

# F.O.P. LODGE 13 OFFICIAL RATIFICATION

Ratification Date: September 16, 2020

## COLLECTIVE BARGAINING AGREEMENT BETWEEN THE SOMERSET COUNTY COMMISSIONERS AND SOMERSET COUNTY SHERIFF'S DEPARTMENT L.E.D. FRATERNAL ORDER OF POLICE, LODGE 13

### PREAMBLE

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

### ARTICLE 1 – RECOGNITION

- A. The employer recognizes the Fraternal Order of Police, Lodge 13 as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours, working conditions and grievance arbitration for all its eligible regularly scheduled employees within the bargaining unit, as determined in accordance with the Municipal Public Employees Labor Relations Act (26 M.R.S.A. § 962, as amended as follows: Law Enforcement Division: Law Enforcement Detective Lieutenant (Criminal Investigation Division Supervisor), Law Enforcement Division Patrol Lieutenant (Patrol Division Supervisor), Law Enforcement Division Detective (Detective), Law Enforcement Division Patrol Deputy (Corporal - Shift Supervisor), Law Enforcement Division Patrol Deputy (Deputy) and any un-specified promotion or assignment of the aforementioned Law Enforcement Division employees during the lifetime of this agreement. Excluded are all other employees of the Sheriff's Department. For the purpose of this contract "Sheriff's Department" shall be deemed to mean all operations of the Law Enforcement Division of the Sheriff's Department in which person in the foregoing positions are employed.
- B. All new employees who are certified as full time Law Enforcement Officers by the Maine Criminal Justice Academy, or have received a waiver from the Maine Criminal Justice Academy Board of Trustees shall serve a probationary period of six (6) months, provided that the employee has served at least twelve (12) months as a full time Police Officer. All new employees that are not certified, or have not received a waiver upon hire shall serve a probationary period of twelve (12) months, following certification or receipt of waiver as per Title 30-A § 2701 M.R.S. Probationary Law Enforcement employees shall have no seniority rights or grievance rights during the first six (6) months of the probationary period, and shall be subject to all other clauses of this Agreement, during which time they shall be considered department employees for contractual benefits, except for rights afforded under the just cause provision for discipline and discharge. Such employees who have worked said six (6) months shall be known as regular employees and the total probationary period shall be considered part of the seniority time.
- C. The parties recognize that when the term "Department Head" appears throughout this contract, it means the Sheriff and/or his/her designee.

### ARTICLE 2 – UNION RIGHTS

- A. Access to Premises
  - 1. Authorized agents of the Fraternal Order Of Police shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the agreement is being adhered to, provided, however, that there are no interruptions of the Employer's or employee's working schedule, and providing that the Immediate Supervisor or Chief Deputy is notified reasonably in advance.
- B. Check off Authorization

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1. The Employer shall deduct regular dues from the employees (and initiation fees) upon receipt of a signed authorization form from each employee (a copy of which is to be retained by the employer) and a certified statement from the Fraternal Order of Police, Lodge 13 confirming the amount of dues.
2. The Employer shall forward all such dues and fees so collected to a bank account identified by the Secretary-Treasurer of the Fraternal Order of Police, Lodge 13 before the end of the month following the month in which deductions are made.

### C. Union Security

1. Join as full members of the Fraternal Order of Police, Lodge 13 and be entitled, by this status, to participate in all Fraternal Order of Police, Lodge 13 functions, activities, and receive all benefits awarded by such membership.

### D. Bulletin Boards

1. The employer agrees to provide suitable space for and maintain a bulletin board in each work location. The Fraternal Order of Police, Lodge 13 shall limit its use of the bulletin board to official business, such as meeting notices and Fraternal Order of Police bulletins.

### E. Non-Discrimination

1. The use of male or female gender nouns or pronouns is not to describe any specific employee or group of employees, but is intended to refer to all employees in job classification, regardless of sex.

### F. Fraternal Order of Police, Lodge 13, President & Vice President

1. The Fraternal Order of Police, Lodge 13 will elect a President & Vice President. If it is necessary for a the President or Vice President to investigate or process a grievance during working hours, such functions shall be performed without loss of time or pay provided, however, that such functions are mutually scheduled with the Employer and do not interfere with the employee's performance of his/her duties.

### G. Union Activities

1. Two (2) members of the negotiating team, which shall consist of the Fraternal Order of Police, Lodge 13 President & Vice President and/or their designee/s, shall be allowed reasonable time off without loss of pay to represent the Fraternal Order of Police, Lodge 13 on all negotiations mutually scheduled with the County during working hours concerning the collective bargaining agreement.
2. The Fraternal Order of Police, its representatives, members, and the employees in the bargaining unit agree that they will not instigate, promote, tolerate, or engage in any strike, work stoppage, slowdown, or any other interruption or interference with the operations or work of the County. In the event that any such persons engage in any such activity, the Fraternal Order of Police shall promptly notify those so engaged to cease and desist from such activities and to return to their regular duties, and provide a copy of the notification to the Sheriff and County Commissioners. Any employee participating in these prohibited activities may be discharged by the Sheriff and County Commissioners in accordance with the provisions contained in Maine Revised Statutes Title 30-A and County Policy.

## ARTICLE 3 – INDIVIDUAL AGREEMENT

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

### ARTICLE 4 – MANAGEMENT RIGHTS AND DEPARTMENT RULES

- A. The employer retained all rights and authority to manage and direct its employees and to determine work shift assignments, except as otherwise specifically provided in this agreement. The Fraternal Order of Police, Lodge 13 acknowledges the right of the Employer to make such rules and regulations governing the conduct of its employees that are not specifically inconsistent with the provisions of this Agreement. Two (2) copies of Department Rules and Changes will be provided to the Fraternal Order of Police, Lodge 13 President upon the effective date of any changes.

### ARTICLE 5 – PAID LEAVE OF ABSENCE

#### A. Sick Leave

##### 1. Employees hired before July 1, 2015 :

- a. Eligible employees shall earn eight (8) hours sick leave per month for each full month of completed service up to a maximum of 720 hours. Sick leave shall be earned by an employee at the foregoing rate, in any month in which the employee is compensated for forty (40) hours or more of actual work. For the purpose of this Article, however, earned vacation time shall be considered as working time. Employees who are scheduled for a shift longer than eight (8) hours, shall suffer no loss of pay when they are absent due to illness, provided they have sick time available. The absence shall not qualify for sick leave if any compensation is received pursuant to the Workers Compensation Act.
- b. All accumulated sick time over 720 hours will be paid to the employee the first full payroll in December each year of this agreement. If an employee uses his /her sick time during that period (month of December), it will be deducted from the following years' accumulation.
- c. For Employees who have at least ten (10) years of service, upon retirement, separation from service in good standing or death, shall receive one-half (1/2) of one (1) day's pay for each day accumulated and unused sick leave up to 720 hours, which shall be paid to the employee, his/her beneficiary, or his/her estate, as circumstances warrant within 12 months from the date of retirement or within 12 months of written notice of retirement. After twenty (20) years of service employees upon retirement from service or death, shall receive three-quarters (3/4) of one (1) day's pay for each day of accumulated and unused sick leave up to 720 hours. If all conditions are met, the benefit shall be paid to the employee, or his/her beneficiary, who is identified in a written document furnished to the County before payment is made, or to his/her estate, as circumstances shall warrant.

##### 2. Employees hired after June 30, 2015:

- a. Eligible employees shall earn eight (8) hours sick leave per month for each full month of completed service. Sick leave shall be earned by an employee at the foregoing rate, in any month in which the employee is compensated for forty (40) hours or more of actual work.
- b. For the purpose of this Article, however, earned vacation time shall be considered as working time. Employees who are scheduled for a shift longer than eight (8) hours, shall suffer no loss of pay when they are absent due to

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illness, provided they have sick time available. The absence shall not qualify for sick leave if any compensation is received pursuant to the Workers Compensation Act.

3. If the employee is sick-free for each four months of any year, the employee shall receive one (1) personal day off. Any personal days earned under this provision must be used within a time period of ninety (90) days beyond December 31<sup>st</sup> of the year in which they earned said personal days off.
4. An eligible employee shall be entitled to sick leave pay when, by reasons of “non-service connected” disability injury or illness, she/he is able to perform none of the duties for which she/he is qualified or for medical and dental appointments.
5. Sick leave pay for up to three hundred sixty-five (365) consecutive days of sick leave shall be granted at the discretion of the Employer.
6. After two (2) days of absence or after four (4) sick events, the “Department Head” may, in a timely manner request a doctor’s certificate of illness, disability or ability to return to work.
7. Donation of Sick Leave
  - a. Employees may donate accumulated sick leave into a sick leave bank. This sick leave is for the sole purpose of donating sick leave hours to other County employees who meet the following criteria:
    - (1) Employees receiving such donation shall have exhausted all of their own accumulated Sick Leave
    - (2) Employees receiving such donation shall have exhausted all of their own paid leave, other than sick leave.
8. For the purposes of this article, the use of sick time will be counted as hours worked, with no reduction in overtime, if overtime has accrued.

### H. Vacations

1. The vacation schedule for all regular employees shall be as follows:
  - i. Six (6) months of service: 43 hours vacation.
  - ii. One (1) year of service: 86 hours vacation.
  - iii. Two (2) years of service: 96 hours vacation.
  - iv. Four (4) years of service: 112 hours vacation.
  - v. Six (6) years of service: 129 hours vacation.
  - vi. Eight (8) years of service: 144 hours vacation.
  - vii. Ten (10) years of service: 160 hours vacation.
  - viii. Twelve (12) years of service: 176 hours vacation.
  - ix. Fourteen (14) years of service: 192 hours vacation.
  - x. Sixteen (16) years of service: 208 hours vacation.
  - xi. Eighteen (18) years of service: 224 hours vacation.
  - xii. Twenty (20) years of service: 240 hours vacation.
  - xiii. Twenty-one (21) years of service: 248 hours vacation.
  - xiv. Twenty-two (22) years of service: 256 hours vacation.
  - xv. Twenty-three (23) years of service: 264 hours vacation.
  - xvi. Twenty-four (24) years of service: 272 hours vacation.

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xvii. Twenty-five (25) years of service: 280 hours vacation.

2. Entitlement to vacation under this Article shall be determined as of the employee's anniversary date each year. Vacations shall be granted at the Immediate Supervisor's discretion. For the purpose of computing continuous service, it is agreed that time incurred while the employee is absent because of sickness or disability, or on a layoff of less than six (6) months duration, shall be deemed to be time worked.
3. Employees may carry forward no more than one hundred and sixty (160) hours of vacation from anniversary date to anniversary date.
4. Employees who separate from service, voluntarily leave his/her employment, retire or are dismissed for cause, after one (1) year, said employee shall be entitled to vacation pay for all unused vacation earned in the preceding anniversary year, but shall be entitled to pro-rated vacation credits earned in the anniversary year in which the employee separates from service, retires, is dismissed or voluntarily leaves. Said employee shall be paid the wages equivalent to the accrued vacation, but in no case shall it exceed one hundred and sixty (160) hours (or the accumulation of earned vacations in ten (10) years, provided the employee submits a written notice fourteen (14) days in advance of his/her last day of actual work).
5. In any event that an employee covered hereby dies during the term of this Agreement, his/her accrued vacation credit, if any, shall be paid the wage equivalent to the employee's estate and/or beneficiaries on record. Any accrued vacation credit, if any, may go to an employee's designated beneficiary provided the employee has filled out and had notarized the County designated beneficiary form. If such form has not been filled out, then any accrued credit shall go to the employee's estate.

### I. Bereavement Leave

1. In the event of the death of a spouse or a natural or step child of an employee or significant other, the employee shall be granted five (5) calendar days leave of absence with full pay to make household adjustments or to attend the funeral services. Three (3) calendar days for such purposes shall be granted for the death in the immediate family of an employee or of an employee's spouse's. "Immediate family" is hereby defined to include parents, person sharing living quarters, brothers, sisters, parents-in-law, grandparents, grandchildren, step parents, and foster parents.
2. In the event of a death of an aunt, uncle, or nephew, an employee shall be granted one (1) calendar day off with full pay to attend the funeral.
3. The Immediate Supervisor may grant additional time off as he/she deems necessary for hardship or cause.

### J. Holidays

1. Employees will be paid for holidays only if they are formally on the payroll and working the day prior to the holiday in the case of entering employees or the day immediately following the holiday for terminating employees.
2. The following holidays shall be paid holidays for all Department employees.

i. New Year's Day

ii. Martin Luther King Day

iii. President's Day

iv. Patriot's Day

v. Memorial Day

vi. Independence Day

vii. Labor Day

viii. Columbus Day

ix. Veteran's Day

x. Thanksgiving Day

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**xi.** Christmas day

**xii.** One (1) Floating Day

The County will also recognize any holiday declared by the Federal Government.

3. The Floating day must be used within the calendar year during each year of the contract. The day must be requested five (5) days in advance of it being used. If the day is unused, it will be paid during the first pay period in December. The scheduling of the day off will be approved by and at the discretion of the Immediate Supervisor.
4. For employees normally working day shifts Monday through Friday, if the holiday falls on a Saturday, the observation of the holiday will be on the previous Friday. If a holiday falls on a Sunday, the observation of the holiday will be on the following Monday. Employees working on the day when the holiday is observed shall be paid their regular rate of pay for the hours worked in addition to holiday pay for the number of hours in the employee's normal shift.
5. Employees not normally working day shifts Monday through Friday working the actual holiday shall receive payment of time and one half ( $\frac{1}{2}$ ) for all hours actually worked, in addition to holiday pay for actual hours worked for that shift.

### **K.** Military Leave

1. Full-time regular employees who are members of the National Guard or military reserves, and are required to perform annual military training will be granted reserve service leave, in addition to vacation leave, not to exceed seventeen (17) calendar days in any calendar year. For any such period of military reserve service leave, the Employer will pay the employee the difference, if any, between total service pay and for said training duty and the employee's regular compensation. The employee using military reserve service leave shall furnish the Immediate Supervisor with an official statement of military reserve service pay received, prior to receiving any pay for the time in service.
2. Full-time regular employees who are members of the National Guard or the military reserve will be granted a leave of absence when ordered to active duty for training or combat operations. Any such leave of absence shall be without pay.
3. The employee may continue to participate in the group insurance program pursuant to carrier qualifications by paying the cost of continuing his/her coverage as well as that of his/her dependents during the period of military service.

### **L.** K-9 Team / K-9 Handlers

1. K-9 handlers will earn 3.5 hours compensation time (CTO), per week at straight time. CTO will be for maintenance of the assigned animal. CTO will not exceed 183 hours of time earned per year.
2. All accumulated time, up to 183 hours will be paid to the K-9 handler, the first full payroll in December each year of this agreement. If the K-9 handler uses his /her CTO time during that period (month of December), it will be deducted from the following years' accumulation.
3. K-9 handler will not earn CTO for times of when not caring / maintaining the animal. Examples of this would be, if the animal is dropped off and taken care of by another person, off site kennels, family members, or any business, or person taken care of the animal in place of the K-9 handler.

## **ARTICLE 6 – UNPAID LEAVE OF ABSENCE**

### **A.** Unpaid Leave.

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1. An unpaid leave of absence of up to one (1) year may be authorized by the Commissioners and Sheriff at their discretion.

### B. Family Medical Leave.

1. The Employer will integrate the provisions of the Family Medical Leave Act with other leaves in this Agreement. All accrued paid leave must be used for Family Medical Leave. The balance of the family medical leave will be unpaid leave. Article 6 is subject to the Family Medical Leave Act and shall in no way circumvent, change or modify the rights or intent given under the Family Medical Leave Act.

### C. Return from Leave.

1. Employees returning from such leave of absences shall be entitled to previous service counting toward benefits.

## ARTICLE 7 – TRAINING

- A. Employees will utilize the patrol car or other County vehicle, if available, or be paid mileage at the rate of not less than the current State rate per mile for miles traveled in connection with authorized training or other County business. Employees shall receive the minimum required mandatory certification per year paid by the County.

1. Additionally, the Employee shall be paid at his/her regular rate for all hours in attendance at mandatory training sessions. Any hours spent in mandatory training which exceed that of a normal pay period shall be paid at the overtime rate of pay. Mandatory training is any training the employee is scheduled to attend, by the Sheriff or his/her designee.
2. For the purposes of the computation of overtime hours worked; only time spent actively working or training will be considered time worked. Specifically, in the case of training outside of Somerset County or the State of Maine; time spent travelling, in hotels or performing non work/training related activities will not be considered as time worked.

- B. Training will be scheduled in such a manner that would least adversely affect all parties.

### C. Course Reimbursement

1. Employees will be reimbursed for the cost of tuition for college, university, or continuing education courses that are work related and approved in advance of taking the course by the Sheriff and the County Commissioners as long as they continue to work for the County for 2 years after completion of any reimbursed course work and if the employee shall leave before the 2 years has been reached the Employee will be responsible for paying the County back the cost of those courses. All courses must be approved in advance by the Sheriff or his designee and will also be contingent on whether or not there is funding in the budget.
2. Work related shall mean a course that is directly related to any actual job classification within the County government. The rate of reimburse shall be up to the tuition rate charge by the University of Maine. The decision of the Sheriff and the County Commissioners is not subject to arbitration. Payment will be made by the Commissioners upon receipt by the Employer of a transcript showing the grade for the course and a receipt or canceled check for the amount of tuition as follows:

- i. GPA 2.5 and Greater: 100% reimbursement

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- ii. GPA 2.0 to 2.49: 60% reimbursement

### D. Payment for College Degrees.

1. Employees possessing a university or college degree in the field of law enforcement or having a direct relationship to the work assignment with the County shall be paid as listed below. The Sheriff and the County Commissioners shall approve or disapprove work relationship of the degree. The decision is not subject to arbitration.

- i. Master's Degree: .60 an hour
- ii. B.A or B.S. Degree: .50 an hour
- iii. A.A. Degree: .25 an hour

2. The payment for such degree shall begin when the employee submits proof of such degree and it has been approved. If an employee leaves employment with the County within twelve (12) months of completion of any reimbursed course, the employee shall reimburse the County 1/12th the cost of the course for each month less than 12.

## ARTICLE 8 – CLOTHING ALLOWANCE AND UNIFORMS

- A. All full-time employees covered by this Agreement shall be provided, at no cost to the employees, an initial issue of clothing, uniforms, footwear and other equipment, which the employer deems necessary for the regular performance of the employee's duties and to replace items as needed and as approved by the Immediate Supervisor. The Employer shall allow up to \$500.00 per year for the replacement and maintenance of detective clothing, uniforms and equipment. Detective clothing and equipment replacement items will be purchased through the County purchase order procedures or other approved methods. The Immediate Supervisor shall deduct payments made from the entitled employee's clothing allowance. Clothing/equipment may be returned to receive new issue, at the discretion of the Immediate Supervisor.
- B. Uniformed Patrol Deputies who have completed the probationary period shall be entitled to \$675.00 per year over the term of this contract to maintain and purchase clothing/uniforms/equipment. All purchases of the defined clothing shall fall under the provisions outlined in section A of this Article.
- C. Employees must purchase clothing which is appropriate for wear in keeping with the dress standards of the Department, pursuant to their respective assigned duties/assignments. This shall not include under garments. Employees assigned to duties with other governmental entities on a temporary basis shall not be entitled to the benefit herein, unless such entity reimburses the County for such benefit. It is understood that losses incurred while performing duties for such other agencies shall be recovered from the Employer.

### D. Clothing & Equipment – Detectives:

- i. Sports coat
- ii. Dress slacks
- iii. Dress shirt
- iv. Casual shirts
- v. Neck ties
- vi. Two (2) Badges
- vii. Flashlight
- viii. Tactical web gear with holster, Two (2) handcuff cases & mag holder.
- ix. Holster & mag holder (plain clothes)
- x. Rain gear
- xi. Detective ID Jacket
- xii. Footwear
- xiii. Bullet proof vest
- xiv. Service pistol w/ 3 magazines & ammo
- xv. Service rifle w/ 3 magazines & ammo
- xvi. Pepper Spray

\* As approved by the Sheriff or his/her designee, per assigned duties/assignments.



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E. All purchases of the defined clothing shall fall under the provisions outlined in Section § A of this Article.

### F. Clothing – Law Enforcement (Patrol)

- |  |                                   |
|--|-----------------------------------|
| i. One (1) blazer rain coat with reflector material  | ix. One (1) tie                   |
| ii. Three (3) pairs of pants                         | x. One (1) hat badge              |
| iii. Three (3) summer shirts and patches, rank, etc. | xi. Two (2) pair of utilities     |
| iv. Three (3) winter shirts and patches, rank, etc.  | xii. One (1) utility hat          |
| v. One (1) jacket – universal/bombardier style       | xiii. One (1) belt                |
| vi. One (1) winter hat                               | xiv. One (1) pair of combat boots |
| vii. Two (2) badges                                  | xv. One (1) summer hat            |
| viii. Two (2) name tags                              |                                   |

### G. Equipment – Law Enforcement

- |  |  |
|--|--|
| i. One (1) gun belt (duty belt)                    | ix. One (1) flashlight                   |
| ii. One (1) Service pistol w/ 3 magazines          | x. One (1) flashlight holder             |
| iii. One (1) holster                               | xi. All flashlight batteries             |
| iv. One (1) mag holder                             | xii. One (1) box of required ammo        |
| v. One (1) pepper spray & holder                   | xiii. One (1) 100 foot tape measure      |
| vi. One (1) handcuff case & Two (2) pair handcuffs | xiv. One (1) bulletproof vest            |
| vii. One Taser w/ holster                          | xv. Service rifle w/ 3 magazines & ammo. |
| viii. One (1) nightstick/asp & holder              |  |

\* As approved by the Sheriff or his/her designee, per assigned duties/assignments.

H. All purchases of the defined clothing shall fall under the provisions outlined in Section § A of this Article.

## ARTICLE 9 – EXAMINATIONS

A. Physical, mental, or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided the Employer shall pay for all such examinations. Examinations are not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness during the year. Employees may be required to take examinations during their working hours.

B. The Employer reserves the right to select its own examiner. The employee may, if s/he believes an injustice has been done to him/her, be re-examined at his/her own expense. In the event of a disagreement between the examiner selected by the Employer and the examiner selected by the employee, the Employer's and the employee's examiner shall, together, select a third examiner within thirty (30) days whose findings and opinion will be final. The cost of the third (3) examinations shall be shared equally between the Employer and the employee.

## ARTICLE 10 – COMPENSATORY CLAIMS

A. The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law. The Employer shall provide Workers Compensation protection for all employees, even though not required by State Law or the equivalent thereof, if the injury arose out of or in the course of employment.

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- B. In the event that an employee is injured on the job, the Employer shall pay such employee his/her day's guarantee for that day lost because of such injury. An employee who is injured on the job and sent home or to the hospital, or who must obtain medical attention, shall receive pay at the applicable hourly pay for the balance of his/her regular shift on that day.

An employee who has returned to his/her regular duties after sustaining a compensable injury and who is required by the Worker's Compensation doctor to receive additional medical treatment during his/her regularly scheduled working hours shall receive his/her regular hourly rate of pay during such time.

- C. No benefits or salary shall be paid or accrued while an employee is out of work due to a claimed or compensable illness or injury and collecting Worker's Compensation benefits.
- D. Employees may use any accrued sick leave to provide income only until Worker's Compensation benefits begin. Sick leave benefits covering time also covered by Worker's Compensation benefits shall be returned to the Employer.

### ARTICLE 11 – ARMS QUALIFICATION & TRAINING

- A. All Full Time Deputies covered by this agreement will qualify in the use of firearms once yearly as mandated by the Maine Criminal Justice Academy. The Department will supply ammunition as needed.

### ARTICLE 12 – IDENTIFICATION FEES

- A. Should the County find it necessary to require employees to carry or record full personal identification, such requirements shall be complied with by the employees. The cost of such personal identification shall be borne by the County. Any time spent off duty in pursuit of required personal identification shall be compensated for at applicable rates of pay.

### ARTICLE 13 – OUTSIDE DETAILS

- A. Employees working outside details shall be paid at no less than their current hourly over time rate of pay, with a minimum of four (4), hours paid per detail. If said detail/s requires the employee to work beyond his/her normally schedule hours of work, the employee/s will be paid for all hours that have been work.
- B. A rate of fifty dollars (\$50.00) per hour, with a guaranteed minimum of four (4) hours for each detail. This will include any business or organization that request a deputy. This will include but not limited to, tow companies, insurance companies, phone services such as Verizon, AT&T, and DOT's, road / high way maintenance, construction companies, etc.
- C. Highway safety grants, and all federal, and state funded grants will be paid no less than at the employee's current time and one half (1.5) rate of pay, unless an agreement with the grantee, Sheriff, and FOP members have a mutual written agreement for a higher rate of pay while working these details.
- D. Qualified full-time bargaining unit members have first refusal for outside details.
- E. Employees who voluntarily work the following special details will be paid at not less than their current hourly rate of pay with the benefit of overtime pay when such details carry over the employee's normally scheduled hours of work, line 1 and 2, will have a paid minimum of (1) hour:
  - 1. Non-Profit tax status Charity Details, i.e. Pine Tree Camp, Wounded Warriors.
  - 2. Any other Non-profit tax status charity detail, or organization, upon mutual written agreement between the FOP and

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the Sheriff.

- F. For the purposes of this article, "outside detail" holds the same definition as outlined for "non-standard work details" in Article 22 § D of this agreement.

### ARTICLE 14 – CALL BACKS

- A. Call backs shall be paid at the employee's applicable rate of pay per shift if all requirements below are met. For this purpose, an employee shall be considered called back to work only if the employee has completed his or her normal duty shift before being called to work. Employees called back to work will not be required to remain on duty after the tasks for which they have been called back for have been completed. Employees who are subject to a call back may only receive one call back per shift. You may be paid either 2 hours or 4 hours depending upon whether or not you assume on call duty status with Communications. In order to trigger on call duty status for 4 hours, you will be required to assume on call duty status with Communications. If the Employee does not trigger the on call duty status then the Employee is paid for 2 hours instead of 4 hours for that shift no matter how many calls are taken.
- B. Call backs for Supervisors (Corporals and Division Supervisors, Lieutenant) shall be paid at the employee's applicable rate of pay per shift, if all requirements below are met. Supervisors shall be considered called back to work only if the Supervisor have completed more than fifteen (15) minutes of work. After that, the provisions in this article section A, will apply.

### ARTICLE 15 – COURT TIME

- A. Employees required to appear or report for court while off duty shall be paid at the applicable rate of pay with a guarantee of three (3) hours.

### ARTICLE 16 – WORK IN A HIGHER CLASSIFICATION

- A. At such time as an employee is assigned temporarily by the Department Head to a position for which s/he is qualified in a higher classification for a period of fourteen (14) continuous days, including weekends and holidays, the employee shall receive a five percent (5%) increase in pay retroactive to his/her first day in the higher position/classification. Such temporary assignments apply only to supervisory roles involving County employees.

### ARTICLE 17 – AUTHORIZED DEDUCTIONS

- A. The County will direct deposit employee pay to any banking institution as chosen by the individual employees.
- B. Deductions shall be on bi-weekly basis and forwarded directly to that banking institution on the employee's behalf.

### ARTICLE 18 – UNSAFE CONDITIONS OF WORK

- A. Under no circumstances will an employee be required or assigned to engage in any activity involving unsafe police equipment, vehicles or weapons. Employees are required to notify the Immediate Supervisor directly of any unsafe conditions of work or equipment.
- B. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Employer, the employee, before starting the next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident,

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immediately, but in no event no later than before starting his/her next shift.

- C. The County will continue to ensure the appropriate manning is maintained in order to meet safety and security standards as determined by the Sheriff, the County Commissioners' and State standards.

### ARTICLE 19 – JOB DESCRIPTIONS

- A. Each employee shall be provided with an up-to-date job description of his/her required duties to be performed.

### ARTICLE 20 – INSURANCE

- A. The Employer shall provide Worker's Compensation coverage, social security coverage, dental insurance and health insurance.
- B. Employees enrolled in the single subscriber medical insurance plan shall be entitled to this single subscriber coverage at no cost to the employee. Employees enrolled in the dependent health plan shall pay 50% of the premiums for their dependent coverage minus the single subscriber plan. All employees enrolled in the single subscriber medical insurance plan shall be entitled to vision and dental plan benefits at no cost to the employee. Employees who choose to enroll their dependents in the dental and vision plan shall pay for the premiums, minus the single subscriber plan. All health insurance contributions and premiums shall be collected by means of a payroll deduction from the employee's paycheck and the Employer shall collect the employee's portion of the premium dollars the month prior to the month of coverage to comply with current medical insurance billing procedures. The County may change insurance carriers provided the insurance coverage's and costs associated with any new plan are comparable to or better than the coverage and costs associated with the MMEHT 200 Plan. Employees may choose to participate in alternative medical insurance offered by the County to its employees, but shall not be compelled to do so. Employees may participate in MMEHT C Plan by paying the difference in premium, or may participate in MMEHT 1500 Plan, using the premium savings toward dependent coverage. Retirees from County Service may continue their health insurance through the county at their own expense after their retirement, and until they become eligible for Medicare.
- C. The County agrees to create an IRS 125 Plan for those employees who would be able to make health or dental insurance contributions from pre-tax dollars.
- D. Employees have the option of an insurance buy-out if they can establish with the Human Resource Office that they are covered by adequate medical or health insurance from another source other than the coverage provided by the County's current health insurance. The eligible employee may choose to receive a sum of money instead of the County's contribution toward his/her health insurance benefit. If the eligible employee chooses this option, he/she will receive an amount equal to six months of single subscriber premium. The employee forfeits this right to buy-out compensation if he/she terminates employment within the buy-out option period. In the event of a qualifying event, the employee may have insurance reinstated by submitting a letter and documentation to the Benefits Coordinator. Any portion of opt-out compensation paid must be proportionally repaid if within the four-month period.

### ARTICLE 21 – PENSION

- A. The County shall participate in the 3C Plan with COLA, of the Maine State Retirement System, at a level of benefit equal to that which exists at the time of signing this Agreement for employees currently participating in the system. The county will also continue to participate in Social Security, under the federal section 218 agreement.
- B. Employees shall have the option of joining the 3C Plan Maine State Retirement System provided they are eligible. Those

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employees electing to join the Maine State Retirement shall contribute their required portion and the County shall contribute its portion. However, the County will not contribute to any other deferred income retirement plan.

- C. Employees who do not participate in the Maine State Retirement System shall have an amount equal to **Ten point Two percent 10.2%** of their covered compensation (excluding any overtime) deposited by the County into a 457 deferred income retirement plan through Valic, Voya or another qualified plan provider of comparable financial strength and on equal or better terms mutually acceptable to the Fraternal Order of Police, Lodge 13 and the County. Employees may participate on their own behalf in addition according to the terms and conditions of the plan. The County shall not be required to match the amount equal to its cost toward MSRS.
- D. Employees must be employed for at least twelve (12) months before being eligible to participate in the 457 deferred income retirement plan. Employees shall receive notice from the Employer of their eligibility date and be responsible for their initial enrollment. If the employee does not enroll in the 457 Plan within thirty (30) days after their date of eligibility then the County will not retro contributions back to the original date of hire.
- E. Upon the termination, resignation or death of an employee the County shall base the County contribution on the employee's regular rate of pay and not on overtime or accrued vacation or sick leave.

### ARTICLE 22 – WORK WEEK

- A. The workweek shall consist of a schedule as deemed necessary for the proper operation of the law enforcement division, as required to comply with applicable regulations. The County agrees that the terms of the schedule shall be negotiated with the Union. Wages for all time worked shall be in compliance with the Fair Labor Standards Act provisions limiting overtime to hours in excess of 171 hours in a 28 day cycle. As agreed on by both parties, the accumulation of compensatory time off will be 120 hours (i.e., 80 hours of actual overtime). All employees with over 120 hours of compensatory time will be paid out by the county, upon ratification. These employees will be paid in the first payroll of FY 2020 budget cycle. Employees with compensatory time on the books shall be allowed to take time off at the discretion of the Immediate Supervisor over the life of this contract. K-9 team / handlers are able to accumulate up to 303 hours during the year. See article 5 section L, for K-9 team / handler.
- B. When an employee has elected to have overtime paid as compensatory time, the employee cannot later be paid for that time without the approval of the commissioners. To the extent practicable, employees shall be scheduled in a manner that will not result in split shifts, split days off, or frequent changes in work schedules.
- C. The County will pay time and one half for all hours an employee works beyond his regularly scheduled work cycle, such time and one half shall be taken as pay or compensatory time off at the discretion of the employee. Scheduled hours of work for the computation of overtime, will include those hours actually worked, vacation time and holiday time.
- D. Open or vacant shifts may be filled with reserves by wheel of rotation. Non-standard Departmental work details (e.g. grant details, fair details, traffic details, security details, etc.) will be offered to qualified bargaining unit members within their respective classification by wheel of rotation first before being offered to other qualified bargaining unit members. If the employer is unable to fill these shifts using the preceding criteria, they may then offer the shift/details to part-time employees or other qualified individuals outside the bargaining unit.

### ARTICLE 23 – SENIORITY

- A. Definitions:

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1. Department seniority means date of hire within the Sheriff's Department.
  2. County Seniority means date of hire with Somerset County.
- B.** A Department seniority list shall be established naming all employees covered by this Agreement, with the employee with the greatest seniority (years of service) listed first. Department seniority shall be based upon the employee's total years of service within the Department, and shall be the governing factor in all matters affecting layoff, recall, provided all other qualifications are equal. Seniority lists shall include each employee's date of hire and contain the names of all individuals within the unit.
- C.** In the event it becomes necessary for the Employer to lay-off employees for any reason employees shall be laid off based on the criteria contained in Section A. An employee cannot bump up in rank. With regards to bumping right, an employee may request to bump into a lower job classification provided the employee has successfully served in the lower classification and has maintained the required skills and abilities to perform its current responsibilities with minimal training and recertification's. It is understood that the employee bumped into a lower job classification shall be paid the wage attributed to that position based on years of service. The employee must provide written notice of desire to bump within five days of receipt of layoff. All affected employees shall receive a two (2) calendar week advance notice of layoff. Employees shall be recalled from layoff according to their Department seniority. No new employees shall be hired until all employees on layoff status have been afforded recall notices and offered minimal training and re-certifications. For the purpose of layoffs, Department seniority will be based on the most recent date of hire.
- D.** The seniority list shall be brought up to date on January 1<sup>st</sup> of every year and immediately posted thereafter on bulletin boards for a period of not less than ten (10) days, and a copy of the same shall be sent to the Fraternal Order of Police and to the President of the Fraternal Order of Police, Lodge 13. Any objection to the seniority list, as posted, must be reported to the Employer within ten (10) days from the date posted or it shall stand as accepted.
- E.** All permanent bargaining unit vacancies shall be posted by the Employer for bid as soon as such opening and/or vacancy becomes available. All vacancies shall be posted for a period often (10) days. The ten (10) day posting shall be waived if more than three (3) vacancies exist within the Law Enforcement Division simultaneously. This provision shall also apply to temporary job openings that are likely to last thirty (30) or more calendar days.
- F.** Employees that accept department promotions within this bargaining unit will be able to bump back into the unit at any time with all seniority from date of hire within same department.

### ARTICLE 24 – PROMOTIONS

- A.** Eligible bargaining unit employees shall be afforded the opportunity for promotion. In order to be eligible to participate in the promotion process, unit employees must have passed the basic course at the Maine Criminal Justice Academy, or equivalent, and have at least two (2) years-time in grade or three (3) years in the field for which s/he is applying. Employees also will need to meet, or exceed the job posting requirements, in which he/she is applying to be considered for the promotion process.
- B.** Management retains the option to hire from outside the Department if no qualified person applies from within the Department. If management exercises this option, then all other bargaining unit employees may apply for the position, regardless of rank, years of experience, etc.
- C.** Promotions to higher ranks shall contain the following elements:

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1. 30% - Written examinations
  2. 10% - Seniority
  3. 30% - Oral board
  4. 30% Performance evaluations and work record. The performance evaluations and work record will be used from current date, to only 3 years back, from the date of promotion testing.
- D. Written examinations shall pertain to requirements related to the job classification to be filled.
- E. The oral board shall recommend the promotion of the three top candidates after consideration of the elements set forth above. The Sheriff has the right to select one of the three top candidates. Promoted employees shall be placed either at the first of the salary scale for the new position or at a step on the salary scale closest to the rate of pay that will be a five percent (5%) increase in their base rate, whichever is higher.

### ARTICLE 25 – POLITICAL ACTIVITIES

- A. Law Enforcement employees within the department shall give the Sheriff notice prior to seeking the office of Sheriff. Without such notice the employees within the department shall take a leave of absence during the 30 day period immediately preceding the general election for the office the employee is a candidate. Employees may use accrued vacation or earned time during such leave. The leave of absence requirement does not apply to the incumbent County elected Sheriff or when the general election is not contested. County Employees and Law Enforcement Employees must return to their prior position of employment within 30 days after the election. Employees must comply with all State and Federal Regulations

### ARTICLE 26 – PERSONNEL FILES

- A. Insofar as permitted by law, all personnel records, including home addresses, telephone numbers, and **pictures and employee performance records, to include corrective memorandums and counselings** shall be confidential and shall not be released to any persons other than officials of the department and other County officials, or their agents *and/or* representatives, except upon a legally authorized subpoena or written consent of an employee.
- B. Upon request, an employee shall have the right to inspect his/her official personnel records. Inspection shall be during regular business hours and shall be conducted under the supervision of the Department. An employee shall have the right to make duplicate copies for his/her own use. No records shall be withheld from an employee's inspection. An employee shall have the right to have added to his/her personnel file a written refutation of any material which s/he considers detrimental within five (5) days of receipt of the material.
- C. Employees shall be given copies of all written reprimands that are placed in their personnel file. The employees shall sign the reprimand acknowledging its receipt. Such signature in no way indicates the employee agrees with its contents.
- D. All **discipline** placed in an employee's file, which is less than a suspend-able offense, shall be purged from the file if there is no disciplinary offense within the next eighteen (18) months subsequent. All serious offenses (suspension but less than dismissal) shall be purged from the file if no recurrence of disciplinary action is received by an employee within a thirty-six (36) month period subsequent to the serious offense. **Corrective memorandums and counselings are not discipline and should be retained in the personnel file for no longer than 12 months for the sole purpose of managing employee performance.**

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### ARTICLE 27 – DISCHARGE OR SUSPENSION

#### A. Investigation of Employee Misconduct.

1. Employees of the Somerset County Sheriffs' Department hold a unique status as public officers, and the security of the County and its citizens depends to a great extent upon the manner in which employees of the Department perform their many duties, of contacts and relationships with the public. Out of such contact and relationships may arise questions concerning the actions of members of the force. Such questions may require prompt investigation by an investigator designated by the Sheriff or other competent authority. To insure that such investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each employee of the Department, the following rules of procedure are established.

#### B. Rules of procedure.

1. To the extent possible, the **interview will** be conducted at a reasonable time taking into consideration the working hours of the employee and the legitimate interest of the Department. The officer conducting the **interview** shall advise the employee that an official investigation is being conducted. The investigating officer shall inform the employee of the nature of the alleged conduct which is the subject matter of the **interview** and, unless circumstances warrant anonymity, shall identify the complainant. If it is known that the employee is being **interviewed** as a witness only, s/he shall be informed.
2. The **interview** shall be conducted with as much confidentiality as possible. The **interview** of a member suspected of violating Department rules and regulations shall be limited to questions which are directly related to the member's performance **and conduct** as it related to the alleged violation.
3. All cases in which an employee is **interviewed** as to misconduct which, if proven, would likely result in his/her removal from the Department, discharge and where the same can be accomplished without unreasonable delaying or impeding the investigation, s/he shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his/her choosing and/or a representative of the Fraternal Order of Police before being **interviewed**, and his/her attorney and/or representative of the Fraternal Oder of Police may be present during the **interview**, but may not participate in the **interview** except to counsel the employee.
4. The investigation will be conducted without unreasonable delay and **in a timely manner. The** employee will be advised of the results of the inquiry, **and the final ruling by the Sheriff in writing.**
5. Law Enforcement Officers will be afforded a Garrity Warning.
6. Dismissal, suspension, discipline. The Sheriff or his designee may dismiss, or otherwise discipline a non-probationary employee only for cause, except as provided in paragraph Cause for dismissal, suspension or disciplinary action must be a just, reasonable, appropriate and substantial reason for the action taken that relates to or affects the ability, performance of duties, authority or actions of the employee or the public's rights or interests
7. A non-probationary employee may be dismissed by the Sheriff only for cause and only with the prior approval given after a hearing of the County Commissioners or personnel board, except that county employees may be laid off or dismissed, with the approval of the County Commissioners or personnel board, to meet the requirements of budget reductions or governmental reorganization.



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8. In every case of suspension or disciplinary action other than dismissal, at the non-probationary employee's request, the County Commissioners or personnel board shall investigate the circumstances and fairness of the action and, if they find the charges unwarranted, shall order the employee's reinstatement to the employee's former position with no loss of pay, rights or benefits resulting from the suspension or disciplinary action. **The employee shall be afforded a Loudermill Hearing with representation before the final agency action is taken on all disciplinary matters, which are punitive in nature with the Sheriff and the County Commissioners. The purpose of this hearing is to provide the employee the opportunity to provide any additional information to the final decision makers prior to disciplinary action being taken.**
9. Probationary employees may be dismissed at the Sheriff's discretion.
10. Discipline shall be progressive as follows:
  - i. First disciplinary step: **Written** warning
  - ii. Second disciplinary step: Written reprimand.
  - iii. Third disciplinary step: Suspension.
  - iv. Fourth disciplinary step: Demotion.
  - v. Fifth disciplinary step: Discharge
11. A serious offense may result in discipline at either that 3<sup>rd</sup> 4<sup>th</sup> or 5<sup>th</sup> disciplinary step.

- C. The parties agree that the Somerset County Sheriffs' Department and all its functions are and shall be a drug free workplace. Sheriff or his designee shall have the authority at any time, at his/her discretion, with a particularly reasonable suspicion, to require any employee to submit to a random test for presence of any controlled substance, including but not limited to alcohol, marijuana, cocaine, amphetamines, phencyclidine (PCP), or opiates. In exercising this authority, the Immediate Supervisor shall establish and from time to time may modify a procedure for testing to assure that appropriate sampling methods are used by qualified personnel and that the results are reliably reported, consistent with standards such as National Institute on Drug Abuse (NIDA) guidelines or equivalent standards mutually agreed upon by the County and the Union. A positive test result, or the refusal to submit to and fully cooperate with testing or retesting, shall be grounds for discipline or discharge under this Article (27), except that no discipline shall be imposed if the positive test result is shown to have been caused by exposure to controlled substances in the course of the performance of the employees assigned duties for the County. In addition, any Employee who tests positive shall avail himself or herself of an appropriate substance abuse or mental health counseling program covered under the health insurance plan covering the employee, and may be required to provide the County with written certification of his or her fitness for work from a qualified health care professional (the costs of obtaining said written certification to be reimbursed to the County) before being permitted to return to work.

### ARTICLE 28 – SEPERATION OF EMPLOYMENT

- A. Upon discharge, the Employer shall pay all money, including vacation pay, due to the employee. Upon voluntary resignation, the Employer shall pay all money due to the employee, including vacation pay on the pay day in the week following such resignation.
- B. Employees shall provide the Employer with two (2) weeks-notice of resignation, unless waived by the Employer.

### ARTICLE 29 – GRIEVANCE PROCEEDURE

- A. Definitions:

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1. Grievance - A grievance is defined as a dispute concerning the interpretation or application of a specific written term of this Agreement.
2. Grievant - A bargaining unit employee who has completed the initial probationary period
3. Days - Days shall mean Monday through Friday, excluding legal holidays prescribed by the Agreement.
4. FOP - Fraternal Order of Police, Lodge 13.

### B. Procedure.

1. Step 1 - If any employee feels that a grievance exists, s/he shall discuss it with the Immediate Supervisor in an effort to resolve it informally. A FOP Lodge 13 Officer may be utilized by the employee at this step of the grievance.
2. Step 2 – If the aggrieved employee is not satisfied with the outcome of the informal procedures, s/he may present the grievance in writing to the Immediate Supervisor within ten (10) days after the reason for the grievance occurred, or the grievance shall be deemed to have been waived. The Immediate Supervisor shall respond in writing to the grievance within ten (10) days after receiving the grievance and shall provide a copy to the FOP Lodge 13 President.
3. Step 3 -If the aggrieved employee or is not satisfied with the disposition of the grievance at Step 2, s/he may present the grievance to the Union Business Agent. If it feels the grievance is meritorious, the Union may present the grievance in writing to the Commissioners and the Department Head within ten (10) days after the decision at Step 2. Access to and copies of all pertinent records shall be presented to the FOP, Lodge 13 President and/or FOP and the Commissioners at the time of denial at Step 2. The FOP Lodge 13 President or Vice President may be utilized by the employee at this step of the grievance. If any grievance adjustment violates the terms of this Contract, the FOP may continue the grievance. At the next regularly scheduled Commissioners' Meeting, providing at least five (5) days' notice has been given, the Commissioners shall take the matter up with the employee and/or FOP in an effort to resolve the grievance. Within ten (10) working days after such meeting, the Commissioners shall render a decision on the grievance.
4. Step 4 -In the event that the decision of the Commissioners rendered in Step 3 above is not acceptable to the employee, the FOP may, within ten working (10) days thereafter, request in writing to the Commissioners that the matter be referred to arbitration, but shall not be required to do so if the FOP does not believe that the grievance is meritorious. A representative of the Commissioners and representative of the FOP shall attempt to agree on the selection of an arbitrator within ten (10) days after the request is submitted to the Board, but if they are unable to agree on an arbitrator, the Union may, within five (5) days thereafter, request the Maine Board of Arbitration and Conciliation to arbitrate the grievance. The FOP, Lodge 13 President or Vice President may be utilized by the employee at this step of the grievance. If any grievance adjustment violates the term of this Contract, the FOP may continue the grievance.
5. The arbitrator shall have no authority to add to, subtract from, or modify the provisions of the Agreement and shall confine his/her decision to the terms of this Agreement. The arbitrator shall be without power to make any decisions which is contrary to law, which requires the commission of an act prohibited by law, or which violates the terms of this Agreement. If the grievance concerns dismissal, suspension or disciplinary action, the arbitrator shall sustain the action taken by management unless the arbitrator finds by a preponderance of the credible evidence that management did not have just, reasonable, appropriate and substantial reason for the action that relates to or affects the ability, performance of duties, authority or actions of the employee or the public's rights or interests. The arbitrator's decision shall be binding, subject to appeal as provided by law.

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### C. Miscellaneous.

1. The Commissioners and the FOP shall equally bear the cost, fees and expenses of the arbitrator.
2. Any grievance shall be submitted in writing on the forms developed by the Commissioners and the FOP, and shall specify the article, clause, section and alleged violation of the contract, as well as including a statement of facts surrounding the issue and the remedial action, if any, requested.
3. Any employee has the right to FOP representation at any stage of the grievance procedure.
4. The time limits for processing a grievance may be extended orally by mutual agreement and confirmed in writing.
5. Any grievance not initiated or processed in accordance with the procedures herein, shall be deemed waived.
6. All grievance appeals must be responsive to the answer at the previous step.
7. Whenever the FOP is grieving on behalf of an employee, the name of the employee(s) must be placed on the grievance form. A grievance may be filed as a class action provided the members of the class are similarly situated and the class is identified.
8. Employees may represent themselves in grievance, except arbitration, in accordance with Title 26, provided the FOP is given a reasonable opportunity to be present at any grievance meeting and is permitted to state its views on the grievance. No grievance adjustment may be made that violates any terms of this Agreement. Employees electing to represent themselves also agree that the FOP is waived from liability regarding the grievance and its representation obligations. Agreements between the employer and the employee without agreement of the FOP shall not create any precedent in the interpretation of this contract. If any grievance adjustment violates the terms of this Contract, the FOP may continue the grievance.
9. The parties agree that decisions rendered at Step 1 shall not alter or be in conflict with the terms of this Agreement and such decisions are not binding on the Employer and the FOP.

### ARTICLE 30 – AVAILABILITY OF AGREEMENT

- A. The Employer shall furnish each present employee (provided they have completed their probationary period) with a copy of the Agreement containing the terms and conditions of their employment.
- B. The Employer shall also furnish to all new employees a copy of the Agreement upon completion of their probationary period.

### ARTICLE 31 – SAVINGS AND SEPARABILITY

- A. If any Article or section of this Agreement or of any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or of compliance with or enforcement of any Article or section should be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement and of any supplements or riders thereto, or the application of such Article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restricted, shall not be affected thereby.

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- B. In the event that any Article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after such receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or section during the period of invalidity or restraint. The parties wishing to renegotiate under the terms of this article must provide the other party with notice to begin such negotiations with twenty (20) days' notice of such decision. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

**ARTICLE 32 – WAGES**

- A. See attached pay scale. Employees shall be advanced to the next higher step on the salary schedule upon completion of one year of service and evaluation by the Sheriff or his designee, all evaluations must be completed within Thirty (30) days of their anniversary date. At no time will the advancement to the higher step be denied due to evaluation not being completed in a timely manner.

**ARTICLE 33 – DURATION**

- A. This Agreement shall be effective from the **date of acceptance and shall remain in full force and effect until June 30, 2023.** This Agreement shall remain in full force and effective during any period of negotiations.

**IN WITNESS WHEREOF**, the parties hereto, have set their hands and their seals this \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_  
to be effective as of \_\_\_\_\_.

**FOR THE FRATERNAL ORDER OF POLICE, LODGE 13**

**SOMERSET COUNTY COMMISSIONERS**

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President, Somerset County Sheriff's Dept L.E.D. FOP Lodge 13

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County Commissioner, District 1

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Vice President, Somerset County Sheriff's Dept L.E.D. FOP Lodge 13

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County Commissioner, District 2

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Secretary, Somerset County Sheriff's Dept L.E.D. FOP Lodge 13

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County Commissioner, District 3

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Treasurer, Somerset County Sheriff's Dept L.E.D. FOP Lodge 13

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County Commissioner, District 4

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Labor Representative, Fraternal Order of Police

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County Commissioner, District 5