

AGREEMENT

Between the

CUMBERLAND COUNTY COMMISSIONERS

And

TEAMSTERS LOCAL 340

LAW ENFORCEMENT

July 1, 2025-June 30, 2028

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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 full time and permanent part-time patrol deputies, marine patrol deputies, detectives, detective sergeants, patrol sergeants, patrol lieutenants, lieutenant-CID, and the community relations deputy, school resource deputies.

ARTICLE 2 - DEFINITIONS

A. Definitions

1. Permanent Part-time (sometimes referred to as regular part-time) Permanent part-time employees are employees who are placed on a regular part-time roster to be called in or scheduled to work when needed on a continuing established schedule and work at least one thousand forty (1040) hours per year. When an employee meets those criteria s/he shall become a member of the bargaining unit on the date of meeting such criteria and will, be eligible for all benefits of this Agreement prospectively for one (1) calendar year. After one (1) calendar year, the employee must again requalify as a permanent part-time employee based upon the January through December calendar year.

2. Standard Employees – Work shifts Monday to Friday and work eight (8) or ten (10) hours shifts. Standard employees are not regularly scheduled to work on holidays or weekends.

3. Non Standard Employees – Work shifts Sunday to Saturday and may be any time of the day. Non-standard employees work eight (8) or ten (10) hours per shift and are required to work holidays that fall during their regular work schedule, unless he/she has approved time off.

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 - Captain

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 - Sheriff

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 Sheriff. Within five (5) days of receipt of the grievance, the Sheriff or his/her designee shall meet with the grievant and/or his/her representative to discuss the grievance. Within ten (10) days of such meeting, the Sheriff or his designee 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 fails 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, including the services of the Maine State Board of Arbitration and Conciliation (BAC). If the parties are unable to mutually agree upon an impartial arbitrator within seven (7) days from the date of receipt of the demand for arbitration, the Union shall request the American Arbitration Association to submit a panel of seven (7) names of suggested arbitrators. 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 rendered within thirty (30) days of the close of the hearing and 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 American Arbitration Association, or Maine Board of Arbitration and Conciliation, as may apply.

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

3. 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.

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

5. 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.

6. 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 with the terms of the Agreement.

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

8. 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 be 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. Dues Deduction

The employer shall deduct Union weekly membership dues from those employees who individually authorize that such payroll deduction be made.

C. Failure to Maintain Membership

Any employee who fails to maintain membership as required in §A. of this article shall be discharged by the employer upon notification from the Union and corroborative proof of non-payment by the employee.

D. 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 to use one-half (1/2) the available space on the bulletin boards located in all substations and the Law Enforcement Center 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. Union notices may be posted electronically. The Union may use County email to communicate with the Bargaining Unit.

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, without discrimination, loss of seniority rights, or pay, 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 Shop Stewards and alternates. The authority of Shop Stewards and Alternates 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 (2) hours per week to the Union for the Stewards 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.

The employer will accommodate employees on the bargaining team to facilitate their participation in negotiations. Employee must make arrangements at least 72 hours in advance with the scheduling supervisor. In the event the scheduling supervisor cannot fill the opening, employee will have to work the shift.

ARTICLE 10 - LEAVES OF ABSENCE

A. Leave without Pay

Employees covered by this Agreement may be allowed a leave of absence without pay for a period not to exceed one (1) year. Such leave shall be only with the approval of the Sheriff and County Manager, and shall not be unreasonably denied.

B. Jury Duty

Employees shall not lose regular employment pay or benefits while serving on required 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 shall provide the Sheriff, or designee, and the Human Resources Director, with an official statement of their juror's pay, as soon as possible.
3. If 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, minus reimbursement for mileage, meals, lodging, as may apply.
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, minus reimbursement for mileage, meals, lodging, as may apply.
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 paycheck.

C. 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.

D. 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.

E. 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 granted for attendance at any military training by an employee who is a member of any active, reserve or guard component of the U. S. Armed Forces.

Except as otherwise provided in this section, leave eligibility, re-employment 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.

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

F. 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 Sheriff, or designee, and Human Resources Department as soon as it is published. For any period of reserve service up to two (2) weeks in any calendar year, the County will compensate employees the difference between their gross regular weekly wages and their total military pay. Employees shall be entitled to accrue sick and annual leave, and maintain all benefits of seniority during such leave for the purpose of military training. Employees utilizing reserve service leave must furnish the Finance Department with an official statement of reserve service pay received.

G. Light Duty

Employees absent due to worker compensation injury may be assigned to a light duty assignment for which the employee is qualified and able to perform, predicated on any medically documented work restrictions, provided such light duty work is available. Light duty assignments shall be

in accordance with the Maine Workers Compensation Act regulations. Employee will submit to Human Resources detailing their restrictions. Light duty assignments are considered to be temporary to transition the employee back to regular assignment. A light duty assignment generally will not last more than 2 months, but may be extended where necessary.

H. Workers Compensation

The Employer shall provide the employees with Workers 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.

An Employee who is absent because of an injury/illness determined to be work related by workers compensation and whose status is “inactive” may return to the position he/she held at the time of the injury or illness, with no loss of seniority, if the employee provides a doctor’s certification returning the employee to full duty within one year of the date of the injury or illness.

I. Maine Paid Family and Medical Leave

On May 1, 2026, or on the date the Maine Paid Family and Medical Leave law takes effect, whichever is later, all provisions of said law will be applied to bargaining unit employees and said provision will supersede any conflicting County personnel policy on family and medical leave. Costs associated with the 1% tax burden associated with this law shall be borne 50/50. Should Cumberland County select a private plan to administer a Paid Family Medical Leave, the tax burden will not exceed the State of Maine’s tax burden.

ARTICLE 11 -SICK LEAVE

A. Reason for Sick Leave

An employee may be granted sick leave in the following cases:

1. Personal illness or physical incapacity to such a degree as to render the employee unable to perform the duties for the assigned position.
2. Medical leave consisting of medical and dental appointments if they cannot be scheduled during non-working hours.

3. In accordance with Maine Family Care Act, as defined by 26 M.R.S.A. §636, employees may use up to 40 hours per calendar year if the employee is needed to care for a family member who is ill and a member of the employee's immediate family or domestic partner. An immediate family member means an employee's child, spouse, parent, or another family member under your legal guardianship. A child may be an adult child, and there is no requirement that the immediate family member actually reside with the employee. Grandparents, grandchildren, siblings, in-laws, and other more extended family members do not qualify.

4. Employees who are on workers compensation may use sick leave 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 sick leave for this purpose on the appropriate form, a copy of which is attached at Appendix B.

B. Partial Day Absences

Absences for a fraction of a day that are chargeable to sick leave shall be charged proportionately in an amount not less than one (1) hour.

C. Accrual

Sick leave shall accrue at the rate of ten (10) hours per month for each calendar month of service, accumulative to a maximum of one thousand two hundred (1200) hours. Prorated sick leave shall be granted to permanent part-time employees.

D. Reporting of Absence

An employee shall report sick leave absences to his/her on duty supervisor prior to the start of his/her regularly scheduled work day and in no instance later than two (2) hours before the start of his/her regularly scheduled work shift, unless extenuating circumstances exists that prevent such timely reporting.

E. Doctor's Certification

The Employer may request certification as to the use of sick leave. The medical provider's co-pay will be reimbursed by the employer. The Employer may require a second opinion from a doctor of its choice at its

own expense. If the second doctor's opinion differs from the first opinion, a third opinion shall be sought. The third doctor shall be selected from the doctors rendering the first and second opinions. The fee for the third opinion will be split evenly between the employee and Employer.

F. Pay-Out at Retirement

Upon retirement or separation in good standing, one-half (1/2) accumulated sick leave shall be paid to an employee subject to the maximum of four hundred fifty (450) hours. A good standing retirement or separation requires a two-week notice (14 calendar days) from the employee to the County. No accumulated sick leave payments shall be made to any employee who is discharged for disciplinary reasons.

G. Family Medical Leave

The employer may take whatever reasonable steps are needed to comply with the Family and Medical Leave Act of 1993. FMLA leave is governed by the requirements of federal and/or state FMLA laws.

An eligible employee may request FMLA leave, in accordance with applicable federal and/or state FMLA laws, for the care of an employee's child (birth or placement for adoption or foster care); for the care of the employee's immediate family who has a serious health condition; or for the employee's own serious health condition that makes the employee unable to perform the essential functions of the employee's job.

An employee is required to use available accrued benefit time including sick leave, vacation, personal days and accrued holidays while an employee is on Family Medical Leave in unpaid status, or on an extended medical leave of absence in accordance with section H, below. There is no limit of the use of sick leave hours while an employee is on FMLA.

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 accrued and available benefit time, but is not required to do so.

H. Extended Medical Leaves of Absence without Pay for Injury or Illness

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 laws, including but not limited to, the Family Medical Leave Act (FMLA) and the Americans with Disabilities Act (the “ADA”).
2. Pursuant to the Americans with Disabilities Act (ADA) and other applicable Maine law, the County may provide a reasonable accommodation(s) for a qualified employee with a disability, unless such accommodation(s) 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 any appropriate reasonable accommodations. The County and the employee shall engage in an interactive process to determine any reasonable accommodations 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 Sheriff, or designee, and County Manager.
4. The employee shall submit written notification to the Sheriff, or designee, Human Resources Department, and County Manager 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 certifying 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 sick and vacation leave, personal days and holidays 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.

I. Death Benefit

The Employer shall pay an employee's estate 100% of unused sick leave at the current rate of pay, in the event of the employee's death in the line of duty.

J. Donation of Sick leave

Employees may donate up to forty (40) hours per calendar year of accumulated sick leave to other bargaining unit employees who are on FMLA and who have exhausted all accumulated benefit leave. Donation of leave must have prior approval by the County Manager.

ARTICLE 12 - BEREAVEMENT LEAVE

A.

A leave of absence without loss of regular pay is available to employees for the loss family and close friends: up to five (5) working days are available following the death of an employee's spouse, child or stepchild, brother, sister, parent, stepparent r verified domestic partner; up to three (3) working days for the death of an employee's grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law r daughter-in-law; up to two (2) working days for the death of the employee's aunt or uncle; and up to one (1) working day for the death of any other person with who the employee enjoyed a close personal relationship. Any such leave shall include the day of the funeral and/or he celebration of life.

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 (Appendix E) with the County's Human Resources Department prior to the request for leave under this section.

B.

ARTICLE 13 - HOLIDAYS AND PERSONAL DAYS

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.

B. Observed and Actual Holidays

Employees, who are assigned to work a standard work week, receive holiday time for the day on which the County observes the holiday. Employees who are assigned to work a non-standard week receive holiday

time for the actual day of the holiday. The clarification of positions as standard or non-standard work week positions is attached at Appendix C.

C. Other Holidays

Additional holidays designated by the President of the United States and the Governor 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 Congress or 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 work day prior to the holiday and his/her first regular work day after the holiday unless such employee is absent because of bereavement leave pursuant to Article 12 or presents a doctor's certification of the employee's inability to work on one or both of the days.

E. Holiday during Vacation

If a holiday is observed during an employee's vacation, the employee shall be given a compensatory day off for the holiday.

F. Personal Days

Employees shall be entitled to twenty (20) hours of personal time per year, provided, however, any new employee who commences employment on or after July 1 in any calendar year shall be entitled to ten (10) hours of personal time during the remainder of the calendar year.

Personal time shall be taken on the basis of seniority if more employees request the same leave period than can be accommodated by scheduling.

Employees may carry over a maximum of ten (10) hours of unused personal time from the previous year calendar year. Employees may have a maximum of thirty (30) hours of unused personal time available at any time during the calendar year.

G. Holiday Pay

1. The holiday period for pay purposes is designated as starting at 6:30 a.m. on the day of the actual or observed holiday, and ending at 6:29 a.m. on the day after the actual or observed holiday.
2. In addition to holiday pay, all work performed on a holiday will be paid at time and one-half (1 1/2); provided however that all work performed on July 4th, Thanksgiving and Christmas (Dec. 25) will be paid at double time. Holidays and personal days shall be computed as time worked for purposes of computing overtime. Holidays are accrued at ten (10) hours.
3. Whenever Independence Day (July 4) and Christmas Day (Dec. 25) holidays fall on a weekend (Sat. or Sun.), and the observance is on a Mon. or Fri., all work performed on the actual date of the holiday (July 4 or Dec. 25) is when double time will be paid, and not on the observed day for standard employees in Appendix C.

H. Use of Accrued Holidays

Employees may be paid for a holiday in the week in which it occurs by submitting a written request (email) to the Finance Department, or by other administrative procedure being used for that purpose. 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.

Employees may accumulate holidays, but may have not more than thirteen (13) holidays accumulated at the end of the year.

Employees may use their holidays as provided in this article, or may be paid for ("cash out") up to a maximum of one hundred twenty (120) hours of any combination of unused, accrued vacation and/or holiday time on an annual basis, defined as January thru December. "Cash-out" requests will be processed two times annually (1st week in June and/or 1st week in November) by requesting such "cash out" payment in writing (email) to the Finance Department, or by other procedure being utilized by the Finance Department for this purpose. Lump sum payment will be by separate direct deposit advice on the first (1st) pay week in June or November. Written requests (emails) must be received by the Finance Department no later than two (2) weeks prior to the 1st payroll week in June and/or 1st payroll week in November.

I. Supervisory Replacement

On New Year's Day, Memorial Day, Independence Day, Labor Day, and any other day on which the Sheriff determines a public safety necessity, supervisor vacancies will be filled only by supervisors.

ARTICLE 14 - VACATIONS

A. Effective the first pay week following ratification of this Agreement, employees shall earn vacation as follows

1. Start to one (1) continuous year	40 hours
2. After one (1) continuous year	80 hours
3. After three (3) continuous years	100 hours
4. After five (5) continuous years	120 hours
5. After eight (8) continuous years	140 hours
6. After ten (10) continuous years	160 hours
7. After twelve (12) continuous years	180 hours
8. After fifteen (15) continuous years	200 hours

B. Lateral Hires ("Blue Pins")

Effective the first pay week following ratification of this Agreement, the following vacation accrual placement incentive is applicable to future "Blue Pins" laterally hired at the CCSO, and current "Blue Pins" hired retroactive to August 2005. [Refer to Appendix J for the names of six (6) additional "Blue Pins" hired retroactive to August 2005 through the date of ratification of this Agreement, and their credited vacation accrual. These six (6) names are added to the four (4) names added in the 2023-2025 CBA.]

New employees, hired at the CCSO who are certified law enforcement officers in the State of Maine at the time of hire (either an academy graduate or received a waiver from the academy), commonly referred to as "Blue Pins", shall earn the amount of vacation recognizing their prior years of documented full-time service in one or more outside law

enforcement agencies up to a maximum of fifteen (15) continuous years of service; 200 hours.

New employees who are certified “Blue Pins” and receive lateral service credit up to a maximum of 15-years as determined by the Sheriff, or designee and Human Resources Director, will receive a maximum of 80 hours of “front loaded” vacation accrual (see Article 14.A). The employee who has service credit more than 3-years will accrue any additional vacation time over the 12-month time-frame. Upon 1-year Anniversary date the employee will accrue vacation time monthly (see Article 14.C).

A “Blue Pin” hired and initially placed on the vacation accrual scale that coincides with their full-time years of continuous service, as detailed above, shall move on the vacation accrual scale calculating both credited full-time years of continuous service plus service time with the CCSO, using the employees’ anniversary date of hire.

Lateral service credit and initial placement on the vacation accrual (and wage) scale shall be determined by the Sheriff (or Designee), and Human Resources Director upon a review of documented, continuous prior service time.

C. Accrual

Vacation shall accrue on a monthly basis. The basis for accruing vacation shall be the employees' anniversary date. Vacations will be granted in advance for eventuating circumstances.

D. Permanent Part-Time Accrual

Permanent part-time employees shall accrue vacation pro-rated to the total number of hours worked during the calendar year.

E. Preference

Vacation time shall be taken on the basis of seniority if more employees request vacation at the same time than would be approved by the supervisor.

F. Carry-Over

Vacation may be carried into the next year not to exceed Two (2) times the employee's annual accrual in a year.

G. Payment for Vacation Time

Employees may be paid for ("cash out") up to a maximum of one hundred sixty (160) hours of any combination of unused, accrued vacation and/or holiday time on an annual basis, defined as January thru December. "Cash-out" requests will be processed two times annually (1st week in June and/or 1st week in November) by requesting payment in writing (email) to the Finance Department, or by other procedure being utilized by the Finance Department for this purpose. Lump sum payment will be by separate direct deposit advice on the first (1st) pay week in June or November. Written requests (emails) must be received by the Finance Department no later than two (2) weeks prior to the 1st payroll week in June and/or 1st payroll week in November.

In order to cash out unused vacation time the employee shall have previously used a minimum of 40 hours of vacation time during that calendar year.

H. Request for Time Off

Vacation requests shall be answered within ten (10) business days from date of submission. Employees may not submit a request for time off more than twelve (12) weeks in advance of the requested time off.

I. Maine Earned Time Leave

The County shall comply with the Maine Earned Time Leave Law [ETL], Title 26, M.R.S. §637, which became effective January 1, 2021.

ARTICLE 15 - SUPERVISORY PERSONNEL

No non-unit supervisor shall fill a vacant shift.

ARTICLE 16- WAGES, WORK WEEK AND WORK DAY

A. Wages

Wages shall be paid in accordance with Appendix A – Wage Scale.

The existing wage scale will be increased by 9% retroactive to the first pay week in July, 2025; the existing wage scale will be increased by 5% effective the first pay week in July, 2026; the existing wage scale will be increased by 2.0% effective the first pay week in January 2027; the existing wage will be increased by 5% effective the first pay week in July 2027.

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

B. 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.

C. Work Week

1. The work week shall be four (4) ten (10) hour days for patrol deputies, patrol sergeants, detective sergeants, detectives, patrol lieutenants, CID lieutenant and the community policing deputy. The work week for all other positions including summer island patrol contracts shall be five (5) eight (8) hours days.
2. General revenue deputies shall work (4) four, (10) hour shifts with fixed days, nights or late outs. Work schedules shall be Monday, Tuesday, Wednesday, and Sunday; or Wednesday, Thursday, Friday, and Saturday. Wednesdays are designated as scheduled training days.

- a. Patrol Shifts will be: 0630-1630; 1100-2100; 1600-0200 and 2100-0700.
 - b. The payroll work-week is defined as Sunday 0630 thru Sunday 0629.
3. The two marine patrol deputies in the Town of Harpswell shall be assigned to work one of the following four (4), 10 hour schedules:
 - a. Monday, Tuesday, Wednesday and Sunday, with one of the two low tides each day, or;
 - b. Wednesday, Thursday, Friday and Saturday, with one of the two low tides each day
4. Marine Patrol Deputies may be able to adjust/change their workday and/or hours for activities that are required by the Town and State. For example: boat use days, water quality sampling, cove surveying, conservation days, marine resource functions and enforcement activities approved by the Patrol Captain or designee.
5. All scheduling changes will be authorized by the Patrol Captain or designee.

The two marine patrol deputies shall accrue benefit time in ten (10) hour increments.

6. If a court appearance is scheduled for a detective on his/her day off, it shall be the obligation of each detective to alter his/her schedule to cover that court appearance. The detective must notify his/her supervisor of the change in days off and must work the day of the scheduled court appearance.
7. Management may convert an employee who works 4-10 hour days, to 5-8 hour days when the employee is attending an approved training class that is 40 hours or more. The employee will have the first refusal to work his/her scheduled work day when OT replacement is required, provided that it falls within the same pay-period. An employee who attends training less than 40 hours may elect, with supervisory approval, to work a training day/hours in lieu of a scheduled workday/hours as long as it's within the same pay period. If the employee's workday cannot be filled then the responsible employee would be obligated to work his/her shift. The Sheriff, Chief, or Captain can take administration action and deviate from the above in an emergency situation.

D. Changes in Schedule

1. All permanent changes in the work schedule will be posted and all employees affected by such permanent change will be notified in writing at least ten (10) calendar days before the effective day of the permanent change in schedule.

2. Employees who bid for new shift assignments will be moved into the new assignment within 90-calendar days from when they are awarded the shift bid.

3. An employee providing temporary coverage for an employee who is out of work for a minimum of two (2) weeks who works a four (4), ten (10) hour day schedule, may have their work schedule changed to five (5) eight (8) hour days.

E. Meal Allowance

When an employee is ordered, as opposed to volunteers, to work fifteen (15) hours or more consecutively, the County shall reimburse the employee up to \$15.00 for a meal upon presentation of a receipt for such meal.

F. Overtime Rate

Employees will be paid time and one-half (1 1/2) after forty (40) hours of work in each seven (7) day workweek. Holidays shall be computed as time worked for the purpose of computing overtime.

G. Overtime Procedure

Full-time employees have first refusal for overtime hours on a rotation basis for all shifts of forty (40) consecutive hours or less.

1. Vacant shifts shall be filled at eight (8) or ten (10) hours, as applicable.
2. Employees will first be offered the vacant shift(s) at eight (8) or ten (10) hours based on the seniority rotation list.
3. In the event the vacant shift(s) is not filled at eight (8) or ten (10) hours, after exhausting the seniority rotation list from step 2

above, management may fill the vacant shift(s) for less than eight (8) or ten (10) hours at their discretion.

4. If the vacant shift(s) remains unfilled after steps 2 and 3 above, the vacant shift shall be filled at eight (8) or ten (10) hours in reverse order of seniority.

H. Mandatory Overtime Procedures

If vacant shifts are not filled pursuant to Subsection G, the Employer can require Employees to fill shifts. If the Employer requires Employees to fill shifts, said shifts will be filled on a rotation basis in reverse order of seniority with the least senior employee assigned to the first open shift.

1. The rotation list will be reset annually on January 1.
2. An order out will be for one (1) hour or more.
3. If an employee submits a request for forty (40) hours of benefit time off (consecutive, or in conjunction with regular days off) at least three (3) weeks in advance, another employee(s) can be ordered out to fill the vacancies, if needed.
4. If an employee submits a request for forty (40) hours of benefit time off less than three (3) weeks in advance, the employee will be denied, other employees will not be ordered out to work if the shifts cannot be filled.
5. If an employee is called out for their specialty assignment(s), I.e., Dive Team, ESU, Accident Reconstruction, K-9, Honor Guard, Detective, DRE, UAV Operator, SRD, Field Training Officer, etc., this shall not be considered an order out.
6. If a Deputy is assigned to MDEA he/she cannot be ordered out.
7. If an employee is ordered out, he/she may attempt to fill the shift themselves with a replacement with notification to their supervisor with the name of the person filling the shift. If another employee volunteers to take the shift, neither employee will be considered "ordered out."

8. If an employee has already taken an outside detail, he/she cannot be ordered off the detail, except for emergency situations.

I. Limits on Overtime

Employees must have a 10 hour break after working a double shift before working again.

J. Canine Handlers

1. Canine handlers will be paid an hourly stipend in the amount specified in Appendix A (Wage Scales) added to their base hourly rate of pay for the handling, feeding, walking, grooming, veterinary appointments/care, and regular care and maintenance of their canine.

2. This schedule shall be maintained by the Sheriff's Office for each agency appointed canine handler as long as the deputy continues working as a full-time Canine Deputy or until another schedule has been agreed to between the parties. Provided however, employees who are assigned as new canine handlers after January 1, 2014, once assigned, the assignment shall be for the life of the canine. The agency will determine the number of canine handlers per shift and days off.

K. Bid Differential

Employees who hold a bid position that begins at or after 4:00 P.M. will be paid a bid differential of forty cents (\$.40) per hour added to their base rate and employees who hold a bid position that begins at or after 9:00 P.M. will be paid a bid differential of sixty-five cents (\$.65) per hour added to their base pay. This bid differential will be paid on all hours worked and remain a constant part of the base pay as long as the employee holds that bid position. Marine patrol deputies and patrol deputies who work split shifts will be paid at a blended rate of pay.

When management declares an emergency situation exists and a redeployment of employees is needed, employees who voluntarily request the reassignment and waive the 2 week reassignment notice will receive the bid differential as outlined above.

L. Placement on Wage Scale – "Blue Pins"

Effective the first pay week following ratification of this Agreement, the following initial wage scale placement incentive is applicable to future “Blue Pins” laterally hired at the CCSO, and current “Blue Pins” hired retroactive to May 2019. [Refer to Appendix J for the names of four (4) “Blue Pins” hired retroactive to May 2019 through the date of ratification of this Agreement, and their credited vacation accrual and wage scale placement.]

New employees hired at the CCSO who are certified law enforcement officers in the State of Maine at the time of hire (either an academy graduate or received a waiver from the academy), commonly referred to as “Blue Pins”, may be initially placed on the wage scale recognizing prior years of documented, continuous full-time service in one or more outside law enforcement agencies up to a maximum of fifteen (15) years of service.

A “Blue Pin” hired and initially placed on the wage-scale that coincides with their full-time years of continuous service, as detailed above, shall move on the wage scale calculating both credited full-time years of continuous service plus service time with CCSO, using the employees’ anniversary date of hire.

Lateral service credit and initial placement on the wage (and vacation accrual) scale shall be determined by the Sheriff (or Designee), and Human Resources Director upon a review of documented prior service time.

New hires who are certified law enforcement officers in the State of Maine at the time of hire (either an academy graduate or received a waiver from the academy) may be placed on the wage scale up to Step .4

M. Administrative Leave

Employees, who are subject to an investigation by the Maine Department of the Attorney General as a result of an on duty use of deadly force, will be placed on administrative leave and will be paid the average weekly wage until the findings are issued. The average weekly wage will be calculated using the employees six month earnings immediately prior to being placed on leave.

When an employee is placed on administrative leave for any reason other than above, the employee shall be paid the difference between the base rate and the average weekly wage upon return. The average weekly

wage will be calculated using the employees six month earnings immediately prior to being placed on leave. Differential shall be included.

N. Officer in Charge [OIC]

In the absence of a supervisor a unit member will be assigned OIC and shall perform the full range of responsibilities and command authority of a supervisor and shall be paid an additional \$3.50/hr.

O. Specialty Assignments

Effective the first pay week following ratification of this Agreement [with the exception of CID and Canine Deputies], deputies authorized/assigned by the Sheriff who are “actively performing” one or more specialty assignments identified and described in Article 24, Seniority, Section G, shall receive an additional \$0.38 per hour added to their base hourly rate. The stipend does not apply to deputies who may be certified in a specialty, have served in the past, but are not currently assigned by the Sheriff (or Designee) and actively performing a specialty.

P. School Resource Deputy [SRD]

1. Effective the first pay week in July 2023, in addition to the \$0.38 per hour specialty assignment stipend described in Section 16.O, above, SRDs shall receive an additional stipend of \$1.00 per hour when assigned or designated by the CCSO as the Department School Resource Deputy for contracted SRD law enforcement services.
2. The SRD stipend shall apply 365 days/year when school is in active session, and during periods of school closure, including but not limited to, snow days, weekends, school vacation/break weeks, holidays, emergency/unforeseen closures, and during the summer months when school is not in session. [SRD stipend shown is shown in Appendix A]
3. School Resource Deputies shall the have the first refusal on all details related to the school for which they are assigned.

Q. Educational Stipends:

Employees possessing an accredited university or college degree shall be paid as listed below:

- Associates Degree: .25/hour
- Military (4-years Active Duty-Honorable Discharge): .25/hour

- Bachelor's Degree: .45/hour
- Master's Degree: .50/hour

ARTICLE 17 - CALL-IN

A. Call In

Employees called back to work shall receive a minimum of three (3) 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 and working shift. This section does not apply to scheduled overtime.

B. Seven (7) -Day Detective On-Call Coverage

The Detective Lieutenant, Detective Sergeant and the Detectives assigned to CID, with the exception of the Detective assigned to MDEA, and Detective assigned to domestic violence investigations, shall participate in providing seven day on-call coverage, and receive an additional \$1.40 per hour differential added to their base hourly rate of pay for all hours worked.

2. The Det. Lt., Det. Sgt. and the Detectives (excluding Detective assigned to MDEA, and Detective assigned to domestic violence investigations), will be on-call and available during the hours the Detective Bureau is not in operation, seven days per week.
3. The designated on-call Det. Lt., Det. Sgt., Detective will be required to answer a call within thirty (30) minutes of being called and report to the scene within ninety (90) minutes of the call, unless excused.
4. The on-call Det. Lt., Det. Sgt., Detective shall have personal use of the County car while on call, however, may not use CID vehicle for patrol or traffic enforcement details.
5. The on-call schedule will be created and managed by the Det. Lt. and Det. Sgt.
6. Whenever an on-call opening results from illness/sick call out, vacation, mandated/approved training, FMLA, Workers' Comp, extended medical leave of absence, or any other scheduling that creates a conflict with the on-call schedule, the respective Detective who is on-call and has a scheduling conflict is responsible for notifying the Det. Lt. and/or Det. Sgt. as soon as is practicable, In the event it involves the Det. Lt., they will notify the CID Captain.

7. Scheduling conflicts shall be resolved through voluntary swaps with other Detectives (to include the Det. Lt., and the Det. Sgt.). In the event there are no volunteers, the on-call shift(s) shall be filled on a rotation basis starting with inverse seniority, with the least senior Detective (to include the Det. Lt., and the Det. Sgt.) being assigned to the on-call opening(s).
8. If a holiday falls within the on-call period, the Det. Lt., Det. Sgt., and Detective on-call banks the holiday; and,
9. On-call Det. Lt., Det. Sgt., and Detectives retain the ability to work overtime shifts.
10. CID Detectives, Det. Lt., and Det. Sgt. participating in the seven day on-call coverage pool who are out of work due to FMLA Leave, Workers' Comp Leave, Military Leave, extended medical leave as provided by the ADA, ADAAA, and any other applicable federal and/or state leave laws that may apply, are ineligible to receive the \$1.40 per hour on-call stipend, as outlined in section B.1 above, while they remain out of work, until such time as they are cleared to return to work and are reinstated to the seven day on-call coverage pool.

ARTICLE 18 - COURT APPEARANCE

Employees required to testify in Court as a witness for the State, the Employer, and/or as a result of acting in the capacity of a law enforcement officer, 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. If the State eliminates the payment of Court fees, the Employer shall assume such payment at the rate being paid at the time the State eliminates such fee. Any fees paid to the employees while also being paid by the Employer, shall be turned over to the Employer.

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 allowed time off without pay for such attendance. Employees may use available vacation, personal, and holiday time, to the extent available.

ARTICLE 19 - 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 20 - UNIFORMS

A. The initial issue of uniforms shall be as follows:

2	long sleeve BDU shirts	Canine& Marine Patrol only
2	short sleeve BDU shirts	Canine & Marine Patrol only
2	BDU pant	Canine & Marine Patrol only
1	summer uniform shirt	Canine & Marine Patrol only
1	winter uniform shirt	Canine& Marine Patrol only
1	uniform pant	Canine& Marine Patrol only
1	cell phone (effective 7/1/24)	

All other deputies:

3	summer uniform shirts	
3	winter uniform shirts	
3	uniform pants	
1	all-weather jacket (zip-out lining)	
1	summer campaign style hat	
2	uniform badges	
2	pair collar brass	
1	hat insignia	
2	name tags	
1	rain hat cover	
1	duty belt	
1	holster	
3	magazines	
1	double magazine holder	
1	baton and holder	
2	pair handcuffs and case	
1	firearm	
50	rounds of service ammunition in a box	
2	ties	
1	tie tack	
4	belt keepers	
1	pair uniform boots or uniform shoes	
2	turtlenecks	
1	undercover raid jacket (detectives only)	
1	cell phone (effective 7/1/24)	

B. Replacement

All uniform items will be replaced on an as needed basis unless the uniform is damaged through employee neglect in which case the employee

will be responsible for providing the replacement. Uniform items may be repaired, altered, or refurbished, if possible, at the Employer's expense. Replacement items needed due to sizing needs will be at the employee's own expense. No more than one (1) pair of boots or shoes will be replaced in any one (1) calendar year. Boots may be repaired, resoled, or refurbished, if possible, at the Employer's expense. In order for an employee to receive a new uniform item, the old items must be turned in and exchanged for the new item.

C. Detectives

Annually, the detectives shall receive a \$800.00 clothing allowance, on a fiscal year basis defined as July 1 to June 30. The Employer shall issue a check for the actual cost of proper work attire up to the maximum amount of the applicable clothing allowance. This reimbursement will be treated as ordinary income by the Employer. Any tax liability that may accrue is the responsibility of the employee. Detectives who regularly work uniformed patrol shifts an average of two (2) shifts per month shall also be eligible to receive uniform replacement items pursuant to §B. above.

D. Canine Deputies

The Canine Deputies shall receive up to \$150 annually for the purchase and replacement of rain gear, boots, and gloves as needed.

ARTICLE 21 – INSURANCE AND RETIREMENT

A. Worker's Compensation

The Employer shall provide employees with Workers' 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. If an employee is receiving workers' compensation benefits, the employee will continue to accrue vacation, sick, and holiday time. Employees who meet the conditions set forth in Appendix G are entitled to the benefit set forth in that Appendix.

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 July 1, 2008, the retirement plan offered through MainePERS changed to the Special Plan 2C; 25 year, no age retirement plan, with no County buy back of service time. Effective March 28, 2011, new employees, as a condition of employment, must participate in the Maine Public Employees Retirement System and contribute the employee's share as established by MainePERS.

Effective January 1, 2024 the Plan changed to Special Plan 3C, 25 years, no age retirement plan, with no County buy-back of service time.

C. Social Security

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

D. Group Life Insurance

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

E. 457 Deferred Compensation Plan

Employees hired prior to March 28, 2011 who do not participate in MainePERS shall be entitled to a match of up to 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 by the Employer, but employees may contribute more as permitted by law. Employees who are in the MainePERS plan may participate in a 457 deferred compensation plan, but the Employer will not provide any contribution to the 457 plan.

County employees who previously declined enrollment in the Maine Public Employees Retirement System (MainePERS) who transfer in to this bargaining unit are eligible for the 7% County matching contribution to a 457 deferred compensation plan. [Example: when a county corrections officer is hired as a county patrol deputy]

F. Roth IRA

A Roth IRA is a savings vehicle that can complement other County retirement plans by allowing tax-free earnings and 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

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. New employees who are eligible to join the plan will be enrolled in the plan on the first day of the next month following his/her date of hire.

At any time during the course of the year, if a qualifying event occurs which affects employer health insurance premiums, i.e. marriage, birth/adoption of a child, or divorce, the employee must notify the employer through the County's Human Resources Department within 30 days of the event.

1. The Employer shall pay to Allegiant Care the premium rate established by Allegiant Care. The employee contribution shall be as indicated in subsection 2 of this Article. The premium rate year for medical insurance from Allegiant Care shall be January 1 through December 31.

2. Employee Contributions

The employees, through payroll deduction shall pay \$165.07 per month towards the cost of this coverage for the period of January 1, 2011 to December 31, 2011. The employees, through payroll deduction, shall pay \$170.07 per month towards the cost of this coverage for the period of January 1, 2012 to December 31, 2012. If the overall premium increases in 2011 and thereafter, the employees cost will increase by the same percentage that the overall premium increases.

Employee and County premium contribution rates are shown in Appendix H.

3. Allegiant Care

The Employer hereby consents to and agrees to be bound by the terms and provisions of the Trust Indenture under which Allegiant Care is administered and to any amendments to said Indenture.

A copy of this Agreement has been delivered by the Employer to the Fund Director of Allegiant Care. Any amendments to this Agreement relating directly or indirectly to the contributions being made hereunder will be forwarded to the Director by said Employer within ten (10) days after adoption. Any additional contributions required by Allegiant Care for continuation of the existing benefit program before the expiration date of this Agreement shall be due and owing Allegiant Care by the Employer from and after said expiration date, or if such additional amounts are first required by Allegiant Care during the post agreement negotiations period, they shall be due and owing by the Employer in accordance with terms of this Agreement.

The Union agrees and holds the Employer harmless from any claims, loss of benefits, or cause of action against the Employer by any employee covered by this Agreement as a result of action taken, decision made by and/or amendment to the Indenture Agreement by Allegiant Care.

4. Section 125

The employee may voluntarily participate in the Employer's Section 125 cafeteria benefits program.

H. Income Protection Insurance

Employees may enroll in an Income Protection Plan (IPP) offered by the County through the Maine Municipal Employees Health Trust (MMEHT) that protects against income loss for non-occupationally incurred

injury or illness. Premiums are employee paid with no County contribution. Coverage starts on the first of the next month following the employee's date of hire. The County provides payroll deduction for premiums.

I. Conditions during Absence

The Employer will continue to contribute its portion of the health insurance premium for any employee on unpaid sick leave for no more than two (2) months, except for employees on Family Medical Leave for no more than twelve (12) weeks and for an employee out of work on Worker's Compensation for no more than twelve (12) months from the 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, provided that the cost of the premium is delivered to the Finance Director in the month that is it due, and provided the insurance carrier allows such 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.

J. WELLNESS PROGRAM

The County has established a health and 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.

ARTICLE 22 - TRAINING

A. Posting

The number of hours provided for training will be substantially equal for all employees. The Maine Criminal Justice Academy training availability sheets will be posted at all work locations so that employees will know what training is being offered.

B. 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 receipt by 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:

1. Grade of A 100% reimbursement
2. Grade of B 100% reimbursement
3. Grade of C 60% reimbursement

ARTICLE 23 - CRUISERS

Employees and/or their families shall not be denied the right that any other citizen has with regard to being transported in a cruiser.

If, as a result of successful bidding on a vacancy, the employee's new patrol area is either farther from his/her residence than his/her previous patrol area or outside the employee's new patrol area, the Employer retains the right to restrict the use of the Employer's vehicle at times other than when the employee is in his/her assigned patrol area on duty.

ARTICLE 24 - SENIORITY

A. Definition

Bargaining unit seniority shall be defined as continuous service in the bargaining unit. Employer seniority shall be continuous service with the Employer in a position that accrues benefits, whether in the bargaining unit or not. Employer seniority shall be calculated for the purposes of determining vacation, sick leave, and bereavement leave. Bargaining unit seniority shall be calculated for purposes of movement on the salary scale, probationary period, layoff, recall, promotion, and outside details.

1. General Probationary Period

For all purposes except discipline and discharge, the probationary period shall be six (6) months from the original date of hire. During this probationary period, employees shall be eligible for all provisions of this Agreement except as specifically stated otherwise.

2. Discipline and Discharge

For purposes of discipline and discharge, the probationary period shall be twelve (12) months:

- a. From date of hire for employees who already graduated from the Maine Criminal Justice Academy or
- b. 12 months after completion of the Maine Criminal Justice Academy or
- c. 12 months from the date the Board waives the basic training requirement, during which period the Employer's right to discipline and discharge shall be incontestable and non-grievable.

B. Use of Seniority

Bargaining unit seniority shall be the governing factor in cases of layoff and recall. Seniority shall be a consideration for promotions, but will not be the only or most important criterion for promotion. In the event of a layoff, reduction in work force, the employees involved, if any, shall have the right to bump the junior person in the classification or in a lower classification if the employee previously held the position with the Employer.

C. Recall

Employees will be recalled by order of bargaining unit seniority to the classification from which they were laid off. Recalled employees must pass the requisite physical examination at the Employer's expense if the layoff has been six (6) months or more.

D. Vacancies

All permanent vacancies shall be posted and filled by the senior qualified applicant. No additional changes in patrol assignments shall be made during the life of this Agreement except by mutual agreement. The Employer will not be held to this provision in situations that will adversely affect the overall good of the department.

E. Position Preference

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

F. Filling Vacant Lieutenant or Sergeant Positions

When there is a vacant Lieutenant or Sergeant position to be filled, current employees within the classification will be offered the position first on the basis of time in grade seniority, first refusal. If no current employee in the classification wishes to be considered for the position, the position will be offered in accordance with the provisions of Article 25 of this agreement.

G. Specialty Assignments

1. All specialty assignment openings will be posted as they become available, to include if an employee is removed or leaves the assignment. Should multiple employees apply, the Sheriff's Office will select the most suitable candidate for the assignment. Should no employees apply for the assignment, the least senior employee may be forced into the assignment. However, in no case will any employee with more seniority than the less senior be forced into the assignment. There will be no hiring lists for specialty assignments with the Sheriff's Office. Specialty Assignments include, but are not limited to, Canine Deputy, Detective, Emergency Services Unit, Dive team, Community Policing Deputy, School Resource Deputy, Marine Patrol Deputy, Drug Recognition Expert, Honor Guard, Unmanned Aerial Vehicle Operator, Field Training Officer, and Accident Reconstructionist, Firearms Instructor, Taser Instructor, MARC Instructor.

A. If an employee is removed or leaves an assignment that is an assigned shift, the vacancy will be put out to all members for bid. These assignments include: Detectives, School Resource Deputy, Community Policing Deputy, K-9 Deputy, MDEA Deputy, Domestic Violence

Investigator, Marine Patrol Deputy and/or any other specialty assigned shift.

2. With the exception of the canine deputy assignment, which shall be for the life of the canine absent extenuating circumstances, effective with the ratification of this Agreement, new or current employees selected for assignments listed in section G.1 shall serve in that specialty assignment(s) for a minimum of three (3) years, unless removed by the Sheriff, or designee, for good cause, being unavailable to work due to an approved leave of absence or workers' compensation injury/illness, promotion, change in assignment, by mutual agreement of the employee and Sheriff, or for any other valid purposes in the best interest of the Sheriff's Office and/or employee.

- A. The canine deputy and dog assigned to the Town of Standish shall be for the duration of the service life of the dog, or discontinuation of the program. The working schedule shall be mutually agreed upon by the CCSO command staff and Town of Standish. The assigned deputy may not bid shifts out of the Town of Standish for the service life of the dog.

Current employees currently serving in specialty assignment(s) as of the date of ratification of this Agreement are grandfathered and are not required to serve an additional three (3) years in the assignment(s) if they have been in the assignment for less than three (3) years. [Example: employee has served in an assignment for two years; in this case they are required to serve a minimum of one additional year; or, an employee has served in an assignment for one (1) year; in this case they are required to serve in the assignment for a minimum of two (2) years]

3. Temporary Supervisory Assignments

When a Patrol Sergeant, Detective Sergeant or Detective Lieutenant are on leave due to illness, injury or training for a period of less than fourteen (14) weeks, and the position needs to be filled, it shall be temporarily filled with the most suitable candidate as determined by the Sheriff, or designee. This may include OICs and lateral movements, whichever is most appropriate, given existing staffing, scheduling, availability and any other relevant factors. Based upon the attendant circumstances, the County and Union may mutually agree to extend the fourteen (14) week period.

ARTICLE 25 - PROMOTIONS

A. Bargaining Unit Promotions

1. Posting

If the Employer has a bargaining unit position it intends to fill, it shall be posted electronically in the department for fourteen (14) calendar days and will notify employees of posting.

2. Application for Promotions

Employees qualified for the promotion shall make application and submit a current resume' for the position to the Human Resources Department. 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. In addition to the qualifications in the posting, to qualify for a Sergeant's position, employees must have been employed as a patrol deputy at least two (2) years as of the date of the promotional exam (Written Test Date) as a Patrol Deputy with CCSO. To qualify for a Lieutenant's position, employees must have been employed at least five (5) years as of the date of the Assessment Center/Oral Board Date and must have one (1) year with the rank as a CCSO-LE Sergeant.

3. Promotion Criteria

The promotion scoring worksheet is shown in Appendix I and K.

Promotions shall consist of the following criteria:

- a. Written Test (Sgt. Only): *Raw Score ÷ 2/Max 50.*
- b. Assessment Center (Lt. Only): *Raw Score x 1.39÷3/Max 50.* Based on 3-problem solving exercises, scored 0-4 on 9 grading categories. Candidates' names are anonymous and scored by outside vendor who conducts exercise.
- c. Oral Board:
Rapid Fire: 10-questions, scored 1-5 per question.
Raw Score ÷ 3/Max 50.
Scenario: 1-question, scored 1-5 in six categories.
Raw Score ÷ 1.8/Max 50.
- d. Seniority: *Raw Score-Max 10 points*

- e. Work Records:
Complementing Documents: *Raw Score-10 points Max*
Disciplinary Records: *Raw Score*
- f. Education/Military Service: *Raw Score-10 points Max*

Candidates will need to achieve an overall score of 70% (combine scores of criteria a, b and c) in order to be eligible for either the Lieutenants and/or Sergeants promotional list. Anyone with an overall score of less than 70% will NOT be eligible to be placed on the promotional list.

4. Written Test-Sergeant Promotional Only

Written test will be given every twenty-four (24) months unless the promotion list is exhausted within the twenty-four (24) months period. 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 an exam that has been appropriately validated. Written Test is based on 100 questions. Raw Score is divided by 2, Max grade is 50.

An exhausted list is defined as, when ALL candidates on the promotional list have been offered an open promotional position and have either taken and/or declined the position.

5. Assessment Center-Lieutenant Promotional Only

The Assessment Center will rate the Lt. Candidate on in-basket exercises/problem solving questions, in which the candidate will provide a written response. An Outside Vendor will conduct the exercise, consisting of three (3) problem solving exercises, candidate(s) responses are anonymous and graded by the same vendor. Candidates are scored 0-4 in 9 separate categories. Raw score multiplied by 1.39 ÷ 3 equals the candidates score. Max grade is 50.

6. Oral Board-Rapid Fire and Scenario

Committee Make-up: All qualified applicants shall appear before an Oral Board Committee composed of five (5) members, two (2) shall be

selected by the Union, two (2) selected by the Employer, one of whom is from the Sheriff's Office administration and one of whom is from Human Resources, plus a fifth (5th) member from outside the Cumberland County Government, to be mutually agreed to by the Employer and the Union.

Process: The Committee shall use a prepared list of rapid-fire questions and scenario questions which will be asked of each candidate. The rapid-fire questions and scenario shall be reviewed by the promotional committee in order to fairly and uniformly test each candidate. The rapid-fire questions and scenarios 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 averaged.

Rapid Fire questions: 10-questions, scored 1-5. Final Score divided by 3 equals the candidates score. Max grade is 50.

Scenario question: One (1) Scenario, scored 1-5 in six (6) categories. Final Score divided by 1.8 equals the candidates score. Max grade is 50. Employees will be ranked according to their total score.

7. Seniority

Candidates will receive 1-point for each full year of service as a CCSO-LE employee based on the Date of Hire, maximum of 10-points.

8. 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. Academic Award, Administrative Award of Merit, Life Saving Award, Sheriff's Annual Award and Chief Deputy's Annual Award. *1 point*

2. Supervisor of the year, Deputy of the year, Elliot Award. *2 points*

3. Commendation, Medal of Valor
3 points

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

1. Written warning *-1 point*

Written warnings shall not be considered for promotional purposes after six (6) months from the date of the warning.

2. Written reprimand *-2 points*

Written reprimands shall not be considered for promotional purposes after one (1) year from the date of the reprimand.

3. 1-2 day's suspension *-3 points*

One (1) to two (2) days suspension shall not be considered for promotional purposes after three (3) years from the date of the suspension.

4. 3-5 day's suspension *-5 points*

Three (3) to five (5) days suspension shall not be considered for promotional purposes after five (5) years from the date of the suspension.

5. 6 or more days suspension *-8 points*

Six (6) or more day's suspension shall not be considered for promotional purposes after eight (8) years from the date of the suspension.

9. Education/Military Service

- a. *3-Points*: Associates Degree and/or Less than 4-years Military Reservist or Active Duty.
- b. *6-Points*: Bachelor's Degree and/or 4-years or more Active Military.
- c. *9-Points*: Master's Degree
- d. *10-Points*: Doctorate

The College Degrees are from accredited schools as defined by the County Policy. There is no combining of points, candidate can only be scored under one (highest) category listed above.

Scoring will be at the two decimal points and rounded up (example: 44.3879 would be rounded up to 44.39).

Promotional Worksheets will be utilized for scoring each candidate, Appendix I for Sergeant and Appendix K for Lieutenant.

Final scoring of worksheet (Appendix I and K) will be done with 1-Administrative Representative, 1-Union Representative and 1-Human Resources Representative.

10. Promotions List

The promotion list shall be valid for twenty-four (24) months from the date it is established, which is the date Labor and Management meet for final scoring of the promotional worksheet-Appendix I or K. Candidates will receive a copy of the respective Promotional Worksheet and overall ranking in writing. Human Resources will post the candidate names on the promotional list via the intranet.

The names of the top three highest ranked candidates on the list will be provided to the Sheriff who will fill the promotion from one of those candidates. The candidates not selected for the promotion shall remain on the list in their order of rank. When there are more than three (3) candidates in the overall list, candidate #4 will move into the top three list and so on. The Sheriff will again fill the promotion from the top three on the list, until the list is exhausted or expired.

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

7.

11. Tie Breakers

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

12. Probation Period

a. Six Month Probation

Promoted employee shall serve a six (6) month calendar day probation period during which time management may move the employee back to his/her former job classification if the employee does not perform the new duties adequately. Before employees can be moved back to their former position, a written evaluation must be prepared for the employee in the promotional position.

b. Twenty Day Trial Period

Should the employee decide s/he is not fit for the promotion, the employee, may return to his/her former position and assignment within twenty (20) actual work days from the first day worked in the new position.

ARTICLE 26 – REIMBURSABLE EVENTS

A. Rate of Pay

1. Deputies who perform services outside their regularly assigned duties & which are reimbursed by non-county funds shall be paid \$85.00 per hour with a four (4) hour minimum, however, if any outside detail is required or mandated by the County, then employees shall be paid at the appropriate rate of pay.

2.

3. Any detail funded through the Department of Highway Safety shall be paid at the regular overtime rate.

B. Filling of Outside Details

A separate rotation list shall be maintained for filling outside details. All details will be filled in the same manner as overtime shifts, except they may be filled by sending out an email listing the details, with an end date, and then filled by rotation. The outside detail list will be available to employees and updated as needed.

C. Rotation Assignment

Assignments to outside police service details shall be offered first to bargaining unit employees on a rotation basis by seniority unless the contracting organization specifically requests a particular employee not be assigned.

There will be three rotations for the filling of overtime and details, as follows:

1. Outside Detail Rotation

- a. Details that are paid for by an outside vendor (Premium Pay)
- b. School details, construction, private citizens, etc.

2. Patrol Shift Rotation

- a. Open shifts, eight or ten hours. County OT

3. County Paid/Grant Reimbursed Details

- a. Bureau of Highway Safety, extended coverage, County paid overtime that is not a shift

When an outside detail is schedule premium holiday pay for Thanksgiving, Christmas, and 4th of July, it shall be paid at whichever rate is higher; detail pay or double-time.

If a particular employee is rejected by a contracting party, the reasons for such rejection must be provided in writing to the employee who will have the opportunity to answer any complaint against him/her. Such complaint would be placed in the employee's personnel file along with his/her answer to said complaint. The complaint shall remain confidential to the extent the Employer has control over the matter. Any unsubstantiated complaint will be removed from the file.

D. Assignment Procedures

The Sheriff or his/her designee shall be responsible for filling outside duty assignments. Details will be equalized and offered on a rotation basis by seniority from a sign-up sheet for outside details. A refusal or if an employee cannot be reached by telephone, shall be counted as worked for equalization purposes. However, if an offer is passed over for an assignment pursuant to B. above, the name shall remain on the top of the list.

E. Qualifications

No employee who is not qualified will be allowed to be placed on the outside detail roster.

F. Posting

Outside details shall be posted for a period of fourteen (14) calendar days prior to the detail or as soon as the detail is known if less than fourteen (14) days.

G. Cancellation of Detail

If a detail is cancelled less than a 24-hour notice, the Deputy assigned to the detail shall be paid four (4) hour minimum at the Deputies Overtime rate. This excludes details involving schools.

ARTICLE 27 - 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. An employee may make a copy of their personnel file once per year at the County's expense in accordance with Maine law. (26 M.R.S.A. §631). For additional requests made within the same one year period, an employee shall be entitled to have a copy⁷ made of any items in the file at his/he own expense. An employee may have a representative of the Union accompany him/her during such review.

B. Response to Material

1. 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.

2. Upon request of an employee, records of discipline in the employee's personnel file may be cited in subsequent disciplinary proceedings, subject to the following limitation:

Written warnings shall not be considered after six (6) months from the date of the warning.

Written reprimands shall not be considered after one (1) year from the date of the reprimand.

1-2 days suspension shall not be considered after three (3) years from the date of the suspension.

3-5 days suspension shall not be considered after five (5) years from the date of the suspension.

6 or more day's suspension shall not be considered after eight (8) years from the date of the suspension.

The above limitations are subject to provision that if an employee receives additional discipline during any period cited above, the prior discipline can be cited in subsequent disciplinary proceedings during the time of the additional discipline period.

ARTICLE 28 - DISCHARGE OR SUSPENSION

A. Employee Interview

If an employee is to be interviewed concerning allegations of misconduct, the investigator shall inform the employee of the specific conduct and/or allegations prompting the investigation. Nothing shall preclude the employer from expanding the scope of the investigation based upon information obtained during the investigation process. The investigator shall identify the source of the allegations, unless the employer believes that the circumstances require nondisclosure of the source.

B. Documents

When the investigation results in disciplinary action against an employee, the Union is entitled to a copy of the entire investigation, which shall include a copy of the recorded interviews and documents gathered by the Employer as part of the investigation. The County will provide one (1) copy of these documents to the Local Chief Steward. The Union has the sole responsibility to provide the employee with the documents. When the investigation is complete, the employee shall be entitled to a copy of the Internal Affairs report. If a pre-determination hearing is held, the County will provide the copy to the Union business agent 5 working days before the hearing.

C. Union Representation

If an employee is to be interviewed concerning allegations of misconduct by the employer, the employee may have Union representation during the interview. When an employee is interviewed as a witness to alleged misconduct, that employee may have union representation at an interview when the employee reasonably believes he/she may be subject to disciplinary action as a result of the investigation.

D. Timely Investigation and Notification

The investigation shall be conducted without unreasonable delay and the employee will be advised of the final outcome of the investigation. If at the end of the thirty (30) work days, the investigation has not been completed, the respective Captain or Chief Deputy will review the status of the investigation and within 7- work days will provide a written report to the employee and the Union on the status of the Investigation and estimation of completion.

E. Just Cause

1. Standard

No employee, after successful completion of twelve (12) continuous months of employment shall be disciplined or dismissed without just cause. Any grievance filed as a result of such action may begin at the step where the discipline or dismissal originated. If the employer has reason to reprimand an employee for failing to fulfill his/her responsibilities as

employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

2. Adverse Material

Employees may respond to adverse material placed in their personnel file within ten (10) working days of receipt of the material. The response shall be in writing and will be attached to the original document, with a copy of the response being provided to the author of the adverse material.

3. Personnel Files

Discipline in an employee's personnel file may be cited in subsequent disciplinary proceedings, subject to the following limitations:

- a. Written warnings shall not be considered after 6 months from the date of the warning.
- b. Written reprimands shall not be considered after 1 year from the date of the reprimand.
- c. Suspensions of 1-2 days shall not be considered after 3 years from the date of the suspension.
- d. Suspensions of 3-5 days shall not be considered after 5 years from the date of the suspension.
- e. Suspensions of 6 or more days shall not be considered after 8 years from the date of the suspension.

Provided however, if an employee receives additional discipline during any period cited above, the prior discipline may continue to be cited during the period of the additional discipline. The employee shall have the right to inspect his/her personnel file.

An employee may make a copy of their personnel file once per year at the County's expense.

F. Leave from Work

Any leave from work, required by the Employer, during any such internal investigation shall be without any loss of pay and/or benefits by any employee involved in said investigation (See Article 16.M.).

A Pre-determination Hearing (PDH) will be held within 10- business days after employee conduct that could result in suspension, demotion and/or termination is made known to Command Staff. In the event the employee conduct requires an internal affairs investigation, at the discretion of the Command Staff, then a PDH will be held within 10 business days after the conclusion of the investigation. The employee, Union Representative and Business Agent will be notified of the date, time and location of the PDH as soon as practicable. The notice shall include the Agency violation(s) that the employee is alleged to have committed and a summary of the nature of the complaint or allegations.

The PDH will be conducted by a Command member with a member from Human Resources present along with the employee, Union Representative, and Business Agent (the employee can waive Union representation, if they choose). A written decision will be rendered by the Command Staff member who conducted the hearing within 10-business days after the PDH.

Should the Command Staff member recommend termination, the Sheriff will issue the final disciplinary decision. A grievance of a decision to terminate employment shall proceed to Step 2 with the County Manager.

A.

G. 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.

H. Severance

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

I. 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 29 - COMPLAINTS FROM THE PUBLIC

A. Administrative Complaint Form

The employee shall receive a copy of the Administrative Complaint Form when a complaint is made against him/her by the public upon completion of the investigation.

B. Representation

If an employee is to be interviewed concerning allegations of misconduct the employee may have Union representation during the investigation.

C. Timely Notice

The investigation shall be conducted without unreasonable delay and the employee will be advised of the final outcome of the investigation. At the end of the thirty (30) work days, the employee will be informed of the status of the investigation.

ARTICLE 30 - 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 31 - MANAGEMENT RIGHTS

The Union agrees that the Employer has all rights and authority to manage its operation and to direct its work force, except those rights which are specifically abridged, modified, or delegated by the provisions 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 32 - SAVINGS CLAUSE

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

ARTICLE 33 - 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 34 - EXTRA CONTRACT AGREEMENT

The Employer agrees not to enter into any agreement or contract with it employees, individually or collectively, which in any 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 35 - IDENTIFICATION FEES

Should the Employer 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 Employer. Any time spent off duty in pursuit of required personal identification shall be compensated for at applicable rates of pay.

ARTICLE 36 - MAINTENANCE OF STANDARDS

Within forty-five (45) days after the signing of this Agreement, the Union shall submit to the Employer a letter detailing practices, now current, which it considers are terms and conditions of employment and which are not specifically covered by this Agreement. The Employer and the Union shall meet to discuss and agree upon which practices, if any, are terms and conditions of employment within fifteen (15) days of receipt of such letter.

ARTICLE 37 - DEFECTIVE EQUIPMENT

Employees shall immediately or at the end of their shift, report all defects in equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. No employee shall be required to operate a vehicle assigned to him/her that does not pass State inspection standards.

ARTICLE 38 - POLYGRAPH 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 39 - VOLUNTARY PHYSICAL FITNESS PROGRAM

In May or June of each year, the Employer will administer an annual physical test to employees who wish to take the test. Employees are eligible for one stipend only. Employees who successfully complete the 40th % test will receive a stipend of \$300, employees who successfully complete the 50th % test will receive a stipend of \$400 and employees who successfully complete the 60th% test will receive a stipend of \$500 payable

in July. The test will be the current entrance standards of the Maine Criminal Justice Academy. The current standards are attached at Appendix D.

ARTICLE 40 - LABOR-MANAGEMENT COMMITTEE

A. Make-Up and Procedure

A labor-management committee consisting of three (3) representatives of labor and three (3) representatives of management shall be formed. To the extent possible, the labor-management committee shall consist of the same three (3) members from each side for the term of this Agreement. The Committee shall meet within fifteen (15) business days (defined as Mon-Fri, excluding weekends and holidays) at the request of either side. The party requesting the meeting shall present an agenda for the meeting. The opposite party may add items to the agenda for the meeting. The purpose of the Committee shall not be for collective bargaining or grievance resolution or to alter the terms of the collective bargaining agreement. Rather, the Committee shall be for the purpose of increased communications, sharing information, and resolving problems.

B. Labor-Management Committees

1. A Labor Management Committee shall be formed to discuss, changes to the seasonal uniform policy.

ARTICLE 41 - DURATION

This Agreement shall be effective July, 2025, unless otherwise specified, and shall remain in effect until June 30, 2028. This Agreement shall expire on the date indicated and shall not be continued, except as provided by statute.

SIGNATURE PAGE

TEAMSTERS LOCAL UNION
NO. 340

Brett Miller, President

CUMBERLAND COUNTY
COMMISSIONERS

Stephen Gorden, Chair

Ed Marzano, Secretary-Treasurer

Chris Shepard, Business Agent

Dated: _____

Teamster Bargaining Team

Chris Shepard, Business Agent

Joseph Dyar, Steward

Cole Chandler, Steward

Ashley Hall, Steward

James Cloutier, Commissioner

Patricia Smith, Commissioner

Jean-Marie Caterina, Commissioner

Tom Tyler, Commissioner

Dated: _____

Cumberland County Bargaining Team

Amy Jennings, Chief Negotiator

Brian Pellerin, Chief Deputy

Donald Goulet, Labor Relations

Kerry Joyce, Captain

Appendix B

1. Dept/Agency: _____ 2. Work Location/Crew: _____

3. Name: _____ 4. Social Security #: _____ 5. Date of Birth: _____

6. Home Address: _____
(Street) (City) (State) (Zip)

7. Home Phone: _____ 8. Work Phone: _____ 9. Sex: ☐ Male ☐ Female

10. Job Title: _____ 11. Work Hours: Day begins: _____ Day Ends: _____

12. Date of Injury: _____ 13. Time of Injury: _____

14. Where Injury Occurred: _____

15. Describe fully what your injury is (mention body part(s) affected) and explain how your injury occurred:

16. Witnesses of your injury: Name: _____ Phone: _____

Name: _____ Phone: _____

17. Date you reported your injury: _____ Time: _____ To Whom: _____

18. Did you lose time from work? ☐ Yes ☐ No If Yes, Date and Time: _____

19. Date and time you returned to work (if applicable): _____

20. Do you work for another employer? ☐ Yes ☐ No If Yes, Name of Employer: _____

21. Do you want to use your sick time* when you miss work due to your work injury? ☐ Yes ☐ No

22. Do you want to use your vacation time* when you miss work due to your work injury? ☐ Yes ☐ No

* Up to the first 80 hours of absence

23. Have you been treated for your injury? ☐ Yes ☐ No If Yes, who was your provider? _____

Additional Comments: _____

24. Have you ever had a similar injury? ☐ Yes ☐ No If Yes, what happened and when? _____

Date: _____ Signature of Employee: _____

APPENDIX C

HOLIDAY DATES FOR TEAMSTERS LAW ENFORCEMENT UNIT

2025 HOLIDAYS

	<u>Non-Standard Employees</u>	<u>Standard Employees</u>
New Year's Day	Wednesday, January 1, 2025	Wednesday, January 1, 2025
Martin Luther King Day	Monday, January 20, 2025	Monday, January 20, 2025
Presidents' Day	Monday, February 17, 2025	Monday, February 17, 2025
Patriots' Day	Monday, April 21, 2025	Monday, April 21, 2025
Memorial Day	Monday, May 26, 2025	Monday, May 26, 2025
Juneteenth	Thursday, June 19, 2025	Thursday, June 19, 2025
Independence Day	Friday, July 4, 2025	Friday, July 4, 2025
Labor Day	Monday, September 1, 2025	Monday, September 1, 2025
Indigenous Peoples Day	Monday, October 13, 2025	Monday, October 13, 2025
Veterans' Day	Tuesday, November 11, 2025	Tuesday, November 11, 2025
Thanksgiving Day	Thursday, November 27, 2025	Thursday, November 27, 2025
Day after Thanksgiving	Friday, November 28, 2025	Friday, November 28, 2025
Christmas Day	Thursday, December 25, 2025	Thursday, December 25, 2025
New Year's Day	Thursday, January 1, 2026	Thursday, January 1, 2026

NON-STANDARD EMPLOYEES

Patrol Deputies
 Marine Patrol Deputies
 Patrol Sergeant
 Patrol Lieutenant
 School Resource Deputy
 Community Relations Deputy

STANDARD EMPLOYEES

CID Lieutenant
 CID Sergeant
 CID Detectives

APPENDIX C

HOLIDAY DATES FOR TEAMSTERS LAW ENFORCEMENT UNIT

2026 HOLIDAYS

	<u>Non-Standard Employees</u>	<u>Standard Employees</u>
New Year's Day	Thursday, January 1, 2026	Thursday, January 1, 2026
Martin Luther King Day	Monday, January 19, 2026	Monday, January 19, 2026
Presidents' Day	Monday, February 16, 2026	Monday, February 16, 2026
Patriots' Day	Monday, April 20, 2026	Monday, April 20, 2026
Memorial Day	Monday, May 25, 2026	Monday, May 25, 2026
Juneteenth	Friday, June 19, 2026	Friday, June 19, 2026
Independence Day	Saturday, July 4, 2026	Friday, July 3, 2026
Labor Day	Monday, September 7, 2026	Monday, September 7, 2026
Indigenous Peoples Day	Monday, October 12, 2026	Monday, October 12, 2026
Veterans' Day	Wednesday, November 11, 2026	Wednesday, November 10, 2026
Thanksgiving Day	Thursday, November 26, 2026	Thursday, November 26, 2026
Day after Thanksgiving	Friday, November 27, 2026	Friday, November 27, 2026
Christmas Day	Friday, December 25, 2026	Friday, December 25, 2026
New Year's Day	Friday, January 1, 2027	Friday, January 1, 2027

NON-STANDARD EMPLOYEES

Patrol Deputies
 Marine Patrol Deputies
 Patrol Sergeant
 Patrol Lieutenant
 School Resource Deputy
 Community Relations Deputy

STANDARD EMPLOYEES

CID Lieutenant
 CID Sergeant
 CID Detectives

APPENDIX C

HOLIDAY DATES FOR TEAMSTERS LAW ENFORCEMENT UNIT

2027 HOLIDAYS

	<u>Non-Standard Employees</u>	<u>Standard Employees</u>
New Year's Day	Friday, January 1, 2027	Friday, January 1, 2027
Martin Luther King Day	Monday, January 18, 2027	Monday, January 18, 2027
Presidents' Day	Monday, February 15, 2027	Monday, February 15, 2027
Patriots' Day	Monday, April 19, 2027	Monday, April 19, 2027
Memorial Day	Monday, May 31, 2027	Monday, May 31, 2027
Juneteenth	Saturday, June 19, 2027	Friday, June 18, 2027
Independence Day	Sunday, July 4, 2027	Monday, July 5, 2027
Labor Day	Monday, September 6, 2027	Monday, September 6, 2027
Indigenous Peoples Day	Monday, October 11, 2027	Monday, October 11, 2027
Veterans' Day	Thursday, November 11, 2027	Thursday, November 11, 2027
Thanksgiving Day	Thursday, November 25, 2027	Thursday, November 25, 2027
Day after Thanksgiving	Friday, November 26, 2027	Friday, November 26, 2027
Christmas Day	Saturday, December 25, 2027	Friday, December 24, 2027
New Year's Day	Saturday, January 1, 2028	Friday, December 31, 2027

NON-STANDARD EMPLOYEES

Patrol Deputies
 Marine Patrol Deputies
 Patrol Sergeant
 Patrol Lieutenant
 School Resource Deputy
 Community Relations Deputy

STANDARD EMPLOYEES

CID Lieutenant
 CID Sergeant
 CID Detectives

APPENDIX C

HOLIDAY DATES FOR TEAMSTERS LAW ENFORCEMENT UNIT

2028 HOLIDAYS

	<u>Non-Standard Employees</u>	<u>Standard Employees</u>
New Year's Day	Saturday, January 1, 2028	Friday, December 31, 2027
Martin Luther King Day	Monday, January 17, 2028	Monday, January 18, 2028
Presidents' Day	Monday, February 21, 2028	Monday, February 21, 2028
Patriots' Day	Monday, April 17, 2028	Monday, April 19, 2028
Memorial Day	Monday, May 29, 2028	Monday, May 29, 2028
Juneteenth	Monday, June 19, 2028	Monday, June 19, 2028
Independence Day	Tuesday, July 4, 2028	Tuesday, July 4, 2028
Labor Day	Monday, September 4, 2028	Monday, September 4, 2028
Indigenous Peoples Day	Monday, October 09, 2028	Monday, October 09, 2028
Veterans' Day	Friday, November 10, 2028	Friday, November 10, 2028
Thanksgiving Day	Thursday, November 23, 2028	Thursday, November 23, 2028
Day after Thanksgiving	Friday, November 24, 2028	Friday, November 26, 2028
Christmas Day	Monday, December 25, 2028	Monday, December 24, 2028
New Year's Day	Monday, January 1, 2029	Monday, January 1, 2029

NON-STANDARD EMPLOYEES

Patrol Deputies
 Marine Patrol Deputies
 Patrol Sergeant
 Patrol Lieutenant
 School Resource Deputy
 Community Relations Deputy

STANDARD EMPLOYEES

CID Lieutenant
 CID Sergeant
 CID Detectives

APPENDIX D

Percentile	Fitness Test	Male				Female			
		20-29	30-39	40-49	50-59	20-29	30-39	40-49	50-59
40 th	Maximum Push up Test	29	24	18	13	15	11	9	3
	One Minute Sit up Test	38	35	29	24	32	25	20	14
	1.5 Mile Run	12:51	13:36	14:29	15:26	15:26	15:57	16:58	17:55
50 th	Maximum Push up Test	33	27	21	15	18	13	11	5
	One Minute Sit up Test	40	36	31	26	34	27	22	17
	1.5 Mile Run	12:18	12:54	13:53	14:55	14:55	15:26	16:27	17:24
60 th	Maximum Push up Test	37	30	24	19	21	15	12	7
	One Minute Sit up Test	42	39	34	28	38	29	24	20
	1.5 Mile Run	11:41	12:20	13:14	14:24	14:24	15:08	15:57	16:58

APPENDIX E
AFFIDAVIT OF DOMESTIC PARTNERSHIP

We, _____ and _____ certify that we are domestic partners in accordance with the following criteria.

1. We are each other's sole domestic partner, have been legally domiciled together for at least twelve months prior to the execution of this affidavit and intend to remain as sole partners.

2. We are jointly responsible for each other's common welfare, share financial obligations and share our primary residence. We can provide evidence of joint responsibility and hereby authorize Cumberland County to verify information provided in this affidavit. Joint responsibility must be demonstrated by the existence of two or more of the following (please check two items that apply):

- ___ Domestic Partner Agreement or Relationship Contract
- ___ Joint mortgage or joint ownership of primary residence
- ___ Two of the following:
 - ___ Joint ownership of a motor vehicle
 - ___ Joint checking account
 - ___ Joint credit account
 - ___ Joint lease

___ The Domestic Partner has been designated as a beneficiary on employee's will or retirement contract.

3. We are not married to or separated from another person; at least eighteen (18) years of age; of sound mind and under no undue influence to enter into this agreement and not related by a degree of closeness which would prohibit marriage in the State of Maine.

4. We agree to notify Cumberland County within thirty (30) days should the domestic partnership be terminated.

5. We understand that falsification of information contained in this affidavit may lead to disciplinary action for the Cumberland County employee.

Dated:

Employee

State of Maine
Cumberland, SS

Personally, appeared before me _____ who made oath that the foregoing statements made by him/her are true.

Notary Public

Dated:

Domestic Partner

State of Maine
Cumberland, SS

Personally, appeared before me _____ who made oath that the foregoing statements made by him/her are true.

Notary Public

Placed in Article 21.J

APPENDIX G

WORKERS COMPENSATION

Under Maine's Workers Compensation Law, an employee is not entitled to comp benefits for lost work time for the first 7 days of incapacity. If the incapacity to work extends beyond 14 days, the employee is entitled to workers comp benefits for lost work time from the date of incapacity. See, Title 39-A MRSA § 204.

Members of this bargaining unit, who are injured while performing an “Extra Hazardous Activity” and are unable to work due to the injury, will be granted and paid sick leave in an amount equivalent to their “Regular Wages” for lost work time during the 7 day waiting period.

An “Extra Hazardous Activity” as used in this situation, is defined as “injuries incurred during an arrest; injuries sustained from a firearm discharge (does not include self-inflicted); injuries sustained while actively engaging in suppressing riots, insurrections and similar civil disturbances; and injuries sustained in directing traffic and assisting motorists and only considered when they are the result of the action of another party AND the employee has not unreasonably neglected to wear safety equipment.”

“Regular Wages” are defined as “an employee’s regular base hourly rate, not including stipends, shift differentials or other wage enhancements, multiplied by the employees regular scheduled hours of work, not including overtime.”

If the “Extra Hazardous Activity” injury is subsequently determined not to be work related by the Workers Compensation Board, any payouts made by the County during the 7 day waiting period, will be restored to the County through a deduction in the Employee’s regular accrued sick time.

Each work related injury/incident shall be considered a separate event, including purported “re-injuries” related to a previous claim.

If the employee’s incapacity to work extends beyond 14 days and the employee receives a check from workers comp for lost time, the employee must submit the benefit check(s) received for the first 7 days of lost time to the County.

Appendix H

Allegiant Care

PER CONTRACT STATEMENT

1/1/2025

Increase contribution from employees

Unit member pays a percentage increase amount:

							Increment Monthly	
\$ 1,054.00	<u>Single</u>		Weekly	Monthly		Annual		
4.00%								
	Employee	\$	68.34	296.13	28.1%	\$ 3,553.60	Base price is	
	Employer	\$	174.89	757.87	71.9%	\$ 9,094.40	Single	\$ 1,054.00
							Gross	
	Total Cost	\$	243.23	1,054.00		12,648.00		
							Increment Monthly	
\$ 2,214.00	<u>S +1</u>		Weekly	Monthly		Annual		
4.00%								
	Employee	\$	68.68	297.62	13.4%	\$ 3,571.44	Base	2 Person Coverage 1054.00
	Employer	\$	442.24	1,916.38	86.6%	\$ 22,996.56	S +1	\$ 2,214.00
							\$ 2,214.00	
	Total Cost	\$	510.92	2,214.00		26,568.00	Gross	
							Increment Monthly	
\$ 2,810.00	<u>S+2</u>		Weekly	Monthly		Annual		
4.00%								
	Employee	\$	69.41	300.77	10.7%	\$ 3,609.30	Base	Family Coverage 1054.00
	Employer	\$	579.05	2,509.23	89.3%	\$ 30,110.70	S +2+	\$ 2,810.00
							\$ 2,810.00	
	Total Cost	\$	648.46	2,810.00		33,720.00	Gross	

NO INSR AVAILABLE FOR TEAMSTERS UNDER THIS PLAN

Sergeant Promotional Worksheet Appendix I

Date of Review: _____ Candidate: _____

Review Panel: _____

Eligibility Date: _____

A. Written Exam-Sgt. Only (Raw score ÷ 2) Max 50 points **Score:** _____

B. Oral Board:

Rapid Fire Questions (Raw Score ÷ 3) Max 50 points **Score:** _____

(10-questions, rated 1-5/each question)

Scenarios (Raw Score ÷ 1.8) Max 50 points **Score:** _____

(1-question, rated 1-5 in 6-categories)

Raw Score divide by 150 = %: _____

(Candidate must have overall score of 70% or more in category A and B to be placed on promotional list)

C. Seniority Points

Number of full years of service (1-point per year) Max of 10 **Score:** _____

D. Work Records:

Commendation/Medal of Valor _____ x 3 pt. = _____

Supervisor of Year, Deputy of Year, Elliot Award _____ x 2 pt. = _____

Academic Award, Administrative Award of Merit _____ x 1 pt. = _____

Life Saving Award, Sheriff/Chief Deputy's Annual Award

Subtotal positive points (Raw Score/10-Points Max): _____

Written Warning _____ x -1 pt. = _____

Written Reprimand _____ x -2 pt. = _____

Suspension 1 or 2 days _____ x -3 pt. = _____

Suspension 3 to 5 days _____ x -5 pt. = _____

Suspension 6 days or more _____ x -8 pt. = _____

Subtotal negative points (Raw Score): _____

Total Work Records Points: **Score:** _____

E. Education/Military Service: (See CBA for breakdown, 10-Points Max) **Score:** _____

F. Grand Total: **Score:** _____

APPENDIX J**BLUE PIN LATERAL ENTRY PAY AND VACATION ACCRUAL ADJUSTMENTS**

The adjustments outlined below will be effective the 1st pay week after execution of this January 1, 2023 – June 30, 2025 Contract and in accordance with Article 16, Section L.

Last Name	First Name	Prior Service Years	Previous Pay Step	Previous Base Pay Rate	Total CURRENT L.E. Years	New Pay Step	New Base Pay Rate	Previous Annual Vacation	New Annual Vacation
STICKNEY	CHRISTIAN	26	4	\$29.31	28.35	6	\$33.07	120	200
MESLIN	TODD	18	4	\$29.31	19.62	6	\$33.07	120	200
BRADBURY	JAMES	10	4	\$29.31	11.22	5	\$32.08	120	160
WELCH	DANIELLE	15	4	\$29.31	18.80	6	33.07	120	200

The adjustments outlined below will be effective the 1st pay week after execution of this July 1, 2025 – June 30, 2028 Contract and in accordance with Article 16, Section L.

Last Name	First Name	Prior Service Years	Previous Pay Step	Previous Base Pay Rate	Total CURRENT L.E. Years	New Pay Step (If applicable)	New Base Pay Rate	Previous Annual Vacation	New Annual Vacation
FEENEY	ANDREW	4.2	6	\$46.04	22.8	7	\$50.59	200	200
EMERY	KIMBERLY	3.9	6	\$36.93	19.3	Same		Same	
FERRITER	THOMAS	0.7	5	\$41.41	14.4	Same		Same	
CHANDLER	COLE	2.6	5	\$35.86	14.8	Same		Same	
HALL	ASHLEY	2.3	5	\$35.86	14.8	Same		Same	
MAILMAN	DENNIS	1.6	4	\$40.34	11.2	5	\$45.14	140	160

Cumberland County Sheriff's Office

Lieutenant Promotional Worksheet

Appendix K

Date of Review: _____ Candidate: _____

Review Panel: _____

Eligibility Date: _____

A. Assessment Center/In-Basket Exercise (Raw score x 1.39 ÷ 3) Max 50 points **Score:** _____
(Based on three problem solving exercises, rated 0-4 in 9-categories)

B. Oral Board:

Rapid Fire Questions (Raw Score ÷ 3) Max 50 points **Score:** _____

(10-questions, rated 1-5/each question)

Scenarios (Raw Score ÷ 1.8) Max 50 points **Score:** _____

(1-question, rated 1-5 in 6-categories)

Raw Score divide by 150 = %: _____

(Candidate must have overall score of 70% or more in category A and B to be placed on promotional list)

C. Seniority Points

Number of full years of service (1-point per year) Max of 10 **Score:** _____

D. Work Records:

Commendation/Medal of Valor _____ x 3 pt. = _____

Supervisor of Year, Deputy of Year, Elliot Award _____ x 2 pt. = _____

Academic Award, Administrative Award of Merit _____ x 1 pt. = _____

Life Saving Award, Sheriff/Chief Deputy's Annual Award

Subtotal positive points (Raw Score/10-Points Max): _____

Written Warning _____ x -1 pt. = _____

Written Reprimand _____ x -2 pt. = _____

Suspension 1 or 2 days _____ x -3 pt. = _____

Suspension 3 to 5 days _____ x -5 pt. = _____

Suspension 6 days or more _____ x -8 pt. = _____

Subtotal negative points (Raw Score): _____

Total Work Records Points: **Score:** _____

E. Education/Military Service: (See CBA for breakdown, 10-Points Max) **Score:** _____

F. Grand Total: **Score:** _____