

**AGREEMENT**

**BETWEEN THE**

**CUMBERLAND COUNTY  
COMMISSIONERS**

**TEAMSTER UNION LOCAL # 340**

**CORRECTIONS SUPERVISORS UNIT**

**JULY 1, 2021 – June 30, 2024**

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## PREAMBLE

Pursuant to the provisions of 26 M.R.S.A. §961-974, this Agreement is entered into by the County of Cumberland (hereinafter known as Employer) and Teamsters Local No. 340 (hereinafter known as Union) to establish mutual rights and responsibilities to preserve employee morale and to promote effective and efficient operations.

## ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours, working conditions and contract grievance arbitration for all Lieutenants, Administrative Officers, Food Service Managers and Sergeants, in the Corrections Supervisors Unit.

## ARTICLE 2 – DEFINITIONS

- A. Employer – The Cumberland County Commissioners and/or their designated agent.
- B. Union – Teamsters Local 340.

## ARTICLE 3 - GRIEVANCE PROCEDURE

### A. Definitions

1. Grievance - A grievance shall be a dispute between the parties as to the meaning or application of the specific terms of the collective bargaining agreement.

2. Days - Days shall be calendar days Monday through Friday, excluding legal holidays, and may be extended by mutual agreement by telephone but confirmed in writing.

### 3. Informal Step

Within ten (10) days of the event giving rise to the grievance, the Steward and/or the grievant shall meet with the employee's Captain in an effort to resolve the problem. Grievances should be resolved at the lowest and most informal stage of the complaint procedure.

B. Step 1 – Jail Administrator

If, within ten (10) days of the meeting at the informal step, the parties are unable to resolve the problem, the grievance must be presented in writing to the Jail Administrator. Within five (5) days of receipt of the grievance, the Administrator who made the decision to issue the discipline, and the level of discipline, shall meet with the grievant and/or his/her representative to discuss the grievance. Within ten (10) days of such meeting, the Administrator shall render his/her written decision.

C. Step 2 - County Manager

Within ten (10) days of receipt of the Step 1 answer, the grievant and/or his/her representative may appeal the grievance to the County Manager. The County Manager shall conduct a hearing on a date mutually agreeable to the parties, but in no event later than fifteen (15) days after receipt of the appeal. At the close of the hearing, the County Manager shall render a written decision within ten (10) days after the close of the hearing.

D. Step 3 - Arbitration

If the findings of the County Manager are unacceptable to the Union, the Union may within ten (10) days of receipt of the written decision submit a demand for arbitration. In the event the County Manager fail to render a written decision, the Union will assume the answer to be unfavorable and must proceed to arbitration within thirty (30) days from the date of the Step 2 hearing. The parties shall attempt to mutually agree upon an impartial arbitrator. If the parties are unable to agree upon an impartial arbitrator within seven (7) days from the date of receipt of the demand for arbitration, the Union shall submit the arbitration request to the Maine State Board of Arbitration. The union must submit the arbitration request to the Maine Board of Arbitration no later than 30 days after the receipt of the demand for arbitration. The arbitrator shall be without authority to render a decision that is in violation of law or that amends or modifies this Agreement. The decision of the arbitrator shall be final and binding on the parties. All fees and expenses of the arbitrator shall be divided equally between the parties, except that each party shall bear the cost of preparing and presenting its own case. The parties shall be bound by the rules of the Maine Board of Arbitration.

E. General Provisions

1. Any grievance not initiated or processed in accordance with the procedures herein shall be deemed waived. If the Employer fails to schedule a meeting or respond within the prescribed time limits, the Union may appeal the grievance to the next step.

2. The time limits for processing of grievances may be extended orally by mutual agreement and confirmed in writing.

3. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

4. Each grievance must contain the name of the grievant, the date of occurrence, the current date, the article(s) of the Agreement violated, and the remedy sought.

5. All grievance appeals must be responsive to the answer at the previous step.

6. Whenever the Union is grieving on behalf of an employee, the name of the employee(s) must be placed on the grievance form and the employee must be aware such grievance has been filed on his/her behalf.

7. Nothing in this procedure prevents an employee from filing a grievance on his/her own behalf, provided the Union is notified, given an opportunity to be present at any meeting where the grievance is discussed, allowed to state its view and that no resolution of such grievance is inconsistent the terms of the Agreement.

8. A grievance shall be initiated at the lowest level at which a remedy can be granted.

9. If either party requests that a transcript be made of an arbitration hearing, such transcript shall constitute the only official record of the hearing. The party causing such transcript to be made shall pay the costs involved and furnish the arbitrator with a copy. If the opposite party requests a copy of the transcript, it shall pay the costs to have such transcript made.

#### ARTICLE 4 - DUES DEDUCTION

##### A. Monthly Dues

The Employer shall deduct regular monthly dues and initiation fees from the pay of each employee who has individually authorized such deduction. The Secretary-Treasurer of the Union shall notify the Employer and employees as to the amount of such dues. If the Employer, through error or omission, deducts the incorrect amount of dues or initiation fees, a correction will be made the first payroll after such error is known by the Employer.

B. Forwarding of Dues

The Employer shall forward all such dues so withheld to the Secretary/Treasurer of the Union by the 15th of the following month for which deductions were made.

C. Indemnification

The Union shall indemnify and save the Employer harmless against all claims and suits which may arise by reason of any action taken in making deductions and remitting same to the Union, pursuant to this Article.

ARTICLE 5 - UNION SECURITY

A. Membership

All employees who are members of the Union as of the date of this Agreement shall maintain their membership in good standing in the Union for the duration of this Agreement.

B. 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.

ARTICLE 6 - BULLETIN BOARDS

The Employer agrees to allow the Union the use of a bulletin board and County e-mail for the purpose of posting notices of Union meetings, Union elections, and items of interest to the Unit, and social affairs. No demeaning material to the Employer, political, or advocating illegal activity may be posted.

ARTICLE 7 - ACCESS TO EMPLOYEES

A. Conditions of Access

Duly authorized representatives of the Union shall be permitted access into work areas for the purpose of transacting business which shall include investigating and adjusting grievances, investigating working conditions, and contract administration. In no event shall such activities interfere with the work performance of the employee(s).

B. Notification to Supervisor

The duly authorized representative will, in all cases of access, notify the non-bargaining unit supervisor or his/her designee, of his/her presence.

## ARTICLE 8 - UNION ACTIVITIES

### A. Leave for Union Business

The Employer agrees to grant three (3) days off a year, with pay, and without discrimination or loss of seniority rights, to one (1) Union Steward designated by the Union to attend a labor convention or to serve in any capacity or other Union business, provided forty-eight (48) hours written notice is given to the Employer specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

### B. Non-Discrimination

Any employee member of the Union acting in any official capacity shall not be discriminated against for his/her acts as such officer of the Union. Such acts shall not interfere with the conduct of the Employer's business, be illegal, or in violation of any departmental rule, regulation, or policy or in violation of this Agreement, nor shall there be any discrimination against any employee because of Union membership or activities.

## ARTICLE 9 - SHOP STEWARDS

### A. Duties

The Employer recognizes the right of the Union to designate a Shop Steward and provide the name of the Shop Steward, to the County. The authority of Shop Steward so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. Investigation and presentation of grievances in accordance with the collective bargaining agreement.
2. The collection of dues when authorized by appropriate Local Union action.
3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers provided such messages and information have been reduced to writing.

### B. Time Off For Union Business

The Employer will grant up to two and one half (2 ½) hours per week to the



Union for the Steward to investigate, present, and process grievances on or off the property of the Employer and/or participate in negotiations without loss of pay. Such time spent shall be considered working hours in computing daily and/or weekly overtime.

## ARTICLE 10 - LEAVES OF ABSENCE

### A. Family Medical Leave

The County may take whatever reasonable steps are needed to comply with state and/or federal requirements of the Family and Medical Leave Act of 1993.

The County requires the use of accrued earned time to the extent it is available while an employee is on Family Medical Leave in unpaid status, or an extended medical leave of absence.

An employee on Family Medical Leave who remains in paid status as a result of income derived pursuant to a disability benefit / income protection plan (IPP) may elect to use earned benefit time, but is not required to do so.

### B. Extended Medical Leaves of Absence Without Pay For Illness or Injury

The County shall comply with the Americans with Disabilities Act (ADA) of 1990, the ADA Amendments Act (ADAAA) of 2008, and any other state and/or federal Discrimination Laws, as may apply and as may be amended.

1. Should an employee not be eligible for, or have otherwise exhausted other available leave, such as FMLA, or require an extension of leave due to a disability or serious health condition, the employee may be eligible to take a leave of absence pursuant to this section where medically necessary. All leave requests will be reviewed pursuant to applicable state and federal law including but not limited to the Family Medical Leave Act and the Americans with Disabilities Act (the "ADA").
2. Pursuant to the Americans with Disabilities Act and other applicable Maine law, the County shall provide a reasonable accommodation for a qualified employee with a disability, unless such accommodation would cause an undue hardship on the County. The employee shall inform the County of the need for an accommodation as quickly as practicable upon becoming aware that a workplace barrier exists. The County may request clarification concerning the nature of the medical condition and the employee's limitations in order to identify an appropriate reasonable accommodation. The County

and the employee shall engage in an interactive process to determine an effective reasonable accommodation within as quick a timeframe as is practicable under the circumstances.

3. Employees seeking an extended medical leave of absence shall notify the Human Resources (HR) Department. The HR Department will then notify the Jail Administrator and County Manager.
4. Absent exigent circumstances, the employee shall submit written notification to the Jail Administrator and Human Resources Department at least thirty (30) days prior to their anticipated departure stating the probable duration of the leave. If this is not feasible, then the employee shall provide as much advance notice as possible. The County Manager will review written requests for extended medical leaves, and prior to making a determination, may require the employee to furnish written medical certification from an attending physician justifying the need for the leave and setting forth the anticipated duration, and any limiting conditions or restrictions under which work may be performed before and/or after the leave.
5. Prior to an employee being allowed to return to work from an extended medical leave of absence the County may send an employee to a physician or occupational health provider of its choosing for a Fitness For Duty physical exam.
6. Two weeks prior to the expiration of an approved leave, the employee may request a thirty (30) day extension, or an additional period of time, from the County Manager by making a written request to the Human Resources Department. The employee shall be required to furnish written medical certification for the need for the extended leave, and if known, anticipated return to work date.
7. Extended medical leaves of absence, including extensions and renewals, shall not exceed a total combined period in excess of twelve (12) months from the start of the leave, including FMLA. If the employee does not return to work, or is unable to return to work, at the end of the twelve (12) months of leave, the employee may be terminated.
8. Approved medical leaves of absence shall immediately be discontinued in the event an employee is approved for disability retirement benefits.
9. Failure on the part of the employee to return to work after the expiration of an approved leave is deemed an unauthorized absence from work and a voluntary resignation from County employment.
10. Accrued earned time shall be paid out to an employee on an approved medical leave of absence.

11. While out of work on an approved medical leave of absence, if an employee performs work for any other employer, or as a self-employed person, the leave may be cancelled.

C. Leave of Absence for Other than Illness or Injury

Employees covered by this agreement may be allowed a leave of absence for other than sick or disability purposes, without pay for a period not to exceed three (3) months. Leave granted pursuant to this section cannot be used in combination with unpaid sick leave referred to in Sections A and B of this Article.

D. Jury Duty

An employee shall be excused from work when required to respond to a summons for jury duty or to serve as a juror. The County will pay the employee the difference between their regular pay and juror's pay, pursuant to the following conditions:

1. Employees continue to be paid their regular weekly wages during the time they are fulfilling their obligations as a juror;
2. Employees provide the Jail Administrator and Human Resources Director with an official statement of their juror's pay as soon as possible.
3. If such juror's pay is less than the employee's regular pay for the period served as juror, the employee submits the entire amount of the juror's pay to the County.
4. If such juror's pay is equal to or greater than the employee's regular pay for the period served as juror, the employee refunds to the County that amount of the juror's pay which is equal to the amount paid to the employee by the County for the period served as juror.
5. If an employee fails to turn applicable jury duty pay over to the County, the County may deduct such pay from the employee's pay check.

E. Educational or Training Leave

Employees covered by this Agreement may be granted a leave of absence with full pay for enrollment in a special institute or course of study which will be beneficial to the employee and the Employer, with the approval of the County Manager. Such approval shall not be unreasonably denied.

F. County Elective Office

Once an employee is an official candidate for any elective County office, s/he shall be required to take an unpaid leave of absence until the completion of

the election. If the employee is elected to a County office, said employee shall immediately be considered as having resigned as an employee.

G. Military Leave – Active Duty

Military Leave and rights to re-employment after such leave are available to employees under the terms and conditions of applicable Federal and State law, as may be amended from time to time, including but not limited to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

The County Manager will grant any full time or part time employee military leave in accordance with applicable state and federal laws and the provisions of this section. Such military leave will be for employee attendance at any military training who is a member of any active, reserve or guard component of the U. S. Armed Forces. Employees serving their weekend and or two week training will not have their benefit time reduced.

Except as otherwise provided in this section, leave eligibility, reemployment rights and notice requirements for employees who are absent due to military training or service shall be in accordance with USSERA and all other applicable state and federal laws.

Employment rights for employees reporting back to work is as follows: For those who have been on active duty from 1 to 30 days, the limit for reporting is the next regular scheduled work period after the employee had time to travel safely and an eight hour rest period. For military service from 31 to 180 days, employees must notify the employer of their return no later than 14 days after being released from active duty. For military service of 181 days or more, employees must notify the employer of their return no later than 90 days after being released from active duty.

When, in instances of any such military training, the total pay received for such training shall equal or exceed that which would be earned by the employee in service to the County, such leave shall be without pay. When, in instances of any such military training, the total pay received for such training shall be less than that which would be earned by the employee in service to the County, the County Manager shall grant compensatory pay to the amount of the employee's regular County salary, subject to approval by the County Commissioners. In such instances, the employee shall furnish the Human Resources Office with an official statement by the supervising military authority specifying rank, pay, and allowance.

Employees who may be requesting military leave shall give advance notice and provide a copy of their orders to the Sheriff, or designee, Jail Administrator, and Human Resources Department as soon as they are received.

## H. Reserve Military Leave

Reserve military service leave and rights to re-employment after such leave is available to employees who are members of the military reserve or National Guard under the terms and conditions of applicable Federal and State law, as may be amended from time to time. Employees who are reservists or National Guard members must provide a copy of their annual drill schedule to the Jail Administrator and Human Resources Department as soon as it is published. For any period of reserve service up to two weeks in any calendar year, the County will compensate employees the difference between their gross regular weekly wages and their total military pay. Employees utilizing reserve service leave must furnish the Finance Department with an official statement of reserve service pay received.

## I. Light Duty

Employees absent due to illness or disability may be assigned to a light duty assignment for which the employee is qualified and able to perform, based on any medically documented work restrictions, provided such light duty work is available. If the employee is absent and receiving Workers Compensation, assignment to light duty shall be in accordance with the provisions of the Maine Workers Compensation Act regulations. In any event, light duty is considered to be a temporary assignment, generally not lasting more than two (2) months. Such duty may be extended when necessary. Employees shall not incur a reduction in their wage rate when assigned to light duty. Employees out of work and eligible for Workers' Compensation benefits as a result of work-related injury or illness shall be given priority with available light duty assignments over employees who are out of work as a result of non-work related injury or illness.

## ARTICLE 11 – EARNED TIME

### A. Definition of Earned Time:

Earned time leave is provided for the purpose of vacation, personal time, illness, medical and dental appointments, and emergencies.

Planned earned time is time off which is requested by the employee. Request for this leave privilege must be in writing on a request for time off slip at least 25 hours in advance of the leave. Based upon operational needs, the supervisor may or may not approve the leave request.

Unplanned earned time is time off requested by the employee with less than 24 hour notice. Request for this leave privilege will be monitored to ensure there is no misuse. Request for time off slip will be completed by the supervisor. Based

upon operational needs, the supervisor may or may not approve the leave request. Abuse of this leave may result in disciplinary action.

## B. Earned Time Leave Accrual

Employees must remain in pay status (receiving pay) to accrue Earned Time. The month in which employment begins or ends will be counted as a month of service if employment begins before the 16th or ends on or after the 15th day of the month.

Regular employees who are hired to work at least 30 hours but less than 40 hours per week accrue pro-rated Earned Time amounts, with the exception of those employees working a regular twelve (12)-hour shift schedule with alternating 36 and 48-hour work weeks. Accruals will be awarded in total January 1 and combined with unused earned time from the previous year. Less than 40 hour per week schedule will be pro-rated annually as needed. The employee will be credited with Earned Time accumulation from the date of employment. The calculation of advanced hours will include any increase to the employee accrual rate which occurs during the year for which the calculation is made. Employees who separate before the end of a year for whom hours have been advanced will have hours prorated to the date of separation. Earned time will accrue annually at the following rates for full time employees:

Years 1-4	160 hours per year
Years 5 – 9	200 hours per year
Years 10–19	240 hours per year
Years 20 +	280 hours per year

As of December 31 of each year, any amount of Earned Time over 2 times an employee's annual accrual shall be forfeited.

On a one-time basis, due to the COVID-19 pandemic, Jail staffing shortage, and the resulting difficulties employees have encountered in scheduling earned time off during calendar years 2020 and 2021, employees may roll over on December 31, 2021 to calendar year 2022 any amount of unused, accrued Earned Time in excess of 2 times the employee's annual accrual without forfeiture. This provision shall sunset on December 31, 2022.

## C. Notice

Earned time leave requests will be approved on the basis of seniority if more than one (1) employee requests earned time for the same time period. Earned time leave requests for forty (40) or more hours must be submitted in writing 15 days

prior to the first day of the requested period. Approval of any leave request is subject to the operational needs of the employer. Any request for earned time leave that is submitted with less notice time as required by this agreement must be approved by the Jail Administrator, or Designee.

The Director of Human Resources will be notified by the employee if the leave is due to an extended illness or injury which will cause the employee to be out of work for more than three consecutive days. Any employee who fails to report to work, and whose supervisor has not been notified, may be considered absent without leave, receive no pay for the time absent and be subject to disciplinary action or termination.

#### D. Maine Earned Time Leave

The County shall comply with the Maine Earned Time Leave [ETL] Law (26 MRS §637), which became effective January 1, 2021.

#### E. Payment of Unused Earned Time

After January 1, 2007, employees, upon separation in good standing, will be paid the unused portion of their Earned Time bank; as well as, their frozen sick leave bank to a maximum of 45 days. A "good standing" separation from employment requires a two-week (14 calendar days) notice from the employee to the County.

Accrued Earned Time shall be paid to employees who separate from service, or to beneficiaries or estates upon an employee's death.

Employees may choose to receive payment of accrued time up to a maximum of 80 hours annually. Payment will be made on the 1st Friday in June and on the 1st Friday in November. Request for payment must be in the finance office 2 weeks prior to the payment date. The Director of Finance will develop procedures for making requests for cashing out of Earned Time.

Effective January 1, 2007 sick leave time remaining on the books will be frozen and may be used only if an employee is out of work under The Family Medical Leave Act for the employee or immediate family. The Director of Human Resources may authorize the use of the frozen sick time to pay for that period of time. Once the historic sick leave is exhausted, Earned Time will be fully utilized.

Effective January 1, 2011, Sergeants sick leave time remaining on the books will be frozen and may be used only if an employee is out of work under The Family Medical Leave Act for the employee or immediate family. The Director of Human Resources may authorize the use of the frozen sick time to pay for that period of time. Once the historic sick leave is exhausted, Earned Time will be fully utilized.

F. Promotion from NCEU – Conversion of Accrued Leave

NCEU members promoted to the rank of Sergeant shall have their NCEU accrued, unused benefit time converted as follows:

1. Sick Leave – unused sick leave shall be “frozen” and available to employees for any future Family and Medical Leave [FMLA] needs. Upon separation of employment in “good standing”, employees will be paid out for frozen sick leave up to a maximum of 45 days at the current base hourly rate. A good standing separation requires a two-week/14 day advance notice, and the reason for separation is not due to a disciplinary discharge.
2. Vacation Leave – shall be converted to Earned Time on a 1:1 basis; hour for hour.
3. Holiday Leave – unused holidays shall carry-over and may be used in accordance with Art. 13, Holidays.
4. Personal Leave – may be converted on a 1:1 basis to Earned Time, or cashed out.

ARTICLE 12 - BEREAVEMENT LEAVE

A. Immediate Family

The Employer shall grant a leave of absence without loss of pay for a period of up to five (5) working days for the death of a child, stepchild, parent, step-parent, spouse or domestic partner and three (3) working days for a parents-in-law, sibling, step sibling, grandparent or grandchild.

An employee will not be permitted to use bereavement leave for a domestic partner unless the employee and the domestic partner have filed an Affidavit of Domestic Partnership with the County’s Human Resources Department prior to the request for leave under this section.

B. Other Family

The Employer shall grant a leave of absence without loss of pay for a period of up to two (2) days to attend the funeral of sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt or uncle.

C. Other Person

The Employer shall grant the time needed, up to one (1) day without loss of



pay, to attend the funeral of any other person with whom the employee enjoys a close personal relationship.

### ARTICLE 13 – HOLIDAYS

#### A. Number of Days

The following days shall be observed as holidays; New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. If a Sergeant or Lieutenant works on one of the holidays listed s/he shall be paid for the holiday and the number of hours actually worked. In addition, the Sergeant or Lieutenant shall be paid the regular rate for the hours worked on the holiday. All holidays will be banked for use at a later time, unless the Sergeant or Lieutenant opts to be paid for the holiday. If the Sergeant or Lieutenant wants to be paid for the holiday, such payment must be requested prior to the end of the pay period in which the holiday falls.

#### B. Working on a Holiday

Employees who are scheduled to work eight (8) hours per day shall be paid eight (8) hours for each holiday and employees who are scheduled to work ten (10) hours per day shall be paid ten (10) hours for each holiday. Employees who are scheduled to work twelve (12) hours per day shall be paid twelve (12) hours for each holiday. An employee may choose to be paid for the holiday in the week in which it occurs or bank the holiday time for later use.

#### C. Other Holidays

Additional holidays designated by the President of the United States, the Governor of Maine or the County Commissioners shall also be paid holidays. Any holidays repealed by the President of the United States and the Governor of Maine or the legislature shall no longer be a paid holiday.

#### D. Eligibility

To be eligible for holiday time, the employee must have worked his/her last scheduled workday prior to the holiday unless such employee is absent because of bereavement leave or presents a doctor's certification of the employee's inability to work on one or both of the days. An employee who is on authorized sick leave, approved Family and Medical Leave (FMLA), disability leave, or other authorized leave of absence with pay is eligible for holiday pay.

#### E. Holiday during Vacation

If a holiday is observed during an employee's vacation, the employee shall

not be charged with the use of a vacation day for the holiday.

F. Computation for Overtime

Holiday base pay (8 OR 10 OR 12 hours) shall be computed to as hours worked for the purposes of overtime work.

G. Accrual of Holidays

Employees may accumulate holidays, but may have no more than thirteen (13) holidays accumulated at the end of the year. Employees may use their holiday time or be paid for up to eighty (80) hours of accumulated time in a lump sum on the first Friday in November. Requests for such payment must be submitted by the employee using the Attendance on Demand (AOD) program, or by whatever means designated by the County, and received by the Finance Department two (2) weeks prior to the payout date.

H. Notice

Accrued holiday time shall be taken on the basis of seniority if more employees request the same leave period than can be accommodated by scheduling as long as requests are submitted in compliance with this section.

I. Donation of Holidays

Bargaining unit employees may donate accumulated holidays to other bargaining unit employees under the following conditions:

1. All Leave Exhausted

Employees receiving such donation shall have exhausted all paid leave.

2. Rate of Pay

The employee receiving the transfer shall receive his/her regular rate and the employee making the contribution shall have the day's pay deducted at his/her regular rate.

ARTICLE 14- WAGES, WORK WEEK, OVERTIME AND WORK DAY

A. Wages.

Employees shall be paid in accordance with Appendix A.

For the first year of the agreement beginning July 1, 2021 and ending June 30, 2022, the wage scale shall be increased by two and one-half percent (2.5%).

The wage scale for the period of July 1, 2022 and ending June 30, 2023 shall be increased by four percent (4.0%).

The wage scale for the period of July 1, 2023 and ending June 30, 2024, shall be increased by four and one-half percent (4.5%).

Retroactive pay shall be paid to those employees who are Teamster Supervisor Unit employees as of the date of ratification of this agreement.

**B. Shift Differential**

Employees who work the evening shift (1500-2300) shall be paid shift differential of \$.25 per hour and employees who work the night shift (2300-0700) shall be paid shift differential of \$.40 per hour.

**C. Overtime Pay**

Overtime shall be paid for all hours worked in excess of forty (40) hours in a seven (7) day work period.

**D. Overtime List**

Any overtime work for the unit will be offered first to unit employees who are qualified.

**E. Work Week**

1. Employees will be regularly scheduled to work 40 hours in a 7-day period. The work week is from Sunday at 7a.m. to the following Sunday at 6:59 a.m. Employees shall be permitted to continue the practice of "odd shifting" – changing work hours on a particular day with the prior approval of management in order to attend training and meetings.

2. The attached Appendix E [Lieutenants] and Appendix F [Sergeants], work schedule, shall remain in effect for a Trial Period of one year from the date of implementation, which shall be the start of the first pay week following thirty (30) days after ratification of this Agreement by the Union and County Commissioners.

The parties agree to meet as often as needed during this one year Trial Period to identify, discuss and attempt to resolve any unforeseen problems/issues that may arise with this new Trial work schedule. No later than thirty (30) days from the expiration date of the one year Trial Period, representatives of the parties shall meet to discuss and attempt to resolve any continuing issues with the schedules. At the expiration of the one year Trial Period, either party may opt out of this new schedule, or the parties may mutually agree to its continuance with any modifications for the duration of this Agreement. Any mutually agreed upon modifications shall be documented in a Memorandum of Understanding [MOU].

Shift hours as set forth in Appendix E [Lieutenants] and Appendix F [Sergeants], may be modified in up to one (1) hour increments at the discretion of employer. Whether a vacancy on a shift will be filled is at the sole discretion of the employer.

F. Inclement Weather

All members of the bargaining unit are essential employees. When the County Manager excuses non-essential County employees from duty because of inclement weather, all bargaining unit employees are expected to report to duty as essential employees. Employees who are on paid or unpaid leave will be charged the appropriate leave time.

Lts. and Sgts. positions will not be excused with pay and will not be given compensatory time off.

G. Rest Breaks

Rest breaks of fifteen (15) minutes maximum shall be granted once during the first half and once during the last half of the work shift when possible. No break will be granted during a period of emergency operation affecting the health, safety, and welfare of the County citizens.

H. Acting Lieutenants

a. The Employer may order the senior sergeant to be Acting Lieutenant selected from the qualified sergeants on the shift.

b. The Acting Lieutenant pay rate shall be \$2.00 per hour in addition to the employee's regular pay rate.

I. Overtime

Overtime shall be offered to qualified unit employees on a rotation basis by rank seniority, i.e. Lieutenants, will be offered Lieutenants overtime. If no Lieutenants accept the overtime will next be offered to the Sergeants. Sergeant's overtime shall be offered to Sergeants then to Lieutenants.

In the event that a unit member is offered a sergeant or correction officer shift assignment, the unit member will be paid at their current hourly pay rate in accordance with the bargaining agreement.

J. Overtime Time Cap and Premium Pay

1. Employees may voluntarily work a maximum of thirty-two (32) hours of overtime each pay week; total of seventy-two (72) hours.

2. Employees who work between fifty-six (56) through seventy-two (72) hours in a pay week are eligible for a premium differential of \$4.17 per hour for each hour worked from 56 to 72 hours. Note: Holiday time is not included as hours worked for eligibility for this premium differential.
3. Except where otherwise provided in this Agreement, overtime will only be paid for all hours worked over forty (40) in a seven (7) day pay week at one and one-half (1.5X) the employee's regular rate of pay.

K. Non-Unit Personnel

Non-unit personnel shall not be permitted to fill unit vacancies unless unit members are unavailable or there is an emergency.

L. Effective date of pay increases

All across the board pay increases, including cost of living adjustments will be effective on the first day of a pay week. Pay rate changes such as steps and pay grade changes will be effective on the first day of a pay week. Pay changes based on an anniversary or seniority date which falls from the first day of a pay week through Wednesday of that week will be effective as of the first day of that pay week and effective on the first day of the next pay period for anniversary or seniority dates that fall after Wednesday of that week.

M. Educational Stipends

Employees possessing a university or college degree in the field having a direct relationship to the work assignment with the County shall be paid as listed below. The Human Resources Director shall approve or disapprove work relationship of the degree. The decision is not subject to arbitration.

Associate degree	.25 cents per hour
Bachelor degree	.45 cents per hour
Master degree	.50 cents per hour

N. Intake Stipend

Effective with the ratification of this Agreement by the Union and County Commissioners, a stipend of \$1.00 per hour will be paid to one bargaining unit member assigned to be shift in-charge in intake.

O. Detail Requiring a Commission

Unit members who work hospital details where a commission is required shall receive a stipend of \$0.30 (30 cents) per hour for the hours worked on the detail, which includes covering shift breaks and rest periods.

## ARTICLE 15 - CALL-IN

A. Employees called back to work shall receive a minimum of four (4) hours pay at the appropriate rate of pay. This section applies only when a call back results in hours worked which are not annexed consecutively to one end or the other of the working day or working shift. This section does not apply to scheduled overtime, call-in time annexed to the beginning of the work shift or holdover times annexed to the end of the work shift or work day.

B. There will be no requirement for the employee to remain working beyond the time necessary to satisfactorily perform the assignment for which the employee was originally called.

## ARTICLE 16 - COURT APPEARANCE

Employees required to testify in Court as a witness for the State, and/or the Employer, will be paid at the appropriate rate of pay for a minimum of four (4) hours. This section applies only when the time required for the court appearance is not annexed consecutively to one end or the other of the working day or working shift.

1. Employees who are compensated by the County for attendance at court are required to turn over to the County any witness fees or other compensation received for such appearances.

2. Private litigation.

Any employee subpoenaed to appear in court as a witness in private litigation or as a party in private litigation unrelated to County employment will be given time off without pay for such attendance. Employees may use available Earned Time leave, or other available benefit time.

3. Notice requirement.

Employees required to report for possible jury duty or as witnesses shall inform the Jail Administrator and Human Resources Department as soon as possible of such notice to report and of any subsequent obligations.

Employees shall return to work promptly to work the remainder of their regular shift after such jury or witness duties are completed.

## ARTICLE 17 – MILEAGE

Should an employee be required to use his/her personal vehicle in the course of employment for the Employer, the Employer shall reimburse the employee at the standard rate as set by the Internal Revenue Service.

## ARTICLE 18 – UNIFORMS

Employees will be provided with uniforms in accordance with Appendix C.

## ARTICLE 19 – INSURANCE

### Worker's Compensation

The Employer shall provide the employees with Worker's Compensation insurance and leave benefits as required by Maine law. Any future amendments or modifications to the law or regulations will be automatically incorporated as part of this Agreement.

1. Employees who are on workers compensation may first use frozen sick leave & then earned time to make up the difference between their workers compensation benefits and their average weekly wage, as calculated for purposes of their workers compensation claim. Employees must submit a request to use frozen sick leave/ earned time for this purpose on the employee injury form.

### B. Maine Public Employees Retirement System

The Employer shall provide retirement coverage equivalent to that currently provided by the Maine Public Employees Retirement System (MainePERS), as long as the employee opts to participate in the plan. Effective January 1, 2019, employees who qualify for the plan will be moved to MainePERS Plan 2C-25 years/no age.

### C. Social Security

The Employer shall provide employees with social security coverage or its equivalent program.

### D. Group Life Insurance

At their own expenses, employees may participate in the MainePers or Maine Municipal Employees Health Trust (MMEHT) Group Life Insurance programs as long as they are available.

#### E. Deferred Compensation Plan

Employees choosing not to continue to participate in the MainePERS Plan shall match a contribution amount of up to five percent (5%) of their annual base wage deposited into a 457 deferred compensation retirement plan through companies with whom the Employer has contracted. Five percent (5%) shall be the maximum contribution provided by the Employer, but employees may contribute more as permitted by Law. Employees who are in the MainePERS Plan may participate in the 457 deferred income retirement plan, but the Employer will not provide any contribution to the 457 plan.

#### F. Roth IRA

A Roth IRA is a savings vehicle that can complement other County retirement plans by allowing tax-free earnings and, if needed, flexible withdrawals.

Employees may participate in any Roth IRA Plan offered by the County with 100% employee contributions through payroll deduction. There is no County matching contribution. The County may contract with any Roth IRA provider(s) of its choosing. Participation shall be governed in accordance with the Plan document.

#### G. Medical Insurance

##### 1. Coverage

The Employer shall provide a comprehensive group hospital, surgical, and major medical plan for all employees working at least thirty (30) hours per week, and regularly scheduled year round. The employee will be enrolled in the plan on the first of the month following date of hire.

##### 2. Premiums

The Employer shall contribute 100% towards the cost of the individual plan, 90% towards the cost of the employee with dependents plan and 80% towards the cost of the family plan; provided however that for new county employees hired after execution of this agreement the County shall contribute 95% towards the cost of the individual plan.

##### 3. Withdrawal from Coverage

Employees who voluntarily elect to withdraw from participation in the medical insurance program provided by the Employer may do so upon presentation of proof of other medical coverage at time of hire, or any time there is a qualifying event during the year. [Example: Spouse obtains medical coverage through their employer, or employee has medical insurance through a parent's plan up to the age of 26]. For continuing eligibility, presentation of proof of other



medical coverage must be provided to the Human Resources Department annually during the benefits open enrollment period which starts November 15, and no later than January 1.

Employees withdrawing from health insurance coverage will be compensated sixty percent (60%) of the savings of single premium coverage each pay period in which a premium for health insurance is not paid by the County for the employee.

#### 4. Dental Insurance

Employees will be permitted to enroll in a group dental insurance program provided by the Employer. The Employer will contribute fifty (50) percent of the individual premium.

#### 5. Vision Program

Employees shall be reimbursed up to fifty dollars (\$50) per year for the cost of an eye exam from a licensed practitioner or towards the cost of eyewear, upon presentation of a dated receipt for such service. The receipt must be dated and presented in the year of the reimbursement. This benefit may be used by the employee, spouse, domestic partner or dependent child or step child of the employee.

### H. Section 125

The employee may voluntarily participate in the Employer's Section 125 cafeteria benefits program. Employees electing to participate in the program will pay the cost of any administrative fees associated with their participation.

### I. Conditions during Absence

The Employer will continue to contribute its portion of the health insurance premium for any employee on Family Medical Leave Act (FMLA) leave for no more than twelve (12) weeks and for an employee out of work on Workers Compensation twelve (12) months from date of incapacitation. The employee may continue to participate in the group health insurance plan if s/he pays the full cost of the total monthly premium and provided that the cost of the premium is delivered to the Finance Director in the month that it is due and provided the insurance carrier allows such a person to continue as a member of the group. Failure to submit the premium payment to the Finance Director when it is due will result in the employee being dropped from the group plan.

## ARTICLE 20 – AMMUNITION

Employees who are commissioned deputies or who are required to carry a firearm as part of their duties will be provided with sufficient ammunition to carry out their duties. Employees will account to the Sheriff or designee for each shot fired.

## ARTICLE 21 – TRAINING

### A. Reimbursement

Employees will be reimbursed for the cost of tuition for college, university, or continuing education courses that are work related and approved in advance of taking the course by the Human Resources Director. Work related shall mean a course that is directly related to any actual job classification within County government. The rate of reimbursement shall be up to the tuition rate charged by the University of Southern Maine. The decision of the Human Resource Director is not subject to arbitration. Payment will be made by the Finance Department upon presentation of a receipt by the employee to the Human Resources Director of a transcript showing the grade for the course and a receipt or canceled check for the amount of tuition as follows:

Grade of A	100% reimbursement
Grade of B	90% reimbursement
Grade of C	80% reimbursement

## ARTICLE 22 – SENIORITY

### A. Definition

There are two types of seniority - County seniority (continuous time worked for the County) and classification seniority (time worked in classification).

### B. Use of Seniority

Classification Seniority shall be the governing factor in cases of shift assignments, days off, pay, and layoff/recall. County seniority shall be the governing factor in all other matters where length of service is applicable.

### C. Layoff

When a reduction in force is necessary, the least senior employee (s) in the affected classification will be laid off.

In lieu of layoff, the affected employee may displace the least senior in a lower classification within the bargaining unit.

D. Recall

Employees will be recalled by order of seniority to the classification from which they were laid off.

ARTICLE 23 - VACANCIES

Bargaining Unit Vacancies

1. Position Preference

Current Bargaining Unit employees shall have preference for all posted positions in the bargaining unit.

2. Posting

If the Employer has a bargaining unit position it intends to fill, it shall be posted in the department for ten (10) calendar days.

Task Assignments

Task Assignments shall be posted for ten (10) calendar days. Unit applicants will be interviewed and selections to the various assignments will be made by the Jail Administrator; not to be based solely on seniority.

3. Application for Vacancies

Employees qualified for the vacancy shall make application for the position. Applicants who are not minimally qualified will be screened out of the process by the Human Resources Office. Those who are qualified and those deemed not qualified will be notified accordingly.

Employees applying for promotion to the rank of Sergeant shall request a letter of recommendation from their shift supervisor(s). The shift supervisor(s) will collectively review each request. Employees shall submit the letter of recommendation for promotion with their application and current resume' to the Human Resources Department.

Employees applying for promotion to the rank of Sergeant must have a minimum of five (5) years working as a full-time Corrections Officer, Intake Officer, or any combination of those positions. The following minimum qualifications are also acceptable for promotion to the rank of Sergeant: A minimum of three (3) years working as a full-time Corrections Officer in any

assignment with either Military, Education, Master CO credential or specialized training CERT, or Method of Instruction experience or training.

4. Promotion Criteria – Lts. & Sgts.

Promotions shall consist of the following criteria:

- |   |           |
|---|-----------|
| a. Oral Board                                     | 30 points |
| b. Written test                                   | 25 points |
| c. Evaluation                                     | 15 points |
| d. Seniority                                      | 15 points |
| e. Work Records                                   | 10 points |
| f. Master Corrections or<br>Post Secondary Degree | 5 points  |

5. Examinations

Written exams will be given every twenty four (24) months unless the promotion list is exhausted within the twenty four (24) months period and a vacancy occurs. Applicants will be notified of the date of the written exam at least sixty (60) days prior to the exam and provided with a list of materials to study. The written exam will be a 100 question multiple choice exam which has been appropriately validated.

6. Oral Board

All qualified applicants shall appear before an Oral Board composed of five (5) members, two (2) shall be selected by the Union, two (2) selected by the Sheriff's Office administration and the fifth (5) is from Human Resources. Provided however, the member from Human Resources is not the County negotiator. The Board shall use a prepared list of questions which shall be asked of each candidate. The questions shall be drafted by the promotion board in order to fairly and uniformly test each candidate. The questions will be reviewed by the Human Resources Office in order to ascertain that all the questions are legal. The highest and the lowest score of the five (5) Board members shall be eliminated with the remaining three (3) scores added up for the total score. Employees will be ranked according to their total score.

7. Work Record Criteria

The Promotions Board shall score work records as follows:

a. Documents complimenting employees' work will be classified according to the Sheriff's Office Policy and awarded the following points:

- |    |   |          |
|----|---|----------|
| 1. | Commendatory memos<br>Officer of the Month<br>Unit Memos<br>Supervisor of the Quarter | 1 point  |
| 2. | Award of merit  | 2 points |
| 3. | Commendation<br>Unit Commendation<br>C/O of the Year'<br>Supervisor of the year       | 3 points |

b. Discipline in an employee's personnel file shall be treated for promotional purposes as follows:

- |   |                           |           |
|---|---------------------------|-----------|
| 1.  | Written warning           | -1 point  |
| Will not be considered after 3 years from date of warning     |                           |           |
| 2.  | Written reprimand         | -2 points |
| Will not be considered after 5 years from date of reprimand   |                           |           |
| 3.  | 1-5 day's suspension      | -4 points |
| Will not be considered after 7 years from date of suspension  |                           |           |
| 4.  | 6 or more days suspension | -8 points |
| Will not be considered after 10 years from date of suspension |                           |           |

8. Promotions List

The promotion list shall be valid for twenty four (24) months from the date it is established. Applicants will receive their score and ranking in writing, by making a written request to the Human Resources Director.

The names of the top six (6) highest ranked applicants on the list will be provided to the Sheriff for promotion. In the event there are less than six (6) applicants on the list, all of the applicants will be provided to the Sheriff. The Sheriff shall fill the promotion from one of those applicants. The applicants not selected for the promotion shall remain on the list in their order of rank.

For any further promotions occurring during the period the list is in effect, the names of the top six (6) highest ranked applicants on the list will be provided to the Sheriff for promotion. In the event there are less than six (6)

applicants on the list, all of the applicants will be provided to the Sheriff. The Sheriff shall fill the promotion from one of those applicants. The applicants not selected for the promotion shall remain on the list in their order of rank.

This process will be followed each time a new promotions list is established.

9. Tie Breakers

In the event of a tied score, the Sheriff shall select the person to be promoted.

B. Probation Period

1. Six Month Probation

Newly promoted employees shall have the ability to fulfill all job requirements of the position. Promoted/transferred employees shall serve a six (6) month calendar day probation period. If a promoted/transferred employee does not successfully complete this probationary period, the employee can return to his/her previous position in this bargaining unit if it is available. If the employee's previous position is not available, the employee can fill a vacant position in this bargaining unit for which he/she is qualified.

2. One Year Probation

An employee hired for a position in this unit who was not a County employee when selected for the position shall serve a probationary period of one year.

3. Three (3) - Month Trial Period – Promoted and Lateral Transfer

An employee who laterally transfers or is promoted to the position of Education Lt., Intake, Transport Sergeant, Community Corrections Center, or Food Service Manager shall have the right to return to his/her previous position in the bargaining unit within three (3) months from the first day worked in the new position.

ARTICLE 24 - PERSONNEL FILES

A. File Inspection

The employee shall have the right to inspect his/her personnel file. Inspection shall be during regular business hours and shall be conducted under the supervision of the Employer. Any employee shall be entitled to have a copy made of any item in the file at his/her own expense. An employee may have a

representative of the Union accompany him/her during such review.

B. Response to Material

No material will be placed in the personnel file unless the employee has been provided with a copy of such material except for regular business records of the Department. Within five (5) days of receipt of such material, the employee may file a written reply to any adverse material placed in his/her personnel file.

ARTICLE 25 - DISCHARGE OR SUSPENSION

A. Just Cause

The Employer shall not discipline, suspend or discharge any employee without just cause, with the exception of any employee who has not completed their probationary period. The Employer shall notify the employee in writing of his/her discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Stewards and a copy mailed to the Local Union Office within three (3) working days from the effective date of the discharge.

B. Notice of Appeal

A discharged or suspended employee must advise his/her Local Union in writing, within five (5) days after receiving notification of such action against him/her of his/her desire to appeal the action. Notice of appeal from discharge or suspension must be made to the Employer in writing within ten (10) days from the date of the discharge or suspension.

C. Severance

A discharged employee must be paid in full for all wages owed him/her by the Employer, including earned time and holiday pay, if any, on the next regular pay day.

D. Remedy For Wrongful Discharge

Should it be found that the employee has been wrongfully discharged or disciplined, s/he shall be made whole. This section does not prevent the parties at any step of the grievance procedure from agreeing to reduce the penalty without making the employee whole, nor does this section prevent the arbitrator from modifying a penalty that does not make the employee whole. Making the employee whole shall mean restoration of any lost wages, benefits, and seniority.

## ARTICLE 26 - WORK STOPPAGE

Employees within the bargaining unit, the Union, and its officers at all levels agree that they will not instigate, promote, sponsor, or engage in any work stoppage or slowdown during the course of this Agreement. In the event that Union members participate in such activities in violation of these provisions, the Union shall notify the members so engaged to cease and desist from such activities and instruct the members to return to their normal duties. The Employer agrees there will be no lockouts during the term of this Agreement.

## ARTICLE 27 - MANAGEMENT RIGHTS

The Union agrees that the Employer has all rights and authority to manage its operation and to direct its workforce, except those rights which are specifically abridged, modified or delegated by the provision of this Agreement. The Union further recognizes the right of the Employer to establish rules and regulations, so long as those rules and regulations are not inconsistent with the provisions of this Agreement.

## ARTICLE 28 - SAVINGS CLAUSE

If any provision of this Agreement shall be contrary to any law such invalidity shall not affect the remaining provisions.

## ARTICLE 29 - REPRODUCTION OF AGREEMENT

The Employer agrees to supply all unit employees with a copy of this Agreement within thirty (30) days of the signing date.

## ARTICLE 30 - EXTRA CONTRACT AGREEMENT

The Employer agrees not to enter into any agreement or contract with Unit employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void. However, the Union and the Employer may mutually agree to amend this Agreement. Such amendment shall be reduced to writing and signed by the parties.

## ARTICLE 31 - MAINTENANCE OF STANDARDS

During the term of this agreement, working conditions not specified in this agreement shall be maintained at a level not less favorable to employees as then existing on the day prior to the execution of the agreement. If there is any dispute as to this provision, the parties will meet within thirty (30) days of notice of the dispute to discuss the dispute.



## ARTICLE 32 - LIE DETECTOR TEST

The taking of a polygraph test will be by mutual agreement of the Employer and the employee. Once there has been such agreement, the results of the tests may be introduced in any hearing involving the employee.

## ARTICLE 33 - LABOR-MANAGEMENT COMMITTEE

### A. Purpose

A labor-management committee shall be formed for the purpose of increased communications, sharing information and resolving problems between the bargaining unit and management. The committee shall not engage in collective bargaining, grievance resolution or any altering of the terms of the collective bargaining agreement.

During the term of this Agreement, which expires June 30, 2021, the parties mutually agree to meet and negotiate bargaining unit position changes and Blue Team Program impacts.

### B. Make-Up and Procedure

The committee shall consist of two (2) representatives of labor and two (2) representatives of management. To the extent possible, the labor management committee shall consist of the same two (2) members from each side for the term of the agreement. The committee shall meet at the request of either side. The party requesting the meeting shall present an agenda for the meeting and the opposite party may add items to the agenda.


### C. Minutes


Minutes of the meeting shall be kept and distributed to members of the committee.

## ARTICLE 34 - DURATION

This Agreement shall be effective for the period of July 1, 2021 to June 30, 2024 and will continue in full force and effect until a successor contract is negotiated.

TEAMSTERS LOCAL UNION  
NO. 340

  
Brett Miller, President

  
Lorne Smith, Secretary-Treasurer

Dated: July 26/21

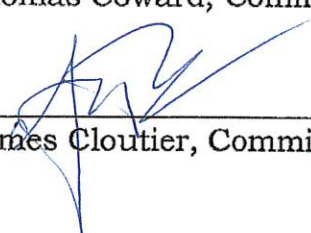
Teamster Bargaining Team

Lorne Smith, Teamsters Local 340  
Scott Jordan, Steward  
Donald Young, Steward  
Jason Wilmot, Steward


CUMBERLAND COUNTY  
COMMISSIONERS

  
Stephen Gorden, Chair

\_\_\_\_\_  
Thomas Coward, Commissioner

  
James Cloutier, Commissioner

\_\_\_\_\_  
Neil Jamieson, Commissioner

  
Susan Witonis, Commissioner

Dated: July 27, 2021

Cumberland County Bargaining Team

Don Brewer, HR Dir. /Chief Negotiator  
Naldo Gagnon, Chief Deputy  
Tim Kortess, Jail Administrator  
Amy Jennings, HR Specialist  
Dawn Pazmany  
Alyssa Theriault

**Teamster Supervisors**

**APPENDIX A**

<b>Lieutenant</b>			Start	After 1	After 3	After 5	After 10	After 15	After 20
	<i>current</i>		<u>\$30.80</u>	<u>\$30.80</u>	<u>\$31.41</u>	<u>\$32.08</u>	<u>\$33.40</u>	<u>\$35.08</u>	<u>\$35.78</u>
<u>2.5%</u>	<u>7/1/2021</u>		\$ 31.57	\$ 31.57	\$ 32.20	\$ 32.88	\$ 34.24	\$ 35.96	\$ 36.67
<u>4.0%</u>	<u>7/1/2022</u>		\$ 32.83	\$ 32.83	\$ 33.48	\$ 34.20	\$ 35.60	\$ 37.40	\$ 38.14
<u>4.5%</u>	<u>7/1/2023</u>		\$ 34.31	\$ 34.31	\$ 34.99	\$ 35.74	\$ 37.21	\$ 39.08	\$ 39.86
<u>5.25%</u>	<u>7/1/2024</u>		\$ 36.11	\$ 36.11	\$ 36.83	\$ 37.61	\$ 39.16	\$ 41.13	\$ 41.95
<b>Administrative Officer Food Service Manager</b>			Start	After 1	After 3	After 5	After 10	After 15	After 20
	<i>current</i>		<u>26.09</u>	<u>26.09</u>	<u>28.06</u>	<u>29.23</u>	<u>30.48</u>	<u>32.05</u>	<u>32.69</u>
<u>2.5%</u>	<u>7/1/2021</u>		\$ 26.74	\$ 26.74	\$ 28.76	\$ 29.96	\$ 31.24	\$ 32.85	\$ 33.51
<u>4.0%</u>	<u>7/1/2022</u>		\$ 27.81	\$ 27.81	\$ 29.91	\$ 31.16	\$ 32.49	\$ 34.17	\$ 34.85
<u>4.5%</u>	<u>7/1/2023</u>		\$ 29.06	\$ 29.06	\$ 31.26	\$ 32.56	\$ 33.95	\$ 35.70	\$ 36.42
<u>5.25%</u>	<u>7/1/2024</u>		\$ 30.59	\$ 30.59	\$ 32.90	\$ 34.27	\$ 35.74	\$ 37.58	\$ 38.33
<b>Sergeant</b>			Start	After 1	After 3	After 5	After 10	After 15	
	<i>current</i>		<u>\$26.64</u>	<u>\$26.64</u>	<u>\$27.03</u>	<u>\$27.44</u>	<u>\$28.47</u>	<u>\$29.78</u>	
<u>2.5%</u>	<u>7/1/2021</u>		\$ 27.31	\$ 27.31	\$ 27.71	\$ 28.13	\$ 29.18	\$ 30.52	
<u>4.0%</u>	<u>7/1/2022</u>		\$ 28.40	\$ 28.40	\$ 28.81	\$ 29.25	\$ 30.35	\$ 31.75	
<u>4.5%</u>	<u>7/1/2023</u>		\$ 29.68	\$ 29.68	\$ 30.11	\$ 30.57	\$ 31.71	\$ 33.17	
<u>5.25%</u>	<u>7/1/2024</u>		\$ 31.23	\$ 31.23	\$ 31.69	\$ 32.17	\$ 33.38	\$ 34.92	

**The Food Service Manager shall receive an additional "Hiring & Retention" stipend, as follows:**

Effective the first pay week following ratification of this Agreement - \$2.75 per hour

Effective the first pay week in July 2022 – reduces to \$2.00 per hour

Effective the first pay week in July 2023 – Reduces to \$1.10 per hour

Note: Stipends do not build upon the preceding year; applicable for all hours worked (including holiday base pay in accordance with Art. 13.F)

## **APPENDIX B**

### **UNIFORMS**

#### **A. Lieutenants/ Sergeants**

The following shall be provided to employees who are required to wear a uniform in the performance of their duties:

- 2 badges
- 1 pair collar brass
- 1 name tag
- 1 pair handcuffs and case
- 1 tie
- 1 tie clasp
- 2 long sleeved shirts
- 3 uniform pants
- 1 all-weather jacket with liner
- 2 short sleeved shirts
- 1 dickey
- 1 pair of approved footwear
- 1 dress down shirt – replaced annually
- 1 Class B uniform (1pair of pants, 1 long sleeved shirt, 1 short sleeve shirt)

#### **B. Food Service Manager**

The following shall be provided to the Food Service Manager as his uniform:

- 4 pair tan cargo pants
- 4 polo shirts
- 1 pair approved footwear
- 1 hat
- 1 all-weather jacket

#### **C. Administrative Officer**

The Administrative Officer is not uniformed position.

#### **D. Employees not wearing the required uniform are subject to discipline.**

#### **E. All uniforms will be replaced on an as needed basis unless the uniform is damaged through employee neglect.**

## APPENDIX C

### 2021 HOLIDAYS

	<b><u>Holiday (Actual)</u></b>	<b><u>Holiday (Observed)</u></b>
New Year's Day	Friday, January 1, 2021	Friday, January 1, 2021
Martin Luther King Day	Monday, January 18, 2021	Monday, January 18, 2021
Presidents' Day	Monday, February 15, 2021	Monday, February 15, 2021
Patriots' Day	Monday, April 19, 2021	Monday, April 19, 2021
Memorial Day	Monday, May 31, 2021	Monday, May 31, 2021
Juneteenth	Saturday, June 19, 2021	Friday, June 18, 2021
Independence Day	Sunday, July 4, 2021	Monday, July 5, 2021
Labor Day	Monday, September 6, 2021	Monday, September 6, 2021
Indigenous Peoples Day	Monday, October 11, 2021	Monday, October 11, 2021
Veterans' Day	Thursday, November 11, 2021	Thursday, November 11, 2021
Thanksgiving Day	Thursday, November 25, 2021	Thursday, November 25, 2021
Day after Thanksgiving	Friday, November 26, 2021	Friday, November 26, 2021
Christmas Day	Saturday, December 25, 2021	Friday, December 24, 2021
New Year's Day	Saturday, January 1, 2022	Friday, December 31, 2021

## 2022 HOLIDAYS

	<u>Holiday (Actual)</u>	<u>Holiday (Observed)</u>
New Year's Day	Saturday, January 1, 2022	Friday, December 31, 2021
Martin Luther King Day	Monday, January 17, 2022	Monday, January 17, 2022
Presidents' Day	Monday, February 21, 2022	Monday, February 21, 2022
Patriots' Day	Monday, April 18, 2022	Monday, April 18, 2022
Memorial Day	Monday, May 30, 2022	Monday, May 30, 2022
Juneteenth	Sunday, June 19, 2022	Monday, June 20, 2022
Independence Day	Monday, July 4, 2022	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022	Monday, September 5, 2022
Indigenous Peoples Day	Monday, October 10, 2022	Monday, October 10, 2022
Veterans' Day	Friday, November 11, 2022	Friday, November 11, 2022
Thanksgiving Day	Thursday, November 24, 2022	Thursday, November 24, 2022
Day after Thanksgiving	Friday, November 25, 2022	Friday, November 25, 2022
Christmas Day	Sunday, December 25, 2022	Monday, December 26, 2022
New Year's Day	Sunday, January 1, 2023	Monday, January 2, 2023

## 2023 HOLIDAYS

	<u>Holiday (Actual)</u>	<u>Holiday (Observed)</u>
New Year's Day	Sunday, January 1, 2023	Monday, January 2, 2023
Martin Luther King Day	Monday, January 16, 2023	Monday, January 16, 2023
Presidents' Day	Monday, February 20, 2023	Monday, February 20, 2023
Patriots' Day	Monday, April 17, 2023	Monday, April 17, 2023
Memorial Day	Monday, May 29, 2023	Monday, May 29, 2023
Juneteenth	Monday, June 19, 2023	Monday, June 19, 2023
Independence Day	Tuesday, July 4, 2023	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023	Monday, September 4, 2023
Indigenous Peoples Day	Monday, October 9, 2023	Monday, October 9, 2023
Veterans' Day	Saturday, November 11, 2023	Friday, November 10, 2023
Thanksgiving Day	Thursday, November 23, 2023	Thursday, November 23, 2023
Day after Thanksgiving	Friday, November 24, 2023	Friday, November 24, 2023
Christmas Day	Monday, December 25, 2023	Monday, December 26, 2023
New Year's Day	Monday, January 1, 2024	Monday, January 1, 2024

## 2024 HOLIDAYS

	<b><u>Holiday (Actual)</u></b>	<b><u>Holiday (Observed)</u></b>
New Year's Day	Monday, January 1, 2024	Monday, January 1, 2024
Martin Luther King Day	Monday, January 15, 2024	Monday, January 15, 2024
Presidents' Day	Monday, February 19, 2024	Monday, February 19, 2024
Patriots' Day	Monday, April 15, 2024	Monday, April 15, 2024
Memorial Day	Monday, May 27, 2024	Monday, May 29, 2024
Juneteenth	Wed., June 19, 2024	Wed., June 19, 2024
Independence Day	Thursday, July 4, 2024	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024	Monday, September 2, 2024
Indigenous Peoples Day	Monday, October 14, 2024	Monday, October 14, 2024
Veterans' Day	Monday, November 11, 2024	Monday, November 11, 2024
Thanksgiving Day	Thursday, November 28, 2024	Thursday, November 23, 2024
Day after Thanksgiving	Friday, November 29, 2024	Friday, November 29, 2024
Christmas Day	Wednesday, December 25, 2024	Wednesday, December 25, 2024
New Year's Day	Wednesday, January 1, 2025	Wednesday, January 1, 2025



# **APPENDIX E & F – LT, SGT. & INTAKE SCHEDULES - New**

## **Lieutenants**

	Sun	Mon	Tue	Wed	Thur	Fri	Sat
Lieutenant 1	Off	Off	Off	0600-1600	0500-1500	0500-1500	0500-1500
Lieutenant 2	0500-1500	0500-1500	0500-1500	0400-1400	Off	Off	Off
Lieutenant 3 **	Off	Off	Off	1600-0400	1600-0400	1600-0400	1600-0400
Lieutenant 4 **	1600-0400	1600-0400	1600-0400	Off	Off	Off	Off

	Sun	Mon	Tue	Wed	Thur	Fri	Sat
Intake Lieutenant	Off	0800-1600	0800-1600	0800-1600	0800-1600	0800-1600	Off
Education Lieutenant	Off	0800-1600	0800-1600	0800-1600	0800-1600	0800-1600	Off
IPS Lieutenant	Off	0800-1600	0800-1600	0800-1600	0800-1600	0800-1600	Off
Operations Lieutenant	Off	0800-1600	0800-1600	0800-1600	0800-1600	0800-1600	Off

## **Sergeants**

	Sun	Mon	Tue	Wed	Thur	Fri	Sat
Sergeant 1	0615-1430	0615-1430	0615-1430	0615-1430	0615-1430	Off	Off
Sergeant 2	0615-1430	0615-1430	Off	Off	0615-1430	0615-1430	0615-1430
Sergeant 3	Off	Off	0615-1430	0615-1430	0615-1430	0615-1430	0615-1430

	Sun	Mon	Tue	Wed	Thur	Fri	Sat
Sergeant 4	1415-2230	1415-2230	1415-2230	1415-2230	1415-2230	Off	Off
Sergeant 5	1415-2230	1415-2230	1415-2230	Off	Off	1415-2230	1415-2230
Sergeant 6	Off	Off	1415-2230	1415-2230	1415-2230	1415-2230	1415-2230

	Sun	Mon	Tue	Wed	Thur	Fri	Sat
Sergeant 7 **	Off	Off	Off	0900-2100	0900-2100	0900-2100	0900-2100
Sergeant 8 **	0900-2100	0900-2100	0900-2100	Off	Off	Off	Off

	Sun	Mon	Tue	Wed	Thur	Fri	Sat
Sergeant 9	2215-0630	2215-0630	2215-0630	2215-0630	2215-0630	Off	Off
Sergeant 10	2215-0630	2215-0630	Off	Off	2215-0630	2215-0630	2215-0630
Sergeant 11	Off	Off	2215-0630	2215-0630	2215-0630	2215-0630	2215-0630

## **Intake**

	Sun	Mon	Tue	Wed	Thur	Fri	Sat
Sergeant 12	Off	0615-1430	0615-1430	0615-1430	0615-1430	0615-1430	Off

	Sun	Mon	Tue	Wed	Thur	Fri	Sat
Sergeant 13	1415-2230	1415-2230	1415-2230	1415-2230	1415-2230	Off	Off

	Sun	Mon	Tue	Wed	Thur	Fri	Sat
Sergeant 14	2215-0630	2215-0630	2215-0630	2215-0630	Off	Off	2215-0630

	Sun	Mon	Tue	Wed	Thur	Fri	Sat
Sergeant 15	0615-1430	0630-1430	Off	Off	Off	1415-2230	0615-1430
							1415-2230

	Sun	Mon	Tue	Wed	Thur	Fri	Sat
Transport Sergeant	Off	0630-1430	0630-1430	0630-1430	0630-1430	0630-1430	Off

\*\* 12hr Shift

Paid weekly 36hrs/48hrs

OT after 40 on 36hr work week

Task Assignment Lt.'s alternate early coverage (0400-0500)

Task Assignment Lt.'s provide coverage from 1500-1600

### **SHIFT SWAPS – SIDE LETTER**

- Employees may swap within the same job classification once per week per employee;
- The total number of shift swaps will be limited to 2 swaps per week per shift;
- Employees must be qualified to work the post swapping to;
- No swapping of overtime shifts;
- No swapping that creates overtime;
- Swap must be completed within the same pay period;
- Requests for shift swaps must be submitted, in writing on an approved form signed by both parties to the swap, by Wednesday of the week prior to the week in which the shift swap is to occur and the request must be approved, in writing, prior to the shift swaps.
- Shift swaps shall remain in effect for the life of the current agreement or as mutually agreed to in a successor collective bargaining agreement.

### **MEDICAL INSURANCE REOPENER/ SIDE LETTER REGARDING WELLNESS PROGRAM**

The parties recognize the importance of health and wellness in the quality of employees' lives. The County has established a Wellness Promotion Program focusing on health awareness and prevention.

Employees may voluntarily participate in any Wellness Program offered by the County, in addition to being eligible for any applicable participation incentives.