COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE COUNTY OF YORK

AND THE

TEAMSTERS' UNION, LOCAL NO. 340

AFFILIATED WITH

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

FOR

ALL CAPTAINS IN THE YORK COUNTY SHERIFF'S OFFICE

AGREEMENT EFFECTIVE
JULY 1, 2014 THROUGH JUNE 30, 2017

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ARTICLE 1 - INTRODUCTION

This Agreement is entered into between the County of York, hereinafter referred to as the "County" and the Teamsters Union Local No. 340, hereinafter referred to as the "Union." For purpose of this Agreement, the term "working day(s)" shall mean Monday through Friday (8:00 a.m. to 5:00 p.m.) excluding Saturdays, Sundays and holidays.

ARTICLE 2 - PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, M.R.S.A., 961 through 974, 1981, as amended), the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale, and to promote effective and efficient County operations.

ARTICLE 3 - RECOGNITION

The County recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours, and other conditions of employment for all its Captains within the bargaining units of the Sheriffs Office, as determined in accordance with the Maine Labor Relations Board, on December 16, 2002, with the units consisting of the following:

Included: All Captains in the York County Sheriff's Office.

Excluded: All other employees of York County.

ARTICLE 4 - ACCESS TO PREMISES

Authorized representatives of the Union may enter County premises during normal working hours for the purposes 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. Such visits by such representative shall be arranged with reasonable notice to the Sheriff or his designee, and shall not interfere with departmental operations. A list of authorized Union representatives who may enter County premises will be furnished by the Union to the County Commissioners within fourteen (14) days of signing of this Agreement.

ARTICLE 5 - UNION SECURITY

1. All employees shall have the right to join the Union 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 Union because of membership or non-membership in the Union. The Union recognizes its responsibilities as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

2. All employees who are currently in the bargaining unit, or who enter into the bargaining unit subsequent to the effective date of this Agreement, shall during the term of this Agreement be required to pay to the Union amounts equal to the Union's periodic dues or to pay the Union amounts equal to eighty (80) percent of the Union's regular periodic dues. The obligation to pay such amounts shall begin on the first day of the month next following the thirtieth calendar day after achieving bargaining unit status, or the first day

of the month next following the thirtieth calendar day after the effective date of this Agreement, whichever is later.

3. All employees in the units covered by this Agreement shall be informed by York County at the time of hire of the existence of this Agreement and the obligation of employees after entering the bargaining unit to either join the Union and pay the initiation fees and regular periodic dues or to pay to the Union amounts equal to the Union's regular periodic dues. The County of York shall promptly notify the Union of the name and address of each employee who enters the bargaining unit.

4. In the event this provision for Union security shall be declared to be invalid by any tribunal of competent jurisdiction, the Union 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

Within thirty days after the first six months of the beginning of each employee's employment, the employer will (1) deduct membership dues from the pay of any employee who chooses the option of membership in Teamsters Union, Local No. 340, by signing a written payroll deduction authorization form authorizing deduction from their pay of the membership dues, or (2) automatically deduct the fair share fee from the pay of any other employee. All necessary forms shall be supplied by the Union. The County shall forward all such dues and fees so collected to the certified Secretary/Treasurer before the tenth (10th) day of the succeeding month for which deductions were made. The Union shall indemnify and save the County harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remaining the same pursuant to this Article.

In the event an employee subject to the service fee payment requirement has previously failed to pay the service fees due. the employer will automatically deduct from the employee's pay the arrears due to the Union in an amount which, in combination with the fair share fee due 'per pay period, equals 10% of the employee's gross pay until the arrears are paid in full, provided, however, that an employee may request the Union for a reduction in the percentage deducted from payment of arrears based on demonstrated financial hardship. The Union must certify to the employer the name of any employee whose request is granted and the amount of the percentage to be deducted for payment of arrears.

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 rehire 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.

Captains will not have permanent designated divisional responsibilities and the number of captains employed is the prerogative of management.

Captains will serve as assigned by the Sheriff or his designee, to meet changing needs and circumstances.

ARTICLE 8 - MAINTENANCE OF STANDARDS

Section 1 - Protection of Conditions

The employer agrees that all conditions of employment relating to wages, hours of work 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, 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 Union and the County from entering into negotiating an approved addendum to this collective bargaining agreement.

ARTICLE 9 - STEWARDS

An employee who is an authorized Steward of the Union will be allowed time-off,, with pay, during his/her regular work hours or shift hours, by permission of the Department Head, 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 Department Head.

The Steward shall be allowed time-off. without pay, for up to three (3) days per year to attend seminars put on by the Union. The Steward who plans to attend said seminars will be required to notify the Sheriff or designee at least thirty (30) days in advance of the date of said seminar.

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. Disputes arising between the parties shall be settled as follows:

A) The aggrieved employee and/or the Steward must present the grievance in writing to the Sheriff or designee within twenty (20) working days after occurrence of the event giving rise to the

grievance or within twenty (20) working days of the first knowledge of the grievance. Failure to do so can automatically cause the grievance to be lost.

B) Within ten (10) working days after the grievance is presented by the employee and/or the Steward, the Sheriff or designee, will meet with the employee and/or the Steward to discuss the grievance. The Sheriff or designee will respond, in writing, to the aggrieved employee within five (5) working days after the meeting date.

C) Within five (5) working days after the written response of the Sheriff or designee is due, if the grievance is not resolved between the parties, the aggrieved employee and/or the Steward may submit the grievance, in writing, to the County Manager.

D) Within five (5) working days after the receipt of the grievance by the County-Management or the County Manager will meet with the employee and/or Steward to discuss the grievance. The County Manager will respond, in writing, to the aggrieved employee within five (5) working days after the meeting.

E) In the event that the decision of the County Manageras rendered pursuant to Section D, above, is not acceptable to the grievant, the Union or the employee may within ten (10) working days of the receipt of the County Manager's decision, file a written request for grievance arbitration of the issue. If the County and the Union or employee cannot agree upon the selection of the Arbitrator within ten (10) working days from the receipt of the written request for arbitration, the party(ies) may request arbitration of the grievance under the procedures of the Federal Mediation and Conciliation Board. The decision of the Arbitrator shall be final and binding on the parties.

F) The Arbitrator shall have no authority to amend, nullify, ignore, add to. or subtract from the specific provisions of this Agreement, consistent with applicable law and this Agreement.

G) 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 testimony and final argument.

H) Expenses for the Arbitrator's services and the proceedings shall be borne equally by the County and the Union. 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 Arbitrator(s).

I) The time limits for the processing of grievances may be extended by written mutual consent of the County and the employee or the Union.

J) The Arbitrator shall be without power or authority to make any decisions which require the commission of any act prohibited by law or which is violation of express terms of this agreement. The decision of the Arbitrator(s) shall be final and binding on the parties.

ARTICLE 11 - SEPARATION FROM COUNTY EMPLOYMENT

Upon separation from employment the County will pay to the separating employee all wages owed, and any accrued vacation which is due the employee. Such wages and accrued PTO will be paid on

paid on the next regular payroll day provided that all issued equipment, clothing, monies that are owed or belong to the County, and any gear have been returned to the County.

In all cases of voluntary separation, the employee shall provide the County with a written notice of intent to terminate employment at least ten (10) working days in advance of the actual termination date whenever possible.

ARTICLE 12 – SENIORITY

The County will prepare a seniority list, with the Captains with the most years of continuous service from last date of hire listed first, seniority lists will be updated annually by the County.

The annual updated lists will be submitted to the Secretary/Treasurer and. stewards of the Union by the second week of January.

Seniority, for the purpose of this Agreement shall mean length of continuous service from the date of hire with the County.

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

In the event of a pending reduction, employees to be laid off in the inverse order of their seniority, all affected employees shall receive a 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. The County Manager will have sole authority to initiate reduction. The County Commissioners will have final say and approval of any reduction or lay off. Seniority will be a factor for consideration and employees shall be recalled in the inverse order of the layoff 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.

Captains affected by a reduction in force, shall have the opportunity to apply for an open position in the Corrections Division which they are qualified for and will be compensated at their seniority step in the classification they are hired in.

ARTICLE 13 - WORK WEEK

The current work week for all Captains shall remain in effect for the duration of this Agreement unless the parties agree mutually to amend the work schedule.

The present work week is defined as starting Sunday at midnight and ending the following Sunday at midnight. The standard work week will usually be 40 hours excluding lunch hours.

All Captains are FLSA Exempt positions as determined by CFR Title 29 and adopted by the County Commissioners by unanimous vote, effective January 01, 1998.

Assignments and scheduling will be determined by management.

No overtime is given to FLSA Exempt positions.

ARTICLE 14 - CALL-BACK TIME

Any Captains called back to work after leaving work between the hours of 6:00 p.m. and 6:00 a.m., will receive a $100 stipend for all non-scheduled hours worked. The stipend may be paid only once for each twelve-hour period specified above. The Sheriff or his designee may specify the terms and conditions for which a call-back is authorized and reserves the right to review any Captains decision to return to work.

All Captains will document earning of comp time and report it to the Sheriff or his/her designee within current pay period. Failure to do so will result in the loss of comp time.

When assigned as a Duty Officer the Captain will be compensated with eight (8) hours of compensatory time for each week assigned as Duty Officer.

ARTICLE 15 – HOLIDAYS

The following days shall be recognized and observed and paid as holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

On the designated holidays employees who are not required to maintain essential services will be excused from all duty.

Captains who call out sick on any holiday will not be eligible for holiday pay.

HOLIDAY PAY WILL ONLY BE PAID ONCE TO EACH EMPLOYEE PER HOLIDAY.

If a holiday is observed during an employee's vacation, the employee shall be charged for vacation days actually used in the week in which the holiday occurs.

In addition to the above scheduled holidays, Captain covered by this agreement shall receive any holidays declared as holidays by the President of the United States, the Governor of the State of Maine and by the York County Commissioners, and shall receive any administrative day declare by the County Commissioners.

To be eligible for holiday pay, the employee must have worked his/her last scheduled work day prior to the holiday, and/or his/her first scheduled work day after the holiday and must have been in an employee status for at least thirty (30) days preceding the holiday.

ARTICLE 16 – PAID TIME OFF

As of the date of signing, the County and the Union agree that pursuant to a side letter agreement between the parties, the transition to paid time off has already occurred retroactive to January 1, 2014, and that the transfer of preexisting accrued by unused time to paid time off has already been implemented pursuant to the tentative agreement and side letter agreement of the parties..

Paid Time Off ("PTO") hours may be used any time after being earned, including during the employee's introductory period. PTO hours will be used to cover any absence from the job. A physician's statement may be required at any time after three days to substantiate an absence due to illness. Exceptions may be made at the discretion of the County Manager or designee.

Members will accrue PTO on a weekly prorated basis so that a member may accrue a total of 30 days per calendar year. Members may only carry over a maximum of up to 25 days per calendar year.

The County will allow any employee to sell back up to 10 days of PTO in December of each year.

The desire to use PTO in excess of one day at a time shall be submitted in the form of a written request to the Jail Superintendant or designee. Actual approval by the Jail Superintendant or his designee is required prior to the use of the PTO.. However, denial of PTO must be in writing and the employee may request a personal meeting with the Jail Superintendant or his designee for a discussion. A Union representative may accompany the employee at the employee's option. PTO which has been approved may only be changed by the employee with the approval of the Jail Superintendant or designee.

An employee shall report the desired use of PTO of one day or less to the Jail Superintendant two hours prior to the start of his/her regularly scheduled work day if possible and in no instance later than one half (1/2) hour before the start of his/her regularly scheduled work day. Failure to comply with this requirement may be cause for disciplinary action.

PTO does not accrue while an employee is out on any unpaid leave except leaves designated by statute and specified by the York County manager or his designee.

When an employee leaves employment, the employee is only entitled to be paid for that amount of PTO accrued, but unused as of the date of separation from employment.

ARTICLE 17 – COUNTY POLICIES

The personnel policies of York County will apply to the members when an issue covered by the policies is not specifically covered by a provision or procedure in this Agreement. In particular, the County's policies on Family and Medical Leave, modified duty, and reasonable accommodations will be applied to the members.

ARTICLE 18 - BEREAVEMENT LEAVE

In the event of death in the immediate family of an Employee, the Employee shall be granted five (5) working days leave of absence with full pay for each death to make household adjustments or to attend funeral services. Immediate family is defined as spouse, mother, father, foster parents, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, step parents, step children, or persons living in the immediate household. Employees shall be granted one (1) working day to attend the funeral or services for other relatives.

In the event of an employee's attending the funeral or services of other relatives, permission may be granted to swap shifts in order to attend the one (1) day of the funeral or service. Permission to swap shifts must be approved by the Sheriff or his/her designee.

ARTICLE 19 - 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 (USERRA Law).

ARTICLE 20 - WORK RULES AND DISCIPLINE

All discipline shall be for just cause including, but not limited to, violations of any rules adopted, above, and the provisions of this Agreement. All suspensions and discharges shall be stated, in writing, and will be forwarded to the affected employee and the Union office within five (5) working days of the date said actions were taken.

It is agreed that any Captain, who is required to have a State of Maine driver's license, may be suspended or discharged 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	)	The measures need not be
- Written Reprimand	)	applied in sequence depending
- Suspension	)	on the seriousness of the
- Discharge	)	disciplinary infraction.

All disciplinary infractions placed in an employee's file which are received for an infraction which is less than suspension shall be purged from the file if there is no disciplinary offense within the next twelve (12) months subsequent. All serious offenses (suspension, but less than discharge) shall be purged from the file if no recurrence of disciplinary action is received by an employee within twenty -four (24) months period subsequent to the serious offense, Employees suspended for disciplinary reasons will not be eligible for holiday time, accrued vacation or sick time during the disciplinary period.

The Sheriff or his/her designee shall apply all levels of discipline except discharge. Discharge shall be for just cause and must have prior approval of the Board of County-Commissioners and be in accordance with Maine State Statutes.

The County shall maintain 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.

ARTICLE 21 - 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 jury duty. An employee excused early or who is not called to duty shall report to his/her supervisor for assignment.

ARTICLE 22 – INSURANCE

A comprehensive group insurance policy covering health, dental, life, short and long term disability and death and dismemberment (the "insurance plan") is provided for all full-time regular employees of the County. The parties agree that from year to year, the County must contract with an insurance carrier for health insurance for County employees and that health insurance plans are evolving and changing on an annual basis. As a result, the parties agree that the County may substitute new insurance plans for the ones in effect in the current or previous year. However, any new plan that is substituted shall be comparable to the previous plan from an overall perspective, but the individual benefits, coverages and costs may change under the substituted plan from time to time. The County's insurance committee, with members from each union, may evaluate and provide input on any new plans.

As a condition of employment, employees are required to select health insurance coverage in either the Harvard Pilgrim HSA LC-1 or the POS 14 coverage or in the alternative one or more comparable plans that may be offered in place of these specified plans.

The County will pay one hundred percent (100%) of the premium cost for employees selecting HSA LC-1 (or another plan substituted in place thereof) coverage and fifty percent (50%) of dependent coverage selected. The County will also deposit $54.96 monthly into the employee's Health Savings Account for single coverage, $118.76 monthly for employee plus children, and $191.66 monthly for family coverage.

For employees selecting Harvard Pilgrim POS 14 coverage or another plan substituted in place thereof, the employee shall contribute fifteen percent (15%) of the monthly single premium cost and fifty percent (50%) of any dependent coverage selected. Coverage elections may be changed annually or as provided by law.

Employees may be exempted from coverage as set forth below. Any cost of the employee's coverage or dependent coverage is paid by the employee by payroll deduction. The County shall maintain the insurance plans referenced above or a comparable plan or plans during the term of this Agreement. The County reserves the right to negotiate the terms and benefits of any coverage beyond the expiration of this contract.

The County and the Association 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.

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

The County agrees to pay one hundred thousand dollars ($ 100,000) for any employee who is killed in the line of duty.

The County agrees to maintain the comprehensive Sheriff Liability Insurance, now in effect, at the current coverage or a plan equal to or better than the current policy.

Group life insurance in an amount equal to one times (lx) the employee's salary will be provided to all full-time employees covered by this agreement.

The County will offer Section 125 for all eligible County employees under this agreement at no cost to the County.

The county agrees to pay one hundred percent (100%) of a short term weekly income protection plan, starting in year 2005 and a long term disability plan. The short term plan will pay the employee a minimum of seventy (70%) of his/her weekly base pay. The employee must to use accumulated sick time to make up the remaining thirty percent (30%). This plan provides income protection from the15thday after an accident: from the 15th day after sickness and is available for up to 26 weeks duration. Sick leave must be used for the first fourteen days. If accident/illness is covered by worker's compensation, then this benefit is not applicable.

Employees who qualify for health insurance coverage under this Article but elect to be covered by a spouse or domestic partner's health care plan or an equivalent plan shall be entitled to an $1800 cash payment prorated over twelve (12) months after certifying other coverage to the County. The employee will thereafter be ineligible for County health care insurance coverage for the twelve (12) months unless a qualifying event occurs within this period.

ARTICLE 23 – RETIREMENT

The County will participate in the Maine State Retirement System Special Plan #2. The County will continue to participate in the Social Security Program (FICA/OASI) during the term of this agreement.

The County of York and Teamsters Union Local #340 for the Captains of York County agree to the implementation of a Section 403(b)/ICMA pension plan for employees in the bargaining unit.

1. Captains who are members of the Maine State Retirement System will not be able to participate in the Section 403(b) plan.

2. The County of York will match Captain's contributions to the ICMA plan to a maximum of six percent (6%), for any employee who participates.

3. All Captains with ten (10) years of creditable service who retire at age sixty (60) under any recognized plan, or twenty (20) years of creditable service who retire at age fifty-five (55) under any recognized plan, will be allowed to purchase insurance at the Group rate that is provided by the County of York to it's employees.

   The above-mentioned provision will apply only until the Captain becomes eligible for medical benefits under Medicare.

   Group insurance will mean employee and dependent coverage as it exists in our present insurance policy.

ARTICLE 24 - NON-DISCRIMINATION

The County and the Union 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 (particularly between the years of 40 and 70), 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 (particularly between the years of 40 and 70), or condition of handicap, except where based on a bona fide occupational qualification.

The use of male and 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 25 - HEALTH AND SAFETY

The Union 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 and Health Act of 1970 as well as other federal and state laws. Non-compliance with the act may result in fines and penalties to the County.

The County shall make every reasonable effort to provide any vaccines as mandated by State or Federal laws for all collective bargaining unit members.

Proper safety devices shall be provided by the County for all Captains 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 Captains will not be required to use same.

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

It is the policy of York County Government to permit other agencies/individuals to contact employees, but to insure that Captains have the opportunity to successfully perform their duties, no contacts or solicitations are permitted during working hours.

The definition of other agencies/individuals includes, but is not limited to: insurance, companies, general vendors, and community/social organizations.

ARTICLE 26 - PROBATIONARY PERIOD

Probationary period shall be a twelve (12) month period during which the County's right to discharge shall be incontestable and non-grievable for all new hires and/or first time County Captain. The

twelve (12) month period shall be extended by the time that employee is attending his/her respective academy training.

There shall also be a twelve (12) month probationary period applied to transfers of positions and/or classification. Revocation of probations for failure to satisfactorily perform in the Captain'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.

ARTICLE 27 - SEPARABILITY OR 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 Union 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 28 - POLITICAL ACTIVITY

Political and Other Activities - Political activities of County employees shall conform to State and Federal mandates. Political activities are not permitted during working hours. Employees may not:

1) Use official authority or influence for the purpose of interfering with or affecting the result of an election or nomination for office, or;

2) Directly or indirectly coerce, attempt to coerce, command, or advise a State or County Officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes.

ARTICLE 29 - NO STRIKE/NO 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, or
4. the blacklisting of any public 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 Union 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 30 - EMPLOYMENT OF RELATIVES

It is the policy of the York County Government to seek for its employees the best qualified persons regardless of their relation to other employees. Thus, close relatives (spouse, mother, father, brother, sister or child) may be employed in the same or in a different department.

Unless the County Commissioners shall, following the recommendation of the Department Head, determine that the best interests of the County shall be served, the following relatives of any elected or appointed officer or other County employee are disqualified from employment promotion or transfer within the same department: son, daughter, spouse, parent, grandchild, grandparent, brother, sister, half or step brother, half or step sister; or the spouses of any of them. All relationships shall include those arising from adoption.

The provision of this sub-section shall not apply to any County personnel employed as of the date of the sub-section's adoption.

ARTICLE 31 - CONFLICT OF INTEREST

Any County Captain who has a substantial financial interest in any contract with the County or in the sale of any 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 Captain shall be deemed to have a substantial direct or indirect financial interest merely because he/she is an official, officer, Captain or stockholder of a private corporation to which question relates or with which the County contracts, unless the County official, officer or Captain is directly or indirectly the owner of at least ten percent (10%) of the stock of the private corporation. Any County officer or Captain 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 32 - EMPLOYEE FILES

Insofar as permitted by law, all personnel records, including home addresses, telephone numbers and pictures of members of the units 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 Captain 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/her designee thereafter places the written reprimand in the member's personnel file, he/she shall also include the member's written reply.

The personnel file will be maintained in the County Commissioners Office.

ARTICLE 33 - OUTSIDE EMPLOYMENT

A Captain may engage in outside employment provided:

a. Prior written approval of the Sheriff or his/her designee is obtained.

b. There will be no interference with the performance of duties at the York County job.
c. There will be no conflict of interest as a result of the outside employment.
d. The Captain 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 Captain, the Captain will be notified in writing, that the outside employment must be terminated or the employee must resign his/her York County employment.

ARTICLE 34 - EMPLOYEE RIGHTS

To ensure that any internal investigation (hereinafter "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 investigating officer shall advise the employee that an official investigation is being conducted within 3 working days of the assignment of an investigating officer. The interrogation will be conducted within a reasonable time, taking into consideration the working hours of the employee, and the interests of the Department. The investigating officer shall inform the employee of the nature of the alleged conduct which is the subject matter of the investigation, and the complainant shall be identified. If it is known that the employee being interrogated is a witness only, he/she shall be so informed.

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

C. The interrogation of the employee suspected of violating department rules and regulations shall be limited to questions which are directly related to the employee's involvement in the alleged violation.

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

E. At the time of interrogation, the employee will be advised of the right to assert their 5th Amendment Rights as well as the Garrity Rule.

F. Any and all investigations shall be conducted within twenty (20) working days, except if there is a criminal investigation, then an additional twenty (20) days will be granted. The employee shall be advised of the final outcome of the investigation within fifteen (15) working days. If the Charges are sustained a hearing must be schedule within ten (10) working days and any discipline shall be issued within ten (10) working days of the hearing.

G. If the results of an investigation against an employee prove that the charges are unfounded, then it shall be so noted in the final report of the investigation.

H. An employee shall have the right to a private or public hearing, if he/she so desires.

I. All suspensions will be on paid leave pending completion of the Internal Affairs Investigation.

ARTICLE 35 - COMPENSATION CLAIMS

The County agrees to cooperate toward the prompt settlement of the Captain 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 Captains if the illness or injury arose out of and in the course of employment. To facilitate prompt settlements, Captains should provide the County with prompt written notice of any injury sustained on the job.

In the event that the Captain is injured on the job, the County shall pay such Captain his/her guarantee for that day lost because of injury. A Captain who is injured on the job and must be 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. Captains 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, but will not be entitled to utilize any leave benefits during the period of the Claim.

Captains may use any accrued sick leave to provide income only until Worker's Compensation benefits begin. Sick leave benefits covering time also covered by Worker's Compensation Benefits shall be returned to the County.

The employer will notify the Union 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 Union with all relevant information, and will bargain with the Union concerning any accommodation that departs from any of the terms of this contract or from any existing practice.

If a Captain is unable to return to work in accordance with the current State Statute, their employment will be terminated.

ARTICLE 36 - LEAVE OF ABSENCE

A regular Captain may be granted a leave of absence without pay by the Sheriff or his/her designee when approved by the York County Commissioners but for a period not greater than one (1) year [three (3) years for Union elective office]. Failure of a Captain 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 and raises will be forfeited. The Union shall be notified, by 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 Union 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 37 - IDENTIFICATION FEES

The County requires Captains to carry or record full personal identification. Such requirements shall be complied with by the Captains. The cost of such personal identification shall be borne by the County.

ARTICLE 38 - CLOTHING ALLOWANCE

The County will provide uniforms where applicable.

There will be one initial full uniform issue upon completion of probation.

Uniform items shall be provided by the County. The County will replace any item damaged or worn beyond repair.

Damage to Personal Effects - The County will pay a reasonable amount for any damage to an employee's personal clothing 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.

ARTICLE 39 - EDUCATIONAL REIMBURSEMENT

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

A Captain in good standing with three (3) years of employment may apply for a scholarship. One scholarship is equal to one course. The course will be taken voluntarily and on your own time.

Only one scholarship will be allotted per Captain per year. Exceptions to this will be if scholarships are not applied for, then a Captain may apply for a second and even a third scholarship during the same year. In the case of two (2) or more Captains applying for one slot, seniority will be a deciding factor. In cases when there are more than six (6) employees competing for the scholarships, seniority on a rotating basis will be the deciding factor. In an attempt to fairly distribute this benefit, the Department Head and/or County Commissioners will keep a running list of Captains involved in the Educational Reimbursement Scholarship Program.

Books purchased by reimbursement will be retained by the County, but books purchased by the Captain will be the Captain's property.

To apply for a scholarship, a Captain must have attained his third anniversary. The Captain must apply in writing to the Department Head and/or County Commissioners for authorization in advance. The Sheriff and/or County Commissioners will respond to the applicant in writing. During the course, the employee must maintain a grade point average of C or better. A copy of the transcript must be submitted to the Sheriff or his/her designee for reimbursement at the completion-of the course.

Reimbursed courses must meet one of the following conditions:

A. A course must be directly related to the Captain's job.

B. A course must be part of degree program and the degree program must be directly related to the Captain's job.

ARTICLE 40 - ARMS QUALIFICATION

The County agrees to provide arms qualifications, twice annually to all Captains. Training will be provided for inside and outside situations and night and day qualifications. Ammunition will be supplied by the County only for those arms classified as issue.

Captains required to be shotgun qualified shall be qualified at County expense and in accordance with State requirements.

ARTICLE 41 - BULLETIN BOARDS

The Union shall be provided a bulletin board or space on an existing bulletin board in the work areas of Corrections, the Court. Communications and make provisions to transmit notices to any contract officer, for the purpose of posting notices and other official Union business and the Union shall be responsible for the maintenance of its materials, and shall immediately remove any obscene or objectionable material.

ARTICLE 42 - AVAILABILITY OF AGREEMENT

The County agrees to supply each unit member with a copy of the executed Agreement and to supply each probationary Captain with a copy of this Agreement upon the expiration of his/her probationary period.

ARTICLE 43 – TRAINING

All Captains will be offered training in accordance with State standards. All training to be structured and approved by the Sheriff and must be consistent with state standards. All mandatory training can be scheduled in days off after giving the employees ten (10) day notice.

The Sheriff or his/her designee will determine what training courses each Captain will attend.

ARTICLE 44 - DRIVE & DIRECT DEPOSIT

Section 1 - Drive

The employer agrees to deduct from the paycheck of all Captains covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing Captain that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "Weeks worked" excludes any week other than a week in which the Captain earned a wage. The employer shall transmit the DRIVE national headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each Captain on whose behalf a deduction is made, the Captain social security number, and the amount deducted from the Captain's paycheck. The International Brotherhood of Teamsters shall reimburse the employer annually for the employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

Section 2 - Direct Deposit

The employer agrees to deduct designated amounts each week from the wages of those Captains who shall have given the employer written notice to make such deductions. The amount so deducted shall be remitted to the applicable financial institution each month. 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 employees earnings shall be less than the amount authorized for deduction.

ARTICLE 45 - LABOR/MANAGEMENT

The County and the Union, 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-Union 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 Union, and one (1) Union member as appointed by the Union.

The Union Business Representative shall be allowed to attend these meetings upon request. He will have a voice, but no vote.

ARTICLE 46 - DURATION OF AGREEMENT

Except as otherwise herein specifically stated, this Agreement shall be effective as of July1, 2014, and shall remain in full force and effect until June 30, 2017. 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 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, 2017.

IN WITNESS WHEREOF, the parties have hereto set their hands this _____ day of _____, 2014.

FOR THE COUNTY:

Greg Zinser, County Manager
Chief Negotiator for the County of York

Sallie Chandler, Chair, YC Commissioners

FOR THE UNION:

Ray Cote, Business Agent
Chief Negotiator for the Union

Vianney Soucy, President, Local #340

Brett Miller, Secretary-Treasurer

APPENDIX A CLOTHING & EQUIPMENT ISSUES

INITIAL ISSUE:

1 JACKET
4 SHIRTS (ANY COMBINATION OF EMPLOYEES CHOICE)
2 PAIR OF SHOES
2 PAIRS OF PANTS
1 TROUSER BELT
1 ID CARD
1 NAME TAGS
2 CORRECTIONS BADGES AND COLLAR BRASS
1 SET OF HANDCUFFS, CUFF KEYS, PORTABLE RADIO HOLDER, BELT, FLASHLIGHT WITH HOLDER WILL BE ISSUED FOR USE WHILE ON DUTY
1 RAINCOAT WILL BE AVAILABLE WHILE ON DUTY
1 UTILITY BELT

A CAPTAIN WHO HOLDS A DEPUTY SHERIFF COMMISSION WILL BE ALLOWED TO RETAIN ONE COMPLETE DEPUTY SHERIFF UNIFORM TO BE WORN WHEN ASSIGNED TO DETAILS THAT REQUIRE THAT UNIFORM.

THESE OFFICERS MAY ALSO BE ALLOWED TO PURCHASE NECESSARY EQUIPMENT FOR THIS DUTY SUCH AS LEATHER GEAR, HAT, AND HOLSTER, NOT TO EXCEED THE COST ALLOTED TO THEM FOR CLOTHING.

CAPTAINS DESIGNATED BY THE SHERIFF MAY BE ALLOWED TO PURCHASE CIVILIAN ATTIRE IDENTIFIED BY THE DEPARTMENT FOR USE ON DUTY.

FOOTWEAR: COUNTY WILL PAY $ $115.00 PER YEAR PER PAIR. ANY FOOTWEAR PURCHASED ABOVE THIS PRICE WILL BE PAID BY THE EMPLOYEE.

WAGE SCALE

Captain	July 1, 2014	July 1, 2015	July 1, 2016
	(0%)	(0%)	(0%)

At 5 years -A 3% longevity At 7 years- An additional 3 % longevity increase At 10 years- An additional 3% longevity increase At 15 years - An additional 3% longevity increase