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## ARTICLE 1- PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, M.R S A, Section 961 through 974, 1969, as amended), the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale and to promote effective efficient operations

## ARTICLE 2 - RECOGNITION

The Employer recognizes the Fraternal Order of Police Thomas F. Malloy Lodge 7 Kennebec County Deputies and will be referred to herein as the FOP Lodge 7, as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, and other conditions of employment for all its eligible employees within the bargaining unit of the Employer, as determined in accordance with the Municipal-Public Employees Labor Relations Act. The Kennebec County Deputies shall consist of the following: Patrol Deputies, Patrol Sergeants, Detectives, Maine Revenue Services, Transport Deputies and Transport Sergeant. The provisions of this contract do not apply to an employee who is temporary, seasonal, or on-call.

## ARTICLE 2A - PROBATION STATUS

A new full-time law enforcement employee shall serve a probationary period as set forth in State Law, which runs one year from the date of graduation from the Maine Criminal Justice Academy, Basic Law Enforcement Training. If an employee has been hired who does not need to attend a basic law enforcement training the one- year probationary period shall begin on the date of hire. During this probationary period the employee may be discharged without just cause. However, said probationary employee is entitled to all other benefits of this contract.

Non-law enforcement employees will serve a six-month probationary period from the date of hire into the bargaining unit.

## ARTICLE 3 - ACCESS TO PREMISES

Authorized agents of the FOP Lodge 7 shall have access to the employer's establishment during working hours for the purpose of adjusting disputes, investing working conditions, collection of dues and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Employer's working schedule. As a matter of courtesy, the authorized agent(s) shall report to the appropriate department head or his/her designee.

## ARTICLE 4- BONDS

Should the Employer require an employee to give bond, the premium shall be paid by the Employer. The primary obligation to procure the bond shall be on the Employer.

## ARTICLE 5 - BULLETIN BOARDS

The Employer agrees to provide suitable space for and maintain a bulletin board for each bargaining unit. The FOP Lodge 7 shall limit its use of the bulletin board to official business, such as meeting notices and FOP Lodge 7 bulletins.

## ARTICLE 6 - COMPENSATION CLAIMS

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 Workers Compensation protection for all employees, if the injury arose out of or in the course of employment.

In the event that an employee is injured on the job, the Employer shall pay such employee ~~his/her~~ their day's guarantee for that day lost because of such injury. Any 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 on that day. An employee who has returned to his regular duties after sustaining a compensable injury, and who is required by the Workers Compensation doctor to receive additional medical treatment during his regularly scheduled working hours, shall receive his regular hourly rate of pay for such time. While an employee is out on workers compensation leave, no sick or vacation time shall accrue.

### Section 1 Extra Hazardous injuries

Employees covered by this Agreement who are injured on the job while performing extra-hazardous duties, shall receive their regular weeks pay from the County. Any compensation paid by or payable under the Workers Compensation Act while an incapacity exists and until they are either placed on disability retirement or return to active duty, shall be turned over to the County. Absence because of such injuries shall not be charged to accumulated sick leave.

Extra-Hazardous injuries shall be defined as follows:

- a. Injuries sustained while pursuing, apprehending, arresting, or detaining subjects.

- b. Injuries incurred during the official operation of a police motor vehicle in emergency situations.
- c. Injuries incurred while standing in a roadway directing traffic, provided the officer has not unreasonably neglected to wear safety equipment provided the officer when available.
- d. Injuries sustained while actively engaged in suppressing riots insurrections, and similar civil disturbances.
- e. Injuries sustained in any other authorized situations in which the officer, because ~~he is~~ they are a police officer, is exposed to extra-hazardous conditions not confronted by the average Kennebec County employee.

#### ARTICLE 7- VEHICLES

The County shall provide a vehicle to all personnel whose position requires a vehicle to be assigned to them. The County shall pay for fuel and costs for maintenance and repairs of said vehicles. It will be the responsibility of the employees assigned to the vehicle to maintain the vehicle in good operating condition. Vehicles may not be used during any activities that involve a commercial enterprise not associated with county business.

The County shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition. Employees shall, immediately at the beginning of their shift, report all defects of equipment on a suitable form furnished by the County, and it shall be in multiple copies, one (1) copy to be retained by the employee. The Sheriff or designee, upon receiving written notice of defective equipment shall immediately investigate, to determine if a defect exists, and if so, shall immediately repair said equipment if the defect prevents safe operation of the equipment. Minor defects will be repaired in a reasonable period of time. In the event an employee disagrees with management's decision, the vehicle shall be inspected at a licensed motor vehicle inspection station by a qualified person. If, at this time, it is determined the vehicle is unsafe; it shall not be used until the defect is corrected.

#### ARTICLE 8- INVESTIGATION OF POLICE MISCONDUCT

Employees of the Kennebec County Sheriff's Office hold a unique status as public officers and the security of the County and its citizens depend to a great extent upon the manner in which members of the Office perform their many duties of contract, and relationships with the public. An investigation of such duties and relationships will be made by superior officers designated by the Sheriff or other competent authority. To ensure that such investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual

rights of each member of the Office, the following rules of procedure are established.

- A To the extent possible, the investigatory interview will be conducted at a reasonable time taking into consideration the working hours of the member and the legitimate interest to the department. The officer conducting the investigatory interview shall advise the member that an official investigation is being conducted. The investigating officer shall inform the member of the nature of the alleged conduct which is the subject matter of the investigatory interview and, unless circumstances warrant anonymity, shall identify the complainant. If it is known that the member is participating in the investigatory interview as a witness only, ~~he~~they shall be so informed.
- B In any case in which a Deputy Sheriff or clerk has been identified as a suspect in a criminal investigation; the matter shall be forwarded for investigation to an impartial law enforcement or prosecuting agency.
- C The ~~interrogation~~interview shall be conducted with as much confidentiality as possible. The ~~interrogation~~interview of a member suspected of violating department rules and regulations shall be limited to questions which are directly, narrowly and specifically related to the member's performance as it relates to the alleged violation.
- D In all cases in which a member is participating in an investigatory interview concerning a serious violation of departmental rules and regulations which, if proven, would be likely to result in his removal from the department, and where the same can be accomplished without unreasonably delaying or impeding the investigation, ~~he~~they shall be afforded, if requested, a reasonable opportunity and facilities to contact and consult privately with an attorney of ~~his~~their choosing, and/or a representative of the FOP Lodge 7, before participating in an investigatory interview and ~~his~~their attorney, and/or representative of the FOP Lodge 7 may be present during the investigatory interview, but may not participate in the investigatory interview except to counsel the member.
- E The investigation will be conducted without un-reasonable delay and the member will be advised of the investigation results.
- F. In any case where a member is questioned and there is a possibility that discipline may result the member shall be afforded Weingarten Rights.

## ARTICLE 9 - DISCHARGE OR SUSPENSION

### Section 1 - Personnel Files

- A Insofar as permitted by law all personnel records shall be confidential and shall not be released to any person other than officials of the department and other county or legal representatives, including, but not limited to the County Commissioners of the County except with the written consent of the employee.
- B Upon request, a member shall have the right to inspect ~~his~~their official personal record. Inspection shall be during regular business hours and shall be conducted under the supervision of the department. A member shall have the right to make duplicate copies for ~~his~~their own use. No records shall be withheld from a member's inspection. A member shall have a right to have added to his personnel file a written refutation of any material which ~~he~~they considers detrimental.
- C No written reprimand which has not previously been the subject of a hearing shall be placed in a member's personnel file unless the member is first given the opportunity to see and initial a copy of the reprimand. Within five (5) days thereafter, the member may file a written reply. If the Sheriff thereafter places the written reprimand in the member's personnel file, ~~he~~the Sheriff shall also include the reply.

### Section 2

The County shall not discipline any employee (except probationary) without just cause. In all cases involving the discharge or suspension without pay of an employee, the County must immediately notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the President, and a copy mailed to the Local FOP Lodge 7 Office within one (1) working day from the time of the discharge or suspension.

Counseling shall not be considered discipline and shall not be grievable as discipline.

Prior to a suspension or discharge a Loudermill hearing shall be conducted.

The parties recognize that a "Loudermill" hearing is not one involving a burden of proof on the part of management. It is an opportunity prior to the imposition of discipline, for the affected employee, or his representative, to present additional facts, excuses or explanations to management prior to the effective action.

### Section 3

Any employee discharged must be paid in full for all wages owed him by the County, including earned vacation pay and time due if any, excluding sick time Article 19 within a reasonable amount of time from the date of the discharge.



#### Section 4

A discharged or suspended employee must advise his President in writing, within five (5) working days after receiving notification of such action against ~~him~~them, of their desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the County in writing within ten (10) calendar days from the date of the discharge or suspension.

#### Section 5

Should it be proven that an injustice has been done a discharged or suspended employee, they shall be fully reinstated in their position and compensated at their usual rate of pay for lost work opportunity. Lost work opportunity shall be considered normally scheduled working hours and the employees overtime averaged over twelve months. This shall not include special details or call backs. If the FOP Lodge 7 and the County are unable to agree as to the settlement of the case, then it may be referred to the grievance process as set forth in ARTICLE 11, within ten (10) days after the above notice of appeal is given to the County.

#### Section 6

Discipline placed into an employees personnel file will remain active for a period of (12) twelve months. During this (12) twelve- month period said discipline may be used for the purposes of progressive discipline.

Verbal and/or written “counseling” shall not be considered discipline.

Suspension for “Just Cause” may be used for purposes of progressive discipline and shall be removed upon written request of the employee after (12) twelve months unless a similar violation occurs within the (12) twelve month period, then both violations shall remain in the employees personnel file for a period of (3) three years and then shall be removed upon written request of the employee.

Upon conviction(s) of a class D, E, crime, any discipline applied as a result of said conviction(s) shall remain in the employees personnel file. Employees with unfounded criminal, civil, and/or administrative charges shall have all records pertaining to those exonerated charges expunged from their personnel file.

#### Section 7

No employee may be suspended or discharged if the county fails to follow the contracted requirements for investigation of police misconduct where the basis for discipline is merely a violation of county rules or orders.

Employees may be suspended or discharged if they are guilty of an independently committed offense that disqualifies them from service as law enforcement officers, so long as the

contractual error does not create the disqualification.

Employees who violate the internal affairs procedure may be subject to discipline.

#### Section 8

Employees may be placed on administrative leave during an investigation if their presence could impede or compromise the investigation, the investigation may result in criminal charges, or the alleged conduct mandates dismissal if sustained.

Any employee placed on leave pending the outcome of an investigation or under suspension may be required to turn in their county issued weapons, badge cell phone and vehicle to the Sheriff.

### ARTICLE 10 - EXAMINATIONS

#### Section 1

Physical, mental or other examinations required by the Employer, shall be promptly complied with by all employees, provided however, the Employer shall pay for all such examinations. If the examination is scheduled during working hours, the Employer shall allow release without loss of wages to the employee. Time spent at the examination shall be considered time worked. If the examination occurs during working hours the employee shall return to work upon conclusion of the examination.

#### Section 2

The Employer reserves the right to select its own physician or healthcare provider. and the FOP Lodge 7 may, if it believes an injustice has been done an employee, have said employee re-examined at the FOP Lodge 7's expense. In the event of a disagreement between the physician selected by the Employer and the physician selected by the FOP Lodge 7, the Employer and the FOP Lodge 7 physicians shall together select a third (3rd) physician within thirty (30) days. That opinion shall be final.

### ARTICLE 11 - GRIEVANCE PROCEDURE

#### Section 1

A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding, or dispute, which may arise under the interpretation or application of this Agreement. Any grievance arising between the Employer and the FOP Lodge 7, or an employee represented by the FOP Lodge 7, shall be settled in the following manner:

#### Step 1

The aggrieved employee(s) must present the grievance to the FOP Lodge 7 President, or FOP Lodge 7 Vice-President within five (5) working days after knowledge of the grievance or the reason for the grievance has occurred, except no time limit shall apply in case of violation of wage provisions of this Agreement.

The FOP Lodge President and/or the employee shall present the grievance in writing and take up said grievance first with the Law Enforcement ~~Captain~~Lieutenant. If the President and or the employee with the Law Enforcement ~~Captain~~Lieutenant have not resolved the grievance within five (5) working days after the meeting between the grievant, President and Law Enforcement ~~Captain~~Lieutenant, the President and or the employee shall submit such grievance in writing to the Sheriff or chief deputy.

If the President and/or employee with the Sheriff or his designee have not resolved the grievance within five (5) working days after the meeting between the grievant, President and the Sheriff, the President and/or employee shall submit such grievance in writing to the FOP Lodge 7 Executive Board.

#### Step 2

The FOP Lodge 7 Executive Board shall file written notice of the grievance with the County Commissioners office within ten (10) working days after the written response from the Sheriff. The FOP Lodge 7 President with employee shall then take the matter up with the County Commissioners. Within fifteen (15) working days after the meeting, the County Commissioners shall render a decision on the grievance.

#### Step 3

In the event that the decision of the Employer as rendered pursuant to Step 2 hereof, is not acceptable to the FOP Lodge 7, the FOP Lodge 7 may, within seven (7) working days, file a request with the Maine Board of Arbitration and Conciliation for arbitration of the grievance.

#### Step 4

The decision of the Arbitrator(s) shall be final and binding on the parties, and the Arbitrator(s) shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and final argument. In the event an employee processes the grievance on ~~his~~their own, all employees' expenses shall be borne by the employee.

Expenses for the Arbitrator's services and the proceeding shall be borne equally by the Employer and the FOP Lodge 7, except when the employee processes his own grievance. 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 a record to be made, providing it pays for the record and makes copies available without charge to the party and to the Arbitrator(s).

Section 2.

The FOP Lodge 7 or its authorized representative shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individuals whose pay is in dispute or records pertaining to a specific grievance.

Section 3

The time limits for the processing of grievances may be extended by written consent of both parties

Section 4

Should the Employer feel aggrieved as the result of the interpretation or application by the FOP Lodge 7 of any provision in this Agreement, the Employer may seek adjustment of said grievance in the foregoing manner, except that the procedure may be initiated at Step 2.

Section 5

In the event of a grievance settlement that awards an unearned monetary award said award does not set any precedent for the future unless the Board of Commissioners has been notified, in writing, and approves the proposed settlement.

ARTICLE 11 A – GRIEVANCE PROCEDURE RESULTING FROM DISCIPLINE

Section 1

A grievance in this section is hereby jointly defined to be any disagreement resulting from discipline that imposed suspension, demotion or termination.

Any grievance arising from an employee represented by the FOP Lodge 7, shall be settled in the following manner:

Step 1

The aggrieved employee(s) must present the grievance to the FOP Lodge 7 President, or FOP Lodge 7 Vice-President within five (5) working days after knowledge of the grievance or the reason for the grievance has occurred.

In the event the discipline was imposed by an officer below the Sheriff, the FOP Lodge President and/or the employee shall present the grievance in writing and take up said grievance first with the Sheriff.

The written complaint shall contain the following information:

1. The name and position of the affected employee.
2. A clear and concise statement of the grievance.
3. The issue or issues involved.
4. The relief sought.
5. The date the incident or violation took place.
6. The specific section or sections alleged to have been violated.

If the President and/or employee with the Sheriff or his designee have not resolved the grievance within five (5) working days after the meeting between the grievant, President and the Sheriff, the President and/or employee shall submit such grievance in writing to the FOP Lodge 7 Executive Board.

#### Step 2

The FOP Lodge 7 Executive Board shall file written notice of the grievance with the County Commissioners office within ten (10) working days after the written response from the Sheriff. The FOP Lodge 7 President with the employee shall then take the matter up with the County Commissioners. Within fifteen (15) working days after the meeting, the County Commissioners shall render a decision on the grievance.

#### Step 3

In the event that the decision of the Employer as rendered pursuant to Step 2 hereof, is not acceptable to the FOP Lodge 7, the FOP Lodge 7 may, within seven (7) working days, file a request with the Maine Board of Arbitration and Conciliation for arbitration of the grievance.

#### Step 4

The decision of the Arbitrator(s) shall be final and binding on the parties, and the Arbitrator(s) shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and final argument. In the event an employee processes the grievance on his-their own, all employees' expenses shall be borne by the employee.

Expenses for the Arbitrator's services and the proceeding shall be borne equally by the Employer and the FOP Lodge 7, except when the employee processes his-their own grievance. 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 a record to be made, providing it pays for the record and makes copies available without charge to the party and to the Arbitrator(s).

#### Section 2

The FOP Lodge 7 or its authorized representative shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individuals whose pay is

in dispute or records pertaining to a specific grievance.

### Section 3

The time limits for the processing of grievances may be extended by written consent of both parties.

## ARTICLE 12 - IDENTIFICATION FEE

Should the County require employees to carry or record full personal identification, such requirements shall be complied with by the employees. The cost of such personal identification shall be borne by the County.

## ARTICLE 13 - LEAVE BENEFITS

- A Leaves of absence may be authorized for an employee up to one (1) year, if the Sheriff and the Commissioners approve. A leave of absence may be requested for, but not limited to, medical reasons, care of an immediate family member or to further the employee's education. Leave may not be granted for the purpose of engaging in a private business.
- B While an employee is on an authorized leave of absence the employee does not accrue seniority or benefits.
- C The County Commissioners and Sheriff shall have the right to fill the vacated position only during the length of the leave of absence with a qualified temporary employee.
- D When an employee returns from leave of absence, he or she shall assume ~~his or her~~ their former status as a full- time employee.
- E Persons returning from leave of absence shall be entitled to previous service counting toward benefits.
- F. Employees taking a leave of absence under the provisions of the Family Medical Leave Act (FMLA) may use up to a month of accrued leave before taking Family Medical Leave. Any leave used after that month shall be used concurrently with family medical leave.

## ARTICLE 14 - LIE DETECTOR TEST

The County may request, but shall not require, that an employee take a polygraph or any other form of lie detector test.

## ARTICLE 15 - MAINTENANCE OF STANDARDS

### Section 1 - Protection of Conditions

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, benefits, and general working conditions, and other monetary matters, shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement. And the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bonafide errors made by the Employer or the FOP Lodge 7 in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date of error discovery. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

### Section 2 - Extra Contract Agreements

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

### Section 3 - Status Quo

Wages, rates of pay, or any other matter requiring appropriations of money shall remain at status quo during the term of this Agreement.

## ARTICLE 16 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

The County retains all rights and authority to manage and direct its employees and to determine work-shift assignments, except as otherwise specifically provided in this Agreement. The FOP Lodge 7 acknowledges the right of the Employer to make such reasonable rules and regulations concerning the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement. Two (2) copies of any departmental Rules changes to be provided to the FOP Lodge 7 Secretary.

## ARTICLE 17 - SANITARY CONDITIONS

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water, with toilet facilities, unless otherwise mutually agreed. Said washrooms do not have to be maintained for exclusive use of employees.

## ARTICLE 18 - SENIORITY

### Section 1

Seniority for the purpose of this agreement shall be interpreted to mean length of continuous service by classification within the division and shall be a major factor in all matters affecting lay-offs, recall, vacation preference, and shift preference. Shift preference shall mean pick of assigned shift by classification and division by seniority, as a start up basis. Afterward, bid by seniority shall only occur when an opening exists. The employee's anniversary date for purposes of salary adjustments shall be their hire date or promotion date.

### Section 2

In the event it becomes necessary for the employer to lay-off employees for any reason, employees shall be laid off in the inverse order of their seniority, by unit with bumping rights, subject to the ability to perform the job (without technical retraining), within the unit. For the purposes of Article 18 Section 2 the law enforcement division shall include the following units; Patrol, Criminal Investigations, MDEA and Maine Revenue Service. The Transport Division shall include all transport deputies. ~~The records division shall include all records clerks.~~ All affected employees shall receive a two (2) calendar week advance notice of lay-off, and the Employer shall meet with the affected employees prior to the actual occurrence of lay-off. Employees shall be recalled from layoff according to their seniority within the division. No new employees shall be hired until all employees on lay-off status within the division have been afforded recall notices.

### Section 3

The seniority list shall be brought up-to-date on January 1st of every year and forward a copy of same the FOP Lodge 7. Any objection to the seniority list, as posted must be reported to the employer within ten (10) days from the date posted or it shall stand as accepted.

### Section 4

All job openings and or vacancies shall be posted by the employer. This provision shall also apply to temporary job openings that are likely to last thirty (30) or more calendar days. The employee shall be responsible to keep the County notified or his current mailing and email



address. The employer shall send a recall notice by certified mail to the last known address. If the employee on lay-off status does not report to work within two (2) weeks from receipt of certified mail, the employee has forfeited recall rights.

## Section 5

The employer may, at the beginning of employment, hire a new employee with appropriate experience at a level of pay and benefits higher than that of starting pay for patrol deputies. ~~and clerks.~~

Such new employees shall not be placed at a higher level for purposes of seniority, under Article 18 or elsewhere.

Based upon standards adopted by the employer in advance of hiring, the employer may hire an employee and assign that employee years of service for purposes of vacation time and benefits which take into appropriate account the years of service in another law enforcement agency in comparable employment.

Lateral entry will be determined on a case by case basis. Level and depth of experience and training will be evaluated to determine the appropriate entry level. Years of service will not be the sole determinant for the level of lateral entry.

This clause does not create any rights for any unit member or individual accepting lateral entry. Previous or subsequent determinations shall not set any precedent for any employee. Salary and benefits may not exceed the level set in the county/ FOP Lodge 7 contract.

All lateral entries shall be evaluated and approved prior to hire by the sheriff and county administrator.

## Section 6

If a person holding a higher grade voluntarily resigns that grade and reverts to the lower grade or if a person is involuntarily demoted to a lower grade while on probation, that deputy shall maintain their seniority. If a person is involuntarily demoted to a lower grade, and is not on probation, that person will revert back to seniority prior to promotion.

## Section 7

Employees who have left the unit for another position within the county may return to the unit without loss of seniority. Previous time served in the unit shall determine the seniority of they employee.

This does not apply to employees who have left county service. The other lateral entry provisions may apply to employees returning after leaving county service.

Employees requesting to return to the unit from a non-unit position may return based on the

availability of a position. Returning employees may not bump into any position.

If the employees have previously completed their probationary period for the position ~~the~~they return to they will not serve an additional probationary period.

A. Except for the provisions in the section all other lateral entry provisions in Article 16 Section 5 shall apply

B. Time served in the unit shall be applicable for the determination of seniority.

C. Calculation of benefits shall be determined by the time of full-time county employment. This may be different than unit seniority.

D. Seniority for shift-pick and promotion calculation will be based on Unit seniority.

E. A new application and a Sergeants test will be required for an employee returning to a Sergeants position if the length of time spent in the position from which the employee is returning is 3 (three) years or longer.

Returning employees must return in “good standing”. Employees terminated from the non-unit position have no rights under this section.

#### ARTICLE 19 - SEPARATION FROM EMPLOYMENT

In all cases of voluntary separation, employees shall provide the County with a written notice of intent to terminate employment at least ten (10) working days in advance of the last actual day worked. All accrued time will be paid to an employee who submits the aforementioned notice. Upon separation, the employee shall return all issued equipment, and clothing to the Sheriff or his designee. In the event of separation due to performance problems, the accrued time shall not include sick pay. For this section, performance problems do not include absenteeism that is the direct result of a medical condition.

#### ARTICLE 20 - SUB-CONTRACTING

Both the FOP Lodge 7 and the County agree that the County may either subcontract or contract to meet their necessary work requirements, however, any subcontracting or contracting will not be done in an attempt to undermine or injure the FOP Lodge 7\_or its members. Every reasonable attempt shall be made by the County to find alternate employment for any affected employee of the County before layoff.

## ARTICLE 21 – FRATERNAL ORDER OF POLICE LODGE 7 PRESIDENT

### Section 1

The Employer recognizes the right of the FOP Lodge 7 to designate a President and Vice President. The authority of President and Vice President so designated by the FOP Lodge 7, shall be limited to, and shall not exceed, the following duties and activities:

- A The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- B The collection of dues when authorized by appropriate FOP Lodge 7 action.
- C The transmission of such messages and information which shall originate with and are authorized by the FOP Lodge 7 or its officers, provided such messages and information have been reduced to writing.

### Section 2

FOP Lodge 7 Presidents and Alternates shall not take any strike action, or any other action interrupting the Employer's business, except as authorized by official action of the FOP Lodge 7 and as authorized by law.

The Employer recognizes these limitations upon the authority of FOP Lodge 7 Presidents and their Alternates and shall not hold the FOP Lodge 7 liable for any unauthorized acts.

### Section 3

FOP Lodge 7 President or designee shall be permitted to investigate, present, and process grievances on or off the property of the Employer without loss of time or pay with the approval of the department head.

## ARTICLE 22 - ADMINISTRATIVE PERSONNEL

Administrative personnel shall not perform bargaining unit work except for emergencies, instructional purposes, and to assist bargaining unit personnel provided such work does not result in the displacement of qualified employees.

ARTICLE 23 - FOP LODGE 7 ACTIVITIES

Members of the negotiating team shall be allowed reasonable time off without loss of benefits to represent the FOP Lodge 7 on all negotiations with the County concerning the collective bargaining agreement. The President of the FOP Lodge 7 shall annually provide the County Commissioners with a list of members on the FOP Lodge 7 Negotiating Team.

ARTICLE 24 - CHECKOFF AUTHORIZATION

Section 1

The County shall deduct regular monthly dues and fees upon receipt of a signed authorization from each employee (a copy of which is to be retained by the County) and a certified statement from the Secretary-Treasurer of the FOP Lodge 7 as to the amount of dues and fees. Such authorization shall be for the life of this Agreement and shall be continued thereafter if an Agreement exists between the County and the FOP Lodge 7, unless an employee notifies the FOP Lodge 7 in writing no more than twenty (20) days and not less than ten (10) days before the expiration of the Agreement of his desire to revoke his authorization for checkoff.

Section 2

The County shall forward all such dues and fees so collected to the Treasurer of the FOP Lodge 7, before the end of each month in which deductions were made. In the event dues and fees are deducted each week, the County shall forward such dues and fees to the Treasurer of the FOP Lodge 7, within fifteen (15) days after the deductions were made.

Section 3- Delinquent Dues

Upon notification by the FOP Lodge 7 of delinquent dues or fees, the County shall deduct for delinquent dues or fees in addition to deductions for regular dues or fees.

Section 4

The FOP Lodge 7 shall indemnify and save the County harmless 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 FOP Lodge 7 pursuant to this Article.

ARTICLE 25 - CALL BACK TIME

Employees called back to work shall receive a minimum of three (3) hours pay at either straight time or overtime rate whichever is applicable for the work for which they are called back. However, if any employee is called out less than) three (3) hours prior to the beginning of ~~his/her~~ their regular shift, the employee will be paid for actual time worked, but not less than one hour at

the applicable rate.

## ARTICLE 26- JURY DUTY PAY

In the event that an employee loses all or part of his time on account of jury service, the employer shall pay such employee an amount sufficient to guarantee no loss in wages on account of such absence from work. Any jury duty pay received by the employee shall be returned to the county treasurer.

## ARTICLE 27 - BEREAVEMENT LEAVE

To provide County employees to take time off to attend to arrangements in the death of an immediate family member or to attend a funeral.

### Step 1

In the event of death in the immediate family of an employee the employee shall be granted five (5) days paid leave of absence to make household adjustments or to attend funeral services. Immediate Family is defined to include: spouse, child, step-child living in the home, parent brother, sister and domestic partner as described by Maine Statute.

### Step 2

In the event of death of, sister-in-law, brother-in-law, stepchild not living in the home, stepparents, grandparents, foster parents, parents-in-law, and ~~other~~ members of the household residing with the employee as house/roommates on a permanent basis the employee shall be granted three (3) days paid leave to make household adjustments or to attend funeral services.

### Step 3

In the event of the death of an aunt, uncle, niece, nephew, cousin, ~~parents-in-law~~, an employee shall be granted one (1) day off to attend the funeral.

### Step 4

In the event an employee desires more time, they may take vacation time or sick time with the approval of the department head.

Step 5

Bereavement leave is leave with pay and not charged to any other leave benefits.

ARTICLE 28 - NON-DISCRIMINATION

Section 1

The Employer and the FOP Lodge 7 agree not to discriminate against any individual with respect to hiring, compensation, or terms or conditions of employment based on race, color, religion, sex, sexual orientation, national origin or age or gender identity.

Section 2

The Employer and the FOP Lodge 7, agree that there will be no discrimination by the Employer or the FOP Lodge 7 against any employee because of any lawful activity and/or support of the FOP Lodge 7.

~~Section 3.~~

~~The use of male and female gender 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 29 - SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement or any Supplements or 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 Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any Supplements or Riders thereto, or the application 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 there by.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth, the parties affected thereby, shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either employer or the FOP Lodge 7, for the purpose of arriving at a mutual, satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitations of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice either

party shall be permitted all legal or economic recourses in support of its demands notwithstanding any provisions of this Agreement to the contrary.

#### ARTICLE 30- SPECIAL DETAILS

The County agrees that the full- time law enforcement employees shall have first preference to all special police duties or assignments, which come under the County jurisdiction, and where police guidance, surveillance, or presence is required. If a special detail has not been filled 10 days after being posted the detail may be filled by any law enforcement employee. If any such detail is posted with only 10 (ten) days notice of the assignment the detail will be offered based on seniority and the current schedule. Such details shall be paid at the current special detail rate of pay as adjusted by County Commissioners, with a four (4) hour minimum. Employees shall be paid by the County, which shall be reimbursed or recovered, from the sponsors.

#### ARTICLE 31 - MILEAGE ALLOTMENT

In the event an employee is required to use his or her personal vehicle for County business, said employee shall be paid twenty-five cents (.25) per mile for the use of said vehicle. In the event the County Commissioners raise the mileage allotment, the above amount will automatically be increased.

#### ARTICLE 32 - HEALTH AND SAFETY

- A The FOP Lodge 7 recognizes the right of the County to establish reasonable rules and regulations for the safe, sanitary, and efficient conduct of the County's business and reasonable penalties for the violation of such rules and regulations.
- B Proper safety devices shall be provided by the County for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used as intended
- C If a member of the unit deems his vehicle or equipment to be unsafe, he shall notify ~~his~~ their superior, who shall in turn arrange for or conduct an appropriate inspection and shall determine whether the vehicle or equipment is safe for use.
- D Any employee involved in any accident shall immediately report to ~~his~~ their immediate supervisor, said accident, as soon as practical, and (if) any physical injury sustained.

Said report will be made on a proper form provided by the County. If any physical injury has occurred the employee shall report to the county's administrative offices, as soon as practical, to complete the appropriate documentation.

- F The County is responsible for providing adequate safety protection to the employees while performing duties on behalf of the County.

### ARTICLE 33 - PROMOTIONS

Eligible bargaining unit employees shall be afforded the opportunity to apply for promotion openings within the unit. In order to be eligible to partake in a promotion process, unit employees must have served one (1) year in the division and three (3) years as a certified full-time law enforcement officer. The promotion process shall contain the following elements.

- |                           |     |
|---------------------------|-----|
| 1. Seniority              | 5%  |
| 2. Oral Board Interview   | 35% |
| 3. Performance Evaluation | 30% |
| 4. Written Test           | 30% |

Management personnel together with the employee's immediate supervisor shall conduct evaluations.

The position of detective shall be treated as a promotion. ~~commensurate with the position of sergeant, in pay/compensation only.~~

The position of sergeant or corporal is determined by the unit within the law enforcement division. Lateral transfers are based on the skills and training needed for that unit. Lateral movement is not guaranteed based on rank.

The units within the law enforcement division are the Maine Revenue Service, Criminal Investigation, Patrol, Office of Professional Review.

### ARTICLE 34 - FIREARMS QUALIFICATION

All deputies must qualify once a year as required by MCJA and shall train twice each year. Cost for said qualifications and practice shall be borne by the employer.



## ARTICLE 35 - JOB DESCRIPTIONS

### Section 1

The Employer agrees to furnish the FOP Lodge 7 with current job descriptions for each classification included in the bargaining unit. The Employer further agrees to submit any changes to the job descriptions and to discuss said changes with the FOP Lodge 7 before any changes are instituted.

### Section 2

In the event the FOP Lodge 7 does not agree with the changes, the FOP Lodge 7 may file a grievance under Step 2 of the Grievance Procedure to resolve any differences.

## ARTICLE 36 - PUBLIC LIABILITY INSURANCE

The County agrees to maintain public liability insurance for its full-time employees, equal to or better than what is currently in effect.

## ARTICLE 37- AVAILABILITY OF AGREEMENT

The Employer shall furnish each present employee with a copy of the Collective Bargaining Agreement containing the terms and conditions of their employment. The employer shall also furnish all new employees with a copy of the Collective Bargaining Agreement, upon completion of their probationary period.

## ARTICLE 38 - WORKWEEK

Law Enforcement employees shall work the following schedules:

- A Patrol Division - four (4) days on - three (3) days off (10.5) hour days
- B Transportation Officers - ~~five (5) eight (8) hour days~~ four (4) ten (10) hour days
- C ~~Records Clerk - five (5) eight (8) hour days~~

The Law Enforcement personnel will receive paid lunch breaks with the same requirements as the Corrections employees. Lunch and breaks will be paid and allowed on each shift if the employee has the time and it does not interfere with work while on breaks or lunch. The employees are subject to immediate recall back to work. All workweeks and work schedules shall be in accordance with the workweeks and work schedules listed above and will remain unchanged during the tenure of the contract. The County further agrees not to reduce the hours in the workweek for all concerned employees beyond the hours noted above.

Pick of shift to be determined by seniority (See Seniority Article 18)

#### Overtime

1. A law enforcement employee required to work in excess of forty-two (42) hours worked in any work period, shall be compensated for such time worked at the rate of one and one half (1 1/2) times the employees straight time base hourly rate of pay.
2. A ~~records~~-Transport employee required to work in excess of forty (40) hours worked in any work period, shall be compensated for such time worked at the rate of one and one half (1 1/2) times the employees straight time base hourly rate of pay.
3. ~~All overtime vacancies created within the respective departments, up to 16 shifts per month may be first offered to part time employees in accordance with conditions in Step 1. If no part time employees are available, then the shifts will be offered to full time employees, provided however:~~ No employee shall be required to work in excess of sixty (60) hours in a work period or be required or volunteer to work more than 18 hours in any one day without the consent of the division ~~Captain~~Lieutenant. This excludes a bona-fide emergency as designated by the county commissioners and/or the Sheriff.
4. Any employee being a member of a specialty team i.e. KDOT, K-9, Dive Rescue Team, Dare, requiring specific and or specialized training and qualifications, may be called to duty without following the seniority-based rotation described in Article 39 section 3. The County will maintain an active roster of qualified personnel. This applies to overtime call out only.
5. Deputies assigned a canine shall receive one half hour of pay per day for each day of the week.
6. Active Assignment Forcing

Overtime is first offered to bargaining unit members in accordance with overtime rules. If the deputy has not worked a 42- hour week, they will be paid at the overtime rate for the shift they have been forced to work. If a department head or his designee is unable to get a replacement to fill the overtime, then the employee next on the rotational list shall be ordered to fill the shift. On January 1 of each year the order in list will start with the least senior member. The next order in will be the next least senior member with subsequent order ins moving up the list until the top of the list is reached. When that occurs, we move back to the least senior

member and repeat the rotation.

## ARTICLE 39 - HEALTH INSURANCE

Insurance protection is provided by the County for all employees and their families. The employer, County, pays the full cost of an individual employee. In the event an employee elects not to take health insurance, the County shall pay the Employee an amount equal to one-half of the premium the County would pay for an individual under the plan in effect each year of the Agreement. The payment in lieu of health insurance shall occur in the last pay period of ~~the fiscal year~~ December. The employee must be employed by the county during the last pay period of ~~the fiscal year~~ December. This amount will be reduced by any amounts the County has paid for an individual during the year this option has exercised.

If an employee has individual coverage through the County and wishes to add dependent coverage, the County will pay on a formula of 20% dependent coverage to begin after the employee's anniversary date to a maximum of 60% after completion of the 5th year. After completion of the first year 20%; second year 10%; third year, 10%, fourth year 10% and fifth year 10% for a total of 60%.

Health insurance will be effective the first day of the next month after employee begins employment, not to exceed thirty (30) days. If an employee chooses to wait beyond the thirty (30) days, the employee must wait until the open enrollment date of the County to join.

After twenty (20) years of service, for employees who retire, the County will pay the full cost of individual coverage up to eighteen (18) months, thereafter, the employee may participate in the group rate plan with the employee paying 100% of the cost.

The county may offer up to three health plans. Some of the plans may offer family coverage at a lower cost to the employee. The county will contribute the cost of the current plan (2013) towards the cost of another plan that includes family coverage. If the cost of another plan is less than the current contribution by the county, this will not create a cash benefit for the employee.

The County shall make available to employees the provisions of Section 125 of the Internal Revenue Code as amended.

Employees should read their policy contract carefully to become familiar with the existing benefits, conditions, restrictions, and exclusions of said policy contract.

Plan A of the Maine Municipal Employee Health Trust Dental Benefits shall go into effect when 65% or more of the members agree to participate at the following levels:

Years of Service	County's Portion
After 6 months	20%
After 1 year	40%

After 2 years	50%
After 3 years	60%

The County agrees to payroll deduct the employee’s contribution to the dental plan and forward it to the Maine Municipal Association. The FOP Lodge 7 agrees to allow the Employer to change insurance carriers provided that the new coverage is equal to or better than the current level of coverage, provided that the FOP Lodge 7 is able to review and accept said coverage prior to any change by the Employer.

ARTICLE 40 - EMPLOYEE BENEFITS

Retirement benefits are provided by the County through the following programs:

- 1      MainePERS
- ~~2      VOYA Retirement System~~
- ~~3      Mass Mutual~~
- 4      ICMA
- 5     or any other plan offered

The cost is shared by both the County and the employee. The County's share of the cost is 9.62% when the employees participates 6.5%. This does not include MainePERS. The employer and employee match are set by the retirement system.

Employees hired after the start date of this contract who elect an alternative plan other than MainePERS may only receive a county match equal to the employer match of the MainePERS plan.

Employees must make the election to join MainePERS at the time of hire.

The County agrees to make an automatic deduction from the employee’s paycheck during each payroll period.

Participation in the Retirement System is voluntary for all full-time employees. The benefits provided will be as established by the plan chosen by the employee, depending on the individual's choice of retirement plan.

The parties agree that the vesting provisions of the county retirement plans are increased from three (3) years to five (5) years for members hired after 1/1/2007. This provision does not apply to the vesting requirements imposed by the Maine State Retirement System.

Sign up for the plans (with the exception of Maine State Retirement) will take place September 1 through September 30 of each year.

Employees who choose not to sign up for a retirement plan in September will have to wait until

the following September to sign up. MainePERS will remain available to all full-time employees at time of hire.

The employer shall make its share of the retirement contribution based on the number of hours worked but not to exceed fifty-two (52) hours for employees working a forty-two (42) hour schedule and fifty (50) hours for employees working a forty (40) hour schedule. MainePERS contributions are excluded from this provision.

#### MAINE STATE RETIREMENT (MainePERS)

Employees currently enrolled and all future enrollees in MainePERS will be provided coverage under the 2C plan.

#### FICA

Old Age and Survivor Benefits under the Federal Social Security Act are provided by the county, to all employees. The cost will be shared jointly by the employee and the County.

Employee deductions will be made in each payroll period in accordance with the law. Benefits shall be established by Federal legislation.

#### Workers' Compensation

Workers' Compensation insurance is provided by the County, the costs of which are paid by the County. Benefits shall be established by State legislation.

During the prescribed waiting period for Workers' Compensation, an employee may request and receive sick leave pay. After receipt of Workers' Compensation claims, an employee will reimburse the money equal to every hour of sick leave taken. If the complaint is denied, the employee's use of sick leave will be charged to accumulated sick leave.

#### Income Protection Plan

Effective with this agreement the employees shall pay the cost of any county provided income protection plan. (Note: This section was adopted in the 2004 – 2006 agreement)

### ARTICLE 41 - HOLIDAYS

#### Holiday Leave

The following holidays are observed by the County:

New Year's Day  
Martin Luther King Day  
Presidents Day  
Patriot's Day  
Memorial Day

Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day

Independence Day  
Labor Day

Personal Day\*

\*To be scheduled (5) working days in advance with the approval of the Chief Deputy, Law Enforcement ~~Captain~~Lieutenant, or Sheriff's designee.

Additionally, any day the Governor, President or County Commissioners declare as a holiday. When any one of the above holidays falls on a Sunday, the Monday following shall be observed as a holiday. When any one of the above holidays falls on a Saturday, the preceding Friday shall be observed as a holiday.

Employees who are required to work on a designated holiday shall have the option of receiving an additional days pay or of taking a vacation day at another time with the approval of the department head.

#### ARTICLE 42 - VACATIONS

Full-time regular employees shall earn paid vacation time based upon continuous service in accordance with the following schedule: Vacation time shall be calculated at the end of each month at a rate of:

Continuous Years of Service	
<u>After 6 months</u>	<u>42 hours</u>
<del>0-6</del> through end of 2 Years	84 hours
3 through end of 5 years	105 hours
6 through end of 14 years	157.5 hours
15 years <del>and over</del> <u>thru the end of 19 years-</u>	— 210 hours
<u>20 years and over</u>	<u>252 hours</u>

Carry-Over: Five vacation days may be carried over each year.

Buy-Back: After five (5) years of employment, employees who have accumulated 42 hours of vacation plus a personal day may cash in up to 168 hours including the personal day and carryover days.

Vacation Leave may be awarded at the start of the employee's anniversary date. If an employee uses vacation leave and terminates employment before the monthly accrual equals the time used for leave the employee shall reimburse the county for the difference in wages and benefits.

Note If four (4) days taken after six (6) months, the four (4) days count against the eight (8) days for the first year of service.

## ARTICLE 43 - SICK LEAVE

County employees shall be entitled to paid leave for personal illness medical appointments or illness in the employees \*immediate family. Sick leave shall be calculated at the end of each month at a rate of:

### Continuous Years of Service

Zero (0) through the end of two (2) years .50 days per month = six (6) days per year

Three (3) through the end of eight (8) years .834 days per month = ten (10) days per year

Nine (9) and over 1.00 days per month = twelve (12) days per year

Upon separation of employment in good standing, an employee will receive 100% of a maximum of thirty (30) days accumulated sick leave if the employee has accumulated the - maximum.

No accumulation in separation benefit will be paid during the probation period.

Once an employee has accumulated the thirty (30) days (sick leave bank), any excess sick leave will be cashed in at 100% straight time in the second pay- period in December.

\* Immediate family is defined as: (spouse, parent, child, or others with the approval of the Sheriff)

## ARTICLE 44 - PERSONAL EFFECTS ALLOWANCE

Employees shall be reimbursed for the replacement cost of personal effects required in the performance of assigned duties that are damaged or destroyed during, or as a direct result of in the performance of duty, provided that such damage or destruction and satisfactory evidence therefore shall be reported within forty-eight (48) hours of actual knowledge thereof and provided that the damage or destruction is not covered by personal insurance. Personal effects will be reimbursed up to three hundred dollars (\$300.00) per year per each individual employee. The employee shall provide management with a list of personal effects covered under this article. Items must be approved by the department head.

## ARTICLE 45- MILITARY LEAVE

Full-time regular employees who are members of the uniformed services will be granted a leave of absence, vacation pay or leave without pay, when ordered to active duty for training. After ten days, the employee may have the option of using vacation leave or time without pay. Such employees will receive their normal pay while on military leave, not to exceed ten (10) working days per fiscal year, and shall accrue sick and annual leave and seniority during such periods of absence not exceeding seventeen (17) days. All military duty must be authorized by the Governor or under the provisions of the National Defense Act. Employees on military leave exceeding 30 days will return all county property as defined in policy before reporting for military service.

The county will follow the Uniformed Services Employment and Reemployment Rights Act (USERRA) for all full-time regular employees who are members of the uniformed services.

## ARTICLE 46 - UNIFORMS

Law Enforcement Employees shall receive an annual clothing allowance of \$725 in FY ~~1420~~, \$725 in FY ~~15~~ and ~~21~~ and \$725 in FY ~~16~~22. All uniforms and equipment purchased shall remain the property of Kennebec County. Any employee who terminates or is terminated from ~~his her~~ their employment shall be responsible to return said uniforms to the division ~~Captain~~ Lieutenant. The County shall be entitled to withhold any benefits or unpaid salaries until said uniforms are returned. The above includes any equipment issued by the County, with the exception of footwear.

All non-uniform purchases shall be pre-approved by the sheriff or chief deputy. Non-uniform purchases shall not include undergarments, clothing with logos.

## ARTICLE 47 - COURT TIME

Any employee covered by this Agreement, who is required in the course of duty to attend a federal or state court proceeding, or other formal hearings, before an administrative agency of the state, outside ~~his or her~~ their regular shift, shall receive a minimum of (4) four hours at time and one-half (1 1/2), and any hours over (4) four hours are paid at the rate of time and one-half (1 1/2). Any court or witness fees received from the court shall be turned over to the County Treasurer.



## ARTICLE 48- WAGES

### See Appendix A

#### Educational incentives

45 cents in 2004 thereafter 50 cents per hour for an Associates of Science in Criminal Justice, Public Administration, Business Administration, Sociology or Psychology (Applied Sciences) and Associate of the Arts from an accredited college or university

or

60 cents in 2004 thereafter 80 cents per hour for Bachelor of Science in Criminal Justice, Public Administration, Business Administration, Sociology or Psychology (Applied Sciences) from an accredited college or university. Copies of completed degrees and transcripts must be provided to the County before payment will be made under this section.

or

1.00 dollar per hour for Masters of Science in Criminal Justice, Public Administration, Business Administration, Sociology or Psychology (Applied Sciences) from an accredited college or university. Copies of completed degrees and transcripts must be provided to the County before payment will be made under this section.

The county may institute a bi-weekly payroll schedule for all county employees. Employees will be given a thirty-day notice of any change to the payroll schedule.

## ARTICLE 49 - USE OF COUNTY PROPERTY OR FUNDS

No County property or funds may be used for anything other than official County business, unless specifically authorized by the County Commissioners. Members of the Sheriff's Office who are issued county vehicles, may use those vehicles for personal business within the County. Personal travel in County vehicles outside of Kennebec County is prohibited except as authorized by the Sheriff or his designee.

County vehicles may not be used when an employee is on leave. All county property, as defined in policy when leave exceeds 30 days will be returned to the county. No employee shall operate any county vehicle under the influence of any substance that can impair judgment.

When an employee is using a County vehicle for any purpose, the employee must notify dispatch by radio by signing ON, and signing OFF. While operating a County owned marked law

enforcement vehicle the deputy must have with ~~him them his or her their~~ county identification, badge and weapon.

ARTICLE 50 - DURATION OF THE AGREEMENT

This agreement shall be effective as of July 1, ~~2016~~2019, and shall remain in full force and effect until June 30, ~~2019~~2022. Agreement shall be automatically renewed succeeding one (1) year periods unless either party shall notify the other to re-negotiate at least sixty days prior to June 30, ~~2019~~2022, if wages, rights of pay, or other matters requiring appropriations of money by the County are to be negotiated.

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, ~~2017~~2020.

FOR THE COUNTY OF KENNEBEC

FOR THE FRATERNAL ORDER OF  
POLICE THOMAS F. MALLOY LODGE 7  
KENNEBEC COUNTY DEPUTIES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

APPENDIX B

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
KENNEBEC COUNTY  
AND  
THE STATE OF MAINE – MAINE REVENUE SERVICES

Kennebec County has a contractual agreement with the State of Maine to provide investigative services for Maine Revenue Services (MRS). The deputies assigned to and working under the conditions of the MRS contract understand that many of the conditions in the Collective Bargaining Agreement (CBA) negotiated with the Fraternal Order of Police Lodge 7 (FOP) are offered through the contract with Maine Revenue Services, however some working conditions are different. Accepting to work under the MRS contract is acceptance of the modified working conditions. In any dispute the MRS contract will prevail.

It is the employee's responsibility to understand these conditions before accepting an assignment to the MRS division.

- Hours of work are outlined in the MRS contract.
- The MRS contract has a separate wage scale.
- Vacation, sick, holidays and other leave are governed by the CBA with the FOP.
- Employee will undergo a background check as outlined by the MRS contract.

Signed: \_\_\_\_\_  
Robert Devlin, County Administrator

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Fraternal Order of Police Lodge #7

Date: \_\_\_\_\_



**AGREEMENT BETWEEN KENNEBEC COUNTY**

**AND**

**FRATERNAL ORDER OF POLICE THOMAS F. MALLOY LODGE 7 KENNEBEC  
COUNTY DEPUTIES**

**FOR THE KENNEBEC COUNTY DEPUTIES AND RECORD CLERKS**

**LAW ENFORCEMENT UNIT**

*July 1, 2019 – June 30, 2022*

<b>Transport Deputies</b>				
Step Increases			3%	3%
Step	Years	Year 1	Year 2	Year 3
1	1	\$18.00	\$18.54	\$19.10
2	2	\$18.45	\$19.00	\$19.57
3	3	\$18.91	\$19.48	\$20.06
4	4	\$19.38	\$19.96	\$20.56
5	5	\$19.87	\$20.47	\$21.08
6	6	\$20.37	\$20.98	\$21.61
7	7	\$20.88	\$21.51	\$22.15
8	8	\$21.40	\$22.04	\$22.70
9	9	\$21.94	\$22.60	\$23.28
10	10	\$22.49	\$23.16	\$23.86
11	11	\$23.05	\$23.74	\$24.45
12	12	\$23.62	\$24.33	\$25.06

<b>Patrol Deputies Wage Scale</b>				
Step Increases			3%	3%
Step	Years	YEAR 1	YEAR 2	YEAR 3
E	GP	\$19.00	\$19.57	\$20.16
1	1	\$20.25	\$20.86	\$21.48
2	2	\$20.76	\$21.38	\$22.02
3	3	\$21.28	\$21.91	\$22.57
4	4	\$21.81	\$22.46	\$23.14
5	5	\$22.35	\$23.02	\$23.71
6	6	\$22.91	\$23.60	\$24.31
7	7	\$23.48	\$24.19	\$24.91
8	8	\$24.07	\$24.79	\$25.54
9	9	\$24.67	\$25.41	\$26.18
10	10	\$25.29	\$26.05	\$26.83
11	11	\$25.92	\$26.70	\$27.50
12	12	\$26.57	\$27.37	\$28.19

<b>Detectives Wage Scale</b>				
Step Increases			3%	3%
Step	Years	YEAR 1	YEAR 2	YEAR 3
1	1	\$22.26	\$22.93	\$23.62
2	2	\$22.82	\$23.50	\$24.21
3	3	\$23.39	\$24.09	\$24.81
4	4	\$23.97	\$24.69	\$25.43
5	5	\$24.57	\$25.31	\$26.07
6	6	\$25.19	\$25.95	\$26.72
7	7	\$25.81	\$26.58	\$27.38
8	8	\$26.46	\$27.25	\$28.07
9	9	\$27.12	\$27.93	\$28.77
10	10	\$27.80	\$28.63	\$29.49
11	11	\$28.49	\$29.34	\$30.23
12	12	\$29.21	\$30.09	\$30.99

<b>Patrol Sergeants Wage Scale</b>				
Step Increases			3%	3%
Step	Years	Year 1	Year 2	Year 2
1	1	\$24.49	\$25.22	\$25.98
2	2	\$25.10	\$25.85	\$26.63
3	3	\$25.73	\$26.50	\$27.30
4	4	\$26.37	\$27.16	\$27.98
5	5	\$27.03	\$27.84	\$28.68
6	6	\$27.70	\$28.53	\$29.39
7	7	\$28.40	\$29.25	\$30.13
8	8	\$29.11	\$29.98	\$30.88
9	9	\$29.83	\$30.72	\$31.65
10	10	\$30.58	\$31.50	\$32.44
11	11	\$31.34	\$32.28	\$33.25
12	12	\$32.13	\$33.09	\$34.09

<b>Det. Sergeant &amp; SSgt Wage Scale</b>				
Step Increases			3%	3%
Step	Years	Year 1	Year 2	Year 3
1	1	\$25.22	\$25.98	\$26.76
2	2	\$25.85	\$26.63	\$27.42
3	3	\$26.50	\$27.30	\$28.11
4	4	\$27.16	\$27.97	\$28.81
5	5	\$27.84	\$28.68	\$29.54
6	6	\$28.54	\$29.40	\$30.28
7	7	\$29.25	\$30.13	\$31.03
8	8	\$29.98	\$30.88	\$31.81
9	9	\$30.73	\$31.65	\$32.60
10	10	\$31.50	\$32.45	\$33.42
11	11	\$32.29	\$33.26	\$34.26
12	12	\$33.10	\$34.09	\$35.12

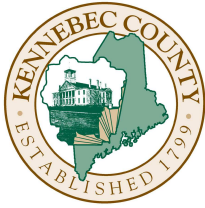
Longevity is based on years of service at the Kennebec Sheriff's Office. Longevity is on base pay, starts on anniversary date and is not cumulative

Year 4 = \$0.15  
 Year 8 = \$0.30  
 Year 12 = \$0.60  
 Year 16 = \$0.80  
 Year 20 = \$1.20  
 Year 25 = \$1.50

Education Stipend:

Associates \$0.50  
 Bachelors \$0.80  
 Masters \$1.00

A 1% COLA will be added in years 2 and 3 of the contract  
 Transport Supervisor will be paid at the Deputy rate



M E M O R A N D U M OF UNDERSTANDING  
KENNEBEC COUNTY AND FOP LODGE 7 KENNEBEC COUNTY DEPUTIES

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The county and the union agree to the following to bring vacation awards into compliance with the union contract.

Those employees whose anniversary date falls after January 1, 2020 will be awarded a pro-rated amount of vacation time to bring them to their anniversary date. On their anniversary date each employee who was awarded a pro-rated amount of vacation time will be awarded their annual award based on years of service. Going forward vacation award will be given on anniversary date to be used prior to the following anniversary date.

The above award will not be subject to buy back of vacation time if a member is front loaded on January 1, 2020. However, members will be eligible for selling back vacation time at the normal rate when they receive their vacation front load on the first anniversary date.

This agreement is to correct the award of vacation time and is a one-time event.

Signed: /s/Patsy Crockett  
Patsy Crockett, Chairman  
Kennebec County Commissioners

Date: \_\_\_\_\_

Signed: /s/Michael V. Bickford  
Michael V. Bickford, President  
FOP Lodge 7 Kennebec County  
Deputies

Date: \_\_\_\_\_



enforcement vehicle the deputy must have with ~~him~~ them ~~his or her~~ their county identification, badge and weapon.

ARTICLE 50 - DURATION OF THE AGREEMENT

This agreement shall be effective as of July 1, 2016~~2019~~, and shall remain in full force and effect until June 30, 2019~~2022~~. Agreement shall be automatically renewed succeeding one (1) year periods unless either party shall notify the other to re-negotiate at least sixty days prior to June 30, 2019~~2022~~, if wages, rights of pay, or other matters requiring appropriations of money by the County are to be negotiated.

IN WITNESS WHEREOF, the parties have set their hands and seals this 7<sup>th</sup> day of January, 2017~~2020~~.

FOR THE COUNTY OF KENNEBEC

FOR THE FRATERNAL ORDER OF POLICE THOMAS F. MALLOY LODGE 7  
KENNEBEC COUNTY DEPUTIES

Datay Crockett  
Nancy Rines  
1. 7. 2020

Michael J Edes