Cumberland County

142 Federal St Portland, ME 04101

Cumberland County

Agenda - Final

Monday, June 16, 2025

5:30 PM

The Board meets on the third Monday of each month at 5:30pm in the Peter Feeney Room unless otherwise noted.

Board of Commissioners

District 3 - Chair Stephen Gorden
District 1 - Jean-Marie Caterina
District 2 - Tom Tyler
District 4 - Patricia Smith
District 5 - James Cloutier

CALL TO ORDER

ATTENDANCE

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

CD 25-016 Approval of the minutes, May 19, 2025, meeting of the Board of Commissioners

Attachments: 2025.05.19 BOCC Agenda Meeting Minutes

INFORMATIONAL REPORT/PRESENTATIONS

CD 25-017 The Cumberland County Jail Board of Visitors will present the 2024 Annual

Report to the Cumberland County Commissioners.

Attachments: 2024JBOVPositionPaper

JBOV AnnualReportResponse
JBOV Annual Report 2024

CD 25-018 Informational - Notice of Renewal of the Safety and Health Award for Public

Employers (SHAPE) awarded to Cumberland County Regional Communications

Center from the State of Maine, Department of Labor 2025-2028.

Attachments: 2025 Maine Dept of Labor SHAPE Renewal

COMMENTS FROM THE PUBLIC

The Board Chair will limit comments to three (3) minutes per speaker.

CONSENT AGENDA

25-055 Authorize the County Manager to execute the Regional Assessing Contract

between the Town of Gorham and Cumberland County.

Attachments: PP - Gorham Assessing 2025

Gorham Regional Assessing Contract 2025 - 2028

25-056 Authorization of County staff to execute a contract with MetLife for a Paid Family

Medical Leave Policy and Life Insurance Policy.

Attachments: PP - MetLife Policy

DOL PFML Approval May 30 2025 PFML Policy MetLife May 2025 25-057 Agreement for Law Enforcement services by and between Cumberland County,

the Cumberland County Sheriff, and the inhabitants of the Town of Chebeague

Island.

Attachments: Chebeague Island PP 2025

Chebeague Island LEC 2025 Contract

25-058 Authorization of the Law Enforcement Services Contract between Cumberland

County, Cumberland County Sheriff's Office, and the Town of Long Island from

June 2025 to September 2025.

Attachments: PP Long Island 2025

Long Island LEC Contract 2025

NEW BUSINESS

25-059 Appointment of Finance Director Theresa Grover to serve as Cumberland

County's Treasurer beginning July 1, 2025.

Attachments: PP - Treasurer Appointment Theresa Grover 2025

<u>25-060</u> Adoption of Successor Collective Bargaining Agreement with the Teamsters

Local 340, Corrections Supervisors July 2025 - June 2028

<u>Attachments</u>: <u>Memo - Tentative Agreement - Teamsters Corrections</u>

Supervisors Contract - July 1, 2025 to June 30, 2028

Red Line - Teamsters Corrections Supervisors - July 1 2025 to

June 30 2028 Final Draft

COMMENTS FROM THE EXECUTIVE STAFF

COMMENTS FROM THE COUNTY MANAGER

COMMENTS FROM THE COUNTY COMMISSIONERS

EXECUTIVE SESSION

<u>25-061</u> To enter into executive session Title 1 M.R.S.A. §405(6)(D) for the discussion

regarding the Lease Agreement between Power Play, LLC and Cumberland

County.

Next Meeting: July 21, 2025

ADJOURNMENT



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: CD 25-016 **Agenda Date:** 6/16/2025 **Agenda #:**

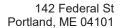
Title:

Approval of the minutes, May 19, 2025, meeting of the Board of Commissioners

Background and Purpose of Request:

Review and approve the attached minutes.

Staff Contact: Katharine Cahoon, Executive Dept





Cumberland County Board of Commissioners Meeting Minutes - Draft

The Board meets on the third Monday of each month at 5:30pm in the Peter Feeney Room unless otherwise noted.

Monday, May 19, 2025

5:30 PM

Feeney Conference Room, County Courthouse, 205 Newbury St, Portland ME 04101

CALL TO ORDER

The Board of Commissioners met for their regularly scheduled meeting at the Cumberland County Courthouse in the Peter Feeney Conference Room, the meeting was called to Order by Chair Stephen Gorden at 5:31 p.m.

ATTENDANCE

County Staff:

James Gailey, County Manager
Alex Kimball, Deputy County Manager
Theresa Grover, Director of Finance
Amy Jennings, Director of Human Resources
Katharine Cahoon, Admin and Special Projects
Kevin Joyce, County Sheriff
Michael Durkin, EMA Director
Michael LoConte, Cross Insurance Arena General Manager

Present:

- Chair Stephen Gorden, Vice Chair Patricia Smith, Commissioner Jean-Marie Caterina, Commissioner Tom Tyler, and Commissioner James Cloutier

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

CD 25-014 Approval of the minutes, April 22, 2025, meeting of the Board of Commissioners

A motion was made by Commissioner Caterina, seconded by Commissioner Cloutier, that this Minutes Report be APPROVED. The motion carried by a unanimous vote.

INFORMATIONAL REPORT/PRESENTATIONS

<u>CD 25-015</u> Informational Report Finance Department FY25 General Fund Budget Report through April 30 2025.

Finance Director Theresa Grover shared that the 83% had been spent across 3 quarters and a month, there is nothing out of the ordinary and there are two months of the year remaining.

COMMENTS FROM THE PUBLIC

The Board Chair will limit comments to three (3) minutes per speaker.

Public comment was received from the following individuals concerned about the current enforcement practices used by US Immigration and Customs Enforcement, or ICE.

Todd Kreshna from Portland; Grayson Lookner, State House Representative in Portland; Craig White of Lisbon Falls; Benjamin Stybal, Portland, originally from St Louis, Missouri; Nancy Markowitz, Portland; Dorothy Blanchett, Portland; Joanne Trappord, Food pantry coordinator in Cumberland County; Katie Riley, Portland; Debbie Reich Snyder, Falmouth; Susan Henderson, South Portland; Ashley Schumacher, Freeport; Amelia Clancy, Portland; Sue Anderson, Portland; Brendan McQuade, Portland; Darcy Drew, Portland; Margaret Albright, Freeport; Clara Porter, Portland; Charlotte Ruddy, Portland; Steve Carroll, Portland; Wade, Portland; Kate Vey, Westbrook; Mallory Har, Portland; Lila Kohrman-Glaser, Portland; and Reach Cushing, Brunswick.

They expressed concern that Cumberland County's current Federal Inmate Jail contract is enabling illegal enforcement practices by ICE. There were also concerns that the Sheriff's Department's law enforcement has been assisting with illegal ICE arrests. Concerns were voiced about the impact on the community of Cumberland County as a result of these practices.

County Sheriff Kevin Joyce spoke in response to concerns about ICE related practices. He stated that Cumberland County does not enforce immigration law, and will not participate. He does not support entering into 287g. His department is responsible for enforcing local law enforcement and will not consider adding 287g. He stated that immigration law is complex, and with only 40 hours of training under 287g, it's an insufficient amount of time to be properly trained. He stated, he met with two new employees today, who have been here two and a half years and from Angola. He found it interesting to talk with them. While the inmates of the jail vary, his job is to accept all arrests, and follow due process. He stated he has been up front about his position and has always refused when ICE has requested a hold on certain inmates, or detainer, in order to conduct a 48 hour investigation. He continues to refuse these requests without probable cause. He stated, local law enforcement can check on people's licenses but they are not tracking where and when individuals crossed the border or if under observation for ICE. Local law enforcement does not have business participating whatsoever in immigration enforcement. He agreed with the public's voiced concerns that it's bad for law enforcement when vans with masked men jump out and take custody of somebody. He stated that he has never instructed his deputies to, "Put a mask over your head, jump out, grab this person, yank them into a van and race off." He stated he wears his uniform and he is being transparent. When his department takes somebody into custody, other than a detective, they will never cover up their faces because the public should know who they are and that they are doing their job. He noted that unfortunately ICE is controlled out of DC, they are not local. He stated that as a member of the Board of Directors for the National Sheriffs, he receives information before it's public, and that Cumberland County and probably all the states and counties in Maine, will be listed as a sanctuary area because they are not signed up for the 287g. He explained that the Jail has 60 to 100 ICE inmates and about 100 federal inmates so the other third are US Marshall inmates. His Sergeant monitors ICE court and he can assure the public that due process is happening every day. The folks in custody are going before the judges at one point or another. He gave some history regarding the county's relationship with the US Marshalls. He has been with Cumberland County Sheriff's Dept for 38 years. For 31 years, the jail has held ICE inmates and Marshall inmates. In 1991, when the county Jail was being constructed, the US Marshals gave the county commissioners a million dollars with an understanding that for 20 years they would have a certain number of beds. This is due to the proximity of the jail to the federal court. He emphasized that he is committed to making sure that the county does not

enforce immigration. He signed on and gave an oath to protect public safety. His position is that he will uphold it as much as he can and believes in due process and everyone is not perfect and there is a need for the influx of new Americans. He noted that some of the new Americans he has met, many are fluent in multiple languages while he struggles with English. Sheriff Joyce closed by saying that the Jail holds federal inmates and it's not uncommon. The situation is being ratcheted up by many sides and his office will do the best they can and do what's right for everybody.

Commissioner Cloutier addressed the public and thanked Representative Lookner for his service. Commissioner Cloutier noted that when he was on the Portland City Council, Immigration Services had arrived at the Preble Street Resource Center where Wayside Soup Kitchen was, and then escorted anyone who was brown or black to the county jail. The arrested individuals were incarcerated and half of them were unable to access the documentation they had to demonstrate they were lawfully in Maine, lawfully working and certainly lawfully having something to eat. The Portland City Council raised hell and Senator Olympia Snow had some friends in the Senate. In 48 hours, the new Immigration supervisor was transferred back to Texas and that was the end of that. The Portland City Council consulted with the Police Chief at the time, Michael Chitwood, who was a famous detective. Police Chief Chitwood argued that immigration is not a police matter. Police Chief Chitwood told the City Council that the City of Portland Police would not enforce immigration law because they have no idea how it works. Commissioner Cloutier assured the public that Cumberland County is not participating with ICE, however ICE is operating within Cumberland County.

He went on to say that Maine has very specific bail laws and people are released from jail while ICE would prefer to detain them. A detainer is an informal agreement where a local jurisdiction will continue to incarcerate somebody without legal basis until ICE can show up with an arrest and with probable cause. He stated that Sheriff Joyce enforces due process in every instance and does not grant detainers. He stated that as a lawyer, during COVID, with the Courthouses closed and everybody masked, under no circumstances was there a detainer or some kind of informal incarceration. He pointed out that is a common practice in other parts of the United States. This is a shameful practice and under no circumstances is it the County's policy that that would ever be the situation. That is not the practice in Cumberland County, individuals at the Jail are under arrest lawfully with probable cause, with the right to both a bail hearing and consideration and due process or they're released. That's it.

Commissioner Cloutier spoke about the history of Maine and it's role supporting immigration and the Underground Railroad which was the last stop before Canada. He spoke about his family's immigration and the challenges that they faced given prejudices toward Irish immigrants. He urged the public to read the poem engraved on the Statue of Liberty. It tells the tyrants of the world that they can kick out whoever they want and those are the people that the US wants. He stated that he appreciated the public comment and a special thanks to the teachers in Portland. He shared that his wife was a reading tutor at the Portland Schools which has a diverse culture. He noted that while on the Portland City Council at one point they had 65 different languages spoken at home for the students of the Portland schools which was around 7,000 students. He commented that it's truly remarkable what people do in order to help kids make progress. He shared that he would be glad to answer any questions the public has and could speak in the hallway after the meeting.

Another member from the public, Bruce, spoke about the Spirit of America Awards. He encouraged the Commissioners to consider participating and had compiled a list of individuals and organizations that should be recognized. Chair Gorden thanked Bruce for his hard work and would follow up with him.

Chair Gorden closed the public comment period around 7:00 pm and recessed for a 5 minute break.

CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Vice Chair Smith, seconded by Commissioner Tyler, to approve the Consent Agenda. The motion carried by the following vote:

Yes: 5 - Chair Gorden, Vice Chair Smith, Commissioner Caterina, Commissioner Tyler, and Commissioner Cloutier

No: 0

Authorization of the Law Enforcement Services Contract between Cumberland County, Cumberland County Sheriff's Office, and the Town of Naples from June 11, 2025 to September 1, 2025.

This Order was APPROVED.

Authorization of the Law Enforcement Services Contract between Cumberland County, Cumberland County Sheriff's Office, and the Town of Frye Island from May 21, 2025 to September 1, 2025.

This Order was APPROVED.

Authorization of the Law Enforcement Services Contract between Cumberland County, Cumberland County Sheriff's Office, and the Maine School Administrative District #6 from August 2025 to June 2026.

This Order was APPROVED.

25-047 Authorization to Utilize Justice Assistance Grant (JAG) Funding to Purchase and Install New Air Conditioning Units in the Mobile Command Post.

This Order was APPROVED.

25-048 Reappointment of David Silk to the Cumberland County Board of Assessment Review for a three-year term 7/2026 - 6/2029.

This Appointment was APPROVED.

25-049 Authorize the County Manager to submit to PowerPlay LLC (Maine Mariners) the ticket subsidy for 2024/2025 in the amount of \$144,183.00.

This Order was APPROVED.

NEW BUSINESS

<u>25-050</u> Award a bid to Buckspan/Deering Team at RE/MAX Shoreline for real estate services.

County Manager Gailey explained that the county would be using ARPA funds to purchase vacant land to create a land bank to partner with developers. The bid submitted proposed that if the seller does not cover commissions they would charge 3% for purchases under \$500,000, and 2.5% over \$500,000.

Commissioner Smith shared that it is a wise use of ARPA funding and supports the investment of affordable housing. Commissioner Caterina shared she is also

supportive of the development of "Workforce Housing". She noted that as a realtor, she is aware of how expensive housing is and supports the investment of ARPA funds in the community.

A motion was made by Commissioner Cloutier, seconded by Commissioner Caterina, that the Order be APPROVED. The motion carried by the following vote:

Yes:

5 - Chair Gorden, Vice Chair Smith, Commissioner Caterina, Commissioner Tyler, and Commissioner Cloutier

No: 0

<u>25-051</u> Appointment of Alyssa Tibbetts, of Tibbetts Law, as Corporation Counsel.

County Manager Gailey shared that the county's legal consultant, Jensen Baird, has closed their government advisory practice. Given the county's working relationship with Alyssa Tibbetts of Jensen Baird, the county will hire the newly formed Alyssa Tibbetts Law for corporation counsel. Additional services offered by Alyssa Tibbetts Law include personnel and labor issues, bonding, and TIF district creation. Other legal services such as contract review will need to be outsourced to another firm, however Alyssa Tibbetts Law will be responsible for the bulk of the county legal work. Commissioner Cloutier stated that he believed that Attorney Tibbetts has always been a good fit for the county.

A motion was made by Commissioner Cloutier, seconded by Commissioner Caterina, that the Appointment be APPROVED. The motion carried by the following vote:

Yes:

5 - Chair Gorden, Vice Chair Smith, Commissioner Caterina, Commissioner Tyler, and Commissioner Cloutier

No: 0

25-052 Adoption of the proposed 2025 Cumberland County EMA Emergency Operations Plan (EOP) as submitted by the Cumberland County Emergency Management Agency.

Emergency Management Agency Director Michael Durkin presented the Cumberland County Emergency Operations Plan, one of three Emergency Operations Plans that his Department crafted. The plan guides what the EMA does during the disaster and in that kind of transition from during the disaster to rebuilding and describes the roles and responsibilities of county personnel. The plan specifically mentions the county Commissioners on page 21. Director Durkin explained that the commissioners during a disaster would provide policy guidance during emergency response efforts in coordination with the County Manager and CCEMA Director.

Director Durkin explained that the EMA is an all hazards agency and the plan details specific scenarios that his agency would manage such as cyber attacks, terrorist threat, or plane crash. Commissioner Smith asked Director Durkin what could change in the following years in regards to planning? Director Durkin explained that hazards come from a different planning process and a different planning document. The last EOP was in 2019 and included input from 3 different Towns. This EOP includes input from 22 different Towns and includes

input from hospitals and utility providers. He does not foresee any major shifts, winter weather will continue to be the highest threat. In the past mass shootings were not a high threat but that has changed since the Lewiston City tragedy. The biggest change is the incorporation of an incident support model that deviates from the Federal support model and is tailored to the needs of the county.

Chair Gorden asked Director Durkin if he sees consolidation of some services in communities. Directory Durkin confirmed that he is seeing a lot more municipalities lean on the Emergency Management Agency for support because they cannot afford to have a fulltime their own emergency manager and they often end up creating a dual role with the fire chief who may not be available for emergency management as they're supporting fire management. Director Durkin stated that he expects a smaller FEMA organization in the future and towns will need to rely on the county EMA for resources. There are a handful of towns that he is working with for shared responsibilities.

A motion was made by Commissioner Cloutier, seconded by Commissioner Caterina, that the Order be APPROVED. The motion carried by the following vote:

Yes:

5 - Chair Gorden, Vice Chair Smith, Commissioner Caterina, Commissioner Tyler, and Commissioner Cloutier

No: 0

<u>25-053</u> Approval of the 2025/2026 Cross Insurance Arena Operational Budget, Capital Budget & Trustee Budget.

County Manager Gailey shared that the Cross Insurance Arena budget has been in the black for the past four years. General Manager Mike Loconte presented the Cross Insurance Arena's budget. He shared that the Arena has diversified some of the entertainment headlines with Broadway shows, trade shows, and professional conferences. He stated that some of the top performing shows included Nitrocircus, Kevin Hart, "Fluffly" Gabriel Inglesias. The combination of those shows will allow the Arena to end in the black. For the upcoming fiscal year, there is an increased operating income via the events with the structuring of ticketing fees without scaring the promoters. Operating costs for the building were around the \$3 million mark and he expects them to go higher in the future. Costs increased for utilities and technology, approach costs by performing preventative maintenance and planning properly for capital improvements. The Arena was built in 1977, with a major upgrade in 2014, but there are a lot of old parts of the facility that need to be maintained and replaced. For upcoming shows, a few shows that are not returning in 2026 and some that are in 2027, he will seek out shows to backfill them.

Chair Gorden asked GM Loconte to elaborate on preventative maintenance. GM Loconte stated that he looks at maintenance expenses over the past three years, what has been the most expensive. For example, filters for the HVAC system, and will get ahead of the previous years and secure a contract with a vendor that is going to be all-inclusive for all filters and offer a significant discount. County Manager Gailey stated that capital improvements would be part of the asset management schedule that is being coordinated with Facilities.

GM Loconte highlighted the arena capital needs, \$100,000 of locker rooms, an overhead rolling Zamboni tunnel door as recommended for replacement by the fire marshall's office, desktop computers AutoCAD, broadcast room AC, surveillance and alarm door system, replace the controls within the RGBs, \$10,000 for a video control system to remotely control concourse TVs for a total of 83 TVs, phased installation of portable bars. He continued, that hockey net winches for the nets behind each hockey net that protects the audience need replacement. The major item is the speaker system, the first phase of changing mixers and some amplifiers took place last summer, estimated at \$50,000. Another replacement includes Club blinds in the Hall of Fame Lounge. Overall proposing 2025-26 capital plan of \$287,500 through a combination of reserves and \$80,000 from the general fund for the Cross Insurance Arena each year. Other improvements include an HVAC control upgrade, replacement of the ice deck, roof surfacing AC chiller compressor which is scheduled for 2026-27 for a total of \$325,000. Future improvements include replacing the concrete floor, the Zamboni and the portable stage. Replacements for 2032-33 include a scoreboard and another Zamboni. GM Loconte added that included in the locker room upgrade would be furniture for the talent's dressing room. They are currently renting furniture from Rent-A-Center to furnish the dressing room. He added that enhancing the experience for the artists at the Arena helps solidify the relationship with the artist and the promoter to ensure that they return for future performances. Commissioner Tyler confirmed that this was true and customer service of the Arena staff has built a strong reputation in the entertainment industry.

County Manager Gailey explained the Trustees Budget will need to be approved. It includes operations for Management Incentive Fee of OVG 360 and Arena staff met benchmarks this year. The budget also includes insurance for the building and auto that equals up to \$261,000, three budgets total need to be accepted. Chair Gorden clarified that the budget would amount to a 3% increase, County Manager Gailey stated that there is no increase because it's operational costs from the enterprise fund, the budget is projected to be negative but could be positive.

A motion was made by Commissioner Cloutier, seconded by Commissioner Caterina, that the Order be APPROVED. The motion carried by the following vote:

Yes:

5 - Chair Gorden, Vice Chair Smith, Commissioner Caterina, Commissioner Tyler, and Commissioner Cloutier

No: 0

COMMENTS FROM THE EXECUTIVE STAFF

Commissioner Caterina asked that comments be shared before going into Executive Session.

Sheriff Joyce shared that his staff worked with EMA Director Durkin for a tabletop exercise for a Jail Evacuation exercise. He stated that hiring continues. He recently met some new hires at the Jail and one was from Angola and spoke multiple languages. Sheriff Deputies are down and some positions with funding from a DA Grant and there is a new hire from North Carolina.

Finance Director Grover stated that the new payroll system piloting works well. Staff have been meeting weekly since October to implement the new system. The Jail Cooks unit will be the first group

to test with the new payroll system. Recently rolled out a new system for Probate to make it more transparent per the recommendation of the audit. There has been positive feedback about the new process from staff. She stated that she has been working with Sandy and the SEFA audit.

HR Director Amy Jennings shared that negotiations continue, there is a tentative agreement with the Teamsters Corrections Unit. She is getting a TA and has follow-up paperwork and redlining the documents so the Union can hold a vote. HR is in mediation and has a second meeting with a mediator next week with NECU corrections.

She stated that she will discuss the other two agreements with Commissioners in the executive session. There is a lot of effort going into hiring, they have lost some corrections officers due to transfers into other units. To date they have hired 30 correction officers since the beginning of the year, 12 are in the last stage of the hiring process. She estimated that if eight or nine come out that would be great. The trend is about 90% with 56 in the entire hiring process. Overall, the numbers look really good for corrections hiring. Working with law enforcement as they're down five.

Deputy County Manager Kimball gave an update on the Northport building, they have started shifting gears to figure out exactly how things are going to work and how staff will transition over as efficiently as possible. They are very close to the finish line and guess that the July Commissioner meeting will be held in the new building.

COMMENTS FROM THE COUNTY MANAGER

County Manager Gailey stated that June 10th they would make the decision about where the June Commissioner Meeting would be held so that the public can be notified in a timely manner. He noted that the new meeting space is twice the size of the current meeting space.

COMMENTS FROM THE COUNTY COMMISSIONERS

Commissioner Cloutier stated that he attended the Regional's for Special Olympics along with almost 1,000 other people at Bonnie Eagle athletic fields last week. Various events were qualifying for the state special Olympics which will be in a couple of weeks at the University of Maine Campus. The event is held over two days and includes athletic competitions, a parade, and a dance. He noted that the Special Olympics in this area have a structured day program or a school with athletes who want to be on a team. There is a lot more practice and training for the athletes which has changed substantially over the last couple of years compared to what it had been for decades. He closed by saying he was glad that Spring had arrived.

Commissioner Caterina agreed that she was glad that spring had arrived. She shared that she and Chair Gorden were in committee meetings together all day. She is on the legislative policy committee and feels like she was thrown into the fire right off the bat. She is the co-chair with Chair Gorden for the state commissioners. She is enjoying the work and has worked for the Maine Department of Labor in the past as Assistant Commissioner in charge of legislative affairs almost 40 years ago. She commented that things had not changed in the legislature, even with 8 million bills. It is a little disorganized and many things are done at the last minute. She shared that jail funding is a major concern and it's a really good thing. Her current committee as a legislative group, is a great group of commissioners and administrators and whomever represents the sheriff. The group meets once a week to review legislation and the group works closely with Maine Sheriffs Association and the Maine Municipal Association so that they are more unified. She shared that the jail funding has been the major impetus and as of this minute everything could change. It looks like they have \$20 million the base which came out before they go into a special session. The Governor's office has put forth \$4 million for MAT treatment and advised or suggested or put forward another \$4 million, it will need to go through appropriations.

There is a goal of 30% to 35% in future if the state mandates something, the state needs to pay for it. This will address the issue that the state continues to make rules, and there is no funding. Otherwise it will be passed along to property taxes. Some things are successful like more fees for the Registry of Deeds. She stated that it's been an interesting year and learning more about the county operations and they work with the state. She encouraged the Board to contact their legislative connections and let them know that the county needs jail funding.

Chair Gorden added that the budget for jails was around \$140 million for the state and needs additional funding which in theory falls back on top of the municipalities as the only other source of funds are property taxes. He echoed that the committee is working well together and aligned with the Sheriffs. And there is a lot more impact in the legislature on various issues.

Commissioner Tyler shared that he had the privilege of attending the housing report at the Town of Naples a couple weeks ago. He attended the event with County Manager Gailey and there were at least 35 members for the public that attended. He learned a lot from the event and there is some misinformation circulating about homelessness. He suggested a subcommittee as a potential solution.

Commissioner Smith wished everyone a Happy Memorial Day weekend.

Chair Gorden stated that of the request to meet with the Commissioners. He will follow up with the Board about their thoughts to address their concerns. Commissioner Cloutier thanked Sheriff Joyce for addressing the public. He stated that there could be potential for some collaboration regarding elements of concern.

EXECUTIVE SESSION

25-054

To Enter into Executive Session in accordance with Title 1 M.R.S.A. §405(6)(D) for the discussion of labor contracts between Cumberland County and the Cumberland County Communications Association as well as the Teamster Law Enforcement Union.

Time Into Executive Session: 8:10 p.m.

A motion was made by Commissioner Cloutier, seconded by Commissioner Caterina, that the Executive Session be APPROVED. The motion carried by the following vote:

Yes:

5 - Chair Gorden, Vice Chair Smith, Commissioner Caterina, Commissioner Tyler, and Commissioner Cloutier

No: 0

Time Out of Executive Session: 8:37 p.m.

A motion was made by Commissioner Cloutier, seconded by Commissioner Caterina, that the Executive Session be CONCLUDED. The motion carried by the following vote:

Yes:

 Chair Gorden, Vice Chair Smith, Commissioner Caterina, Commissioner Tyler, and Commissioner Cloutier

No: 0

Next Meeting: Monday, June 16, 2025

ADJOURNMENT

At 8:38 P.M., a motion was made by Tom Tyler, seconded by Stephen Gorden, to ADJOURN the MEETING. The motion carried by a unanimous vote.



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: CD 25-017 Agenda Date: 6/16/2025

Agenda Item Request:

The Cumberland County Jail Board of Visitors will present the 2024 Annual Report to the Cumberland County Commissioners.

Background and Purpose of Request:

Requestor: [Courtney George, LEC]

Pursuant to Title 30A, Part 1, Chapter 13: County Jails and Jailers§1651, Examination of Jails; Board of Visitors., I am forwarding a copy of the 2024 Cumberland County Jail Board of Visitors Annual Report. The Chair of the Board of Visitors, Colleen Hilton and other members would like to make the presentation in person at the next County Commissioners meeting.

Presentation: [Yes]

Effective Date if Applicable:

Would like to present at the next Commissioners Meeting. Please confirm if they should attend.



TO:	Cumberland County Commissioners
FROM:	Kevin J. Joyce, Sheriff
DATE:	05-23-2025
SUBJECT:	Jail Board of Visitors 2024 Annual Report

Requested Action:

Roll Call Vote if Meeting Remotely:

Rev 1.2022

The Cumberland County Jail Board of Visitors requests an opportunity to present the 2024 Annual Report to the Cumberland County Commissioners.

Background & Purpose of Request: Pursuant to Title 30A, Part 1, Chapter 13: County Jails and Jailers§1651, Examination of Jails; Board of Visitors., I am forwarding a copy of the 2024 Cumberland County Jail Board of Visitors Annual Report. The Chair of the Board of Visitors, Colleen Hilton and other members would like to make the presentation in person at the next County Commissioners meeting.

16

Page | 1

Chair of Board, Date

Rev 1.2022 Page | 2



CUMBERLAND COUNTY SHERIFF'S OFFICE

Kevin J. Joyce
 SHERIFF

Brian R. Pellerin
 CHIEF DEPUTY

36 County Way, Portland, Maine 04102

Phone (207)774-1444 - fax (207)828-2373

May 22, 2025

Good afternoon Senator Beebe-Center, Representative Hasenfus and distinguished members of Criminal Justice and Public Safety Committee, and Cumberland County Commissioners.

This response to recommendations made by the Cumberland County Jail Board of Visitors 2025 Annual Report at the Cumberland County Jail is pursuant to Title 30A, Part 1, Chapter 13: County Jails and Jailers §1651, Examination of Jails; Board of Visitors.

PERIMETER SECURITY:

Jail Administration is exploring cost-effective temporary and permanent safeguards to improve perimeter security of the facility due to the transient challenges of an open campus. These safeguards could include staffing posts such as mobile patrols, physical barriers such as fencing, and additional monitoring capabilities with enhanced video camera coverage.

It has been said that either the City of Portland or the Sheriff (Sheriff Wesley Ridlon) at the time of construction, did not want the current structure to look like a jail or corrections facility. Therefore, there was no fencing put around the campus. However, it is in fact a jail and Corrections facility. In 1992 when the facility was built, substance use disorders, mental health concerns and crime was very low. In a world that is consistently pushing "Homeland Security", there is a need for updated security enhancements.

For instance, in April 2020, we had the father of a sexual assault victim come onto the Cumberland County Sheriff's Office property with a Humvee and commence to ram a vehicle parked in front of the jail picking up the assailant of the sexual assault. The Humvee repeatedly rammed the vehicle and eventually pushed the vehicle up against the pillars in the front of the jail. Eventually, the situation was resolved when Portland PD arrived with an Armored vehicle and blocked the Humvee at gunpoint from moving. The driver was eventually arrested and charged as well.

There have been other occasions when a vehicle entered the Sheriff's Office campus at a high rate of speed and pulled up as if it was going to drive through the double door entry of the jail. Recently,



another individual was seen pushing the bollard placed in front of the entry door of the law enforcement center.

In December 2024, a police chase involving Portland PD entered the campus and the suspect drove around the outer perimeter of the jail at a high rate of speed. We were fortunate that our employees were not outside and potentially struck. The vehicle pursuit left the property and the operator was eventually stopped in another part of Portland.

We need to eventually add some additional security cameras. While a fence surrounding the property is a desire, the cost without grant funding is cost prohibitive to place on Cumberland County taxpayers.

INMATE MENTAL HEALTH CHALLENGES:

Jail Administration is exploring alternative cell-molded furnishings with a ligature-resistant design that reduces offender safety concerns. Ligature resistant furnishings is another future project. What worked in 1992 when the jail was built doesn't necessarily work in 2025. Unfortunately, with the large number of individuals struggling with substance use disorder and/or mental health, the risk of suicide is high. A design for the times 30 +/- years ago doesn't translate into an optimal design today.

The security and mental health staff meet on a weekly basis to discuss and strategize engagement of offenders who have mental health challenges to manage this type of population properly. This practice will continue and be adjusted to best practices.

Our medical provider under the leadership of Health Service Administrator Kyle Manahan has worked with security staff to manage those suffering from mental health issues, behavioral concerns and substance use disorders. Through the teamwork of my staff and Kyle's staff, the number of occasions requiring use of force and/or requiring medical interventions has been reduced dramatically. Our Mental Health Services group has been working with inmates in our Special Housing Unit in an attempt to recognize some common traits that might indicate why various inmates are prone to being sent to the Special Housing Unit, and methods of resolving those traits before they occur.

Kevin J. Joyce, Sheriff Cumberland County



Cumberland County Jail Board of Visitors Annual Report



Prepared by: Colleen Hilton, Chair; Garrett Stewart; William Baker; Karen White; Amanda Place; Haley Virusso; Kiley Wilkens-O'Brien

Date Submitted: May 7, 2025

JAIL OVERVIEW

The Cumberland County Jail is the largest county jail in Maine, serving a diverse population. The facility operates with a mission to provide a safe, secure, humane, and cost-effective environment for individuals detained under the jurisdiction of the county. The jail maintains accreditation through the American Correctional Association (ACA), the National Commission on Correctional Health Care (NCCHC), and is certified under the Prison Rape Elimination Act (PREA).

The Cumberland County Jail also houses federal detainees under agreements with the United States Marshals Service (USMS) and Immigration and Customs Enforcement (ICE). As of 2024, the facility holds 58 federal detainees, and the jail receives \$150 per detainee per day for housing them. Due to this federal contract, the jail undergoes annual audits by USMS and ICE to ensure compliance with federal detention standards, including access to legal counsel, detainee rights, and grievance procedures.

Federal detainees are entitled to legal representation and advocacy, including access to the Immigrant Legal Advocacy Project (ILAP). ILAP provides legal aid, know-your-rights presentations, and assistance with immigration cases for eligible detainees. The Board of Visitors recommends ensuring consistent access to ILAP and other advocacy organizations to support detainees facing asylum claims, immigration court proceedings, or removal defense. Additionally, the Board will monitor whether expanded ILAP office hours or virtual consultations are necessary to meet the needs of the detainee population.

CUMBERLAND COUNTY JAIL BOARD OF VISITORS

Title 30-A: Municipalities and Counties Chapter 13: County Jails and Jailers

Per the statute, the county commissioner shall examine the jail in their county and take necessary precautions to ensure the security of prisoners, prevent infection and sickness, and accommodate them.

This is accomplished via the Cumberland County Jail Board of Visitors. Additionally, the Board of Visitors (BOV) per (Title 30-A 1651) also have the following obligation: "Each BOV shall inspect the correction facility to which it is assigned, subject to reasonable restrictions required by the sheriff to ensure the security of the jail and make recommendations to the sheriff with respect to residents who are mentally ill."

JAIL BOARD OF VISITORS MEMBERS

Colleen Hilton, Chair

Colleen is a retired health care executive. She served as the President of Continuing Care for Northern Light Health until 2024. She served three terms as the Mayor of Westbrook and was appointed to two Gubernatorial Boards.

Garrett Stewart, Member

Garrett is a Maintenance worker for the South Portland School System. He has a history of union organizing. He has been on the Executive Committee of the AFL-CIO and is a South Maine Labor Council board member. He resides in Portland.

William Baker, Member

William Baker is a retired law enforcement officer who has served as a police chief in Maine and Massachusetts. He has an extensive history in corrections and public safety and is also an attorney. Bill currently works for the NFL.

Amanda Place, Member

Amanda is a licensed Alcohol and Drug Counselor and Certified Clinical Supervisor. Amanda is on the Survivor Advocacy Board for Prebble Street and is an advocate for recovery and survivors of human trafficking. Amanda has worked in the field of substance abuse for a variety of local organizations for the past 8 years. She is currently the Program Director for residential services at Recovery Connections of Maine.

Karen White, Member

Karen White is a lifelong educator having worked in the Portland Public Schools, and is recently retired from the Education Department in the Community College System. Karen has the personal experience of having an incarcerated family member. She has an interest and understanding of the potential needs of inmates and cares about how those needs are met.

Hailey Virusso, Member

Hailey Virusso is a Licensed Clinical Social Worker and Director of Preble Street's Anti-Trafficking Services (ATS). With over ten years of experience, Hailey has built her career on the development and provision of supports and services to best meet the needs of Maine's most vulnerable communities, including systems-involved youth, youth experiencing homelessness, and survivors of human trafficking. Her work is framed in the understanding that these issues are intersectional, focusing on the systems that impact our community members' access to safety and stability. Joining the Cumberland County Jail's Board of Visitors has allowed Hailey to integrate her understanding of the impact the carceral system has on survivors of trafficking to

inform the development of trauma-informed practices and enhance identification efforts to improve survivors' health outcomes.

Kiley Wilkens-O'Brien, Member

Kiley Wilkens-O'Brien is a behavioral health strategist specializing in the intersection of mental health and the criminal justice system. She currently serves as the Board's mental health-focused member. Kiley is a nationally recognized leader regarding ethical crisis response and dignity-driven suicide postvention practices. As a consultant, she provides mitigation expertise for the Maine Commission for Public Defense Services.

FACILITY INSPECTIONS & CONDITIONS

The Board of Visitors conducted inspections of the facility and engaged in interviews with both staff and residents. During these visits, the facility was observed to be clean and well-maintained, with professional interactions between staff and incarcerated individuals. The Board met on January 11, 2024, September 18, 2024, and November 20, 2024, to review facility operations and address ongoing concerns.

INMATE WELFARE & RIGHTS

Medical and mental health services remain a key focus for the facility. In response to recommendations from the previous year, the jail transitioned to a new electronic health record system, CorEMR, which has improved efficiency in medical service delivery. The medical team, under the leadership of our HSA, includes a medical director, a behavioral health director, nursing staff, and dental services. The facility has also made efforts to reduce critical incidents in the Special Housing Unit and facility wide, implementing strategies that have significantly lowered the use of force incidents. The jail currently supports 135 inmates in medication-assisted treatment programs.

There were two accidental inmate deaths during this reporting period. The operational mortality review of the inmate's death found that the facility was largely compliant with mandatory standards regarding inmate supervision, intake procedures, and emergency response protocols. The jail properly reported the death to relevant agencies, maintained accurate facility logs, and ensured that high-risk security areas were monitored. Staff followed appropriate protocols for intake screening, identifying medical and mental health needs, and documenting supervision intervals. However, the review identified a non-compliance issue regarding correctional staff CPR certifications, as some personnel had expired credentials at the time of the incident. This deficiency was corrected immediately, and all staff have since obtained current certifications. The review concluded that supervision requirements were met, and no additional procedural failures were identified. Moving forward, the facility should

continue to monitor staff training compliance to ensure adherence to life-saving certification requirements

GRIEVANCES

The grievance system remains an essential function of facility oversight. Facility operations also include ongoing efforts to recruit and retain corrections officers, with particular attention to training programs designed to support a diverse and growing workforce.

The number of offender grievances filed during this annual review was 291, which is average based on the census population. The statistics are maintained for each category, which was reviewed with the Lieutenant overseeing the process, and no significant concerns or patterns were noted.

FINANCIAL OVERSIGHT & TRANSPARENCY

Financial oversight includes the use of external grants and donations to support jail programming. The facility received an \$80,000 donation from The Point Church a couple of years ago to assist inmates with housing, transportation, and clothing upon release. Additionally, the facility has benefited from the Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP), which provides funding for reentry services and medication-assisted treatment. The next iteration of this program, the COSSUP Pathways for ME grant, which began in October 2023 and it will last until the end of September 2026. The Sheriff is also exploring opportunities to leverage opioid settlement funds to further expand treatment options for individuals nearing release.

The Board has not assessed commissary pricing and affordability, but intends to conduct a review of pricing compared to community retailers. It was noted that inmates do not have access to hair ties, which presents both hygiene and dignity issues. This will be investigated further.

STAFFING & OPERATIONS

The jail is currently staffed by approximately 140 employees, including corrections officers, supervisory staff, and civilian personnel. Major Tim Kortes serves as the jail administrator, supported by Captain Dani Demers, responsible for operations, and Captain Erik Frigon, overseeing administrative support services. The facility has a rated capacity of 570 inmates but operates with an average daily population of 386 due to staffing constraints. The partnership with Armor Health ensures that inmates receive comprehensive medical, dental, and behavioral health care during their confinement.

RECOMMENDATIONS & FOLLOW-UP ACTIONS

The Board of Visitors presents the following recommendations for 2025. The jail should ensure compliance with updated statutes governing the Board's role in facility oversight. Security measures should be enhanced through additional surveillance cameras and upgraded monitoring software, particularly to address concerns raised by correctional officers regarding activity around the facility perimeter. The USMS may require that cells be upgraded to eliminate metal beds which pose self-harm risk. The Board would encourage funders to support this upgrade facility-wide, as this risk should be mitigated for all inmates, not just federal detainees.

Increased diversity within the corrections workforce necessitates additional support and training for both new recruits and existing staff to foster workplace success and retention. The Board also encourages continuing efforts to improve mental health services and reduce incidents in the Special Housing Unit.

The Cumberland County Jail remains committed to the safety, well-being, and rehabilitation of incarcerated individuals while maintaining the integrity of facility operations. The Board of Visitors will continue to support and monitor these efforts in collaboration with the jail administration, ensuring that the facility meets statutory requirements and best practices in correctional management.

JAIL ADMINISTRATOR'S RESPONSE TO RECOMMENDATIONS AND FOLLOW UP ACTIONS

The Jail Administration is exploring cost-effective temporary and permanent safeguards to improve perimeter security of the facility due to the transient challenges of an open campus. These safeguards could include staffing posts, such as mobile patrols, Physical barriers, such as fencing, and additional monitoring capabilities with enhanced video camera coverage.

Regarding increased offender mental challenges, the Jail Administration is exploring alternative cell-molded furnishings with a ligature-resistant design that reduces offender safety concerns.

The security and mental health staff meet weekly to discuss and strategize engagement with offenders who have mental health challenges to manage this type of population properly. This practice will continue and be adjusted to best practices.

The Board also recommends that the Correction Staff receive a new and improved locker room area to store their uniforms and equipment. The current lockers are outdated and too small, not in line with the equipment the staff needs to use daily. The jail administration will review funding for locker room upgrade.



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: CD 25-018 **Agenda Date:** 6/16/2025

Agenda Item Request:

Informational - Notice of Renewal of the Safety and Health Award for Public Employers (SHAPE) awarded to Cumberland County Regional Communications Center from the State of Maine, Department of Labor 2025-2028.

Background and Purpose of Request:

Requestor: Laurie Simon, Human Resources

Cumberland County Regional Communication Center has received a renewal of the Department of Labor's Shape award from the initial award to the County in March of 2023. The CCRCC is exempt from BLS inspections from 2025 to January 2028.

No presentation, no action, informational only.



LAURA A. FORTMAN Commissioner

KATE BURKHART Director

May 13, 2025

Ms. Laurie Simon Cumberland County Government 142 Federal Street Room 110 Portland, ME 04101

Dear Ms. Simon,

Thank you for another successful renewal of the Department of Labor's SHAPE award. Because of your efforts and the efforts of the employees of the Cumberland County Regional Communication Center, you have again received the highest honors for promoting and consistently improving conditions for the safety and health of employees.

Enclosed is your date tag to be attached to your existing SHAPE plaque, which should be attached at your earliest possible convenience. Even though the Cumberland County Regional Communication Center has exempted themselves from BLS inspections, we hope that you will still use the services of the Department of Labor whenever possible, and you will seek and help other employers to help promote the SHAPE program.

Your SHAPE award and exemption has been extended to January 2028.

Sincerely,





Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: 25-055 Agenda Date: 6/16/2025 Agenda #:

Agenda Item Request:

Authorize the County Manager to execute the Regional Assessing Contract between the Town of Gorham and Cumberland County.

Background and Purpose of Request:

The attached document is a new 3-year contract with the Town of Gorham for the County to provide Regional Assessing services to the Town.

Effective Date if Applicable: July 1, 2025 through June 30, 2028



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: 25-055 **Agenda Date:** 6/16/2025

Agenda Item Request:

Authorize the County Manager to execute the Regional Assessing Contract between the Town of Gorham and Cumberland County.

Background and Purpose of Request:

The attached document is a new 3-year contract with the Town of Gorham for the County to provide Regional Assessing services to the Town.

Effective Date if Applicable: July 1, 2025 through June 30, 2028

CUMBERLAND COUNTY CONTRACT FOR ASSESSING SERVICES

July 1, 2025 to June 30, 2028

CONTRACT FOR ASSESSING SERVICES BY AND BETWEEN THE CUMBERLAND COUNTY BOARD OF COUNTY COMMISSIONERS AND THE TOWN OF GORHAM

This Contract, effective July 1, 2025 is made by and between the Town of Gorham, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), and the County of Cumberland (hereinafter referred to as "COUNTY"), to provide assessing services within the town limits of Gorham, Cumberland County, Maine.

WITNESSETH:

- **WHEREAS**, the TOWN expects the maintenance of a high level of assessing services in conjunction and harmony with its fiscal policies of sound, financial management;
- WHEREAS, the TOWN also expects that the assessing services be performed such that the citizens of the TOWN retain the sense of community they enjoy;
- **WHEREAS**, the COUNTY has agreed to provide the TOWN a high level of professional assessing services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth;
- WHEREAS, the TOWN is desirous of obtaining its assessing services through a contractual relationship with the COUNTY; and
- NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged,

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

For the purposes of this Contract, the following terms shall have the respective meanings hereinafter set forth:

- A. Assessor shall mean an individual who is employed by the COUNTY to perform the assessing duties outlined in Article 2 of this contract and designated by the municipal officials of said TOWN as their assessor per State law and/or Charter. The Assessor shall be a Certified Maine Assessor pursuant to 36 MSRS chapter 102.
- B. Suitable office space shall mean a designated desk area with internet access, adequate storage space and furnishings for files, and room for visits from the public.

- C. Town Office shall mean the central office location of the TOWN.
- D. Electronic database shall mean the CAMA (Computer Assisted Mass Appraisal) software database available on the Regional Assessing Server.

ARTICLE 2 – LEVELS OF SERVICE

1. Assessing Services

- 1.1.1. The COUNTY shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional assessing services within and throughout the TOWN to the extent and in the manner herein described.
- 1.1.2. The COUNTY shall assign personnel to provide the level of assessing services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto. These services will include, but not be limited to:
 - 1. Develop and maintain the valuation models for the TOWN individually.
 - 2. Apply new values to properties, which will include, but not be limited to, inspections of properties with building and development permit activity, the creation of new lots from regulatory review approvals, lot splits, lot mergers, lot sales, and other lot modifications affecting property value.
 - 3. Conduct a review and inventory all personal property in the TOWN. Process all personal property 706 asset returns for tax assessment, exemptions and reimbursement according to Maine State Statute.
 - 4. Review and qualify applications for the special land use programs.
 - 5. Update all changes in property information. This will include reading deeds for ownership changes, plotting deed descriptions to determine lot sizes, creating and valuing new lots, updating existing maps to include any lot and boundary changes.
 - 6. Review and qualify applications for all forms of exemptions.
 - 7. Monitor real estate trends to determine when fair and equitable adjustments are necessary in certain and/or all segments, neighborhoods and geographic locations.
 - 8. Perform all the duties required of an assessor under Maine statutes and the regulations of the Maine Bureau of Revenue Services, by way of example and not by way of limitation, the assessor shall perform the tasks assigned in Exhibit A attached hereto.
 - 9. The COUNTY will manage all assessing databases and related software, and will provide real time access to these electronic databases for town employees. Electronic access to the committed data and forms shall be made available to the

- general public. The COUNTY will be responsible for monthly software updates, as the TOWN will be responsible for all software upgrades.
- 10. As a result of TOWNS having different data/mapping standards when it comes to presence on their websites, TOWNS under the County Assessing Program are responsible for the hosting of such data on their respective sites.

2. Supplies, Equipment and Office Furniture.

- 2.1. The COUNTY shall provide suitable office space and supplies for the assessor when he/she is working on COUNTY premises. The TOWN shall provide suitable office space and supplies for the assessor when he/she is working on TOWN premises.
- 2.2. Any supplies and office furniture furnished or purchased by the TOWN shall remain the property of the TOWN.
- 2.3. Any supplies and office furniture furnished or purchased by COUNTY shall remain the property of the COUNTY.

3. Administrative Responsibilities

- 3.1. The Assessor will perform all duties and responsibilities consistent with this Contract under the direction of the County Manager.
- 3.2. The Assessor shall notify the Town Manager in a timely manner of any major/significant value changes, large abatement requests, or other unusual occurrences that occur within the TOWN.
- 3.3. The Assessor shall attend Town Council meetings and other Town meetings upon request of the TOWN, and community meetings and meetings with the Town staff which involve issues of mutual concern. Additionally, when requested by the Town Manager, the Assessor shall provide advice or consent on assessing issues and attend other meetings.
- 3.4. The Assessor shall represent the TOWN in all appeals of valuation, exemptions and other appealable decisions by the Assessor at the local Board of Assessment Review and the Maine Board of Property Tax Review. Representation shall mean preparation, appearance and testimony before the appeal authorities.
- 3.5. The COUNTY shall consult with the TOWN regarding the assignment of an individual to be the Assessor of Gorham. The COUNTY recognizes that the individual must be designated or sworn in by the municipal officials of the Town as the Assessor per State law and/or Charter.
- 3.6. The COUNTY shall make all decisions regarding hiring, firing and discipline of the Assessor (and/or his/her staff) in accordance with County policy. The COUNTY shall accept and consider any input from the TOWN when it makes decisions related to personnel matters as they may pertain to the delivery of assessing services.

- 3.7. When appropriate, the COUNTY shall provide the TOWN with written responses to citizen inquiries and complaints directed towards the Regional Assessor's Office. All responses shall be provided within a reasonable time.
- 3.8. The TOWN shall provide and designate a town employee to assist the Assessor with the taxpayer request and communications that occur on a daily basis.

ARTICLE 3 – OTHER RESPONSIBILITIES

1. Right of Control

The COUNTY shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein; provided, however, notwithstanding any other provision of this contract to the contrary, the TOWN through its Town Manager shall have the right to meet with the County Manager, or his/her designee, to discuss the services provided to the TOWN pursuant to this contract.

2. Assignment of Assessing Duties

The TOWN does hereby vest in the Assessor, to the extent allowed by law, enforcement powers of the TOWN which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the COUNTY hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such Assessor and other staff. The Assessor of the Town so empowered hereby and engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be a sworn officer of the TOWN while performing such services, duties, and responsibilities, which constitute municipal functions and are within the scope of this Contract.

ARTICLE 4 – TOWN RESPONSIBILITIES

1. Office Space

- 1.1. The TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance, pest control, alarm services, and janitorial services, the facility designated as the Town Office. The COUNTY shall maintain its workspace in the Town Office in a clean condition, free from debris, with normal use excepted. In the event the COUNTY, its employees, or appointees destroy, deface, damage, impair, or remove any part of the Town Office, the COUNTY will be responsible, to the extent permitted by law, for repairing or replacing such property.
- 1.2. Future space planning shall be coordinated with the COUNTY and the TOWN.
- 1.3. The use and occupancy by the COUNTY of the Town Office shall include the use in common with others entitled thereto of the automobile parking areas, driveways, pathways, entrance ways, means of ingress and egress easements, loading and unloading

facilities, and other facilities as may be designated from time to time by the TOWN and are subject to the terms and conditions of this Contract.

2. Town's Ordinances

2.1. The TOWN shall provide to the COUNTY access to the Gorham Town Code of Ordinances as adopted, with revisions, as enacted. The TOWN shall provide the COUNTY with an updated zoning map and street map for use at the county office.

3. Revaluations

In recognition of revaluations taking place more routinely than in years past, TOWN shall assume costs of a third-party revaluation. Additionally, funds shall be budgeted to cover a COUNTY third-party review of appeals received by the Regional Assessing Office. Revaluations, completed by a third-party vendor, presents a significant impact to the workflow and staff capacity at the Regional Assessing Office post commitment.

- 3.1 When initiating a community-wide revaluation TOWN's shall meet with the Regional Assessor to discuss timing and work capacity of the Regional Assessing Office.
- 3.2 TOWN's shall budget funds in support of a COUNTY third-party vendor to handle the appeals process. A ballpark cost for these services is ten to eighteen thousand, based on TOWN's population.
- 3.3 Funds will be held in an escrow and any remaining balance of funds will be returned to the TOWN. These funds are only submitted to COUNTY during years the TOWN goes through a revaluation.

ARTICLE 5 – TERM

- 1. This Contract shall remain in full force and effect commencing July 1, 2025 to June 30, 2028 all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.
- 2. The terms and conditions of this Contract are contingent upon the approval of the County Manager.
- 3. The contract is subject to annual funding appropriated by the TOWN's legislative body or by town meeting.
- 4. This Agreement shall automatically renew for one additional 3-year term unless either party provides written notification to the other no later than January 1st of its intent to terminate the contract at the conclusion of that contract year.

ARTICLE 6 – COSTS

1. The total amount due for all assessing services for subsequent years shall be based upon the proposal submitted by the COUNTY during the TOWN's budget process to be approved by the Town Council and/or Town Meeting. The total amount due for all services beginning July 1, 2025 to June 30, 2028 shall be:

\$16,265.56 per month is based off from a \$195,186.71 FY2025/2026 cost for the TOWN's assessing services.

- 1.1 Written notification of annual changes in cost or other provisions of the Agreement must be submitted to the TOWN in writing no later than December 1st of each year. The estimated annual increase during the term of this contract will be 3-4% per year. If TOWN wishes to explore alternative assessing services, said TOWN shall notify the COUNTY no later than January 1st of its intent to terminate the contract at the conclusion of the current contract year.
- 1.2 Prior to the additional 3-year term, both parties shall meet to discuss contract increases over the life of the contract.
- 1.3 The TOWN shall make payment in equal installments on a monthly basis. Installments shall be due the first day of each month until the contract is paid in full.
- 1.4 The COUNTY agrees that the staff providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.
- 1.5 The COUNTY reserves the opportunity to meet with TOWN to discuss staffing levels needed for the program and to pass along costs associated with increased staff to TOWN on a prorated shared basis across all member communities.
- 1.6 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein, except in the event that the Assessor requires independent legal counsel or professional representation in the performance of any of the services provided herein under or the revaluation of property, the costs associated with such legal counsel or professional representation, or revaluation shall be in addition to the consideration set forth above and shall be borne solely by the TOWN.

ARTICLE 7 - INSURANCE

The COUNTY shall maintain coverage for Workers Compensation for its employees in accordance with the provisions of Maine law.

The COUNTY shall maintain liability/casualty insurance - type coverage through the Maine County Commissioners Association Self-Funded Risk Management Pool ("hereinafter "Risk Pool"), with

scope of coverage and coverage amounts as determined by said Risk Pool and documented on the annual member coverage certificate issued by the Risk Pool to the COUNTY. The COUNTY shall provide a copy of said member coverage certificate to the TOWN upon its request.

ARTICLE 8 – REPRESENTATION OF CUMBERLAND COUNTY

The COUNTY hereby represents and acknowledges that those services described in Article 2 of this Contract would not be provided through any appropriation of the annual budget of the COUNTY, in the event this Contract did not exist.

ARTICLE 9 - AUDIT OF RECORDS

The Town Manager or his/her designee may, upon reasonable notice to the COUNTY, examine the existing COUNTY records relating to the services provided pursuant to the terms of this Contract. Said records shall be maintained by the COUNTY in accordance with all applicable laws and regulations.

ARTICLE 10 - STANDARD OF PERFORMANCE

The TOWN and the COUNTY shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of assessors performed under this Contract. The COUNTY agrees to receive and consider, in good faith, all inquiries and requests made by the TOWN.

ARTICLE 11 – INDEMNITY

- 1. Within the limitations of the Maine Tort Claims Act, the COUNTY agrees to indemnify and hold harmless the TOWN, from any and all liability, loss, or damage that the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising out of the COUNTY's performance or failure to perform any of the obligations set forth in this Contract. The COUNTY further agrees to defend any claims brought or actions filed against the TOWN, its officers, agents, and employees with respect to the COUNTY's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.
- 2. Within the limitations of the Maine Tort Claims Act, the TOWN agrees to indemnify and hold harmless the COUNTY from any and all liability, loss, or damage that the COUNTY may suffer as a result of claims, demands, costs, or judgments against it arising out of the TOWN's performance or failure to perform any of the obligations set forth in this Contract. The TOWN further agrees to defend any claims brought or actions filed against the COUNTY with respect to the TOWN's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.
- 3. Neither the TOWN nor COUNTY waive any defenses the parties may have under the Maine Tort Claims Act, or any otherwise applicable waivers under their insurance policies.

ARTICLE 12 – TERMINATION

This contract shall expire on June 30, 2028. The Agreement shall automatically renew for one additional 3-year term unless either party provides written notification to the other no later than January 1st, of a given year, of its intent to terminate the contract at the conclusion of that contract year.

The TOWN or the COUNTY may terminate this Contract with cause throughout the term of this Contract upon written notice to the other party of this Contract; provided, however, that termination shall not be effective until after receipt of a ninety (90) day written notice of such termination. Cause shall be considered as (i) any material breach of the terms of this agreement or (ii) a determination by a court of competent jurisdiction that this Contract or the method of adoption violated the TOWN's Charter or any applicable Maine law. The notice of termination shall state the cause therein.

Written notice required under this Article must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the COUNTY or the Town Manager.

In the event the Town Council establishes its own assessing department; the COUNTY and the TOWN agree there will be no lapse in assessing services. In the event of termination, the individual designated as municipal Assessor shall cease to be such and the TOWN shall have no further obligation, financial or otherwise to said individual.

ARTICLE 13 – TRANSITION

- 1. In the event of the termination or expiration of this Contract, the COUNTY and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the COUNTY to another method of providing assessing services, and to maintain during such period of transition the same high quality of services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.
- 2. In the event of termination or upon expiration of this Contract, the TOWN shall have the option to purchase from the COUNTY any equipment, fixtures, and furnishings furnished by the COUNTY to perform the services provided under this Contract. The purchase price shall be determined by mutual agreement of the parties as to the fair-market value of such equipment, fixtures, and furnishings.
- 3. All electronic and hard copy records are owned by the TOWN and any records that require transfer to the TOWN from the COUNTY record keeping systems shall be transferred at no cost to the TOWN.

ARTICLE 14 - AUTHORITY TO EXECUTE AND ENFORCE

- 1. The County Manager, by his/her execution hereof, does hereby represent to the TOWN that he/she has full power and authority to make and execute this Contract pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.
- 2. The COUNTY, by its execution hereof, does hereby represent to the TOWN that it only has administrative powers to enforce this Contract pursuant to the power so vested in it under the Constitution and Laws of the State of Maine.
- 3. The Town Manager, as duly authorized by the Town Council, by his/her execution hereof, does represent to the County Manager that he/she has full power and authority to make and execute this Contract on behalf of the TOWN. Notwithstanding this provision, the COUNTY agrees and acknowledges that this Contract may be terminated pursuant to Article 12.
- 4. Nothing herein contained is any way contrary to or in contravention of the laws of the State of Maine.

ARTICLE 15 – ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and Contract of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Contract is executed.

IN WITNESS WHEREOF, the TOWN OF GORHAM, by order duly adopted by its Town Council has caused this Contract to be signed by the Town Manager and the County of Cumberland, by order of the County Commissioners, has caused this Contract to be subscribed by the County Manager and the seal of said Board to be affixed thereto and attested by the Clerk of said board, all on the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	COUNTY OF CUMBERLAND
	BY:
	COUNTY MANAGER
•	DATE:
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	TOWN OF GORHAM
	TOWN MANAGER
	DATE: 6/10/25

Exhibit A: Assessor's Duties (Including but not limited to)

- Finalize assessment rolls
- Process abatements and supplements
- Complete commitment documents
- ❖ Complete annual Turn-Around Document for the State of Maine
- Create commitment book and save annual tax maps to mirror commitment book
- Complete Municipal Valuation Return and other forms as required
- Complete the assessing section of the LD1 calculation forms
- Meet State's assessment standards ratio
- Track and Report TIF districts captured real and personal property values
- Calculate and process Tree Growth/Farmland/Open Space penalties
- Attend Board of Assessment Review hearings to defend assessment, abatement, and/or exemption decisions.
- Respond to taxpayer inquiries and maintain public records for public access and respond to requests for meetings with members of the community.
- ❖ Work closely with town staff in completing the commitment process and provide the final assessment data to the TOWN to be uploaded to the accounting software for the creation of year tax bills.

Exhibit B: Municipal Oversight Committee

On an annual basis or more frequently as may be necessary, the County will organize and host a meeting of representatives from each municipality served by the Regional Assessing Department. One person from each community will serve as the official representative for that community, although multiple individuals from each community are welcome. The representatives from each community will collectively comprise the Municipal Oversight Committee (MOC).

The annual meeting of the MOC shall occur annually, between November 1 and December 31 to give communities time to adjust their budgets for the following year as needed.

The purpose of the annual committee meeting will be to:

- * Review communities' satisfaction with services provided to date.
- ❖ Hear suggestions from all parties for improvements to existing services.
- Discuss possible changes or expansions to the scope of services provided.
- Hear a report from the County on possible additional communities interested in joining the program.
- Review the cost allocation model to insure that it is still dividing costs fairly.

The MOC will make recommendations to the County as it sees fit regarding any of the items listed above. If requested by the MOC, the County will then respond to these recommendations within 30 days of the meeting date.

Additional meetings of the MOC may be called for unusual circumstances including, but not limited to:

- Staffing changes involving key personnel.
- * The addition of communities during a contract term.
- Other significant events as warranted.



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: 25-056 Agenda Date: 6/16/2025

Agenda Item Request:

Authorization of County staff to execute a contract with MetLife for a Paid Family Medical Leave Policy and Life Insurance Policy.

Background and Purpose of Request:

Staff have been in discussions with Cross Insurance regarding an alternative plan for the Paid Family Medical Leave (PFML) program.

As you know, the Paid Family Medical Leave program requiring all employers to contribute 1% of employee salaries (split 50/50 between employer and employee) to a new state-run PFML program administered by the Department of Labor was approved approximately a year ago. While the DOL is currently collecting these contributions, the program is not scheduled to begin until next spring.

Given potential challenges with the state program's implementation, we have been exploring alternative third-party solutions, an option for which the County has already received approval from the Department of Labor. Many other towns and counties are also considering this route, and several private insurance carriers offer suitable policies.

County staff believe pursuing a private option is in our best interest. We have secured a rate of 0.83% for two years through MetLife, which is lower than the state's 1% assessment. Furthermore, the MetLife policy wouldn't require payments until May 2026, resulting in immediate savings for both employees and the County.

A condition of the MetLife PFML policy is the requirement to also enroll in a \$10,000 life insurance policy for each employee, with an annual fee of \$7,751.00.

Despite this additional cost for life insurance, our projections indicate that the County could realize approximately \$124,780.98 in savings during the 13-month period from April 2025 to April 2026 by choosing the private PFML plan, primarily due to the delayed start of payments compared to the DOL plan. Even after the private plan payments commence, we anticipate ongoing savings of roughly \$4,500 per month, or \$54,000 annually. We are proposing to cover the \$7,751.00 annual cost of the life insurance policy within these projected savings.

Funding Amount and Source: 2025/2026 General Fund

Effective Date if Applicable: May 2026



TO:	Board of County Commissioners
FROM:	James H. Gailey, County Manager
DATE:	June 16, 2025
SUBJECT:	Third-Party Paid Family Medical Leave Policy

Requested Action:

Authorize County staff to sign a contract with MetLife for a Paid Family Medical Leave Policy and Life Insurance Policy.

Background & Purpose of Request:

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As you know, the Paid Family Medical Leave program requiring all employers to contribute 1% of employee salaries (split 50/50 between employer and employee) to a new state-run PFML program administered by the Department of Labor was approved approximately a year ago. While the DOL is currently collecting these contributions, the program is not scheduled to begin until next spring.

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I have included the Maine DOL letter of approval as well as the MetLife policy.

Rev. 2023 Page | 1



Funding Amount and Source: Budgeted General Fund 2025/2026

Effective Date: May 2026

Attachments: MetLife Contract & Maine DOL letter

Rev. 2023 Page | 2



Maine Department of Labor 45 Commerce Drive Augusta, ME 04330-7889

COUNTY OF CUMBERLAND 142 FEDERAL ST PORTLAND ME 04101-4151 Letter Date: 30-May-2025 Letter ID: L0000056597 Case ID #: 44611

Notice of Private Plan Substitution Approval

Your request for a Maine Paid Family and Medical Leave private plan substitution has been approved.

FEIN: 01-6000004 Plan Type: Fully-Insured

Plan Provider: Metropolitan Life Insurance Company

Plan Number: META - 134417486

Substitution Application Date: May 29, 2025

Benefit Begin Date: May 1, 2026

Premium Exemption Begin Date: April 1, 2025 Premium Exemption End Date: March 31, 2028

Exemption from Premiums

As long as you've paid all related fees and remain in compliance, your substitution is good for three years.

While your substitution is in effect, you do not have to remit premium contributions to the Maine Paid Family and Medical Leave State Plan fund.

How to Remain in Compliance

You still need to comply with the rest of the law and rules, though. For example, you still need to file quarterly wage reports through the Maine Paid Leave Contributions Portal, which you can find at maine.gov/paidleave (or make sure a third party administrator does this for you).

You'll also need to carefully follow the terms and conditions of your approved plan, maintain your private plan, and file an annual data report by July 31st of each year. If we find out your private plan is not providing your employees with sufficient paid leave benefits, your substitution will be revoked.

Here are some examples of reasons we might need to revoke your private plan or impose other consequences:

- Metropolitan Life Insurance Company terminates your plan
- · We don't get your quarterly wage reports by the end of the month following each quarter
- · Your employees don't get the paid leave benefils they're entitled to under the law

When you're in the Maine Paid Leave Contributions Portal, look for the Employer Guide for Fully Insured Plans. It has more information about your ongoing obligations.

(207) 621-5024 [https://pfml.maine.gov/contributions/

Page 1 of 2



Metropolitan Life Insurance Company 200 Park Avenue, New York, New York 10066

Metropolitan Life Insurance Company ("MetLife"), a stock company, will pay the benefits specified in the Exhibits to this policy subject to the terms and provisions of this policy.

MAINE PAID FAMILY AND MEDICAL LEAVE INSURANCE

This policy is intended to comply with the Maine Paid Family and Medical Leave program, 26 Maine Rev. Stat. Subchapter 6-C and implementing regulations (collectively, "the Act"), and will be interpreted and applied to be consistent with the requirements of the Act. If any provision of the policy conflicts with or violates the Act, the provisions of the Act will control, and the policy will be interpreted and applied to comply with the Act, unless the policy provisions are more advantageous to the Employee in which case the policy terms will prevail.

This policy includes a provision which will reduce benefits received by other income sources. Refer to section REDUCTION OF PAID LEAVE BENEFITS for more information.

Policyholder: Cumberland County

Group Policy No.: 5779337-G-ME

EFFECTIVE DATE

This policy will take effect on May 1, 2026

POLICY ANNIVERSARIES

The first policy Anniversary will be May 1, 2027. Subsequent Policy Anniversaries will be May 1, 2028 and each May 1 thereafter. The policy shall automatically renew on each Policy Anniversary with continued payment of premium.

PREMIUM PAYMENTS

This policy, and the insurance provided under it, is issued in return for the payment of required Premiums.

Premiums are payable at the home office of MetLife or to its authorized agent. The first Premium is due on this policy's Effective Date. Any later Premiums are due quarterly on the first day of each Policy Quarter. These dates are the Premium Due Dates.

MetLife and the Policyholder may agree upon a different frequency for the payment of Premiums. In that case, Premium Due Dates will be adjusted to reflect the agreed upon frequency.

POLICY SITUS

This policy is issued for delivery in and governed by the laws of Maine.

Signed as of this policy's effective date at MetLife's home office in New York, New York.

Timothy J. Ring Secretary

Michel Khalaf President

().lu/ Ku

GROUP PAID LEAVE INSURANCE POLICY

Junday)

NON-DIVIDEND PAYING

GPNP25-ME-PFML Page 1

46

POLICYHOLDER OBLIGATIONS

Private Plan Approval

The Policyholder is responsible for obtaining and maintaining approval of its Maine Paid Family and Medical Leave Insurance private plan from the Department in accordance with the requirements of the Act.

Material changes must receive Written approval from the Department 60 days in advance of the effective date of such requested change. A material change is any change which affects the rights, benefits or protections afforded to Covered Individuals under the Act.

Employee Notices

The Policyholder must post a workplace notice and issue to each newly eligible Employee a notice outlining rights and benefits as required by 24-A Maine Rev. Stat. § 2847-C and 26 Maine Rev. Stat. § 850-I, and as otherwise specified in the Act.

MetLife will furnish notices and forms as required by 24-A Maine Rev. Stat. § 2829-A and 24-A Maine Rev. Stat. § 2847-C. This includes information on:

- other income sources that may reduce policy benefits;
- how Covered Individuals may designate a third party to receive notice of lapse or cancellation of coverage due to nonpayment of premium; and
- requesting reinstatement on the basis that such loss of coverage due to nonpayment of premium was a
 result of the Covered Individual's cognitive impairment or functional incapacity.

Reporting

The Policyholder must send the Authority quarterly reports that include the Maine count of individuals, their wages earned Maine for each Covered Individual within 30 days after the end of each quarter, and comply with any other reporting requirements under the Act.

Right to Benefits, Accrual, Job Protection, Employee Retaliation

The Policyholder shall comply with the accrual and job protection requirements and retaliation prohibitions under 26 Maine Rev. Stat. § 850-C, 26 Maine Rev. Stat. § 850-J of the Act, along with any other requirements under the Act that apply to employers.

TABLE OF CONTENTS

Section	Page
POLICY FACE PAGE	
Effective Date	1
Policy Anniversaries	
Premium Payments	
Policy Situs	
POLICYHOLDER OBLIGATIONS	
Private Plan Approval	2
Employee Notices.	
Reporting	
Right to Benefits, Accrual, Job Protection and Employee Retaliation	
TABLE OF CONTENTS	3
DEFINITIONS	F
DELINITIONS	
EFFECTIVE DATE OF INSURANCE ON COVERED INDIVIDUALS	
Date Insurance on a Covered Individual Takes Effect	12
Date Insurance on a Covered Individual Ends	12
PAID LEAVE BENEFITS	
Eligible Paid Leave	12
Continuous Leave, Intermittent Leave or Reduced Leave Schedule	12
Benefit Payment	13
Policyholder Reimbursement	13
Date Benefit Payments End	14
REDUCTION OF PAID LEAVE BENEFITS	14
EXCLUSIONS	14
FILING A CLAIM	4.5
Notice to Policyholder	
Submitting a Claim	
Authorization and Consent	
Claim Determination	
Overpayments	
Overpayments	17
PREMIUM RATE(S)	
Initial Rate(s)	19
Computation of Premiums	
Computation of Premiums for Changes in Insurance	
Right to Change Premium Rates	

TABLE OF CONTENTS (Continued)

Section	Page
GRACE PERIOD	20
END OF INSURANCE PROVIDED BY THIS POLICY	21
GENERAL PROVISIONS	
Entire Contract	
Policy Changes or Waivers	
Incontestability: Statements Made by the Policyholder	22
Incontestability: Statements Made by Covered Individuals	23
Assignment	23
Information Needed and Policy Administration	
Misstatement of Age	
Non-Dividend Paying	23
Conformity with Law	23
SCHEDULE OF EXHIBITS	24
EXHIBIT 1: SCHEDULE OF INITIAL PREMIUM RATES	
EXHIBIT 2: SCHEDULE OF BENEFITS	
EXHIBIT 3: LIST OF POLICYHOLDER'S SUBSIDIARIES, AFFILIATES, DIVISIONS,	
BRANCHES AND OTHER SIMILAR ENTITIES	28

DEFINITIONS

As used in this policy, the terms listed below will have the meanings defined below. When defined terms are used in this policy, they will appear with initial capitalization. The plural use of a term defined in the singular and the singular use of a term defined in the plural will share the same meaning.

Accrued Paid Leave means leave earned by or otherwise provided to a Covered Individual pursuant to a benefit plan or policy offered by the Policyholder including, but not limited to, sick leave, annual leave, vacation leave, personal leave, compensatory leave or paid time off. Accrued Paid Leave shall not include a (i) disability policy or program of the Policyholder; or (ii) paid family, or medical leave policy of the Policyholder.

Authority means the Paid Family and Medical Leave Benefits Authority, under 26 Maine Rev. Stat § 850-0.

Average Weekly Wage means 1/52 of aggregate total Wages paid in Maine to a Covered Individual during their Base Period.

Base Period means the first 4 of the last 5 completed calendar quarters immediately preceding the first day of a Covered Individual's Benefit Year.

Benefit Year means the 12 month period beginning on the first day of the Calendar Week immediately preceding the first date of approved Family Leave or Medical Leave.

Business Day means any day that is not a Saturday, Sunday or state holiday.

Calendar Week means a period of seven consecutive calendar days, beginning on a Sunday.

Child means the Covered Individual or their Spouse's:

- biological child;
- adopted or foster child;
- stepchild;
- a child to whom the Covered Individual or their Spouse has under legal guardianship;
- a child whose parentage has been determined under the Maine Parentage Act, 19-A Maine Rev. Stat. Chapter
 61;
- a child to whom the Covered Individual or their Spouse stands in loco parentis; or
- a person to whom the Covered Individual or their Spouse stood in any of the above relationships when the person was a minor child.

Continuing Treatment by a Health Care Provider means as defined in the FMLA, 29 CFR § 825.102 and includes any one or more of the following:

- 1. <u>Incapacity and treatment</u>. A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - a. Treatment by a Health Care Provider two or more times within 30 calendar days of the first day of incapacity, unless extenuating circumstances exist; or

Continuing Treatment by a Health Care Provider (Continued)

- b. Treatment by a Health Care Provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the Health Care Provider. Treatment includes examination to determine if there is a Serious Health Condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. A regimen of continuing treatment includes a course of prescription medication or therapy requiring specialized equipment to resolve or alleviate the health condition.
- c. The requirement for treatment by a Health Care Provider means an in-person visit or telehealth visit to a Health Care Provider. An in-person or telehealth visit must take place within seven calendar days of the first day of incapacity.
- d. Whether additional treatment visits or a regimen of continuing treatment is necessary within the 30 calendar day period shall be determined by the Health Care Provider.
- e. The term extenuating circumstances means circumstances beyond the Covered Individual's control that prevent the follow-up visit from occurring as planned by the Health Care Provider. Whether a given set of circumstances are extenuating depends on the facts. For example, extenuating circumstances exist if a Health Care Provider determines that a second in-person visit is needed within the 30 calendar day period, but the Health Care Provider does not have any available appointments during that time period.
- 2. <u>Pregnancy and Prenatal Care</u>. Any period of incapacity due to pregnancy, or for prenatal care.
- 3. <u>Chronic Conditions</u>. Any period of incapacity or treatment that prevents the Covered Individual from working due to a chronic Serious Health Condition. A chronic Serious Health Condition is one which:
 - a. Requires periodic visits (defined as at least twice per calendar year) for treatment by a Health Care Provider, or by a nurse under direct supervision of a Health Care Provider;
 - Continues over an extended period of time (including recurring episodes of a single underlying condition);
 and
 - c. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- 4. Permanent or Long-Term Conditions. A period of incapacity that prevents the Covered Individual from working which is permanent or long-term due to a condition for which treatment may not be effective. The Covered Individual or their Family Member must be under the continuing supervision of, but need not be receiving active treatment by, a Health Care Provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
- 5. <u>Conditions Requiring Multiple Treatments</u>. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a Health Care Provider or by a provider of health care services under orders of, or on referral by, a Health Care Provider, for:
 - a. Restorative surgery after an accident or other injury; or
 - b. A condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).
- 6. Absences attributable to incapacity under "Continuing Treatment by a Health Care Provider" Sections 2. or 3. above qualify for leave even though the Covered Individual or their Family Member does not receive treatment from a Health Care Provider during the absence, and even if the absence does not last more than three consecutive full calendar days.

Continuous Leave means leave occurring in blocks for consecutive dates or weeks.

Covered Individual(s) means those Employees who are members of an eligible class stated in the **EXHIBIT 2 – SCHEDULE OF BENEFITS** and are insured under the policy.

Covered Service Member means:

- 1. a member of the United States Armed Forces, including the National Guard and the Reserves of the United States Armed Forces, who is:
 - a. undergoing medical treatment, recuperation or therapy or otherwise receiving outpatient treatment; or
 - b. otherwise on the United States Armed Forces' temporary disability retired list for a serious injury or illness that was incurred by the member in the line of duty in the United States Armed Forces or a serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the United States Armed Forces; or
- 2. a former member of the United States Armed Forces, including the National Guard and the Reserves of the United States Armed Forces, who is undergoing treatment, recuperation or therapy for a serious injury or illness that was incurred by the member in the line of duty in the United States Armed Forces or a serious injury or illness that existed before the beginning the member's active duty and was aggravated by service in the line of duty on active duty in the United States Armed Forces and manifested before or after the member was discharged or released from service.

Days means calendar days.

Department means the Maine Department of Labor.

Domestic Partner means one of 2 unmarried adults, one of whom is a Covered Individual of the Policyholder, who are domiciled together under long-term arrangements that evidence a commitment to remain responsible indefinitely for each other's welfare.

Employee means a person who may be permitted, required or directed by the Policyholder in consideration of direct or indirect gain or profit to engage in any employment in the state of Maine. The term does not include independent contractors.

Employer means the Policyholder shown on the face page of this policy and any subsidiaries, affiliates, divisions, branches or other similar entities of the Policyholder as set forth in the Exhibits to this policy.

Employment means a service performed for wages.

Employment Benefits means all benefits provided or made available to Covered Individuals by a Policyholder, including, but not limited to group life insurance, health insurance, disability insurance, sick leave, annual or vacation leave, education benefits and pensions.

Exhibit means any attachment to this policy referred to in the Schedule of Exhibits. Exhibits to this policy include a Schedule of Initial Premium Rates; a Schedule of Benefits; and a list of Policyholder subsidiaries, affiliates, divisions, branches or other similar entities; and such other attachments as agreed to by MetLife and the Policyholder.

Family Leave means leave taken by the Covered Individual for any of the leave reasons noted below:

- to bond with the covered individual's Child during the first 12 months after the Child's birth or the first 12 months after the placement of the Child for adoption or foster care with the covered individual;
- to take care of a Family Member with a Serious Health Condition;
- to attend to a Qualifying Exigency;
- to care for a Family Member of the Covered Individual who is a Covered Service Member;
- to take Safe Leave;
- the placement of a Child 16 years of age or less with the employee or with the employee's Domestic Partner in connection with the adoption of the Child by the Covered Individual or the Covered Individual Domestic Partner;
- to take care of a Child, Domestic Partner's Child, Grandchild, Domestic Partner's Grandchild, Parent, Domestic Partner, Sibling or Spouse with a Serious Health Condition;
- the donation of an organ of that Covered Individual for a human organ transplant; or
- the death or Serious Health Condition of the Covered Individual's Spouse, Domestic Partner, Parent, Sibling or Child if the Spouse, Domestic Partner, Parent, Sibling or Child as a member of the state military forces, as defined in Title 37-B, section 102, or the United States Armed Forces, including the National Guard and Reserves, dies or incurs a Serious Health Condition while on active duty.

Family Leave Benefits means wage replacement paid to a Covered Individual while the Covered Individual is on Family Leave.

Family Member means a Parent, Child, Spouse, Domestic Partner, Sibling, Grandchild, Grandparent, and any individual with whom the Covered Individual has a Significant Personal Bond or that is like a family relationship, regardless of biological or legal relationship.

FMLA means the federal Family and Medical Leave Act, 29 U.S.C. §§ 2601, et seq. and the regulations promulgated thereunder.

Grandchild means the Covered Individual's or their Spouse's Child of a Child including legal grandchild, biological grandchild, adoptive grandchild, foster grandchild, step grandchild or de facto grandchild.

Grandparent means the Covered Individual's or their Spouse's Parent of a Parent including a legal grandparent, biological grandparent, adoptive grandparent, foster grandparent, step grandparent or de facto grandparent.

Good Cause means:

- a Serious Health Condition that results in an unanticipated and prolonged period of incapacity and that prevents an individual from timely filing an application for benefits or a request for reconsideration;
- a demonstrated inability to reasonably access a means to file an application or to request reconsideration in a timely manner, such as an inability to file an application or request for reconsideration due to a natural disaster or a significant and prolonged closure of Our offices;
- a Serious Health Condition of a Family Member that requires the unanticipated and prolonged presence of the
 applicant filing an application or request for reconsideration and that prevents the applicant from timely filing
 an application for benefits or a request for reconsideration;

Good Cause (Continued)

- physical, intellectual, linguistic or other limitations including limited understanding of English that prevents the timely filing of an application or request for reconsideration; or
- circumstances beyond the control of the applicant filing the application or requesting a reconsideration that
 made it impossible to timely file the application or request a reconsideration despite making a reasonable
 effort to do so.

Health Care Provider means an individual licensed to practice medicine, surgery, dentistry, chiropractic, podiatry, midwifery or osteopathy or any other individual capable of providing health care services and includes but is not limited to all providers identified in 29 C.F.R § 825.125.

Independent Contractor has the same meaning as 26 Maine Rev. Stat. § 1043 (11) (E).

Intermittent Leave means a Covered Individual taking varying periods of leave and returning to work throughout a period of approved covered leave time. Intermittent Leave may be planned (i.e., for routine appointments) or unplanned (i.e., for a flare-up of a Serious Health Condition).

Medical Leave means leave due to a Serious Health Condition that makes the Covered Individual unable to work.

Medical Leave Benefits means wage replacement paid to a Covered Individual while the Covered Individual is on Medical Leave.

Paid Leave Benefits means the wage replacement benefits provided under this policy paid to the Covered Individual periodically as described in the **EXHIBIT 2 – SCHEDULE OF BENEFITS** while the Covered Individual is on leave for a Qualifying Reason.

Parent means the Covered Individual's or their Spouse's legal parent, biological parent, adoptive parent, foster parent, step parent, de facto parent or legal guardian, or an individual who stood *in loco parentis* to a Covered Individual or Spouse when the Covered Individual or Spouse was a minor child.

Policy Anniversary means each of the policy Anniversary dates as set forth in the policy Anniversaries provision on the policy face page. The Policy Anniversary is also the renewal date of the policy.

Policy Quarter means the three month period beginning on the Effective Date shown on the face page of this policy. Subsequent Policy Quarters will begin on the same day of each subsequent month.

Subsequent policy Periods may be agreed to by MetLife and the Policyholder.

Policyholder means the entity listed as the Policyholder on the face page of this policy.

Premium means the amount that must be paid to MetLife for the insurance provided under this policy.

Premium Due Date is defined on the face page of this policy.

Proof means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this policy. When a claim is made for any benefit described in this policy, Proof must establish:

- the nature and extent of the loss or condition;
- Our obligation to pay the claim; and
- the Covered Individual's right to receive payment.

Proof must be provided at the claimant's expense.

Qualifying Exigency means an exigency determined pursuant to the FMLA.

Qualifying Reason means any leave qualifying for Family Leave or Medical Leave under the policy.

Reduced Leave Schedule means a leave schedule that reduces a Covered Individual's usual number of days per workweek, or hours per workday on a planned and consistent basis.

Safe Leave may be taken for the purposes stated in 26 Maine Rev. Stat. § 850-A(26) and means any leave taken because the Covered Individual or the Covered Individual's Family Member is a victim of violence, assault, sexual assault under 17-A Maine Rev. Stat. Chapter 11, stalking or any act that would support an order for protection under 19-A Maine Rev. Stat. Chapter 103. Safe Leave applies if the Covered Individual is using the leave to protect the Covered Individual or the Covered Individual's Family Member by:

- seeking an order for protection under 19-A Maine Rev. Stat. Chapter 103;
- obtaining medical care or mental health counseling for the Covered Individual or for the Covered Individual's
 Family Member to address physical or psychological injuries resulting from the act of violence, assault, sexual
 assault or stalking or act that would support an order for protection under 19-A Maine Rev. Stat. Chapter
 103;
- making the Covered Individual's or the Covered Individual's Family Member's home secure from the
 perpetrator of the act of violence, assault, sexual assault or stalking or act that would support an order for
 protection under 19-A Maine Rev. Stat. Chapter 103 or seeking new housing to escape the perpetrator; or
- seeking legal assistance to address issues arising from the act of violence, assault, sexual assault or stalking
 or act that would support an order for protection under 19-A Maine Rev. Stat. Chapter 103 or attending and
 preparing for court-related proceedings arising from the act or crime.

Scheduled Workweek means the number of hours a Covered Individual is scheduled to work in a particular week. For the purposes of this policy, a salaried employee as defined by 26 Maine Rev. Stat. § 663 (3) (K) have a scheduled workweek of 40 hours, Monday-Friday, 8 hours per day.

Serious Health Condition means an illness, injury, impairment, pregnancy, recovery from childbirth or physical, mental or psychological condition that involves inpatient care in a hospital, hospice or residential medical care center or continuing treatment by a Health Care Provider.

Sibling means the Covered Individual's or their Spouse's legal sibling(s), biological sibling(s), adoptive sibling(s), stepsibling(s), foster sibling(s) or de facto sibling(s).

Significant Personal Bond means a relationship with another individual when examined under the totality of the circumstance, is like a family relationship, regardless of biological or legal relationship. This bond may be demonstrated by, but is not limited to the following factors, with no single factor being determinative:

- shared personal financial responsibility, including shared leases, common ownership of real or personal property, joint liability for bills or beneficiary designations;
- emergency contact designation of the employee by the other individual in the relationship or the emergency contact designation of the other individual in the relationship by the employee;
- the expectation to provide care because of the relationship or the prior provision of care;
- cohabitation and its duration and purpose;
- geographic proximity; and
- any other factor that demonstrates the existence of a family-like relationship.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper, electronic media, or other durable media and which is consistent with applicable law.

Spouse means an individual who is lawfully married to the Covered Individual and includes Domestic Partners and individuals who are in a legal union that was validly formed in any state or jurisdiction and that provides substantially the same rights, benefits and responsibilities as a marriage.

State Average Weekly Wage means the average weekly wage as published by the Department for the state of Maine as a whole for the 12 most recently reported months.

Tier 1 Benefits means the percentage of wage replacement a Covered Individual is entitled to earn on Wages up to 50% of the State Average Weekly Wage.

Tier 2 Benefits means the percentage of the wage replacement a Covered Individual is entitled to earn on Wages that is more than 50% of the State Average Weekly Wage.

Wages mean all remuneration for personal services, including tips and gratuities, severance and terminal pay, commissions, and bonuses, but does not include remuneration for services performed by an independent contractor as defined by 26 Maine Rev. Stat. § 1043 (11) (E). Wages are calculated in the same manner as Maine unemployment wages in 26 Maine Rev. Stat. § 1043 (19)(B-E) except that employees subject to wages include all employees with the exception of Section II (B) of these rules, and excludes wages above the base limit established annually by the federal Social Security Administration for purposes of the federal Old-Age, Survivors, and Disability Insurance program limits pursuant to 42 U.S.C. § 430. Wages include remuneration for services performed in the state or wages which are otherwise subject to Maine unemployment tax pursuant to 26 Maine Rev. Stat. § 1043 (11) (A) and (D).

For purposes of this policy, Wages are limited to compensation from the Policyholder.

We, Us and Our mean MetLife.

Written or **Writing** means a record which is on or transmitted by paper, electronic media, or other durable media and which is consistent with applicable law.

EFFECTIVE DATE OF INSURANCE ON COVERED INDIVIDUALS

Date Insurance on a Covered Individual Takes Effect

Insurance on a member of the eligible class(es) stated in **EXHIBIT 2 – SCHEDULE OF BENEFITS** will take effect on the later of:

- 1. the policy Effective Date; and
- 2. date such person becomes eligible.

Date Insurance on a Covered Individual Ends

Insurance on a Covered Individual will end on the earliest of:

- 1. the date this policy ends; or
- 2. the end of the period for which the last premium has been paid for the Covered Individual; or
- 3. the date such person ceases to qualify as a Covered Individual

PAID LEAVE BENEFITS

Eligible Class(es), durations of Paid Leave Benefits and benefit amounts provided under this policy are described in **EXHIBIT 2 – SCHEDULE OF BENEFITS**.

Eligible Paid Leave

If the Covered Individual has a Qualifying Reason while insured, Proof of such Qualifying Reason must be sent to Us, when requested by Us. When We receive such Proof, We will review the claim as described in the **FILING A CLAIM** section. If We approve the claim, We will pay Paid Leave Benefits up to the Maximum Period of Paid Leave shown in the **EXHIBIT 2 – SCHEDULE OF BENEFITS**, subject to the subsection "Date Benefit Payments End".

If the Covered Individual claims a period of Paid Leave on account of more than one Qualifying Reason, the Covered Individual's Paid Leave Benefits as shown in the **EXHIBIT 2 – SCHEDULE OF BENEFITS** will not increase.

In any Benefit Year, the Covered Individual may take up to the Total Aggregate Maximum Period of Paid Leave stated in the **EXHIBIT 2 – SCHEDULE OF BENEFITS**.

Refer to the section entitled **REDUCTION OF PAID LEAVE BENEFITS** for information on how other leaves or benefits may impact Paid Leave Benefits.

Continuous Leave, Intermittent Leave or Reduced Leave Schedule

A Covered Individual may take leave on a Continuous Leave, an Intermittent Leave or a Reduced Leave Schedule as follows:

- Continuous Leave may be taken in blocks for consecutive days or weeks;
- Intermittent Leave may be taken in increments equaling not less than one scheduled workday; and
- Reduced Leave Schedule may be taken as agreed to by the Covered Individual and the Policyholder in increments of not less than one hour.

PAID LEAVE BENEFITS (Continued)

Benefit Payment

If We approve the claim, benefits will begin to accrue on the next scheduled workday. We will make benefit payments weekly so long as the Covered Individual remains on an approved leave. Refer to the section entitled **FILING A CLAIM** for more information. Approved benefits may be paid to the Covered Individual by direct deposit into a checking or savings account in a financial institution in the United States or by paper check.

The leave allotment shall be based on the Covered Individual's Scheduled Workweek with the Policyholder. Paid Leave Benefits will be based on the Covered Individual's Average Weekly Wage in effect at the beginning of an approved leave. Once the weekly benefit amount is established for a claim it will remain consistent through the life of the claim, subject to the section **REDUCTION OF PAID LEAVE BENEFITS** below.

For each Benefit Year, Paid Leave Benefits are not payable to a Covered Individual for the first 7 consecutive calendar days of a Medical Leave.

Benefits will be prorated for Covered Individuals taking leave for less than a full week. In addition, the Paid Leave Benefit amount will be reduced in direct proportion to an Intermittent Leave or Reduced Leave Schedule. For any leave for less than a full week, the amount of time taken as leave will be divided by the amount of time the Covered Individual was scheduled to work for the Policyholder in the week. The Covered Individual's prorated benefit amount shall be calculated separately for each week in which the Covered Individual reports use of leave equaling less than a full Scheduled Workweek.

In any case, Paid Leave Benefits will be paid not later than at the expiration of each period of 30 days during the continuance of the period for which We are liable. Any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of Proof.

Upon the Covered Individual's death, We will pay any amount that is or becomes due to the Covered Individual's estate. Any periodic payments owed to the Covered Individual's estate may be paid in a single sum.

Any payment made in good faith will discharge Us from liability to the extent of such payment.

Policyholder Reimbursement

Paid Leave Benefits are payable to the Covered Individual. However, if the Policyholder makes payments to the Covered Individual during a period of leave for a Qualifying Reason:

- for which benefits are otherwise payable under this policy; and
- such payments are equal to or greater than the amount provided under this policy,

the Policyholder may be reimbursed out of any benefits due or to become due under the policy. The Policyholder must request reimbursement for Paid Leave Benefits prior to the date such benefit payments begin. We will not pay benefits to the Covered Individual for any period of leave for which reimbursement benefits are paid to the Policyholder. Any payment made in good faith will discharge Us from liability to the extent of such payment.

Payments by the Policyholder to the Covered Individual must be consistent with the Act. The Policyholder may not, under any circumstance, seek to recoup from the Covered Individual the difference between the reimbursement amount and Wages paid during a period of leave for a Qualifying Reason. Any reimbursement arrangement cannot diminish or affect any rights of or benefits owed to the Covered Individual.

Reimbursement is not available for Policyholder-provided Accrued Paid Leave.

PAID LEAVE BENEFITS (Continued)

Date Benefit Payments End

Paid Leave Benefit payments will end on the earliest of:

- the end of the Maximum Period of Paid Leave;
- the end of the period of leave for which the Covered Individual is approved for Paid Leave Benefits;
- the date the Covered Individual no longer has a Qualifying Reason;
- the date the Covered Individual returns to work during a period of Continuous Leave;
- the date the Covered Individual dies; or
- the date the Covered Individual fails to provide required Proof of the continuing Qualifying Reason for which the Paid Leave Benefits were approved.

REDUCTION OF PAID LEAVE BENEFITS

Paid Leave Benefits may be reduced by the amount of Wages or wage replacement that a Covered Individual receives for that period under any of the following while on Family Leave or Medical Leave:

- a government program or law, including, but not limited to, unemployment insurance under Title 26 of the Maine Rev. Stat. and worker's compensation other than for compensation received under 39-A Maine Rev. Stat. § 213 for an injury that occurred prior to the Family Leave or Medical Leave claim, or under other state or federal temporary or permanent benefits law;
- supplemental payments received from the Policyholder's salary continuation or short term disability program or
 policy which when combined with Paid Leave Benefits exceeds the Covered Individual's typical weekly wage;
 or
- a permanent disability policy or program of the Policyholder.

The Total Aggregate Maximum Period of Paid Leave Benefits as shown in **EXHIBIT 2 – SCHEDULE OF BENEFITS** will be reduced by any leave taken under the FMLA or leave under the Maine Family Medical Leave Requirements Act (26 Maine Rev. Stat. § 844) that was not taken concurrently with Medical Leave or Family Leave under this policy in the 12 month period preceding the start of leave.

However, any leave taken by the Covered Individual for the same Qualifying Reason prior to May 1, 2026, shall not count against the Covered Individual's benefit amount and/or leave allotment under this policy.

EXCLUSIONS

No Paid Leave Benefits are payable under this policy for:

- 1. a period of leave:
 - occurring before the Covered Individual's insurance takes effect;
 - commencing after the Covered Individual's insurance ends; or
- 2. more than one Qualifying Reason for any one segment of time.

FILING A CLAIM

Notice to the Policyholder

A Covered Individual must give reasonable notice to the Policyholder before a planned leave for a Qualifying Reason. 30 days' Written notice shall be deemed reasonable.

In the case of an emergency, illness or other sudden necessity, the Covered Individual should make a good faith effort to provide Written notice to the Policyholder of their intent to use leave as soon as is feasible. If the Covered Individual is incapacitated, notice may be provided by a Family Member or Health Care Provider on behalf of the Covered Individual.

Failure to give notice within such time shall not invalidate nor reduce any claim, if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

The Written notice should include the following information;

- the Qualifying Reason;
- whether the leave is Continuous Leave, Intermittent Leave, or Reduced Leave Schedule;
- actual or anticipated timing and duration of leave; and
- any other relevant information regarding the Covered Individual's need to take leave.

Submitting a Claim

To request Paid Leave Benefits, an applicant must submit a claim, which includes any required Proof, in a manner approved by Us. The applicant must submit all information and documentation requested by Us that is reasonably necessary to determine eligibility for such leave. Requested information may include, as applicable to the type of leave requested:

- personal identity;
- identity of a Family Member if the applicant is applying for Family Leave;
- information regarding the existence of a Significant Personal Bond, if the applicant is applying for Family Leave to care for an individual with a Serious Health Condition with whom the applicant has a Significant Personal Bond:
- · reason for leave;
- proposed scheduling of leave, including the first day of missed work and the expected duration of leave;
- documentation from a Health Care Provider of the applicant's own Serious Health Condition including anticipated duration of leave if seeking Medical Leave;
- documentation from a Health Care Provider of the Family Member's Serious Health Condition including anticipated duration of leave if seeking Family Leave;
- for Safe Leave, a statement that the applicant meets the requirements for Safe Leave as set forth in the Act: or
- other information and documentation reasonably requested by Us.

We may require subsequent Proof for the continuance of the Qualifying Reason at such intervals as We may reasonably require.

FILING A CLAIM (Continued)

Submitting a Claim (Continued)

Claims may be submitted up to 60 days prior to the start date of leave, but no later than 90 days after the start date of such leave.

If a claim is received after 90 days from the start date of a leave, We may waive the claim deadline if Good Cause exists.

Each claim must include a Signed statement attesting the information provided in support of the claim is true and correct to the best of the applicant's knowledge.

We will notify the Policyholder of the claim submission within 5 Business Days of receipt.

Authorization and Consent

The claim should include a Signed authorization from:

- the applicant for their own Serious Health Condition; or
- a Family Member in the case of the applicant's claim for leave to care for a Family Member with a Serious Health Condition,

allowing Us to request medical information from a Heath Care Provider as part of the claim process. Failure to provide a Signed authorization means the applicant will be responsible to provide all required medical information from the Health Care Provider, which may delay processing of the claim.

Claim Determination

We will review a complete claim and issue a determination to the applicant. If a claim is incomplete, We will provide the applicant an opportunity to provide outstanding Proof. Such Proof must be provided within 10 days of Our request. Failure to provide Proof which is reasonably necessary to make a claim determination may result in a delay in processing or a denial of a claim.

We may deny a claim for incomplete information only if such information is reasonably necessary to determine whether the applicant is eligible for benefits under the Act, and the extent and timing of such benefits.

If a claim is approved for benefits, We will notify the applicant and the Policyholder in Writing within 5 Business Days of the approval date and provide the following information:

- benefit amount:
- the Qualifying Reason;
- amount of time for which the leave as been approved;
- timing for which benefits will be paid; and
- Our contact information.

If a claim is not approved for benefits, We will notify the applicant and the Policyholder in Writing and provide the reason for denial in the notification. Our notice will also inform the applicant they are entitled to request a reconsideration of Our decision by notifying Us in Writing with 15 Business Days from the date the notification is issued.

FILING A CLAIM (Continued)

Reconsideration and Appeals

If We deny a claim in whole or in part, the applicant may submit to Us a request for reconsideration of the decision. Requests for reconsideration must be in Writing and identify the denial being reconsidered, a summary of the basis for the request for reconsideration, and include any documentation necessary to support the request for reconsideration. We will notify the Policyholder of the applicant's request for reconsideration.

Once all information is received, We will review the reconsideration request. The person reviewing the reconsideration will not be the same person as the person who made the initial decision to deny the claim. We will notify the applicant and the Policyholder in Writing of the outcome of the reconsideration request within 15 Business Days of Our receipt of a complete request.

If reconsideration results in a denial of benefits, We will state the reason for the denial in Writing. The applicant may appeal the reconsideration decision to the Department in Writing pursuant to Code of Maine Rules, 12-702-001, Section XV, within 15 Business Days from the date We issue Our decision. At its discretion, the Department may extend the period within which an appeal may be filed, not to exceed an additional 15 Business Days.

The Department will review appeals in accordance with the Act, as specified in Code of Maine Rules, 12-702-001, Section XV, and as specified elsewhere in the Act. The Department's determination will be binding for all parties involved.

Overpayments

Recovery of Overpayments

We have the right to recover any overpayments. An overpayment occurs if:

- the total amount paid by Us on a claim is more than the total of the benefits due under this
 policy; or
- payment We made should have been made by another group plan or the Maine state plan established under the Act.

If such overpayment occurs, the Covered Individual has an obligation to reimburse Us. Our rights and the Covered Individual's obligations in this regard are described in the reimbursement agreement that the Covered Individual is required to sign when submitting a claim for benefits under this policy. This agreement:

- confirms that the Covered Individual will reimburse Us for all overpayments; and
- authorizes Us to obtain any information relating to sources of other income.

How We Recover Overpayments

We may recover the overpayment by:

- stopping or reducing any future benefits payable to the Covered Individual or any other payee under this policy;
- demanding an immediate refund of the overpayment from the Covered Individual; and,
- taking legal action.

FILING A CLAIM (Continued)

Overpayments (Continued)

How We Recover Overpayments (Continued)

If the overpayment results from Our having made a payment to the Covered Individual that should have been made under another group plan or the Maine state plan established under the Act, We may recover such overpayment from one or more of the following:

- any other insurance company;
- any other organization; or
- any person to or for whom payment was made.

PREMIUM RATE(S)

Initial Rate(s)

The initial Premium rate(s) are shown in the Exhibits to this policy.

Computation of Premiums

The Premium due on any Premium Due Date is determined by the total amount of insurance provided under this policy, multiplied by the appropriate Premium rate(s) which are then in effect subject to any Premium adjustments, if applicable.

Computation of Premiums for Changes in Insurance

For insurance that takes effect on the first day of a Policy Quarter, Premium will be charged from the first day of that Policy Quarter. For insurance that takes effect after the first day of a Policy Quarter, Premium will be charged from the first day of the next Policy Quarter. However, if a policy amendment is required for such insurance, Premium will be charged as of the date such insurance takes effect.

If insurance ends because this policy ends or because insurance for a class of persons ends, Premium for such insurance will be charged to the date it ends. If insurance ends for any other reason, Premium will be charged to the end of the Policy Quarter in which such insurance ends.

Right to Change Premium Rates

Except as may be required by any Rate Guarantee Period, MetLife may change Premium rates on any date on or after the first Policy Anniversary Date; this will be done no more frequently than every **12** months and only if MetLife notifies the Policyholder, in Writing, at least **31** days before such change.

In addition to the above and notwithstanding any rate guarantee period, MetLife may change Premium rates at any time for changes which materially affect the risk or cost assumed for the insurance provided by this policy, as follows:

- when this policy is amended or endorsed;
- 2. when a class of Covered Individuals is added to or deleted from this policy for any reason including organizational restructuring, acquisition, spin-off or similar situations;
- 3. when a Policyholder's subsidiary, affiliate, division, branch or other similar entity is added to or deleted from this policy for any reason including organizational restructuring, acquisition, spin-off or similar situations;
- 4. when there is a significant change in the geographic distribution of Covered Individuals;
- 5. when applicable law or regulatory requirements or the administration of such law or regulatory requirements:
 - a. requires a change in:
 - i. the insurance provided by this policy; and/or
 - ii. a class or classes of persons eligible for insurance under this policy; and/or
 - iii. the rate of employee or employer contributions;
 - b. results in a change in the amount of benefits paid under this policy; or
 - c. requires additional tax(es) to be paid.

PREMIUM RATES (Continued)

Right to Change Premium Rates (Continued)

- 6. when a Premium Due Date coincides with or next follows:
 - a. a change greater than **5**% in the number of Covered Individuals since the later of the policy Effective Date and the last date Premium rates were changed; or
 - b. a change greater than **5%** in the amount of insurance provided by this policy since the later of the policy Effective Date and the last date Premium rates were changed.
- 7. on any other date agreed to by MetLife and the Policyholder.

New Premium rates will apply only to Premiums that become due on or after the date the rate change takes effect.

Performance Guarantee (Rate Reduction for Failure to Provide Service Levels)

At the end of a policy Period, MetLife may reduce the Policyholder's Premium for such policy Period as the result of its failure to provide the service levels agreed to in Writing by an officer of MetLife and the Policyholder. The Premium will be reduced by an amount not to exceed 3.0% of the Premium earned during the policy Period. That percentage of a refund greater than the Policyholder's proportional share of the total cost must be used to benefit its Covered Individuals.

GRACE PERIOD

Each premium due may be paid up to **31** days after its Premium Due Date. This period is known as the grace period. The insurance provided by this policy for which premium has not been paid will stay in effect during the grace period. MetLife will notify the Policyholder in Writing that, if the Premium is not paid by the end of the grace period, such insurance will end at the end of the last day of the grace period. If MetLife fails to give Written notice to the Policyholder by the end of the grace period, such insurance will continue in effect until the date notice is given.

Policyholder's intent to end insurance during a grace period

The Policyholder may notify MetLife in Writing prior to the end of a grace period of its intent to end this policy or insurance coverage provided under it before the end of such grace period. In this case, this policy or such insurance will end on the later of:

- 1. the date stated in the notice; or
- 2. the date MetLife receives the notice.

The Written notice to be given by MetLife and required by the first paragraph of this provision will not be necessary if the Policyholder replaces the insurance provided by this policy for which premium has not been paid with other group insurance or the Policyholder notifies MetLife of its intent to end this policy or such insurance.

Grace period extensions

MetLife may extend a grace period by giving Written notice to the Policyholder. Such notice will state the date insurance will end if the Premium remains unpaid.

Premiums must be paid for a grace period, any extension of such period and any period insurance was in effect for which Premium was not paid.

END OF INSURANCE PROVIDED BY THIS POLICY

The Policyholder may end this policy by giving **31** days advance Written notice to MetLife. The policy will end on the later of:

- 1. the date stated in the notice; or
- 2. the date MetLife receives the notice.

The Policyholder may end this policy prior to expiration of the approved substitution period with approval from Department of a significant direct negative business impact in accordance with Code of Maine Rules, 12-702-001, Section XIII.

MetLife may end this policy as follows:

- 1. for non-payment of Premium, as set forth in the Grace Period provisions;
- on any Premium Due Date, by giving the Policyholder 60 days advance Written notice, if the Policyholder fails
 to provide information on a timely basis or perform any obligations required by this policy or any applicable law;
 or
- 3. on any policy Anniversary, by giving the Policyholder 180 days advance Written notice.

The Policyholder shall notify the Department of the cancellation or nonrenewal at least 10 days before the termination takes effect.

If this policy ends, all Premiums due must be paid. If MetLife accepts Premium after the date this policy ends, such acceptance will not act to reinstate the policy. MetLife will refund any unearned Premium.

GENERAL PROVISIONS

Entire Contract

The entire contract is made up of the following:

- this policy and its Exhibits;
- the Policyholder's application; and
- all amendments and endorsements to this policy, if any.

GENERAL PROVISIONS (Continued)

Policy Changes or Waivers

The terms and provisions of this policy may be changed, either by amendment or endorsement.

- The policy may be changed by amendment upon the mutual agreement of MetLife and the Policyholder. Such amendment must be in Writing and Signed by an officer of MetLife and by an authorized representative of the Policyholder.
- 2. The policy may be changed by an endorsement issued by MetLife without the consent of the Policyholder. Such endorsement must be in Writing and Signed by an officer of MetLife. The use of endorsements is limited to:
 - a. changes made in response to:
 - applicable local, state or federal law or regulation, or Department requirements;
 - a change in applicable local, state or federal law or regulation, or Department requirements; or
 - the administration of applicable local, state or federal law or regulation, or Department requirements;
 - b. reflect changes in MetLife's administrative practices;
 - reflect policy liberalizations to the extent that they do not increase Premiums;
 - d. incorporate provisions agreed upon prior to issuance of this policy; and
 - e. reflect the exercise of a right or rights set forth under the terms of the policy.

Changes to the policy may be made without the consent of the Covered Individuals or anyone else with a beneficial interest in it. MetLife will only make changes that are consistent with applicable law. An amendment or endorsement may be effective retroactively if such retroactivity is not prohibited by applicable law.

Material changes must receive Written approval from the Department 60 days in advance of the effective date of such requested change. A material change is any change which affects the rights, benefits or protections afforded to Covered Individuals under the Act.

An officer of MetLife must approve in Writing any waiver of the terms and provisions of this policy.

A sales representative or other MetLife employee, who is not an officer of MetLife does not have MetLife's authority to approve changes or waivers. A copy of the amendment or endorsement will be provided to the Policyholder for attachment to this policy.

Incontestability: Statements Made by the Policyholder

Any statement made by the Policyholder will be considered a representation and not a warranty. MetLife will not use such a statement to contest insurance after such insurance has been in force for 2 years from its effective date. MetLife will not use such statement to avoid insurance, reduce benefits or defend a claim unless it is contained in a Written application.

GENERAL PROVISIONS (Continued)

Incontestability: Statements Made by Covered Individuals

Any statement made by a Covered Individual or a Covered Individual's legal representative will be considered a representation and not a warranty.

Medical evidence of insurability will not be required. Any statement made by a Covered Individual which relates to such insurability will not be used:

- to contest the validity of the insurance benefits; or
- to reduce the insurance benefits.

Assignment

This policy is not assignable except and to the extent such assignment may be agreed to by MetLife.

Information Needed and Policy Administration

All information necessary to compute Premiums and carry out the terms of this policy will be provided by the Policyholder to MetLife. Such information:

- must be provided in a timely manner and in a format as agreed to by MetLife and the Policyholder or as required by applicable law and/or regulations;
- will be provided, maintained and administered as agreed to in Writing by an officer of MetLife and the Policyholder;
 and
- If maintained by the Policyholder, may be examined by MetLife at any reasonable time.

If MetLife or the Policyholder makes a clerical error in keeping or providing the information, the Premium and/or benefits will be adjusted as warranted, according to the correct information. An error will not end insurance validly in effect, nor will it continue insurance validly ended or create insurance coverage where no coverage existed.

Any act undertaken by the Policyholder that relates to the insurance provided under this policy must be consistent with the terms of such insurance and with MetLife's requirements.

Misstatement of Age

If a Covered Individual's age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, adjust Premiums and/or benefits.

Non-Dividend Paying

This policy does not pay dividends.

Conformity with Law

If the terms and provisions of this policy do not conform to any applicable law or regulation, this policy shall be interpreted to so conform.

SCHEDULE OF EXHIBITS

Exhibit Number	Exhibit Type	Applies To	Effective Date
1	Schedule of Initial Premium Rates	All Covered Individuals	05/01/2026
2	Schedule of Benefits	All Covered Individuals	05/01/2026
3	List of Policyholder's Subsidiaries, Affiliates, Divisions, Branches and Other Similar Entities	All Covered Individuals	05/01/2026

GPNP25-ME-PFML DATE: 05/01/2026 Page 24

EXHIBIT 1

SCHEDULE OF INITIAL PREMIUM RATES

The initial monthly Premium rates for the insurance provided by this policy are as follows:

0.83% of each Covered Individual's Wages

Rate Guarantee Period

Subject to the Right to Change Premium Rates provision, these Premium rates will be in effect for the **24** month period which begins on **04/30/2028**.

GPNP25-ME-PFML Date: 05/01/2026 Page 25

EXHIBIT 2

SCHEDULE OF BENEFITS

Eligible Class 1

All current Employees of the Policyholder who earned at least 6 times the State Average Weekly Wage in Wages during the individual's Base Period and meets the administrative requirements outlined in the policy.

Duration of Paid Leave

Refer to the section entitled **PAID LEAVE BENEFITS** for additional information.

Waiting Period...... For Medical Leave

7 Calendar Days per Benefit Year

For Family Leave

None

Maximum Period of Paid Leave Benefits For Medical Leave

Up to 12 weeks of Paid Leave benefits in any Benefit Year, less any applicable Waiting Period.

For Family Leave

Up to 12 weeks of Paid Leave benefits in any Benefit

Year for any one or more reasons within the

definition of Family Leave.

Total Aggregate Maximum Period of

Medical Leave and Family Leave combined.

Weekly Benefit Amount

An amount equal to:

Tier 1 Benefits:

• 90% of the Covered Individual's Average Weekly Wage that is equal to or less than 50% of the State Average Weekly Wage rounded up to the nearest whole dollar; plus

Tier 2 Benefits:

• 66% of the Covered Individual's Average Weekly Wage that is more than 50% of the State Average Weekly Wage rounded up to the nearest whole dollar.

Refer to the sections entitled **PAID LEAVE BENEFITS** and **REDUCTION OF PAID LEAVE BENEFITS** for additional information.

GPNP25-ME-PFML Date: 05/01/2026 Page 26

EXHIBIT 2 (Continued)

SCHEDULE OF BENEFITS (Continued)

Maximum Weekly Benefit	An amount equal to the State Average Weekly Wage. In
	no event will the Maximum Weekly Benefit be other than
	as determined by the Authority pursuant to the Act.

Contributions

The Policyholder may require Covered Individuals make a contribution toward premiums for the insurance provided under this policy, not to exceed the employee contribution limit as specified in 26 Maine Rev. Stat. § 850-F, and as otherwise specified in the Act.

GPNP25-ME-PFML Date: 05/01/2026 Page 27

EXHIBIT 3

LIST OF POLICYHOLDER SUBSIDIARIES, AFFILIATES, DIVISIONS, BRANCHES AND OTHER SIMILAR ENTITIES

The subsidiaries, affiliates, divisions, branches and other similar entities listed below are included for insurance under this policy as of the effective dates shown below. The Policyholder acts for all listed subsidiaries, affiliates, divisions, branches and other similar entities in all matters of this policy. Such actions bind all listed subsidiaries, affiliates, divisions, branches and other similar entities.

MetLife and the Policyholder may, from time to time, agree to change this list. If change is needed, a policy amendment will be issued and attached to this policy to reflect the change to this Exhibit.

Name/Address of Subsidiary, Affiliate, Division, Branch and Other Similar Entity

Effective Date

GPNP25-ME-PFML Date: 05/01/2026 Page 28

THE PRECEEDING PAGE IS THE END OF THE POLICY.

THE FOLLOWING IS ADDITIONAL NOTICE INFORMATION TO BE SHARED WITH EACH NEWLY ELIGIBLE EMPLOYEE.

NOTICES FOR MAINE EMPLOYEES

REDUCTION OF PAID LEAVE BENEFITS

Maine's Paid Family and Medical Leave (PFML) law allows for a reduction of PFML benefits by the amount of wages or wage replacement you receive from other income sources. Allowable reductions from other income sources may include:

- a government program or law, including, but not limited to, unemployment insurance under Title 26 of the Maine Rev. Stat. and worker's compensation other than for compensation received under 39-A Maine Rev. Stat. § 213 for an injury that occurred prior to the Family Leave or Medical Leave claim, or under other state or federal temporary or permanent benefits law;
- 2. supplemental payments received from an employer's salary continuation or short term disability program or policy, which when combined with Maine's PFML benefits exceeds your typical weekly wage; or
- 3. a permanent disability policy or program of an employer, such as long term disability.

Please check your employer's group policy to confirm which of the above reductions apply.

THIRD PARTY DESIGNATION IN THE EVENT OF LAPSE DUE TO NONPAYMENT OF PREMIUM

You have the right to designate a third party to receive notice if your insurance is in danger of lapsing due to a default on your part, such as for nonpayment of a contribution that is due. The intent is to allow reinstatements where the default is due to the insured person's suffering from cognitive impairment or functional incapacity. You may request and complete a "Third-Party Notice Request Form" and return it to MetLife. Once You have made a designation, you may cancel or change it by filling out a new Third-Party Notice Request Form and sending it to MetLife. The designation will be effective as of the date MetLife receives the form. Obtain a Third-Party Notice Request Form from your employer. You may also obtain the form directly from MetLife by calling 1-888-608-6665. Within 90 days after cancellation of coverage for nonpayment of premium, you or any person authorized to act on your behalf may request reinstatement of the certificate on the basis that you suffered from cognitive impairment or functional incapacity at the time of cancellation.



142 Federal St Portland, ME 04101

Position Paper

File #: 25-057 **Agenda Date**: 6/16/2025 **Agenda #**:

Agenda Item Request:

Agreement for Law Enforcement services by and between Cumberland County, the Cumberland County Sheriff, and the inhabitants of the Town of Chebeague Island.

Background and Purpose of Request:

Requestor: [Courtney George, LEC]

The town of Chebeague Island would receive forty-hours (40) of Law Enforcement service from the

Sheriff's Office starting May 21, 2025 and ending on September 1, 2025

Presentation: [No]

Funding Amount and Source:

\$39,516.95

Effective Date if Applicable:

May 21, 2025 through September 1, 2025

POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Captain Kerry Joyce
DATE:	5/21/25
SUBJECT:	Sheriff Law Enforcement Contract Chebeague Island

Requested Action:

Approve the \$39,516.95 Summer Police Service contract with the town of Chebeague Island.

Background & Purpose of Request:

The town of Chebeague Island would receive forty-hours (40) of Law Enforcement service from the Sheriff's Office starting May 21, 2025 and ending on September 1, 2025.

Funding Amount and Source:

Credit received.

Attachments: (Please list out any Attachments you're including):

• Chebeague Island Contract for Summer LE Services

Result: On this date	, the Cumberland County Board of Commissioners, by
vote of ,	the above request.

<u>CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR</u> <u>LAW ENFORCEMENT SERVICES</u>

CHEBEAGUE ISLAND - PATROL

05/21/2025 to 09/01/2025

AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND BETWEEN CUMBERLAND COUNTY, THE CUMBERLAND COUNTY SHERIFF, AND THE INHABITANTS OF THE TOWN OF CHEBEAGUE ISLAND

This Contract, effective May 21, 2025, is made by and between the Inhabitants of the Town of Chebeague Island, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinaster referred to as the "TOWN"), the County of Cumberland, Maine (hereinaster referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a County Officer elected per the Constitution of the State of Maine (hereinaster referred to as "SHERIFF") to provide enhanced law enforcement services within the town limits of Chebeague Island, Cumberland County, Maine.

WITNESSETH:

WHEREAS, the TOWN is desirous of maintaining a high level of professional law enforcement services in conjunction and harmony with its fiscal policies of sound, financial management; and

WHEREAS, the TOWN also desires that the law enforcement services be performed such that the citizens of the TOWN retain the sense of community they enjoy; and

WHEREAS, the Cumberland County Sheriff serves as the chief law enforcement officer of the County pursuant to Maine law, responsible for the appointment of deputies and directing the sheriff's department; and

WHEREAS, pursuant to 30-A M.R.S.A. § 452, the County Commissioners, with the Sheriff's agreement, may enter into a contract with a municipality to provide patrol services by the sheriff's department; and

WHEREAS, the County Commissioners, pursuant to 30-A M.R.S.A. § 107, desire to enter into a contract with the TOWN to provide professional law enforcement services to the TOWN; and

WHEREAS, the TOWN is desirous of obtaining law enforcement services through the COUNTY and entering into a contract for such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are

hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

- 1.1 For the purposes of this Contract, the following terms shall have the respective meanings hereinafter set forth:
- A. Deputy Sheriff shall mean an individual who is appointed by the SHERIFF in accordance with 30-A M.R.S.A §381, and who has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff and who shall perform the duties and responsibilities as set forth in Article 2 of this Contract.
- B. Law Enforcement Patrol Services or Services as referred to in this Contract shall include all those duties and functions of the type coming within the jurisdiction of, and customarily provided by, municipal police departments within the state of Maine.
- C. Patrol Unit shall mean one staffed, marked patrol car and all standard equipment as defined by the Cumberland County Sheriff's Office General Orders.
- D. Substation shall mean a subsidiary or branch station of the Cumberland County Sheriff's Office.

ARTICLE 2 - LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services.

- A. The COUNTY, through the SHERIFF, shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional law enforcement services within and throughout the TOWN to the extent and in the manner herein described.
- B. The SHERIFF, or his designee, shall assign deputy sheriffs and other personnel necessary to provide the level of professional law enforcement services consistent with this Contract as set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto.
 - 1. The SHERIFF shall at all times provide to the Town ONE (1) full time deputy sheriff who is a certified law enforcement officer, by the Maine Criminal Justice Academy.
 - 2. All vacant shifts will be filled by the SHERIFF or his designee.

- C. While contracted to provide law enforcement services, deputy sheriffs will enforce TOWN ordinances and State statutes. Performance of all duties of deputy sheriffs shall be in accordance with Cumberland County Sheriff's Office General Orders.
- D. When necessary, the COUNTY, through the SHERIFF, shall additionally provide to the TOWN, at no additional cost, the following expertise and services:
 - a. Traffic Crash Investigations/Reconstruction;
 - b. Crime Scene Services (Crime Scene Investigators/Investigations, Forensics Investigations, and Collection of Evidence);
 - c. Prisoner and Jail Services;
 - d. Records Retention;
 - e. Civil Service Officers;
 - f. Patrol and Detection Canine Support;
 - g. Emergency Services Unit (ESU);
 - h. Law Enforcement Training Section;
 - i. Task Force Personnel;
 - i. Crime Prevention;
 - k. Police Service Activities and Volunteers;
 - I. Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victims);
 - m. Dive Team:
 - n. Administrative Investigations (Internal Affairs) for the Cumberland County Sheriff's Office;
 - o. Any other such units or services as the Cumberland County Sheriff's Office may provide normally.
- E. All deputies assigned to the TOWN shall remain within the municipal boundaries during the regularly assigned patrol shift, unless otherwise necessary to perform their official duties.
- F. In the event of an emergency response call and/or an exigent circumstance arises, deputies assigned to the TOWN will perform services in a similar way to that of a police department assisting under a mutual aid agreement.
- G. Vehicles, Supplies, Equipment and Office Furniture:
 - 1. The COUNTY shall provide marked patrol units for performance of the services under this Contract. Each marked patrol unit shall prominently display on

the exterior the indicia of both the Cumberland County Sheriff's Office and the Town of Chebeague Island. All other vehicular markings, decals, bumper stickers, slogans, etc. are expressly prohibited without approval from the TOWN. The TOWN agrees that all equipment used by the deputies will be issued through the SHERIFF's office for assignment. The TOWN agrees that all requests made by the deputies to the TOWN pertaining to equipment, schooling, work schedule, etc. will be referred to the administrators of the SHERIFF's Office for approval.

- 2. The COUNTY agrees to maintain vehicles assigned to the TOWN under this Contract consistent with the manufacturer's recommended maintenance schedule. The COUNTY shall utilize any list maintained by the TOWN for requisition of all wrecker services.
- 3. The COUNTY shall provide the TOWN, no later than February 1 of each year, with a contract cost proposal for the 12-month period beginning the following agreed date.
- 4. The deputies assigned to the TOWN shall be authorized to store their county-owned vehicles at private residences during off-duty hours at the sole discretion of the COUNTY, so long as the policy applies to all deputies. In the event that this authority is revoked by the COUNTY, all county-owned vehicles shall be stored at a single county-owned facility.
- 5. The COUNTY shall provide necessary office supplies and office furniture for use by contract deputies in order to fulfill assignments.
- 6. Any supplies and office furniture furnished or purchased by the TOWN shall remain the property of the TOWN.
- 7. Any supplies and office furniture furnished or purchased by COUNTY shall remain the property of COUNTY.

2.2 Administrative Responsibilities.

- A. The deputy sheriffs assigned per this Contract will perform all duties and responsibilities consistent with the Cumberland County Sheriff's Office General Orders and this Contract, under the direction of the SHERIFF.
- B. The SHERIFF or his designee shall notify the Town Administrator in a timely manner of any major/significant crimes or incidents, unusual occurrences, or emergencies that occur within the TOWN.
- C. A formal analysis of law enforcement-related trends and indicators shall be prepared and presented to the TOWN on a monthly basis by the SHERIFF.
- D. The SHERIFF shall provide to the TOWN written reports in accordance with the following schedule:

Report

- schedule for deputies assigned to Chebeague Isl.
- monthly categorical summary of calls for service
- monthly summary of moving traffic stops
 with distinction between warnings and summons
- copies of all operational policies and procedures
- copies of approved collective bargaining agreements which pertain to deputies assigned to Chebeague Island
- summary of pending criminal cases to include each case's status in the judicial system

Date

as prepared

15th of following month

15th of following month within 15 days of approval by the Sheriff within 15 days of final ratification by all parties

when retrievable by computer

- E. The SHERIFF or his designee shall attend meetings of the Town's Select Board and other Town meetings as requested by the TOWN and community meetings and meetings with the Town staff which involve issues of mutual concern. Additionally, when requested by the Town Administrator, the SHERIFF or his designee shall provide advice or consent on law enforcement issues and attend other meetings.
- F. The SHERIFF shall consult with the TOWN a minimum of fourteen (14) days prior to permanent assignment of any deputy to the TOWN or permanent re-assignment of any deputy out of Chebeague Island. "Permanent" shall be considered any period of time exceeding sixty (60) calendar days.
- G. The SHERIFF shall make all decisions regarding hiring and firing of the deputies, provided that the SHERIFF replace the deputy only with an individual meeting the qualifications specified in this Contract. Provided further, the SHERIFF shall not terminate the deputy's employment before making provision for replacement of the deputy.
- H. When appropriate and only as provided by law, the SHERIFF shall provide the TOWN with written responses to citizen inquiries and complaints directed towards the Cumberland County Sheriff's Office. All responses shall be under the Sheriff's signature and provided within sixty (60) days of filing.

2.3 Processing of Evidence.

A. Evidence collected during the performance of law enforcement activities shall be processed in accordance with Cumberland County Sheriff's Office General Orders.

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment: Right of Control.

A. The COUNTY, through the SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.

3.2 Assignment of Law Enforcement.

A. The TOWN does hereby vest in each deputy sheriff, to the extent allowed by law, including but not limited to 30-A M.R.S. § 3009-A, as amended, enforcement powers of the TOWN which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such deputy sheriff. Every sworn deputy of the COUNTY so empowered hereby and engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be a sworn officer of TOWN while performing such services, duties, and responsibilities which constitute municipal functions and are within the scope of this Contract. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.

3.3 Sheriff's General Orders.

A. The SHERIFF shall provide to the TOWN a copy of the Cumberland County Sheriff's Office General Orders, including any updates and amendments added after publication.

ARTICLE 4 – TOWN OF CHEBEAGUE ISLAND RESPONSIBILITIES

4.1 Office Space.

A. As partial consideration for this Contract, the TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance, pest control, alarm services, and janitorial services, the Town-owned or

leased facility designated as the substation. The COUNTY shall maintain the substation in a clean condition, free from debris, with normal use excepted. In the event the COUNTY, its employees, or appointees destroy, deface, damage, impair, or remove any part of the substation, the COUNTY will be responsible, to the extent permitted by law, for repairing or replacing such property.

- B. Future space planning shall be coordinated with the COUNTY and the TOWN.
- C. The use and occupancy by the SHERIFF of the substation shall include the use in common with others entitled thereto of the automobile parking areas, driveways, pathways, entranceways, means of ingress and egress easements, loading and unloading facilities, and other facilities as may be designated from time to time by the TOWN and are subject to the terms and conditions of this Contract.

4.2 Town's Ordinances.

A. The TOWN shall provide to the SHERIFF two (2) copies of all Town ordinances that the SHERIFF and its deputies are empowered to enforce under this Contract and pursuant to 30-A M.R.S. § 3009-A, as amended.

ARTICLE 5 – COSTS

5.1 The total amount due for all law enforcement services for subsequent years shall be based upon the proposal submitted by the Sheriff during the TOWN's budget process to be approved by the Town Selectmen. The total amount due for all services beginning May 21, 2025, through September 1, 2025, shall be

Thirty-nine thousand, five hundred sixteen dollars and ninety-five cents, (\$39,516.95) and spread over a 12-month period for costs incurred by the COUNTY as described in this Contract.

- 5.2 The TOWN shall make payment in twelve (12) equal monthly installments. The first installment shall be due **June 1, 2025**; the remaining installments shall be due the first day of each succeeding month until the contract is paid in full.
- 5.3 The SHERIFF agrees that the deputy or deputies providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment. Except with respect to the enforcement of municipal ordinances, as authorized under this Contract, deputy sheriffs shall not be authorized to act on behalf of, or otherwise bind, the TOWN.
- 5.4 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.

ARTICLE 6 - ADDITIONAL PERSONNEL

6.1 If, by the judgment of the SHERIFF, additional temporary law enforcement personnel are available during the term of this Contract, the COUNTY agrees to provide the TOWN with such additional personnel as the TOWN may request, provided that, within a reasonable time in advance of employment, the TOWN furnishes the COUNTY with a written statement of the required term of service for said additional personnel and agrees, in writing, to pay a cost computed at a rate consistent with that of Article 5 hereof.

ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY

7.1 The COUNTY hereby represents and acknowledges that those services described in Article 2 of this Contract would not be provided through any appropriation of the annual budget of the COUNTY, in the event this Contract did not exist.

ARTICLE 8 - AUDIT OF RECORDS

8.1 The Town Administrator or her designee may, upon reasonable notice to the COUNTY, examine the existing COUNTY and SHERIFF records relating to the services provided pursuant to the terms of this Contract. Said records shall be maintained by the COUNTY in accordance with all applicable laws and regulations.

ARTICLE 9 - STANDARD OF PERFORMANCE

9.1 The TOWN and the COUNTY shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of deputies performed under this Contract; provided, however, that the COUNTY shall make the final determination on said issues. The COUNTY agrees to receive and consider, in good faith, all inquiries and requests made by the TOWN. All decisions pertaining to employment discipline and discharge of personnel, performance of duties and other personnel matters shall remain exclusively with the SHERIFF.

ARTICLE 10 – ARBITRATION

10.1 In the event of a dispute between parties, either party may request arbitration to resolve such disputes and may refer the disputed matter to an arbitration panel. Such election for arbitration shall be conclusively evidenced by the filing of a written demand for the arbitration with the opposing party. This demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made when the institution of legal or equitable proceedings based on such claims, dispute, or other matter in question would be barred by the applicable statute of limitations. A written demand for arbitration shall also set forth the name of the complaining party's representative to the arbitration panel, as defined below.

- 10.2 The arbitration panel shall consist of the following members: a representative of the TOWN appointed by the Selectmen, a representative of the COUNTY appointed by the County Commissioners, and a third member to be selected by the two members previously mentioned. If the representatives of the parties cannot agree on a third member within ten (10) days of the appointment of the last of them, either one may request the American Arbitration Association to appoint said third member and the selection of the American Arbitration Association shall be binding on both parties.
- 10.3 Once the party has sent the other party a written demand for arbitration, the other party must appoint its representative within ten (10) days of receipt of said demand for arbitration and must give notice of its decision to the other party within the same period of time.
- 10.4 The two representatives so appointed to the arbitration panel shall select a third member of their panel as provided in paragraph 10.2 above.
- 10.5 The claim, dispute, or other matter shall be submitted to the full arbitration panel after appointment of the third member and the panel shall render its decision within thirty (30) days from the close of the hearing.
- 10.6 All costs of the arbitration shall be borne equally by both parties.
- 10.7 The decision of the arbitrators shall be final and conclusive between both parties.

ARTICLE 11 - INDEMNITY

- 11.1 The COUNTY agrees to indemnify and hold harmless the TOWN from any and all liability, loss, or damage that the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising out of the COUNTY's performance or failure to perform any of the obligations set forth in this Contract. The COUNTY further agrees to defend any claims brought or actions filed against the TOWN with respect to the COUNTY's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.
- 11.2 The TOWN agrees to indemnify and hold harmless the COUNTY from any and all liability, loss, or damage that the COUNTY may suffer as a result of claims, demands, costs, or judgments against it arising out of the TOWN's performance or failure to perform any of the obligations set forth in this Contract. The TOWN further agrees to defend any claims brought or actions filed against the COUNTY with respect to the TOWN's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.
- 11.3 Neither the TOWN nor the COUNTY waive any defenses the parties may have under the Maine Tort Claims Act, 14 M.R.S. § 8101, et seq., as may be amended.

ARTICLE 12 – TERM

- 12.1 This Contract shall remain in full force and effect commencing May 21, 2025, and ending September 1, 2025, all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.
- 12.2 The terms and conditions of this Contract are contingent upon the approval of the SHERIFF and the Cumberland County Commissioners.
- 12.3 In the absence of a notice of termination in accordance with Article 13, this Contract shall automatically renew annually subject to the budget proposal by the COUNTY and subsequent appropriation of the funds required and approval by the TOWN.

ARTICLE 13 – TERMINATION

13.1 The TOWN or the COUNTY may terminate this Contract with or without cause upon written notice to the other party of this Contract; provided, however, that notice of such termination shall not be effective until after receipt of a ninety (90) day written notice, and the TOWN shall remain responsible for all monthly payments (as may be prorated as necessary) due and payable under Article 5 of this Contract up to the effective date of termination. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the Town Administrator. In the event, the Town's Select Board establishes a police department the COUNTY and the TOWN agree there will be no lapse in law enforcement services.

ARTICLE 14. - EXTENSION

14.1 Unless terminated by written notice, as agreed above, rights and privileges herein granted, together with all other provisions of this Contract, shall continue in full force and effect, subject to necessary negotiation of any added cost factors, for an additional period of thirty (30) days from the date of expiration heretofore mentioned, unless either party, at least ten (10) days prior to said date of expiration, shall notify the other party in writing that it does not desire the Contract to be extended for such an additional period.

ARTICLE 15 – TRANSITION

- 15.1 In the event of the termination or expiration of this Contract, the COUNTY and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the Sheriff's Office to another law enforcement agency, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.
- 15.2 In the event of termination or upon expiration of this Contract, the TOWN shall have the option to purchase from the COUNTY any equipment, fixtures, and furnishings furnished by the COUNTY to perform the services provided under this Contract. The

purchase price shall be determined by mutual Contract of the parties as to the fair-market value of such equipment, fixtures, and furnishings.

ARTICLE 16 – AUTHORITY TO EXECUTE AND ENFORCE

- 16.1 The County Manager, as authorized by the County Commissioners, by his/her execution hereof, does hereby represent to the TOWN that he/she has full power and authority to make and execute this Contract on behalf of the COUNTY pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.
- 16.2 The SHERIFF, by his/her execution hereof, does hereby represent to the TOWN that he/she only has administrative powers to enforce this Contract pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.
- 16.3 The Chair of the Chebeague Island Select Board, by his/her execution hereof, does represent to the COUNTY and SHERIFF that he/she has full power and authority to make and execute this Contract on behalf of the TOWN.
- 16.4 The portions of this Contract are severable. To the extent any portion of this contract is deemed to be illegal or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Contract shall continue in full force and effect.

ARTICLE 17 – COMMUNICATIONS

17.1 All communications supporting law enforcement and detention operations will be provided by the CCRCC (Cumberland County Regional Communication Center).

ARTICLE 18 – ENTIRE AGREEMENT

18.1 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and Contract of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Contract is executed.

ARTICLE 19-VEHICLE AND EQUIPMENT REPLACEMENT

19.1 Vehicle: The contracting town agrees to replace all cruisers on a four-year cycle or at one hundred twenty thousand accumulated miles. The mileage will be estimated at the expiration date of the contract (i.e. vehicle has 115,000 miles at the maturity date of the contract and it is expected that the cruiser will accumulate additional mileage well beyond the 120,000 miles based on previous use, the town agrees to replace the vehicle). Exceptions to the agreement would be as follows: if the vehicle has sustained an excessive unsafe amount of damage which would

bring the vehicles safety and the safety of the operator into question or if the need for vehicle replacement occurs within ninety (90) days of the end of the term of this Contract where either party has provided notice to terminate under Article 13. This would include, but is not limited to, mechanical, body or frame defects or damage to the vehicle that would cause the vehicle to be deemed unsafe to use as an emergency vehicle. This would be subject to a written formal opinion from a Certified Mechanic or Certified Auto Body Technician. If, in the opinion of one or both of these experts, the vehicle is deemed to be unsafe for use as an emergency vehicle, then the vehicle or equipment would be required to be replaced by the contracting town before the aforementioned year and mileage parameters are met. The contracting town would agree to absorb the cost associated with the replacement of the vehicle and any additional damaged equipment at the time that the vehicle or equipment has been determined to be damaged or unsafe.

Vehicle Equipment: The contracting town agrees to purchase the entire required and necessary emergency and enforcement related equipment associated with the emergency vehicle. The town agrees to replace any equipment that is in need of upgrading due to the equipment being damaged or outdated.

List of required equipment:

- All emergency lighting, siren and related equipment
- Interior protective cage/screens
- Laptop computer and stand
- Scanner
- Printer
- Emergency radios (Mobile and Portable)
- Push bumper/ guard
- Radar
- Ar-15 Rifle
- 12-gauge Shotgun
- Rifle and shotgun securing mounts
- First aid kit
- Dash camera (optional)
- Pursuit Spike Mat
- Self-inflating life vest
- Body Worn Camera (BWC)

IN WITNESS WHEREOF, the INHABITANTS OF THE TOWN OF Chebeague Island, by order duly adopted by its Select Board has caused this Contract to be signed by the Town Administrator and Cumberland County, Maine, by order of the County Commissioners, has caused this Contract to be subscribed by the County Manager, all on the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY:

COUNTY MANAGER
JAMES H. GAILEY

DATE:

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY:

SHERIFF
KEVIN J. JOYCE

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

INHABITANTS OF THE

TOWN OF CHEBEAGUE ISLAND

BY:

TOWN ADMINISTRATOR

VIKTORIA WOOD

DATE:



142 Federal St Portland, ME 04101

Position Paper

File #: 25-058 Agenda Date: 6/16/2025 Agenda #:

Agenda Item Request:

Authorization of the Law Enforcement Services Contract between Cumberland County, Cumberland County Sheriff's Office, and the Town of Long Island from June 2025 to September 2025.

Background and Purpose of Request:

Requestor: [Courtney George, LEC]

The Town of Long Island would receive forty-hours (40) of Law Enforcement service from the Sheriff's Office starting June 26, 2025 and ending on September 1, 2025

Funding Amount and Source:\$34,050.68

Effective Date if Applicable:

June 26, 2025 through September 1, 2025

POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners
FROM:	Captain Kerry Joyce
DATE:	5/27/25
SUBJECT:	Sheriff Law Enforcement Contract Long Island

Requested Action:

Approve the \$34,050.68 Summer Police Service contract with the town of Long Island.

Background & Purpose of Request:

The town of Long Island would receive forty-hours (40) of Law Enforcement service from the Sheriff's Office starting June 26, 2025 and ending on September 1, 2025.

Funding Amount and Source:

Credit received.

Attachments: (Please list out any Attachments you're including):

• Long Island Contract for Summer LE Services

Result: On this date	, the Cumberland County Board of Commissioners, by
vote of ,	the above request.

CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

LONG ISLAND – PATROL

06/26/2025 to 09/01/2025

AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND BETWEEN CUMBERLAND COUNTY, THE CUMBERLAND COUNTY SHERIFF, AND THE INHABITANTS OF THE TOWN OF LONG ISLAND

This Contract, effective June 26, 2025, is made by and between the Inhabitants of the Town of Long Island, a municipality of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), the County of Cumberland, Maine (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a County Officer elected per the Constitution of the State of Maine (hereinafter referred to as "SHERIFF") to provide enhanced law enforcement services within the town limits of Long Island, Cumberland County, Maine.

WITNESSETH:

WHEREAS, the TOWN is desirous of maintaining a high level of professional law enforcement services in conjunction and harmony with its fiscal policies of sound, financial management; and

WHEREAS, the TOWN also desires that the law enforcement services be performed such that the citizens of the TOWN retain the sense of community they enjoy; and

WHEREAS, the Cumberland County Sheriff serves as the chief law enforcement officer of the County pursuant to Maine law, responsible for the appointment of deputies and directing the sheriff's department; and

WHEREAS, pursuant to 30-A M.R.S.A. § 452, the County Commissioners, with the Sheriff's agreement, may enter into a contract with a municipality to provide patrol services by the sheriff's department; and

WHEREAS, the County Commissioners, pursuant to 30-A M.R.S.A. § 107, desire to enter into a contract with the TOWN to provide professional law enforcement services to the TOWN; and

WHEREAS, the TOWN is desirous of obtaining law enforcement services through the COUNTY and entering into a contract for such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

- 1.1 For the purposes of this Contract, the following terms shall have the respective meanings hereinafter set forth:
- A. Deputy Sheriff shall mean an individual who is appointed by the SHERIFF in accordance with 30-A M.R.S.A §381, and who has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff and who shall perform the duties and responsibilities as set forth in Article 2 of this Contract.
- B. Law Enforcement Patrol Services or Services as referred to in this Contract shall include all those duties and functions of the type coming within the jurisdiction of, and customarily provided by, municipal police departments within the state of Maine.
- C. Patrol Unit shall mean one staffed, marked patrol car and all standard equipment as defined by the Cumberland County Sheriff's Office General Orders.
- D. Substation shall mean a subsidiary or branch station of the Cumberland County Sheriff's Office.

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services.

- A. The COUNTY, through the SHERIFF, shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional law enforcement services within and throughout the TOWN to the extent and in the manner herein described.
- B. The SHERIFF, or his designee, shall assign deputy sheriffs and other personnel necessary to provide the level of professional law enforcement services consistent with this Contract as set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto.
 - 1. The SHERIFF shall at all times provide to the Town the equivalent of **One** (1) full time deputy sheriffs all of whom are certified law enforcement officers by the Maine Criminal Justice Academy.
 - 2. All vacant shifts will be filled by the SHERIFF or his designee.
- C. While contracted to provide law enforcement services, deputy sheriffs will

enforce TOWN ordinances and State statutes. Performance of all duties of deputy sheriffs shall be in accordance with Cumberland County Sheriff's Office General Orders.

- D. When necessary, the COUNTY, through the SHERIFF, shall additionally provide to the TOWN, at no additional cost, the following expertise and services:
 - a. Traffic Crash Investigations/Reconstruction:
 - a. Crime Scene Services (Crime Scene Investigators/Investigations, Forensics Investigations, and Collection of Evidence):
 - b. Prisoner and Jail Services;
 - c. Records Retention;
 - d. Civil Service Officers;
 - e. Patrol and Detection Canine Support;
 - f. Emergency Services Unit (ESU);
 - g. Law Enforcement Training Section;
 - h. Task Force Personnel;
 - i. Crime Prevention:
 - i. Police Service Activities and Volunteers;
 - k. Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victims);
 - I. Dive Team:
 - m. Administrative Investigations (Internal Affairs) for the Cumberland County Sheriff's Office;
 - n. Any other such units or services as the Cumberland County Sheriff's Office may provide normally.
- E. All deputies assigned to the TOWN shall remain within the municipal boundaries during the regularly assigned patrol shift, unless otherwise necessary to perform their official duties.
- F. In the event of an emergency response call and/or an exigent circumstance arises, deputies assigned to the TOWN will perform services in a similar way to that of a police department assisting under a mutual aid agreement.
- G. Vehicles, Supplies, Equipment and Office Furniture:
 - 1. The COUNTY shall provide marked patrol units for performance of the services under this Contract. Each marked patrol unit shall prominently display on

the exterior the indicia of both the Cumberland County Sheriff's Office and the Town of Long Island. All other vehicular markings, decals, bumper stickers, slogans, etc. are expressly prohibited without approval from the Town. The Town agrees that all equipment used by the deputies will be issued through the SHERIFF's office for assignment. The Town agrees that all requests made by the deputies to the Town pertaining to equipment, schooling, work schedule, etc. will be referred to the administrators of the SHERIFF's Office for approval.

- 2. The COUNTY agrees to maintain vehicles assigned to the TOWN under this Contract consistent with the manufacturer's recommended maintenance schedule. The COUNTY shall utilize any list maintained by the TOWN for requisition of all wrecker services.
- 3. The COUNTY shall provide the TOWN, no later than February 1 of each year, with a contract cost proposal for the 12-month period beginning the following date agreed upon.
- 4. The deputies assigned to the TOWN shall be authorized to store their county-owned vehicles at private residences during off-duty hours at the sole discretion of the COUNTY, so long as the policy applies to all deputies. In the event that this authority is revoked by the COUNTY, all county-owned vehicles shall be stored at a single county-owned facility.
- 5. The COUNTY shall provide necessary office supplies and office furniture for use by contract deputies in order to fulfill assignments.
- 6. Any supplies and office furniture furnished or purchased by the TOWN shall remain the property of the TOWN.
- 7. Any supplies and office furniture furnished or purchased by COUNTY shall remain the property of COUNTY.

2.2 Administrative Responsibilities.

- A. The deputy sheriffs assigned per this Contract will perform all duties and responsibilities consistent with the Cumberland County Sheriff's Office General Orders and this Contract, under the direction of the SHERIFF.
- B. The SHERIFF or his designee shall notify the Town Administrator in a timely manner of any major/significant crimes or incidents, unusual occurrences, or emergencies that occur within the TOWN.
- C. A formal analysis of law enforcement-related trends and indicators shall be prepared and presented to the TOWN on a monthly basis by the SHERIFF.
- D. The SHERIFF shall provide to the TOWN written reports in accordance with the following schedule:

Report

schedule for deputies assigned to Long Island

monthly categorical summary of calls for service

monthly summary of moving traffic stops
 With distinction between warnings and summons

copies of all operational policies approval

and procedures

- copies of approved collective bargaining agreements which pertain to deputies assigned to Long Island
- summary of pending criminal cases to include each case's status in the judicial system

Date

as prepared

15th of following month

15th of following month within 15 days of

by the Sheriff
within 15 days of final
ratification by all parties

when retrievable by computer

- E. The SHERIFF or his designee shall attend meetings of the Town's Select Board and other Town meetings as requested by the TOWN and community meetings and meetings with the Town staff which involve issues of mutual concern. Additionally, when requested by the Town Administrator, the SHERIFF or his designee shall provide advice or consent on law enforcement issues and attend other meetings.
- F. The SHERIFF shall consult with the TOWN a minimum of fourteen (14) days prior to permanent assignment of any deputy to the TOWN or permanent re-assignment of any deputy out of Long Island. "Permanent" shall be considered any period of time exceeding sixty (60) calendar days.
- G. The SHERIFF shall make all decisions regarding hiring and firing of the deputies, provided that the SHERIFF replace the deputy only with an individual meeting the qualifications specified in this Contract. Provided further, the SHERIFF shall not terminate the deputy's employment before making provision for replacement of the deputy.
- H. When appropriate and only as provided by law, the SHERIFF shall provide the TOWN with written responses to citizen inquiries and complaints directed towards the

Cumberland County Sheriff's Office. All responses shall be under the Sheriff's signature and provided within sixty (60) days of filing.

2.3 Processing of Evidence.

A. Evidence collected during the performance of law enforcement activities shall be processed in accordance with Cumberland County Sheriff's Office General Orders.

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment: Right of Control.

A. The COUNTY, through the SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.

3.2 Assignment of Law Enforcement.

A. The TOWN does hereby vest in each deputy sheriff, to the extent allowed by law, including but not limited to 30-A M.R.S. § 3009-A, as amended, enforcement powers of the TOWN which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such deputy sheriff. Every sworn deputy of the COUNTY so empowered hereby and engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be a sworn officer of TOWN while performing such services, duties, and responsibilities which constitute municipal functions and are within the scope of this Contract. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.

3.3 Sheriff's General Orders.

A. The SHERIFF shall provide to the TOWN a copy of the Cumberland County Sheriff's Office General Orders, including any updates and amendments added after publication.

ARTICLE 4 – TOWN OF LONG ISLAND RESPONSIBILITIES

4.1 Office Space.

- As partial consideration for this Contract, the TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance, pest control, alarm services, and janitorial services, the Town-owned or leased facility designated as the substation. The COUNTY shall maintain the substation in a clean condition, free from debris, with normal use excepted. In the event the COUNTY, its employees, or appointees destroy, deface, damage, impair, or remove any part of the substation, the COUNTY will be responsible, to the extent permitted by law, for repairing or replacing such property.
- B. Future space planning shall be coordinated with the COUNTY and the TOWN.
- C. The use and occupancy by the SHERIFF of the substation shall include the use in common with others entitled thereto of the automobile parking areas, driveways, pathways, entranceways, means of ingress and egress easements, loading and unloading facilities, and other facilities as may be designated from time to time by the TOWN and are subject to the terms and conditions of this Contract.

4.2 Town's Ordinances.

A. The TOWN shall provide to the SHERIFF two (2) copies of all Town ordinances that the SHERIFF and its deputies are empowered to enforce under this Contract and pursuant to 30-A M.R.S. § 3009-A, as amended.

ARTICLE 5 – COSTS

5.1 The total amount due for all law enforcement services for subsequent years shall be based upon the proposal submitted by the Sheriff during the TOWN's budget process to be approved by the Town Selectmen. The total amount due for all services beginning June 26, 2025, through September 01, 2025, shall be

Thirty-four thousand, fifty dollars and sixty-eight cents, (\$34,050.68) and spread over a 12-month period for costs incurred by the COUNTY as described in this Contract.

- 5.2 The TOWN shall make payment in twelve (12) equal monthly installments. The first installment shall be due **July 1, 2025**; the remaining installments shall be due the first day of each succeeding month until the contract is paid in full.
- 5.3 The SHERIFF agrees that the deputy or deputies providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment. Except with respect to the enforcement of municipal ordinances, as authorized under this Contract, deputy sheriffs shall not be authorized to act on behalf of, or otherwise bind, the TOWN.

5.4 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.

ARTICLE 6 - ADDITIONAL PERSONNEL

6.1 If, by the judgment of the SHERIFF, additional temporary law enforcement personnel are available during the term of this Contract, the COUNTY agrees to provide the TOWN with such additional personnel as the TOWN may request, provided that, within a reasonable time in advance of employment, the TOWN furnishes the COUNTY with a written statement of the required term of service for said additional personnel and agrees, in writing, to pay a cost computed at a rate consistent with that of Article 5 hereof.

ARTICLE 7 - REPRESENTATION OF CUMBERLAND COUNTY

7.1 The COUNTY hereby represents and acknowledges that those services described in Article 2 of this Contract would not be provided through any appropriation of the annual budget of the COUNTY, in the event this Contract did not exist.

ARTICLE 8 - AUDIT OF RECORDS

8.1 The Town Administrator or her designee may, upon reasonable notice to the COUNTY, examine the existing COUNTY and SHERIFF records relating to the services provided pursuant to the terms of this Contract. Said records shall be maintained by the COUNTY in accordance with all applicable laws and regulations.

ARTICLE 9 - STANDARD OF PERFORMANCE

9.1 The TOWN and the COUNTY shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of deputies performed under this Contract; provided, however, that the COUNTY shall make the final determination on said issues. The COUNTY agrees to receive and consider, in good faith, all inquiries and requests made by the TOWN. All decisions pertaining to employment discipline and discharge of personnel, performance of duties and other personnel matters shall remain exclusively with the SHERIFF.

ARTICLE 10 – ARBITRATION

10.1 In the event of a dispute between parties, either party may request arbitration to resolve such disputes and may refer the disputed matter to an arbitration panel. Such election for arbitration shall be conclusively evidenced by the filing of a written demand for the arbitration with the opposing party. This demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen,

and in no event shall it be made when the institution of legal or equitable proceedings based on such claims, dispute, or other matter in question would be barred by the applicable statute of limitations. A written demand for arbitration shall also set forth the name of the complaining party's representative to the arbitration panel, as defined below.

- 10.2 The arbitration panel shall consist of the following members: a representative of the TOWN appointed by the Selectmen, a representative of the COUNTY appointed by the County Commissioners, and a third member to be selected by the two members previously mentioned. If the representatives of the parties cannot agree on a third member within ten (10) days of the appointment of the last of them, either one may request the American Arbitration Association to appoint said third member and the selection of the American Arbitration Association shall be binding on both parties.
- 10.3 Once the party has sent the other party a written demand for arbitration, the other party must appoint its representative within ten (10) days of receipt of said demand for arbitration and must give notice of its decision to the other party within the same period of time.
- 10.4 The two representatives so appointed to the arbitration panel shall select a third member of their panel as provided in paragraph 10.2 above.
- 10.5 The claim, dispute, or other matter shall be submitted to the full arbitration panel after appointment of the third member and the panel shall render its decision within thirty (30) days from the close of the hearing.
- 10.6 All costs of the arbitration shall be borne equally by both parties.
- 10.7 The decision of the arbitrators shall be final and conclusive between both parties.

ARTICLE 11 - INDEMNITY

- 11.1 The COUNTY agrees to indemnify and hold harmless the TOWN from any and all liability, loss, or damage that the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising out of the COUNTY's performance or failure to perform any of the obligations set forth in this Contract. The COUNTY further agrees to defend any claims brought or actions filed against the TOWN with respect to the COUNTY's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.
- 11.2 The TOWN agrees to indemnify and hold harmless the COUNTY from any and all liability, loss, or damage that the COUNTY may suffer as a result of claims, demands, costs, or judgments against it arising out of the TOWN's performance or failure to perform any of the obligations set forth in this Contract. The TOWN further agrees to defend any claims brought or actions filed against the COUNTY with respect to the TOWN's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.
- 11.3 Neither the TOWN nor the COUNTY waive any defenses the parties may have under the Maine Tort Claims Act, 14 M.R.S. § 8101, et seq., as may be amended.

ARTICLE 12 – TERM

- 12.1 This Contract shall remain in full force and effect commencing June 26, 2025, and ending September 01, 2025, all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.
- 12.2 The terms and conditions of this Contract are contingent upon the approval of the SHERIFF and the Cumberland County Commissioners.
- 12.3 In the absence of a notice of termination in accordance with Article 13, this Contract shall automatically renew annually subject to the budget proposal by the COUNTY and subsequent appropriation of the funds required and approval by the TOWN.

ARTICLE 13 – TERMINATION

13.1 The TOWN or the COUNTY may terminate this Contract with or without cause upon written notice to the other party of this Contract; provided, however, that notice of such termination shall not be effective until after receipt of a ninety (90) day written notice, and the TOWN shall remain responsible for all monthly payments (as may be prorated as necessary) due and payable under Article 5 of this Contract up to the effective date of termination. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the Town Administrator. In the event, the Town's Select Board establishes a police department the COUNTY and the TOWN agree there will be no lapse in law enforcement services.

ARTICLE 14. - EXTENSION

14.1 Unless terminated by written notice, as agreed above, rights and privileges herein granted, together with all other provisions of this Contract, shall continue in full force and effect, subject to necessary negotiation of any added cost factors, for an additional period of thirty (30) days from the date of expiration heretofore mentioned, unless either party, at least ten (10) days prior to said date of expiration, shall notify the other party in writing that it does not desire the Contract to be extended for such an additional period.

ARTICLE 15 - TRANSITION

- 15.1 In the event of the termination or expiration of this Contract, the COUNTY and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the Sheriff's Office to another law enforcement agency, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.
- 15.2 In the event of termination or upon expiration of this Contract, the TOWN shall

have the option to purchase from the COUNTY any equipment, fixtures, and furnishings furnished by the COUNTY to perform the services provided under this Contract. The purchase price shall be determined by mutual Contract of the parties as to the fair-market value of such equipment, fixtures, and furnishings.

ARTICLE 16 - AUTHORITY TO EXECUTE AND ENFORCE

- 16.1 The County Manager, as authorized by the County Commissioners, by his/her execution hereof, does hereby represent to the TOWN that he/she has full power and authority to make and execute this Contract on behalf of the COUNTY pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.
- 16.2 The SHERIFF, by his/her execution hereof, does hereby represent to the TOWN that he/she only has administrative powers to enforce this Contract pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.
- 16.3 The Chair of the Long Island Select Board, by his/her execution hereof, does represent to the COUNTY and SHERIFF that he/she has full power and authority to make and execute this Contract on behalf of the TOWN.
- 16.4 The portions of this Contract are severable. To the extent any portion of this contract is deemed to be illegal or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Contract shall continue in full force and effect.

ARTICLE 17 – COMMUNICATIONS

17.1 All communications supporting law enforcement and detention operations will be provided by the CCRCC (Cumberland County Regional Communication Center).

ARTICLE 18 – ENTIRE AGREEMENT

18.1 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and Contract of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Contract is executed.

ARTICLE 19-VEHICLE AND EQUIPMENT REPLACEMENT

19.1 Vehicle: The contracting town agrees to replace all cruisers on a four year cycle or at one hundred twenty thousand accumulated miles. The mileage will be estimated at the expiration date of the contract (i.e. vehicle has 115,000 miles at the maturity date of the contract and it is expected that the cruiser will accumulate additional mileage well beyond the 120,000 miles based on previous

use, the town agrees to replace the vehicle). Exceptions to the agreement would be as follows: if the vehicle has sustained an excessive unsafe amount of damage which would bring the vehicles safety and the safety of the operator into question or if the need for vehicle replacement occurs within ninety (90) days of the end of the term of this Contract where either party has provided notice to terminate under Article 13. This would include, but is not limited to, mechanical, body or frame defects or damage to the vehicle that would cause the vehicle to be deemed unsafe to use as an emergency vehicle. This would be subject to a written formal opinion from a Certified Mechanic or Certified Auto Body Technician. If, in the opinion of one or both of these experts, the vehicle is deemed to be unsafe for use as an emergency vehicle, then the vehicle or equipment would be required to be replaced by the contracting town before the afore mentioned year and mileage parameters are met. The contracting town would agree to absorb the cost associated with the replacement of the vehicle and any additional damaged equipment at the time that the vehicle or equipment has been determined to be damaged or unsafe.

Vehicle Equipment: The contracting town agrees to purchase the entire required and necessary emergency and enforcement related equipment associated with the emergency vehicle. The town agrees to replace any equipment that is in need of upgrading due to the equipment being damaged or outdated.

List of required equipment:

- All emergency lighting, siren and related equipment
- Interior protective cage/screens
- Laptop computer and stand
- Scanner
- Printer
- Emergency radios (Mobile and Portable)
- Push bumper/ guard
- Radar
- Ar-15 Rifle
- 12 gauge Shotgun
- Rifle and shotgun securing mounts
- First aid kit
- Dash camera (optional)
- Pursuit Spike Mat
- Self inflating life vest
- Body Worn Camera (BWC)

IN WITNESS WHEREOF, the INHABITANTS OF THE TOWN OF Long Island, by order duly adopted by its Select Board has caused this Contract to be signed by the Chair of its Select Board and Cumberland County, Maine, by order of the County Commissioners, has caused this Contract to be subscribed by the County Manager, all on the day and year first above written.

IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY:

COUNTY MANAGER

JAMES H. GAILEY

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY:

SHERIFF

KEVIN J. JOYCE

DATE:

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

INHABITANTS OF THE

TOWN OF LONG ISLAND

Town Manager

DATE: 5/27/25



142 Federal St Portland, ME 04101

Position Paper

File #: 25-059 Agenda Date: 6/16/2025 Agenda #:

Agenda Item Request:

Appointment of Finance Director Theresa Grover to serve as Cumberland County's Treasurer beginning July 1, 2025.

Background and Purpose of Request:

Per County Charter Chapter 3: Subsection 3.8.1.1, the County Treasurer is a County Commissioner appointed position.

Since the elimination of the elected Treasure position back in 2014, staff member Alex Kimball has served as the County Treasurer, while he was Finance Director and as recent as Assistant County Manager.

With Alex's departure at the end of July of this year, the County Commissioners need to appoint a new Treasurer. Staff has discussed the appointment with the County's Auditors making sure there have been no recent changes to the guidelines for segregation of duties. All is above board and Theresa as the Finance Director can hold the Treasurer's title also.

Upon the appointment, staff will begin changing the applicable locations a Treasurer is titled.

Effective Date if Applicable: July 1, 2025



142 Federal St Portland, ME 04101

Position Paper

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Since the elimination of the elected Treasure position back in 2014, staff member Alex Kimball has served as the County Treasurer, while he was Finance Director and as recent as Assistant County Manager.

With Alex's departure at the end of July of this year, the County Commissioners need to appoint a new Treasurer. Staff has discussed the appointment with the County's Auditors making sure there have been no recent changes to the guidelines for segregation of duties. All is above board and Theresa as the Finance Director can hold the Treasurer's title also.

Upon the appointment, staff will begin changing the applicable locations a Treasurer is titled.

Effective Date if Applicable: July 1, 2025



142 Federal St Portland, ME 04101

Position Paper

File #: 25-060 **Agenda Date**: 6/16/2025 **Agenda #**:

Agenda Item Request:

Adoption of Successor Collective Bargaining Agreement with the Teamsters Local 340, Corrections Supervisors July 2025 - June 2028

Background and Purpose of Request:

Requestor: Amy Jennings, Human Resources

County staff to review substantive changes to the Collective Bargaining Agreement with the Teamsters Local 340, Corrections Supervisors.

Attachments:

Recommendations and Summary, Red-lined Collective Bargaining Agreement with the Teamsters Local 340, Corrections Supervisors

CUMBERLAND COUNTY COMMISSIONERS

Memorandum

TO: Cumberland County Commissioners

FROM: Amy Jennings, Human Resources Director

DATE: June 16, 2025

RE: Recommendation for Adoption of Successor Collective Bargaining

Agreement with the Teamsters Local 340, Corrections Supervisors

Term: July 1, 2025 to June 30, 2028

The Collective Bargaining Agreement with the Teamsters Local 340, corrections supervisors expires on June 30, 2025.

The administration has reached a tentative agreement on a successor Collective Bargaining Agreement with the Teamsters Local 340, Corrections Supervisors, which currently represents twenty-one (21) Corrections Lieutenants and Sergeants at the Cumberland County Jail.

The tentative agreement has been ratified by the Union membership. The Administration recommends your support for the new Collective Bargaining Agreement on June 16, 2025.

The term of the tentative agreement is for three (3) years, from July 1, 2025 through June 30, 2028.

The cost and terms of the tentative agreement is within the bargaining guidance authorized by the County Commissioners during our executive session on March 17, 2025.

Included with this memorandum is a marked copy of the tentative agreement showing red-lined changes.

Summarized below are the substantive changes to the new contract:

Article 10 – Leaves of Absence

Added new language - Maine Paid Family and Medical Leave Law

Article 14 – Wages, Work Week, Overtime and Work Day

- 4% base wage increase Lieutenants, 5% base wage increase Sergeants, 4% increase for the Food Service Manager effective July 1, 2025
- 4% base wage increase Lieutenants, 5% base wage increase Sergeants, 4% increase for the Food Service Manager effective July 1, 2026

Article 14 – Wages, Work Week, Overtime and Work Day (cont.)

- 4% base wage increase Lieutenants, Sergeants and Food Service Manager effective July 1, 2027
- 3PM 11PM shift differential increased to \$.70/hour
- Increased Weekend shift differential to \$1.00/hour
- Changed trial work schedule to updated work schedule
- Added shift swap language
- Added hold-over language
- Added \$1.00/hour stipend to Transport Sergeant classification
- Added \$1.00hour stipend to Intake Lieutenant classification
- Increased commission stipend to \$.50
- Added \$1.50/hour Field Training Officer (FTO) stipend contingent on development of a formal training program

<u>Article 19 – Insurance</u>

- Effective January 1, 2026 contingent on the NCEU collective bargaining agreement ratification for the same plan, qualified employees will be moved to MainePERS Plan 3C 25 years/no age with no County contribution to buy-back service years
- Increased employer contribution match to the 457 deferred income retirement plan to 7%

<u>Article 23 – Vacancies</u>

• Updated Sergeant promotional process

Article 25 – Discharge and Suspension

• Updated language for clarity and process

Article 29 – Reproduction of Agreement

• Updated language for clarity and process

Appendix A – Wage Table

• Revise to reflect base wage increases

<u>Appendix B – Uniforms</u>

Updated language

Appendix D – Teamster Corrections Supervisor Promotion Worksheet

Revised and updated worksheet and scoring sheet

<u>PREAMBLE</u>

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

ARTICLE 1 - RECOGNITION

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

ARTICLE 2 – DEFINITIONS

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

ARTICLE 3 - GRIEVANCE PROCEDURE

A. Definitions

- 1. Grievance A grievance shall be a dispute between the parties as to the meaning or application of the specific terms of the collective bargaining agreement.
- 2. Days Days shall be calendar days Monday through Friday, excluding legal holidays, and may be extended by mutual agreement by telephone but confirmed in writing.

3. Informal Step

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

B. Step 1 – Jail Administrator

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

C. Step 2 - County Manager

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

D. Step 3 - Arbitration

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

E. General Provisions

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

- 2. The time limits for processing of grievances may be extended orally by mutual agreement and confirmed in writing.
- 3. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.
- 4. Each grievance must contain the name of the grievant, the date of occurrence, the current date, the article(s) of the Agreement violated, and the remedy sought.
- 5. All grievance appeals must be responsive to the answer at the previous step.
- 6. Whenever the Union is grieving on behalf of an employee, the name of the employee(s) must be placed on the grievance form and the employee must be aware such grievance has been filed on his/her behalf.
- 7. Nothing in this procedure prevents an employee from filing a grievance on his/her own behalf, provided the Union is notified, given an opportunity to be present at any meeting where the grievance is discussed, allowed to state its view and that no resolution of such grievance is inconsistent the terms of the Agreement.
- 8. A grievance shall be initiated at the lowest level at which a remedy can be granted.
- 9. If either party requests that a transcript be made of an arbitration hearing, such transcript shall constitute the only official record of the hearing. The party causing such transcript to be made shall pay the costs involved and furnish the arbitrator with a copy. If the opposite party requests a copy of the transcript, it shall pay the costs to have such transcript made.

ARTICLE 4 - DUES DEDUCTION

A. Monthly Dues

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

B. Forwarding of Dues

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

C. Indemnification

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

ARTICLE 5 - UNION SECURITY

A. Membership

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

B. Indemnification

The Union shall indemnify, defend and hold the employer harmless against all claims and suits which may arise as a result of action taken pursuant to this article and in the collection of dues.

ARTICLE 6 - BULLETIN BOARDS

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

ARTICLE 7 - ACCESS TO EMPLOYEES

A. Conditions of Access

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

B. Notification to Supervisor

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

ARTICLE 8 - UNION ACTIVITIES

A. Leave for Union Business

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

B. Non-Discrimination

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

ARTICLE 9 - SHOP STEWARDS

A. Duties

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

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

B. Time Off For Union Business

The Employer will grant up to two and one half (2 ½) hours per week to the Union for the Steward to investigate, present, and process grievances on or off the property of the Employer and/or participate in negotiations without loss of pay. Such time spent shall be considered working hours in computing daily and/or weekly overtime.

ARTICLE 10 - LEAVES OF ABSENCE

A. Family Medical Leave

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

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

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

B. Maine Paid Family and Medical Leave Law

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.

Contributions to the program shall begin on the effective date of this CBA (July 1, 2025) and shall be calculated as required under the law. The contribution is currently Costs associated with the 1% of wages paid to employees. Employees will be responsible for half of the required contribution, which will be withheld through payroll deductions. tax burden associated with this law shall be borne 50/50.

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

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

1. Should an employee not be eligible for, or have otherwise exhausted other available leave, such as FMLA, or require an extension of leave due to a disability or serious health condition, the employee may be eligible to take a

leave of absence pursuant to this section where medically necessary. All leave requests will be reviewed pursuant to applicable state and federal law including but not limited to the Family Medical Leave Act and the Americans with Disabilities Act (the "ADA").

- 2. Pursuant to the Americans with Disabilities Act and other applicable Maine law, the County shall provide a reasonable accommodation for a qualified employee with a disability, unless such accommodation would cause an undue hardship on the County. The employee shall inform the County of the need for an accommodation as quickly as practicable upon becoming aware that a workplace barrier exists. The County may request clarification concerning the nature of the medical condition and the employee's limitations in order to identify an appropriate reasonable accommodation. The County and the employee shall engage in an interactive process to determine an effective reasonable accommodation within as quick a timeframe as is practicable under the circumstances.
- 3. Employees seeking an extended medical leave of absence shall notify the Human Resources (HR) Department. The HR Department will then notify the Jail Administrator and County Manager.
- 4. Absent exigent circumstances, the employee shall submit written notification to the Jail Administrator and Human Resources Department at least thirty (30) days prior to their anticipated departure stating the probable duration of the leave. If this is not feasible, then the employee shall provide as much advance notice as possible. The County Manager will review written requests for extended medical leaves, and prior to making a determination, may require the employee to furnish written medical certification from an attending physician justifying the need for the leave and setting forth the anticipated duration, and any limiting conditions or restrictions under which work may be performed before and/or after the leave.
- 5. Prior to an employee being allowed to return to work from an extended medical leave of absence the County may send an employee to a physician or occupational health provider of its choosing for a Fitness For Duty physical exam.
- 6. Two weeks prior to the expiration of an approved leave, the employee may request a thirty (30) day extension, or an additional period of time, from the County Manager by making a written request to the Human Resources Department. The employee shall be required to furnish written medical certification for the need for the extended leave, and if known, anticipated return to work date.

- 7. Extended medical leaves of absence, including extensions and renewals, shall not exceed a total combined period in excess of twelve (12) months from the start of the leave, including FMLA. If the employee does not return to work, or is unable to return to work, at the end of the twelve (12) months of leave, the employee may be terminated.
- 8. Approved medical leaves of absence shall immediately be discontinued in the event an employee is approved for disability retirement benefits.
- 9. Failure on the part of the employee to return to work after the expiration of an approved leave is deemed an unauthorized absence from work and a voluntary resignation from County employment.
- 10. Accrued earned time shall be paid out to an employee on an approved medical leave of absence.
- 11. While out of work on an approved medical leave of absence, if an employee performs work for any other employer, or as a self-employed person, the leave may be cancelled.

DC. Leave of Absence for Other than Illness or Injury

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

ED. Jury Duty

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

- 1. Employees continue to be paid their regular weekly wages during the time they are fulfilling their obligations as a juror;
- 2. Employees provide the Jail Administrator and Human Resources Director with an official statement of their juror's pay as soon as possible.
- 3. If such juror's pay is less than the employee's regular pay for the period served as juror, the employee submits the entire amount of the juror's pay to the County.

- 4. If such juror's pay is equal to or greater than the employee's regular pay for the period served as juror, the employee refunds to the County that amount of the juror's pay which is equal to the amount paid to the employee by the County for the period served as juror.
- 5. If an employee fails to turn applicable jury duty pay over to the County, the County may deduct such pay from the employee's pay check.

FE. 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.

GF. 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.

HG. Military Leave – Active Duty

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

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

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

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

employees must notify the employer of their return no later than 90 days after being released from active duty.

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

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

IH. Reserve Military Leave

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

JI. Light Duty

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

ARTICLE 11 – EARNED TIME

A. Definition of Earned Time:

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

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

Unplanned earned time is time off requested by the employee with less than 24-hour notice. Request for this leave privilege will be monitored to ensure there is no misuse. Request for time off slip will be completed by the supervisor. Based upon operational needs, the supervisor may or may not approve the leave request. Abuse of this leave may result in disciplinary action.

B. Earned Time Leave Accrual

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

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

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

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

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

C.D. Notice

Earned time leave requests will be approved on the basis of seniority if more than one (1) employee requests earned time for the same time period. Earned time leave requests for forty (40) or more hours must be submitted in writing 15 days prior to the first day of the requested period. Approval of any leave request is subject to the operational needs of the employer. Any request for earned time leave that is submitted with less notice time as required by this agreement must be approved by the Jail Administrator, or Designee.

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

D.E. Maine Earned Time Leave

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

E. Payment of Unused Earned Time

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

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

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

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

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

F. Promotion from NCEU - Conversion of Accrued Leave

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

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

ARTICLE 12 - BEREAVEMENT LEAVE

A. Immediate Family

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

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

B. Other Family

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

C. Other Person

The Employer shall grant the time needed, up to one (1) day without loss of pay, to attend the funeral of any other person with whom the employee enjoys a close personal relationship.

ARTICLE 13 - HOLIDAYS

A. Number of Days

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

B. Working on a Holiday

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

C. Other Holidays

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

D. Eligibility

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

E. Holiday during Vacation

If a holiday is observed during an employee's vacation, the employee shall not be charged with the use of a vacation day for the holiday.

F. Computation for Overtime

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

G. Accrual of Holidays

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

H. Notice

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

I. Donation of Holidays

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

1. All Leave Exhausted

Employees receiving such donation shall have exhausted all paid leave.

2. Rate of Pay

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

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

A. Wages.

Employees shall be paid in accordance with Appendix A.

For the first year of the agreement beginning July 1, 202<u>5</u>1 and ending June 30, 202<u>6</u>2, the wage scale shall be increased by two and one half percent (2.5%). Four percent (4%) for Lieutenants, Five percent (5%) for Sergeants and Four percent (4%) for the Food Services Manager.

The wage scale for the period of July 1, $202\underline{62}$ and ending June 30, $202\underline{73}$ shall be increased by four percent (4.0%). Four percent (4%) for Lieutenants, Five percent (5%) for Sergeants and Four percent (4%) for the Food Services Manager.

The wage scale for the period of July 1, 202<u>7</u>3 and ending June 30, 202<u>8</u>4, shall be increased by four and one half percent (4.5%). For Lieutenants, Sergeants and Food Service Manager.

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

B. Shift Differential

Employees who work the evening shift (1500-2300) shall be paid shift differential of \$.25 .70 per hour and employees who work the night shift (2300-0700) shall be paid shift differential of \$.40 per hour. Employees who work the weekend (Friday 2300 thru Monday 0700) shall be paid weekend differential pay of \$1.00 per hour.

C. Overtime Pay

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

D. Overtime List

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

E. Work Week

- 1. Employees will be regularly scheduled to work 40 hours in a 7-day period. The work week is from Sunday at 7a.m. to the following Sunday at 6:59 a.m. Employees shall be permitted to continue the practice of "odd shifting" changing work hours on a particular day with the prior approval of management in order to attend training and meetings.
- 2. The attached Appendix E (<u>Lieutenants</u>, <u>Sergeant and Intake</u>) [<u>Lieutenants</u>] and <u>Appendix F [Sergeants]</u>, work schedule is the current work <u>schedule.</u>, shall remain in effect for a Trial Period of one year from the date of implementation, which shall be the start of the first pay week following thirty (30) days after ratification of this Agreement by the Union and County Commissioners.

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

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

F. Inclement Weather

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

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

G. Rest Breaks

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

H. Acting Lieutenants

- a. The Employer may order the senior sergeant to be Acting Lieutenant selected from the qualified sergeants on the shift.
- b. The Acting Lieutenant pay rate shall be \$2.00 per hour in addition to the employee's regular pay rate.

I. Overtime

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

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

J. Overtime Time Cap and Premium Pay

- 1. Employees may voluntarily work a maximum of thirty-two (32) hours of overtime each pay week; total of seventy-two (72) hours.
- 2. Employees who work between fifty-six (56) through seventy-two (72) hours in a pay week are eligible for a premium differential of \$4.17 per hour for each hour worked from 56 to 72 hours. Note: Holiday time is not included as hours worked for eligibility for this premium differential.

3. Except where otherwise provided in this Agreement, overtime will only be paid for all hours worked over forty (40) in a seven (7) day pay week at one and one-half (1.5X) the employee's regular rate of pay.

K. Shift Swaps

Employees may swap within the same job classification once per week per employee; The total number of shift swaps will be limited to 2 swaps per week per shift.

Employees must be qualified to work the post they are swapping to.

No swapping of overtime shifts and No swapping that creates overtime.

Swaps must be completed within the same pay period.

Requests for shift swaps must be submitted, in writing on an approved form signed by both parties to the swap, by Wednesday of the week prior to the week in which the shift swap is to occur and the request must be approved, in writing, prior to the shift swaps.

Shift swaps shall remain in effect for the life of the current agreement or as mutually agreed to in a successor collective bargaining agreement.

L. Hold-Overs:

Supervisor shifts will be filled by Teamster Supervisor's. When a Supervisor's shift needs to be filled due to earned time, holiday, etc. the shift will be offered on a voluntary basis first.

In the event the employer is still unable to fill the shift and provided further that the staffing is below minimum, two lists by seniority will be established to rotate after the last forced over member (One for Lieutenants, one for Sergeants). The rotating seniority list will reset January 1st of each year. A spreadsheet will be created to track all extra shifts worked and force-overs for the Teamster 340 Unit. This is to track and equalize the shifts/hours worked for all members.

Supervisors of the Teamster 340 Unit shall not be forced-over to staff other non-bargaining unit positions outside of the Teamsters Supervisors unit.

Supervisors forced over may elect to find a suitable replacement and shall have fulfilled their responsibility if the "swap on" replacement works the force over shift. The "swap on" replacement will get credit for the force over.

All Hold-overs, swaps and the rotation list will be approved and monitored by the Jail Captains and/or the Jail Administrator.

Non-Unit Personnel

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

NŁ. 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.

OM. Educational Stipends

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

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

PN. Intake Stipend

Effective with the ratification of this Agreement by the Union and County Commissioners, a stipend of \$1.00 per hour will be paid to one bargaining unit member assigned to be shift in-charge in intake. The Intake Lieutenant will also receive a stipend of \$1.00 per hour when working in that capacity.

Q. Transport Sergeant

Effective with the ratification of this Agreement by the Union and the County Commissioners, a stipend of \$1.00 per hour will paid when working in that capacity.

RO. Detail Requiring a Commission Commissioned Supervisor's

Unit members who <u>have and maintain an Agency Commission</u> work hospital details where a commission is required shall receive a stipend of \$0.30 (30 cents) \$.50 (50 cents) per hour for <u>all</u> the hours worked. on the detail, which includes covering shift breaks and rest periods.

S. Field Training Officers (FTO)

Upon completion of an Agency FTO Program, members certified as FTO's shall receive a stipend of \$1.50 per hour when working in that capacity.

ARTICLE 15 - CALL-IN

- A. Employees called back to work shall receive a minimum of four (4) hours pay at the appropriate rate of pay. This section applies only when a call back results in hours worked which are not annexed consecutively to one end or the other of the working day or working shift. This section does not apply to scheduled overtime, call-in time annexed to the beginning of the work shift or holdover times annexed to the end of the work shift or work day.
- B. There will be no requirement for the employee to remain working beyond the time necessary to satisfactorily perform the assignment for which the employee was originally called.

ARTICLE 16 - COURT APPEARANCE

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

- 1. Employees who are compensated by the County for attendance at court are required to turn over to the County any witness fees or other compensation received for such appearances.
- 2. Private litigation.
 - Any employee subpoenaed to appear in court as a witness in private litigation or as a party in private litigation unrelated to County employment will be given time off without pay for such attendance. Employees may use available Earned Time leave, or other available benefit time.

3. Notice requirement.

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

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

ARTICLE 17 - MILEAGE

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

ARTICLE 18 - UNIFORMS

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

ARTICLE 19 - INSURANCE

Worker's Compensation

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

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

B. Maine Public Employees Retirement System

The Employer shall provide retirement coverage equivalent to that currently provided by the Maine Public Employees Retirement System (MainePERS), as long as the employee opts to participate in the plan. Effective January 1, 2019, employees who qualify for the plan will be moved to MainePERS Plan 2C-25 years/no age. Effective January 1, 2026, provided that the NCEU Unit agrees to such change under the same conditions and has a ratified, executed CBA in place at that time and contingent with NCEU's CBA ratification for the same plan, employees who qualify for the plan will be moved to MainePERS Plan 3C-25 years/No Age. TheNo County shall not contribute to the buy-back of service years, although employees may do so at their own discretion and expense.

C. Social Security

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

D. Group Life Insurance

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

E. Deferred Compensation Plan

Employees choosing not to continue to participate in the MainePERS Plan may participate shall match a contribution amount of up to five percent (5%) of their annual base wage deposited into a 457 deferred compensation retirement plan through companies with whom the Employer has contracted with. The County shall match the employee's contribution, up to Sseven -percent (75%) shall be the maximum contribution provided by the Employer of the employee's annual base wage, but employees may contribute more as permitted by Law. Employees who are in the MainePERS Plan may participate in the 457 deferred income retirement plan, but the Employer will not provide any contribution to the 457 plan.

F. Roth IRA

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

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

G. Medical Insurance

1. Coverage

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

2. Premiums

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

3. Withdrawal from Coverage

Employees who voluntarily elect to withdraw from participation in the medical insurance program provided by the Employer may do so upon presentation of proof of other medical coverage at time of hire, or any time there is a qualifying event during the year. [Example: Spouse obtains medical coverage through their employer, or employee has medical insurance through a parent's plan up to the age of 26]. For continuing eligibility, presentation of proof of other medical coverage must be provided to the Human Resources Department annually during the benefits open enrollment period which starts November 15, and no later than January 1.

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

4. Dental Insurance

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

5. Vision Program

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

H. Section 125

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

I. Conditions during Absence

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

J. County Wellness Program

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

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

ARTICLE 20 – AMMUNITION

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

ARTICLE 21 – TRAINING

A. Reimbursement

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

presentation of a receipt by the employee to the Human Resources Director of a transcript showing the grade for the course and a receipt or canceled check for the amount of tuition as follows:

Grade of A 100% reimbursement

Grade of B 90% reimbursement

Grade of C 80% reimbursement

B. As part of annual training requirements, supervisory staff will be cross-trained in specialized areas, such as intake, transport or operations, to be determined by the Jail Administrator, for sixteen (16) hours per year. The intent of this training is for employees to assist with coverage, but are not required to be fully proficient in all specialties. In addition, specialized task assignments will be reviewed every two years to reevaluate training needs.

ARTICLE 22 – SENIORITY

A. Definition

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

B. Use of Seniority

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

C. Layoff

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

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

D. Recall

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

ARTICLE 23 - VACANCIES

Bargaining Unit Vacancies

1. Position Preference

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

2. Posting

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

Task Assignments

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

3. Application for Vacancies

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

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

Employees applying for promotion to the rank of Sergeant must have a minimum of five (5) three (3) years working as a full-time Corrections Officer, or two (2) years as a full-time Corrections Officer and four (4) years full-time military honorable service. Intake Officer, or any combination of those positions. The following minimum qualifications are also acceptable for promotion to the rank of Sergeant: A minimum of three (3) years working as a full-time Corrections Officer in any assignment with either Military, Education, Master CO credential or specialized training CERT, or Method of Instruction experience or training. Employees applying for promotion to the rank of Lieutenant must have a minimum three (3) years as a full-time CCJ Sergeant.

4. Promotion Criteria – Lts. & Sgts.

Promotions shall consist of the following criteria:

a. Oral Board 30 points Raw Score ÷3/MAX 40 points

b. Written test 25 points—Raw Score multiply by .30/MAX

30 points

c. Evaluation 15 points

d. Seniority 15 points

e. Work Records 10 points

f. Master Corrections, Post-Secondary Degree, 4-years Active Military Service-Honorable Discharge <u>5</u> points

Total Points possible: 100 points

5. <u>Examinations Written Test</u>

Written exams will be given every twenty-four (24) months unless the promotion list is exhausted within the twenty-four (24) months. period and a vacancy occurs. Applicants will be notified of the date of the written exam at least sixty (60) days prior to the exam and provided with a list of materials to study. The written exam will be a 100-question multiple choice exam which has been appropriately validated. Raw Score multiplied by .30, Max grade is 30.

6. Oral Board

All qualified applicants shall appear before an Oral Board composed of five (5) members, two (2) shall be selected by the Union, two (2) selected by the Sheriff's Office administration and the fifth (5) is from Human Resources. Provided however, the member from Human Resources is not the <u>lead</u> County negotiator or <u>Human Resources Director</u>. The Board shall use a prepared list of <u>10</u>-questions, <u>secred 1-5</u> which shall be asked of each candidate, <u>and scoring shall be done based on five categories with a maximum of eight points per category</u>. The questions shall be drafted by the promotion board in order to fairly and uniformly test each candidate. The questions will be reviewed by the Human Resources Office in order to ascertain that all the questions are legal. The highest and the lowest score of the five (5) Board members shall be eliminated with the remaining three (3) scores added up for the total score. <u>Employees will be ranked according to their total score</u>. The total score will be divided by three (3) with a maximum score of 40.

7. <u>Seniority</u>

Candidates will receive 1-point for each full year of service as a CCJ employee based on their Date of Hire, maximum of 15-points. One (1) point for each full year for first 10-years, .5 point for each year after, Maximum of 15-points total.

8. Work Record Criteria

2.

The Promotions Board Representative from the Union, Administration and Human Resources 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:

Commendatory memos 1 point
Officer of the Month
Unit Memos
Supervisor of the Quarter

Award of merit 2 points

Commendation Unit Commendation

3. C/O of the Year' 3 points Supervisor of the year

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

1. Written warning -1 point Will not be considered after 3 years from date of warning

2. Written reprimand -2 points
Will not be considered after 5 years from date of reprimand

3. 1-5 day's suspension -4 points Will not be considered after 7 years from date of suspension

4. 6 or more days suspension -8 points
Will not be considered after 10 years from date of suspension

9. Education/Master Corrections/Military Service

<u>a. 5-Points: Master Corrections Officer, Post-Secondary</u>
<u>Educational Degree, and/or minimum 4-years Military Active</u>
<u>DutyService-Honorable Discharge.</u>

<u>The CollegePost Secondary Degrees are from accredited schools as defined by the County Policy.</u>

Military Service shall be credited provided that the member fulfilled his/her enlistment obligation and remains active or received an Honorable Discharge.

-There is no combining of points, candidate can only be scored under one (highest) category listed above.

<u>Promotional Worksheets will be utilized for scoring each candidate, Appendix B.</u>

10. Promotions List

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

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

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

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

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.

Should a candidate decline a promotional offer they will be placed at the bottom of the list on the first refusal, should they decline a second time they will be removed from the list.

11. Tie Breakers

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

B. Probation Period

1. Six Month Probation

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

2. One Year Probation

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

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

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

ARTICLE 24 - PERSONNEL FILES

A. File Inspection

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

B. Response to Material

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

ARTICLE 25 - DISCHARGE OR SUSPENSION

A. Just Cause

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

B. <u>Employee Interview</u>

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. If a predetermination hearing is held, the County will provide the copy to the Union business agent 5 working days before the hearing. 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.

C. Union Representation

If an employee is to be interviewed concerning allegations of misconduct by the employee, 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 Jail Administrator will review the status of the investigation and within 7 work days will provide a written report to the employee and the Union.

Process 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, inmates 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: Written warnings shall not be considered after 6 months from the date of the warning. Written reprimands shall not be considered after 1 year from the date of b. the reprimand. Suspensions of 1-2 days shall not be considered after 3 years from the C. date of the suspension. Suspensions of 3-5 days shall not be considered after 5 years from the date of the suspension. 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. Polygraph Examination

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

G. 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.

H. Discipline

For conduct that does not require an internal affairs investigation, aA pPredetermination 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 and 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 issue the final disciplinary decision. A grievance of a decision to terminate employment shall proceed to Step 2 with the County Manager.

B. Notice of Appeal

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

C. Severance

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

D. Remedy For Wrongful Discharge

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

ARTICLE 26 - WORK STOPPAGE

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

ARTICLE 27 - MANAGEMENT RIGHTS

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

<u>ARTICLE 28 - SAVINGS CLAUSE</u>

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

ARTICLE 29 - REPRODUCTION OF AGREEMENT

The Employer agrees to supply <u>Teamsters with three (3) copies of this Agreement all unit employees with a copy and the CBA will be made available to all employees on the County Intranet of this Agreement within thirty (30) days of the signing date.</u>

ARTICLE 30 - EXTRA CONTRACT AGREEMENT

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

ARTICLE 31 - MAINTENANCE OF STANDARDS

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

ARTICLE 32 - LIE DETECTOR TEST

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

ARTICLE 33 - LABOR-MANAGEMENT COMMITTEE

A. Purpose

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

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

B. Make-Up and Procedure

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

C. Minutes

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



ARTICLE 34 - DURATION

This Agreement shall be effective for the period of July 1, 2025 to June 30, 2028 and will continue in full force and effect until a successor contract is negotiated.

TEAMSTERS LOCAL UNION	CUMBERLAND COUNTY
NO. 340	COMMISSIONERS
Brett Miller, President	Stephen Gorden, Chair
Ed Marzano, Secretary-Treasurer	Jean-Marie Caterina, Commissioner
Chris Shepard, Business Agent	James Cloutier, Commissioner
	Tom Tyler, Commissioner
	Patricia Smith, Commissioner
Dated:	Dated:
<u>Teamster Bargaining Team</u>	Cumberland County Bargaining Team
Chris Shepard, Teamsters Local 340 Negotiator	Amy Jennings, HR Dir. /Chief
Scott Jordan, Steward Robert Fletcher, Steward	Brian Pellerin, Chief Deputy Tim Kortes, Jail Administrator Don Goulet, Labor Relations Erik Frigon, Captain Dani Demers, Captain

APPENDIX A

TMS SUPERVISOR WAGE SCALE July 1, 2025 - June 30 2026 (5% Sergeant Incr, 4% Lt and Food Serv Mgr)

Job Classification	Start	Atter 1 Yr	Atter 3 Yrs	Atter 5 Yrs	After 10 Yrs	After 15 Yrs	After 20 Yrs
T	¢20.42	ተ ጋር 42	ф40 2 4	¢44.07	¢42.76	#44.04	ф.4 F. О.1

Lieutenant	\$39.43	\$39.43	\$40.21	\$41.07	\$42.76	\$44.91	\$45.81

Job Classification	Start	After 1 Yr	After 3 Yrs	After 5 Yrs	After 10 Yrs	After 15 Yrs	After 20 Yrs
Food Service Manager	\$33.40	\$33.40	\$35.93	\$37.42	\$39.02	\$41.03	\$41.85

Job Classification	Start	After 1 Yr	After 3 Yrs	After 5 Yrs	After 10 Yrs	After 15 Yrs
Sergeant	\$34.44	\$34.44	\$34.94	\$35.47	\$36.80	\$38.49

Education Stipends
Associates Degree: \$0.25
Bachelors Degree: \$0.45
Masters Degree: \$0.50

"Other" Differential/Stipend P	ay
Evening Shift: \$0.70	
Night Shift: \$0.40	
Intake Stipend: \$1.00	
Intake Lieutenant/Transport Sergeant Sti	oend: \$1.00
Weekend Differential Stipend: \$1	.00
Field Training Officer: \$1.50	
Commissioned Supervisor: \$0.5	0

APPENDIX A

TMS SUPERVISOR WAGE SCALE

Job Classification	Start	After 1 Yr	After 3 Yrs	After 5 Yrs	After 10 Yrs	After 15 Yrs	After 20 Yrs
	23410		3 110	3 110			
Lieutenant	\$41.01	\$41.01	\$41.82	\$42.72	\$44.47	\$46.71	\$47.64
							_
Job Classification		After	After	After	After	After	After
Job Classification	Start	After 1 Yr	After 3 Yrs	After 5 Yrs	After 10 Yrs	After 15 Yrs	After 20 Yrs
Job Classification	Start						
Job Classification Food Service Manager	Start \$34.74						
Job Classification	Start						

Job Classification	Start	After 1 Yr	After 3 Yrs	After 5 Yrs	After 10 Yrs	After 15 Yrs
Sergeant	\$36.16	\$36.16	\$36.69	\$37.24	\$38.64	\$40.42

Education Stipends
Associates Degree: \$0.25
Bachelors Degree: \$0.45
Masters Degree: \$0.50

"Other" Differential/Stipend Pay
Evening Shift: \$0.70
Night Shift: \$0.40
Intake Stipend: \$1.00
Intake Lieutenant/Transport Sergeant Stipend: \$1.00
Weekend Differential Stipend: \$1.00
Field Training Officer: \$1.50

APPENDIX A

TMS SUPERVISOR WAGE SCALE July 1, 2027 - June 30 2028 (4% Increase - All Job Classifications) After After **After After After** After **Job Classification 15 Yrs** Start 1 Yr 3 Yrs 5 Yrs **10 Yrs 20 Yrs** \$42.65 \$42.65 \$43.50 \$44.42 \$46.25 \$48.58 \$49.55 Lieutenant **After** After **After After After** After **Job Classification** 10 Yrs **15 Yrs 20 Yrs** Start 1 Yr 3 Yrs 5 Yrs \$36.13 \$40.48 \$44.38 \$45.27 **Food Service Manager** \$36.13 \$38.86 \$42.21

Job Classification	Start	After 1 Yr	After 3 Yrs	After 5 Yrs	After 10 Yrs	After 15 Yrs
Sergeant	\$37.60	\$37.60	\$38.15	\$38.73	\$40.19	\$42.04

Education Stipends	
Associates Degree: \$0.25	
Bachelors Degree: \$0.45	
Masters Degree: \$0.50	Ī

"Other" Differential/Stipend Pay					
Evening Shift: \$0.70					
Night Shift: \$0.40					
Intake Stipend: \$1.00					
Intake Lieutenant/Transport Sergeant Stipend: \$1.00					
Weekend Differential Stipend: \$1.00					
Field Training Officer: \$1.50					

APPENDIX B

UNIFORMS

A. Lieutenants/Sergeants

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

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

B. Food Service Manager

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

- 4 pair tan cargo pants
- 4 polo shirts
- 1 pair approved footwear
- 1 hat
- 1 all-weather jacket
- C. Employees not wearing the required uniform are subject to discipline.
- D. All uniforms will be replaced on an as needed basis unless the uniform is damaged through employee neglect. <u>Footwear may be replaced as needed, but must be purchased by the employee and will be reimbursed by the County up to \$150.</u>

HOLIDAY DATES FOR TEAMSTERS JAIL SUPERVISOR'S 2025 HOLIDAYS

	Holiday (Actual)	Holiday (Observed)
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, December25,2025
New Year's Day	Thursday, January 1, 2026	Thursday, January 1, 2026

HOLIDAY DATES FOR TEAMSTERS JAIL SUPERVISOR'S

2026 HOLIDAYS

	Holiday (Actual)	Holiday (Observed)		
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		

HOLIDAY DATES FOR TEAMSTERS JAIL SUPERVISOR'S

2027 HOLIDAYS

	Holiday (Actual)	Holiday (Observed)
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

HOLIDAY DATES FOR TEAMSTER SUPERVISOR'S UNIT

2028 HOLIDAYS

	Holiday (Actual)	Holiday (Observed)		
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		

Teamster Corrections Supervisor Promotion Worksheet APPENDIX D

Date:	Candidate:	
Review panel:		
Written Examinati	e dropped/Raw Score divided by 3)	core: core:
	15 points) add each section to a total standard = 1: standard = 2: above standard	
Work Records (ma Commendatory M Correction Officer Unit Memos Supervisor of the G	emos x 1 pt. = of month	
Awards of Merit _	x 2 pt. =	_
Commendations _ Unit commendatio C/O of the Year Supervisor of the ` Subtotal	on	
Written Warning	g- past 3 yrs x –1	pt. =
Written Reprima	and- past 5 yrs x -2	pt. =
Suspension 1-5	days- past 7 yrs x -	4 pt. =
Suspension 6 d	ays or more- past 10 yrs x -	8 pt. =
Subtotal	I negative points	
Net Wor	k Records Points	Score:
Master Correction Military Service or Post Secondary D	r (max. 5 points	s) Score:
Seniority Points (r	max. 15 points)	Score:
	rears of service (up to 15) x 1.0 = _	
Grand Tota Revised 6/30/2025		Score:

APPENDIX E-LT, SGT & INTAKE Schedule

Lieutenant

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Lieutenant 1 **	OFF	OFF	OFF	0400 1600	0400-	0400-	0400-
Lieutenant 1	UFF	OFF	OFF OFF 040	0400-1600	1600	1600	1600
Lieutenant 2 **	0400- 1600	0400- 1600	0400-1600	0400-1600	OFF	OFF	OFF
Lieutenant 3 **	OFF	OFF	OFF	1600-0400	1600- 0400	1600- 0400	1600- 0400
Lieutenant 4 **	1600- 0400	1600- 0400	1600-0400	1600-0400	OFF	OFF	OFF

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Intake Lieutenant	OFF	0800-	0800-1600	0800-1600	-0080	0800-	OFF
	OFF	1600	0800-1600	0800-1600	1600	1600	OFF
Education	OFF	0800-	0800-1600	0800-1600	0800-	0800-	OFF
Lieutenant	OFF	1600	0800-1000	0800-1600	1600	1600	OFF
IDC Liquitonant	055	0800-	0800-1600	0800-1600	-0880	0800-	OFF
IPS Lieutenant	OFF	1600	0900-1000	0800-1000	1600	1600	OFF
Operations	OFF	0800-	0800 1600	0800 1600	-0880	0800-	OFF
Lieutenant	UFF	1600	0800-1600	0800-1600	1600	1600	OFF
Unit Manager	OFF	0800-	0900 1600	0900 1600	0800-	0800-	OFF
Sergeant *	OFF	1600	0800-1600	0800-1600	1600	1600	OFF

Sergeant

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Sergeant 1	0615-	0615-	0615 1420	0615-1430	0615-	OFF	OFF
	1430	1430	0615-1430	0015-1450	1430		
Sergeant 2	0615-	0615-	OFF	OFF	0615-	0615-	0615-
	1430	1430			1430	1430	1430
Corgoant 2	OFF	OFF	0615-1430	0615 1420	0615-	0615-	0615-
Sergeant 3	OFF	UFF	0015-1430	0615-1430	1430	1430	1430

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Sergeant 4	1415-	1415-	1415 2220	1415 2220	1415-	OFF	OFF
	2230	2230	1415-2230	1415-2230	2230		
Sergeant 5	1415-	1415-	1415-2230	OFF	OFF	1415-	1415-
	2230	2230				2230	2230
Corgoont C	OFF	٥٢٢	1415 2220	1415 2220	1415-	1415-	1415-
Sergeant 6	OFF	OFF	1415-2230	1415-2230	2230	2230	2230

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Sergeant 7	OFF	OFF	OFF	0900-2100	0900-	0900-	0900-
	OFF	OFF	OFF	0900-2100	2100	2100	2100
Sergeant 8	0900-	0900-	0900-2100	0900-2100	OFF	OFF	OFF
	2100	2100	0900-2100	0900-2100	OFF	UFF	UFF

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Sergeant 9	2215-	2215-	2215 0620	2215 0020	2215-	OFF	OFF
	0630	0630	2215-0630	2215-0630	0630	OFF	OFF
Sergeant 10	2215-	2215-	OFF	OFF	2215-	2215-	2215-
	0630	0630	OFF	OFF	0630	0630	0630
Sergeant 11	OFF	OFF	2215-0630	2215-0630	2215-	2215-	2215-
	OFF	UFF	2213-0630	2213-0630	0630	0630	0630

Intake

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Sergeant 12	OFF	0615- 1430	0615-1430	0615-1430	0615- 1430	0615- 1430	OFF
	Cumples	Mondou	Tuesday	Modeondov	Thursday	Fuido.	Cotundou

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Sergeant 13	1415- 2230	1415- 2230	1415-2230	1415-2230	1415- 2230	OFF	OFF

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Sergeant 14	2215-	2215-	2215-0630	2215-0630	OFF	OFF	2215-
Jergeunt 14	0630	0630	2213 0030	2213 0030	011	011	0630

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Sergeant 15	0615- 1430	0615- 1430	OFF	OFF	OFF	1415- 2230	0615- 1430 1415- 2230

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Transport Sergeant	OFF	0630-	0630-1430	0630-1430	0630-	0630-	OFF
	OFF	1430	0030-1430	0030-1430	1430	1430	OFF

^{** 12} HR Shift
Paid Weekly 36 hrs/48 hrs
OT after 40 on 36 hr work week
Alternate Wednesdays Off

*Unit Manager Sergeant to oversee Federal Inmates. Should Inmates no longer be housed, position discontinues



SHIFT SWAPS - SIDE LETTER

- Employees may swap within the same job classification once per week per employee;
- The total number of shift swaps will be limited to 2 swaps per week per shift;

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

MEDICAL INSURANCE REOPENER/ SIDE LETTER REGARDING WELLNESS PROGRAM

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

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



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: 25-061 **Agenda Date**: 6/16/2025 **Agenda #**:

Request For Agenda Item:

To enter into executive session Title 1 M.R.S.A. §405(6)(D) for the discussion regarding the Lease Agreement between Power Play, LLC and Cumberland County.

Background and Purpose of Request:

Update the County Commissioner's regarding the negotiations between Power Play, LLC, owners of the Maine Mariner Hockey team.