

AGREEMENT

Between

AROOSTOOK COUNTY SHERIFF'S DEPARTMENT
LAW ENFORCEMENT UNIT

and the



NEW ENGLAND POLICE BENEVOLENT ASSOCIATION,

INC.

LOCAL 601

January 1, 2015 through December 31, 2017

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**AROOSTOOK COUNTY SHERIFF'S DEPARTMENT
LAW ENFORCEMENT UNIT**

and

NEW ENGLAND POLICE BENEVOLENT ASSOCIATION LOCAL 601

This Agreement, made and entered into by and between the County of Aroostook for The County Sheriff's Department, hereinafter referred to as "DEPARTMENT" or "EMPLOYER," and The New England Police Benevolent Association, hereinafter referred to as the "UNION" or "New England PBA."

In consideration of the mutual promises of the respective parties hereto, they mutually covenant and agree to and with each other as follows:

PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act, the parties have entered into this Agreement for the exclusive joint use and benefit of the contracting parties as defined and set forth herein. It is the intent and purpose of the parties hereto in the mutual interest of the Department and of its employees that this Agreement:

- a) Shall support and maintain good relations between the Department and its employees.
- b) Set forth the basic Agreement covering the rates of pay, hours of work and conditions of employment to be observed between the parties.
- c) Set forth methods by which certain disputes, complaints or grievances arising between the parties hereto may be advantageously and amiably settled, as it is the explicit desire of the Department and the Union to preserve and in no way disturb harmonious relations existing between the Department and its employees.
- d) Provide for the operations of the Sheriff's Department at Aroostook County, Maine, under conditions which will permit services to the highest possible extent, both parties recognizing the values of cooperating in good faith, individually and collectively for the advancement of the goals and duties of the Department and provide appropriate levels of law enforcement.
- e) Both parties recognize the responsibilities imposed upon the Department and its employees to carry out the laws, rules, and regulations set out by the Plantations, Townships, Cities, County, State and Federal Governments.

**ARTICLE 1
RECOGNITION**

Pursuant to the certification by the Maine Labor Relations Board, the Department recognized New England Police Benevolent Association, as the exclusive bargaining agent with respect to rates of pay, hours of work and conditions of employment for all full-time Patrol and Transport employees, the Training officer, and Lieutenants (hereinafter "employees") of the

Department, and excluding all other employees of the Aroostook County Sheriff's Department. Employee attains bargaining unit status upon obtaining 480 hours of work during any twelve (12) consecutive pay periods. Temporary, seasonal or on-call employees are excluded from the unit.

ARTICLE 2 TERM OF AGREEMENT

This Agreement shall become effective upon execution by both parties and shall remain in full force and effect until December 31, 2017, and year to year thereafter unless either party gives the other party at least one hundred twenty (120) days written notice, prior to December 31, 2017 or December 31 of any subsequent year, of its desire to modify, amend, renew or terminate the Agreement. If, after the expiration of said one hundred twenty (120) day period, the parties hereto have not reached agreement then the Agreement shall be automatically terminated, unless negotiations between the parties continue in which case the Agreement will be extended on a day to day basis.

ARTICLE 3 UNION SECURITY

Membership in the Local Union is not compulsory, membership in the Local Union is separate, apart and distinct from the assumption by an employee of his equal obligation to the extent that he receives equal benefits. The Local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not for members in the Local Union.

Section 1 - Union Membership. All employees who are members of the Union as of the date of this Agreement, and all employees who hereafter become members of the Union, shall maintain their membership in good standing in the Union for the duration of this Agreement.

Section 2 - Fair Share Fees. Any future employee who is not a member and does not want to be a member shall pay a fair share fee as a contribution towards the administration of the Agreement in the amount equal to 90% of current dues for the duration of this Agreement.

Section 3 - Indemnification. The Union shall indemnify, defend and hold the employer harmless against all claims and suits which may arise as a result of action taken pursuant to this Article and in the collection of dues, fees, fair share fees, or any other monies.

ARTICLE 4 MANAGEMENT RIGHTS

Except as specifically modified by the provisions of this Agreement, Management reserves the right to manage the operation and direct the work force, including all responsibilities, powers and authorities, such as (by way of example and not by way of limitation) the right to select and hire, discipline, or terminate, to direct and determine the size of the work force, to schedule the work, to determine the duties to be performed, the location and relocation of the work place, to transfer employees from one job to another or one department to

another, the abandonment or cessation or any duties or operations, the schedule of hours and shifts, the establishment or choice of methods and means of carrying out duties, the setting of standards of work, setting of costs, granting of increases, promotion, demotions, lay-off and recall, contracting or arranging for work to be done by others or away from the worksite, the right to introduce new or improved methods, to determine satisfactory performance, to establish written job duties, to determine the uniforms to be worn and equipment required, and the establishment of reasonable rules of conduct and safety which the department and prior to the signing of the Agreement, and such are the sole and exclusive rights and responsibilities of Management and the exercise of such rights shall be in no event be subject to arbitration unless expressly agreed to by Management, in writing, or unless the dispute falls within the scope of Article 16, title "Arbitration" and no provision herein is intended to imply or permit a modification of any of these Management Rights.

ARTICLE 5 OBLIGATIONS

Section 1 - Refraining From Union Activities. The Union and employees agree that no employee will engage in any Union activities during working hours.

Section 2 - Operation of the Department. There will be no cessation of work, slowdown, strike, boycott or picketing, which would inhibit the operation of the Department, by any employee, officers or representatives of the Union, nor shall there be any action or inaction involving interference or suspension of the work of the Department, mass resignation or absenteeism.

Section 3 - Labor Union Dispute. In the event of dispute by another labor union directly or indirectly involving the employees or Union covered hereby, representatives of the Department and the Union will immediately meet and establish the means of dealing with the situation and assuring continuation of the functions of the Department.

Section 4 - No Discrimination. There shall be no discrimination because of Union membership or nonmembership for proper activities in connection therewith provided such activities do not interfere with the operation of the Department.

Further, both parties agree that there will be no discrimination against any person for any reasons of age, sex, race, creed, color, religion, handicapped, or place of national origin.

Section 5 - Performing Duties. All employees shall perform all duties to which they are assigned by their supervisor and will report to duty at the times assigned to report and remain on duty until relieved or excused by their supervisor.

ARTICLE 6 SENIORITY

Section 1 - Probation. All employees for the first six (6) months of their employment are on probation and their services may be terminated during that period at the Department's discretion and such terminations will not be subject to the grievance or arbitration articles.

Section 2 - Seniority Date. A seniority date will be established for each full-time employee which will be his/her most recent date of hire as a full-time employee with the Department. When establishing seniority dates, if two or more employees are hired and start work on the same day,

the one who reports for work on the earlier shift will be senior. If, however, two or more employees are hired and start to work on the same day and the same shift, the employees will be placed on the seniority list by lottery.

Section 3 - Computing Benefits. Seniority will be used for the purpose of computing benefits available to the employee which may accrue to them under this Agreement in which service with the Department is the basis of determining the extent or amount of such benefit.

Section 4 - Break in Seniority. A voluntary quit, discharge, failure to return from layoff within three (3) calendar days of recall, retirement or continuous layoff in excess of one (1) year shall constitute an unqualified break in seniority and said employee will be removed from the seniority records.

Section 5 - Seniority List. A seniority list shall be compiled on January and June of each year and made available to all employees and will show the name and seniority date of each employee. Employees shall have ten (10) days after the posting of the seniority list in which to protest the dates shown and after that time, seniority as shown on such list shall become final. A copy of the seniority list will be given to the Union representative.

Section 6 - Leave of Absence. A leave of absence extending beyond one (1) year (except leave of absence required for service in the Armed Forces of the United States of America) shall break all seniority.

ARTICLE 7 PROMOTION - DEMOTION - LAYOFF – VACANCIES

Section 1 - Lieutenants. It is understood by the parties that the Lieutenants serve as the Chief Administrative Officers for the Law Enforcement Division and the Judicial/Transportation Division, and that the duties and responsibilities of the Lieutenant include the supervision and discipline of employees in other bargaining units.

Section 2 - Spirit of Section. It is the spirit of this Section that an employee will start employment with the Department through the officer classification and advance to the various job classifications as shown below:

Law Enforcement: Deputy, Sergeant

Section 3 - Vacancies/Promotion:

- (a) The Department will determine the qualifications and job duties for all classifications;
- (b) With regard to Lieutenants:
 - 1) The Department may use appropriate tests to assist in the determination of qualifications of an employee;

2) The Department will fill a vacancy from any available source.

(c) With regard to Sergeants and Deputies:

- 1) When a vacancy occurs in a classification, such vacancy will be filled by an employee within the Division, if available;
- 2) When a vacancy occurs in a Division and there are no qualified employees available in the Division in which the vacancy exists, the Department will make the vacancy available to employees by vacancy notice on the bulletin board. The notice will be posted for a period of one (1) calendar week, giving job title and qualifications required. Any employee who meets the qualifications may apply and the vacancy will be awarded on the basis of qualifications, ability, and seniority.

Section 4 - Layoffs. Layoffs will be handled in the following manner:

- (a) In the event of a layoff of a Lieutenant, the Lieutenants may then be assigned to any other job classification he/she is qualified to perform in the Department in the other unit represented by Teamsters Local 340. Recalls from layoff shall be in order of seniority, provided that in all instances, the employee has the qualifications and abilities to perform the work required.
- (b) In the event of a layoff of Sergeants and Deputies:
 - 1) Employees will be laid off in the inverse order of seniority;
 - 2) If after following 1) above, there is no position within the employee's job classification, the employee shall have the option to transfer to any other job classification he/she is qualified to perform if there is an employee with less seniority. If the employee requests to transfer, the employee will bump into the position of the employee with the least seniority;
 - 3) Recalls from layoff for Sergeants and Deputies shall be in order of seniority, provided that in all instances, the employee has the qualifications and ability to perform the work required.
- (c) All employees recalled from layoff must report to the Department for work within three (3) days.

Section 5 - Tests. All tests required will be administered by the Department or any state agency performing such tests and the test results will be final and not subject to the grievance or arbitration articles, Should an employee feel that he/she has been unjustly disqualified by the test results, he/she may request a review of the test results with the Department Head.

Section 6 - Interchangeable. It is understood that the general conditions of the Department require employees to be interchangeable in various positions, and that any employee may be assigned to duties as needed.

Section 7 - Demotions. A demotion shall be to the next existing lower rank.

Section 8 - Furlough of Lieutenants. The Department agrees not to furlough Lieutenants unless it first gives the Union notice of its intent to furlough and the opportunity to discuss a furlough before putting it into effect.

ARTICLE 8 DEPARTMENT RULES

Section 1 - Reasonable Rules. The Department may adopt reasonable rules which are not in direct conflict with this Agreement. The Department will notify the Union and employees in writing of any new or revised rules prior to placing them in effect. All Department Rules are shown in Appendix "A" attached hereto and made a part of the Agreement for reference purposes only.

Section 2 - Employees to Abide. All employees are required to abide by all Department Rules and to be knowledgeable of the rules, and the Department will provide all employees with copies of these rules on an individual basis.

ARTICLE 9 WAGE RATES AND CLASSIFICATIONS

Section 1 - Lieutenants.

- (a) Wage Rates. Lieutenants shall be paid on a salary basis in accordance with the rates shown on the attached Appendix "D", which is a part of this Agreement.
- (b) Time in Grade Payment. A Lieutenant will receive a 2% time in grade payment at such time as the Lieutenant has completed eight (8) years of service as a Lieutenant with the Department.

Section 2 - Deputies and Sergeants.

- (a) Wage Rates. Deputies and Sergeants shall be paid in accordance with the wage rates for each of these classifications are shown on the attached Appendix "D", which is a part of this Agreement.
- (b) OD Call Pay.
 - (I) Officer of the Day Pay. Sergeants receive \$2,133.13 annually, which is divided into twelve (12) and is paid out as a monthly stipend of \$177.78.
 - (II) On Call Pay. A Deputy, who is required to be "on-call", shall be paid an annual amount of \$1,000.00, which will be divided into twelve (12) and is paid as a monthly stipend of \$83.33. This section is effective January 1, 2016.

(c) Call Pay. A Deputy or Sergeant who is called out to work shall be paid for the hours actually worked or receive a three (3) hour minimum payment. During the three (3) hour call period the Deputy or Sergeant shall: 1) respond to any additional call outs without additional call pay; and 2) perform other duties as assigned by the Department.

(d) Effective January 1, 2016: The employee promoted/designated as Detective by management will receive an annual amount of \$1,000.00, which will be divided into twelve (12) and is paid as a monthly stipend of \$83.33.

Section 3 - Work Assignment. As long as an employee is receiving the rate for the classification to which he/she is permanently assigned, it is the exclusive right of management to assign the employee to work anywhere within the Department

Section 4 - Years of Service. An employee shall be placed on the salary scale in accordance with his/her years of service with the Department.

Section 5 - Probationary New Employees. Newly hired employees will be considered probationary employees and will be paid at a rate ten (10) percent below the rate of the classification for which the employee was hired. The period of probation will be six (6) months and upon completion of the probationary period, the employees will receive the full rate of their classification.

Section 6 - Promotion - Probationary Period. An employee who is promoted to a higher pay classification will serve a six (6) month probationary period. During their probationary period, the newly promoted employee will be paid their new rate of pay. If during the probationary period, the newly promoted employee wishes to be returned to his/her former classification, s/he must notify the Division Head in writing, and then s/he shall be returned to his/her prior position, if the Department determined that the newly promoted employee is not succeeding in the new position, then s/he shall be returned to his/her prior position.

Section 7 - Separation - Payment of Wages. Upon separation from employment, the Department will pay to the employee, on the pay date of the week following the date of resignation, all wages due and earned vacation pay due.

ARTICLE 10 HOURS OF WORK

Section 1 - Work Week. The term "work week" used in this Agreement means seven (7) consecutive days of twenty-four (24) hours, starting at 12:00 midnight on Friday and ending at 12:00 midnight the following Friday. Saturdays and Sundays are ordinary work days.

Section 2 - Work Day. The term "work day" used in this Agreement means any of the seven (7) consecutive twenty-four (24) hour periods within the work week, beginning when the employee reports for work.

Section 3 - Starting Time. Starting time shall be contingent upon operational requirements and shall be designated by the Department.

Section 4 - Hours of Work. Deputies and Sergeants will be regularly scheduled to work 43 hours/week. The Training Officer will be regularly scheduled to work 40 hours/week until 1/1/03, and forty-three (43) hours/week thereafter. Lieutenants are salaried exempt employees. Effective January 1, 2010, Deputies, Sergeants and Training Officer will be regularly scheduled to work forty (40) hours per week. Lieutenants are salaried exempt employees.

Section 5 - No Guarantee. Nothing herein contained shall in any way be construed as a guarantee of full-time employment.

Section 6 - Posting Work Schedule. Work schedules will be prepared and posted regularly by the Lieutenant; it will be the responsibility of each employee to check the schedule. Work schedules will be established to meet the demands of coverage for the Department. Vacancies for Lieutenants, and the Training Officer will be filled as required to meet the demands of coverage for the Department. Vacancies for Deputies and Sergeants will be filled in accordance with Article 11, Section 4 of this Agreement.

ARTICLE 11 OVERTIME

Section 1 - Prior Approval. No employee will work overtime without prior approval from the Division Head or designee.

Section 2 - Overtime After 40; Comp Time; Accrual Limit.

- (a) Compensation for authorized overtime will be as follows:

Compensation for authorized overtime will be for all hours worked over forty (40) hours in a work week for Training Officer, Deputies and Sergeants;

- (b) Compensation shall be by compensatory time off or pay at one and one-half the regular rate on an hour for hour basis, employee choice. The maximum accrual rate for compensatory time off shall be as follows: Forty (40) hours for Training officer until 1/1/03, then eighty-six (86); and eighty-six (86) hours for Deputies and Sergeants. Compensatory time off shall be scheduled at the discretion of the Department, and the Department is under no obligation to fill a shift created by an employee absent as a result of compensatory time off. Compensatory time off must be used before an employee leaves the employment of the Department.

Section 3 - Compensatory Time Log. A daily log of compensatory time earned and taken will be maintained and the compensatory time off will be scheduled by the Division Head.

Section 3A - Scheduling CTO. Compensatory time off (CTO) will be scheduled by the Division Head as follows:

1. Requests for CTO must be submitted to the Division Head at least seven (7) days in advance; additional advance notice is preferable.
2. CTO will be scheduled by the Division Head based on the operating needs of the Department, including but not limited to, the ability to fill the requesting employee's shift at straight time wage rates, and the number of employees out on vacation, CTO, or unavailable for other reasons.
3. Exceptions to be granted within the discretion of the Sheriff. Each request for CTO will be independently evaluated.
4. With regard to requests for CTO submitted less than seven (7) days in advance, the granting or denial of a particular request for CTO shall not be deemed to constitute a precedent or past practice for any reason and shall not be the subject of any grievance or other proceeding.

Section 4 - Scheduling - Patrol and Transport Employees. If the Department determines that an unfilled shift for a Patrol or Transport employee is to be filled, it shall be filled as follows:

- (a) Bargaining unit members, chosen from a rotating call list, shall be eligible to fill the following three types of shifts:
 1. Vacation days of four days or less; and
 2. Scheduled sick leave of four days or less; and
 3. Bereavement leave of four days or less.

Any time the call list has been run through once and no bargaining unit employee is found to be available for the period to be filled, the Department may assign non-bargaining unit employees for the period of time to be filled.

- (b) The Department may utilize non-bargaining unit employees to fill any other type of vacancy, not listed in Section 4(a), including, but not limited to, the following:
 1. Any workers' compensation injury, no matter how many days in duration;
 2. Any spare shift;
Examples would be the Saturday "spare" Shift "A" or when the Department requires additional personnel at the jail for emergency or other contingency.
 3. Any suspension of a bargaining unit member; or

4. Any absence of more than four days.
5. Compensatory time off.
6. Unscheduled sick leave.

(c) In filling any vacancies, if a bargaining unit member is not available as set forth in Section 4(a) or a non-bargaining unit member is not available as set forth in Section 4(b), then, the Department has the right to mandate overtime.

A sidebar agreement creating a formal call out protocol and rotating list will be established, certified by the parties, and appended to the agreement by January 1, 2012. Chief Deputy and a representative from the Local will work out the details.

Section 5 - Hours Worked. Time spent in court by a Deputy or a Sergeant while on duty or time spent in court while off-duty as a result of a job related subpoena, will be considered as time worked.

Section 6 - Hours Worked - Sick Time. For the purpose of computing overtime for a Deputy or a Sergeant, sick time shall not be counted as hours worked if the sick time occurs during a work week when the employee was scheduled for overtime work, and such overtime work was included on the schedule posted on or before the first day of such work week; otherwise sick time will be counted as hours worked.

Section 7 - Outside Work Detail. Outside Work Details apply to those jobs where New England PHA Local 601 members are paid by persons and/or firms needing police coverage and are reimbursed by outside entities (such as private vendors, federal agencies, etc.), either as required under State law or City/Town ordinance, mutual aid agreements, for the safety and protection of the general public. These include construction companies working on or near roadways, public dances, rallies, private parties, athletic events, political events, ect. All "Outside Work Details" will be offered to all New England PEA local 601 members first. Management reserves the right to order in members to fill outside work details if necessary for public safety.

The "Outside Work Detail" rates shall be paid at the overtime rate for a top step Lieutenant for all hours worked unless the outside entity restricts the reimbursement to existing contractual overtime rates.

Section 8 - Shift Differentials.

- (a) Deputies and Sergeants will be paid a (15) cent per hour shift differential for regular shifts that are scheduled to include any time, 7:00 p.m. or later Outside work details and extending over a regular shift that ends at 7:00 p.m. are exempt.
- (b) Deputies and Sergeants will be paid a twenty-five (25) cent per hour shift differential for shifts that are scheduled to include 12:01 a.m. on Saturday to 11:59 p.m. on Sundays. Outside work details are exempt. Weekend night shifts will not be subject to the 15 cent "night" shift differential.

**ARTICLE 12
HOLIDAYS**

Section 1 – Recognized Holidays. The Department recognizes only the following holidays:

- | | |
|---------------------------|----------------------------|
| 1. New Years Day | 8. Columbus Day |
| 2. Martin L. King Jr. Day | 9. Veterans Day |
| 3. President's Day | 10. Thanksgiving Day |
| 4. Patriots Day | 11. Day after Thanksgiving |
| 5. Memorial Day | 12. Christmas Day |
| 6. Independence Day | 13. Day before Christmas |
| 7. Labor Day | |

These holidays are to be celebrated as follows:

- A. Employees with Monday-Friday Workweek. Employees who are regularly scheduled to work Monday through Friday shall observe holidays as per the non-union employee schedule.
- B. Employees with a Seven Day Rotation Schedule. Employees who are regularly scheduled to work on a seven day rotation schedule shall observe holidays on the day set forth in Appendix B.

Section 2 - Observance. Holidays shall extend from 12:01 a.m. on the day of the holiday observed to 12:00 p.m. on the same day.

Section 3 - Holiday Pay Conditions.

- (a) In order to qualify for pay for the observed holiday, an employee must have worked on his/her last scheduled work day before the holiday and his/her first scheduled work day following the holiday.
- (b) On the scheduled day before or the scheduled day after a holiday: an employee not working a full shift the scheduled day before or the scheduled day after a holiday because of an illness, at the Department's request, may be required to provide a doctor's note, at the employee's expense, to be eligible for the holiday pay.

Section 4 - Forfeit Holiday Pay. An employee who is scheduled to work on the observed holiday and fails to report to work shall forfeit any compensation for the holiday.

Section 5 - Employee on Vacation. Employees on vacation when an observed holiday occurs will be entitled to an additional day of vacation at the end of their vacation period.

Section 6 - Holiday Pay for Deputies and Sergeants. Deputies and Sergeants will be paid for holidays in which they are qualified in the following manner:

- (a) An employee who works on a recognized holiday will receive pay at two and one-half times the rate per hour shown on Appendix "D" for hours worked on the holiday in the classification they are assigned on the holiday. Effective January 1, 2012, the \$35.00 per holiday previously paid on each holiday will be multiplied by the number of current holidays and added to the annual pay for all classifications, including Lieutenant.
- (b) Employees not assigned or scheduled to work on a recognized holiday, if they otherwise qualify, will receive thirty-five (35) dollars pay for that holiday.
- (c) Employees scheduled to work on a recognized holiday and given that day off will receive pay for that day at the rate shown on Appendix "D" for their regular scheduled classification, if they otherwise qualify, and an additional thirty-five (35) dollars.

Section 7 - No Holiday Pay. Holidays will not be paid to employees on leave of absence for any purposes, on suspension, quit, discharge, on temporary transfer, strike, lock-out, or on lay-off.

ARTICLE 13 INVESTIGATION PROCEDURE

Section 1 - Investigation of Misconduct. Employees of the Sheriff Department hold a unique status as public officers, and providing security to the County and its citizens depends upon the manner in which its officers perform their duties with contacts and their relationships with the citizens. Out of such contacts and relationships may arise questions concerning the actions of the officers, which may require prompt investigation by superior officers designated by the Sheriff or other competent authority. To assure such investigations are conducted in a manner conducive to maintaining proper order and discipline as well as protecting the rights of the officer, the following procedure is established:

- (a) To the extent possible, the investigation will be conducted at a reasonable time taking into consideration the work hours of the officer and the interest of the Department. The person(s) conducting the investigation shall advise the officer that an official investigation is being conducted, inform the officer of the nature of the alleged conduct which is the subject matter of the investigation; and, unless circumstances warrant anonymity, shall identify the complainant. If it is known that the officer is considered a witness only, he/she shall be so informed;
- (b) The investigation shall be conducted with as much confidentiality as possible;
- (c) In cases in which the officer is investigated concerning violation(s) of Department Rules and Regulations, which could result in disciplinary action and where the same can be accomplished without unreasonable delay or

impeding the investigation, the officer will be afforded a reasonable opportunity to have a Union Representative present if he/she requests such representative. If such representative is requested and is present, they will not participate in the investigation except to counsel the officer; and

- (d) The investigation will be completed without unreasonable delay, and the officer will be advised of the final results of the investigation.

Section 2 - Non-criminal Complaints. A citizen's noncriminal complaint(s) against an officer shall be directed to the Sheriff. Such complaint(s) will be filed by the complainant in a formal manner with a statement concerning the allegation. A juvenile making an allegation against an officer must be accompanied by a parent or legal guardian when making the formal complaint.

Section 3 - Suspension. Any employee suspended for investigative reasons may be suspended with or without pay and benefits as warranted by the circumstances. In the event of serious crime or Grand Jury indictment, the employee may be suspended with or without pay, pending final adjudication of the case.

Section 4 - Conviction. Any serious conviction in a court of law of an employee may result in discharge of the employee.

Section 5 - Criminal Investigation. Any investigation into a criminal matter involving an employee shall be governed by the applicable Maine State Statutes.

Section 6 - Rights of Citizen. If an employee is under arrest or is likely to be, or is a suspect in a criminal investigation, the employee will be afforded all rights granted to the other citizens under such circumstances.

ARTICLE 14 DISCIPLINE

Section 1 - Notice. The Department will not discharge or suspend an employee without just cause and will give the employee a notice of discharge or suspension in writing, except that written notice shall not be required for employees discharged or suspended for failure to return on recall, for overstaying a leave of absence, or for absenteeism.

Section 2 - Copy to Union. The Union will be given a copy of a notice of discharge and suspension.

Section 3. Personnel Files:

- (a) Insofar as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of members shall be confidential and shall not be released to any person other than officials of the Department and other County officials, except upon a legally authorized subpoena or written consent of the member;

- (b) Upon request, an employee shall have the right to inspect their official personnel record. 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 their own use. No records shall be withheld from an employee's inspection; and
- (c) No written reprimand shall be placed in an employee's personnel file unless the member is first given the opportunity to see a copy of the reprimand.

Section 4 - Warning Notice. Written warning notices will be given for just cause with a copy given to the employee indicating the nature of the warning and the nature of the cause. Copies of the warning notice will be placed in the employee's personnel file. The employee will be given an opportunity to sign and date said notice to acknowledge its receipt. Refusal to do so shall be indicated by the Department and placed in the employee's file with a copy to the Shop Steward.

Section 5 - Disciplinary Actions in File. All discipline infractions placed in an employee's file which are given for an infraction which is less than a suspendable offense shall be removed from the file if there is no disciplinary offense within twelve (12) months of the offense. All serious offenses (suspension but less than dismissal) shall be removed from the file if no recurrence of disciplinary action is received by an employee within twenty-four (24) months of the serious offense.

ARTICLE 15 GRIEVANCE PROCEDURE

Section 1 - Definition. The following will be the procedure for settling and determining all grievances submitted by either party arising over the interpretation and application of the Agreement and from alleged discharge or suspension without just cause:

- (a) A grievance is hereby jointly defined as a misunderstanding which may arise over the interpretation or application of this Agreement.

Section 2A - Steps - Lieutenants. A grievance must be presented to the Sheriff, in writing, within five (5) days, from the time the employee has knowledge of the occurrence complained of. The grievance must be in writing, specify the nature of the grievance, articles of the contract violated, name of the grievant, date and time of the occurrence, and must be signed by the grievant and the Shop Steward, and specify the proposed remedy.

- (a) Step 1. The Shop Steward and grievant will meet at the appointed time with the Sheriff and present the grievance. The Sheriff will discuss the grievance with the Shop Steward and grievant, and the Sheriff will give a written response to the grievance within three (3) days from receipt of the grievance.
- (b) Step 2. If the written response from Step 1 does not satisfactorily solve the grievance, then the business agent or designee may present the grievance to the

County Commissioners, or designee, in writing, within (5) days of receipt of written response from (5) days to discuss the grievance. The decision from this meeting will be reduced to writing with signed copies to the parties involved within five (5) days of the meeting.

- (c) Step 3. If the decision of the County Commissioners is not satisfactory, then the Union may notify the County Commissioners of its desire to submit the matter to arbitration. Such notice will be in writing and be presented within five (5) days of receipt of written response from Step 2.

Section 2B - Steps - Deputies and Sergeants. A grievance must be presented within five (5) days, from the time the employee has knowledge of the occurrence complained of, to the employee's Division Head. If, after receiving a reply from the Division Head, the employee still feels he/she has a grievance, then the grievance may be presented to the Shop Steward or alternate. If the Shop Steward believes that the grievance has merit, he/she may contact the grievant's Division Head, make an appointment, and present the grievance in writing to the Division Head at Step 1.

- (a) Step 1. The Shop Steward and grievant will meet at the appointed time with the grievant's Division Head and present the grievance in writing specifying the nature of the grievance, articles of the contract violated, name of the grievant, date and time of the occurrence, signature of the grievant, signature of the Shop Steward and the proposed remedy.

The Division Head will discuss the grievance with the Shop Steward and grievant, and will give a written response to the grievance within three (3) days.

- (b) Step 2. If the written response from Step 1 does not satisfactorily resolve the grievance, then the grievance may be presented at this step within three (3) days of receipt of written response from the first step.

The grievance may be presented to the Sheriff or designee in writing, at the appointed time and will be discussed for the purpose of establishing all pertinent facts relating to the grievance. The decision from this meeting will be reduced to writing with signed copies to the parties involved within three (3) days.

- (c) Step 3. If the written response from Step 2 does not satisfactorily solve the grievance, then the business agent or designee may present the grievance to the County Commissioners, or designee, in writing, within (5) days of receipt of written response from the second step. A meeting will then be arranged within five (5) days to discuss the grievance. The decision from this meeting will be reduced to writing with signed copies to the parties involved within five (5) days of the meeting.

- (d) Step 4. If the decision of the County Commissioners is not satisfactory, then the Union may notify the County Commissioners of its desire to submit the matter to arbitration. Such notice will be in writing and be presented within five (5) days of receipt of written response from the third step.

Section 3 - Matters Not Subject to Grievance or Arbitration. The parties agree that the following matters are not subject to the grievance or arbitration procedures of this Agreement:

- (a) Any grievance which has not been filed in a timely manner in accordance with this Article;
- (b) Any matter reserved solely to the rights of management or to the discretion of the employer by the terms of this Agreement;
- (c) Any matter which would require a change from the wages, hours of work, or conditions of employment set forth in this Agreement; and
- (d) Any matter which is not regulated by this Agreement.

Section 4 - Time. When notice is to be given, a time specified in this Article shall not include Saturday, Sunday, or holidays, and applies only to this Article.

Section 5A - Appeal to Next Step - Lieutenants. If the Department's answer is not given within the designated time limit, as to Step 1, or Step 2 grievance meeting is not scheduled to take place within thirty (30) days of receipt of the Step 2 notice, then the Department will be deemed to have denied the grievance and the Union may move the grievance to the next step.

Section 5B - Appeal to Next Step - Deputies and Sergeants. If the Department's answer is not given within the designated time limit, as to Steps 1 and 2, or if a Third Step grievance meeting is not scheduled to take place within thirty (30) days of receipt of the Third Step notice, then the Union may appeal the grievance to the next Step.

Section 6 - Time Limits. Time limits set forth in this article may be extended by mutual agreement between the parties.

ARTICLE 16 ARBITRATION

Section 1 - Submission of Issue - Selection of Arbitrator(s). Any arbitrable matter under this Agreement is to be settled as follows:

- (a) The party raising the issue to be arbitrated shall notify the other party in writing of the issue, or issues, to be arbitrated and promptly transmit the notice to the other party;
- (b) The two (2) parties shall make a good faith effort to select an arbitrator from a

list provided by the Maine Labor Relations Board. If the parties are unsuccessful, then either party may thereafter file a request with the Maine Board of Arbitration and Conciliation for arbitration of the grievance by a board of arbitrators;

- (c) The Arbitrator or Board of Arbitrators thus appointed and accepted shall meet to decide the merits of the issue or issues defined in the notice of arbitration;
- (d) The award of the Board of Arbitrators must be rendered within thirty (30) days after the matter is finally submitted to the Board and shall be binding upon the parties. A majority of the Board shall be necessary to award the decision;
- (e) The single Arbitrator or the Board of Arbitrators shall have only such jurisdiction and authority to interpret and apply the terms of this Agreement and apply the provisions of the Agreement as shall be necessary to the determination of the arbitrable issue(s);

Section 2 - Powers of Arbitrator(s). It is understood and agreed between the parties that the powers of the arbitrators are limited as follows:

- (a) The Arbitrator(s) shall have no power to decide any matter which is declared not to be a grievance under the provisions of the Grievance Article;
- (b) Except as otherwise specifically provided in this Agreement, the Arbitrator(s) shall have no power to change the wages, hours of work, or conditions of employment set forth in this Agreement;
- (c) Shall have no power to add to, subtract from, or modify any terms of this Agreement;
- (d) Shall have no power to substitute their discretion for the employer's discretion in cases where the employer is given discretion by this Agreement;
- (e) Shall deal only with the grievance or grievances which occasioned their appointment; and
- (f) Shall not consider any hearsay evidence except as permitted under the Maine Rules of Evidence.

Section 3 - Divide Expenses and Compensation. The Department and the Union shall divide the expenses and compensation of a single Arbitrator or the Board of Arbitrators equally.

Section 4 - Time. When notice is to be given, the time specified herein shall not include Saturday, Sunday, or Holidays and applies only in this Article.

Section 5 - No Individual Employee May Compel Arbitration. It is agreed that all matters submitted to arbitration by either party are submitted by agreement of the parties and no individual employee may compel an arbitration under this Agreement.

ARTICLE 17 INSURANCE

Section 1 - Health Insurance. The Department shall maintain a group health insurance plan with the same or similar benefits to the one now in effect.

Section 2 - Conditions, etc. Governed by General Group Policy. Conditions, benefits, limitations, and extent of coverage are governed by the stipulations and provisions of the general group policy as written for the Department and its full-time employees.

Section 3 - Premium. All employees, taking advantage of the provisions of this Group Health Insurance, hereby agree to a monthly withholding of premium rates as follows:

- (a) The Department will pay one hundred (100) percent of the total premium for single coverage, regardless of date of hire.
- (b) For an employee who selects a dependent or family plan, the employee will pay eighteen (18) percent of the difference between the single rate and all other rates, regardless of date of hire.
- (c) If an employee is employed full-time under contract for a municipality or other government agency and that entity reimburses the County one hundred (100) percent of the total premium, regardless of the type of plan selected, then that same employee will not be responsible for a health insurance contribution or deduction under this section.

Section 4 - Required Forms. Employees who desire to participate in the Group Health Insurance Plan must complete the required forms for participation or sign a statement declining such insurance.

Section 5 - Insurance While on Leave.

- (a) Employee on Unpaid Leave. An employee covered under the group health insurance plan who is on unpaid leave (except for FMLA leave covered by Article 23, Section 2) shall pay the Department the full premium each month until he returns to full-time work or until the expiration of his leave.

(b) Employee on Paid Leave. An employee covered under the group health insurance plan who is on paid leave shall pay the Department each month on the same conditions as coverage would have been provided if the employee had been continuously employed.

(c) Employee on FMLA Leave. See Article 23, Section 2.

Section 6 - Insurance Benefits - Workers' Compensation Benefits. Insurance benefits will not be paid to any employee who is entitled to Workers Compensation benefits.

Section 7 - Coverage to Cease. If an employee ceases work for reason of resignation, discharge, strike, layoff, lockout, or retirement, this insurance coverage will cease on the same date.

Section 8 - Life Insurance. The Department will provide a Term Life Insurance Policy in the amount of Twenty Thousand (\$20,000) Dollars coverage for each full-time employee and the premium for this coverage will be paid by the Department.

Section 9 - Health Insurance Stipend. The Department will offer stipends for eligible employees who do not participate in the Department's health insurance to the fullest. Stipends are on an annual basis and do not become part of the employee's wages. Stipends are subject to all applicable federal and state taxes and Maine State Retirement. Stipends are pro-rated on a monthly basis and will be paid to the employee through payroll on the last pay week of each month that the employee qualifies. Employees are not provided stipends for dropping dependents that are no longer eligible for health insurance coverage under the Department's group plan. Employees who qualify for a stipend by dropping the Department's health insurance for themselves or dependents (eligible for health insurance coverage with the Department) must be able to demonstrate that they or their dependents have other health insurance coverage. Stipends will not be implemented until verification of insurance is provided to the Department. Stipends are as follows:

An employee, with no dependents eligible for the Department's health insurance, who does not take coverage for himself, shall receive:

\$1,000.00 per year

An employee, eligible for Employee/Child coverage, who drops the child coverage, reverting the employee to single coverage, shall receive:

\$800.00 per year

An employee drops his coverage and child coverage, and therefore is not covered on the Department's insurance, shall receive:

\$1,800.00 per year

An employee who has spouse eligible for family coverage on the Department's insurance and does not cover the spouse, shall receive:

\$600.00 per year

An employee who has dependents eligible for family coverage on the Department's health insurance and does not cover those dependents (employees would have single rate coverage), shall receive:

\$1,200.00 per year

An employee along with dependents who are eligible for family coverage on the Department's health insurance and does not cover himself and dependents, shall receive:

\$2,200.00 per year

An employee whose spouse works for the Department, and both qualify separately for the Department's health insurance (the stipend will be paid to the employee who is not the contract employee on the health insurance) shall receive:

\$600.00 per year

Section 10 - Health Insurance for Retirees: Effective January 1, 2012, employees retiring from the Department may receive health insurance benefits as follows:

- Must be retired from the Department on or after January 1, 2000;
- Must be eligible for retirement benefits;
- Must have twenty (20) years of service with the Department;
- Cannot be covered by more than one health insurance policy;
- The Department will contribute 50% of the cost of single plan coverage and the employee will contribute 50%;

At the Medicare eligibility age established by federal law, the employee may elect to continue coverage by paying for the full cost of the plan.

Section 11 - Section 125 Plan. The Department shall establish a Section 125 plan.

ARTICLE 18 WORKERS' COMPENSATION INSURANCE

Section 1 - Workers' Compensation Insurance. The Department agrees to provide Workers' Compensation insurance coverage for employees covered by this Agreement during the term of this Agreement.

Section 2 - Written Report by Employee. In the event an employee is injured on the job, he/she must notify the Sheriff and complete a written incident report prior to the end of the employee's shift. Should the injury incapacitate the employee, then the Sheriff will complete the written incident report prior to the end of the employee's shift. The employee will submit written notice of the details of the incident to the Department, as soon as he/she is physically able.

Section 3 - Cooperation with Investigation. All employees will cooperate with the Department in the investigation of all accidents or injuries.

Section 4 - Physician's Release. Employees off work due to a work related injury or sickness must report to the Sheriff immediately upon release by their attending physician, with a written release from the physician attesting to their ability to perform their duties. Upon presentation of this release, they will obtain a return to work clearance and an assigned time and date to return to work.

ARTICLE 19 RETIREMENT

Section 1 - Eligibility. Employees shall be eligible to participate in the Maine State Retirement Program.

Section 2 - Required Forms. Each employee shall complete the required forms for participation and hereby agrees to deductions from wages as stipulated by the Maine State Retirement Program.

Section 3 - Retirement Program Explanation. Each qualified employee covered by this retirement program will be provided a publication explaining the program and extent of benefits.

Section 4 - Coverage. The County agrees to provide present coverage or better coverage for the duration of this Agreement provided that the cost factor remains the same, except for normal rate increases for present coverage.

Section 5 - Reopener. Upon request, the Department agrees to enter into negotiations with the Union regarding the selection of a new Maine State Retirement Program at such time as the State of Maine announces the termination of the plan in which the Department is participating and the State announces the new retirement programs available to the County.

ARTICLE 20
UNIFORMS

Section 1A - Uniforms - Lieutenants. All uniforms and equipment required by the Sheriff for the performance of the assigned duties will be provided by the Department.

Section 1B - Uniforms - Deputies and Sergeants.

Deputies and Sergeants will be provided uniforms as follows:

Three (3) long and	Two (2) badges
Three (3) short sleeve shirts	One (1) baseball cap
Three (3) trousers	One (1) utility uniform belt
One (1) jacket (all season)	Two (2) name tags
One (1) felt hat	One (1) straw hat
Insignias and patches as needed	One (1) pair of summer and winter footwear
Two (2) uniform ties	
One (1) truncheon holder	

and equipment listed below as required:

- One (1) handcuff and case
- One (1) ammunition case
- One (1) ammunition package
- One (1) holster
- One (1) mace dispenser and case
- Three (3) belt keepers

Section 2 - Uniforms To Be Worn as Directed. All employees must wear uniforms as directed by the Sheriff.

Section 3 - Summer Shirts. It is required that summer shirts be worn from May 31st through September 1st, unless otherwise required.

Section 4 - Ties; Clean and Pressed; Hats. Ties will be worn with long sleeved shirts; uniforms must be clean and pressed when reporting for duty; when in uniform, hats must be worn when out of automobiles.

Section 5 - Uniform Provided by Department; Replacement. Uniforms, including footwear, will be provided by the Department and replaced on an as needed basis. Items being replaced must be presented to the Division Head or his designee.

Section 6 - Detective's Clothing Allowance. Detectives who do not wear uniforms will be given a clothing allowance of One Hundred Dollars (\$100) every four (4) months.

**ARTICLE 21
AVAILABILITY OF AGREEMENT**

The Union shall furnish each bargaining unit employee with a copy of the Collective Bargaining Agreement upon completion of his/her probationary period.

**ARTICLE 22
IDENTIFICATION FEES**

Should the County find it necessary to require employees to carry or record full personal identification, such requirement 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 23
LEAVE OF ABSENCE/SICK LEAVE/JURY DUTY/BEREAVEMENT**

Section 1 - Leave of Absence. A Leave of absence may be granted by the Department upon written request from the employee for a period not to exceed one (1) year, when in the opinion of the Department, such leave does not result in the undue interference with the normal operations of the Department, Such leaves will be without pay and without accruing benefits.

Section 2 - Family Medical Leave Act Leave of Absence. After the completion of 1250 hours of work during the twelve (12) month period immediately preceding the commencement of the leave, an employee may be granted a leave of absence under the federal Family Medical Leave Act for up to twelve (12) weeks during a twelve (12) month period without pay and without loss of accrued benefits, for

- a. the birth of a son or daughter and to care for the newborn child;
- b. for placement with the employee of a child for adoption or foster care;
- c. to care for the employee's spouse, son, daughter or parent with a serious health condition;
- d. a serious health condition that makes the employee unable to perform the functions of the employee's job.

Further benefits and further seniority shall not accrue while the employee is on leave. In each case the employee shall make a request in writing to the Department on a form provided by the Department thirty (30) days in advance of the requested leave. The Department shall advise the employee in writing of its decision.

The employee shall provide the Department with medical certification for a leave requested under Sections (C) or (D) above on the form provided by the Department. The employee may be required to submit a recertification and/or a fitness for duty certification prior

to returning to work. The Department may inquire as to the employee's intent to return to work. The employee shall be returned to the same or equivalent position upon return from leave.

An employee may use accumulated sick time as a part of his/her Family Medical Leave Act leave. While on a Family Medical Leave Act leave, the employee shall have the opportunity of continuing any group health plan coverage for which the employee is eligible on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period.

The twelve (12) month period in which the twelve (12) weeks of leave entitlement occurs is a "rolling" twelve (12) month period measured backward from the date the employee uses any Family Medical leave.

The terms used in this section are to be interpreted in accordance with the federal Family Medical Leave Act and its regulations.

Section 3 - Sick Leave Accrual. Sick leave with pay will be accrued by employees on the basis of 1.848 hours per week up to a maximum of 720 hours. Such leave with pay will be reduced each time it is used by the number of hours paid and will build up to a maximum of 720 hours upon return of the employee to full-time work. When the employee on leave uses all of his/her sick pay, then the balance of the leave will be without pay.

Section 4 - Sick Leave. Sick leave with pay shall be used for illness and injury, or as allowed for under other provisions of this Agreement, such as FMLA. Sick leave benefits will not be paid to any employee receiving benefits under Workers' Compensation. If requested by the Department, the employee shall furnish a certificate of a qualified physician certifying the condition of the employee to be such as to justify the absence from employment, prior to returning to work. The Department will pay any costs not covered by the employee's insurance for obtaining such certificate. Sick leave can be taken when:

- a. The Department Head has been notified by the employee or representative that the employee is incapacitated by sickness, injury or disability. This must be done no later than one-half hour prior to the start of the employee's work day.
- b. An employee is exposed to a contagious disease and a physician recommends that employee remain off duty.
- c. An employee who has illness in the immediate family necessitating taking time off from work to attend to that family member with approval from the Department Head. If an employee is entitled to leave for this purpose under the Family Medical Leave Act (Section VII(d)), and subject to any additional time designated required under the FMLA, sick leave under this section will be considered concurrently as FMLA leave.

Section 5 - Sick Leave Payout. An employee who separates from employment with the Department in good standing after ten (10) years of continuous employment shall receive 25% of the employee's accumulated sick leave. An employee of the Department who was employed by the Department prior to January 1, 1999, shall receive fifty (50) percent of his/her accumulated sick leave if the employee has completed at least ten (10) years of continuous service with the Department prior to separation.

Section 5A - Post Notice. The Union agrees to the Department posting the sick leave notice dated 7/19/99 (Appendix C) and its content.

Section 6 - Jury Duty. Any employee required to perform jury duty or as a subpoenaed witness will apply for leave of absence and will be paid the rate of their regular assigned classification for work time lost due to jury duty or witness pay. The employee will furnish the Sheriff evidence of amount paid for jury duty or witness duty and in no event shall the amount paid by the Department and the jury duty or witness duty exceed the amount the employee would have received had he or she worked. If the time required for jury duty or witness duty during one (1) calendar year is four (4) hours or less, the employee will be required to work four (4) hours at their regular duties that day.

Section 7 - Bereavement Leave. Employees may receive up to three (3) days leave with pay if required to make necessary arrangements and attend the funeral of a member of their immediate family. The immediate family includes spouse, child, parent, brother, sister, grandparent, spouse's grandparent, present in-laws, grandchildren, dependent resident in employee's home, or significant other (ten years living in the same dwelling). In-laws will include brother, sister, father, and mother.

- (a) For funeral attendance of the following relative, the employee will be given one (1) day off with pay:

uncle, aunt, nephew, niece, and first cousin.

ARTICLE 24 VACATIONS

Section 1 - Calendar Year. Employees will be granted a vacation during each calendar year subject to the conditions set forth in this article.

Section 2 - Conditions. To be entitled to a vacation, an employee must be formally on the payroll at the time of the vacation, and must have been active on the payroll for a period of fifty-two consecutive weeks.

Section 3 - First Year. An employee who has completed the probationary period, may be granted a one (1) week vacation after completion of twenty-six (26) consecutive weeks of employment during the first year of employment.

Section 4 - Vacation Requests. All vacations must be requested on the proper form and be submitted not later than March 1st of each year to allow proper scheduling to meet the demands of the Division and desires of the employees. Any employee who fails to submit a vacation request on time will be scheduled by the Sheriff.

Section 5 - Scheduling After Earned; Accumulation. Vacations may only be scheduled after they are earned. Employees having less than fifteen (15) years of completed service may accumulate vacation leave to a total of 192 hours. Those employees having more than fifteen years of continuous service may accumulate vacation time to a total of 240 hours.

Section 6 - Scheduling: Pay Period. Vacations will be scheduled to begin at the beginning of a pay period and end at the completion of a pay period.

Section 7 - Accrual Rate. Vacations will be earned in the following manner:

- (a) An employee completing fifty-two weeks of continuous employment will be entitled to 1.848 hours per week vacation;
- (b) An employee completing eight (8) years of continuous employment will be entitled to 2.622 hours per week vacation;
- (c) An employee completing fifteen (15) years of continuous employment will be entitled to 3.378 hours per week vacation;
- (d) An employee completing twenty (20) years of employment will be entitled to 4.154 hours per week vacation.

Section 8 - Non-Accrual. Employees will not earn vacation credits while on leave of absence for any purpose, on suspension, quit, discharge, strike, lockout, or on lay-off.

Section 9 - Taken in Continuous Period. All vacations must be taken in one (1) continuous period unless approved by the Sheriff to be scheduled for a split period. Such approval will be subject to demands of the Division operation and other scheduled vacations.

ARTICLE 25 PHYSICAL CAPABILITY

Section 1 - Physician's Examination Upon Request by Department. If so requested by the Department, an employee will submit to a physical, mental or other examination by a physician designated by the Department, and submit an examination certificate to the Department. The cost of the examination will be paid by the Department and be limited to one (1) per year.

Section 2 - Physical Examination - Incapable of Performing Regular Duties. If an employee becomes incapable of performing their regular duties through accident, illness or

other causes, the Department will require the employee to submit to a physical examination to determine the possibility of continued employment by the employee. In the event of a controversy arising from the decision of the Department physician, then the Union may select a physician to make an examination of the employee at its expense, and in the event of controversy of opinions on the part of these two (2) physicians, then the two (2) physicians shall mutually select a third physician to re-examine the employee and the decision of the majority shall govern. Expenses of the third physician will be shared by the Department and the Union.

Section 3 - Habitual Absence. Employees who are habitually absent from work due to illness or physical impairment shall, at request of the Department, furnish proof of such illness or impairment and statement of physical fitness signed by an accredited physician prior to being returned to a work assignment.

ARTICLE 26 SAFETY

Section 1 - Rules. The Department will formulate reasonable safety rules and regulations and provide copies to all employees and the employees agree to abide by all safety rules and regulations provided and required by the Department and the State.

Section 2 - Union Cooperation. The Union agrees that it will fully cooperate with the Department to enforce safety rules and regulations established by the Department and the State, and to use every effort to ensure the proper care and use of safety equipment and equipment issued by the Department.

Section 3 - Grievance. Any dispute which may arise with respect to health and safety conditions and practices, which is not resolved, may be promptly filed in writing in accordance with Article 15 of the Grievance Procedure.

Section 4 - Safety Training. Employees required to report for safety training will be required to attend such training sessions and will be paid for the time of the session at their regular rate; and such time will be considered as work hours for the purpose of overtime hours or pay.

ARTICLE 27 GENERAL

Section 1 – Gun: Yearly Qualification. Each employee required to carry a gun will be given sufficient ammunition to qualify once per year. If said employee is unable to qualify, within a reasonable period of time, he/she will be subject to termination or moved to a position not requiring the use of a gun.

Section 2 - Prior Approval for Outside Employment. Department employees will not

engage in employment outside the Department without prior approval of the Sheriff. To apply for an approval, the employee must indicate the place of employment, nature of work to be performed, frequency and hours of work, and establish that such work does not conflict with the work hours and duties of the Department; and that it does not utilize the position held by the employee in the Department or otherwise compromise the Department.

Section 3 - Political Activities. Political activities of employees must conform with State and Federal laws, rules and regulations.

Section 4 - Maintenance of Equipment. County owned equipment will be maintained by the employee to which it is assigned as required by the Department at the frequency and manner prescribed by the Department.

Section 5 - Bulletin Board. The Department will provide bulletin board space for the posting of official Union notices by the Shop Steward, provided a copy is given to the Sheriff. The Sheriff has the right to remove any notice which does not relate to Union business.

Section 6 - Union Stewards. The Union will furnish the department a list of Union Stewards and will notify the Department of any changes in this list.

Section 7 - Training. The Department may require training for individual employees or groups of employees. Employees assigned for training will attend the scheduled training sessions and the Department will schedule the training sessions to accommodate the employees' work schedules as schedules allow.

Section 8 - Non-discrimination. The Department and the Union agree to comply with Title VII of the Civil Rights Act of 1964, as amended, and any other applicable law, and will prohibit discrimination because of age, sex, race, creed, color, religion, handicap, or place of national origin.

Section 9 - Lie Detector Tests - The Department shall not require, suggest or request that an employee take a polygraph or any other form of lie detector test. The officer may volunteer to take a polygraph test.

Section 10 - Protection of Conditions - The Department agrees that as to Officers and Sergeants that all conditions of employment relating to wages, hours of work, and overtime differentials shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement; and such conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 28
UNION REPRESENTATIVES & STEWARDS

Section 1 - Union Representative. The Department agrees to admit to the Department facilities the authorized representative of the Union for the purpose of observing the application of this Agreement and adjusting grievances. These activities are to be discharged in a manner that will avoid unnecessary loss of time or disruption of work schedules. The Union representative will obtain permission from the Sheriff or designee before the desired visits and prior to entry of the facilities. The Union representative will be accompanied by a management person while in the facility.

Section 2 - Shop Stewards. The Union may appoint one (1) Shop Steward and one (1) alternate who shall be limited to, and shall not exceed, the following duties and activities;

- (a) The investigation and presentation of grievances in accordance with the provisions of Article 15 of this Agreement;
- (b) The collection of dues when authorized by appropriate Local Union action; and
- (c) The transmission of such messages and information which shall originate with and be authorized by the Local Union, provided such messages and information have been reduced to writing.

Section 3 - No Authority to Interrupt Work Force. Shop stewards have no authority to take strike action or otherwise interrupt the work force of the Department.

Section 4 - Time Spent. Time spent by a Shop Steward during scheduled work hours, in carrying out the authorized duties described in this Article shall be by permission of the Sheriff or designee prior to performance of such duties in a manner that will not disrupt the work force and will avoid unnecessary loss of time. Such time will be limited to two (2) hours per week for the Shop Steward.

Section 5 - Leave of Absence. The Shop Steward may be granted a leave of absence, without pay, to attend Union functions for a period not to exceed five (5) days per year, provided that the leave is requested in writing not less than ten (10) working days prior to desired date of such leave, there is no disruption of departmental operations, and that the Department does not incur additional expenses as result of such leave of absence.

ARTICLE 29
EMPLOYEE RELATIONS
HUMAN RELATIONS/SAFETY COMMITTEE

A Human Relations/Safety Committee will be established immediately after the signing of the Agreement. This committee will be made up of three (3) members from management and

three (3) employees to be selected as follows: the Shop Steward, so long as he is not a Lieutenant, and the balance of the members will be selected from among the following: Patrol or Transport employees or the Training Officer.

- (a) This committee will meet periodically for the purpose of a concentrated effort to review methods to increase the effectiveness of the Department employees;
- (b) Prior to each meeting, each party will submit to the other an agenda of items of discussion. This agenda will be presented not less than seven (7) calendar days prior to the established meeting date;
- (c) During each meeting, the committee will agree to a date, time and place of the next meeting;
- (d) All items on the agenda will be fully discussed at the meeting and neither party will be required to render a decision on any matter at said meeting;
- (e) No grievances will be discussed by this committee;
- (f) A file will be maintained including all agenda discussed, meeting dates and actions taken on any matters properly brought before this committee.

ARTICLE 30 JOB DESCRIPTIONS

Section 1 - Job Descriptions. The Department agrees to furnish the Union, within sixty (60) days of the effective date of this Agreement, with current job descriptions for each classification included in the bargaining unit. The Department further agrees to submit any change to the job descriptions and to discuss said changes with the Union before any changes are instituted.

Section 2 – Grievance: Change in Job Description. In the event the Union does not agree with the changes, the Union may file a grievance under Step 2 of the Grievance Procedure to resolve any differences.

Section 3 - Substantially Alter Job. In the event that it is agreed that said changes substantially alter a job, the Department and the Union shall immediately enter into negotiations to establish a wage rate for said altered job.

Section 4 - Right to Request Information Pertaining to Jobs. During the intervening period while such investigations, discussions and negotiations are in progress, the Union shall have the

right to request and obtain copies of job specifications, descriptions, work sheets, assignments, and any other data pertaining to the content, procedures and application of the jobs.

ARTICLE 31 CHECKOFF AUTHORIZATION

Section 1 - Monthly Deductions. The Employer shall deduct regular monthly dues or the fair share fee upon receipt of a signed authorization from each employee (a copy of which is to be retained by the Department) and a certified statement from the Secretary-Treasurer of the Local Union as to the amount for dues and fees, or fair share. Such authorization shall be for the life of this Agreement and shall be continued thereafter if an Agreement exists between the Department and the Union, unless an employee notifies the Union in writing no more than twenty (20) days and not less than ten (10) days before the expiration of each period of one (1) year, or of each applicable collective agreement between the Department and the Union, whichever comes sooner.

Section 2 - Forward Dues. The Department shall forward all such dues and fees or fair share fees so collected to the Secretary-Treasurer of the Local Union before the end of each month in which deductions were made. In the event dues and fees or fair share fees are deducted each week, the Department shall forward such amounts to the Secretary-Treasurer of the Local Union before the tenth (10th) day of the month following the month in which deductions were made.

Section 3 - Delinquent Dues. Upon notification by the Union of delinquent dues or fees, the Department shall deduct for delinquent dues or fees in addition to deduction for regular dues or fees.

Section 4 - Indemnification. The Union shall indemnify and save the Department harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and fees or fair share fees and remitting the same to the Union pursuant to this Article.

ARTICLE 32 NEW ENGLAND PBA HEALTH & WELFARE TRUST

SECTION 1. The Aroostook County Sheriff's Department agrees to have a voluntary payroll deduction for the New England PBA Health & Welfare Trust Fund, which shall provide additional benefits to those covered under this agreement. The Trust is a fund administered by the New England PBA and is a joint labor and management managed fund. The Board of Trustees shall determine in their discretion and within the terms of the Declaration of Trust such Health & Welfare fund benefits to the employees covered under this agreement and their families, The contributions made by the employer to the New England PEA Health & Welfare Trust Fund shall not be used for any other purpose other than to provide Health & Welfare Benefits.

SECTION 2: The Aroostook County Sheriff's Department shall not be held liable for any loss as a result of the New England PEA Trust, and shall be indemnified as a result of any litigation with respect to this section. The Aroostook County Sheriff's Department does not bear any fiduciary responsibility with respect to this section and the sole burden of responsibility is with the UNION and its exclusive bargaining agent, the New England PBA.

**ARTICLE 33
CONCLUSION
COMPLETE AGREEMENT**

Section 1 - Complete Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Department and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

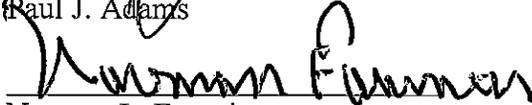
Section 2 - Separability. If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law, such term or provision shall continue in effect only to the extent permitted by such law. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

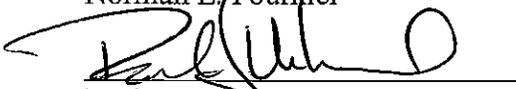
IN WITNESS WHEREOF, the parties hereunto have executed this Agreement this 1st day of March, 2015.

Approved:

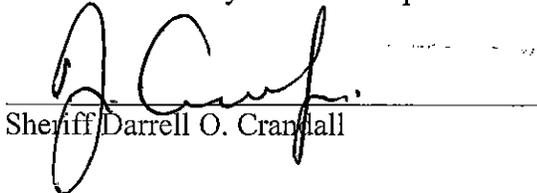
FOR THE DEPARTMENT
Aroostook County Commissioners


Paul J. Adams

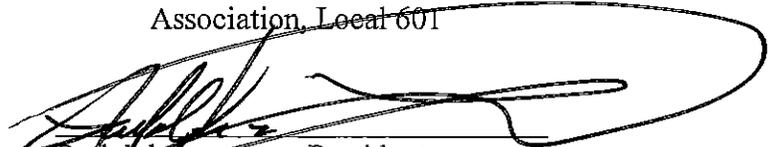

Norman L. Fournier

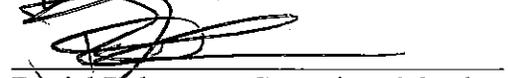

Paul J. Underwood

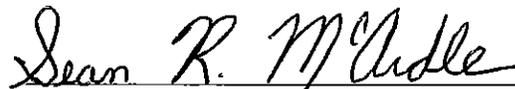
Aroostook County Sheriff's Department


Sheriff Darrell O. Cranfill

FOR THE UNION
New England Police Benevolent
Association, Local 601


Rudolph Levesque, President


Daniel Robertson, Committee Member


Sean R. McArdle, New England PBA

DEPARTMENT RULES

All employees are required to abide by all Department Rules and to be knowledgeable of the rules. Violation of these rules will result in one or more of the following: Verbal discussion with the employee, written notification of violation, suspension and/or termination.

1. Reporting for duty or being on duty under the influence of, possessing or dispensing narcotics, barbiturates, mood-altering drugs, tranquilizers, hallucinogens or alcohol is prohibited.
2. Destruction, defacing or theft of Department property or property of another employee is prohibited.
3. Misuse or removal of Department records or confidential data is prohibited.
4. Dishonesty, misrepresentation or falsification of Department records is prohibited.
5. Sleeping, lying down on duty, or ignoring the job is prohibited.
6. Entry into unauthorized or restricted areas is prohibited.
7. Violence, fighting, threatening, intimidating, coercing, abuse or sexual harassment toward another employee is prohibited.
8. Unauthorized use or operation of any machine, tool, equipment or property of the Department or another employee is prohibited.
9. Violation of Fire Prevention Rules, Safety Rules, Regulations or Laws, or failure to report accidents or injuries to themselves or other employees, non-employees, equipment, vehicles, buildings or machinery is prohibited.
10. Failure to use safety devices and protective equipment, or failure to properly care for such devices and equipment or to follow safety procedures.
11. Failure to report for duty when designated or reporting for duty after designated starting time, unless permission has been given by the Department.
12. Refusal or failure to perform work duties assigned, insubordination or using abusive language towards supervisors, other employees or the public is prohibited.
13. Pamphleteering, solicitation, or distribution of literature by any employee or non-employee on Department premises is prohibited.
14. Only authorized persons shall be allowed on Department premises and employees who enter Department premises during their non-working hours must have prior authorization.
15. Only authorized employees will carry firearms.

16. There shall be no riders in Department vehicles unless authorized.
17. Unauthorized distribution of literature, written or printed matter on the Department premises, or posting or removing of notices, signs, or materials on bulletin boards is prohibited.
18. All employees, while off duty but on Department premises, are subject to these Department Rules.

ADDENDUM A-1 to:

BARGAINING AGREEMENT BETWEEN AROOSTOOK COUNTY GOVERNMENT AND
NEPBA LOCAL 601. AROOSTOOK COUNTY DEPUTY SHERIFFS UNION

Effective January 17, 2012:

I. • Rotating overtime call list and procedures for use;

A, General

- 1) County paid overtime shifts: Starting with the most senior officer of either Deputy or Sergeant classification, a list will be created of bargaining unit members, by descending seniority dates, This list will be updated each time a new member joins the bargaining unit and will only include members of the bargaining unit. It is the responsibility of the union to notify the county immediately of changes in the membership. The list will be inspected and certified as accurate by the union secretary as needed. If a member does not wish to be offered any overtime on this list, they must certify that in writing to the Chief Deputy by January 15 of each year
- 2) Outside work details (as defined in the agreement): Starting with the most senior officer in all classifications, a second end separate list will be created of bargaining unit members, by descending seniority dates. This list will be updated each time a new member joins the bargaining unit and will only include members of the bargaining unit. It is the responsibility of the union to notify the county immediately of changes in the membership. The list will be inspected and certified as accurate by the union secretary as needed. If a member does not wish to be offered any overtime on this list, they must certify that in writing to the Chief Deputy by January 15 of each year.
- 3) Primary telephone number: Each member will provide the county with a "primary telephone number" they wish to be used for overtime opportunities. The county will not be required to call more than one number. This "primary telephone number" may be changed at any time, but the notification must be in writing (or e-mail) to the Chief Deputy.
- 4) ACCEPTED overtime opportunity: The member accepts and obligated to work the shift.
- 5) REFUSED overtime opportunity: The member is not scheduled to work during any of the offered shift and declines the opportunity to work the shift.
- 6) UNABLE to accept overtime opportunity: Because the officer is scheduled to work during any of the offered shift, the officer is unable to take advantage of the opportunity. For purposes of this section, assigned training is considered work.
- 7) Overtime opportunities: Each individual overtime opportunity will be

considered to follow the other based upon date and time, not project or assignment. In other words, if a transport starts at 8:00 a.m. and a patrol shift starts at 10:00 a.m. the transport is the first opportunity for that *day* and the patrol is the second opportunity for that day. The same would apply to outside work details. If there is a Stonegarden shift starting in the Floultton area at 4:00 p.m. and another starting in Van Buren at 4:00 p.m. one will be the first opportunity and the other is the second for that day. The county would not fill the entire day or week in one area and then fill the other area subsequent to that.

B. Procedures

- 1) Rotation: The County will start with the senior officer on each list only the first time the list is used. From that point, the offers for shifts will rotate equitably, as follows:
 - a. Officers A, B and C are called and refuse the shift. The offer then goes to the next person down on the list and so on until an officer accepts the shift.
 - b. Officer D accepts the shift. Officer B is the first officer to be called for the next available overtime opportunity.
 - c. Officer E is called and is unable to take the overtime because she is at the academy for training. Officer F is offered the overtime and accepts. Officer B is called first for the next overtime opportunity. If Officer B refuses, Officer F would be skipped for the very next offer pilly and the offer would go to Officer O. Both Officers E and F are now back in the regular rotation.

C. Records

- 1) Availability: The county will retain the aforementioned lists and documentation of shift assignments (either on paper or electronically) for six months.
- 2) Inspection: These records will be available for inspection by the executive board of the union upon their request.

D. Conflict / Mediation

- 1) If a member has reason to believe they were not offered an overtime opportunity in error they will inquire of the Chief Deputy WITHIN 3, BUSINESS DAYS and ask him to review the records. If the Chief Deputy agrees there was an error, that member will be given the next overtime opportunity without otherwise disrupting the established rotation. If the Chief Deputy disagrees and the member is not satisfied with the explanation, the president of the local will review the records with the Chief Deputy. If they reach consensus that there was an error, the member will be offered the next opportunity. If they agree there was no error that will end the inquiry.
- 2) Should a pattern of inconsistent assignments develop, which remain unresolved by the process outlined in subsection I above, the union reserves the right to grieve any perceived unfair labor practice,

E) Training

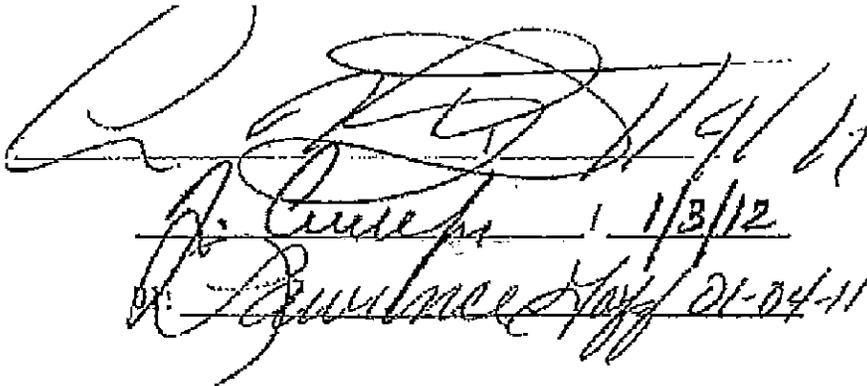
- 1) The county agrees that if dispatchers or non-supervisory administrative staff is utilized to facilitate this process they will be adequately trained to use it properly.

F) Mandated overtime

- 1) The county reserves the right to mandate that a member work an overtime shift if the offer for that overtime has first been made to nil members of the bargaining unit and all eligible non-bargaining unit employees, and all have refused or been tillable as defined above.
- 2) The member to be mandated the overtime will be the same member called first for the overtime opportunity. The member is required to work the shift unless relieved of that obligation by the Chief Deputy or Sheriff based upon articulated, extraordinary circumstances beyond the member's control. Should this determination be made by the Chief Deputy or Sheriff the shift will be mandated to the next member down on the list.
- 3) Members will answer their primary telephone following the refusal of an overtime opportunity and will not avoid being mandated to take a shift, as that only penalizes the member below them on the rotation list.
- 4) Only members who are on the rotation list may be mandated overtime unless the Sheriff declares an emergency. In that ease, any or all members arc subject to call in any order or by geography as needed.

As required by the bargaining agreement between Aroostook County Government and NEPBA Local 601 for January 1, 2012 to December 31, 2014, Addendum A-1, above, is effective January 17, 2012, and incorporated into the bargaining agreement that became effective January 1, 2012. Addendum A-1 will remain in force for this and future bargaining *mem its unless otherwise negotiated and agreed upon, in writing, END

Craig Clossey, Chief Deputy Darrell Crandall, President, Local 601: Larry Goff; Negotiating Team, Local 6



Handwritten signatures and dates:

- ~~Craig Clossey~~ 1/9/12
- ~~Darrell Crandall~~ 1/3/12
- ~~Larry Goff~~ 01-04-11

Appendix "B"
(Law Enforcement)

Recognized Holidays

	2015	2016	2017
New Year's Day	Thursday, January 1	Friday, January 1	Sunday, January 1
Martin Luther King Day	Monday, January 19	Monday, January 18	Monday, January 16
Presidents' Day	Monday, February 16	Monday, February 15	Monday, February 20
Patriots' Day	Monday, April 20	Monday, April 18	Monday, April 17
Memorial Day	Monday, May 25	Monday, May 30	Monday, May 29
Independence Day	Saturday, July 4	Monday, July 4	Tuesday, July 4
Labor Day	Monday, Sept 7	Monday, Sept 5	Monday, Sept 4
Columbus Day	Monday, Oct 12	Monday, Oct 10	Monday, Oct 9
Veteran's Day	Wednesday, Nov 11	Friday, Nov 11	Saturday, Nov 11
Thanksgiving Day	Thursday, Nov 26	Thursday, Nov 24	Thursday, Nov 23
Day After Thanksgiving	Friday, Nov 27	Friday, Nov 25	Friday, Nov 24
Christmas Eve	Thursday, Dec 24	Saturday, Dec 24	Sunday, Dec 24
Christmas Day	Friday, Dec 25	Sunday, Dec 25	Monday, Dec 25

Appendix "D"

3/1/2015
(2014 plus 2.25% COLA)

2015 Salary Structure
Full-Time Law Enforcement Employees

Grade Level	0-6 mo	6 mos	1 yr	2 yrs	4 yrs	6 yrs	8 yrs	10 yrs	12 yrs
Sergeant	\$17.44	\$19.13	\$19.46	\$19.72	\$20.28	\$20.84	\$21.08	\$21.48	\$21.92
Officer	\$15.21	\$16.69	\$16.95	\$17.27	\$17.87	\$18.16	\$18.51	\$18.89	\$19.27

	Start	6 mos	6 yrs	8 yrs	10 yrs	12 yrs
Lieutenant	\$881.54	\$945.07	\$983.38	\$982.03	\$1,001.06	\$1,020.49

Effective 1/1/95, a lieutenant receives a 2% time in grade payment after completing eight (8) years of service as a Lieutenant.

1/1/2016
(2015 plus 2.25% COLA)

2016 Salary Structure
Full-Time Law Enforcement Employees

Grade Level	0-6 mo	6 mos	1 yr	2 yrs	4 yrs	6 yrs	8 yrs	10 yrs	12 yrs	16 yrs	20 yrs
Sergeant	\$17.84	\$19.58	\$19.90	\$20.17	\$20.73	\$21.11	\$21.54	\$21.97	\$22.42	\$22.88	\$23.32
Officer	\$15.58	\$17.06	\$17.33	\$17.68	\$18.28	\$18.57	\$18.92	\$19.31	\$19.71	\$20.10	\$20.50

	Start	6 mos	6 yrs	8 yrs	10 yrs	12 yrs	16 yrs	20 yrs
Lieutenant	\$880.92	\$966.33	\$985.03	\$1,004.13	\$1,023.68	\$1,043.45	\$1,064.32	\$1,085.80

Effective 1/1/95, a lieutenant receives a 2% time in grade payment after completing eight (8) years of service as a Lieutenant.

1/1/2017
(2016 plus 2.5% COLA)

2017 Salary Structure
Full-Time Law Enforcement Employees

Grade Level	0-6 mo	6 mos	1 yr	2 yrs	4 yrs	6 yrs	8 yrs	10 yrs	12 yrs	16 yrs	20 yrs
Sergeant	\$18.28	\$20.05	\$20.39	\$20.67	\$21.25	\$21.64	\$22.08	\$22.52	\$22.98	\$23.44	\$23.90
Officer	\$15.95	\$17.49	\$17.77	\$18.10	\$18.73	\$19.03	\$19.40	\$19.79	\$20.20	\$20.60	\$21.02

	Start	6 mos	6 yrs	8 yrs	10 yrs	12 yrs	16 yrs	20 yrs
Lieutenant	\$902.95	\$980.49	\$1,009.68	\$1,029.23	\$1,049.17	\$1,089.63	\$1,090.82	\$1,112.74

Effective 1/1/95, a lieutenant receives a 2% time in grade payment after completing eight (8) years of service as a Lieutenant.