines as set forth by the plan provider. Employees shall be responsible for federal and State contribution limitations. Employer's contribution to 457 Plan shall be payable at the end of the month, prorated for days employed. Employees may change their investment selections once a quarter.
- 4. The County shall allow employees to make changes to their flexible benefit plan annually during the month of November except as otherwise required by the program in question. Any other request for flexible benefit plan changes must meet MMA Health Trusts program rules and requirements. (Please see your MMA Health Trust Plan, for portability, special enrollments, and qualifying events.)

C. Worker's Compensation

- 1. The Employer agrees to cooperate toward the prompt settlement of employee on the job injury claims when such claims are due and owing as required by law. The Employer shall provide Worker's Compensation protection for all employees, even though not required by State Law or the equivalent thereof, if the injury arose out or in the course of employment.
- 2. In the event that an employee is injured on the job, the Employer shall pay such employee his day's guarantee for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his regular shift that day. An employee who has returned to his required duties after sustaining a compensable injury and who is required by the Worker's Compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time.

D. Retirement

- 1. Employees shall enroll in Maine PERS at the "Special Plan #3C" level effective January I', 2014.
- 2. The Employer is not required to contribute towards the cost of past service or an employee's "buyback" of years of service. The Employer's sole obligation shall be the payment of the Employer's contribution rate shown on APPENDIX C, as adjusted from time to time by MPERS.

ARTICLE 20 - MILEAGE

When a deputy is on patrol, the Employer will agree to provide a police cruiser or the maximum I.R.S. allowable rate before withholding if he is required by the Employer to use his own personal vehicle. However, a cruiser must be used when one is available.

ARTICLE 21 - UNIFORMS

- A. The uniform for employees will be that provided by the Employer. Items of clothing not provided by the employer will be at the employee's discretion provided that such clothing is reasonable and does not interfere in any way with the employee's work.
- B. The uniform that will be provided by the Employer for full time patrol deputies is as follows:
 - 1. (3) short sleeve shirts, (1) winter/summer combination jacket, (3) pair slacks, (1) raincoat, (3) long sleeve shirts, (1) winter fur hat, (2) name tags, (2) ties, (1) tie clasp, (2) collar brass, magazine carrier, handcuff holders, side arm, flashlight with power source, gun belt and holster, keepers and handcuffs, summer hat, whistle and chain, summer jacket, soft body armor.
 - 2. Full time patrol deputies will be provided with one (1) pair of boots and one (1) pair of winter gloves.
 - 3. The plain clothes officer will be paid a \$600 stipend, \$300 by January 15th and \$300 by July 15th of each year.
 - 4. Soft body armor will be replaced at the manufacturer's recommended intervals. Each employee is responsible for notifying the employer when the vest needs to be replaced.
- C. Uniform shall be replaced on an as needed basis as determined by the Sheriff. Before receiving a new uniform item, the worn out or damaged items shall be turned in. Safety equipment shall be replaced as needed.
 - E. When leaving the employ of the Employer, all Employer provided uniform items shall be turned into the Sheriff by the employee. The Employer shall be entitled to withhold any benefits for unpaid salary until said uniform items are returned.

F.

ARTICLE 22 - TRAINING

- A. During the term of this Agreement, each employee will receive at least the minimum training as required by law and at the Employer's discretion.
- B. Any employee assigned to work related schooling or training will be paid at the applicable hourly rate for all hours of said training or schooling. No employee shall receive more than one (1) regular day's pay for each calendar day of training.

C. Any employee required to travel in his own vehicle to and from any training program or school, shall be reimbursed for travel mileage at the established rate in addition to meals as follows:

Breakfast - up to \$7.50 per day Lunch - up to \$10.00 per day Dinner - up to \$17.50 per day

Reasonable lodging and tolls shall be paid by the employer through County credit card and EZPass or similar means.

The employee shall submit receipts to the Sheriff for expenses actually incurred. This reimbursement shall apply only when an employee stays at the actual training or school site, or an Employer approved alternate site, or is thirty (30) miles or more from the County line. When an employee is on a special assignment within the thirty (30) mile radius, reasonable meal allowances will be paid with the approval of the Sheriff.

When notice of a training school or instructor training to be made to employees is received by the Sheriff, the Sheriff or his designee shall post a notice for ten (10) days. Employees may express their interest in attendance at any appropriate training school. The Sheriff shall select from the applicants for the approved schools based on departmental needs, the employees' qualifications, and the evaluation of the relevance of the training offered. The decision of the Sheriff as to who will attend a particular training session is final.

*All in-service training and staff meetings shall be for a minimum of two (2) hours duration and shall be compensated at one and one-half (1/2) of the regular rate. In-service training shall mean training provided locally and consisting of less than one (1) day.

ARTICLE 23 — SPECIAL DETAILS

The Employer agrees that the regular employees shall have first preference to all special duties or assignments which come under the Employer's jurisdiction and where a police presence is requested and a third party payer will be paying, or reimbursing the employer for the entire cost of the services provided. Full-time employees who work on any such special police duty or assignment shall be paid at their applicable over-time rate with a guaranteed minimum of not less than four (4) hours for each assignment. Any employee working a special detail may not have a paid personal day if he does not work his regularly scheduled shift within twenty-four (24) hours prior to beginning or after the end of said detail.

ARTICLE 24 — PROBATIONARY PERIOD

A. Maine Criminal Justice Academy (MCJA) Graduates

Employees that have graduated from MCJA or received a waiver, shall serve a probationary period of (12) twelve months commencing the first day of hire.

B. Non MCJA Graduates

The probationary period for employees who are hired and have not graduated from MCJA. Full time academy shall be from the date of hire to twelve (12) months after completion of the MCJA full time academy.

C. Completion of the Probationary Period

After successful completion of the probationary period, the time worked will be considered in computing seniority.

ARTICLE 25 EMPLOYEE RIGHTS

To insure that any internal investigation of any employee of a non-criminal nature assigned to an internal affairs investigator by the Sheriff will be conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the department, the following rules of procedure shall be established:

- *Before any witnesses (excluding the complainant) are interviewed in regards to any employee's conduct, the employee being investigated shall be made aware of the investigation.
- *As much as possible, the interview will be conducted in and at a reasonable time, taking into consideration the working hours of the employee, and the investigator shall advise the employee that an official investigation is being conducted. The investigating officer shall inform the employee of the nature of the alleged conduct, which is the subject matter of the investigation. Unless circumstances require anonymity, the complainant shall be identified. If it is known that the employee is being interviewed as a witness only, he shall be so informed.
- *The interview shall be conducted with the maximum amount of confidentiality possible by both parties.
- *The interview of an employee suspected of violating departmental rules and regulations shall be limited to questions which are directly related to the employee's involvement in the alleged violation.
- *The interview may not be conducted by more than two (2) interviewers at one time.
- *If an employee is under arrest or is likely to be, that is, if the employee is a suspect, or the target of a criminal investigation being conducted by the Franklin County Sheriff's Department, the employee shall be afforded all rights granted under such circumstances to any other person.
- *Any employee being investigated for criminal offenses may have an attorney present at any time during the interview. The employee shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney and/or the Union under these circumstances.
- *Any and all investigations shall be conducted without unreasonable delay, and the employee shall be advised of the final outcome of the investigation, within twenty (20) working days of the initiation of the investigation. If for any reason, the investigation cannot be concluded within the time limit, the employee being investigated shall be given an explanation of the delay and be advised of the outcome as soon as the investigation is completed.

*If the results of an investigation against an employee prove that the charges are unfounded, then it shall be so noted in the final report of the investigation.

*Any employee suspended for investigative reasons shall receive his or her regular weekly pay.

ARTICLE 26 - DISCHARGE AND SUSPENSION

- A. The Employer shall not discipline nor suspend any employee nor discharge any deputy during his term without just cause. The Employer must notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Steward and a copy mailed to the Local Union office within one (1) working day from the effective date of the discharge or suspension.
- B. A discharged or suspended employee must advise his Local Union in writing, within five (5) working days after receiving notification of such action against him of his desire to appeal the action. Notice of appeal from discharge or suspension must be made to the Sheriff in writing in the form provided in Appendix A. within ten (10) days from the date of discharge or suspension. Within three (3) days of receipt of the appeal, the Sheriff shall meet with the appellant and/or his representative to discuss the appeal. Within five (5) days of such meeting, the Sheriff shall render his decision. The appeal shall then be further processed as provided in Article 4, D.E, F, G. and H.
- C. A discharged employee must be paid for all hours actually worked, any hours that employee would have worked but for the employee's suspension with pay, and any compensation payable under Article 14 the employee earned when an employee in good standing.
- D. Should it be proven that the discharge or suspension was without just cause, he shall be entitled to any remedy awarded by the arbitrator that is available by law and is consistent with the term of this agreement.
- E. An employee on probationary status shall not be entitled to the provisions of this Agreement.
- F. Disciplinary action against an employee for minor infractions, those less than suspendable shall become inactive for the sake of progressive discipline purposes after eighteen (18) months if there is no reoccurrence of an infraction within that time period. Disciplinary action against an employee for major infractions, those of a suspendable nature, shall become inactive for the sake of progressive discipline purposes after four (4) years if there is no reoccurrence of an infraction within that time period.

ARTICLE 27 - FITNESS BENEFIT

The employer will pay \$265 directly to a qualified physical fitness facility to be applied towards the fee for membership of a requesting employee at that facility. If the employee has passed the fitness test and submitted the completed PFT form attached hereto as Appendix B two weeks prior to the expiration of his or her annual membership, the employer will pay \$265 towards the membership renewal fee for the following year. An employee may instead elect to be reimbursed for in-home gym equipment up to the amount of \$265. A current Military Fitness Test shall qualify as satisfying the PFT/Gym reimbursement provisions of this article.

ARTICLE 28 - PRISONER TRANSPORT

Prisoner transport as used in this article refers to the transportation of person(s) in custody out of the county to or from medical or psychological facilities, state institutions, other courts, other counties, and medical, dental or psychological appointments. This does not include the transportation of person(s) in custody from point of arrest to the detention center, from the detention center to court, from the court to the detention center, or to and from medical, dental or psychological appointments and facilities within the county.

- A. Normally one (1) officer will be used to transport one (1) prisoner in a cruiser when:
 - 1. The prisoner has no known history of .violent behavior or mental disease.
 - 2. The prisoner and the transporting officer are of the same sex.
- B. Normally two (2) officers will be used to transport prisoners when:
 - 1. The prisoner has a history of violence or mental disease.
 - 2. The prisoner and the transporting officer are of the opposite sex.

The on duty supervisor will decide when the second officer is necessary, using the above guidelines.

C. Two (2) officers may be used to transport when there is more than one (1) prisoner in the vehicle and in the judgment of the chief deputy or his designee, two (2) officers are necessary.

ARTICLE 29 - JOB DESCRIPTIONS

- A. Should the employer change any of the current job descriptions, the Union shall have the right to request and obtain copies of job specifications, descriptions, work sheets, assignments and any other data pertaining to the content, procedures and application of the job changes. The Union shall pay the actual cost of reproducing the document.
 - B. The employer will bargain the impact of the changes in the job descriptions.

ARTICLE 30 - LIE DETECTOR TESTS

Except as required by State law, the Employer shall not require, request or suggest that an employee take a polygraph or any other form of lie detector test. Further, the employer shall not be required to allow an employee to take a polygraph or any other form of lie detector test.

ARTICLE 31 - DEFECTIVE EQUIPMENT

A. The employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition and equipped with safety appliances prescribed by law.

- B. Any employee shall immediately, or at the end of his shift, report all accidents and defects of equipment to his immediate non-unit supervisor. Such reports shall be made on a suitable form furnished by the employer and shall be made in multiple copies, one copy to be retained by the employee.
- C. The employer shall have final decision as to whether a vehicle is safe for use.
- D. The use of cruisers by employees shall continue in accordance with Employer policy.

ARTICLE 32 - SANITARY CONDITIONS

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water and with toilet facilities, unless otherwise mutually agreed.

ARTICLE 33 - INDIVIDUAL CONTRACTS

The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the term and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE 34 - NON-DISCRIMINATION

- A. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, handicap or age nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, handicap or age unless a bona fide occupational qualification.
- B. The use of male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

ARTICLE 35 - SUB-CONTRACTING I MANAGEMENT RIGHTS

It is expressly understood by the Union that management retains all rights necessary to carry out the functions of the employer and its Sheriff's Department, including the right to determine methods, means, personnel and policies and procedures by which departmental operations are to be conducted, and the right to contract out for services. The right to contract out for services shall not be used to undermine the Union, unless the subcontracting provides a more economical or efficient operation.

ARTICLE 36 - AVAILABILITY OF AGREEMENT

The Employer shall furnish each present employee with a copy of the Agreement. Such Agreement shall be furnished to new employees upon the completion of the probationary period.

ARTICLE 37 - SAVINGS AND SEPARABILITY

- A. If any Section of this Agreement should be held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Section shall not be affected.
- B. In the event that any Section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into immediate negotiations after receipt of written notice of the desired amendments by the affected party. Such notice shall be received by the opposite party not later than ten (10) days after the decision referred to in sub-section A. above.

ARTICLE 38 - DURATION

This Agreement shall be effective upon signing by the F.O.P. Lodge #400 and delivery to the Commissioners (except where expressly retroactive) and continue in effect until June 30, 2025.

Agreed to by the undersigned;			
FRANKLIN COUNTY COMMISSIONERS			
SIGNED	DATE		
SIGNED	DATE		
SIGNED	DATE		

THE FRATERNAL ORDER OF POLICE, LODGE 400

SIGNED DATE

SIGNED DATE

SIGNED DATE

APPENDIX A	A	
GRIEVANCE	REPORT	
DATE OF AL	LEGED VIOLATION:	
SECTION CC	ONTRACT VIOLATED:	
DETAILS:		
ADJUSTMEN	NT REQUESTED:	
INFORMAL S	STEP: (Non-Bargaining Unit Supervisor)	
DATE: _		
SIGNED:		
	STEWARD/GRIEVANT	NON-UNIT SUPERVISOR
STEP 1		
DATE:		
SIGNED:		
	STEWARD/GRIEVANT	SHERIFF
STEP 2		
DATE:		
SIGNED:		
	FRANKLIN COUNTY COMMISSIONER	UNION REPRESENTATI

APPENDIX B

Wage Schedule

<u>Patrol</u>

Year	FY 23 Rate	FY 24 Rate	FY 25 Rate
		(effective July 1, 2023)	(effective July 1, 2024)
1	\$25.93	\$26.97	\$28.05
2	\$26.06	\$27.10	\$28.19
3	\$26.19	\$27.23	\$28.32
4	\$26.32	\$27.38	\$28.47
5	\$26.45	\$27.51	\$28.61
6	\$26.59	\$27.65	\$28.76
7	\$26.70	\$27.77	\$28.88
8	\$26.85	\$27.93	\$29.04
9	\$26.99	\$28.07	\$29.19
10	\$27.09	\$28.18	\$29.30
11	\$27.73	\$28.84	\$29.99

<u>Detective</u>

Year	FY 23 Rate	FY 24 Rate (effective	FY 25 Rate (effective
		July 1, 2023)	July 1, 2024)
1	\$27.23	\$28.32	\$29.45
2	\$27.36	\$28.46	\$29.59
3	\$27.49	\$28.59	\$29.74
4	\$27.64	\$28.75	\$29.90
5	\$27.77	\$28.88	\$30.04
6	\$27.92	\$29.03	\$30.20
7	\$28.04	\$29.16	\$30.33
8	\$28.20	\$29.32	\$30.50
9	\$28.34	\$29.47	\$30.65
10	\$28.45	\$29.59	\$30.77
11	\$29.11	\$30.28	\$31.49

<u>Sergeant</u>

Year	FY 23 Rate	FY 24 Rate	FY 25 Rate
		(effective July 1, 2023)	(effective July 1, 2024)
1	\$28.59	\$29.74	\$30.92
2	\$28.73	\$29.88	\$31.07
3	\$28.87	\$30.02	\$31.23
4	\$29.02	\$30.18	\$31.39
5	\$29.16	\$30.33	\$31.54
6	\$29.31	\$30.49	\$31.71
7	\$29.44	\$30.62	\$31.84
8	\$29.60	\$30.79	\$32.02
9	\$29.76	\$30.95	\$32.19
10	\$29.87	\$31.07	\$32.31
11	\$30.57	\$31.79	\$33.06