

AGREEMENT
BETWEEN
WALDO COUNTY COMMISSIONERS
AND
THE WALDO COUNTY DEPUTY SHERIFF'S ASSOCIATION

JANUARY 1, 2022 - DECEMBER 31, 2024

ACCEPTED

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PREAMBLE

This agreement entered into by Waldo County Commissioners herein after referred as the Employer, and between the Fraternal Order of Police, Waldo County Deputy Sheriff's Association, Lodge 1-7; hereinafter called "the FOP" and the County of Waldo, Maine; hereinafter called "the County", are the product of collective bargaining conducted pursuant to the provisions of the Municipal Employees Labor Relations Act (Title 26, MRSA, Section(s) 961 through 974, 1969, as amended), for the purpose of reaching a successor collective bargaining agreement to the January 1, 2021 – December 31, 2021 collective bargaining agreement. It is also for the purpose of the promotion of harmonious relations between the Employer and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

RECOGNITION

The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of salaries, wages, hours, and other conditions of employment for all of its full-time Deputies, Corporals, Detectives, Sergeants and Detective Sergeant in the Law Enforcement Division.

ASSOCIATION SECURITY

The Association agrees to supply the County with a list of members of the Association and the names of the Associations Officers and the names of the Grievance Committee. It shall be the duty of the Association to keep this list up to date.

No employee shall be favored or discriminated against either by the County or by the Association because of membership or non-membership in the Association. The Association recognizes its responsibility as a bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

All employees covered by this agreement have the right to join, participate, or refrain from joining the Association.

CHECK OFF

Withholding of Dues

Upon individually written authorization by an employee, the County agrees to deduct Association dues and benefit contributions bi-weekly from each member. If any member does not have a check coming to him/her, or if his/her check for the particular week is not large enough to satisfy the assessment, the County will not be responsible for the collection of Association dues from that employee that week. The amount due and owing from that particular employee shall be deducted from the next full paycheck. The aggregate amount collected shall be remitted to the Association's bank account at KSW Federal Credit Union, prior to the 15th of each month, with a list of names and amounts withheld from each for the prior month. In no case will the County attempt to collect fines or assessments for the Association for the regular monthly dues.

PROBATION

New Employees are subject to a six (6) month probationary period. Prior to the expiration of the six (6) month probationary period, the County's right to discharge the probationer shall be incontestable and shall not be a proper subject for a dispute. Probationary employees are not eligible for promotions. Probationary Associates may bring grievances about any issue under this contract other than sufficiency of cause / just cause for termination.

SENIORITY / LONGEVITY

Seniority means an employee's length of continuous service as a full-time Patrol Deputy within the Patrol Division. The Patrol Division shall consist of full-time Patrol Deputies, Corporals, Detectives, Sergeants, and Detective Sergeant.

Longevity means an employee's length of continuous service as an employee of the County of Waldo regardless of classification.

Section 1: Seniority/Longevity Lists

An up to date seniority/longevity list shall be kept by the employer and shall be reviewed by the Association Board of Directors and co-signed with the Employer on an annual basis. Seniority/longevity lists shall be made available to all employees as well as the Association.

Section 2: Job Openings (Promotions)

Whenever a job opening occurs, other than a temporary opening, in any job classification or as a result of the development or establishment of new job classifications a notice of such opening shall be posted internally and externally for ten (10) working days.

During this period, Associates who wish may apply for the open position or job. The application shall be in writing and shall be submitted to the Sheriff. The employer may fill the opening by promoting from among all qualified applicants.

The Sheriff shall have the discretion to recommend hiring an employee at a pay and/or vacation step commensurate with training and experience.

Section 3: Layoff and Recall

In the event that it becomes necessary to lay off employees, they shall be laid off in the inverse order of their seniority. Recall will be in reverse order of Associates' lay-off. No new employee shall be hired until all Associates on lay off status desiring to return to work have been recalled. The employer must notify the Associate in writing by certified mail of recall. An Associate notified of recall, must notify the employer in writing within 10 calendar days his/her desire to return to work. If an Associate fails to accept the recall the employee status shall be considered terminated.

HOURS OF WORK

Section 1: Regular Hours

The regular hours of work each day shall be consecutive. Hours to be worked are stipulated in Section 2.

Section 2: Work Week

The Patrol Deputies'/Corporals' and Sergeants' regular work week will embrace seven (7) consecutive calendar days from Sunday to Saturday, consisting of four (4) ten (10) hour days during each seven (7) days, guaranteeing forty (40) hours per seven (7) day period per officer. "Float days" for Deputies with Patrol assignments shall be assigned at the discretion of the Sheriff or his/her designee, with due consideration to officer's work schedule. On all scheduled shifts the officer's will be responsible for twelve (12) hours, with ten (10) hours worked and two (2) hours of call out time either prior to shift or after shift depending on shift assignment. For every Sixteen (16) hours of call out time covered the officer will be given one hour (1.0) of Compensation time off. It is the responsibility of the Associate to maintain a record of earned "on call" time, and report in on biweekly payroll.

The Detectives' and Detective Sergeants' regular work week will embrace seven (7) consecutive calendar days from Sunday to Saturday, consisting of five (5) eight (8) hour days during each seven (7) days, guaranteeing forty (40) hours per seven (7) day period per officer or four (4) ten (10) hour days during each seven (7) days, guaranteeing forty (40) hours per seven (7) day period per officer. Assigned workdays shall be at the discretion of the Sheriff or his/her designee. Detectives and Detective Sergeants are subject to call out for investigative purposes for a period of one week at a time on a rotating basis. For every Sixteen (16) hours of call out time covered, the Detective/Detective Sergeant will be given one hour (1.0) of compensation time off. It is the responsibility of the Associate to maintain a record of earned "on call" time and report it on the bi-weekly pay sheet. Compensatory time will be taken at the discretion of the Sheriff or his/her designee and, when practical, will be used within two (2) weeks (fourteen (14) days) after it is earned. Consideration will be given in all situations that have no adverse impact on the operation of the agency.

Section 3: Shift Bidding

Associates, based on seniority in their classification may bid for any vacant shift available for that classification.

Section 4: Work Schedule

Work schedules showing the employees' scheduled workdays, and the hours shall be posted on the Schedule Folder on the L Drive all times. Except for emergency situations, work schedules shall not be changed. Consideration will be given to all requests provided that it does not put undue hardship on the operational needs of the department.

Section 5: Night Shift Differential

Associates who are scheduled to work on a night shift (any shift or tour commencing at or after 4:00 p.m. and prior to 4:00 a.m.) shall receive, in addition to the Associate's regular hourly rate, a night shift differential in the amount equal to four percent (4%) of that Associate's hourly rate. The night shift differential shall be added to the regular hourly rate for computing overtime, holiday pay, and in-service training; and shall be considered as regular compensation for retirement and pension purposes to the extent permitted by law.

Section 6: Weekend Differential:

Associates who are scheduled to work on a weekend shift (any shift or tour commencing at or after 4:00 p.m. Friday and prior to 4:00 a.m. Monday) shall receive, in addition to the Associate's regular hourly rate, a weekend shift differential in the amount equal to three percent (3%) of that Associate's hourly rate. The weekend shift differential shall be added to the regular hourly rate for computing overtime, holiday pay, and in-service training; and shall be considered as regular compensation for retirement and pension purposes to the extent permitted by law. The weekend differential will be compounded with the night shift differential for those tours which encompass those hours identified in Section 5.

OVERTIME/ COMPENSATION TIME

Section 1: Overtime

In order to meet personnel needs, it may be necessary for the County to occasionally require employees to work overtime. When this occurs, the Sheriff will try to provide as much notice as practical, and to accommodate personal schedules and preferences. Employees are expected to try to meet the County's needs in return by making necessary arrangements to work.

The County's compensation and overtime complies with the requirements of the Fair Labor Standards Act (FLSA). This means that all employees will receive their regular rate of pay for all hours up to forty (40) regularly scheduled hours in a workweek (straight time pay). Any hours worked in excess of forty (40) regularly scheduled hours will be paid at the rate of one and one half (1.5) times their regular hourly rate.

Section 2: Accrual of Compensatory Time

Any member of the association who works any hours in excess of forty (40) regularly scheduled hours may choose to carry the time as Compensatory time. Compensatory time is given at a rate of one and a half (1.5) hours compensatory time for every one hour worked in excess of forty (40) regularly scheduled hours.

An Associate may not accrue more than one hundred and twenty (120) hours of compensatory time off.

An Associate who requests the use of his/her compensatory time off shall fill out the request for leave form no later than the 20th of the preceding month and submit this to the Sheriff or his/her designee. The Associate shall be granted compensatory time off within a reasonable period of time after making such a request, provided the use of this time does not unduly disrupt the operations of the Department. All requests shall be approved and granted by the Sheriff or his/her designee. Consideration will be given in all situations that have no adverse impact on the operation of the agency.

In the event an Associate voluntarily terminates his/her employment with the County, the Associate will be paid for any unused compensatory time remaining that has been earned.

Section 3: Distribution of Overtime

Overtime for whatever reason will be distributed as equitably and fairly as possible to all Patrol-certified Deputies with due consideration of budgets. Extra work shall be assigned at the Sheriff's discretion. All overtime will be assigned as equitably and fairly as possible to all Patrol-certified Deputies. Part-time Deputies are to be called at the Sheriff's discretion.

The Sheriff or designee agrees to maintain a list of full time Associates and continually record the acceptance and refusal of voluntary overtime by way of a scoring system that will show the cumulative overtime acceptance by all Associates. The Sheriff or designee agrees to check the scoring system before offering voluntary overtime to assure that the Associate with the least amount of accumulated overtime is given the next opportunity to accept voluntary overtime. If the Sheriff or Designee is off duty at such a time that an immediate replacement to a shift is necessary, and the scoring system is not immediately available to him/her, he/she will use their discretion (attempting to follow the scoring sheet) to fill the shift with the understanding that if the associate accepting was not next on the scoring sheet, they will be scored for the acceptance or refusal and future offers/requests will be consistent with the scoring procedure.

The scoring system will record the acceptance of overtime, the refusal of overtime and if such refusal was with or without cause. Refusal without cause will be scored as though the Associate accepted the overtime and be added to the Associate's cumulative score. A refusal with cause will be recorded but NOT tallied against the Associate's cumulative score.

Refusals with cause will include the Associate already working, on sick leave, family medical leave, vacation, compensatory and/or bereavement leave. Refusal without cause would be any other situation unless mutually agreed upon by the Association and the Sheriff or designee.

- Administration will offer no more than 1 shift at a time before going to the next eligible person on the score sheet. More than one (1) available shift can be presented at the time to the low time Associate but only one (1) shift can be accepted by said Associate unless that Associate remains the low time Associate on the list.

- Administration will call the Associate's County issued cell phone and home phone, leaving messages if the Associate is not contacted. If no return contact has been made after 30 minutes, the administration will show a refusal without cause and go to the next person on the score sheet. Upon implementation of the new electronic system, the Association and County agree to re-open this section only to discuss any problems that may arise.
- Associates are expected to have their cell phone with them consistent with Chapter 3 of the General Conduct Policy, § 11.
- Associate may not be expected to work more than 24 consecutive hours on patrol, to include call out time.
- No Associate may use vacation, compensatory or sick time off from a regularly scheduled shift, in order to accept any over-time shift or special detail unless authorized by the Sheriff or his designee and all available Associates have refused in order relative to the contract.
- Unscheduled sick time shall be filled at the Sheriff's or his/her designee's discretion. Accepted time will be added to the Associate's overtime. Refusals for sick call-out will be considered refusal with cause if within 24 hours of the proposed overtime.
- Administration reserves the right to use part time Deputies at their discretion.
- There shall be no discrimination against any employee who declines to work overtime/extra time.

The following procedure will be adhered to in the assignment and recording of all overtime assignments:

- (a) The overtime scoring sheet will be maintained electronically and will be accessible by associates in read only format.
- (b) Any bargaining unit member who knowingly performs a voluntary overtime assignment not officially fully recorded and reported on the scoring sheet may be subject to suspension from the voluntary overtime assignment list. The assignment of such a voluntary overtime assignment may, at the union's option, constitute a grievance under this Agreement.
- (c) An employee's claim that he has not received his fair share of voluntary overtime assignment(s) pursuant to the provisions of this Article shall constitute a grievance under this Agreement. The union's claim that voluntary overtime assignment(s) are not being distributed fairly and equitably shall similarly constitute a grievance under this Agreement.
- (d) Voluntary overtime assignment scoring sheets shall be official records of the Waldo County Sheriff's office and shall be made available to the Union for its inspection and use upon its request when and if removed from the bulletin board or other place of posting.

(e) Associates who are absent for extended periods of time (absence in excess of 30 consecutive days) while on Military leave, sick leave, MCJA basic school or while subject to disciplinary action will have their overtime record averaged with other Associates upon return to work.

(f) Overtime scoring sheets will be zeroed out on January 1st of each year, starting a new rotation.

Inverse Out

In the event that an overtime shift is not filled, and is essential to the operation of the agency, a second rotational system list shall be maintained. This list shall be comprised of all full-time deputies. This second rotational system list shall be comprised starting with the least senior deputy, concluding with the most senior deputy. Once a deputy has been inversed out to cover a shift, then s/he shall be placed at the end of the list. Any associate, who is on approved leave or scheduled to work the same shift in question, shall not be considered for inverse out and shall not be rotated within the list. An associate may not be forced to work more than twenty-four (24) consecutive hours on Patrol, to include call-out time. If an associate is inversed out, he/she will not be charged with the initial refusal for the same shift. An Inverse Out list will be maintained and posted with the overtime scoring sheet. Inverse Out list will be zeroed out on January 1st of each year, starting a new rotation.

Section 4: Outside Details

Outside details are considered details that are requested by outside agencies/agents or for which the Sheriff's Office is reimbursed, either all or in part; for the cost of the detail.

Outside details shall be filled from a list of Full and Part Time Deputies of the Waldo County Sheriff's Office who volunteer to be on said list. Said list will be maintained and managed by the Sheriff or his/her designee. Officers on this list will be offered details on a rotational basis. This rotational list shall be comprised starting with the most senior deputy, concluding with the least senior deputy and all part time deputies listed thereafter in no particular order.

Associates performing any services outside their regularly assigned duties and which are reimbursed by non-taxpayer funds shall be paid at a rate of fifty (50) dollars per hour with a four (4) hour minimum. Associates performing any services outside their regularly assigned duties and which are reimbursed by tax funded entities (i.e. Schools) shall be paid time and one half of their current hourly wage with a four (4) hours minimum.

The RSU #3 School Resource Officer will have the first refusal pertaining to any outside details requested by RSU #3.

COURT TIME

An Associate who is required to testify in court or at a BMV hearing in connection with County business shall receive a minimum of four (4) hours compensation at one and one half (1.5) times his/her base hourly rate for such attendance, should the court time attendance be outside the Associate's regular schedule. No court time shall be allowed to any Associate who has been notified by 1700 hours on the preceding day of the scheduled court appearance that his/her presence is not needed.

CALL OUT

Associates, when called out outside of their regularly scheduled twelve (12) hour shift or called out on a day off or a previously scheduled and authorized vacation or compensatory day off, shall be guaranteed a minimum of four (4) hours of pay at one and one half (1.5) times the base hourly rate. If the call out exceeds the minimum period, the Associate will then be paid hourly thereafter at one and one half (1.5) times their base hourly rate.

A bona-fide urgent event that requires immediate law enforcement action by the Associate and requires him/her to act in his/her official capacity as a Law Enforcement officer, regardless of having been officially "called out," the Associate will be compensated with a minimum four (4) hours at one and one half (1.5) times their base hourly rate, and hour-for-hour thereafter. The shift supervisor shall be notified, as soon as practical, of an Associate responding in this fashion.

TRAINING

Training will be provided to all Associates consistent with state and federal statute and regulation and the needs of the County.

Associates participating in Mandatory training programs will be compensated at one and one half (1.5) times their regular rate of pay for a minimum of four hours if the Associate is on scheduled time off.

Associates participating in training programs as approved by the Sheriff or his/her designee shall be paid at their regular hourly rate of pay for all prescribed course hours.

If the training program exceeds 30 hours in length, the Sheriff or his/her designee may temporarily assign the Associate to a traditional five day, eight hour per day work week, for the duration of the training program.

If the training program is less than 30 hours and occurs on the Associate's regularly scheduled day off that Associate will be compensated with 10 hours compensatory time off per day.

Associates attending Maine Criminal Justice Academy Basic Police School shall be compensated for prescribed class-time hours. Associates will be compensated for one round trip at one-and-one-half (1.5) times their base hourly rate per week. Holidays, while attending the Maine Criminal Justice Academy Basic Police School, will be paid at one-and-one-half (1.5) times the Associate's base hourly rate. Upon completion of the Maine Criminal Justice Academy Basic Police School, Associates shall be granted the next two scheduled work days off with pay.

Associates/Deputies may use assigned vehicles to travel to and from all training programs provided there is sufficient number of vehicles to allow such travel. If an Associate is required to provide his/her own transportation, he/she shall be reimbursed for mileage in accordance with Waldo County policy. Travel time to and from the training program shall not be considered working hours for purposes of overtime aside of the once-weekly round trip. Meals will be provided to the Associate while attending the Maine Criminal Justice Academy training on campus. For trainings taking place off campus, Associates will be reimbursed for reasonable meal expenses upon submission of receipt to the Sheriff or his/her designee.

HOLIDAYS

The following days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Indigenous People's Day
President's Day	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Juneteenth	Christmas Day
Independence Day	

Any other day enacted as a National or State holiday by the President or Governor or a holiday declared by the County Commissioners.

If an Associate is required to work on a holiday, he/she will be paid holiday pay proportionate to regularly scheduled hours worked during a regular workweek, at his/her regular hourly rate of pay, plus time and one-half for actual hours worked. Associates not required to work a holiday shall be given leave with pay. The holiday pay shall be proportionate to regularly scheduled hours worked during regular workweek as follows:

When a holiday, as designated by the personnel policy, occurs on a Saturday or a Sunday, Associates who do not regularly work on a Saturday or Sunday will observe the holiday on the workday that falls directly before or after the weekend holiday, for example, Friday before a Saturday holiday and Monday following a Sunday holiday.

Associates on any paid leave shall be eligible for holiday pay as set forth above.

The County Commissioners' Office will provide the Sheriff with a schedule of paid holidays in January of each year.

WAGES

The wages for 2022 are Appendix A.

The wages for 2023 increase by 2%, see Appendix B.

The wages for 2024 increase by 2%, see Appendix C.

EDUCATION/MILITARY INCENTIVE

Associates are eligible for one (1) of the following four (4) annual stipends for higher education degree or military service. To be eligible for the stipend, a copy of the degree or discharge paperwork must be provided to Human Resources.

1. Associates who hold an Associate's Degree will receive an annual stipend of five hundred dollars (\$500.00).
2. Associates who hold a Bachelors' Degree will receive an annual stipend of seven hundred fifty dollars (\$750.00).
3. Associates who hold a Master's Degree will receive an annual stipend of one thousand dollars (\$1000.00).
4. Associates who have been Honorably Discharged from any branch of the United States Armed Services after having served a minimum of four (4) year active duty will receive an annual stipend of five hundred dollars (\$500.00).

SPECIALTY STIPENDS

Associates who hold the following specialties and actively participate in their specialty in the preceding year are eligible for a five hundred dollar (\$500.00) stipend. Associates may claim up to two (2) specialties below, in addition to the higher education degree or military service stipend.

1. Crash Reconstruction
2. Drug Recognition Expert
3. Firearms Instructor
4. Police Training Officer

The Sheriff may approve a specialized discipline that meets the operational needs of the Sheriff's Department and categorize it for payment as outlined in the current collective bargaining agreement as an additional specialty.

PERSONAL LEAVE

All Patrol Deputies, Sergeants, Detectives and Detective Sergeant will be granted two (2) work days Personal leave per year. This shall be taken at the choice of the Associate, with prior approval of the Sheriff or his/her designee. Use of this leave must be reported on payroll within that pay period. Personal leave does not carry over from one year to the next and is not paid if not utilized.

FITNESS FOR DUTY

If the Sheriff has cause to believe that an Associate is not physically or mentally fit for duty in such a manner that potentially may cause harm to the employee, co-workers or others, the Sheriff may, at his discretion, require the Associate to submit to an examination, with a health care provider designated by and paid for by the County. If the County places the employee on administrative leave pending the results of that examination, such employee will be paid leave.

All County employees are expected to maintain a sufficient level of physical fitness to perform their duties safely. However, this Article is not intended to be used by the Sheriff to require specific physical fitness standards and will not be used by the Sheriff for such purpose.

SICK LEAVE

Sick leave is a benefit given to all full-time Associates to be used when personal illness or physical incapacity renders an Associate unable to perform his/her duties. The use of sick leave allows an Associate to recover from an illness or injury without the loss of pay, providing that enough sick leave has been accrued.

Section 1: Sick Leave Earning Schedule

A full-time Associate shall accrue sick leave at the rate of eight (8) hours per month. A total of seven hundred and twenty (720) hours will be allowed to accumulate and may be carried from one year to another.

Section 2: Use of Sick Leave

Sick Leave must be used strictly for those instances for which it was designed and not for obtaining personal leave. Abuse of the sick leave benefit in cases where the Associate in fact is not sick or injured could result in disciplinary measures, if the abuse becomes a constant. Sick leave cannot be used until after completion of ninety (90) days from start of full-time employment.

- A. Whenever possible, an Associate who contemplates using sick leave shall notify his/her immediate supervisor or shift duty officer as soon as possible before the schedule beginning of his/her work shift. He/she should state his/her unexpected absence and the reasons for the leave.
- B. Recognizable patterns of sick leave abuse may be cause for a doctor's examination upon an Associate's continual request for further sick leave.
- C. More than four (4) consecutive days' absence requires a doctor's certificate or other medically reliable evidence to draw on remaining sick days.
- D. Sick leave must be reported on the Associate's time sheet during the pay period it was taken, and submitted to the Sheriff on any other forms as required by individual departments for record keeping as soon as possible upon an Associate's return to duty after using such leave.

- E. The County has a Sick Leave Donation program referenced in the Waldo County Personnel Policy. This program enables employees to donate portions of their accrued sick and vacation leave to other employees in need. In order for employees to be eligible for an award of donated time, they must have completed their six-month probationary period; be on an approved medical leave; have qualified for income protection, have exhausted all accrued paid leave and income protection time, and not be receiving compensation through Workers' Compensation or Social Security Disability insurance.

Employees donate hours of accrued sick or vacation leave on a purely voluntary and confidential basis by employees. Employees must maintain a balance of ninety-six (96) hours for their personal use. Any unused donated sick leave will be returned to the balances of the donating employees.

Any employee who wishes to utilize this program should contact the Human Resources Director to determine eligibility for an award and fill out the required application.

Section 3: Accrual of Sick Leave/Sick Time Incentive Buyout

When the accrual of any Associate sick leave has reached the maximum of seven hundred twenty (720) hours, those hours that would normally accrue may be taken as a payout yearly or allowed to lapse. Any lapsed hours shall be recorded by the Sheriff in his/her files for that Associate and be listed as Lapsed Sick Leave.

Any Associate who has lapsed sick leave to his/her credit may apply to the County Commissioners in order to have his/her additional lapsed sick leave restored in the event of an extended illness. The County Commissioners, at their sole discretion and by a majority vote, may authorize restoration of all, or any part of the lapsed sick leave. This shall be done after a thorough investigation to include complete medical reports of the Associate's illness that requires his/her absence from work assignments.

In the event an Associate voluntarily terminates his/her employment with the County, up to one-half of seven hundred twenty (720) hours of his/her sick leave will be paid to the employee. The above clause pertains to the Associate's accumulated sick leave only and not any lapsed sick leave that has accumulated.

Any associate who elects to receive a payout for accumulated hours over seven hundred and twenty (720) shall request, in writing, to the Sheriff or designee, no later than November 20 of each year, his/her desire to redeem for pay any hours up to ninety-six (96) exceeding the seven hundred and twenty (720). Those hours will be deducted from the amount accrued over 720. The associate shall be paid out the hours at his/her current base rate of pay. Payment for sick time payout shall be in a separate and distinct check from regularly scheduled payroll checks. Any associate who does not submit a request for a payout will have any hours over seven hundred and twenty (720) applied to the lapsed sick leave time.

In the event of termination for cause, accumulated sick leave will not be paid.

Section 4: Family Sick Leave

Associates may utilize up to forty (40) hours of accrued sick, vacation or compensatory time in a twelve (12) month period to care for a child, spouse, domestic partner or parent who is ill. In the discretion of a majority of the County Commissioners, in excess of forty (40) hours of such accrued time may be so utilized. Associates are required to apply paid leave to Family Sick Leave in the following order: sick time, compensatory time, and vacation time. The County will require a doctor's certificate or other medically reliable evidence for the illness of a child, spouse or parent requiring more than forty (40) hours absence.

OTHER LEAVE

Section 1: Accumulating and Taking Time Off

The following policies refer to the accumulation and taking of vacation, sick leave, holidays, Earned Paid Leave, and any other type of leave.

Accumulating Hours: The number of hours accrued and accumulated, including EPL is to be made available upon a reasonable request to the Sheriff. Such records should also be maintained by the employee to assure accuracy.

Record of Leave: The Sheriff shall maintain a record of leave on each full time Associate, strictly for the purpose of keeping a record of any leave or compensatory time off that is due each employee. Such records shall include, but are not limited to, the dates the leave was earned, the dates the time off was taken, and any other information pertinent to the accrued leave status. The annual 40 hours of EPL taken must also be tracked by the Sheriff or his/her designee.

Associate's Responsibility: The Associate is solely responsible for the making sure that the necessary forms are turned in to his/her superiors requesting any such time off. These forms shall include the dates requested and the type of leave being taken. Any and all requests for vacation, compensatory, and personal leave will be submitted to the Sheriff or his/her designee no later than the 20th of the preceding month. In the event that more than one Associate has requested the same time off, seniority will prevail. Consideration will be given in all situations that have no adverse impact on the operation of the agency.

Supervisor: The supervisor is responsible for forwarding these forms to the Sheriff in a timely fashion so that the leave can be properly figured and the record kept up to date.

Section 2: Bereavement Leave

In the event of death in the immediate family of an Associate, the Associate may be granted up to the equivalent of forty (40) hours leave with full pay to make household adjustments or to attend funeral services. "Immediate Family" is hereby defined to include spouse, domestic partner, parents, children, brothers, sisters, brothers-in-law, sisters-in-law, parents-in-law, grandparents, grandchildren, stepparents, stepchildren, foster children and foster parents.

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 120 days after initial employment.

Section 3: Unpaid Leave of Absence (LOA)

LOA is an authorized unpaid absence from work for reasons other than paid vacation time, paid holiday, paid sick time, or an authorized Family Medical Leave of Absence (FMLA), or Maine Family Leave of Absence. Unpaid leaves of absence for health reasons should not be granted until all unused paid leave is consumed.

LOA may be granted for maximum of eight (8) weeks, at the discretion of the Sheriff as well as the County Commissioners, who must give approval in writing. Under special circumstances, the Commissioners may authorize a leave of absence of up to one (1) year, if the Sheriff and the board so approve.

Except for medical or emergency cases, LOA will be granted only after an Associate has completed six (6) months of continuous employment.

Request for temporary disability LOA should be substantiated by presentation of a certificate from the Associate's physician stating reasons for and anticipated duration of the absence.

Extensions may be granted provided the Associate notifies his/her Sheriff and County Commissioners in writing. Final decision is that of the Commissioners.

Requests for Leaves of Absence pursuant to this section should be made in writing to the Human Resources Director at least thirty (30) days in advance of the intended leave.

Benefits are not provided and benefits and seniority do not accrue during leaves of absence. The Associate may make arrangement with the Human Resources Director to continue health insurance coverage at the Associate's own cost during an unpaid leave of absence.

Section 4: Administrative Leave of Absence

Associates may be placed on paid Administrative leave of absence at the discretion of the Sheriff or his/her designee. Examples of paid administrative leave of absence are as follows and not inclusive: Pending any disciplinary action; "Post" use of deadly force investigation; pending protection order hearing where the Associate is a defendant; pending any medical/mental evaluation. The County will follow insurance guidelines and requirements for any administrative LOA that extends beyond 90 days.

Section 5: Family Medical Leave of Absence

The County will comply with the requirements of both the state and federal Family and Medical Leave Acts, as applicable and as it applies to eligible employees.

An Associate may use up to six weeks of paid leave before commencement of FMLA leave. For example, if an Associate used four (4) weeks of FMLA leave beginning February 1, 2006 four (4) weeks of FMLA leave beginning June 1, 2006 and four (4) weeks of FMLA leave beginning December 1, 2006 the Associate would not be entitled to any additional FMLA leave until February 1, 2007. On February 1, 2007 the Associate would be entitled to four (4) weeks of FMLA leave and on June 1, 2007 the Associate would be entitled to an additional four (4) weeks, etc.

Section 6: Earned Paid Leave:

Effective January 1, 2021, employees in the State of Maine are entitled to receive up to forty (40) hours of Earned Paid Leave (EPL) per calendar year. Pursuant to this article, Association members can annually utilize up to forty (40) hours of their earned personal days, sick, vacation, and bereavement time for the purposes permitted under the EPL law. Any such time utilized by the employee for EPL purposes shall be counted towards the employee’s annual permitted use of EPL and shall not entitle the employee to any additional paid time.

VACATION

Section 1: Vacation Leave

Vacation leave is granted with the intent of permitting an Associate to be away from his/her job. Vacation leave is an Associate benefit that must be utilized with the welfare of the Associate as well as the Department being equally served.

Employees shall accrue vacation leave at the applicable rate of hours per month. The Applicable rate is based upon years of service. This leave will be added to the employee’s records at the completion of each month. (Example: An employee that works forty (40) hours per week who has completed five year of employment will accrue ten (10) hours per month.)

Employees are entitled to accrue up to two (2) calendar years of vacation leave.

Section 2: Vacation Leave Earning Schedule

Associates shall earn vacation time in the following manner:

Employment	Accrual Rate (80 hours bi-weekly work period)
First two (2) years	80 hours per year
After two (2) years	96 hours per year
After five (5) years	120 hours per year
After ten (10) years	160 hours per year
After fifteen (15) years	200 hours per year

After twenty (20) years	240 hours per year
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Section 3: Vacation Use

Associates within their first four (4) months of service with the County of Waldo may not take earned vacation leave until 120 days after initial employment. Associates will have any earned vacation time transferred over into the second calendar year.

This vacation may be used during the calendar year at the approval of the Sheriff, or his/her designee.

Section 4: Scheduling of Vacation or Compensatory Time Off

- A. Vacation and accumulated compensatory time off shall be granted at the time so requested by the Associate if at all possible. Department needs and requirements will take priority in those cases where reduction in labor force, etc. would cause a hardship for the operational benefits of the County. In these circumstances the hardship must be justified and documented by the Sheriff of his/her designee. Every effort should be made to allow the Associate the opportunity to have time off when requested.
- B. The Associate who has the greatest seniority in his/her classification may be given his/her choice of vacation periods. In the event of a conflict over the same time period within his/her classification, the date a request for vacation was submitted shall take priority over Seniority. During January of each year, the Sheriff or his/her designee shall publish and post a list of Associates in order of seniority and the Association shall submit a copy to the Human Resources Director.
- C. Request for vacation must be submitted no later the 20th of the month preceding the time period being requested. No vacation leave can be taken unless and until the time period has been approved by the Sheriff and a replacement for the Associate is also approved and acceptable. Consideration will be given in all situations that have no adverse impact on the operation of the agency.
- D. Upon review and considering emergency conditions or situations, exceptions to this section can be granted by the Sheriff. However, all guidelines if at all possible must be adhered to.

Section 5: Carry Over of Vacation Time

Employees are entitled to accrue up to two (2) calendar years of vacation leave. However, any vacation leave in excess of two (2) calendar years will be forfeited.

Section 6: Vacation Buy Back

An Associate who is eligible for at least ninety-six (96) hours of vacation time may elect to request, in writing, to the Sheriff or designee, no later than November 20 of each year, his/her desire to redeem forty (40) hours of vacation leave in pay, at the associates' current rate of pay, in lieu of utilizing said hours. Payment for vacation buy back shall be in a separate and distinct check.

ASSOCIATION BULLETIN BOARDS

The employer agrees to furnish and maintain one suitable bulletin board in a visible place but secluded from the public view. The Association shall limit its posting of notices and bulletins to such bulletin board. No material degrading to the employer, political in nature, or advocating an illegal activity may be posted. Any and all documents from the Maine Labor Relations Board may be posted at the discretion of the Association's board of directors.

ASSOCIATION ACTIVITIES

The employer agrees that during working hours on the department premises and without loss of pay, Association representatives shall be allowed reasonable time, providing it does not interfere with police duties to:

- Collect Association Dues
- Post Association notices
- Distribute Association Literature to Members
- Attend negotiating Meetings
- Process Grievances
- Attend Internal Affairs Interviews

Transmit communications, authorized by the association or its officers, to the employer or its representative.

Consult with the employer or its representative concerning the enforcement of any provisions of this agreement.

HEALTH INSURANCE

Health insurance coverage shall remain at the levels currently provided by the County with the exception of any changes mandated by the Affordable Health Care Act. The County reserves the right to seek alternative insurance carriers.

Section 1: Health Insurance Premiums Paid

Permanent full-time Associates may elect to enroll in health insurance coverage under a group policy provided by the County.

Deductions for coverage will be taken from the Associate's bi-weekly paychecks, as authorized in accordance with IRS section 125 regulations.

Beginning January 1, 2021 Associates will contribute 15% of applicable health insurance premium based upon requested coverage for the Association and any dependents.

Section 2: Health Insurance Buyout

Associates electing not to participate in the health insurance plan offered by the County of Waldo will be compensated 34% of the applicable annual health insurance premium for which they are eligible. The County will retain 66% of that applicable health insurance premium. Associates electing the buyout must show proof of participation in another health insurance plan. Certificate of Coverage must be submitted to the Human Resources Director each year by the end of January.

The premium buy out will be paid to the Associate quarterly upon completion of each quarter, by the fifteenth of the following month, separate from the Associate's normal bi-weekly paycheck.

Effective January 1, 2018, the Health Insurance Buy Out provision will no longer be available to any Associate not already receiving it.

Section 3: Continuation of Coverage While On Leave

An Associate may make arrangements with the Human Resources Director to continue health insurance coverage at the Associate's own cost during an unpaid leave of absence.

RETIREMENT

Associates enrolled with the Maine State Retirement System (MAINEPERS) prior to September 30, 2001 will continue to have this benefit until separation of employment with the County of Waldo. New Hires will have the option to elect to enroll in this program. If an Associate is enrolled in both the Retirement Plan and the Waldo County Deferred Compensation Plan, the County will not match the Associates Deferred Compensation payroll deductions.

- A. MAINEPERS – Special Plan 2C as of January 1, 2009 through December 31, 2019. Effective January 1, 2020, Special Plan 3C will be offered.
- B. Deferred Compensation Plan: Any Associate may join the Deferred Compensation Plan. Associates not enrolled in MAINEPERS are eligible to receive matching funds up to \$600.00.
- C. The retirement plans (MAINEPERS and Deferred Compensation) are in addition to Social Security.
- D. An Associate retiring from the Waldo County Sheriff's Office with more than 15 years of service to the County of Waldo will be awarded his/her service weapon and service rifle at no cost to him/her along with a retired badge and identification card. The Sheriff has the discretion to award these to any retiring Associate regardless of years of service.

WORK RULES AND DISCIPLINE

The County may adopt or amend reasonable work rules not inconsistent with law and this agreement. Whenever possible, all rules, or amendments thereto, shall be posted for fourteen (14) Calendar days before becoming effective. E-mail notification of Rule change is considered posted.

Associates are required to abide by the terms of these policies and to comply with such rules and regulations as the County may adopt. Should there be any doubt as to the Associate's obligation, he/she shall comply with the rules and then grieve if he/she feels he/ she has been wronged, unless the rule violates substantive federal or state laws. The employer agrees to defend and indemnify an Associate if the work rule actually followed results in loss of income, benefits, conviction loss of certification. All suspensions and discharges shall be for cause including, but not limited to, violations of any rules adopted above, and the provisions of these policies. All suspensions and discharges shall be stated in writing and will be forwarded to the affected associate within four (4) working days of the date said actions were taken.

The reasons listed below are illustrative of behavior or conduct that may be grounds for dismissal, suspension with or without pay, demotion, oral or written reprimand. 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. An exception would be made for an authorized undercover officer-engaged in an on-going investigation, i.e. MDEA.
- B. Repeated tardiness.
- C. Failing to perform the duties of the position.
- D. Negligent or willful damage to County property.
- E. Conviction of theft or a felony.
- F. Use of abusive language to the public.
- G. Negligently endangering the safety of other associates or the public.
- H. Acceptance of money or a gift by any Associate when given under circumstances indicating the hope or expectation of receiving better treatment than that afforded to the public in general is prohibited.

Disciplinary action or measures shall include the following:

- A. Oral Reprimand.
- B. Written Reprimand.
- C. Suspension/Demotion/Job Reclassification.
- D. Discharge.

The disciplinary measures need not be applied in sequence, depending on the seriousness of the infraction.

Responsibility for Associate discipline:

The initiation of disciplinary action is the responsibility of the supervisor and or the Sheriff. Dismissal for cause must be initiated by the Sheriff.

DISCIPLINE PROCEDURES:

Section 1: Discipline Beyond Oral Reprimand

Where disciplinary action beyond oral reprimand is required, the Sheriff may elect to:

- A. Place a formal, written reprimand stating the specific disciplinary action in the Associate's official personnel file in the office of the County Commissioners.
- B. Demote the Associate in grade, step or position.
- C. Place the Associate in the status of temporary leave without pay.
- D. Dismiss the Associate.

Section 2: Documentation

In all instances, disciplinary action and/or dismissal of the Associate will be documented in writing specifically stating the circumstances warranting the disciplinary action, with a copy provided to the Associate and a copy sent to the Human Resources Director in the Commissioners' Office. In all disciplinary procedures, the Associate must be advised in writing by the Sheriff of his/her right to appeal. Copies of all disciplinary proceedings will be included in the Associate's confidential personnel file. Final decisions are subject to public access.

Section 3: Approval of Action

The County Commissioners must be notified of disciplinary action or dismissal of an employee in writing within five (5) working days.

Section 4: Right of Appeal:

All non-probationary Associates have the right to appeal disciplinary actions to the County Commissioners pursuant to established appeal procedures. Probationary associates do not have the right to appeal.

PERSONNEL FILES

Section 1: Inspection of Records

Upon written request, any Associate or former Associate shall have the right to inspect or have his/her authorized representative inspect his/her official personnel record in accordance with M.R.S.A Title 26, Section 631. Inspection shall be during regular business hours and shall be conducted under the supervision of the Human Resources Director. An Associate shall have the right to make duplicate copies for his/her own use, without fee one time per calendar year. Additional copies in the same year are subject to copying fees consistent with County Policy. No records shall be withheld from the Associate's inspection. An Associate shall have the right to place in his/ her personnel file a written refutation of any material that he/she considers detrimental.

Section 2: Written Reprimand

No written reprimand which has not previously been the subject of a meeting between the employee and the Sheriff or his/her designee [Reference 7.6.2 of Personnel Policy] shall be placed in an Associate's personnel file unless the Associate is first given the opportunity to see a copy of the reprimand. Within five (5) days thereafter, the Associate may file a written reply. If the Sheriff thereafter places the written reprimand in the Associate's personnel file, he/she shall also include the reply.

Section 3: Disciplinary Actions

The initiation of disciplinary action is the responsibility of the Sheriff or his/her designee.

Section 4: Time Limits for Disciplinary and Counseling Action

The following time schedules shall be placed upon Disciplinary Actions, unless otherwise agreed upon by the Sheriff and the Employee. Requests for removal of disciplinary action from an employee's personnel file shall be initiated by the employee by notifying the Human Resources Director in writing of the request.

- A) Counseling (Oral & Written). 1 year from date of issuance
- B) Oral Reprimand. 1 year from date of issuance
- C) Written Reprimand. 2 years from date of issuance
- D) Demotion. 3 years from the date of demotion.

E) Suspension. 5 years from date employee started suspension.

GRIEVANCE PROCEDURES/SETTLEMENT OF DISPUTES

Section 1: Grievance Procedure

Any grievance or dispute arising between the parties that involves the application or interpretation of a specific section of this Agreement shall be settled in the following manner:

Step 1. The employee, with or without the Association, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of the date of the incident or the date the employee knew or should have known of the act or occurrence giving rise to the grievance. The supervisor shall attempt to adjust the grievance and will respond to the employee within ten (10) working days.

Step 2. If the grievance has not been resolved, it may be presented in writing to the department head by the grievant, with or without the Association, within ten (10) working days after the receipt of response in Step 1. The grievance at Step 2 and at all following steps must state specifically the nature of the grievance, the sections of the agreement that are alleged to be violated and the remedy sought. The department head shall respond in writing within ten (10) working days.

Step 3. If the grievance is still unresolved after Step 2, the grievant, with or without the Association, may within fifteen (15) working days notify the Commissioners of the nature of the grievance, the sections of the agreement alleged to be violated and the remedy sought. The Commissioners may, at their election, meet with the grievant and, if the employee desires, a representative of the Association, and hear or otherwise attempt to resolve the grievance. If the Commissioners elect to hear the grievance, a grievance meeting will be scheduled within fifteen (15) working days of receipt by the Commissioners of notification of the grievance. A decision or response by the Commissioners will be given, in writing, within ten (10) working days after the grievance meeting. If the Commissioners elect not to hear or otherwise attempt to resolve the grievance at Step 3, they will notify the grievant within ten (10) working days of receipt of notification of the grievance.

Step 4. If the grievance remains unresolved after Step 3, the Association may determine that the grievance will proceed to final and binding arbitration between the Association, acting on behalf of the grievant, and the County. The Association will notify the Commissioners of the request for arbitration within fifteen (15) working days of the Commissioners response or notification at Step 3. The Association and the Commissioners will attempt to agree on an arbitrator. If no agreement on an arbitrator has been reached between the Association and the Commissioners within fifteen (15) working days after notice of the request for arbitration has been filed with the Commissioners, the Association may file a request for arbitration through the processes of the American Arbitration Association within ten (10) working days.

Section 2: Applicable Procedures

The County and the Association agree to provide all documents, notations or other relevant and necessary documents concerning the act or occurrence that gave rise to the grievance upon written request from the other party at Step 4.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator or arbitrators shall be requested to issue a decision within thirty (30) days after the conclusion of testimony, argument or brief. If a brief is written, it will be given to the other side at the same time it is sent to the arbitrator(s). The arbitrator will have no authority to add to, subtract from, modify or go beyond the scope of the specific provisions of the agreement in reaching a decision.

Expenses for the arbitrator's services shall be borne equally by the County and the Association. However, each party shall be responsible for compensating its own representatives.

Time limits under this Article may be extended in writing at the mutual agreement of the parties. Failure to comply with the time limits in the absence of written agreement for extension will have the effect of resolving the grievance against the party failing to comply.

MILEAGE AND REIMBURSEMENT

All official travel by Waldo County employees covered by this agreement shall be reimbursed at the level equal to the maximum IRS rate. Should any changes occur in the prevailing IRS rate during the terms of this agreement, they shall become effective on the date that coincides with the IRS date or change.

NEPOTISM AND CONFLICT OF INTEREST

To protect against favoritism, conflict of interest or undue influence, no person will be hired, promoted or transferred to a position where the hiring authority, Department Head, or supervisor is a relative of the employee. If promotion or transfer of a current employee would result in supervision by or of a relative, the County may, if operationally feasible and at its sole discretion, alter the normal reporting relationship or take other action to avoid or reduce conflict with this Policy. Relatives are defined as: Spouse, parents, children, parents-in-law, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild.

WORKERS COMPENSATION

The County of Waldo will provide Workers' Compensation protection for all members of the Deputies Association ("Associate(s)"). The County will process diligently all claims pertaining to on-the-job injuries.

During an absence resulting from a disability specifically covered by Workers' Compensation, the County will pay the Associate at his/her regular rate of pay and the Associate will turn over to the County all his/her Workers' Compensation payments for loss of income during the period of disability. The County will not be liable for any payments under this provision for any

claim for Workers' Compensation filed on an Associate's behalf that is not validated through due process as provided by Maine's Workers' Compensation Statutes. The County will not be liable for continued payments under this provision after the termination of Workers' Compensation benefits by due process or the settlement of a claim, whichever comes first.

To the contrary, there shall be created a Review Board, which shall include within its membership two members of the Collective Bargaining Unit (Deputies Association), the Waldo County Sheriff, one Waldo County Commissioner and the Human Resources Director. The function of this Board shall be to review the case of an Associate who is out of work due to a work-related injury that is compensable under Workers' Compensation laws in the State of Maine. This Board shall meet within fourteen (14) days after an Associate, as aforesaid, has been out of work for at least one hundred twenty (120) days (not necessarily consecutively) following a work-related incident. If, from the medical reports and medical information, it is the opinion of a majority of the Board that the Associate is capable of returning to active duty, either in the position held at the time of injury or an alternate position within the Sheriff's Office and/or under the provision as outlined in the County of Waldo Employee Handbook, and the Associate fails to do so within the next thirty (30) days, the Board may, through a majority vote, terminate the obligation of the County of Waldo to continue to pay full compensation at the regular rate of pay, subject to reimbursement under or from benefits received under the Workers' Compensation Act.

The Associate may be accompanied by his/her attending physician to present testimony and answer questions relative to the Associate's injury and current condition.

The Review Board may retain a medical advisor with expertise in the pertinent medical discipline to question the Associate and attending physician and to advise the Review Board.

The Board shall, after the first meeting, meet as necessary every sixty (60) days thereafter, to review the injured Associate's case if he/she remains out of work.

Should the Associate wish to appeal the decision of the Review Board, the format, as described in Step IV of the County of Waldo's Settlement of Disputes guidelines (below) shall be followed.

Step I. The employee, with or without the Association, shall take up the grievance or dispute with the Waldo County Sheriff or his/her designee, in writing, within ten (10) working days of the date of the incident or the date the employee knew or should have known of the act or occurrence giving rise to the grievance. The Sheriff or his/her designee shall attempt to adjust the grievance and will respond to the employee in writing within ten (10) working days.

Step II. If the grievance has not been resolved after Step I, it may be presented in writing to the County Commissioners ("Commissioners") by the Grievant, with or without the Association, within ten (10) working days after the receipt of the Sheriff's response in Step I. The grievance at Step II and at all following steps must state specifically the nature of the grievance, the sections of the agreement that are alleged to be violated and the remedy sought. The County Commissioners shall meet with the Grievant and/or the Association and respond in writing within ten (10) working days.

Step III. If the grievance is still unresolved after Step II, the Grievant, with or without the Association, may within fifteen (15) working days notify the Commissioners of the nature of the grievance, the sections of the agreement alleged to be violated and the remedy sought. The Commissioners may, at their election, meet with the Grievant and, if the employee desires, a representative of the Association, and hear or otherwise attempt to resolve the grievance. If the Commissioners elect to hear the grievance, a grievance meeting will be scheduled within fifteen (15) working days of receipt by the Commissioners of notification of the grievance. A decision or response by the Commissioners will be given, in writing, within ten (10) working days after the grievance meeting. If the Commissioners elect not to hear or otherwise attempt to resolve the grievance at Step III, they will notify the Grievant within ten (10) working days of receipt of notification of the grievance.

Step IV. If the grievance remains unresolved after Step III, the Association may determine that the grievance will proceed to final and binding arbitration between the Association, acting on behalf of the Grievant, and the County. The Association will notify the Commissioners of the request for arbitration within fifteen (15) working days of the Commissioners response or notification at Step III. The Association and the Commissioners will attempt to agree on an arbitrator. If no agreement on an arbitrator has been reached between the Association and the Commissioners within fifteen (15) working days after notice of the request for arbitration has been filed with the Commissioners, the Association may file a request for arbitration through the processes of the American Arbitration Association within ten (10) working days.

Section 1: Applicable Arbitration Procedures

The County and the Association agree to provide all documents, notations or other relevant and necessary documents concerning the act or occurrence that gave rise to the grievance upon written request from the other party at Step IV.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator or arbitrators shall be requested to issue a decision in writing within thirty (30) days after the conclusion of testimony, argument or brief. If a brief is written, it will be given to the other side at the same time it is sent to the arbitrator(s). The arbitrator(s) will have no authority to add to, subtract from, modify or go beyond the scope of the specific provisions of the agreement in reaching a decision.

Expenses for the arbitrator's services shall be borne equally by the County and the Association. However, each party shall be responsible for compensating its own representatives.

Time limits under this Article may be extended in writing at the mutual agreement of the parties. Failure to comply with the time limits in the absence of written agreement for extension will have the effect of resolving the grievance against the party failing to comply.

MANAGEMENT RIGHTS

The Association agrees that the County has and will continue to retain the sole and exclusive right to manage its operations and retains all management rights, whether exercised or not, unless specifically abridge, 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 all work divisions, operations and facilities; the right to direct its work force; to establish the nature, quantity and quality of the work to be performed; to administer the performance evaluation and employee compensation system; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with the law: to discipline and discharge employees; to determine the size and composition of the work force; to eliminate positions; to make temporary layoffs at its discretion; to contract out for goods and service; to install new, changed or improved methods of operations; to lay off employees; to maintain the efficiency of the government operations entrusted to them; and to take whatever actions may be necessary to carry out the mission of County government in situations of emergency.

NO STRIKE – NO LOCKOUT

The services performed by the Associates included in the agreement are essential to the public health, safety, and welfare. There shall be no interruption of the work for any cause whatsoever, nor shall there be any work slowdown or other interference with public services. The employer agrees that no lockout will occur during the term of this contract.

UNIFORMS/ACCESSORY EQUIPMENT

The County shall issue such uniforms and accessory equipment as it may require members to use in the performance of their duties, including any such replacement parts thereof as may reasonably be necessary, provided, however, that nothing in this article shall excuse a member from being accountable for such uniforms and equipment as required by the rules, regulations and instructions of the Department. The Associate shall not be held responsible for damage caused by normal wear and tear, or while in the performance of duty.

Newly hired full-time Patrol Deputies will be issued, at a minimum, the following items and forfeit the clothing allowance for the probationary period or until January 1st of the following year, whichever is longer:

- 2 long sleeved Class C uniform shirt
- 2 short sleeved Class C uniform shirt
- 2 Class C uniform pants
- 1 Class B short sleeved uniform shirt
- 1 Class B long sleeved uniform shirt
- 1 Class B uniform pants
- 1 all-weather jacket (zip out lining)
- 1 summer campaign style hat
- 2 uniform badges
- 1 wallet-style badge
- 2 pair collar brass

- 1 hat insignia
- 2 name tags
- 1 rain hat cover
- 1 duty belt
- 1 holster
- 3 magazines
- 1 double magazine holder
- 2 pair handcuffs and case
- 1 firearm
- 50 rounds of service ammunition in a box
- 1 tie
- 1 tie tack
- 4 belt keepers
- 1 pair of uniform boots
- 2 turtleneck shirts
- 1 set rain gear

This list is a minimum issue and more items may be added at the discretion of the Sheriff or his designated representative.

The County shall provide all necessary items required for attendance to the BLETP for those Deputies required to attend.

The County shall provide an annual allowance of eight hundred and fifty dollars (\$850.00) per Associate who are required to wear uniforms, to be used toward the cost of cleaning and maintaining uniforms and equipment which they have been issued.

Associates assigned to work in civilian clothes shall receive an annual allowance of nine hundred and fifty dollar (\$950.00) per year toward the cost of supplying and maintaining civilian clothes.

Ballistic rated protective vests are not part of the clothing allowance per se, and will continue to be provided by the County on a rotational basis, based on industry standards.

These allowances shall be paid in January and shall be prorated for those Associates who become eligible or terminate employment.

EMPLOYEE/DEPENDENT LIFE INSURANCE/ANNUITY

If an Associate desires, he/she may elect to participate in the County’s basic group life insurance at no cost to the Associate. The Associate may also enroll a dependent at the Associate’s expense. This benefit is extended to both eligible full-time and part-time Associates. This provision shall not diminish the right of the Associate to carry additional insurance on themselves or their dependents under present statutes.

The amount of insurance maintained by the County will be equal to 100% of the Associate's annual base compensation, as determined by the County, rounded to the next higher \$1,000.00, if not an integral multiple of \$1,000.00.

VEHICLES

The County shall provide a vehicle to all personnel whose position requires a vehicle to be assigned to them. The County shall pay for fuel and costs for maintenance and repairs of said vehicles. It will be the responsibility of the Associate assigned to the vehicle to maintain the vehicle in good operating condition. Associate is responsible for maintaining a clean and presentable County vehicle to the satisfaction of the Sheriff or his/her designee. Vehicles may not be used during activities that involve a commercial enterprise not associated with County business.

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

USE OF COUNTY PROPERTY OR FUNDS

No County funds or property may be used for anything other than County business, unless specifically authorized by the Sheriff.

Associates may use individual issued equipment at the discretion of the Sheriff or his/her designee. Members of the Sheriff's Office who are issued service side arms may carry said weapons while off duty and while employed by another Law Enforcement Agency at the discretion of the Sheriff or his/her designee.

Members of the Sheriff's Office may utilize assigned vehicles while off duty for the following reasons: Attending training and departmental meetings, court or BMV appearances, work-related health examinations or treatments, drop off / pick-up of departmental-related laundry, going for haircuts, fitness facility, and any instance approved by the Sheriff or his her designee. No Associate shall operate any County vehicle under the influence of any substance that can impair judgment.

When an Associate is using a county vehicle for any purpose, the Associate must notify Dispatch. While operating a county owned marked law enforcement vehicle the Associate must have with him/her, county identification, badge, and weapon and attire approved by the Sheriff or his/her designee.

Internet Usage

Employees may not use the Internet in any manner detrimental or derogatory to Waldo County or in any manner that is illegal or unprofessional. All equipment and access and use of equipment, systems or the Internet remain under the control, custody and supervision of the County. Employees have no expectation of privacy in their use of County computers or Internet access provided through County equipment.

Loss or damage of County property while being used by the Associate for non-County business will be the responsibility of the Associate.

SEPARATION AND SAVINGS CLAUSE

If any article or section of the contract or any rider thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or sections should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereof, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Association for the purpose of arriving at a mutually satisfactory replacement of such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic records in support of its demand, notwithstanding and provision in this contract to the contrary.

COPY OF AGREEMENT

The Association Representative shall provide each Associate in the unit a copy of the agreement not later than thirty (30) days after the signing of the agreement or not later than thirty (30) days after the Probationary employee's date of hire.

TERMINATION

This agreement shall be effective as of the 1st day of January 2022, and shall remain in full force and effect until the 31st day of December 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing 150 days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than 60 days prior to the anniversary date: this agreement shall remain in full force and be effective during the period of negotiations.

Notwithstanding any other provision of or article in this Agreement, retroactivity under this Agreement applies only to all wages (including step increases) and only to union members employed by the County on date of ratification by both parties.

In witness whereof, the parties hereto have set their hands this **th day of , 2021.**

For the Association

For the Employer

James Greely, President

Amy R. Fowler, County Commissioner

Jeffrey Rice, Vice President

William Shorey, County Commissioner

Daniel Perez, Secretary

Betty I. Johnson, County Commissioner

Casey Ashe, Treasurer

Joel T. Wilkinson, F.O.P., Labor Specialist

Witness

Witness

APPENDIX B

Union Contract Cola 2%

Effective January 1, 2023

WALDO COUNTY DEPUTY SHERIFF'S ASSOCIATION

2023 and 2024 Union Pay Scale

***added \$7 dollars to base rate**

Classification	START	6 month	1 year	2 years	5 years	8 years	11 years	15 years
I	\$30.45	\$31.67	\$32.93	\$34.25	\$35.28	\$36.34	\$37.43	\$38.93
II	\$31.97	\$33.25	\$34.58	\$35.96	\$37.04	\$38.15	\$39.30	\$40.87
III	\$33.57	\$34.91	\$36.31	\$37.76	\$38.90	\$40.06	\$41.26	\$42.92
IV	\$36.93	\$38.41	\$39.94	\$41.54	\$42.79	\$44.07	\$45.39	\$47.21

Class I	Patrol Deputy without Certification (less than 1 year experience)
Class II	Patrol Deputy with Certification (with 1 or more years experience)
Class III	Corporal, Detective
Class IV	Sergeant, Detective Sergeant

Signature: _____
County Commissioner

County Commissioner

County Commissioner

Date: _____

APPENDIX C

Union Contract Cola 2%

Effective January 1, 2024

WALDO COUNTY DEPUTY SHERIFF'S ASSOCIATION

2024 Union Pay Scale

Classification	START	6 month	1 year	2 years	5 years	8 years	11 years	15 years
I	\$23.92	\$24.88	\$25.87	\$26.91	\$27.71	\$28.55	\$29.40	\$30.58
II	\$25.12	\$26.12	\$27.17	\$28.25	\$29.10	\$29.97	\$30.87	\$32.11
III	\$26.37	\$27.43	\$28.52	\$29.66	\$30.55	\$31.47	\$32.42	\$33.71
IV	\$29.01	\$30.17	\$31.38	\$32.63	\$33.61	\$34.62	\$35.66	\$37.08

Class I	Patrol Deputy without Certification (less than 1 year experience)
Class II	Patrol Deputy with Certification (with 1 or more years experience)
Class III	Corporal, Detective
Class IV	Sergeant, Detective Sergeant

Signature: _____
County Commissioner

County Commissioner

County Commissioner

Date: _____