COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE COUNTY OF YORK

AND THE

FRATERNAL ORDER OF POLICE

AGREEMENT EFFECTIVE
JULY 1, 2020 THROUGH JUNE 30, 2022

FRATERNAL ORDER OF POLICE

TABLE OF CONTENTS

ARTICLE 1. INTRODUCTION ..... -5-

ARTICLE 2. PREAMBLE ..... -5-

ARTICLE 3. RECOGNITION ..... -5-

ARTICLE 4. ACCESS TO PREMISES ..... -5-

ARTICLE 5. FOP SECRUITY ..... -5-

ARTICLE 6. CHECK-OFF ..... -6-

ARTICLE 7. MANAGEMENT RIGHTS ..... -7-

ARTICLE 8. MAINTENANCE OF STANDARDS ..... -8-

ARTICLE 9. FOP REPRESENTATIVES ..... -9-

ARTICLE 10. GRIEVANCE PROCEDURE ..... -9-

ARTICLE 11. SEPARATION FROM COUNTY EMPLOYMENT ..... -10-

ARTICLE 12. SENIORITY ..... -10-

ARTICLE 13. PROMOTIONS ..... -11-

I. Purpose ..... -11-

II. Procedure ..... -11-
- A. Criteria ..... -11-
- B. Promotional Steps ..... -12-

III. Components ..... -12-
- A. Oral Interview Board ..... -13-
- B. Resume Review ..... -13-
- C. Written Test ..... -13-
- D. Seniority ..... -13-
- E. Sheriff's Interview ..... -13-
- F. Non-Arbitrable ..... -14-
- G. Regarding Promotional Salary Scale ..... -14-

ARTICLE 14. WORKWEEK AND OVERTIME ..... -14-
ARTICLE 15. COURT TIME ..... -15-
ARTICLE 16. CALL BACK TIME/CALL OUT TIME ..... -15-
ARTICLE 17. HOLIDAYS ..... -16-
ARTICLE 18. VACATIONS ..... -17-
ARTICLE 19. SICK LEAVE ..... -18-
ARTICLE 20. BEREAVEMENT LEAVE ..... -19-
ARTICLE 21. MILITARY AND RESERVE LEAVE ..... -19-
ARTICLE 22. WORK RULES AND DISCIPLINE ..... -20-
ARTICLE 23. LEGAL (CIVIC) LEAVE ..... -21-
ARTICLE 24. INSURANCE ..... -21-
ARTICLE 25. RETIREMENT ..... -24-
ARTICLE 26. NON-DISCRIMINATION ..... -26-
ARTICLE 27. HEALTH AND SAFETY ..... -26-
ARTICLE 28. PROBATIONARY PERIOD ..... -27-
ARTICLE 29. SEPARABILITY OF SAVINGS ..... -27-
ARTICLE 30. POLITICAL ACTIVITY ..... -27-
ARTICLE 31. NO STRIKE/LOCKOUTS ..... -27-
ARTICLE 32. CONTRACT DEPUTIES ..... -28-
ARTICLE 33. CONFLICT OF INTEREST ..... -28-
ARTICLE 34. EMPLOYEE FILES ..... -28-
ARTICLE 35. OUTSIDE EMPLOYMENT ..... -29-
ARTICLE 36. EMPLOYEE RIGHTS ..... -29-

ARTICLE 37. COMPENSATION CLAIMS ..... -30-

ARTICLE 38. LEAVE OF ABSENCE ..... -31-

ARTICLE 39. SUBCONTRACTING ..... -31-

ARTICLE 40. IDENTIFICATION FEES ..... -31-

ARTICLE 41. CLOTHING ALLOWANCE ..... -32-

ARTICLE 42. SPECIAL DETAILS ..... -32-

ARTICLE 43. EDUCATIONAL REIMBURSEMENT ..... -33-

ARTICLE 44. ARMS QUALIFICATIONS ..... -34-

ARTICLE 45. BULLETIN BOARDS ..... -34-

ARTICLE 46. AVAILABILITY OF AGREEMENT ..... -34-

ARTICLE 47. COMPENSATION "WAGE" RATES ..... -34-

ARTICLE 48. TRAINING ..... -35-

ARTICLE 49. DIRECT DEPOSIT ..... -35-

ARTICLE 50. LABOR/MANAGEMENT ..... -35-

ARTICLE 51. ASSIGNMENT OF III OR INJURED EMPLOYEES ..... -36-

ARTICLE 52. DURATION OF AGREEMENT ..... -36-

APPENDIX A - CLOTHING AND EQUIPMENT ISSUES ..... -38-

APPENDIX B- PAYSCALES A and B ..... -40-

FRATERNAL ORDER OF POLICE

ARTICLE 1 – INTRODUCTION

This Agreement is entered into between the County of York, hereinafter referred to as the "County" and the Fraternal Order of Police, hereinafter referred to as the "FOP".

ARTICLE 2 – PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, M.R.S A., the parties hereto have entered into this agreement in order to establish mutual rights, preserve proper employee moral and to promote effective and efficient operations.

ARTICLE 3 – RECOGNITION

The County recognizes the FOP as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours and other conditions of employment for all its eligible employees within the bargaining unit, as determined in accordance with the Municipal Public Employees Labor Relations Act as follows: Police Services full-time employees, Lieutenants, Sergeants, Patrol Deputies, Contract Deputies, and Detectives. Excluded are all other employees of the Sheriff's Department, as determined in accordance with the Maine Labor Relations Board certification dated February 02, 1999. The parties agree that upon 30 days written notice to the other party, this Agreement may be reopened at any time for the limited purpose of addressing the possible addition of Corporals to the positions covered by this Agreement, and all issues associated therewith including but not limited to the selection/promotion process, duties and responsibilities, and compensation along with the modification and/or elimination of the OIC program in the event that the Corporals position is added.

ARTICLE 4 - ACCESS TO PREMISES

Authorized representatives of the FOP may enter the County premises during normal working hours for the purpose of inquiring into pending disputes and for the purpose of carrying into effect the provisions of this agreement, provided that neither such representative nor such visit shall disrupt the County's operations including the Sheriff's Office. Such visits by such representatives shall be arranged with reasonable notice to the Chief Deputy and the County Manager. A list of authorized FOP representatives will be furnished by the FOP to the County within fourteen (14) days of the signing of this Agreement.

ARTICLE 5 - FOP SECURITY

1. All employees shall have the right to join the FOP or refrain from doing so except as otherwise provided herein. No employee shall be favored or discriminated against either by York County or by the FOP because of membership or non-membership in the FOP. The FOP recognizes its responsibilities as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

2 In the event this provision for FOP security shall be declared to be invalid by any tribunal of competent jurisdiction, the FOP shall indemnify and hold harmless the County of York from any and all damages, restitution of amounts paid hereunder, or other monetary liability which may accrue against the County of York by virtue of this provision.

ARTICLE 6 - CHECK-OFF

Any employee who at any time on or after the effective date of this Agreement is, or becomes covered by the Agreement and is not a member of the FOP shall, as a condition of employment, within thirty (30) days after such conditions are met, be required to choose from the options of membership in the FOP, or payment to the FOP of a service fee equal to their pro-rata share of the costs to the FOP of collective bargaining, contract administration and adjustment of grievances, or decide not to join and/or opt out of membership in the FOP.

Within thirty days after the first twelve (12) months of the beginning of each employee's employment, or after six (6) months of the beginning of each employee's employment who has graduated from the Maine Criminal Justice Academy, the Employer will (1) deduct membership dues from the pay of any employee who chooses the option of membership in the FOP by signing a written payroll deduction authorization form authorizing deduction from their pay of the membership dues, or (2) deducting the service fee from the pay of any other employee if a written payroll deduction authorization has been signed and submitted to the County.

For employees who wish to pay a service fee, the FOP shall determine the amount of the service fee to be charged to non-members, consistent with the applicable law, and shall notify the Employer of the amount of the service fee. The amount of the service fee shall be subject to review pursuant to the American Arbitration Association's Rules for Impartial Determination of Union Fees. Pending resolution of any such dispute, the disputed amount of fees shall be placed in an interest-bearing escrow account. In the event a change in law requires that this type of dispute be resolved in a forum other than an arbitration under the auspices of the American Arbitration Association, the dispute resolution procedure will comply with law. All portions of this Article that are unaffected by the change in forum will remain in full force and effect.

The Employer agrees to distribute any notices, membership materials, application or dues deduction forms, provided by the FOP, to new employees at the time they are hired. Each such employee who wishes to become a member of the FOP shall be required to make their choice in writing on payroll deduction authorization forms supplied by the FOP.

Notwithstanding the forgoing, an employee who has previously chosen to either become a member of the FOP or not or to pay a service fee under the terms of the predecessor agreement shall not be required to reselect from the options.

The right to join the FOP shall be determined by the FOP's own Constitution and Bylaws. Otherwise, employees may change their status with regard to membership in the FOP or service fee payment as follows:

a. Employees may change their status from voluntary service fee payer or nonpayer to FOP member or from FOP member to voluntary service fee payer or nonpayer or nonmember, at any time.

b. Employees may also start or eliminate their payroll deduction for the FOP dues at any time.

c. Employees who wish to eliminate payroll deduction for membership dues must tender their dues directly to the FOP.

d. In order to change status and/or eliminate or change any payroll deduction option consistent with paragraphs (a) through (c) above, the employee must provide a written notice to both the FOP and the employee's payroll person. The FOP and the payroll person shall promptly notify one another of a requested change, providing identifying information regarding the employee who made the request. It may take up to four weeks for the requested change to take effect.

The FOP 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.

ARTICLE 7 - MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in management, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the organization and to direct the agency's employees; to reprimand, suspend, discharge or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to evaluate employees' performances; to promote, demote, transfer, layoff, recall to work and retire employee; to set standards of productivity, the services and products to be produced; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to set the starting and quitting times and the number of hours and shifts to be worked; to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation, or service, to control and regulate the use of facilities, equipment and other property of the agency; to introduce new or improved research, production, service, distribution and maintenance methods, materials,

machinery and equipment; to determine the number, location and operation of departments, divisions, and all other units of the agency; to issue, amend and revise policies, rules, regulations, general orders, administrative directives and practices. The agency's failure to exercise any right, prerogative or function hereby reserved to it or the agency's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the agency's management right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement.

ARTICLE 8 - MAINTENANCE OF STANDARDS

Section 1 - Protection of Conditions

The employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement unless otherwise modified herein, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement. This provision does not give the employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement, unless specifically agreed to by both parties.

Section 2 - Extra Contract Agreements

The employer agrees not to enter into any agreement or contract with members of the bargaining unit individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void. This shall not preclude the FOP and the County from entering into negotiating an approved addendum to this Collective Bargaining Agreement.

ARTICLE 9 - FOP REPRESENTATIVES

An employee who is a member of the FOP's Board of Directors (or alternate) will be allowed time-off, with pay, during his/her regular work hours or shift hours, by permission of the Sheriff or Chief Deputy to investigate grievances, to attend grievance hearings and to transmit official messages, but in no case shall such time-off exceed a total of two (2) hours per week except with the verbal permission of the Sheriff or Chief Deputy. The alternate shall serve only in the absence of a board member on his/her shift.

FOP board members shall be allowed time-off, without pay, for up to three days to attend labor seminars or meet with the FOP's attorney. The FOP Board member attending a seminar or meeting will be required to notify the Sheriff or Chief Deputy fourteen (14) days in advance, thirty (30) days if possible. The President, Vice President and Secretary of the FOP's Board of Directors shall be allowed reasonable time off, without loss of pay, to represent the FOP on all negotiations mutually scheduled with the County during working hours concerning the Collective Bargaining Agreement.

ARTICLE 10 - GRIEVANCE PROCEDURE

A grievance is hereby defined as any dispute between the parties as to the meaning or application of the specific terms of this Agreement. The aggrieved employee and/or the FOP representative must present the grievance in writing to the Sheriff or his designee within twenty (20) calendar days of knowledge of the grievance. Disputes arising between the parties shall be settled as follows:

1. Informal Resolution

A) A bargaining unit member will discuss his or her concern(s) and possible solutions with the person(s) committing the alleged violation and with any other appropriate parties including the member's supervisor and the Major prior to filing a formal grievance as outlined below. Any resolution approved by the Major shall be final.

B) The discussions between the parties at this step should be open, informal, and directed toward developing a mutually acceptable solution of the grievance.

C) Any problem resolution reached at this stage of the procedure will be non-precedent-setting and may not be cited by either party in arbitration as the basis for the resolution of any problem or grievance which may arise thereafter.

2. Formal Resolution

A) Within fifteen (15) calendar days after the grievance is presented by the employee and/or FOP representative, the Sheriff or his designee will meet with the employee and/or FOP representative to discuss the grievance. The Sheriff or his designee will respond, in writing, to the aggrieved employee within seven (7) calendar days after the meeting date.

B) If the grievance remains unresolved the union has 10 calendar days in which to submit the grievance to the County Manager in writing clearly explaining why they disagree with the Sheriff's decision.

C) Upon submittal of the grievance, the County Manager will schedule a hearing within 14 calendar days, or a time that is mutually agreeable to both parties.

D) The County Manager will respond, in writing, to the aggrieved employee within seven calendar (7) days after the meeting date.

E) If the grievance remains unresolved, the union has 10 calendar days in which to submit the grievance in writing to the County Commissioners.

F) A meeting will be scheduled before the Commissioners at their next regular session, or as soon thereafter as possible or, at a time mutually agreed upon.

G) Within seven (7) calendar days after the meeting, the County Commissioners will respond, in writing, to the aggrieved employee as to the decision on the grievance, unless the matter has been continued to a subsequent meeting of the Commissioners.

H) In the event that the decision of the County Commissioners is not rendered pursuant to Section G above or is not acceptable to the grievant or the FOP, the FOP or the employee may, within fourteen (14) working days of the receipt of the County Commissioners' decision, file a written request for arbitration of the issue. If the County and the FOP or employee cannot agree upon the selection of the Arbitrator(s) within thirty (30) calendar days from the receipt of the written request for arbitration, the party (ies) may request arbitration of the grievance under the procedures of the Maine Board of Arbitration and Conciliation or the Federal Mediation Conciliation Services. The decision of the Arbitrator(s) shall be final and binding on parties.

I) The Arbitrator(s) shall have no authority to amend, nullify, ignore, add to, or subtract from the specific provisions of this agreement and is limited to rendering an award based on the issues presented to the Arbitrator for resolution

J) The Arbitrator's decision shall be final and binding on the parties and the Arbitrator(s) shall be requested to issue the decision within thirty (30) days after the conclusion of the close of the evidence or the submission of any post hearing briefs, whichever is later. Expenses for the Arbitrator's services and the proceedings shall be borne equally by the County and the FOP. However, each party shall be responsible for compensating its outside witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made providing it pays for the record and makes copies available, without charge, to the other party and to the arbitrators.

K) The time limits for the processing of grievances and any decisions or responses thereto may be extended by written mutual consent of the County and the FOP.

L) All grievances shall be initiated not later than twenty (20) working days after the occurrence of the event giving rise to the grievance, or within twenty (20) working days of the first knowledge of the grievance.

M) The Arbitrator(s) shall be without power or authority to make decisions which require the commission of any act prohibited by law or which is violative of or inconsistent with the express terms of this agreement.

N) Providing a grievance has been properly filed any disciplinary measures that have been imposed will be stayed until such time as the grievance process within York County is concluded. If the grievance is advanced to arbitration, the parties may but are not required to mutually agree to stay the imposition of the discipline until the completion of the arbitration process.

O) The following definitions are applicable: "Working days" or "Work Days" are considered to be Monday through Friday, but they exclude any holidays as identified elsewhere in this Agreement. "Calendar Days" are considered to be every day of the week, but they exclude any holidays as identified elsewhere in this Agreement. If the final day of any time period set forth in this Agreement ends on a Saturday, Sunday or holiday, any action that is required or permitted under the Agreement will be considered timely if that action is taken on the next Working Day after the Saturday, Sunday or holiday on which it would otherwise have been due.

ARTICLE 11 - SEPARATION FROM COUNTY EMPLOYMENT

A. Upon separation from employment, the County will pay to the separating employee all wages owed and any accrued earned time, which is due the employee except as follows. The parties understand and agree that a portion employee's earned time shall be, considered to have been earned for the purposes of sick time. That amount of earned time considered to have been earned for sick time shall only be paid out if the employee leaves employment voluntarily and in good standing. Good standing will be defined as not currently under investigation for an offense or offenses that would result in serious disciplinary action. Serious disciplinary action will be defined as a five day or more suspension. At the time of separation, the employee must also have not received serious disciplinary action within the past (12) twelve months. Nothing in this agreement shall prohibit the FOP and the County of York from negotiating a settlement as part of the separation from employment agreement.

Subject to the above, that portion of earned time considered to have been earned for sick time may be paid out on the following terms: Employees with less than five (5) years of creditable service shall have forty (40) hours per fiscal year considered as earned for sick time purposes and that amount will be deducted from their remaining earned time accruals. For the current year the hours will be prorated at 10 hours per quarter. An example would be an employee departing January 1st of a particular year that employee would be charged only twenty (20) hours of sick time since the employee had worked half of the fiscal year.

Employees with more than five years but less than 10 years of creditable service will have 20 hours per fiscal year considered as earned for sick time purposes and will have that amount deducted from their earned time accruals. For the current year the hours will be prorated at 5 hours per quarter compared to the example above.

Employees, with more than ten (10) years of creditable service, who retire under any recognized retirement plan or separate from employment shall be reimbursed their unused earned time at one hundred (100%) percent of their current hourly base rate.

Full payment of unused earned time, regardless of length of service, shall be paid to an employee's estate in the event of his/her demise. Such wages and accrued earned time will be paid on the next regular payroll day provided that all issued equipment; clothing and any gear have been returned to the County.

B. In all cases of voluntary separation, the employee shall provide the County with a written notice of intent to terminate employment at least two (2) work weeks in advance of the actual termination date, wherever possible.

ARTICLE 12 – SENIORITY

A. The County will prepare a seniority list for the Police Services Division, with the employee with the most years of continuous service from the last date of hire listed first, seniority lists will be updated annually by the County.

B. The annual updated list will be submitted to the President of the FOP by January 2nd of each year for the FOP to review. Any objections to the list, by the FOP, shall be reported in writing to the Sheriff or County Commissioners by January 15th next or the list shall stand as presented.

C. Seniority, for the purpose of this Agreement, shall mean length of continuous service from the date of last hire in the Police Services Division.

D. Seniority shall be a factor in promotions, when employees are otherwise substantially equally qualified by virtue of work performance, knowledge, skills, abilities and experience and will be factored in all matters affecting lay-off, recall from lay-off and vacation preference.

E. In the event of a pending reduction in work force, all affected employees shall receive two (2) calendar week notice of lay-off and the Sheriff or his designee will meet with the affected employees, prior to the lay-off date, if the employee requests it in writing. Seniority will be a factor for consideration and employees may be laid off in the inverse order of their seniority in rank and bumping rights will be allowed. Employees shall be recalled from lay-offs in the inverse order of the lay-off unless they decline to return. No new employees will be hired until all employees on lay-off status have been afforded one (1) recall notice. All recall notices shall be sent by registered mail and acceptance certified.

F. When an employee is promoted, his/her seniority in that rank for shift bid purpose starts when the promotion takes effect. Except that for the purpose of accumulating earned time, bumping rights and other benefits, it shall be from the time of hire in the Police Services Division.

G. Employees affected by a reduction in force in their current rank shall have bumping rights over less senior employees of a lower rank previously held by the affected employee. Less senior shall be determined by the date of hire with the Police Services Division.

H. Seniority will allow the employee to bid on shift vacancies and days off as they become available. Annual shift bids will occur one time per year and become effective the first

Monday in January. When a shift vacancy occurs any time throughout the year, a bid process will take place for that particular vacancy. Seniority and shift bidding is not a protection should a bona fide personnel issue arise.

ARTICLE 13 – PROMOTIONS

I. PURPOSE

To establish the procedure for promotion to the positions of sergeant or lieutenant within the York County Sheriff's Department's Police Services Division.

II. PROCEDURE

Sworn, full-time deputies of the York County Sheriff's Department shall meet the listed criteria for consideration to promotion for the positions of sergeant or lieutenant:

A. CRITERIA

1. Sergeant Position: Five (5) years of full-time law enforcement experience with at least three (3) years of continuing full-time service as a deputy sheriff with the York County Sheriff's Department Police Services Division.

2. Lieutenant Position: Eight (8) years of full-time law enforcement experience with at least three (3) years of continuing full-time service as a Sergeant with the York County Sheriff's Department Police Services Division.

3. Successful completion with a passing grade on the written test as provided in Section III, Paragraph C below. Failure to pass the written test shall result in the candidate being eliminated from consideration.

4. Demonstrated evidence that candidate for promotion has maintained and currently holds a certificate of eligibility from the Maine Criminal Justice Academy as a full-time Law Enforcement Officer.

B. PROMOTIONAL STEPS

1. Sheriff shall email and post within the department the intent to fill, the vacancy of Sergeant or Lieutenant for seven (7) calendar days.

2. Candidates interested in participating shall submit a written letter of intent to the Sheriff's Office, along with a resume listing experience, training, certifications, awards, etc., as a Law Enforcement Officer.

3. Eligible candidates will progress through a process which will consist of the following five components:

a.	Oral Board	30%
b.	Resume Review	15%
c.	Written Exam	25%
d.	Years of Service/Seniority	15%
e.	Sheriff's Interview	15%

III COMPONENTS

A. ORAL INTERVIEW BOARD

The oral interview board shall consist of one (1) member of the public, three (3) law enforcement professionals as chosen by the Sheriff or his designee, and one (1) member chosen by the candidates' bargaining unit for a total of five (5) board members. The County Manager or designee will conduct and oversee the oral interview. He or she will ensure that proper procedures are followed during the interview. The moderator does not score the proceeding. He or she tabulates each member score.

The highest and the lowest score of the five (5) board members shall be eliminated with the remaining three (3) scores averaged. Candidates will be ranked according to their total score.

RAW SCORE X .30 = SCORE FOR ORAL INTERVIEW

Each candidate shall receive their oral interview score from the County Manager. No candidate will be eliminated as a result of this score from the Oral Interview Board.

B. RESUME REVIEW

The Resume Review Board shall consist of the following members: The Sheriff, the Chief Deputy, Police Services Lieutenant and the junior most sergeant and a Commissioner or designee, for the position of Sergeant.

The Sheriff, the Chief Deputy, a Commissioner or Commissioner's Designee and a Lieutenant or higher rank from an outside law enforcement agency for the position of Lieutenant.

Each member shall score from one of five percentage points - Five (5) being the highest score.

C. WRITTEN TEST

The written promotional test will be administered by the Sheriff or his designee. The passing score for the written test will be at least 70% correct answers of the total questions asked on the examination or the passing score as recommended by the vendor of the examination used by the Sheriff. Each candidate will be made aware of this, two weeks prior to the administration of the written examination. A weight for the written step of this process shall be:

RAW PASSING SCORE X .25 = SCORE FOR WRITTEN TEST

Each candidate shall receive their written score from the County Administrator. Seventy percent (70%) of correct answers of the total questions asked on the examination is a passing score, and will be the minimum required to progress to the next step.

D. SENIORITY

The definition of seniority for purposes of this promotional procedure is actual full-time Law Enforcement Experience. One (1) percentage point for each year of actual full-time Law Enforcement with the York County Sheriff's Office to a maximum of fifteen (15) percentage points. Full-time Law Enforcement experience with any other Law enforcement department/organization shall be calculated at .50 (1/2) percentage points. No candidate shall accumulate in the aggregate more than fifteen (15) percentage points.

E. SHERIFF'S INTERVIEW

The County Manager will review and tabulate all scores of the steps of the process and will present a list to the Sheriff as to those candidates that have passed the first two steps of the process. This list will be presented in alphabetical order. There will be no knowledge of test scores at either step by the Sheriff.

Once the Sheriff has interviewed each candidate, the Sheriff shall affix a score, which he determines for that candidate's performance in the Sheriffs interview. A passing score shall be 70% of the total number of points which the candidate could receive and will be the minimum required to have successfully passed this component. The Sheriff's interview shall be a factor in determining the top three candidates but will not be the single factor for elimination from the process.

The weight of the score shall be:

RAW SCORE X .15 = SCORE FOR THE SHERIFF'S INTERVIEW

Once the scores of the Sheriffs interview have been forwarded to the County Manager, a list will be submitted to the Sheriff of those candidates who are eligible for promotion. The list shall include the candidates' name and the score overall, after the five (5) steps. The Sheriff shall have the authority to select from the top three (3) candidates, and shall select the candidate for the position. If the number one (1) candidate is not selected, the unsuccessful candidate shall have the right to request a meeting with the Sheriff to discuss why he/she was not selected.

F. NON-ARBITRABLE

Promotions shall not be arbitrable, as long as the promotional process has been completely adhered to.

G. REGARDING PROMOTIONAL SALARY SCALE

The County of York and the FOP agree that when unit members are promoted in accordance with the provisions of Article 13 of this agreement, that they will retain the same salary scale longevity step as at present and move vertically on the compensation scale (i.e.: individual promoted from C4 patrol to D4 sergeant).

This specifically protects an individual being promoted from suffering financial penalty. This does not apply retroactively to any employee promoted prior to July 7, 1999.

H. Promotions are not effective until approved by the County Commissioners

ARTICLE 14 - WORKWEEK AND OVERTIME

The current workweek schedule for the Police Services Division shall remain in effect for the duration of this agreement unless the parties agree mutually to amend the work schedule.

The commencement of each work- day shall be the time that a Road Patrol Deputy is in the Deputy's vehicle and signs on as being on active patrol duty. The end of a Road Patrol Deputy's work- day is when the deputy signs off with dispatch.

All regularly scheduled hours in excess of forty (40) hours in any one pay period shall be compensated at the rate of one and one-half (1 1/2) times the base hourly rate of pay of the employee. For the purpose of this Article, regularly scheduled hours means hours that are scheduled during each month for each pay period. For the purpose of calculating overtime during a weekly basis earned time and compensatory time used shall count towards overtime.

There shall be two primary shifts consisting of eight (8) and ten (10) hour shifts. All hours in excess of the scheduled shift will be compensated at a rate of one and one-half (1-1/2) times the base hourly rate of the employee. The Sheriff reserves the right to increase or decrease shift hours in the event of an emergency or if patrol coverage is decreased to less than twenty-four (24) hour coverage. The Sheriff shall consult with the FOP prior to any changes.

If as a result of the use of earned time and/or for any other reason, a regularly recurring 8 or 10 hour shift becomes available on a particular day or days, that shift or shifts will be considered open and available for that day or days and will be directed to full-time, off-duty and available deputies and patrol sergeants, on a rotating list by seniority, in rank. However, an employee who is absent from work using earned time will not be eligible to work overtime during the time period of the employee's assigned shift. Detectives will be offered the opportunity to fill any remaining open and available shifts after the above referenced process has been completed. In cases where overtime is refused, the shift supervisor shall order in the most junior deputy or patrol sergeant on the seniority list in the reverse rotation upward. Detectives, because of their type of work and on-call schedule, will be exempt from the order-in list. Employees ordered in may choose to find a suitable replacement and shall have fulfilled their responsibility. Employees cannot be ordered in on days off unless there is an emergency as

determined by the Sheriff or his designee. Employees can be ordered in when necessary. Employees cannot grieve the loss of overtime if they are not available by telephone, answering machines, pagers, etc. .

For any full or partial shifts other than regularly recurring 8 or 10 hour shifts that become available such as but not limited to grant related work such as speed enforcement, OUI, or domestic violence related work, the above process will be used.

In the event of the need for a specialty position such as a school resource officer, or in an active situation or in response to an incident, if the Sheriff determines that there is a bona fide reason for the presence of a particular Deputy, Patrol Sergeant or Detective in those circumstances because of a specialized skill set, knowledge or familiarity with the facts or area, the Sheriff or his designee may direct the assignment of that employee to this shift or work without using the procedure set forth in the previous paragraph.

During storm or other emergency situations, the maximum hours worked should not exceed two (2) shifts in a twenty-four (24) hour period. Emergency short notice substitutions may be made by the Sheriff from Reserve personnel to obtain shift coverage when regular employees are not available.

Actual hours worked by an employee shall not exceed twenty (20) hours per day or seventy-two (72) hours per week, unless there is an emergency as determined by the Sheriff or his designee. There will be only one non-consecutive twenty (20) hour shifts allowed in any one pay period and they shall not be consecutive from pay period to pay period. This provision applies only when assigned as a road patrol deputy. Investigative and follow-up tasks do not apply to this restriction. For safety purposes, employees are required to have a minimum rest between a consecutive shift and their next shift of five (5) hours.

If an employee signs up for an open shift, that employee is responsible for working that shift. The supervisor or designee will fill the shift by utilizing the rotating call list. If the employee is unable to work that shift, that shift will be filled by utilizing the call list.

Employees working overtime have the option of electing to receive compensation time in lieu of overtime. This irrevocable election must be made by the employee in writing by writing "compensatory time" on the weekly time record. Compensatory time of 1.5 hours shall be accrued for each overtime hour worked. Employees can accrue a maximum of 40 hours compensatory time per calendar year. Compensatory time may be used by an employee only where no replacement is required for the employee.

At the discretion of the Sheriff (or designee) and with at least 24- hour notice, employees may swap shifts with other employees, but no more than one (1) shift per payroll week and no more than two (2) shifts per month. Any shift swaps exceeding these guidelines must have prior approval from the Sheriff. Shift swapping is administered on the honor system and shall not be subject to the grievance procedure.

If the County Commissioners, pursuant to an order of the County Manager or County

Commissioners, authorizes a paid holiday, over and above those designated on an annual basis to non-union and MSEA employees, essential employees required to work on such a day will accrue compensatory time off for all hours worked in the form of additional earned time

ARTICLE 15 - COURT TIME

An employee who is required to attend court outside of his/her regular work shift hours shall receive a minimum of four (4) hours pay at one and one-half (1-1/2) times his/her base hourly rate of pay. If an employee is required to stay in attendance at such court more than the four (4) hours in any one (1) day, he/she shall be paid for the actual time spent that day. This section applies only when court time results in hours which are not annexed consecutively to one end or the other of the working day or the working shifts. Funds provided by statute or court order, shall be turned over to or paid to the County and not retained by the employee. Time compensated for by the court time pay shall not be considered time worked for overtime computation purposes. For the purpose of this article, all' court-related issues include screenings, suppression hearings or actions required by the District Attorney, the Maine Attorney General, or the United States Attorney's Office. It also includes Department of Motor Vehicle hearings.

ARTICLE 16 - CALL BACK TIME / CALL OUT TIME

An employee called back to work shall receive a minimum of four (4) hours pay at one and one-half (1-1/2) times the hourly rate of his/her base hourly rate of pay for the work for which they are called back. This section does not apply to scheduled overtime, court time. This section applies only when call-back results in hours which are not annexed consecutively to the end of the working day or the working shifts. This section does not apply to scheduled overtime, to hold over times annexed to the end of the work shift or workday, nor to court time. Time compensated for by call back/out pay shall not be considered time worked for overtime computation purposes.

Call Back Time / Call Out Time is considered any time you are called back or called out to work after completion of your regularly scheduled work- day or on a day off.

ARTICLE 17 – HOLIDAYS

The following legal holidays shall be paid holidays:

	Observed
New Years Day	January 1
Memorial Day	Monday
Independence Day	July 4
Labor Day	Monday
Thanksgiving Day	4th Thursday of Nov
Day after Thanksgiving	
Christmas Day	December 25

1. On the observed holidays, all employees shall receive their regular rate of pay for a full shift in an amount equal to their regularly scheduled shift. Non patrol deputies who are not required to maintain essential services will be excused from all duty and shall receive their regular rate of pay for the observed holiday. This time shall count towards overtime only if the holiday falls on their regularly scheduled shift.

2. Employees who are scheduled to work on the observed holiday will receive compensation at the rate of one and one half (1 ½) times their regular rate of pay for all hours worked.

3. Employees who work overtime during the holiday shall be compensated at the rate of two and one half (2 ½) times their regular rate of pay for all hours worked. This provision shall not be interpreted to allow pyramiding of overtime and holiday pay.

If a holiday is observed during an employee's earned time, the employee shall be charged only for the earned time days actually used in the week in which the holiday occurs. The employee will be paid holiday pay on the holiday, not earned time pay, at their regular rate of pay.

ARTICLE 18 – Earned Time

Earned time is an alternative approach to the traditional manner of covering absence(s) from work.

Earned Time hours may be used any time after being earned, excluding an employee during their FTO training period unless approved by the Sheriff. Earned Time hours will be used to cover every absence from the job with the exception of absences for work related injuries covered by workers compensation, absences for which payments are being made pursuant to short term and long term disability insurance policies, and/ or absences because of placement on paid administrative leave. During an absence from work that is not paid directly by the County to an employee, the County is authorized to subtract from an employee's accrued earned time an amount of time sufficient to pay for the employee's share of any health insurance or other premium and the employee's share of any retirement plan contribution. A physician's statement may be required at any time to substantiate an extended absence (more than 3 working days) due to illness or injury. Exceptions may be made at the discretion of the County Manager or designee.

Members will accumulate earned time in the following rates depending on the employee's length of service:

New hire to completion of five (5) years:	5.12 hrs/week
six (6) years to the completion of ten (10) years:	5.58 hrs/week
eleven (11) years to the completion of fifteen (15) years:	6.35 hrs/week

sixteen (16) years to the completion of twenty (20) years:	7.12 hrs/week
Twenty- one (21) plus years:	7.89 hrs/week

Members can accumulate a maximum of up to nine hundred and fifty hours (950) hours of earned time at any time. Each hour above the maximum accumulation will be paid out during the first pay week of June of each year at the rate of fifty (50) percent of the member's regular rate of pay.

Once per calendar year, the County will allow any employee to sell back 100 hours of his/her earned time. Requests must be made on or before December 1st of every year. Requests will not be honored outside of these dates.

Extended use of earned time, defined as thirty (30) or more hours, shall be submitted in the form of a written request to the Sheriff or designee. Approval, by the Sheriff or his designee must be confirmed prior to use. However, denial of extended earned time leave must be in writing and the employee may request a personal meeting with the Sheriff or his designee for a discussion. An FOP representative may accompany the employee at the employee's option. Earned time scheduled and approved can be canceled by the employee and must give proper notice to the Sheriff, or designee no later than ten (10) days prior to the time off requested, so as to not cause unnecessary overtime or scheduling errors. Employees requesting to change their earned time usage must be granted approval from the Sheriff, or designee.

An employee shall report earned time leave to his/her immediate Supervisor no less than two hours prior to the start of his/her regularly scheduled work- day, or scheduled overtime. Failure to comply with this requirement without just cause may be cause for disciplinary action.

Earned Time does not accrue while an employee is out on any unpaid leave except leaves designated by statute.

ARTICLE 20 - BEREAVEMENT LEAVE

In the event of death in the immediate family of an employee, the employee shall be granted up to forty (40) hours leave of absence per death, with pay, to make household adjustments or to attend funeral services. "Immediate Family" is hereby defined to include spouse, children, step-children, mother, father, brother, sister, parents-in-law, step-parents, grandparents, foster parents, grandchildren, or persons living in the immediate household.

In the event of the death of the employee's or spouse's aunt, uncle, niece, nephew, relatives or persons residing in the same household, permission may be granted to attend the funeral and related events for a period up to twenty (20) hours. Permission to attend must be approved by the Sheriff or his designee.

ARTICLE 21 - MILITARY AND RESERVE LEAVE

Employees who are members of the organized military reserves or National Guard, and who are required to perform field duty, will be granted leave in accordance with 38 USC, Chapter 43, Sections 4301-4333 (USERRA Law).

ARTICLE 22 - WORK RULES AND DISCIPLINE

The County may adopt reasonable work rules. All rules or amendments thereto, shall be distributed via email.

Employees are required to abide by the terms of this Agreement. Should there be any doubt as to the employee's obligations, he/she shall comply with the rules and then grieve if he/she feels he/she has been wronged. All discipline shall be for just cause including, but not limited to, violations of any work rules, policies, procedures or code of conduct or the terms of this Agreement. All suspensions and discharges shall be stated, in writing, and will be forwarded to the affected employee. FOP Employees who have been disciplined in any manner as listed below will have five (5) work- days after the completion of the grievance process to submit a rebuttal letter that will be attached to the employee's file.

It is agreed that any employee, who is required to have a State of Maine driver's license, may be suspended without pay if said employee's right to operate a motor vehicle in the State of Maine is suspended or revoked, and shall receive no seniority time during such suspension. Restoration to service shall depend upon maintaining or obtaining the right to operate a motor vehicle in the State of Maine.

Disciplinary action or measures shall include the following:

-Corrective Memo
-Written Reprimand
-Suspension
-Discharge

The measures need not be applied in sequence depending on the seriousness of the disciplinary infraction

All disciplinary infractions placed in an employee's file which are received for an infraction which is less than a suspendable offense, shall be removed from the file and placed in the "purged" file if there is no disciplinary offense within the next fifteen (15) months. All serious offenses (suspension, but less than discharge) shall be removed from the file and placed in the "purged" file, if no recurrence of disciplinary action is received by an employee within the next twenty- seven (27) months.

In lieu of proceeding to or imposing a disciplinary action or measure as set forth in this Article, Management may address an issue of performance or conduct with an employee through the form of a verbal counseling. The verbal counseling may, but is not required to be reduced to writing. In the event that it is reduced to writing to memorialize the discussion or action, the

document will be retained in the supervisor's file on the employee and will be removed at the time of the employee's next performance evaluation. A verbal counseling is not considered a disciplinary action or measure. Additional training, assignments, or supervision may accompany the verbal counseling. Depending on the circumstances, Management may decide not to use a verbal counseling and proceed to issue a disciplinary action or measure in accordance with this Article.

The County shall maintain for each employee a "purged" file in which any and all disciplinary action shall be maintained after being removed from the employee's personnel file. Purged disciplinary records can only be used for purposes of litigation where a court has ordered the release of otherwise confidential personnel file information. The employee's name shall be redacted from all relevant files except if required by specific court order.

Record Retention Following Purging From Personnel File:

Once purged from the personnel file records relating to officer discipline shall be destroyed unless the discipline alleged or sustained involves a violation of the individual rights of a member of the public or of this department or serious violations of department rules and regulations, including but not limited to unsafe operation of a motor vehicle or other offenses that have the potential to generate liability of the agency or its members to third parties.

If a disciplinary record qualifies for retention as provided in paragraph A above, the disciplinary record shall be placed in an envelope with a verifiable seal to ensure against unauthorized access. Two indexes will be maintained by the County regarding the contents of purged files. The first index shall list officers, alphabetically by last name, who have records in the repository. The second list shall be a list of files, indexed by date closed and the subject matter of the disciplinary action.

The repository shall be locked, and access by any County personnel shall be strictly limited to those identified persons with a need to place additional records into the repository. Records may be withdrawn from the repository only by order of court of competent jurisdiction. Any employee or former employee of the County of York with records in the repository sought to be disclosed shall be informed ten (10) days in advance of any attempt to obtain access to individual records or a Court Order. The County shall be deemed to have complied with this obligation if written notice is sent to the employee's home address, as maintained by the County, with a copy to the Union President. The County shall, to the extent feasible, attempt to ensure the destruction of all additional copies of such records following the litigation, and the return of the original records to the sealed condition in the locked repository.

Violations of this contract by bargaining unit members shall not be construed to be an existing "past practice" and are not grievable.

ARTICLE 23 - LEGAL (CIVIC) LEAVE

An employee summoned to jury duty will be excused from his/her work for the required period necessary to perform jury duty. He/she will be entitled to his/her regular wages during this period, less the amount received from the jury duty. An employee excused early or who is not called to duty shall report to his/her supervisor for assignment.

ARTICLE 24 – INSURANCE

Worker's Compensation Insurance in accordance with Maine State Statutes will be provided to employees covered by this agreement.

A comprehensive group insurance policy covering health, dental, life, weekly disability, long term disability and accidental death and dismemberment (collectively the "insurance plan") is provided for full-time employees of the Police Services Division. As a condition of employment, employees are required to enroll in this insurance program. The health insurance plan will require the employee to elect between two different plans as set forth below. An employee may opt out of coverage if the employee has alternative health insurance coverage.

The County will contribute the following amounts towards the MMA PPO 2500 health insurance plan: $692.81 towards the single plan, $1,015.65 towards the employee/children plan and $1,283.46 towards the family plan as of the first full pay period after the Commissioners' approval of the ratified Agreement. The County will also establish an HRA to cover the full cost (100%) of the individual's, employee/children, and Family deductibles and co-insurances not to exceed $3,500 for an individual plan or $7,000 for an employee/children or family plan.

The County agrees to pay one hundred percent (100%) of a short term weekly-based income protection plan, starting in the year 2000. The plan will pay the employee a minimum of seventy percent (70%) of his/her weekly base pay. The employee must use accumulated earned time to make up the remaining thirty percent (30%), if available. This plan provides income protection from the fifteenth (15th) day on accident; fifteenth day of illness and is available for up to 26 weeks duration. Earned time must be used for the first fourteen days. If the accident/illness is covered by worker's compensation, then this benefit is not applicable but workers compensation rules would apply.

The County agrees to pay one hundred (100%) of a weekly based long term income protection plan starting in the year 2003. The plan will pay the employee a minimum of sixty (60%) of his / her weekly based pay.

If the accident / illness is covered by workers compensation, then this benefit is not applicable.

Employees who qualify for health insurance coverage under this agreement, but elect to

be covered by spouse's or domestic partner's health care plan or other plan shall be entitled to a $1,800 cash payment or the reimbursement amount offered pursuant to the County Personnel Policy, whichever is greater, prorated over twelve (12) months after certifying the existence of other coverage to the County in writing. The employee will thereafter be ineligible for County health insurance coverage for the succeeding twelve (12) months unless a qualifying event occurs within this period.

All unit employees are covered by Unemployment Insurance, which is paid for by the County.

The County agrees to pay one hundred fifty thousand dollars ($150,000) to the lawful beneficiary of any member killed in the line of duty. The County will, in addition, provide the member's family with two (2) years of health insurance coverage at no cost to the member's family.

The County agrees to maintain the comprehensive Police Professional liability insurance, now in effect, at the current coverage or a plan equal to or better than the current policy.

Group life insurance in the amount equal to the covered employees prior years gross salary is provided to all full-time employees covered by the Agreement.

The County and the FOP agree to form and participate in a standing multi-union Committee to study ways of reducing health care costs to the County and its employees. Each union shall designate one member to participate in the Committee's work along with the County Manager or his designee. The Committee shall be charged with reviewing benefits, benefit costs and lowering the overall cost of health care coverage. The Committee shall meet bi-monthly at a time and place designated by the County Manager.

ARTICLE 25 – RETIREMENT

Members employed by York County on or after January 1, 2009 through the date on which the York County Commissioners approve this Agreement after it is ratified by the FOP, the County will participate in the Maine Public Employees Retirement System PLD Special Plan #1C for future service only occurring after January 1, 2009. ("Special Plan #1C"). For those unit employees covered by the time period specified in the prior sentence who are not eligible to participate in Special Plan #1C and elect not to participate in Special Plan #1C, the County will continue to participate in the ICMA 457 Plan, with the County contributing six one-half percent (6.5%).

Any future employees hired after May 23, 2014, may elect to participate in the Maine Public Employees Retirement System PLD Special Plan #2C. For those employees, the County will only contribute to Special Plan 2C and no other plans.

Members of the Patrol FOP may also choose to participate on their own in the ICMA 457

Plan, but the County will not make any separate contributions to that Plan. The County agrees to contribute to just the State Retirement Special Plan 1 (C) or 2(C) as applicable based on the hire date of the employee.

Effective January 1, 2005, County agrees to contribute to the ICMA Vantage Care Retirement Health Savings Plan by contributing 3% of the Patrol FOP member gross salary. The County and the Patrol FOP members agree to the following Plan Design Options:

1. Effective Date of the Plan: Plan will take effect January 1, 2005

2. Eligible Employees: All full-time employees, Patrol FOP members, Lieutenants, Sergeants, Patrol Deputies, and Detectives in the Police Services Division. Excluded are all other employees of the Sheriff s Office

.

3. Elective Participation: Patrol FOP members may elect to participate with this plan on a one-time irrevocable basis. Patrol FOP members have one year after date of hire to elect to participate with this plan.

4. Contributions / Mandatory Contributions: The County of York agrees to contribute three percent (3%) of the Patrol FOP current member's (as of the signing of this Agreement) gross salary on a weekly basis. The Patrol FOP member agrees to contribute a minimum of one percent (1%) to the Retirement Savings Plan. Current members as of May 23, 2014, have thirty (30) days from date of the Commissioners' approval, to enroll in the plan. For members hired after May 23, 2014, the County of York agrees to contribute on a one to one (1:1) match with the member, up to three percent (3%) of the Patrol FOP member's gross salary on a weekly basis..

5. Vesting: Patrol FOP members are vested after completing two years of services with the County of York. Patrol FOP members who leave employment prior to completing two years of service forfeit the funds contributed by the County of York.

6. Forfeiture: Forfeited money is returned to the County of York.

7. Eligibility: Eligibility for this benefit stops when the member retires or separates from service. Patrol FOP members have one year after date of hire to elect to participate with this plan.

8. Medical Benefits: This benefit will be for all and any medical expenses.

ARTICLE 26 - NON-DISCRIMINATION

The County and the FOP agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age or condition of handicap, except where based on a bona

fide occupational qualification, nor will they limit, segregate, or classify employees in any way, to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age or condition of handicap, except where based on a bona fide occupational qualification.

The use of male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classifications regardless of sex.

ARTICLE 27 - HEALTH AND SAFETY

The FOP recognizes the right of the County to establish rules and regulations for the safe, sanitary and efficient conduct of the County's business and reasonable penalties for the violation of such rules and regulations.

The County is responsible for meeting safety standards which are considered to be a minimum standard required by the Occupational Safety Health Act of 1970 as well as other federal and state laws. Non-compliance with the act may result in fine and penalty to the County.

Proper safety devices shall be provided by the County for all employees engaged in work where such devices are necessary. Such devices, where provided, must be used as intended.

If a unit member deems his/her vehicle or equipment to be unsafe, he/she shall notify his/her supervisor, in writing, who shall arrange for an appropriate inspection and the qualified inspector shall determine whether the vehicle or equipment is safe for use. If the vehicle or equipment is deemed unsafe, the employee will not be required to use same.

Any employee involved in any work-connected accident shall immediately report to his/her immediate supervisor said accident when possible and any physical injury sustained. Said reports will be made on a proper form provided by the County. The employee may elect to provide a copy to the FOP.

Employees may be subject to substance abuse testing in accordance with the Department's Substance Abuse Policy as incorporated into the Department's Standard Operating Procedures (SOPs).

ARTICLE 28 - PROBATIONARY PERIOD

Probationary period shall be a twelve (12) month period after graduation from the Maine Criminal Justice Academy, during which the County's right to discharge shall be incontestable and non-grievable for all new hires and/or first-time County employees.

There shall also be a six (6) month probationary period applied to promotions and newly

hired fulltime academy certified employees. Revocation of probation for failure to satisfactorily perform in the employee's new assignment shall not warrant discharges, unless for just cause, and shall not be contestable or grievable.

At the end of the probationary period, seniority will be of that date in that position. Seniority in the employee's prior rank will be maintained for bumping rights. If probation is revoked, the employee will revert to his prior rank with retention of his/her seniority.

At the end of the employee's probationary period, the County will notify the employee and the Executive Board of the FOP if the employee has successfully completed his / her probation period.

ARTICLE 29 - SEPARABILITY OF SAVINGS

If any Article or Section of this Agreement shall be found contrary to any law, such invalidity shall not affect the validity of the remaining provisions. The County and the FOP agree to meet and discuss and negotiate a replacement clause within thirty (30) days of the declaration of invalidity of such Article or Section.

ARTICLE 30 - POLITICAL ACTIVITY

Political activities for employees covered by this Agreement shall conform to the Maine Public Laws governing political activities: Title 30-A MRSA § 355.

ARTICLE 31 - NO STRIKE/LOCKOUTS

The employees covered by this Agreement agree that, during the term of this Agreement, they shall not engage in:

1. A work stoppage,
2. A slowdown,
3. A strike,
4. The blacklisting of any employee for the purpose of preventing them from filling employee vacancies.

In the event that unit members participate in such activities in violation of this provision, the FOP shall notify those unit members so engaged to cease and desist from such activities and shall instruct the unit members to return to their normal duties.

The County agrees that there will be no lockouts during the term of this Agreement.

ARTICLE 32 – CONTRACT DEPUTIES

Contract deputies are sworn deputies who perform policing services in towns that have opted to contract with the County for a certain amount of dedicated police coverage within the Town's jurisdiction. This service is accomplished through a contract for policing services between the County and the individual Town. The Union recognizes that deputies may either be hired or task assigned (using an internal process as described below) as a contract deputy. The parties recognize that a Town may request coverage for hours, shifts or days which may differ from the road patrol schedule as agreed to by the County and the FOP. In the event of such a request from a Town, the hiring for or acceptance of (or continuance in) a task assignment into such a Contract Deputy position in a Town with specified hours, shifts or days will be voluntary in nature. In addition, the parties recognize that the Town may from time to time request that the Contract Deputy modify his or her normal hours for individualized reasons such as Town related meetings and special events or occurrences. Likewise, the Town from time to time may also request that the contract deputy be present for Town related meetings, special events or occurrences in addition to the contract deputies regular work week. Such requests, and if there is a bona fide reason for the presence of the contract deputy, if accepted by the Contract Deputy, shall not be considered an open shift under Article 14 or be required to be offered to all patrol deputies on a rotating list by seniority.

The Sheriff may determine and decide whether to use an internal process to fill a contract deputy position or to do a direct hire of a new employee to fill that position.

In the event that an internal process will be used, the Sheriff's Office will first solicit volunteers for the contract deputy position.

The County may send information to the Town in connection with the Town's consideration of a particular volunteer, but if it does so, the County shall provide a copy of that information to the volunteer.

The Sheriff will decide whether any such volunteer is acceptable for the position.

If the volunteer process does not result in an acceptable candidate, the Sheriff will assemble a list of the five least senior Deputies who are not in a contract deputy position, school resource officer position or other task assignment.

The Sheriff will assign the Deputy from that list who has been selected by the mutual agreement of the Town and the County.

Article 12 will be controlling as it pertains to the termination of a "Law Enforcement Services" contract should no budgeted position exist or, the reassignment of a contract deputy.

The parties understand and agree that placement and continuing employment of a member of the bargaining unit in a Contract Deputy is considered a Task Assignment and may be terminated for any reason at any time.

The parties also understand that each individual Town has its own set of expectations and desires for an individual who occupies the position of Contract Deputy. As a result, in the event

that a Town expresses any issues or concerns about the performance or conduct of a Contract Deputy or the County determines that a continued assignment in a Contract Deputy position should no longer continue, the assignment can be concluded in the sole discretion of the County.

An assignment into a Contract Deputy position is for a one- year period. The Contract Deputy may be permitted to leave earlier than one year if the Deputy is selected for another opportunity or promotion within the Sheriff's Office.

ARTICLE 33 - CONFLICT OF INTEREST

Any County officer or employee who has a substantial financial interest in any contract with the County or in the sale of land, material, supplies or services to the County or to a contractor supplying the County shall make known that interest and shall refrain from voting upon or otherwise participating in his/her capacity as a County officer or employee in the making of such sale or in the making or performance of such contract. In the absence of actual fraud, no County official, officer or employee shall be deemed to have a substantial direct or indirect financial interest merely because he/she is an official, officer, employee or stockholder of a private corporation to which question relates or with which the County contracts, unless the County official, officer or employee is directly or indirectly the owner of at least ten percent (10%) of the stock of the private corporation. Any County officer or employee who willfully violates the requirements of this section shall be guilty of malfeasance in office or position and shall forfeit his/her office position. Willful violation of this section by the person or corporation contracting with or making a sale to the County shall render the contract or sale voidable.

ARTICLE 34 - EMPLOYEE FILES

Insofar as permitted by law, all personnel records, including home addresses, telephone numbers and pictures of members of the Police Services Division shall be confidential and shall not be released to any person other than County officials, except upon a legally authorized subpoena or written consent of the employee involved.

Upon request, a unit member shall have the right to inspect his/her official personnel record during normal office hours, which shall be maintained in the County Commissioners Office. A member shall have the right to make duplicate copies for his/her own use. No records shall be withheld from a member's inspection. A member shall have the right to have added to his/her personnel file, a written, signed and dated refutation of any material, which he/she considers detrimental.

A written reprimand which has not previously been the subject of a hearing shall not be placed in the member's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five (5) calendar days thereafter, the member may file a signed and dated written reply. If the Sheriff or his designee thereafter places the written reprimand in the member's personnel file, he/she shall also include the member's written reply.

ARTICLE 35 - OUTSIDE EMPLOYMENT

An employee may engage in outside employment provided:

a. Prior written approval of the Sheriff is obtained.

b. There will be no interference with the performance of duties at the York County Sheriff's Office.

c. There will be no conflict of interest as a result of the outside employment

d. The employee in no way will utilize resources of the York County Government for purposes of his/her outside employment.

If it is determined that such outside employment is not advantageous to York County and after a hearing with the employee, the employee will be notified in writing, that the outside employment must be terminated or the employee must resign his/her employment with the York County Sheriff's Office.

ARTICLE 36 - EMPLOYEE RIGHTS

The parties recognize that every allegation of misconduct, inappropriate or wrongful conduct does not warrant a full blown internal affairs investigation. In addition, the parties recognize that management must be provided a window of opportunity to evaluate and assess issues or allegations, gather information and determine whether or not to initiate an internal investigation.

Accordingly, management has seven (7) calendar days to evaluate and assess issues or allegations, gather information, interview the complainant, question witnesses, ask the employee(s) who is potentially the subject of an allegation of misconduct, inappropriate or wrongful conduct if the employee will participate in a formal or informal interview that is limited to the event, occurrence or action that is at issue, and determine whether or not to initiate an internal investigation. The employee's decision to participate in such an interview is a voluntary decision. If the employee decides to be interviewed, the employee has the right to request that a union representative be present during the interview. If the employee declines a request to be interviewed, the Sheriff's will not make an adverse inference against the employee. This time period will commence on the date that the Sheriff is informed of an incident, issue or allegation involving a member of the bargaining unit, but it excludes any investigations or reviews conducted by agencies outside the Sheriff's Office. Discipline may be imposed based on the evaluation and assessment of the information obtained during this initial time period. If a decision has been made that discipline will be imposed as a result of this initial review process, the employee will be verbally and electronically informed on the eighth day of that decision and within 7 days thereafter will be provided with a letter setting forth the proposed discipline, if any, and the reasons therefore.

If management decides to initiate an internal affairs investigation, on the eighth (8th) calendar day, management will verbally and electronically inform the employee who is the subject of the incident, issue or allegation that it will initiate an internal affairs investigation. If an investigation is going to be initiated, in the electronic notification of the commencement of the internal affairs investigation, the investigating officer shall inform the employee of the nature of the alleged conduct which is the subject matter of the investigation which is known at that time, the name of the complainant or the underlying issue, concern or alleged misconduct. The verbal notification may be limited to a message that the employee should check for an email notification.

In the event that management determines that an internal affairs investigation is appropriate, the following procedures and time lines will be followed. To ensure that any internal affairs investigation of any unit member will be conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the Department, the following rules of procedure are established:

A. The interview of the employee will be conducted within a reasonable time, taking into consideration the working hours of the employee, and the interests of the Department. If it is known that the employee being interviewed is a witness only, he/she shall be so informed.

B. The interview shall be conducted with the maximum amount of confidentiality.

C. The interview of the employee suspected of misconduct, inappropriate or wrongful conduct or of violating department rules and regulations shall be limited to questions which are directly related to the employee's involvement in the alleged issues or violation.

D. The interview may not be conducted by more than two (2) interrogators at any one (1) time.

E. The employee shall be read the following statement:

> *Officer, you are being questioned as part of an official investigation of the York County Sheriff's Office . You will be asked questions relating to the performance of your official duties and conduct. You are entitled to assert your Fifth Amendment Rights during the investigation. If you do so, you may be subject to suspension, termination, or some other appropriate penalty. If you desire not to invoke the Constitutional privilege, anything said of an incriminating nature may not be used against you in a criminal proceeding.*

F. Any and all internal affairs investigations shall be completed within thirty (30) calendar days of their commencement. This time period excludes the initial seven day assessment period. At the end of the investigation, the employee shall be verbally advised of whether the issues or violations which were subject of the investigation were sustained or not

sustained. Within 7 calendar days of that notification, the employee shall be provided with a copy of the written investigative report and a letter setting forth the proposed level of discipline, if any, and the reasons therefore. Nothing precludes management from completing the investigation and providing the verbal notification and written report and letter earlier than these specified timelines. A hearing on the imposition of the proposed discipline and the underlying issues will be convened and final discipline, if any, will be imposed within 45 days of the delivery of the written investigative report. The employee may waive the right to that hearing, in which case the proposed discipline will become final. Both parties may request enlargements of any of these timelines.

G. If the results of an investigation against an employee prove that the charges are unfounded or not sustained, then it shall be so noted in the final report of the investigation.

I. An employee who is the subject of an internal investigation may, but is not required to, be placed on paid administrative leave pending an internal investigation. The Sheriff, after consultation with the County Manager or designee may determine whether the employee should be moved from paid to unpaid administrative leave status, but only after having provided the employee and the FOP with notice of this proposed action and after conducting a hearing on whether the change in leave status should be implemented.

J. An employee may not be subject to discipline for refusing to participate in a polygraph.

ARTICLE 37 - COMPENSATION CLAIMS

The County agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law. The County shall provide Worker's Compensation protection for all employees covered by this agreement if the illness or injury arose out of and in the course of employment. To facilitate prompt settlements, employees should provide the County with prompt written notice of any injury sustained on the job.

In the event that the employee is injured on the job, the County shall pay such employee his/her guarantee for that day lost because of such injury. An employee who is injured on the job and is sent home or to the hospital, or who must receive medical attention, shall receive pay at the applicable hourly rate for the balance of his/her regular shift on that day. The County will pay the first seven (7) days of the employee's salary, to the injured employee, until Worker's Compensation benefits commence. Employees who are injured on the job and who are receiving Worker's Compensation benefits, will continue to receive all the benefits and provisions of this Agreement for the duration of the Worker's Compensation Claim. Employees may utilize their accruals to cover their portions of benefits while on a workers' comp claim.

The employer will notify the FOP as soon as it becomes aware of any situation requiring a reasonable accommodation within the terms of the Americans with Disabilities Act, will provide the FOP with all relevant information, and will bargain with the FOP concerning any accommodation that departs from any of the terms of this contract or from any existing practice.

ARTICLE 38 - LEAVE OF ABSENCE

A regular employee may be granted a leave of absence without pay by the Sheriff when approved by the York County Commissioners, but for a period not greater than one (1) year. Failure of an employee to return to work at the expiration of the leave without having arranged for an extension will be deemed a resignation. Full seniority rights shall be maintained during the absence, however, all use and/or further accumulation of leave benefits will be forfeited. The FOP shall be notified, by the County Commissioners, in writing, of any such leave of absence within one (1) week of the effective date, if possible. If due to emergency the leave of absence is granted, notification to the FOP will be made as soon as possible thereafter.

The leave of absence shall be used for the purposes for which it was originally approved. Failure to comply with this provision could result in termination of employment.

ARTICLE 39 – SUBCONTRACTING

It is expressly understood by the FOP that management retains all rights necessary to carry out the functions of the County and its various departments, including the right to determine the methods, means, personnel, and policies and procedures by which departmental operations are to be conducted and the right to contract out for services. The right to contract out for services shall not be used to undermine the FOP, unless the subcontracting provides a more economical or efficient operation.

Management retains the right to establish outside hire programs for patrol and guarantees that it will not diminish the full-time officer's benefits or status.

ARTICLE 40 - IDENTIFICATION FEES

Should the County find it necessary to require employees to carry or record full personal identifications, such requirement shall be complied with by the employee. The cost of such personal identification shall be borne by the County.

Employees retiring after twenty (20) years in good standing will receive a retirement badge and identification.

ARTICLE 41 - CLOTHING ALLOWANCE

The County will provide uniforms where applicable.

There will be one initial full uniform issue, consisting of the following by division, for each division, as shown in Appendix A.

Uniform items shall be provided by the County, and the employee is responsible for keeping the complete uniform clean and in good repair and appearance. The County will replace any item damaged or worn beyond repair. Employees shall replace, at their expense items lost or damaged as a result of their own deliberate acts. Upon separation from service, an employee shall return his uniform to the County in good condition, reasonable wear and tear expected, and upon failure by the employee to do so, the County may withhold from wages or other monies due the employee the cost of replacing the same. The employee shall sign a written receipt and agreement to the foregoing effective when employee's uniform or replacement items are issued. In any dispute over uniform return, the employer agrees to meet with the employee and steward upon request in an effort to resolve the dispute informally before imposing sanction, but this informal process shall not be a grievance nor be deemed to subject any issues to the grievance procedure that would not otherwise be so subject.

Damage to Personal Effects - The County will pay a reasonable replacement value for any damage to an employee's personal clothing and limited personnel property when such damage occurs while the employee is on duty as a result of the performance of such duties, unless the employee is otherwise reimbursed by insurance or other collateral source. The maximum reimbursement will be limited to ($300.00) three hundred dollars.

ARTICLE 42 - SPECIAL DETAILS

The following provisions shall govern the assignment of extra special details to officers where the detail is to be paid for by an outside individual, group, corporation or organization.

A "Paid Special Detail" is to be defined as any consumer-paid detail requiring an officer to be present at a dance, athletic event or other social function, guard an individual or home, direct traffic flow into, out of or on private property and direct traffic flows that have been disrupted or obstructed by street excavations.

Assignments to "Paid Special Details" shall be made by the Chief Deputy or his designee, with first preference full-time regular members of the Police Services Division off duty and available, on a rotating basis. Paid Special Details will be posted for five (5) days for sign up and if not filled by the posted specified date, will be filled at the discretion of the Chief Deputy or his designee. The parties recognize that a town or a school from time to time may also request that the contract deputy/school resource officer assigned to that town/school be present for Town related meetings, special events or occurrences in addition to the contract deputies regular work week. Such requests, and if there is a bona fide reason for the presence of the contract deputy, if accepted by the Contract Deputy, shall not be considered a Paid Special Detail under this article or an open shift under Article 14 or be required to be offered to all patrol deputies on a rotating list by seniority.

Compensation will be fixed at $60.00 per hour with a four (4) hour minimum. Should the detail exceed eight (8) hours, the rate will be double time of the established rate for each additional hour. In addition to the employee hourly costs, the County shall recover all other

costs and withholding taxes, including cruiser usage, such that the County is made whole for all employee expenses incurred that are related to the provision of police services for both profit and non-profit functions. Special details do not count towards overtime.

An employee cannot request and use PTO time on an hourly basis in order to allow the employee sufficient available time to work a special detail for a portion of the employee's scheduled shift. In addition, within three days of a special detail, an employee cannot request and use PTO time for an entire scheduled shift to allow the employee sufficient available time to work a special detail.

ARTICLE 43 - EDUCATIONAL REIMBURSEMENT

The County will provide tuition reimbursement based on the following conditions:

The County agrees to pay the tuition and books for college courses of FOP members under the following conditions:

1. The FOP member is enrolled in an Associates, Bachelors, or Masters level degree program and supplies verification of that enrollment to the Sheriff or his designee.

2. The FOP member continues to actively pursue his/her degree. The FOP member may take off one semester a year, not including the summer, and still be considered as actively pursuing a degree.

3. The degree the FOP member is working towards must enhance the quality of the employee's performance. This would include degrees in sciences or government, business administration and teaching.

4. The FOP member maintains a C or higher grade in the course. A copy of the course grade must be provided to the Sheriff or his designee before reimbursement will occur.

5. The County will only be responsible for tuition and book reimbursement for two (2) courses per semester per FOP member or a total of six (6) courses per year. Reimbursement per credit hours shall not exceed the current credit hour cost for similar courses offered by the University of Southern Maine, Portland campus.

6. The County will provide reimbursement for tuition and books within twenty one (21) days upon verification of course completion and requirements.

7. The FOP member must schedule his/her courses on time off or make their own arrangements to have their shift covered.

ARTICLE 44 - ARMS QUALIFICATIONS

The County agrees to provide arms qualifications annually, or as recommended by the Maine Criminal Justice Academy. The County shall also provide additional firearms training, for a total of eight (8) hours to those employees of the Police Services Division in such type and manner as may be determined and directed by the Sheriff. Training will be provided for inside and outside situations and night and day training. Ammunition will be supplied by the County only for those arms classified as issue.

Employees required to be rifle qualified shall be qualified at County expense and in accordance with the State requirements.

The Sheriff has the management right to designate type, serviceability, and qualifications standards for any weapon used in performance of duty.

ARTICLE 45 - BULLETIN BOARDS

The FOP shall be provided a bulletin board or space on an existing bulletin board in the work area of Police Services, for the purpose of posting notices and other official FOP business and the FOP shall be responsible for the maintenance of its materials. Derogatory material will not be used or posted.

ARTICLE 46 - AVAILABILITY OF AGREEMENT

The County agrees to supply unit members with a copy of the agreement upon request.

ARTICLE 47 - COMPENSATION "WAGE" RATES

There shall continue to be two payscales. Payscale A applies to all employees hired prior to May 23, 2014. Payscale B applies to all employees hired after May 23, 2014.

Payscale A:

(a) Payscale A shall be increased by 5% effective as of July 1, 2020. All employees compensated under Payscale A will receive a payment in an amount equal to the corresponding retroactive increase within two pay periods after the Commissioners' approval of the ratified agreement. The attached Payscale A 2020-2021 reflects the specified 5% increase.

(b) On July 1, 2021, Payscale A shall be increased by 2%. The attached Payscale A 2021-2022 reflects the specified 2% increase.

Payscale B:

(a) All employees compensated under Payscale B shall receive a 3% increase to their base hourly wage effective as of July 1, 2020. All employees compensated under Payscale B will receive a payment in an amount equal to the corresponding retroactive increase within two pay periods after the Commissioners' approval of the ratified agreement.

(b) As of the first full pay period following the Commissioners' approval of the ratified Agreement, the attached Payscale B 2020-2022 shall become effective. This Payscale B contains a $2.00 per hour increase on each of the specified hourly rates as contrasted with the previous version of Payscale B.

(c) On July 1, 2021, all employees compensated under Payscale B shall receive a 2% increase to their base hourly wage.

Payscale B is a non-compoundable payscale with specified increases based on years of service. Percentage based increases in hourly compensation that have negotiated as part of this collective bargaining process are not added to and included in Payscale B. Instead, for those employees on Payscale B, any such percentage based increases are added to the base hourly wage and not to Payscale B as described above.

Employees with more than twenty (20) years of service will receive a three (3) percent increase as a longevity step.

Employees temporarily assigned to a job classification with a pay rate less than their normal rate of pay shall continue to receive their normal hourly rate.

The K-9 handler will be compensated for one (1) hour per day, seven (7) days per week, for off-duty care of the K-9 at a rate equal to the handler's regular, hourly rate of pay. The seven (7) additional hours shall not be counted for purposes of overtime under Article 14.

When hired, any fulltime, Academy Certified Fulltime Law Enforcement Officer, with a minimum of three (3) years of Law Enforcement experience shall have a pay scale adjustment. The pay scale adjustment will be directed as follows:

Three (3) years of Fulltime Law Enforcement experience - Enter at STEP YEAR 2

Four (4) years of Fulltime Law Enforcement experience - Enter at STEP YEAR 3

Five (5) years of Fulltime Law Enforcement experience - Enter at STEP YEAR 4

Six (6) years of Fulltime Law Enforcement experience - Enter at STEP YEAR 5

This in no way affects the employees Seniority, accrual rates for Earned time, it does not apply waiting period for Promotional Process.

ARTICLE 48 – TRAINING

All regularly scheduled full-time Police Services Officers will be offered training in accordance with Maine Criminal Justice Academy Standards. All training shall be compensated in accordance with the Fair Labor Standards Act. All training to be structured and approved by the Sheriff and must be consistent with Maine Criminal Justice Academy Standards.

ARTICLE 49 - DIRECT DEPOSIT

The employer agrees to deduct designated amounts each week from the wages of those employees who shall have given the County written notice to make such deductions. The amount deducted shall be remitted to the applicable financial institution each week. The employer shall not make deductions and shall not be responsible for remittance to the financial institution for any deductions for those weeks during which the employee's earnings shall be less than the amount authorized for deduction.

ARTICLE 50 - LABOR/MANAGEMENT

The County and the FOP, desiring to foster better day-to-day communications and to achieve and maintain a mutually beneficial relationship through the use of a continuing communications program, to effectively maintain labor-management relations, and to avoid controversies, do endorse the Labor/Management Committee. The Committee shall have no authority to change, delete, or modify any of the terms of the existing County-FOP Agreement. Committee discussions will be publicized as mutually agreed upon. The Labor/Management Committee shall consist of the Sheriff or his designee and one (1) appointed member of management, one (1) shop steward of the FOP, and one (1) FOP member as appointed by the FOP.

ARTICLE 51 - ASSIGNMENT OF III OR INJURED EMPLOYEES

When possible and appropriate for the County's staffing needs, modified, short-term, or early return-to-work assignments ("modified-duty") may be made available to an employee as a positive means of rehabilitation when because of injury or illness, whether on or off the job, he/she is unable to do their regular duties.

A medical provider must approve any candidate for modified duty. Temporary assignments may not last longer than 30 working days. Extensions beyond thirty (30) days may be granted.

Employees on modified duty can be utilized in any department, performing any function that they are able to do.

As soon as Modified duty is requested or appropriate, the County Manager or designee will evaluate any health restrictions and search for modified duty at the employee's worksite. If none exists in that area, the County Manager or designee may deem it necessary to look elsewhere within the County to provide Modified-Duty. If there is no Modified-Duty available or appropriate under the circumstances, the employee will be instructed to return to work on a date when such work exists or when full-duty is possible, whichever comes first. The County Manager or designee will notify an employee as to availability of work.

The duration of Modified-Duty is limited to an initial period of 30 working days, but the period of Modified-Duty may be extended upon determination of the County Manager or designee. Extensions may be approved based upon an assessment of the medical evidence which is presented. Any extension will be re-evaluated by the County and County Manager or designee on a weekly basis.

All employees returning to full-duty work must present County Manager or designee with appropriate medical documentation authorizing the employee's return to full-duty work.

In most cases, when modified duty work is available, individuals will be assigned duties Monday through Friday between the hours of 0800 -1600 or unless otherwise indicated. The employee shall be aware that the availability of a modified duty position and related duties may deviate from time to time and employee to employee. There is no obligation to create a position in order to provide modified duty.

ARTICLE 52 - DURATION OF AGREEMENT

Except as otherwise herein specifically stated, this Agreement shall be effective as of July 1, 2020, and shall remain in full force and effect until June 30, 2022. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other, in writing, one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date hereof. This Agreement shall remain in full force and effect during the period of negotiations except as otherwise provided herein and until notice of termination of the Agreement is provided to the other party in the following manner. In the event that either party desires to terminate this Agreement, a written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which said date shall not be before June 30, 2022.

IN WITNESS WHEREOF, the parties have hereto set their hands this ____ day of April, 2021.

FOR THE COUNTY:

County Commissioner
County of York

FOR THE FOP

Travis Jones, President
Fraternal Order of Police

Gregory Zinser, County Manager
County of York

William King, Sheriff

Jack Parlon
Labor Negotiator

APPENDIX A
CLOTHING AND EQUIPMENT ISSUES

INITIAL ISSUE:

1	WINTER FUR HAT
1	SUMMER HAT
1	RAIN CAP COVER
1	HAT BADGE
1	HAT BAND (ACORN & SWIVEL STRAP)
1	WINTER JACKET
1	SUMMER JACKET
1	RAINCOAT
3	LONG SLEEVED SHIRTS
3	SHORT SLEEVED SHIRTS
3	PAIR TROUSERS
1	PAIR SUMMER BOOTS
1	PAIR WINTER BOOTS
1	PAIR WINTER GLOVES
1	PAIR LEATHER GLOVES FOR HEALTH PROTECTION
2	NECKTIES
1	TIE CLASP
2	SETS COLLAR BRASS
2	SETS COLLAR TANK INSIGNIA (LIEUTENANT & SERGEANT)
2	NAME TAGS
1	GUN BELT
1	TROUSER BELT
2	HANDCUFF CASE
1	PAIR OF HANDCUFFS & KEYS
1	DUTY BELT WEAPON HOLSTER
1	PLAIN CLOTHES HOLSTER (DETECTIVES ONLY)
2	WEAPONS (1 HANDGUN, 1 RIFLE)
1	DUTY BELT AMMO HOLDER
1	PLAIN CLOTHES AMMO HOLDER (DETECTIVES)
4	BELT KEEPERS
2	BADGES
1	ID CARD, HOLDER WITH BADGE
1	FLASHLIGHT (20XL POLYMER STARTING FISCAL YEAR 2000)
1	NIGHTSTICK (EXPANDABLE)
50	ROUNDS OF DUTY AMMUNITION AND 100 ROUNDS OF PRACTICE AMMUNITION ANNUALLY (FOR OFF DUTY SHOOTING)
1	SET OF BODY ARMOR (VEST)
1	REFLECTIVE VEST
1	POLICE CRUISER (UNMARKED FOR DETECTIVES)
1	HIDDEN AGENDA JACKET FOR DETECTIVES ONLY

1 SPORT COAT (FOR DETECTIVES ONLY)
1 HAND HELD CASSETTE RECORDERS
1 DRESS SHOED (DETECTIVES)
1 DIGITAL CAMERA
1 FINGERPRINT KIT
3 PAIRS OF DRESS PANTS FOR DETECTIVES
3 DRESS SHIRTS FOR DETECTIVES
2 DRESS NECK TIES FOR DETECTIVES
1 BODY ARMOR VEST CARRIERS FOR DETECTIVES
1 NECT / BODY BADGE ID HOLDERS
1 DECTECTIVES / OFF DUTY HOLSDER
1 DETECTIVES/ OFF DUTY AMMO PUNCH
1 DECTECTIVES / OFF DUTY HAND CUFF CASE
1 PAIR OF RUNNING SHOES (NOT TO EXCEED $80.00)

PRIOR TO ENTERING M.C.J.A.

5 PROPPER INTERNATIONAL BDU NAVY BLUE PANTS, STYLE # F5201
5 LONG SLEEVE PROPPER INTERNATIONAL BDU NAVY BLUE SHIRTS, STYLE # F54525
1 ATHLETIC SUPPORTER
2 PAIR OF ATHLETIC SHORTS (NOT TO EXCEED $20.00)
1 PROTECTIVE MOUTH PIECE
1 PAIR OF WHITE COTTON WORK GLOVES
2 NAVY BLUE CREW NECK SWEAT SUIT, WITH NO INSIGNIAS, ZIPPERS, HOODS OR LETTERING

APPENDIX B

The K-9 handlers will be compensated for one (1) hour per day, seven (7) days per week, for off-duty care of the K-9 at a rate equal to the handler's straight rate of pay.

A $50 stipend will be paid to the duty officers using a pager each week, applicable to either the Lieutenant or a Detective, when on duty.

Differential Pay: The increases and/or new rates reflected below will become effective the first full pay period after the Commissioners' approval of the ratified Agreement.

Will be paid to the first shift (11 PM to 7 AM) at the rate of 50 cents (.50) per hour; and,

Will be paid to the third shift (3 PM to 11 PM) at the rate of 40 cents (.40) per hour.

OIC: The Officer in Charge ("OIC") role will be utilized whenever there is not a patrol sergeant on duty for a shift or any portion thereof. When assigned to a shift or any portion thereof in the role of an OIC, a Deputy will assume the duties and responsibilities of a Patrol Sergeant. The Sheriff or the Sheriff's designee reserves the exclusive right to identify and assign Deputies in the role of an OIC. In the absence of a Sergeant on a shift or a portion thereof and in the absence of an express assignment of a Deputy as the OIC, the most senior Deputy on the shift will assume the role of an OIC. While a Deputy actively performs the role of an OIC on a shift, the Deputy will receive a differential payment of $1.50 per hour, and thereafter will revert to the Deputy's regular hourly wage.

Payscal A
7/1/20-6/30/21
Fraternal Order of Police

Steps		1 Year	2 Years	3 Years	4 Years	5 Years	7 Years	9 Years	11 Years	13 Years	15-17 Years	18-20 Years
C												
Hourly		$25.88	$26.21	$26.74	$27.63	$28.43	$29.26	$30.11	$31.03	$31.92	$32.87	$33.82
Weekly		$1,035.30	$1,048.32	$1,069.74	$1,105.02	$1,137.36	$1,170.54	$1,204.56	$1,241.10	$1,276.80	$1,314.60	$1,352.82
Annual		$53,835.60	$54,512.64	$55,626.48	$57,461.04	$59,142.72	$60,868.08	$62,637.12	$64,537.20	$66,393.60	$68,359.20	$70,346.64
D												
Hourly				$28.56	$29.12	$29.96	$30.85	$31.74	$32.68	$33.62	$34.61	$37.45
Weekly				$1,142.40	$1,164.66	$1,198.26	$1,233.96	$1,269.66	$1,307.04	$1,344.84	$1,384.32	$1,498.14
Annual				$59,404.80	$60,562.32	$62,309.52	$64,165.92	$66,022.32	$67,966.08	$69,931.68	$71,984.64	$77,903.28
E												
Hourly						$31.56	$32.05	$33.13	$34.10	$35.10	$36.14	$36.84
Weekly						$1,262.52	$1,281.84	$1,325.10	$1,364.16	$1,404.06	$1,445.64	$1,473.78
Annual						$65,651.04	$66,655.68	$68,905.20	$70,936.32	$73,011.12	$75,173.28	$76,636.56

Class C — Aplies to: Patrol Deputies, including K-9 Handlers and Detectives

Class D — Applies to: Patrol Sergeants

Class E — Applies to: Patrol Lieutenants

Pay Scale A
7/1/21-6/30/22
Fraternal Order of Police

Steps		1 Year	2 Years	3 Years	4 Years	5 Years	7 Years	9 Years	11 Years	13 Years	15-17 Years	18-20 Years
C												
Hourly		$26.40	$26.73	$27.27	$28.18	$29.00	$29.85	$30.71	$31.65	$32.56	$33.53	$34.50
Weekly		$1,055.90	$1,069.37	$1,090.99	$1,127.30	$1,159.94	$1,193.81	$1,228.49	$1,266.02	$1,302.34	$1,341.10	$1,379.86
Annual		$54,907.01	$55,607.14	$56,731.58	$58,619.81	$60,317.09	$62,078.02	$63,881.38	$65,833.25	$67,721.47	$69,736.99	$71,752.51
D												
Hourly				$29.13	$29.70	$30.56	$31.47	$32.37	$33.33	$34.29	$35.30	$38.20
Weekly				$1,165.25	$1,188.10	$1,222.37	$1,258.68	$1,294.99	$1,333.34	$1,371.70	$1,412.09	$1,527.96
Annual				$60,592.90	$61,780.99	$63,563.14	$65,451.36	$67,339.58	$69,333.89	$71,328.19	$73,428.58	$79,453.92
E												
Hourly						$32.19	$32.69	$33.79	$34.78	$35.80	$36.86	$37.58
Weekly						$1,287.65	$1,307.64	$1,351.70	$1,391.28	$1,432.08	$1,474.51	$1,503.07
Annual						$66,957.70	$67,997.28	$70,288.61	$72,346.56	$74,468.16	$76,674.62	$78,159.74

Class C — Aplies to: Patrol Deputies, including K-9 Handlers and Detectives

Class D — Applies to: Patrol Sergeants

Class E — Applies to: Patrol Lieutenants

Pay Scale B

NEW EMPLOYEE PAY SCALE: CPA EMPLOYEES HIRED AFTER 07/01/2014

		0	Step 1	Step 2	Step 3	Step 4	Step 5
		Entry Level Hourly Rate (article 47)					
CLASS C	**Hourly**	$24.80	$25.25	$25.55	$26.04	$26.85	$27.60
Patrol	**Weekly**	$992.00	$1,010.00	$1,022.00	$1,041.60	$1,074.00	$1,104.00
Detectives	**Annual**	$51,584.00	$52,520.00	$53,144.00	$54,163.20	$55,848.00	$57,408.00
CLASS D	**Hourly**	Employee promoted to sargeant receives a 1.50 increase in base hourly wage					
Sergeants	**Weekly**						
	Annual						
CLASS E	**Hourly**	Employee promoted to Lieutenant from Sgt. receives a 1.50 increase in base hourly wage					
Lieutenants	**Weekly**						
	Annual						

York County Sheriff's Officers hired after May 23, 2014 will be paid in accordance with this Payscale. It establishes a starting rate of pay based on the number of years of full time law enforcement experience. Employees will also receive yearly increases for step years zero (0) thru five (5) as indicated above. After the specified increase that is awarded after the completion of step year five, the next raise provided for in this Payscale will be after the completion of three (3) additional years of employment at which point the employee will receive an increase of 2.5% to their base hourly wage. Thereafter the employee will be eligible for an increase of 2% to their base hourly wage after the completion of every fifth (5th) year. Because this Payscale is not a compoundable payscale, any additional increases contained in the Collective Bargaining Agreement are only applied to an employee's base hourly rate and not to this Payscale.