

AGREEMENT

BETWEEN

The

COUNTY OF KNOX

AND

FRATERNAL ORDER OF POLICE

KNOX COUNTY DEPUTY SHERIFF'S ASSOCIATION LODGE 700

January 1, 2021 - December 31, 2023

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 RECOGNITION - Collective Bargaining Unit	6
ARTICLE 2 JOB DESCRIPTION, POSITION CLASSIFICATION AND JOB PERFORMANCE	6
Section 1 – Job Description	6
Section 2 – Position Classification System	7
Section 3 – Job Performance Appraisal	7
ARTICLE 3 DEFINITIONS – “Sheriff”	7
ARTICLE 4 GRIEVANCE PROCEDURES	7
Section 1 – Grievance by Employee	8
Informal – Step One	8
Formal – Step Two	8
Step Three	9
Step Four	9
Step Five	10
Section 2 – Grievance by County	10
ARTICLE 5 DUES DEDUCTION AGREEMENT	10
ARTICLE 6 PROBATION AND REQUIRED CERTIFICATION OR LICENSURE	11
Section 1 – Initial Probation	11
Section 2 – Probation Following Promotion	11
Section 3 – Certifications or Licensures	12
ARTICLE 7 PROMOTIONS AND TRANSFERS	12
Section 1 – Promotions	12
Section 2 – Filling Open Shifts	14
Section 3 – Supervisor Training	14
ARTICLE 8 POSITION CLASSIFICATION AND SALARY ADMINISTRATION POLICY	15
Section 1 – Initial Compensation	15
Section 2 – Grades and Salary Ranges	15
Section 3 – Compensation for Promotion	15
Section 4 – Classification for Voluntary Demotion	15
Section 5 – Education Reimbursement	15
Section 6 – Training	15
Section 7 – Hourly Differential	16
Section 8 – Island Allowance	16
Section 9 – Officer in Charge	16
Section 10 – On-Call Detective	16
Section 11 – Detail Pay	16

ARTICLE 9	HOURS OF WORK AND OVERTIME	16
	Section 1 – Work Week	16
	Section 2 – Computation of Overtime	17
	Section 3 – Overtime Distributed by Classification	17
	Section 4 – Compensatory Time	18
	Section 5 – Night Time Shift Strength	18
ARTICLE 10	CLOTHING AND EQUIPMENT	18
	Section 1 – Clothing and Equipment	18
ARTICLE 11	ACCESS TO PREMISES	19
ARTICLE 12	ACCESS TO VEHICLES	19
ARTICLE 13	SICK LEAVE	20
	Section 1 – Sick Leave Earned	20
	Section 2 – Sick Leave Usage	20
	Section 3 – Payment for Accrued Unused Sick Leave at Resignation or Termination of Employment	21
	Section 4 – Additional Vacation Time	21
	Section 5 – Sick Leave Donation	21
	Section 6 – Payment of Sick Leave	21
ARTICLE 14	BEREAVEMENT LEAVE	21
ARTICLE 15	VACATION LEAVE	22
	Section 1 – Vacation Earned	22
	Section 2 – Vacation Accrual	22
	Section 3 – Maximum Vacation Carried	22
	Section 4 – Vacation Time Sell-Back	22
	Section 5 – Payment for Accrued, Unused Vacation Leave at Resignation or Termination of Employment	22
ARTICLE 16	HOLIDAYS	23
ARTICLE 17	BULLETIN BOARDS	23
ARTICLE 18	COURT TIME PAY	24
ARTICLE 19	UNION ACTIVITIES ON COUNTY TIME	24
	Section 1 – Stewards	24
	Section 2 – Union Activities	24
ARTICLE 20	JURY DUTY	24
ARTICLE 21	LEAVES OF ABSENCE	24
	Section 1 – General	24
	Section 2 – Family Medical Leave Act	25
	Section 3 - Additional Leave Under State Law - Military Leave and	25

Family Military Leave

ARTICLE 22	REST AND LUNCH BREAKS	25
ARTICLE 23	HEALTH AND DENTAL INSURANCE	25
	Section 1 – Premiums Paid	25
	Section 2 – Continuation of Coverage While Employee on Leave	26
	Section 3 – Medical Opt-Out Stipend for Health Insurance	26
	Section 4 – Dental Insurance	27
ARTICLE 24	RETIREMENT PLAN OPTIONS	27
	Section 1 – ICMA 401(a) Money Purchase Plan or MainePERS Plan 3N	27
	Section 2 – ICMA 457 Plan	28
	Section 3 – ICMA Roth IRA Plan	28
ARTICLE 25	CALL IN AND STAND BY	28
ARTICLE 26	WORK RULES AND TEMPORARY RELIEF FROM DUTY	28
	Section 1 – Work Rules	28
	Section 2 – Temporary Relief from Duty	28
ARTICLE 27	INVESTIGATION OF MISCONDUCT	29
	Section 1 – Employee Interview	29
	Section 2 – Documents	29
	Section 3 – Union Representation	29
	Section 4 – Timely Investigation and Notification	29
	Section 5 – Leave from Work	29
ARTICLE 28	MUTUAL RESPONSIBILITIES AND DISCIPLINE	29
	Section 1 – Mutual Responsibilities	29
	Section 2 – Examples of Grounds for Discipline	30
	Section 3 – Disciplinary Measures	30
	Section 4 – Records of Discipline	30
ARTICLE 29	PERSONNEL FILES	31
ARTICLE 30	AVAILABILITY OF AGREEMENT	31
ARTICLE 31	WORK STOPPAGE	31
ARTICLE 32	SEPARABILITY OR SAVINGS	32
ARTICLE 33	MANAGEMENT RIGHTS	32
ARTICLE 34	MILEAGE AND TRAVEL REIMBURSEMENT	32
ARTICLE 35	SENIORITY	32
ARTICLE 36	CONCLUSION OF NEGOTIATIONS AND RELATIONSHIP BETWEEN THIS AGREEMENT TO OTHER INSTRUMENTS	33

Section 1 – Conclusion of Negotiations	33
Section 2 – Relationship to Knox County Charter	33
Section 3 – County of Knox Personnel Policy	33
Section 4 – Other Instruments	34

ARTICLE 37 EDUCATIONAL INCENTIVE	34
---	----

ARTICLE 38 DURATION AND EFFECTIVE DATES	34
--	----

APPENDICES

A	Official Grievance Form	36
B	2021 Knox County Grades and Salary Ranges	40
	1. 2022 Knox County Grades and Salary Ranges	41
	2. 2023 Knox County Grades and Salary Ranges	42
C	Seniority List – Patrol Personnel	43

Side Letter	44
--------------------	----

INTRODUCTION

This Agreement is entered into between the County of Knox, hereinafter referred to as the "COUNTY," and Fraternal Order of Police, Knox County Deputy Sheriff's Association Lodge 700, hereinafter referred to as the "UNION."

PREAMBLE

Pursuant to the provisions of Chapter 9A, Revised Statutes of Maine, Title 26 as enacted by the Maine legislature, Revised September 1981 of the Municipal Public Employees Labor Relations Act, the Parties hereto have entered into this Agreement in order to preserve employee morale, promote fair and equitable treatment, create harmonious relationships, ensure effective County operations and establish an equitable and peaceful procedure for the resolution of differences.

ARTICLE 1 – RECOGNITION

Pursuant to the Bargaining Unit Election held on February 28, 2011, the County recognizes Fraternal Order of Police as the sole and exclusive bargaining representative for the purposes of negotiating and administering a collective bargaining Agreement with respect to wages, hours of work, working conditions and all other terms and conditions of employment for the employees of the Knox County Sheriff's Office Bargaining Unit as certified by the Maine Labor Relations Board on February 28, 2011. By mutual agreement of the Parties hereto, to remove the position of Airport Security Supervisor from the bargaining unit and to replace it with the position title of Airport Security Deputy on February 11, 2020. By mutual agreement of the Parties hereto, to add the classification of Island Deputies, including the positions of North Haven Patrol Deputy and Vinalhaven Patrol Deputy to the bargaining unit on August 28, 2020.

Collective Bargaining Unit

The Collective Bargaining Unit covered by this Agreement shall consist of full-time non-management employees as follows:

Patrol: Patrol Deputies and Patrol Supervisors.

Criminal Investigations: Detectives and Detective Supervisor.

Airport Security: Airport Security Deputies.

Island Deputies: North Haven Patrol Deputy and Vinalhaven Patrol Deputy.

ARTICLE 2 – JOB DESCRIPTION, POSITION CLASSIFICATION, AND JOB PERFORMANCE

Section 1 – Job Description

Each position authorized by the County is identified by a written job description, approved by the Commission. The description includes: job title, minimum qualifications, to whom the position reports, who the position supervises and examples of duties and responsibilities required by the job. The definition or description of the job is based on the needs of the County, not on individual skills,

qualifications or performance level of an individual. Current written job descriptions of all bargaining unit classifications will be maintained in the County Administrative Office. Any necessary changes to the fundamental and inherent qualities of the job descriptions for bargaining unit positions will be determined by the Sheriff and communicated to the Union.

Section 2 – Position Classification System

Each position is assigned to a "grade" in the current County Position Classification System. It will be the responsibility of the Sheriff's Office to work in cooperation with the County Administrator to periodically review current job descriptions and to make recommendations to the Position Classification Committee if changes in job content or responsibilities warrant a potential change in grade assignment. The authority to change a grade assignment rests with the County's Position Classification Committee, and any changes will be communicated to the Union. No position will be assigned to a lower grade without negotiating such changes with the Union and upon approval of the Commission.

Section 3 – Job Performance Appraisal

Those employees covered by this Agreement shall be evaluated by their immediate supervisors on an annual basis, using an Appraisal form as agreed to by the parties. The Sheriff and/or his/her designee shall then review the performance appraisal.

ARTICLE 3 – DEFINITIONS

“Sheriff”

Throughout this Agreement there are references to the “Sheriff.” Where the employees in question throughout this Agreement are employees of the Patrol Division of the Sheriff's Office, the reference to the Sheriff shall apply.

ARTICLE 4 – GRIEVANCE PROCEDURES

A grievance is hereby jointly defined as any dispute between the parties as to the meaning or application of the specific terms of this Agreement. Any grievance arising between the County and an employee covered by this Agreement shall be handled as provided in this Article.

For purpose of Article 4, the phrase “working days” means all days which are not Saturdays, Sundays or holidays recognized by the State of Maine. For purposes of Article 4, the day of the act or event from which the designated period of time begins to run shall not be included.

The parties agree that the time periods specified in the grievance procedures shall be strictly enforced, and that if any party fails to act as required within the time periods established herein, that party's rights under the grievance procedure are waived unless such time limits are specifically extended by mutual written agreement of the parties.

The official grievance form is attached as Appendix A. Any and all grievances initiated at Step 2 or beyond must use this form. Any grievance filed using any form other than the official grievance form will be disregarded and the County will not take any action on such grievance.

Section 1 – Grievance by Employee

An aggrieved employee shall have the right to implement the grievance procedure provided herein. In the event the employee chooses not to exercise rights under the grievance procedures, no other person or entity shall have the right to do so either on behalf of the aggrieved employee or on its own behalf. An aggrieved employee shall have the right to union representation at any and all steps of the grievance procedure. The parties mutually agree that class action grievances which are filed to maintain the integrity of the Collective Bargaining Agreement are not subject to the aforementioned provision. A class action grievance is defined as a matter which does not directly affect one or more employees, but nevertheless constitutes a dispute between the County and the Union as to the meaning or application of the specific terms of this Agreement.

If an employee is grieving a decision made by his/her immediate supervisor, the grievance will begin on Step Two. If an employee is grieving a decision made by the Sheriff or his/her designee, the grievance will begin on Step Three. If an employee is grieving a decision made by the County Administrator, the grievance will begin on Step Four. If an employee is grieving a decision made by the Commission, the employee will pursue the grievance through arbitration.

INFORMAL

Step One: The aggrieved employee, alone, or with or through a union representative, shall present the grievance to his or her immediate supervisor within seven (7) working days after the occurrence of the event or matters giving rise to the grievance. Any resolution or grievance at the informal stage must be consistent with the terms of this Agreement. Additionally, any resolution at the informal stage where the employee chose to proceed with the grievance without the assistance or intervention of a union representative precludes the employee from making a claim against the Union alleging a breach of the Union's duty of fair representation.

FORMAL

Step Two: If the aggrieved employee, alone, with or through a union representative and the employee's supervisor have not resolved the grievance as provided pursuant to Step One, then the union representative may submit the grievance on behalf of the aggrieved employee, in writing on the official grievance form, to the Sheriff and/or his/her designee no less than seven (7) and no more than fourteen (14) working days after the grievance was first presented to the supervisor.

Within fourteen (14) working days after the grievance is presented to the Sheriff and/or his/her designee, the Sheriff and/or his/her designee shall schedule and hold a meeting which will afford the aggrieved employee and that employee's union representative an opportunity to present any information relevant to the grievance. Within fourteen (14) working days after such meeting, the Sheriff and/or his/her designee shall respond in writing. If the Sheriff and/or his/her designee fails to respond in writing within fourteen (14) working days as required herein, the aggrieved employee or union representative may proceed to Step Three of the grievance procedure.

In the event that the Sheriff and/or his/her designee is not authorized to afford the aggrieved employee the relief requested in the grievance, the Sheriff and/or his/her designee shall so indicate on the official grievance form. In that event the aggrieved employee or union representative may proceed to Step Three of the grievance procedure.

Step Three: If the Sheriff's and/or his/her designee's response to the grievance, as provided pursuant to Step Two, is unsatisfactory to the employee, the employee or the union representative shall submit the grievance, in writing, to the County Administrator within seven (7) working days after the date of the Sheriff's and/or his/her designee's response to the grievance.

Within ten (10) working days after receiving the written grievance, the County Administrator shall schedule and hold a meeting with the aggrieved employee and that employee's union representative. The County Administrator, the Sheriff and/or his/her designee, the aggrieved employee or that employee's union representative may invite the County's Human Resource Representative to attend and participate in the meeting as long as both sides are in agreement. At this meeting, the aggrieved employee and that employee's union representative may present any information, including the testimony of witnesses and evidence of a documentary nature, that the County Administrator should be aware of in order to inform the County Administrator's decision on the grievance. At this meeting, the Sheriff and/or his/her designee shall also be permitted to present any information, including testimony of witnesses and evidence of a documentary nature, that the County Administrator should be aware of to inform the County Administrator's decision on the grievance.

Upon written application of either the aggrieved employee and that employee's union representative, or the Sheriff and/or his/her designee, or on the employee's own initiative, the County Administrator may, in his/her discretion, extend the period of time within which the meeting must be held in order to afford the parties a complete opportunity to present any information necessary to inform the County Administrator's decision on the grievance. The Administrator shall notify the parties in writing of any extension of time. This extension may not exceed thirty (30) calendar days, unless agreed to in writing by both parties. At this meeting, the County Administrator may select one additional non-bargaining unit County employee to attend the meeting for the purpose of ensuring that the meeting is properly recorded and to maintain the confidentiality of the meeting, unless the employee has chosen to have the meeting held in public session.

During such meeting, the County Administrator may consider any evidence which the Administrator deems relevant to the grievance. Formal rules of evidence shall not apply. In addition, the County Administrator shall cause such meeting to be recorded. The recording shall be available to the Sheriff and/or his/her designee and the aggrieved employee and that employee's union representative at no cost. The County shall not have any independent duty to transcribe the recording, but merely to make it and preserve it until the expiration of all deadlines contained in this Article.

The County Administrator shall, within ten (10) working days after the conclusion of such meeting with the aggrieved employee and that employee's union representative, render a written decision on the grievance.

Step Four: In the event that the decision of the County Administrator as rendered pursuant to Step Three is unsatisfactory to the aggrieved employee or the Sheriff and/or his/her designee, the union representative or the Sheriff and/or his/her designee may appeal the County Administrator's decision on the grievance to the County Commission. The union representative shall submit an appeal, in writing, to the County Commission within fourteen (14) working days after the County Administrator's written decision on the grievance. The notice of appeal shall state specific portions of the County Administrator's decision that are being appealed and the factual basis for the appeal.

The Commission must hold a hearing on the grievance within thirty (30) working days after the date on which the decision of the County Administrator is rendered pursuant to Step Three. The County Administrator, the Commission, the Sheriff and/or his/her designee, the aggrieved employee or that employee's union representative may invite the County's Human Resource Representative to attend and participate in the meeting as long as both sides are in agreement. The Commission may in their discretion, but need not, allow the introduction of additional evidence beyond that contained in the record developed at the hearing held by the County Administrator. In the event that the Commission does permit one party to present additional evidence, they shall do so at a hearing attended by all parties, and shall permit any other party to present further evidence for the purpose of rebutting or contradicting the additional evidence offered by the first party.

Regardless of whether the Commission allows the introduction of additional evidence as part of the appeal, they shall permit each party the opportunity to make an oral presentation in support of its position. Thereafter, the Commission may deliberate the matter and must submit a written decision on the appeal within fourteen (14) working days after the appeal hearing.

Step Five: In the event that the decision of the Commission as rendered pursuant to Step Four is unsatisfactory to the aggrieved employee or the Sheriff and/or his/her designee and/or that employee's union representative, the decision may be appealed to arbitration. The union representative or the Sheriff and/or his/her designee shall submit a written request for arbitration to the County Administrator within fourteen (14) working days after the date of the Commission's written decision as set forth in Step Four. The County and Union shall, within ten (10) working days after the date on which a written request for arbitration was filed, confer and attempt to mutually agree on the selection of an arbitrator. If the parties are able to mutually agree on an arbitrator, they shall acknowledge the selection of the arbitrator in writing. In the event that the parties are unable to agree on the selection of an arbitrator, each party shall select one arbitrator. Said selection shall be made in writing within fifteen (15) working days after the date on which the request for arbitration was filed. The two selected arbitrators shall meet and select a third mutual arbitrator within ten (10) additional working days and shall notify the parties of their selection in writing.

In the event that the parties have agreed upon a single arbitrator, they shall share equally in the fees and expenses of that arbitrator. In the event that the parties were unable to so agree, and a panel of three (3) arbitrators is selected as provided herein, then each party shall compensate their own selected arbitrator, and shall share equally in the fees and expenses of the third (3rd) neutral arbitrator. The County Administrator, the Sheriff and/or his/her designee, the aggrieved employee or that employee's union representative may invite the County's Human Resource Representative to attend and participate in the arbitration meeting(s) as long as both sides are in agreement.

Section 2 – Grievance by County

A grievance by the County shall be treated as a prohibited practice(s) complaint and handled as such.

ARTICLE 5 – DUES DEDUCTION AGREEMENT

- A. All employees shall have the right to join or refrain from joining the Union. Employees who do not join the Union shall have the right of self-representation as set forth in 26 M.R.S. § 967, Subsection 2, paragraph 5. No employee shall be favored or discriminated against, either by the County or the Union, because of that employee's membership or non-membership in the Union. The Union recognizes its responsibility as bargaining agent, and agrees to represent all unit

employees in the bargaining unit without discrimination, interference, restraint or coercion, subject to the limitations set forth below.

- B. Employees have the right to withdraw membership from the Union between twenty (20) and ten (10) days from the expiration date of the contract, according to the Agreement contained on the authorization card signed by employees.
- C. Within thirty (30) days after the first six (6) months of the beginning of each employee's employment, the employer will (1) deduct membership dues from the pay of any employee who chooses the option of membership in the Fraternal Order of Police Knox County Sheriff's Association Lodge 700 by signing a written payroll deduction authorization form authorizing deduction from his/her pay of the membership dues. All necessary forms shall be supplied by the Union. The County shall forward all such dues and fees so collected to the certified secretary/treasurer before the tenth (10th) day of the succeeding month for which the deductions were made. The Union shall indemnify and save the County harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remaining the same pursuant to this article.

ARTICLE 6 – PROBATION AND REQUIRED CERTIFICATION OR LICENSURE

Section 1 – Initial Probation

The initial probationary period for all employees is six (6) months from the first date of employment unless otherwise provided herein. *30-A M.R.S. § 2701*. The initial probationary period for all patrol employees shall be one (1) year from the date of Academy certification, *25 M.R.S. § 2804-C(2-A)*, or six (6) months from the date of initial employment, whichever is longer. Consistent with the Municipal Employees Labor Relations Law, no employee is covered by any provision of the Collective Bargaining Agreement until he/she has been employed for six (6) months from the first date of full-time employment. The initial probationary period may be extended by mutual written agreement. In addition to the initial probation provided for in this Agreement, all employees must satisfy any probation imposed by State or Federal laws or regulations. If the employee does not satisfactorily complete any such legally mandated probation even if the employee has otherwise satisfactorily completed the probation imposed by this Agreement, the employee shall be subject to immediate termination without cause.

An employee serving an initial probationary period is subject to dismissal with or without cause. Such employees are not entitled to pre- or post-deprivation process or any form of advance notice.

Section 2 – Probation Following Promotion

When an employee is promoted, he/she will serve a probationary period of ninety (90) days from the date of employment in the new position. Employees serving a probationary period following promotion shall be evaluated at the completion of thirty (30) days employment following the promotion, but no later than thirty-seven (37) days following the promotion. The evaluation shall be in writing, using an Appraisal form as agreed to by the parties. The form shall be completed by the employee's immediate supervisor, or by another individual with knowledge of the employee's performance whose rank is higher than the employee's immediate supervisor. The County shall endeavor to identify areas requiring improvement in the thirty (30) day written evaluation. Employees serving a probationary period following promotion shall again be evaluated at the completion of seventy-five (75) days employment following the promotion, but no later than the eighty-second

(82nd) day following the promotion. The written evaluation shall be conducted as set forth above regarding the thirty (30) day evaluation. If, upon completion of the seventy-five (75) day evaluation, the newly promoted employee's performance does not "meet standard," the employee shall be subject to demotion to that employee's prior position. The employee shall be given written notice of said demotion on or before the ninetieth (90th) day of the probationary period. An employee who does not pass that employee's probationary period based upon the written evaluations as set forth herein has a right to be reinstated to that employee's former position, with seniority. A demotion from a position to which an employee was newly promoted as a result of the evaluation process set forth herein is not considered discipline.

Section 3 – Certifications or Licensures

This section pertains to certifications or licensures which employees are required to obtain and maintain in order to perform their job responsibilities. It shall be the sole responsibility of the employee to ensure that his or her certifications or licensures are maintained in good standing at all times.

In the event that an employee's required certification or licensure is suspended or revoked by the issuing authority, the employee shall be placed on unpaid administrative leave effective the date of the suspension or revocation. In the case of revocation, the employee shall have thirty calendar days from the date of revocation to have his or her certification or licensure restored. If the certification or licensure is not restored within thirty calendar days from the date of revocation, the employee shall be immediately terminated. In the case of suspension, the employee shall have thirty (30) days from the end of the suspension to have his or her license or certification restored. If the certification or license is not restored within thirty (30) days from the end of the suspension, the employee shall be immediately terminated.

In the event that an employee's certification or licensure expires or lapses for a reason other than suspension or revocation, the employee shall immediately be placed on unpaid administrative leave effective the date of the lapsing or expiration of the certification or licensure. The employee shall have sixty (60) calendar days from the date of lapsing or expiration to restore his or her certification or licensure. If the certification or licensure is not restored within sixty (60) calendar days from the date of lapsing or expiration, the employee shall be immediately terminated.

ARTICLE 7 – PROMOTIONS AND TRANSFERS

Section 1 – Promotions

Promotion shall be defined to mean a transfer of a full-time employee to a job in a higher grade level. Transfer shall be defined to mean a transfer of a full-time employee to a different classification but within the same Grade. Transfer in the remainder of this article shall be referred to as promotion, henceforth. If the employer has a bargaining unit position to fill, it shall be posted in the Department for fourteen (14) calendar days. The posting shall include the job description and shall list any qualifications required. Employees who desire to be promoted to the open position shall submit a written letter of interest to the Sheriff. Any additional information required shall be identified in the posting, and must be submitted with the letter of interest. Interested employees who do not meet the minimum qualifications will be notified in writing. Employees who are deemed "temporary" status or on probation are not eligible for promotion.

Any candidate seeking the position of Supervisor must have no disqualifying conduct according to Maine Criminal Justice Academy Standards.

The following criteria will be used to select the candidate to be promoted:

- a) Written Test
- b) Oral Board
- c) Job Related Experience (One (1) pt. for each full year of verified full-time employment as a Law Enforcement Officer, up to a maximum of ten (10) years).
- d) Education
- e) Departmental Seniority will be used as a tiebreaker

In the event there is only one qualified applicant, the Sheriff and/or his/her designee has the discretion to forgo any or all phases of the promotional procedure.

Written Test

Written test will be a valid standardized test to be selected by the Sheriff and/or his/her designee.

Oral Boards

Oral Boards will consist of three (3) members who will score the applicants based on questions asked. The Oral Board shall be selected as follows:

One (1) individual, who is a current or retired patrol division employee of the Knox County Sheriff's Office, to be selected by the County Administrator; one (1) individual, who is a current or retired patrol division employee of a County Sheriff's Office, to be selected by the Sheriff and/or his/her designee; and one (1) individual, who is a current or retired patrol division employee of a County Sheriff's Office, to be selected by the Union.

Applicants will be ranked according to score. A five (5) point grading system will be used with each member of the board scoring each applicant's answer to each question one (1) – five (5), with one (1) being the lowest and five (5) being the highest. Each member's scores for each applicant will be totaled, added to the total scores of the other two (2) members from each applicant, and divided by three (3). The resulting figure shall be that applicant's oral board score.

Education

An applicant holding a Masters degree shall receive three (3) points. An applicant holding a Bachelor's degree shall receive two (2) points. An applicant holding an Associate's degree shall receive one (1) point. Note: An applicant shall be awarded points only for the highest degree held.

Sheriff's option: The Sheriff or his/her designee shall have the option to select from the top three (3) scoring candidates following a personal interview(s). However, the Sheriff or his/her designee has the right to refuse any and all candidates.

Promotion list: If an employee refuses the position, or does not satisfactorily complete the probationary period, the Sheriff or his/her designee may offer the position to one of the remaining two candidates on the list.

Tie breakers: In the event of a tied score, the employee with the longest full time continuous employment with the County will be higher ranked on the promotion list.

If no qualified employee who is a member of the bargaining unit applies for the position within the established time frame, or if any employee who applied is not qualified or suitable for the position according to the Sheriff or his/her designee, then the employer may re-post the position internally and/or advertise the position to non-bargaining unit employees or non-County employees.

Article 6 governs the probationary period and conditions for newly promoted employees. In the event that an employee who is promoted pursuant to the provisions of this contract is subsequently demoted within the probationary period, then any other employees who have been promoted to fill openings resulting from the original promotion shall be restored to their prior positions, with full seniority.

Section 2 – Filling Open Shifts

When an employee is promoted, resigns or otherwise leaves his/her position and or shift, the shift which has been vacated will be reopened to employees for the bidding process within a sixty (60) day period of the event. The bidding will be offered to the employee with the most seniority, then on to subsequent employees on the seniority list. The bidding process will be completed within fourteen (14) days unless circumstances prevent it. Employees on extended vacation, family medical leave ("FMLA") or sick leave will be notified by the Union President or his/her designee using e-mail, Certified US Mail or telephone. Any employee receiving notification shall have three (3) days to submit a response. Anytime all shifts are opened for bidding, the bidding process will be posted for fourteen (14) days, and the vacated position(s) filled within fourteen (14) days after the bid process closes unless circumstances prevent it or it is unanimously agreed upon to enact sooner. All shifts will be opened for bidding on December 1st and will be effective on the first Sunday in January. This bidding process can be foregone if agreed upon by both parties.

Employee(s) on extended Military Leave shall suspend their bidding rights until a known return date to work has been determined. Once this date has been set, the bidding process will be posted for fourteen (14) days, and the vacated position(s) filled within fourteen (14) days after the bid process closes unless circumstances prevent it or it is unanimously agreed upon to enact sooner.

Anytime that an employee of Patrol wishes to swap a shift with another employee who holds a shift in an equal position, both employees may swap their shifts with the authorization of the Sheriff and/or his/her designee. This will not require all shifts to be reopened for the bidding process.

Section 3 – Supervisor Training

Any employee promoted to a supervisory position must, within his/her ninety (90) day probationary period, attend or be scheduled to attend supervisory level training, as provided by the MCJA or an accredited vendor. Any employee who is currently in a supervisory role and who has not had supervisory level training must attend or be scheduled to attend supervisor level training within twelve (12) months of the signing of this Agreement.

The supervisory level training must, as a minimum, include the following:

1. Interpersonal Communication Skills
2. Employee Hiring Process
3. Employee Counseling

4. Fair Labor Standards Act ("FLSA")
5. Confidentiality Rules
6. Employee Appraisals
7. Employee Discipline

ARTICLE 8 – POSITION CLASSIFICATION AND SALARY ADMINISTRATION POLICY

Section 1 – Initial Compensation

The starting level of pay will be determined based on qualifications and closely-related prior experience. First, the proper Step will be determined based on closely-related prior experience, as approved by the Sheriff and County Administrator. If the employee meets all qualifications (such as certification, etc.), then the starting pay will be on the designated Step. If, however, the new employee is not fully qualified, the starting rate will be \$0.50 below the designated Step; in this case, the rate will be advanced to the Step at the time the employee fully meets the qualifications for the position, or at six (6) months of employment, whichever occurs first.

Section 2 – Grades and Salary Ranges

a. Grades and Salary Ranges

The chart of Grades and Salary Ranges effective January 1, 2021 through December 31, 2021 is attached as Appendix B. Charts for Grades and Salary Ranges effective January 1, 2022 through December 31, 2022, and effective January 1, 2023 through December 31, 2023 are attached as Appendixes B, B-1, and B-2, respectively. These charts reflect an increase of 3% each year. Each employee shall also receive a Step increase (if applicable, i.e. not already on Step 18).

Section 3 – Compensation for Promotion

An employee who is promoted to a position in a higher Grade will receive a salary increase as outlined in the Position Classification and Salary Administration Policy.

Section 4 – Classification for Voluntary Demotion

In order for an employee to seek a voluntary demotion from that employee's current position to another position in a lower Grade, the employee must submit a written request for the demotion and must be qualified for the requested position.

When an employee voluntarily or involuntarily demotes to another position, time previously served in the classification from which the employee is being demoted shall be considered in determining that employee's placement in the lower Salary Range. That employee will retain his/her seniority status.

Section 5 – Education Reimbursement

The County will reimburse an employee up to one hundred dollars (\$100) per year for a successfully completed course that is deemed "related to employment" and approved in advance by the Sheriff and/or his/her designee to help offset costs of the successfully completed education course.

Section 6 – Training

An employee required to attend a seminar, conference, or other course of training that has been approved by the Sheriff and/or his/her designee, shall receive that employee's regular rate of pay for those hours in which the employee attends the training. If the training is outside of the employee's

normal work hours, the employee shall be compensated according to FLSA and County policy in regards to overtime compensation.

An employee who receives additional training on his/her own that is not required of the department and who has not received prior approval of the Sheriff and/or his/her designee, is not considered to be working and is ineligible for pay, or travel and mileage reimbursements.

Minimum hours paid for mandatory in-house training within the County will be three (3) hours; this will include travel time to and from training.

Section 7 – Hourly Differential

An hourly differential of fifty cents (\$0.50) per hour shall be granted to employees who are on duty during the following hours:

6 p.m. to 6 a.m.

Hourly differential is not used to calculate overtime or compensatory time rates of pay.

Section 8 – Island Allowance

Please refer to the County of Knox Contracts for Sheriff's Deputy Services for the Towns of Vinalhaven and North Haven.

Section 9 – Officer in Charge

In the event a patrol deputy or detective is designated as "Officer in Charge" by the Sheriff and/or his/her designee for any particular shift, he/she shall receive fifty cents (\$0.50) per hour in addition to his/her present hourly rate of pay. The deputy or detective must have no less than one (1) year full-time experience in the Knox County Sheriff's Office Patrol and/or Detective Division, and must have supervisory training and/or experience and have been approved by Administration to be deemed eligible for such an assignment. Any deputy or detective who is currently on a probationary status, or a "temporary" employee, is not eligible to be designated as "Officer in Charge".

Section 10 – On-Call Detective

One on call detective per weekend, regardless of the length of the weekend, shall receive two (2) hours of compensatory time for every thirty-eight (38) hours of on call status.

Section 11 – Detail Pay

Detail pay shall be at the rate of fifty dollars (\$50) per hour, unless otherwise agreed upon with the Sheriff and/or his/her designee and the Union. Details shall be distributed by using a similar seniority rotation as described in Article 9, Section 4. Detail seniority shall include all Sheriff's Office Full-Time Law Enforcement employees based on date of hire.

ARTICLE 9 – HOURS OF WORK AND OVERTIME

Section 1 – Work Week

The normal work week for all full-time employees shall be forty (40) hours.

The work schedule for full-time employees shall be determined by the Sheriff and/or his/her designee. Changes in an employee's normal work schedule will be made with a minimum of two (2) weeks'

written notice, except in cases of emergency, as determined by the Sheriff and/or his/her designee. An employee's hours shall not be changed to avoid the computation of overtime.

The normal shift is ten (10) hours. In the event of exigent or emergency circumstances, such as but not limited to staff shortage, ongoing difficulty in filling shifts or a demonstrable public safety need, the work shift may be changed to eight (8) hours for a period of up to thirty (30) days, with notice as practicable to the Union and to affected employees. If the need to use eight (8) hour shifts continues beyond thirty (30) days, the County will negotiate the change with the Union, providing that the eight (8) hour shift will be kept in place during the course of negotiations, until the parties otherwise agree or until the exigent circumstances end.

The use of ten (10)-hour shifts does not change the accrual rate for vacation or sick time, the basis for holiday pay or any other benefit or pay based on a day or part of a day. These benefits and accruals will continue to be based on an eight (8)-hour day.

Section 2 – Computation of Overtime

Any hours physically worked, including holiday overtime and compensatory time earned, whether regularly scheduled or not, will count towards the computation of hours for overtime purposes for any work week. Mandated hours, call ins, call outs, and extended shifts will be paid at an overtime rate if documented on the employee's timesheet. Compensatory time used, paid vacation time, paid sick time, and bereavement leave do not count as hours worked for the purposes of calculating overtime. Overtime hours will be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay.

So-called "shift swaps," wherein employees voluntarily exchange shifts with each other, shall not be considered work beyond an employee's regularly scheduled hours and shall not be considered as overtime. "Shift swaps" and schedule changes must be approved by a supervisor and noted on the employee's time sheet.

While attending mandatory training at the Maine Criminal Justice Academy, an employee will be compensated at one and one-half times (1½) the employee's regular rate in accordance with the Fair Labor Standards Act for all hours worked in excess of forty (40) hours per week. To receive this overtime rate, the employee must provide documentation from MCJA verifying the hours worked, including those in excess of forty (40) hours per week.

When overtime accrues, the employee shall have the option of receiving either time and one-half at the hourly rate of pay or compensatory time at the rate of time and one-half. Shift differentials are not included in any overtime rate of pay.

Section 3 – Overtime Distributed by Classification

Overtime shall be offered first to personnel within the same grade classification utilizing a rotation list. Lists will be created each year on the first Sunday in January, utilizing the current seniority list for that classification. A shift will be offered to the top ranked deputy first and so on through the list to the bottom ranked until the shift is accepted. The accepting deputy will be moved from their current rank to the bottom rank and all remaining deputies will be rotated toward the top. If a shift is not filled using rotation, the supervisor and/or Sheriff or his/her designee shall either mandate an employee in the same classification to work the extra shift or offer the shift to another individual who is qualified to work the shift. The deputy with the least amount of overtime for the current calendar year to date

will be mandated first. In the event there is a tie for the amount of overtime, the deputy with the least amount of seniority will be mandated. Overtime will be updated every other Monday (when time sheets are turned in) by the Sheriff and/or his/her designee and an accessible list generated for viewing. Overtime will be calculated using overtime, compensatory time and holidays worked as overtime as provided by the Finance Office and will reset every January 1st.

Section 4 – Compensatory Time

Compensatory time may not be accumulated in excess of eighty (80) hours. Eighty (80) hours of compensatory time can be accrued and carried forward from one (1) month to the next. Compensatory time may be cashed in for payment twice annually. Only forty (40) hours may be cashed in at any one time. An employee wishing to cash in compensatory time must have approval of the Sheriff and/or his/her designee, who shall notify the Finance Office in writing one (1) pay period in advance of the first pay period in June and/or the first pay period in November. Upon termination of an employee, all unused compensatory time will be paid at the regular hourly rate.

Use of accrued compensatory time for time off shall be granted by the Sheriff and/or his/her designee at his/her discretion.

Section 5 – Night Time Shift Strength

Between the hours of 1800 and 2200, the Sheriff's Office will have a minimum of two (2) uniformed Patrol Deputies and one (1) uniformed patrol supervisor or Deputy in Charge on duty, when possible, as determined by the Sheriff or his/her designee. For purposes of this section, "Patrol Deputy" means holding a current certification as a Law Enforcement Officer issued by the Maine Criminal Justice Academy (LEPS minimum), and having successfully completed the Knox County Sheriff's Office Field Training Program.

ARTICLE 10 – CLOTHING AND EQUIPMENT

Section 1 – Clothing and Equipment

The County agrees that certain employees of the Sheriff's Office shall be provided all uniforms and other equipment, deemed necessary by the County for the regular performance of the employees' duties as listed herein, at no cost to the employees.

County issued clothing must be worn at all times while the employee is on duty, unless directed otherwise by the Sheriff and/or his/her designee for legitimate, employment-related purposes. County issued clothing and equipment may not be used at any time for non-employment related purposes.

Patrol Personnel –Clothing and Equipment Issued	
• Ballistic Vest, "Second Chance, IIA" or equivalent (1)	• Duty Magazines (3)
• Exterior Carrier w/ Nametape (2)	• Magazine Holster (1)
• Dress Uniform Shirt, Long Sleeve (1)	• Handcuff (1)
• Dress Uniform Shirt, Short Sleeve (1)	• Handcuff Holster (1)
• Dress Uniform Pant (1)	• OC Spray (1)
• Patrol Duty Shirt, Long Sleeve (2)	• OC Spray Holster (1)
• Patrol Duty Shirt, Short Sleeve (2)	• Radio (1)
	• Radio Holster (1)

- | | |
|---|--|
| <ul style="list-style-type: none">• Patrol Duty Pants (2)• Patrol Duty Boots, Non-Insulated (1)• Patrol Duty Boots, Insulated (1)• Patrol Duty Hats:<ul style="list-style-type: none">○ Ballcap (1)○ Winter (1)○ Campaign (1)• Jacket (1)• Rain Coat (1)• Badge (2)• Duty Belt (1)• Garrison Belt (1)• Belt Keepers (4)• Duty Pistol (1)• Pistol Holster (1) | <ul style="list-style-type: none">• Expandable Baton (1)• Expandable Baton Holster (1)• Flashlight (1)• Flashlight Holster (1)• Electronic Immobilizer "Taser" (1)• Electronic Immobilizer Holster (1)• Cell Phone (1)• Mobile Laptop (1)• Mobile Internet (1)• Gloves, stab resistant (1)• Traffic Safety Vest (1)• PPE Kit (1)• Identification/Access Card (1)• Ammunition (Duty & Required Qualifications) |
|---|--|

Detective Clothing: Within the first year of classification, a Detective shall be entitled to up to six hundred dollars (\$600.00) County issued clothing. For each calendar year subsequent to the calendar year in which the assignment was made, Detectives having successfully completed the promotional probationary period as specified in this Agreement shall be entitled to a up to three hundred dollars (\$300.00) County issued clothing. County issued clothing shall be allowed annually per Detective. These funds will not be carried forward from one year to the next.

The County also agrees that all clothing and equipment referenced in this Article shall be replaced as needed with the consent of the Sheriff and/or his/her designee. Maintenance and cleaning of all clothing referenced in this Article will be the responsibility of the employee, except that cleaning or replacement of clothing that may have been exposed to hazardous materials or bodily fluids shall be the responsibility of the County. Ballistic vests will continue to be issued and replaced by the County on a rotational basis in accordance with industry standards.

ARTICLE 11 – ACCESS TO PREMISES

Authorized representatives of the Union may enter County premises during normal working hours for the purpose of inquiring into pending disputes and for the purpose of carrying into effect the provisions of this Agreement. Such visits by such representatives shall be arranged with reasonable notice to the Sheriff and/or his/her designee. Visits will be scheduled and conducted in a manner which does not conflict with normal departmental operations. A list of authorized Union representatives who may enter County premises will be furnished by the Union to the County Administrator no later than the signing date of this Agreement. This provision applies to Fraternal Order of Police employees.

ARTICLE 12 – ACCESS TO VEHICLES

Appropriate vehicles shall be provided for all Patrol personnel to carry out their assigned duties. Each full-time Deputy, Detective and Supervisor shall be issued a County vehicle at the time of assignment. All vehicles shall be maintained and utilized in accordance with Department policy. County vehicles are to be parked at the assigned employee's residence when that employee is not on duty. Fuel,

cleaning supplies, cleaning equipment and cleaning facilities for assigned vehicles will be provided by the County.

Use of County vehicles shall be subject to any policies or directives promulgated by the County and/or the Sheriff and/or his/her designee. Such policies and directives shall be strictly adhered to.

ARTICLE 13 – SICK LEAVE

Section 1 – Sick Leave Earned

Sick leave will be earned by all full-time employees at the rate of eight (8) hours per month from their dates of hire. No sick leave will be granted until an employee has completed his/her probationary period. Sick leave will accrue on the last day of each calendar month worked.

A maximum of nine hundred and sixty (960) hours of sick leave can be accrued and carried forward from one (1) calendar year to the next.

Sick leave may be used when personal illness or injury renders an employee unable to perform the duties of his/her position, or for personal doctor's office visits. A doctor's certificate may be required if personal absence exceeds three (3) consecutive days, or in the case of repeated absences.

Employees may also use accumulated sick leave to take immediate family members to doctor's office visits, to the hospital, or to attend to immediate family members who are ill, for up to five (5) consecutive days (this includes a new father spending time with his spouse and newborn immediately following the birth of his child). No more than twenty (20) days of accrued sick leave may be used during any calendar year for family illness unless the employee has an approved absence under the Family Medical Leave Act ("FMLA"). If an FMLA leave is approved due to the serious health condition of the employee's spouse/domestic partner, child, parent or sibling, additional accrued sick time may be used. Immediate family, for the purposes of using sick leave, includes: spouse/domestic partner, parent/foster parent, or child/foster child, and the family relationship and reason for the absence should be noted on the time sheet. A doctor's certificate may be required to verify the use of sick leave for any of these absences.

Section 2 – Sick Leave Usage

An employee who contemplates using sick leave shall notify the Sheriff and/or his/her designee at least two (2) hours before the day shift and three (3) hours before the second and third shifts, as to the employee's expected absence. If the employee does not give the required notice, then the employee will not be paid for the time missed. However, if grave circumstances render it impossible for the employee to give the advance notice as required herein, the Sheriff and/or his/her designee may, in the Sheriff's and/or his/her designee's discretion, allow the employee to be paid using the employee's sick time.

Reasonable documentation from a licensed health care provider satisfactory to the County may be required in order to verify sick leave usage. Such documentation may be requested by the Sheriff and/or his/her designee. If such documentation is requested and not provided, missed time will not be charged to sick time available to the employee.

If an employee calls in sick for a scheduled overtime shift, sick time cannot be used and there will be no compensation to the employee for this shift.

Supervisors will monitor sick leave usage for trends and report to the Sheriff and/or his/her designee where there is evidence of abuse.

Section 3 – Payment for Accrued, Unused Sick Leave at Resignation or Termination of Employment

An employee with at least one (1) year of continuous service who voluntarily separates from employment in good standing shall be paid one-half (1/2) of accrued sick leave up to the maximum accrual of seven hundred and twenty (720) hours. All remaining sick time shall be forfeited. If an employee is dismissed for unsatisfactory job performance or resigns in lieu of disciplinary action, he/she will not be entitled to payment for sick leave under this Article.

The last two (2) weeks of employment shall not include any paid vacation leave, sick leave, or compensatory leave, unless recommended by the Sheriff or his/her designee and approved by the County Administrator. The effective date of the resignation shall be defined as the last day worked, except in the case of approved sick leave.

Section 4 – Additional Vacation Time

Employees who do not use any sick leave in a six (6)-month period (January - June or July - December annually) shall be given eight (8) hours of additional vacation time for each six (6)-month period.

Section 5 – Sick Leave Donation

Please refer to the Knox County Personnel Policy for the Donated Sick Leave Policy.

Section 6 – Payment of Sick Leave

An employee, who has reached the accumulation of seven hundred and twenty (720) hours by the last day of the year, may request payment of one-half (1/2) of the sick leave accumulated in excess of seven hundred and twenty (720) hours that had accumulated from January 1st through December 31st of that year. The remaining accumulation for the year shall be forfeited. The request must be submitted on the form provided by the Finance Office no later than the 15th day of January of the following year.

ARTICLE 14 – BEREAVEMENT LEAVE

In the event of death in the immediate family of an employee, the employee may be granted up to forty (40) hours leave of absence, by approval of the Sheriff and/or his/her designee, with full pay to make household adjustments or to attend funeral services. "Immediate Family" is hereby defined to include spouse/domestic partner, parents, children, sons- and daughters- in-laws, brothers, sisters, brothers-in-law, sisters-in-law, parents-in-law, grandparents, grandchildren, grandparents-in-law, grandchildren-in-law, step-parents, step-children, foster parents and foster children.

In the event of a death of an aunt, uncle, niece, nephew, first cousin, or spouse's aunt, uncle, niece, nephew, or first cousin, an employee shall be granted one (1) shift off to attend funeral services. An employee requesting bereavement leave shall note the relationship to the deceased for which leave is being requested on his/her employee's time sheet.

Any bereavement leave beyond this policy may be granted as sick leave, vacation leave, or accrued compensatory time, with the approval of the Sheriff or his/her designee.

Bereavement leave will be granted only after an employee has completed six (6) months of continuous employment.

ARTICLE 15 – VACATION LEAVE

Section 1 – Vacation Earned

Vacation leave will be earned by all full-time employees (scheduled to work forty (40) hours per week) from the dates of their initial full-time employment. The date an employee was hired in a full-time capacity will be considered to be the anniversary date. Requests to use accrued vacation time shall be made to the Sheriff and/or his/her designee. The Sheriff and/or his/her designee shall grant, deny or modify the request.

Vacation leave accrues proportionate to the chart below:

Employment Determined by Employee's Anniversary Date	Workweek	Accrual Rate Month/Year
Up to 5 years continuous service	40	8 hrs = 96 hrs
5 to 10 years continuous service	40	12 hrs = 144 hrs
10 to 15 years continuous service	40	14 hrs = 168 hrs
15 years & over	40	16 hrs = 192 hrs

Section 2 – Vacation Accrual

Vacation leave will accrue on the last day of the calendar month worked.

Section 3 – Maximum Vacation Carried

For employees having up to and including ten (10) years of service, no more than eighty (80) hours of vacation leave may be carried from one (1) calendar year to the next. Employees having eleven (11) or more years of service may carry no more than one hundred and twenty (120) hours of vacation leave from one (1) calendar year to the next. Vacation leave accrued in excess of the allowed carryover amount will be forfeited.

Section 4 – Vacation Time Sell-Back

Up to forty (40) hours of vacation time may be cashed in for payment once annually. An employee wishing to cash in vacation time must have approval of the Sheriff and/or his/her designee, who shall notify the Finance Office in writing one (1) pay period in advance.

Section 5 – Payment for Accrued, Unused Vacation Leave at Resignation or Termination of Employment

If employment should terminate, only accrued, unused vacation leave will be owed to the employee.

The last two (2) weeks of employment shall not include any paid vacation leave, sick leave, or compensatory leave, unless recommended by the Sheriff and approved by the County Administrator. The effective date of the resignation shall be defined as the last actual worked day, except in the case of approved sick leave.

ARTICLE 16 – HOLIDAYS

The following holidays will be paid:

New Year's Day (January 1)
Martin Luther King, Jr. Day (3rd Monday in January)
Presidents' Day (3rd Monday in February)
Patriot's Day (3rd Monday in April)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Columbus Day/Indigenous People's Day (2nd Monday in October)
Veterans Day (November 11)
Thanksgiving Day (4th Thursday in November)
Christmas Day (December 25)
Any other day declared as a State holiday by the President or Governor.

Employees shall be paid eight (8) hours straight time for holidays, whether worked or not.

Employees working a normal Monday through Friday schedule, if a holiday falls on a Saturday, the observance will be moved to the preceding Friday. If the holiday falls on a Sunday, the observance will be moved to the following Monday.

If an employee is scheduled to work one of the listed holidays and that holiday occurs on a Saturday or a Sunday, that employee will be paid for that holiday on the actual day of the holiday and receive holiday overtime if that day is worked. If an employee is not scheduled to work on the actual holiday that occurs on a Saturday or a Sunday, that employee will receive holiday pay for the day observed by the rest of the County, but there will be no holiday overtime pay if the employee is scheduled to work that day. There is only one day for each holiday that would be eligible for holiday overtime, if worked – the actual day of the holiday if the holiday occurs on a Saturday or a Sunday (this may apply to July 4th, Veteran's Day, Christmas Day, and New Year's Day).

Employees shall be paid one and one-half (1½) times the straight time rate of pay for all hours worked during the twenty-four (24) hours of paid holiday, in addition to eight (8) hours holiday pay. Employees who work on Thanksgiving or Christmas shall be paid two (2) times their rate of pay for hours actually worked, plus eight (8) hours holiday pay.

Only essential personnel are required to work holidays. Essential personnel shall be determined by the Sheriff and/or his/her designee.

ARTICLE 17 – BULLETIN BOARDS

The employer agrees to allow the Union to use one-third (1/3) of the space on the bulletin boards located in the briefing rooms or other appropriate areas for the purpose of posting notice of Union meetings, Union elections, and items of interest to the bargaining unit, recreational and social affairs. No material demeaning to the employer or advocating illegal activity may be posted.

ARTICLE 18 – COURT TIME PAY

An employee who is required to attend any legal proceeding on behalf of the County shall receive a minimum of three (3) hours of compensation for such attendance, should the court time attendance be outside the employee's regular work schedule. No court time shall be allowed to any employee who has been notified that his/her presence is not needed by 5 p.m. of the day prior to the scheduled court attendance. Fees received by the employee while on duty for testifying in court will be reimbursed to the County.

ARTICLE 19 – UNION ACTIVITIES ON COUNTY TIME

Section 1 – Stewards

An employee who is an authorized Steward of the Union may be allowed time off, with pay, during that employee's regular work hours or shift hours, by permission of the County Administrator in cooperation with the Sheriff and/or his/her designee, to investigate grievances, to attend grievance hearings, and to transmit official messages, but in no case shall such time exceed a total of two (2) hours per week. The County Administrator or the Administrator's designee may grant permission for additional time off with pay for these purposes. Such permission shall not be unreasonably withheld. In the event that the conduct of such union business extends beyond the regular shift, the County's responsibility for payment ends at the end of the regular shift. No more than one (1) steward at one (1) time shall be allowed the benefits of this article with regard to a particular subject.

Section 2 – Union Activities

So long as operational needs allow, members of the negotiating team shall be allowed reasonable time off without loss of pay or benefits to represent the Union in all negotiations with the County concerning the Collective Bargaining Agreement. The steward of the Union shall annually provide the Sheriff and/or his/her designee with a list of members of the Union negotiating team.

ARTICLE 20 – JURY DUTY

An employee summoned to jury duty will be excused from that employee's work for the required period necessary to perform this duty. If the jury is excused prematurely from duty during the time of the service, the employee is expected to report for work as usual.

The County agrees to pay the employee that employee's regular weekly pay and the employee shall turn the jury duty paycheck, excluding mileage, over to the County for the period of time the employee was required to be absent from work.

ARTICLE 21 – LEAVES OF ABSENCE

Section 1 – General

A personal LOA is an authorized absence from work for reasons other than paid vacation time, paid holiday, paid sick leave, or an absence covered under one of the prior leave of absence policies described in this section. Except for medical or emergency cases, a personal LOA will be granted only after an employee has completed six (6) months of continuous employment and exhausted any paid leave time available. A personal LOA is unpaid leave, except to the extent that an employee may be receiving donated leave.

A personal LOA may be granted for a maximum of three (3) months, at the discretion of the Sheriff as well as the County Administrator, who must give approval in writing. Extensions may be granted provided the employee notifies the Sheriff and County Administrator in writing. Personal LOAs longer than three (3) months must be approved by the Commission; the employee's length of service, job performance, certainty of return, and the needs of the department will be taken into consideration prior to approval. In no instances will a personal LOA extend beyond six (6) months.

During an approved personal LOA for up to three (3) months, employees may continue group health plan coverage under the same conditions as if they had continued to work, as long as the employee pays his or her portion of the group health premium by making on time payments to the Finance Office. If the personal LOA extends beyond three (3) months, the employee will be responsible for the full cost of the premium. The County's obligation to maintain health care coverage ceases if an employee's premium payment is more than thirty (30) days late. If an employee's payment is more than fifteen (15) days late, the County will send a letter notifying the employee that coverage will be dropped on a specified date unless the payment is received before that date.

Vacation and sick leave benefits cease to accrue any time an employee has more than two (2) weeks of unpaid leave in a calendar month.

Section 2 – Family Medical Leave Act

The County shall comply with requirements of the Federal and State Family Medical Leave Acts.

Section 3 – Additional Leave Under State Law - Military Leave and Family Military Leave

Please refer to the Knox County Personnel Policy for the Additional Leave Under State Law, Military Leave, and Family Military Leave Policies.

ARTICLE 22 – REST AND LUNCH BREAKS

Each employee may be granted a twenty (20) minute break during his/her workday, if opportunity and time permit, which may be broken into two (2) ten (10) minute breaks if so chosen. A bona fide break cannot be construed as compensatory time if not taken; therefore, break times cannot be accumulated. A bona fide break may be provided daily to an employee as a consideration, but must be authorized by the Sheriff and/or his/her designee. A twenty (20) minute break is not considered mandatory.

Each employee will be granted a thirty (30) minute lunch break during the workday, to be taken as feasible and as time and operations permit.

Employees who work sixteen (16) or more hours straight will have at least eight (8) hours rest except in the event of an emergency at the discretion and authority of the Sheriff and/or his/her designee.

ARTICLE 23 – HEALTH and DENTAL INSURANCE

Health Insurance

Section 1 – Premiums Paid

Full-time employees may elect to enroll in the County's health insurance plan.

For all full-time employees the County will pay one-hundred percent (100%) of the single coverage health insurance premium and seventy-five percent (75%) of the cost of dependent coverage.

An employee's premiums will be deducted from his/her paycheck beginning one (1) month in advance. Deductions are made twice a month; if there are three (3) pay periods in a calendar month, there is no health insurance premium deduction in the third (3rd) pay period.

Section 2 – Continuation of Coverage While Employee on Leave

The County Administrator may approve payment of health insurance premiums by the employer while the employee is on leave based upon individual circumstances, and budgeting constraints. Any decisions to grant such payment shall not be viewed as precedent. Furthermore, such decisions are in the sole discretion of the County Administrator, subject only to an appeal to the Commission. The approval or denial of the request for a payment of health insurance premiums is not grievable under this contract.

Section 3 – Medical Opt-Out Stipend for Health Insurance Non-Enrollment

Knox County offers annual stipends to full-time and regular part-time employees, who opt not to participate in the County's group health insurance plan, or who elect less dependent coverage, as long as they provide proof of health insurance elsewhere for the full twelve (12) month period (January through December, annually).

Stipends shall be paid on an annual basis, through payroll, on the last pay period of the year in which the employee or elected official qualifies. Stipends are subject to all applicable Federal and State taxes. An employee who qualifies for a stipend must be able to demonstrate the presence and level of health insurance coverage for the calendar year for which the stipend is requested, and sign a waiver. A completed waiver form, along with proof of other health insurance, must be submitted to the Administrative Office no later than December 1st of each year.

The stipends will be provided as follows:

Employee Eligibility	Employee Election	Annual Stipend
Single coverage	Does not enroll in County Plan	\$500
Employee and Children Only	Employee only	\$1,000
Employee and Spouse	Employee only	\$1,000
Employee and Children Only	Does not enroll in County Plan	\$1,500
Employee and Spouse	Does not enroll in County Plan	\$1,500
Employee and Family	Employee only	\$1,500
Employee and Family	Does not enroll in County Plan	\$2,000

Other stipulations regarding the stipend:

- If a married couple works for the County, both qualify separately for the County's health insurance, and one spouse enrolls the family, the other spouse is not eligible for the stipend.

- If an employee drops coverage for a child because the child is no longer eligible for coverage due to age, the employee is not eligible for the stipend.
- There are no prorated stipends for partial years.

Section 4 – Dental Insurance

Employees who are eligible to participate in the County's group health insurance plan may also participate in a group dental insurance plan offered by the County. The dental insurance plan shall be paid entirely by the employee or official, through payroll deduction. Employees choosing to enroll must do so prior to January 1st of each year, renewable annually. Once enrolled in the dental plan, the employee may not drop coverage unless on the annual renewal date.

ARTICLE 24 –RETIREMENT PLAN OPTIONS

Section 1 – ICMA 401(a) Money Purchase Plan or MainePERS Plan 3N

The County offers to its full-time Law Enforcement Officers the option to participate in either the "401(a)-Money Purchase Plan" through the ICMA Retirement Corporation or the MainePERS Plan 3N through the Maine Public Employees Retirement System. A summary of these two plans appears below. Law Enforcement Officers will receive detailed plan documents in order to make their decisions.

ICMA 401(a)-Money Purchase Plan: Employees opting to participate in the 401(a) plan are mandated to contribute no less than three (3%) percent of their salary or wages to the plan, while the County will then contribute a seven (7%) employer contribution. Participants may also elect to contribute additional dollars to the Plan through payroll deduction on an after-tax basis. If an employee does not elect to participate when first eligible, he or she may sign up during open enrollment in the fall, to be effective the first payroll in January. Participants do not have the right to discontinue or vary the rate of contributions after becoming a Plan participant, except for contributions over 3%. Employees are eligible for this benefit after completion of their probationary periods. The vesting schedule in the plan is as follows:

Years of Service Completed	Specified Percent Vesting
Three	50%
Four	75%
Five	100%

The terms and conditions of the ICMA Plan are established by and subject to the ICMA Retirement Corporation Prototype Money Purchase Plan & Trust Adoption Agreement, a copy of which is available from the County Finance Office.

MainePERS Plan 3N: Any new full-time Law Enforcement Officer will be provided a one-time opportunity to enroll in this Plan by contributing a percentage of their wages, as determined by the MainePERS Plan. The contribution shall be in the form of a deduction from the Law Enforcement Officer's paycheck. The County shall in turn contribute at a level to be determined annually by the actuary for MainePERS. If any Law Enforcement Officer chooses not to enroll when eligible, he/she will not be able to enroll while working for the County. If any Law Enforcement Officer resigns from employment with the County and then is rehired

later, if he/she was enrolled in MainePERS, the Law Enforcement Officer must re-enroll with MainePERS again. Detailed information is available from the Finance Office.

Section 2 – ICMA 457 Plan

The County also offers employees the opportunity to build their retirement investments and reduce today's taxes through a Section 457 Deferred Compensation Plan. This is known as the ICMA 457 Plan. Federal, and in most cases State, taxes are deferred until assets are withdrawn, usually during retirement when a person may be in a lower bracket.

Under Section 457 of the Internal Revenue Code, an employee may defer each year a maximum of one-hundred percent (100%) of his/her "gross compensation" up to an annual dollar limit, whichever is less. Contributions are made through payroll deductions. A summary of the ICMA 457 Plan is available by contacting the County Finance Office.

Section 3 – ICMA Roth IRA Plan

The County offers employees the opportunity to build their retirement investments with a Roth IRA. Employees can enroll in a Roth IRA even if they do not participate in the County's ICMA 401(a) Plan. The Roth IRA lets employees contribute after-tax dollars and withdraw them and earnings tax-free during retirement, as long as the employee has owned the Roth IRA for at least five years. The contribution shall be in the form of a payroll deduction that can be stopped at any time.

ARTICLE 25 – CALL IN AND STAND BY

When an employee is called back to work or put on stand by outside of that employee's regular work week, that employee shall receive a three (3) hour minimum call-in or stand by. Call-ins and stand-bys are not to be annexed to one end or the other of a shift. Overtime shall be calculated in accordance with Article 9, Section 2. Any call-in or stand by within the three (3) hour period following the initiating call shall not justify an additional three (3) hour call-in or stand by pay.

ARTICLE 26 - WORK RULES AND TEMPORARY RELIEF FROM DUTY

Section 1 – Work Rules

The County may adopt or amend reasonable work rules that are not in direct conflict with this Agreement. Such rules may be found in County Policies, Procedures, Rules, Regulations, Sheriff's Office Policies, Procedures, Rules, Regulations, or in the County of Knox Personnel Policy. The County will notify the Union, by notification to the steward, in writing of any new or revised rules prior to placing them in effect. Whenever possible, all rules or amendments thereto shall be posted on the departmental bulletin board for fourteen (14) calendar days before becoming effective. It shall be the responsibility of the unit employees to read the bulletin board daily. Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the County may adopt which are not inconsistent with the Agreement. Should there be any doubt as to the employee's obligations, he/she shall comply with the rules and pursue a grievance.

Section 2 – Temporary Relief from Duty

The ranking officer of any shift may relieve those under his/her command of duty, with pay, for the balance of the shift if the ranking officer determines that an employee is not properly able to carry out his/her duties. In all such cases, the ranking officer shall immediately notify the Sheriff and/or his/her designee, of such action by the quickest means possible. In addition, the ranking officer shall provide a

written report of the action taken, and the reasons therefore, to the Sheriff and/or his/her designee within forty-eight (48) hours. Such relief of duty shall not be considered a suspension or discipline of any sort.

ARTICLE 27 – INVESTIGATION OF MISCONDUCT

Section 1 – Employee Interview

If an employee is to be interviewed concerning allegations of misconduct, the investigator shall inform the employee of the specific conduct and/or allegations prompting the investigation. Nothing shall preclude the employer from expanding the scope of the investigation based upon information obtained during the investigation process. The investigator shall identify the source of the allegations, unless the employer believes that the circumstances require nondisclosure of the source.

Section 2 – Documents

When the investigation results in disciplinary action against an employee, the Employee is entitled to a copy of the non-confidential components of the investigation if the employee so chooses to grieve the decision, which may include a copy of the recorded interviews and documents gathered by the Employer as part of the investigation.

Section 3 – Union Representation

If an employee is to be interviewed concerning allegations of misconduct by the employee, the employee may have Union representation during the interview. When an employee is interviewed as a witness to alleged misconduct, that employee may have union representation at an interview when the employee reasonably believes he/she may be subject to disciplinary action as a result of the investigation.

Section 4 – Timely Investigation and Notification

The investigation shall be conducted without unreasonable delay and the employee will be advised of the final outcome of the investigation. If at the end of the thirty (30) working days, the investigation has not been completed, the Chief Deputy or his/her designee will review the status of the investigation and within seven (7) working days will provide a written report to the employee and the Sheriff as to why the investigation is not completed and may continue with the investigation if warranted or dismissed.

Section 5 – Leave from Work

Any leave from work, required by the Employer, during any such internal investigation shall be without any loss of pay and/or benefits by any employee involved in said investigation.

ARTICLE 28 – MUTUAL RESPONSIBILITIES AND DISCIPLINE

Section 1 – Mutual Responsibilities

Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the County may adopt which are not inconsistent with the Agreement. Should there be any doubt as to the employee's obligations, he/she shall comply with the rules and then grieve if he/she feels he/she has been wronged. All discipline shall be for just cause. Just cause may be established through an investigation as provided in Article 27.

Section 2 – Examples of Grounds for Discipline

The reasons listed below are illustrative of behavior or conduct, which may be grounds for discipline. The list is not intended to be exhaustive:

- A. Drinking or using illegal drugs on the job or arriving to work while under the influence, degree not needed, of intoxicating beverages or drugs.
- B. Failure to follow orders of superiors.
- C. Repeated tardiness.
- D. Failing to perform the duties of the position.
- E. Negligent or willful damage to County property.
- F. Conviction of a crime.
- G. Dishonesty, including falsification of official reports or records.
- H. Use of abusive language to the public.
- I. Negligently endangering the safety of other employees or the public.
- J. Sleeping on duty.
- K. Insubordination.
- L. Conviction of any traffic related offense that results in the loss of or suspension of the employee's right to operate a motor vehicle in the State of Maine. This will include any conviction in other states that have reciprocal Agreements with the State of Maine.
- M. Acceptance of money or a gift by any employee when given under circumstances indicating the hope or expectation of receiving better treatment than that accorded to the public in general is prohibited and may result in immediate dismissal. All employees shall be responsible for providing county services to the public in a courteous and polite manner.
- N. Failure to follow department policy.

Section 3 – Disciplinary Measures

Disciplinary action or measures may include, but are not limited to the following:

- Oral Reprimand
- Written Reprimand
- Suspension
- Termination of Employment

The measures need not be applied in sequence depending on the seriousness of the infraction. All Oral and Written Reprimands, Suspensions and Terminations will be documented in the employee's personnel file.

Section 4 – Records of Discipline

Employees may request removal of a disciplinary record at any time later than eighteen (18) months after discipline has been finally determined and put in the employee's file. The Sheriff has discretion on whether to remove a disciplinary record from an employee's file. The Sheriff's decision may be

appealed to the County Administrator, but this decision or the County Administrator's decision, if review is sought, is final and not subject to arbitration.

ARTICLE 29 – PERSONNEL FILES

- A. An employee's personnel file shall be the official repository for all information related to the employee's employment with the County. It consists of two folders, one medical file containing private health information, and one containing all other documents. With the exception of information relating to compensation, training, and Sheriff's Office investigative reports, neither the Sheriff nor any other County official, officer or employee shall establish or maintain any other file or record of information relating to the employee or the employee's employment with the County. Each employee's personnel file shall be physically maintained in the County Administrative Office, and shall be maintained in such a manner as to prevent the unauthorized viewing of the information contained in such file. Copies of documents containing information related to an employee's training may also be maintained by the Sheriff for employees of the Sheriff's Office. "Information related to training" means documentation of formalized training that has been provided to an employee with respect to an employee's employment.
- B. Upon request, the employee shall have the right to inspect his/her own personnel record. An appointment for such inspection shall be during regular business hours and shall be conducted under supervision of the County. The employee shall have the right to request a copy of his/her own personnel file for that employee's own use. No record shall be withheld from an employee's inspection. The employee shall have a right to have added to that employee's personnel file a written refutation of any material which that employee considers detrimental.
- C. The release or dissemination of personnel records or information contained therein shall be governed by applicable state and federal law, including, without limit, the provisions of 5 U.S.C. § 552, et seq., 1 M.R.S. § 401, et. seq., and 30-A M.R.S. § 503. The release, dissemination or distribution of any information contained in personnel records shall be limited as provided by those statutes, and any other applicable provision of federal or state law, except as follows: (1) with the written consent of the employee whose records are in question, (2) pursuant to a court order, or (3) pursuant to a legally authorized subpoena. In the event that a legally authorized subpoena is served upon the County and requires that the personnel records be furnished, the County shall inform the employee of the existence of the subpoena so that the employee may take whatever action the employee deems necessary to prevent the release of the records. The County shall have no further obligation to object to, or otherwise resist, the command of the subpoena.

ARTICLE 30 – AVAILABILITY OF AGREEMENT

The employer shall furnish to the Unit Chair copies of the Collective Bargaining Agreement. The Union shall furnish each present employee with a copy of the Collective Bargaining Agreement.

ARTICLE 31 – WORK STOPPAGE

Employees within the bargaining unit, the Union and its officers at all levels agree that they will not instigate, promote, sponsor, or engage in any work stoppage or slowdown during the course of this Agreement. In the event that Union members participate in such activities in violation of this provision, the Union shall notify the members so engaged to cease and desist from such activities and

instruct the members to return to their normal duties. The employer agrees there will be no lockouts during the term of this Agreement.

The union and employees obligations as set forth in this article are intended to be consistent with the provisions of 26 M.R.S. § 964(2)(c).

ARTICLE 32 – SEPARABILITY OR SAVINGS

If any Article or Section of this Agreement shall be found contrary to any law, such invalidity shall not affect the validity of the remaining provisions. The County and the Union agree to meet and negotiate a replacement language within thirty (30) days of the declaration of invalidity of such Article or Section.

In the event that the County and Union are unable to agree on a replacement clause or language as provided herein, the provisions of 26 M.R.S. § 965 are applicable and available to both parties.

ARTICLE 33 – MANAGEMENT RIGHTS

The Union agrees that the Sheriff, in cooperation with the County Administrator and the Commission, has and will continue to retain the sole and exclusive right to manage the operation of the Sheriff's Office and retains all management rights, whether exercised or not, unless specifically abridged, modified or delegated by the provisions of this Agreement. Such rights include, but are not limited to, the right to determine the mission, location and size of the Sheriff's Office; the right to direct the work force; the right to establish specifications and qualifications for each position or class of positions; the right to discipline and terminate employees for just cause; the right to determine the duties and assignments of employees; the right to reduce the size of the work force; the right to contract out for goods and services for bona fide operational or economic reasons; the right to install new, improved or changed methods of operations; the right to make temporary layoffs, the right to examine, test, recruit, select, hire, train, promote or transfer employees; and the right to take whatever actions are necessary to carry out the mission of the Sheriff's Office in the event of an emergency.

ARTICLE 34 – MILEAGE AND TRAVEL REIMBURSEMENT

Please refer to the Knox County Personnel Policy (Travel Expenses) for Mileage and Travel Reimbursement.

ARTICLE 35 – SENIORITY

The County will prepare seniority lists of this unit, with the employee with the greatest seniority (years of service from last date of hire) listed first in each division. The seniority list, which was in effect at the time of execution of this Agreement, is attached hereto as Appendix D. Said list shall be subject to amendment from time to time, as circumstances shall warrant. The County will post the list permanently during the year and the list will be reviewed annually.

Said list, and amendments thereto, as the same are promulgated, shall be posted in a conspicuous place in the Sheriff's Office for a period of not less than thirty (30) days. In addition thereto, said list as amended shall be brought up to date on January 2nd of each year. Any objections to the seniority list as

posted must be reported to the Sheriff and/or his/her designee within ten (10) days from the date posted or it stands as accepted, whereupon, it shall take full force and effect.

Seniority, for the purposes of this Agreement, shall be the length of continuous service within the unit from the last date of last hire. However, for layoffs, vacation preferences and shift assignments, seniority shall be defined as the length of the time within classification.

In the event that it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority, by classifications, with bumping rights relative to a position previously held. All affected employees shall receive two (2) calendar weeks' notice of lay-off if at all possible. Employees shall be recalled from lay-off according to their seniority by classification. No new employee will be hired until all employees on lay-off status have been afforded one recall notice. Such recall notice shall consist of one (1) certified, return-receipt requested letter to be sent to the employee's last known official address.

ARTICLE 36 – CONCLUSION OF NEGOTIATIONS AND RELATIONSHIP BETWEEN THIS AGREEMENT TO OTHER INSTRUMENTS

Section 1 – Conclusion of Negotiations

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter of collective bargaining, and that the understanding and Agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2 – Relationship to Knox County Charter

The parties acknowledge that Knox County is subject to a Charter form of government. The Knox County Charter establishes the structure of the government of Knox County, subject only to the limits of the Constitution of Maine and the United States. *30-A M.R.S. § 1301*. The parties acknowledge that this Agreement must be consistent with the provisions of the Charter, and to the extent that there is any inconsistency between the provisions of this Agreement and the provisions of the Charter, those of the Charter shall govern. If either party believes that an inconsistency between this Agreement and the Charter exists, that party shall give the other party written notice of the perceived inconsistency. If there is a dispute as to whether or not an inconsistency between this Agreement and the Charter in fact exists, that dispute may be brought by either party to the Superior Court for adjudication. Such action shall be brought within thirty (30) days of the receipt of the notice referred to herein.

If the party receiving the notice does not file an action as specified herein within thirty (30) days, and if no other agreement or resolution is reached between the parties with respect to the perceived conflict, then the conflict as identified in the notice shall be determined to exist.

Section 3 – County of Knox Personnel Policy

The County of Knox Personnel Policy remains in effect and applies to employees covered by this Agreement. However, to the extent that there is any conflict between the Personnel Policy and this Agreement, this Agreement shall govern for employees who are covered by this Agreement. The Union and employees acknowledge that the Personnel Policy is one source of work rules which employees are obligated to abide by, except to the extent that one or more such rules are displaced by the terms of this Agreement.

Section 4 – Other Instruments

As provided in Article 26, the provision of various County or Sheriff's Office Rules, Regulations, Policies or Procedures are considered work rules and are binding upon employees covered by this Agreement, except to the extent inconsistent with the express terms of this Agreement.

ARTICLE 37 – EDUCATIONAL INCENTIVE

The County recognizes the benefit to all that is derived from continuing education. If the employee holds, or upon attainment of the following degrees, the employee will be paid:

1. Associates Degree: \$.20 per hour above base rate of pay
2. Bachelor's Degree: \$.30 per hour above base rate of pay

In order to receive this compensation, the employee must provide proof of obtaining the degree to the Sheriff and/or his/her designee and County Administrator.

ARTICLE 38 – DURATION AND EFFECTIVE DATES

Unless specifically otherwise provided herein, this Agreement shall be effective January 1, 2021.

This Agreement shall expire on December 31, 2023. However the parties agree to begin bargaining no later than May 1, 2023 and attempt to reach final agreement for a successor contract by September 30, 2023.

If a new agreement has not been reached prior to the expiration date of this agreement, the provisions set forth in this agreement shall continue in full force and effect until the date of execution of a new agreement.

FOR THE COUNTY

FOR FRATERNAL ORDER OF POLICE

Knox County Commission



Richard L. Parent, Commission Chair



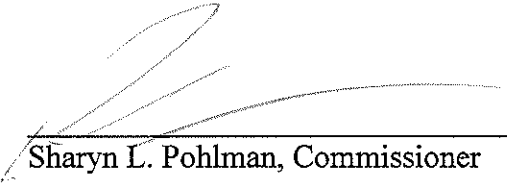
Michael Edes, FOP Executive Director



Dorothy G. Meriwether, Commissioner



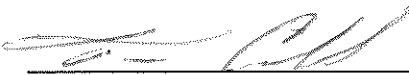
Christopher Taylor, President FOP Lodge 700



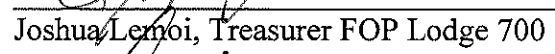
Sharyn L. Pohlman, Commissioner



Paul Spear, Vice-President FOP Lodge 700



Timothy K. Carroll, Sheriff



Joshua Lemoi, Treasurer FOP Lodge 700



Drew Graham, Secretary FOP Lodge 700

2/22/2021

Date Signed by County

1/21/2021

Date Signed by Union

APPENDIX A

**County of Knox
And
FRATERNAL ORDER OF POLICE
Knox County Sheriff's Lodge 700**

OFFICIAL GRIEVANCE FORM

Employee Name _____

Union Representative _____

Patrol

STEP 2

The above named employee represents that he/she has properly invoked Step One of the grievance process as set forth in Article 4 of the Collective Bargaining Agreement between the Fraternal Order of Police Knox County Deputy Sheriff's Association Lodge 700 and the County of Knox. The employee states that the grievance has not been satisfactorily resolved to the employee and by submitting this Official Grievance Form invokes Step Two of the grievance process.

Section of Agreement violated: _____

List Applicable violation: _____

Requested Relief: _____

Dated: _____

Employee

Union Representative

Response of Sheriff

Written Response of Sheriff:

The Sheriff is not authorized to afford the employee the relief requested in the grievance. The employee or union representative may proceed to Step Three of the grievance procedure.

Date: _____

Sheriff

STEP 3

The employee/union is not satisfied with the Sheriff's response to the grievance pursuant to Step Two of the procedure, and therefore presents the above-stated grievance to the County Administrator pursuant to Step Three of Article 4 of the Collective Bargaining Agreement.

Section of Agreement violated: _____

List Applicable violation: _____

Requested Relief: _____

Dated: _____

Employee

Union Representative

County Administrator's Written Decision

See attached written decision

Dated: _____
County Administrator

STEP 4

The employee/union is dissatisfied with the decision of the County Administrator and hereby appeal the County Administrator's decision to the County Commission pursuant to Step Three of Article 4 of the Collective Bargaining Agreement.

Section of Agreement violated: _____

List Applicable violation: _____

Requested Relief: _____

Dated: _____
Employee

Union Representative

COUNTY COMMISSION DECISION

See attached written decision.

Dated: _____

Commissioner

Commissioner

Commissioner

ARBITRATION

The employee/union are dissatisfied with the Commission's determination on the employee's grievances set forth above and hereby submit this matter to arbitration as provided in Step Five of Article 4 of the Collective Bargaining Agreement.

Dated: _____

Employee

Union Representative

APPENDIX B

2021 Knox County Grades and Salary Ranges

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
13*	\$20.33	\$20.74	\$21.15	\$21.57	\$22.01	\$22.45	\$22.89	\$23.35	\$23.82	\$24.30	\$24.78	\$25.28	\$25.78	\$26.30	\$26.83	\$27.36	\$27.91	\$28.47
3%	\$20.94	\$21.36	\$21.79	\$22.22	\$22.67	\$23.12	\$23.58	\$24.05	\$24.53	\$25.03	\$25.53	\$26.04	\$26.56	\$27.09	\$27.63	\$28.18	\$28.75	\$29.32
15	\$23.71	\$24.18	\$24.67	\$25.16	\$25.66	\$26.18	\$26.70	\$27.24	\$27.78	\$28.34	\$28.90	\$29.48	\$30.07	\$30.67	\$31.28	\$31.91	\$32.55	\$33.20
3%	\$24.42	\$24.91	\$25.41	\$25.92	\$26.43	\$26.96	\$27.50	\$28.05	\$28.61	\$29.19	\$29.77	\$30.36	\$30.97	\$31.59	\$32.22	\$32.87	\$33.53	\$34.20
16	\$25.61	\$26.12	\$26.64	\$27.18	\$27.72	\$28.28	\$28.84	\$29.42	\$30.01	\$30.61	\$31.22	\$31.84	\$32.48	\$33.13	\$33.79	\$34.47	\$35.16	\$35.86
3%	\$26.38	\$26.91	\$27.44	\$27.99	\$28.55	\$29.12	\$29.71	\$30.30	\$30.91	\$31.52	\$32.16	\$32.80	\$33.45	\$34.12	\$34.81	\$35.50	\$36.21	\$36.94

3% Added to 2020 Knox County Grades and Ranges for 2021

* The starting pay for Grade 13 Patrol Deputies who have not fully met the qualifications will be \$0.50/hour less than the designated Step until the qualifications are fully met, or at six months of employment, whichever occurs first.

APPENDIX B - 1

2022 Knox County Grades and Salary Ranges

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
13*	\$20.94	\$21.36	\$21.79	\$22.22	\$22.67	\$23.12	\$23.58	\$24.05	\$24.53	\$25.03	\$25.53	\$26.04	\$26.56	\$27.09	\$27.63	\$28.18	\$28.75	\$29.32
3%	\$21.57	\$22.00	\$22.44	\$22.89	\$23.35	\$23.81	\$24.29	\$24.78	\$25.27	\$25.78	\$26.29	\$26.82	\$27.35	\$27.90	\$28.46	\$29.03	\$29.61	\$30.20
15	\$24.42	\$24.91	\$25.41	\$25.92	\$26.43	\$26.96	\$27.50	\$28.05	\$28.61	\$29.19	\$29.77	\$30.36	\$30.97	\$31.59	\$32.22	\$32.87	\$33.53	\$34.20
3%	\$25.15	\$25.66	\$26.17	\$26.70	\$27.22	\$27.77	\$28.32	\$28.89	\$29.47	\$30.07	\$30.67	\$31.27	\$31.90	\$32.53	\$33.18	\$33.86	\$34.53	\$35.22
16	\$26.38	\$26.91	\$27.44	\$27.99	\$28.55	\$29.12	\$29.71	\$30.30	\$30.91	\$31.52	\$32.16	\$32.80	\$33.45	\$34.12	\$34.81	\$35.50	\$36.21	\$36.94
3%	\$27.17	\$27.71	\$28.26	\$28.83	\$29.41	\$29.99	\$30.60	\$31.21	\$31.84	\$32.47	\$33.12	\$33.79	\$34.45	\$35.14	\$35.85	\$36.57	\$37.30	\$38.05
3% Added to Knox County FOP 2021 Grades and Ranges for 2022																		

* The starting pay for Grade 13 Patrol Deputies who have not fully met the qualifications will be \$0.50/hour less than the designated Step until the qualifications are fully met, or at six months of employment, whichever occurs first.

APPENDIX B - 2

2023 Knox County Grades and Salary Ranges

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
13*	\$21.57	\$22.00	\$22.44	\$22.89	\$23.35	\$23.81	\$24.29	\$24.78	\$25.27	\$25.78	\$26.29	\$26.82	\$27.35	\$27.90	\$28.46	\$29.03	\$29.61	\$30.20
3%	\$22.22	\$22.66	\$23.11	\$23.58	\$24.05	\$24.52	\$25.01	\$25.52	\$26.03	\$26.55	\$27.08	\$27.62	\$28.17	\$28.74	\$29.31	\$29.90	\$30.50	\$31.11
15	\$25.15	\$25.66	\$26.17	\$26.70	\$27.22	\$27.77	\$28.33	\$28.89	\$29.47	\$30.07	\$30.67	\$31.27	\$31.90	\$32.53	\$33.18	\$33.86	\$34.53	\$35.22
3%	\$25.90	\$26.43	\$26.96	\$27.50	\$28.04	\$28.60	\$29.18	\$29.76	\$30.35	\$30.97	\$31.59	\$32.21	\$32.85	\$33.51	\$34.18	\$34.88	\$35.57	\$36.28
16	\$27.17	\$27.71	\$28.26	\$28.83	\$29.41	\$30.00	\$30.60	\$31.21	\$31.84	\$32.47	\$33.12	\$33.79	\$34.45	\$35.14	\$35.85	\$36.57	\$37.30	\$38.05
3%	\$27.99	\$28.54	\$29.11	\$29.69	\$30.29	\$30.90	\$31.52	\$32.15	\$32.79	\$33.45	\$34.12	\$34.80	\$35.48	\$36.19	\$36.93	\$37.66	\$38.42	\$39.19

3% Added to Knox County FOP 2022 Grades and Ranges for 2023

* The starting pay for Grade 13 Patrol Deputies who have not fully met the qualifications will be \$0.50/hour less than the designated Step until the qualifications are fully met, or at six months of employment, whichever occurs first.

APPENDIX C

**KNOX COUNTY SHERIFF'S OFFICE
 SENIORITY LIST - Patrol Division**

Jan-21

Division	Branch	Name	Date of Hire	Title
Law Enforcement	Supervisory	Reginald E. Walker	6/7/1987	Dispatcher; Deputy; Patrol Supervisor 9/12/89; Detective 7/01/90; Patrol Supervisor 3/10/91; Patrol Administrator 1/04/98; Detective 5/20/01, Det. Supervisor 3/16/08
Law Enforcement	Supervisory	John L. Palmer	8/6/2006	Deputy; Patrol Supervisor 1/20/13
Law Enforcement	Supervisory	Paul C. Spear	3/25/2012	Deputy; Patrol Supervisor 1/01/2020
Law Enforcement	Supervisory	Vacant		Patrol Supervisor
Law Enforcement	Patrol	Max D. King	6/1/2014	Deputy, MDEA 6/29/14
Law Enforcement	Patrol	Daniel J. Landers	5/21/2017	Deputy; Deputy - North Haven 8/18/17; Deputy - Vinalhaven 2/02/2020; Deputy 11/16/2020
Law Enforcement	Patrol	Timothy M.A. Davis	11/1/2017	Deputy
Law Enforcement	Patrol	Drew A. Graham	12/1/2017	Deputy (Temporary F/T-Holding MDEA Slot); Deputy 3/26/18
Law Enforcement	Patrol	Vitaly A. St. Thomas	1/23/2019	Deputy (Temporary F/T-Holding MDEA Slot); Deputy 2/18/19
Law Enforcement	Patrol	Juan J. Alcalá	3/4/2019	Deputy (Temporary F/T-Holding MDEA Slot); Deputy 3/28/19
Law Enforcement	Patrol	Jacob C. Labo	4/1/2019	Deputy (Temporary F/T-Holding MDEA Slot); Deputy-Vinalhaven 5/19/19; Deputy 6/30/19
Law Enforcement	Patrol	Christopher C. Taylor	9/1/2019	Deputy
Law Enforcement	Patrol	Brandon C. Sperring	9/8/2019	Deputy
Law Enforcement	Patrol	Samuel R. Butler	1/5/2020	Deputy
Law Enforcement	Patrol	Joshua R. Lemoi	3/29/2020	Deputy - North Haven (Temporary F/T-Holding MDEA Slot); Deputy - North Haven 11/16/2020
Law Enforcement	Patrol	Chad M. Abbott	11/16/2020	Deputy - Vinalhaven (Temporary F/T-Holding MDEA Slot)
Law Enforcement	Investigative	Justin E. Twitchell	9/15/1998	Deputy, Detective (temporary promotion 7/17/05); Detective 2/28/07
Law Enforcement	Investigative	Dwight G. Burtis	5/6/2007	Deputy; Domestic Violence Coordinator 8/17/08
Law Enforcement	Investigative	Donald S. Murray	11/15/2006	Deputy, Detective (temporary promotion 2/24/08); Deputy 12/13/09; Detective 4/24/11

Seniority List will be modified as required.


SIDE LETTER


NOW COMES Knox County and the Fraternal Order of Police Knox County Deputy Sheriff's Association Lodge 700, signatories to a Collective Bargaining Agreement effective January 1, 2021 to December 31, 2023, hereby agree to reopen negotiations on wages for the calendar years 2022 and 2023.


FOR THE COUNTY

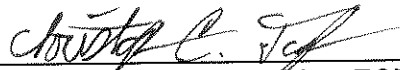
FOR FRATERNAL ORDER OF POLICE

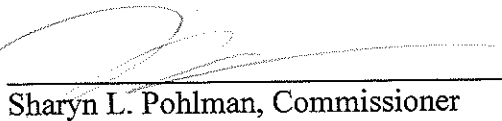
Knox County Commission


Richard L. Parent, Commission Chair



Michael Edes, FOP Executive Director



Dorothy G. Meriwether, Commissioner

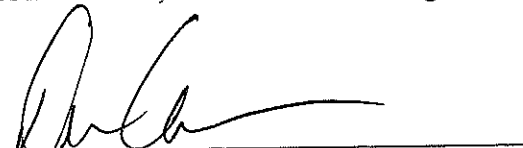

Christopher Taylor, President FOP Lodge 700


Sharyn L. Pohlman, Commissioner


Paul Spear, Vice-President FOP Lodge 700


Timothy K. Carroll, Sheriff


Joshua Lemoi, Treasurer FOP Lodge 700


Drew Graham, Secretary FOP Lodge 700


Date Signed by County


Date Signed by Union