

AGREEMENT

Between

COUNTY OF AROOSTOOK

and

THE AROOSTOOK COUNTY SHERIFF'S OFFICE
CORRECTIONS/DISPATCH UNIT

and

NATIONAL CORRECTIONAL EMPLOYEE'S UNION (NCEU)

July 1, 2024 - June 30, 2027

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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 National Correctional Employees Union (NCEU), hereinafter referred to as the "UNION."

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 (Title 26, M.R.S.A. 961 through 974, 1962 as amended), 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 Office 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 dated June 12, 2020, the Department recognized National Correctional Employees Union (NCEU), as the exclusive bargaining agent with respect to rates of pay, hours of work and conditions of employment for all full-time Corrections employees, Dispatchers of the Department, excluding the Sheriff, Jail Administrator, Chief Deputy, Patrol and Transport employees, Training officer, Nurse, Administrative Assistants, Secretaries and part-time employees. 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 June 30, 2027, and year to year thereafter unless either party gives the other party at least one hundred twenty (120) days written notice, prior to June 30, 2027 or June 30 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 - 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 work site, 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 unless the employee obtains prior approval from his/her supervisor and that said activities will be restricted to the specific purpose indicated to the supervisor.

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 non-membership 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, except correctional officers, for the first six (6) months of their employment are on probation and their service may be terminated during that period at the Department’s discretion and such terminations will not be subject to the grievance or arbitration articles. Correctional officers shall serve a one (1) year probationary period in accordance with Title 30-A §501(2-A), and may be terminated during that period at the Department's discretion and such termination will not be subject to the grievance or arbitration articles. During the probationary period, all correctional officers will be entitled to the benefits of the contract and union membership on the date of hire pursuant to Title 26 Chapter 9-A.

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, NCEU Local 138 President and NCEU assigned staff.

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

Jail:	Officer (OFC), Corporal (CPL), Sergeant (SGT)
Dispatch:	Dispatcher, Dispatch Supervisor

Section 2 – Promotions. Insofar as consistent with good management in filling vacancies in the classifications covered by this Agreement, the following procedure will apply:

- (a) The Department will determine the qualifications for all promotions and may use appropriate and reasonable tests to assist in determination of qualifications of an employee;
- (b) Qualifications, ability and seniority shall be the determining factors in promotions. As between employees who have proper qualifications and ability, promotions will be made on the basis of seniority;
- (c) If there are no qualified employees available for promotion, vacancies may be filled by the Department from other available sources.

Section 3 -Vacancies.

- (a) The Department will determine the qualifications and job duties for all classifications;
- (b) When a vacancy occurs in a classification, such vacancy will be filled by an employee within the Division, if available;
- (c) 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 reduction of force, employees will be laid off in the inverse order of seniority in their line of progression in their Division to the entry level classification;
- (b) If after following (a) above, there is no position within the employee's Division, the employee shall have the option to transfer to any other job classification he/she is qualified to perform in another Division if there is an employee with less seniority in such Division. If the employee requests to transfer to a new Division, the employee will bump into the position of the employee with the least seniority;
- (c) Recalls from lay off shall be in order of seniority in the following order: first, to the employees on the recall list in the Division where the vacancy occurs and, then to others on the list; provided that in all instances, the employee has the qualifications and ability to perform the work required; and
- (d) 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. Test results will be provided to Local leadership.

Section 6 – Promotion. In the event of a promotion of any employee, such promotion will be made on the basis of qualifications first and seniority second.

Section 7 – 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 8 – Qualifications. The Department shall determine the qualifications and job duties for all classifications.

Section 9 - Demotions. A demotion shall be to the next lower classification in the employee's line of progression.

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 (NCEU) and

employees in writing of any new or revised rules prior to placing them in effect. Department Rules include but are not limited to the following:

1. Reporting for duty or being under the influence of, possessing or dispensing narcotics, barbiturates, mood- altering drugs, tranquilizers 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 falsifying of Department records is prohibited.
5. Sleeping, laying down on duty, or ignoring the job is prohibited.
6. Entry into unauthorized or restricted areas is prohibited.
7. Violence, fighting, threatening, intimidation, coercing, abusing 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 of 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 distributing of literature by an 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 Department premises, or posting or removing of notices, signs, or materials on bulletin boards is prohibited.

All employees, while off duty but on Department premises, are subject to these Department Rules. Violation of these rules will result in one or more of the following: Verbal discussion with employee, written notification of violation, suspension and/or termination.

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 - Wage Rates. Job classifications of the employees covered by this Agreement, and the weekly wage rates for each of these classifications are shown on the attached Appendix "A", which is a part of this Agreement.

Section 2 - Temporary Assignment. Employees will be paid at the rate of the classification to which they are assigned. In the event that an employee is temporarily assigned to a classification with a lower rate of pay, then the employee's rate will not be reduced during the time of the temporary assignment. Should an employee be temporarily assigned to a classification with a higher rate of pay and such assignment is for a period of time greater than one-half of the assigned workday, then the employee will be paid the higher rate of pay for the total hours worked that day.

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

Section 4 - Probationary Employees. Newly hired employees will be considered probationary employees. The period of probation for dispatch shall be six (6) months, correctional officers will be one (1) year. Monthly, the Human Resources Department shall notify the Union of all bargaining unit members whose status has changed from "Probationary" to "Regular".

Section 5 – 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 Jail Administrator in writing, and then s/he shall be returned to his/her prior position. If the Department determines that the newly promoted employee is not succeeding in the new position, then s/he shall be returned to his/her prior position.

Section 6 – Separation - Payment of Wages. Upon the discharge of an employee, the Department will immediately pay to the employee all wages due and earned vacation pay due. Upon the resignation of an employee, 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.

Section 7 - Wages Paid by Direct Deposit. All wages paid under this Agreement, whether for hours worked, or for sick time, vacation time, holidays, or otherwise, shall be weekly by direct deposit into a bank account properly designated by the employee. The County shall furnish employees with forms necessary to initiate direct deposits and will provide reasonable assistance to employees in completing such forms. Employees may change depository financial institutions from time to time but will be required to complete new forms in order to effectuate such changes. Employees changing depository financial institutions understand that processing paperwork to effectuate the changes may result in delays in such changes. The County will make every effort to process the direct deposit forms both initially and in making any changes as efficiently and expeditiously as reasonable possible.

ARTICLE 10 - HOURS OF WORK

Section 1 - Work Schedules. All shifts shall be 12-hour shifts for corrections officers, assistant shift supervisors and shift supervisors. All shifts will be 10-hour shifts for employees assigned to classification, commissary, accounts, the support Sgt., and transportation. Employees assigned dispatch will work an eight (8) hour shift. Employees assigned to booking will work a twelve (12) hour shifts. Each work week shall begin on Saturday and end on the following Friday and each two (2) week work period (14 days) shall begin on a Saturday and end on the second (2nd) Friday. Overtime calculations for Correction Officers, Assistant Shift Supervisors, and Shift Supervisors will be based on the two (2) week work period (14 days) and overtime calculations for all other employees covered under this contract will be based on individual work weeks (7 days).

Shift length and schedules may be modified by Management per article 4 Management Rights, after consultation with the Union, in accordance with the language in this section, below.

The accrual rate for vacation or sick time, and for holiday pay or any other benefit or pay, will be based on an individual's shift; eight (8), ten (10) or twelve (12) hour shifts.

The usage of a "day off", or similar time off, shall be an eight-, ten-, or twelve-hour period, as appropriate for the employee assignment.

Absent agreement of the local to additional schedule or shift changes, further changes may be changed by Employer as follows. Such changes shall be done with 60 days notification in for that purpose. One (1) time during the life of the agreement, Employer may change the schedule. If, after 45 days, the union objects, the schedule shall be returned to the previous form, in 30 days, or such other time as may be agreed by the employer and the local.

Section 2 - No Guarantee. Nothing herein contained shall in any way be construed as a guarantee of full-time employment.

Section 3 - Posting Work Schedule. Work schedules will be posted regularly and 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 will be filled in accordance with Article 11, Section 4 of this Agreement.

Section 4 - Shift Swaps. On a voluntary basis, Employer may permit employees to swap or change shifts, so long as it does not involuntarily affect the shift assignment of another employee. All shift swaps shall be subject to 29 CFR §553.317 (p) (3).

Section 5 – Inclement Weather/Hazardous Duty. In the event the County Administration closes the county buildings due to inclement weather or any other safety concern, essential employees required to report to work on the date of closure, at the jail or dispatch, shall receive a \$50 Stipend.

ARTICLE 11 - OVERTIME

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

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

- (a) Compensation for authorized overtime will be as follows: For hours over forty (40) physically worked, unless specifically provided otherwise herein.
- (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: Sixty (60) hours, effective July 1, 2010. 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. Compensatory time off is subject to Section 3A and applicable side letters.
- (c) Supervisors working overtime in a non-supervisory capacity will be scheduled and paid as follows:
 - 1. A supervisor who wants to be placed on the call list will be done so by seniority.
 - 2. A supervisor will be allowed to fill regular line officer openings.
 - 3. The rate of pay will be one and one half times their current assigned base rate.

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 Jail Administrator.

Section 3A - Scheduling CTO. Compensatory time off (CTO) will be scheduled by the Jail Administrator as follows, and is subject to applicable side letters.

- (a) Requests for CTO must be submitted to the Jail Administrator at least seven (7) days in advance; additional advance notice is preferable.
- (b) CTO will be scheduled by the Jail Administrator 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.
- (c) Exceptions to be granted within the discretion of the Sheriff. Each request for CTO will be independently evaluated.
- (d) 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 3B - Exhibit C. All compensatory time shall be governed by Appendix C to this agreement.

Section 4 - Scheduling. If the Department determines that an unfilled shift 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:
 - a. Vacation days of four days or less; and
 - b. Scheduled sick leave of four days or less; and
 - c. Bereavement leave of four days or less.
- (b) 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.
- (c) 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:
 - a. Any workers' compensation injury, no matter how many days in duration;

- b. Any spare shift (Examples would be the Saturday "spare" Shift "A" or when the Department requires additional personnel at the jail for emergency or any other contingency.)
- c. Any suspension of a bargaining unit member;
- d. Any absence of more than four days;
- e. Compensatory time off;
- f. Unscheduled sick leave.

(d) 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.

Section 4A- Forced Call. If the Department determines that it will fill an unfilled shift with a bargaining unit employee, then the shift shall be filled from a rotating call list starting with the least senior bargaining unit employee, and skipping bargaining unit employees who have previously taken a forced call until the list is exhausted, and then starting over with the least senior bargaining unit employee, and contacting each bargaining unit employee until a bargaining unit employee is called in. All forced hours worked shall be compensated under section 2 b) as overtime, unless eligible for a higher rate of pay as in premium holiday pay.

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

Section 6 - Hours Worked-Sick and Vacation Time. For the purpose of computing overtime, 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. For the purpose of computing overtime, scheduled vacation time shall be counted as hours worked.

Section 7 - Fourteen Day Work Period.

The parties have adopted a fourteen (14) day work period pursuant to Section 207(k) of the Fair Labor Standards Act for Corrections Officers, Assistant Shift Supervisors and Shift Supervisors.

Except in circumstances indicated below, employees will be paid time and one half (1 1/2) the employee's regular rate of pay for all hours actually worked in excess of eighty (80) hours in a 14-day work period.

Mandated hours, call ins and forced extended shifts will be paid at the overtime rate. Unpaid leave, unscheduled paid sick leave and bereavement leave will not count as hours actually worked for purposes of calculating overtime wages due.

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

Shift differentials are not included in any overtime rate of pay, except as required by FLSA as part of the "regular rate of pay" for hours over 43.

ARTICLE 12 - HOLIDAYS

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

- | | |
|-------------------------------|----------------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Martin Luther King Jr. Day | 9. Indigenous Peoples Day |
| 3. President's Day | 10. Veteran's Day |
| 4. Patriots Day | 11. Thanksgiving Day |
| 5. Memorial Day | 12. Day after Thanksgiving |
| 6. Juneteenth | 13. Day before Christmas |
| 7. Independence Day | 14. Christmas 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 set forth in Appendix "C", effective January 1, 2012.
- (b) Employees with a Seven Day Rotation Schedule. Employees who have a seven day rotation schedule shall observe holidays on the day set forth in Appendix 'C'

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. Employees will be paid for holidays in which they are qualified in the following manner:

- a) Effective 1/1/2016, 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.
- b) An employee who works on a recognized holiday will receive pay at two and one-half times the rate per hour shown on Appendix "B" for hours worked on the holiday in the classification they are assigned on the holiday.

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 Officer 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, but not the identity of those under investigation;
- (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. The NCEU assigned staff representative will be provided a complete copy of the investigation.

Section 2- Non-criminal Complaints. A citizen's non-criminal 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 -Administrative Leave. The Sheriff or Sheriff's designee may place any employee on leave for investigation of a violation of any provision of this agreement, for violation of any applicable work rules, or violation of any laws. Such leaves may be with or without pay and benefits as warranted by the circumstances, in the sole discretion of the Sheriff or Sheriff's designee. Before being placed on leave without pay and benefits an employee shall be informed of the charges and evidence supporting the charges and given an opportunity to respond.

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 law and may be investigated by any authorized agency.

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 place an employee without pay, without just cause and will give the employee a notice of discharge or leave in writing, except that written notice shall not be required for employees discharged or placed on leave for failure to return on recall. The Local President and NCEU Business Agent/Labor Representative will be given a copy of a notice of discharge or leave.

Section 2 - Examples of Grounds for Discipline. The reasons listed below are illustrative of behavior or conduct which may be grounds for discipline. The list is not intended to be exhaustive:

1. Drinking or using illegal drugs on the job or arriving to work while under the influence, degree not needed, of intoxicating beverages or drugs.
2. Failure to follow orders of superiors.
3. Repeated tardiness.
4. Failing to perform the duties of the position.
5. Negligent or willful damage to County property.
6. Conviction of a crime.
7. Dishonesty, including falsification of official reports or records.
8. Use of abusive language to the public.
9. Negligently endangering the safety of other employees or the public.
10. Sleeping on duty.
11. Insubordination.
12. Conviction of any traffic related offense that results in the loss of or suspension of the employee's right to operate a motor vehicle in the State of Maine. This will include any conviction in other states that have reciprocal agreements with the State of Maine.
13. Acceptance of money or a gift by any employee when given under the circumstances indicating the hope or expectation of receiving better treatment than that accorded to the public in general is prohibited and may result in immediate dismissal. All employees shall be responsible for providing county services to the public in a courteous and polite manner.
14. Failure to follow departmental policy, including but not limited to Department Rules described in Article 8 or as hereafter established.

Section 3 - Disciplinary Actions in File. All discipline resulting in written or oral warnings or reprimands shall be placed in an employee's file. Such discipline shall be removed from the file if there is no further disciplinary offense within six (6) months of final adjudication of the offense. All discipline resulting in suspension (but not dismissal) shall be placed in an employee's file. Such discipline shall be removed from the file if no further disciplinary action is received by an employee within twenty-four (24) months of the final adjudication of the offense.

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.

Nothing contained in this Article shall be deemed to change the work rules as set forth in Article 8 Department Rules to this agreement, nor to restrict the County from imposing discipline under those work rules, for any misconduct identified in this Article, or for any other violation of this contract or of any law.

ARTICLE 14A - PERSONNEL FILES

(a) An employee's personnel file shall be the official repository for all information related to the employee's employment with the County. It consists of two folders; one medical file containing private health information, and one containing all other documents. With the exception of information relating to compensation, training, and Sheriff's Office investigative reports, neither the Sheriff or Jail Administrator, nor any other County official, officer or employee shall establish or maintain any other file or record of information relating to the employee or the employee's employment with the County. Each employee's personnel file shall be physically maintained in the County Administrative Office, and shall be maintained in such a manner as to prevent the unauthorized viewing of the information contained in such file. Copies of documents containing information related to an employee's training may also be maintained by the Sheriff for employees of the Sheriff's office (Corrections) or by the Director of Communications in the Communications Center. "Information related to training" means documentation of formalized training that has been provided to an employee with respect to any employee's employment.

(b) Upon request, the employee shall have the right to inspect his/her own personnel record. An appointment for such inspection shall be during regular business hours and shall be conducted under supervision of the County. The employee shall have the right to request a copy of his/her own personnel file for that employee's own use. No record shall be withheld from an employee's inspection. The employee shall have the right to have added to that employee's file a written refutation of any material which that employee considers detrimental. The release or dissemination of personnel records or information contained herein shall be governed by applicable state and federal law, including, without limit, the provisions of 5 U.S.C. § 552, et seq., 1 M.R.S. § 401, et seq., and 30-A M.R.S. § 503.

The release, dissemination or distribution of any information contained in personnel records shall be limited as provided by those statutes, and any other applicable provision of federal or state law, except as follows: (1) with the written consent of the employee whose records are in question, (2) pursuant to a court order, or (3) pursuant to a legally authorized subpoena. In the event that a legally authorized subpoena is served upon the County and requires that the personnel records be furnished, County shall inform the employee of the existence of the subpoena so that the employee may take whatever action the employee deems necessary to prevent the release of the records. The County shall have no further obligation to object to, or otherwise resist, the command of the subpoena.

ARTICLE 15-GRIEVANCE PROCEDURE

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

For the purpose of Article 15, the phrase "working days" means all days which are not Saturdays, Sundays or holidays recognized by the State of Maine, for purposes of Article 15, the day of the act or event from which the designated period of time begins to run shall not be included.

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

Section 1 - Grievance by Employee. An aggrieved employee or the Union shall have the right to implement the grievance procedure provided herein. An aggrieved employee shall have the right to union representation at any and all steps of the grievance procedure. A class action grievance is defined as a matter which does not directly affect one or more employees, but nevertheless constitutes a dispute between the County and the Union as to the meaning or application of the specific terms of this Agreement.

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

INFORMAL

Step One: The aggrieved employee, alone, or with or through a union representative, shall present the grievance to his or her immediate supervisor within fourteen (14) working days after the occurrence of the event or matter giving rise to the grievance. Any resolution of the grievance at the informal stage must be consistent with the terms of this Agreement. Additionally, any resolution at the informal stage where the employee chose to proceed with the grievance without the assistance or intervention of a union representative precludes the employee from making a claim against the Union alleging a breach of the Union's duty of fair representation.

FORMAL

Step Two: If the aggrieved employee, alone, or with or through a union representative, and the employee's supervisor have not resolved the grievance as provided pursuant to Step

One, then the union representative may submit the grievance on behalf of the aggrieved employee, in writing on the official grievance form, to the Sheriff and/or his/her designee no less than seven (7) and no more than fourteen (14) working days after the grievance was first presented to the supervisor.

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

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

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

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

Upon written application of either the aggrieved employee and the employee's union representative, or the Sheriff and/or his/her designee, or on the employee's own initiative, the County Administrator may, in his/her discretion, extend the period of time within which the meeting must be held in order to afford the parties a complete opportunity to present any information necessary to inform the County Administrator's decision on the grievance. The Administrator shall notify the parties in writing of any extension of time. This extension

may not exceed thirty (30) working days, unless agreed to in writing by both parties. At this meeting, the County Administrator may select one additional non-bargaining unit County employee to attend the meeting for the purpose of ensuring that the meeting is properly recorded and to maintain the confidentiality of the meeting, unless the employee has chosen to have the meeting held in public session.

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

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

Step Four: In the event that the decision of the County Administrator as rendered is unsatisfactory to the aggrieved employee the employee's Union representative, the decision may be appealed to arbitration. The Union representative shall submit a written request for arbitration to the County Administrator within fourteen (14) working days after the date of the written decision. The County and Union shall, within ten (10) working days after the date on which a written request for arbitration was filed, confer and attempt to mutually agree on the selection of an arbitrator. If the parties are able to mutually agree on an arbitrator, they shall acknowledge the selection of the arbitrator in writing. The parties will utilize the arbitration services of the Maine Labor Relations Board (MLRB).

In the event that the parties have agreed upon a single arbitrator, they shall share equally in the fees and expenses of that arbitrator. In the event that the parties were unable to so agree, they shall share equally the fees and expenses for the use of the Maine Labor Relations Board services.

Section 2. Matters Not Subject to Grievance. The parties agree that the following matters are not subject to the grievance procedures of this Agreement:

- (a) any grievance which has not been filed in a timely manner in accordance with this Article;
- (b) any matter which would require a change from the wages, hours of work, or conditions of employment set forth in this Agreement; and
- (c) any matter which is not regulated by this Agreement.

ARTICLE 16 – COMMUNICATIONS STIPEND

Any new town that contracts with the sheriff's department for communication services, under 5000 residents, all dispatchers will receive a \$0.25 stipend per hour cumulative. If a town fails to renew or separates from the contracted services, the stipend shall be reduced by \$0.25. The addition/subtraction of stipends shall only apply to the communication stipend.

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. (Currently POS C Plan effective January 1, 2016).

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:

1. All Employees:

- (a) The Department will pay eighty-five (85%) percent of the total premium for the dependent and single coverage employee, regardless of date of hire. The employee will pay fifteen (15%) percent of the premium for the health insurance plan, regardless of the type of plan selected (single, family or other). This section is amended and effective July 1, 2010.

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:

- (a) An employee, with no dependents eligible for the Department's health insurance, who does not take coverage for himself, shall receive annually: \$1092.73
- (b) An employee, eligible for Employee/Child coverage, who drops the child coverage, reverting the employee to single coverage, shall receive annually: \$1,147.37
- (c) An employee drops his coverage and child coverage, and therefore is not covered on the Department's insurance, shall receive annually: \$1,966.91
- (d) An employee who has spouse eligible for family coverage on the Department's insurance and does not cover the spouse, shall receive annually: \$874.18

- (e) An employee who has dependents eligible for family coverage on the Department's health insurance and does not cover those dependents (employee would have single rate coverage), shall receive annually: \$1,693.73
- (f) 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 annually: \$2,895.73
- (g) 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 annually: \$874.18

Section 10 - Health Insurance for Retirees. Effective January 1, 2000, employees retiring from the Department may receive health insurance benefits as follows:

- (a) Must be retired from the Department on or after January 1, 2000;
- (b) Must have twenty (20) years of service with the Department;
- (c) Cannot be covered by more than one health insurance policy;
- (d) The Department will contribute 50% of the cost of single plan coverage and the employee will contribute 50% for up to five (5) years from date of retirement or until employee attains the age of sixty-five (65), whichever is less;
- (e) At age sixty-five (65), 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 his/her Jail Administrator and complete a written incident report prior to the end of the employee's shift. Should the injury incapacitate the employee, then the employee's supervisor 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, or designee, 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. Effective July 1, 2022 all Employees shall participate in the Maine Public Employees Retirement System, (MePers), 4C (25/55) Special Plan)

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 Public Employees Retirement System.

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 Public Employees 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 1 – Uniforms.

- (a) Corrections will be provided uniforms as follows:
 - a. Five (5) long or short sleeve shirts (the employee’s choice)
 - b. One (1) utility uniform belt
 - c. Five (5) trousers
 - d. One (1) summer jacket and one (1) winter jacket with County insignia.

- e. One (1) pair footwear (\$130 limit)
- f. Two (2) baseball caps-1 summer, 1 winter

(b) Dispatch employees will be provided uniforms as follows that must be worn on duty; with five polo shirts which must be worn when on duty.

- a. Five (5) Polo Shirts
- b. One (1) pair footwear (\$130 limit)

Section 2 - Uniforms To Be Worn as Directed. All employees must wear uniforms unless otherwise directed by their Jail Administrator.

Section 3 - 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 Sheriff, or designee. The decision of whether any part of a uniform, including footwear, requires replacement is to be made by the sheriff or designee in their sole discretion.

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 2.307 hours per week or pay period 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 leave will be without pay.

An employee with more than 480 hours of sick time may request in writing to Human Resources twice per year (June and December) to receive a payout of up to 60 hours in a separate paycheck.

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.

Section 5 - Sick Leave Payout. An employee who separates, in good standing, after ten (10) years of continuous employment shall receive twenty-five (25) percent 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 upon separation.

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 Department Head 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, step child, parent, step parent, brother, sister, grandparent, spouse's grandparent, present in-laws, grandchildren, dependent resident in employee's home, or domestic partner. 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.

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 (15) 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) From 1-5 years of service, 1.848 hours accrued per week.
- (b) After 5-10 years of service, 2.308 hours accrued per week.
- (c) After 10-15 years of service, 2.772 hours accrued per week.
- (d) After 15-20 years of service, 3.385 hours per week.
- (e) After 20-25 years of service, 3.693 hours per week.
- (f) After 25-30 years of service, 4.516 hours per week.
- (g) After 30 years of service, 4.616 hours per week.

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.

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 born by the Department.

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.

Section 3 - Risk of Physical Danger. It is recognized that the normal work of this unit requires the performance of work that may involve a risk of physical danger. No employee will be required to perform work that endangers his/her physical safety beyond the normal requirements of the job. In the event an employee believes he/she has been assigned such work, the following will apply:

- (a) An immediate conference will be held with the Jail Administrator or designee, the employee refusing, and a steward, if available, to determine if an unduly hazardous situation does exist; and if so, what action should be taken;
- (b) If a mutual agreement cannot be reached among the parties at the conference, the Jail Administrator may either send the employee home (with or without pay) or assign the employee other work;
- (c) If the matter cannot be immediately mutually resolved by the employee, the Jail Administrator, and the Shop Steward, then the matter will be promptly filed in writing at Step 2 of the Grievance Procedure; and
- (d) disciplinary action will not be taken against an employee acting under this section unless the Department determines there is just cause for such action.

Section 4 - Union Cooperation. The Union agrees that it will fully cooperate with the Department to enforce safety rules and regulations and to use every effort to ensure the proper care and use of safety equipment and equipment issued by the Department for use by employees.

Section 5 – 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 at Step 2 of the Grievance Procedure.

Section 6 - 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 - Prior Approval for Outside Employment. Department employees may engage in employment outside the department with prior consultation with the Sheriff. To apply for an approval, the employee must indicate the place of employment, nature of the 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 2 - Political Activities. Political activities of employees must conform with State and Federal laws, rules and regulations.

Section 3 - Maintenance of Equipment. Count 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 4 - 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 after consultation with the union.

Section 5 - Work Emails. The Human Resources Department shall provide NCEU with a list of the work email addresses of all bargaining unit employees. The list shall be e-mailed to info@nceu.org.

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 - Protection of Conditions. The Department agrees 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.

Section 10 - 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.

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 per shift 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 or its officers, provided such messages and information have been reduced to writing.

Section 3 - No Authority to Interrupt Work Force. Shop stewards or alternates 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 or alternate, 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 and alternate combined and will be considered time worked. The alternates will serve only in the absence of the Shop Steward.

Section 5 - Leave of Absence. Up to 2 correction employees and 1 dispatch employee may each be granted a leave of absence, at their regular rate of pay, to attend Union functions, after communicated by Local 138 leadership. The employee must be scheduled to work on the day of leave in order to receive a leave of absence. Leave must not exceed two (2) days per year per employee.

ARTICLE 29 – EMPLOYEE & 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 the Shop Steward and two members from the bargaining unit.

- (a) At the request of either party, the committee will meet 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 items 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 and fees upon receipt of a signed authorization from each employee (a copy of which is to be retained by the Employer) and a certified statement from the NCEU as to the amount for deductions.

Section 2 - Forward Dues. The Employer shall forward all such dues and fees so collected to the NCEU Headquarters 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 Employer 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 said dues and fees and remitting the same to the NCEU Headquarters pursuant to this Article.

ARTICLE 32 - 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 County 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.

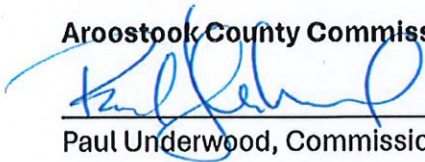
Section 2 – Separability. If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law, such term or provision shall continue in effect only to the extent permitted by such law. If any term or provision of this Agreement is or becomes invalid or 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 ____ day of _____, 2024.

Approved:

FOR THE COUNTY

Aroostook County Commissioners



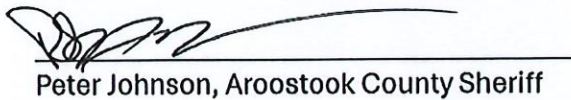
Paul Underwood, Commissioner



Norman Fournier, Commissioner



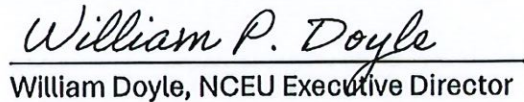
William Dobbins, Commissioner



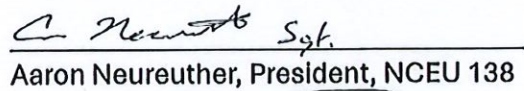
Peter Johnson, Aroostook County Sheriff

FOR THE UNION

NCEU UNION NO. 138



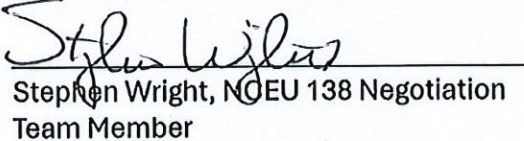
William Doyle, NCEU Executive Director



Aaron Neureuther, President, NCEU 138



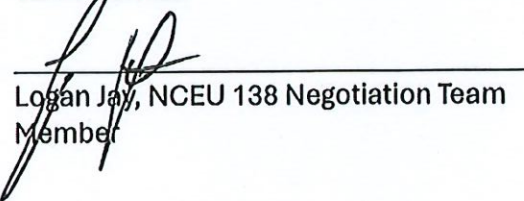
Seth Cropley, Vice President, NCEU 138



Stephen Wright, NCEU 138 Negotiation Team Member



Kenny Spittle, NCEU 138 Negotiation Team Member



Logan Jay, NCEU 138 Negotiation Team Member

County of Aroostook

Correction/Dispatch Salary Structure

July 1, 2024 - June 30, 2027

Year 1 : July 1, 2024 - June 30, 2025															
Position by Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Officer/Dispatcher	\$ 21.04	\$ 21.46	\$ 21.89	\$ 22.33	\$ 22.78	\$ 23.23	\$ 23.70	\$ 24.17	\$ 24.65	\$ 25.15	\$ 25.65	\$ 26.16	\$ 26.69	\$ 27.22	\$ 27.77
Corporal	\$ 22.04	\$ 22.46	\$ 22.89	\$ 23.33	\$ 23.78	\$ 24.23	\$ 24.70	\$ 25.17	\$ 25.65	\$ 26.15	\$ 26.65	\$ 27.16	\$ 27.69	\$ 28.22	\$ 28.77
Sergeant	\$ 23.49	\$ 23.96	\$ 24.44	\$ 24.92	\$ 25.42	\$ 25.93	\$ 26.45	\$ 26.98	\$ 27.52	\$ 28.07	\$ 28.63	\$ 29.20	\$ 29.79	\$ 30.38	\$ 30.99
Position by Step	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Officer/Dispatcher	\$ 28.04	\$ 28.32	\$ 28.61	\$ 28.89	\$ 29.18	\$ 29.47	\$ 29.77	\$ 30.07	\$ 30.37	\$ 30.67	\$ 30.98	\$ 31.29	\$ 31.60	\$ 31.92	\$ 32.23
Corporal	\$ 29.04	\$ 29.32	\$ 29.61	\$ 29.89	\$ 30.18	\$ 30.47	\$ 30.77	\$ 31.07	\$ 31.37	\$ 31.67	\$ 31.98	\$ 32.29	\$ 32.60	\$ 32.92	\$ 33.23
Sergeant	\$ 31.30	\$ 31.61	\$ 31.93	\$ 32.25	\$ 32.57	\$ 32.90	\$ 33.23	\$ 33.56	\$ 33.89	\$ 34.23	\$ 34.57	\$ 34.92	\$ 35.27	\$ 35.62	\$ 35.98

Officer/Dispatch \$.60 cents added to the June 30, 2024 contracted base rate for Step 1 | Increase per step (Step 2-15 = 2%) (Step 16-30 =1%)
 Corporal \$1.00 added to base rate of Officer/Dispatcher
 Sergeant \$1.00 added to the June 30, 2024 contracted base rate for Step 1 | Increase per step (Step 2-15 = 2%) (Step 16-30 =1%)

Year 2 : July 1, 2025 - June 30, 2026															
Position by Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Officer/Dispatcher	\$ 22.09	\$ 22.54	\$ 22.99	\$ 23.45	\$ 23.92	\$ 24.39	\$ 24.88	\$ 25.38	\$ 25.89	\$ 26.41	\$ 26.93	\$ 27.47	\$ 28.02	\$ 28.58	\$ 29.15
Corporal	\$ 23.09	\$ 23.54	\$ 23.99	\$ 24.45	\$ 24.92	\$ 25.39	\$ 25.88	\$ 26.38	\$ 26.89	\$ 27.41	\$ 27.93	\$ 28.47	\$ 29.02	\$ 29.58	\$ 30.15
Sergeant	\$ 24.66	\$ 25.15	\$ 25.66	\$ 26.17	\$ 26.69	\$ 27.23	\$ 27.77	\$ 28.33	\$ 28.89	\$ 29.47	\$ 30.06	\$ 30.66	\$ 31.28	\$ 31.90	\$ 32.54
Position by Step	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Officer/Dispatcher	\$ 29.44	\$ 29.74	\$ 30.04	\$ 30.34	\$ 30.64	\$ 30.95	\$ 31.26	\$ 31.57	\$ 31.88	\$ 32.20	\$ 32.53	\$ 32.85	\$ 33.18	\$ 33.51	\$ 33.85
Corporal	\$ 30.44	\$ 30.74	\$ 31.04	\$ 31.34	\$ 31.64	\$ 31.95	\$ 32.26	\$ 32.57	\$ 32.88	\$ 33.20	\$ 33.53	\$ 33.85	\$ 34.18	\$ 34.51	\$ 34.85
Sergeant	\$ 32.87	\$ 33.19	\$ 33.53	\$ 33.86	\$ 34.20	\$ 34.54	\$ 34.89	\$ 35.24	\$ 35.59	\$ 35.94	\$ 36.30	\$ 36.67	\$ 37.03	\$ 37.40	\$ 37.78

Officer/Dispatch 5% added to the June 30, 2025 contracted base rate for Step 1 | Increase per step (Step 2-15 = 2%) (Step 16-30 =1%)
 Corporal \$1.00 added to base rate of Officer/Dispatcher
 Sergeant 5% added to the June 30, 2025 contracted base rate for Step 1 | Increase per step (Step 2-15 = 2%) (Step 16-30 =1%)

Year 3 : July 1, 2026 - June 30, 2027															
Position by Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Officer/Dispatcher	\$ 23.20	\$ 23.66	\$ 24.14	\$ 24.62	\$ 25.11	\$ 25.61	\$ 26.13	\$ 26.65	\$ 27.18	\$ 27.73	\$ 28.28	\$ 28.85	\$ 29.42	\$ 30.01	\$ 30.61
Corporal	\$ 24.20	\$ 24.66	\$ 25.14	\$ 25.62	\$ 26.11	\$ 26.61	\$ 27.13	\$ 27.65	\$ 28.18	\$ 28.73	\$ 29.28	\$ 29.85	\$ 30.42	\$ 31.01	\$ 31.61
Sergeant	\$ 25.89	\$ 26.41	\$ 26.94	\$ 27.48	\$ 28.03	\$ 28.59	\$ 29.16	\$ 29.74	\$ 30.34	\$ 30.95	\$ 31.56	\$ 32.20	\$ 32.84	\$ 33.50	\$ 34.17
Position by Step	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Officer/Dispatcher	\$ 30.92	\$ 31.23	\$ 31.54	\$ 31.85	\$ 32.17	\$ 32.49	\$ 32.82	\$ 33.15	\$ 33.48	\$ 33.81	\$ 34.15	\$ 34.49	\$ 34.84	\$ 35.19	\$ 35.54
Corporal	\$ 31.92	\$ 32.23	\$ 32.54	\$ 32.85	\$ 33.17	\$ 33.49	\$ 33.82	\$ 34.15	\$ 34.48	\$ 34.81	\$ 35.15	\$ 35.49	\$ 35.84	\$ 36.19	\$ 36.54
Sergeant	\$ 34.51	\$ 34.85	\$ 35.20	\$ 35.55	\$ 35.91	\$ 36.27	\$ 36.63	\$ 37.00	\$ 37.37	\$ 37.74	\$ 38.12	\$ 38.50	\$ 38.88	\$ 39.27	\$ 39.67

Officer/Dispatch 5% added to the June 30, 2026 contracted base rate for Step 1 | Increase per step (Step 2-15 = 2%) (Step 16-30 =1%)
 Corporal \$1.00 added to base rate of Officer/Dispatcher
 Sergeant 5% added to the June 30, 2026 contracted base rate for Step 1 | Increase per step (Step 2-15 = 2%) (Step 16-30 =1%)

Appendix"B" – HOLIDAYS

<u>2024-2025</u>	<u>2025-2026</u>	<u>2026-2027</u>
Independence Day	Independence Day	Independence Day
Labor Day	Labor Day	Labor Day
Indigenous People’s Day	Indigenous People’s Day	Indigenous People’s Day
Veteran's Day	Veteran's Day	Veteran's Day
Thanksgiving Day	Thanksgiving Day	Thanksgiving Day
Day after Thanksgiving	Day after Thanksgiving	Day after Thanksgiving
Day before Christmas	Day before Christmas	Day before Christmas
Christmas Day	Christmas Day	Christmas Day
New Year’s Day	New Year’s Day	New Year’s Day
Martin Luther King Jr. Day	Martin Luther King Jr. Day	Martin Luther King Jr. Day
President’s Day	President’s Day	President’s Day
Patriot’s Day	Patriot’s Day	Patriot’s Day
Memorial Day	Memorial Day	Memorial Day
Juneteenth	Juneteenth	Juneteenth

Appendix "C"

**Agreement between the County of Aroostook
and Teamsters Local 340**

Made by the undersigned individuals, on behalf of the above listed parties,
this 17th day of November, 2015, then further amended by the
parties this 11th day of November, 2017.

As November 17, 2015, the parties agree to a moratorium on the accrual and use of compensatory time off (also known as CTO), as described in Article 11 Section 2.b of the agreement between the parties. The only exception to this will be that the county will allow the use of CTO that was approved by the Jail Administrator on or before November 10, 2015. Future overtime worked will, without exception, be compensated as pay in accordance with the bargaining agreement.

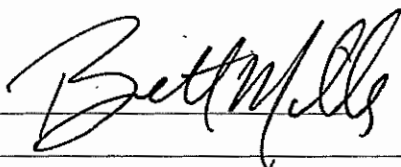
Any portion of unused CTO balances that existed as of November 10, 2015, and remains as of January 1, 2016, may be paid out at the employee's request. The county will make a one-time formal announcement allowing a reasonable time period for employees to identify the number of hours for which they want pay.

This moratorium remains in full force unless otherwise mutually agreed, in writing, by the parties.

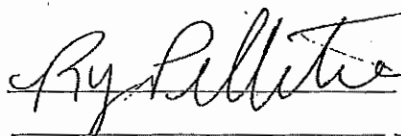
As of November 11, 2017, the parties agree to reinstate the use of compensatory time off (also known as CTO) for Dispatchers, and shall be governed as per Article 11, Section 2. b. of the agreement of the parties.

Teamsters Local Union No. 340:

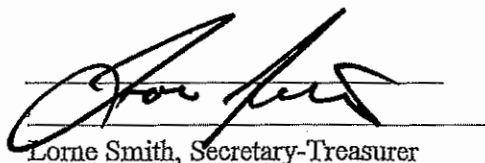
Aroostook County:



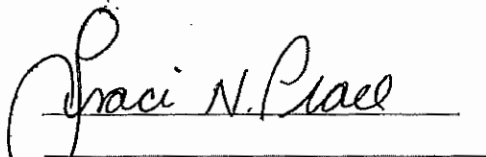
Brett Miller, Pres. & Business Agent



Ryan D. Pelletier, County Administrator



Lorne Smith, Secretary-Treasurer



Traci N. Place, Business Agent