

Right to Know Advisory Committee  
**Access to Disciplinary Records of Public Employees Subcommittee**  
 November 3, 2022 Meeting

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Collective bargaining agreement examples and responses to inquiry regarding current record retention guidelines that would be applicable to employee personnel records and/or internal affairs files:

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Page 4	City of Auburn and Fraternal Order of Police Command Unit (see page 6 of agreement)	City of Auburn record retention response: "All city personnel records are kept in perpetuity as per state law."
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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF AUBURN**

**AND**

**FRATERNAL ORDER OF POLICE**

**COMMAND UNIT**

**July 1, 2021, to June 30, 2024**

## **PREAMBLE**

Pursuant to the provisions of Chapter 9A, Revised Statutes of Maine, Title 26 as enacted by the Maine Legislature, Revised September 1989 the Municipal Public Employees Labor Relations Act, this agreement is entered into by the City of Auburn, Maine (hereinafter known as the City) and Fraternal Order of Police (hereinafter known as the Union).

It is the intent and purpose of the parties to set forth herein the entire Agreement covering rates of pay; wages, hours of employment and other conditions of employment; to increase the efficiency and productivity employees in the Police Department; to provide for the prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Police Department.

## **ARTICLE 1 - BARGAINING UNIT**

It is expressly agreed that previous negotiations are without prejudice to the right of the City to object to the composition of the bargaining unit being represented by the negotiating team of the Union in any subsequent contract year. For the purpose of this agreement, the Fraternal Order of Police will represent all Lieutenants and Sergeants in the Auburn Police Department.

## **ARTICLE 2 - RECOGNITION OF CITY RIGHTS**

Except as otherwise provided in this contract, the City shall remain vested solely and exclusively with all of its common law and its statutory rights and with all management functions including the full and exclusive control, direction, and supervision of operations and personnel including the right to hire, promote, suspend or otherwise discipline superior officers under the City Charter and Ordinances.

## **ARTICLE 3 - RECOGNITION OF RIGHTS OF MEMBERS OF THE UNION**

### **Section 1 - Investigation of Police Misconduct**

Members of the Auburn Police Department hold a unique status as public officers, and the security of the City and its citizens depends to a great extent upon the manner in which members of the department perform their many duties, of contacts and relationships with the public. Out of such contacts and relationships may arise questions concerning the actions of members of the force. Such questions may require prompt investigation by superior officers designated by the Chief of Police or other competent authority.

To ensure that such investigations are 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) To the extent possible, the interrogation will be conducted at a reasonable time taking into consideration the working hours of the member and the legitimate interests of the department. The officer conducting the interrogation shall advise the member that an investigation is being conducted. The investigating officer shall inform the member of the nature of the alleged conduct, which is the subject matter of the interrogation and, unless circumstances warrant anonymity, shall identify the complainant. If it is known that the member being interrogated is a witness only, he shall be so informed.

- B) In any case in which a police officer has been identified as a suspect in a criminal investigation, the interrogation shall be tape recorded and the tape shall be preserved by the investigating officer until the investigation is completed and all charges dropped or processed to conclusion. At his request, the member or his attorney may listen to, transcribe, or copy all or any portion of the tape.

The interrogation shall be conducted with as much confidentiality as possible. The interrogation of a member suspected of violating department rules and regulations shall be limited to questions which are reasonably related to the member's performance as it relates to the alleged violation.

- C) If the member is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be afforded all rights granted under such circumstances to other persons.
- D) In all cases in which a member is interrogated concerning a serious violation of departmental rules and regulations which, if proven, would be likely to result in his removal from the department, and where the same can be accomplished without unreasonably delaying or impeding the investigation, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his choosing and/or a representative of the Union before being interrogated and his attorney and/or a representative of the Union may be present during the interrogation, but may not participate in the interrogation except to counsel the member.
- E) If the member under investigation is requested to submit to a polygraph examination, he or she will be furnished a list of questions which will be asked prior to the commencement of the examination. If a member is requested to submit to any other type of test, he or she will be advised of the type of test and the member will be afforded an opportunity to obtain a similar independent test if available.
- F) The investigation will be conducted without unreasonable delay and the member will be advised of the final outcome of the investigation.

## **Section 2 - Disciplinary Proceedings**

Any member charged with a violation of department rules and regulations, incompetence, misconduct, negligence, insubordination, disloyalty, or other serious disciplinary infraction may request a hearing provided such request is made in writing and delivered to the Chief or his representative no more than five days after the member is advised of the charge against him. No member shall be dismissed without first being given notice and an opportunity for a hearing whether he requests it or not. In the case of a member who has been suspended, the hearing shall, if requested by the member, be held no more than five days after the date when the suspension began.

The member shall be informed of the exact nature of the charge and shall be given sufficient notice of the hearing date and time to allow him an opportunity to consult legal counsel, conduct an investigation, and prepare a defense. The hearing, which shall be before the Chief, or in his absence or incapacity, the Acting Chief, shall be informal in nature. The member may be accompanied by legal counsel or a representative of the Union. The member shall have the right to confer with his representative at any time during the hearing and shall have the right to have his representative speak on his behalf. The member shall have the right to appeal the decision of the Chief, to the City Manager, as provided in Article 8, in any case involving a suspension. Any matters as to which a member has a right to a hearing under this Article shall not also be the subject of a grievance proceeding.

### Section 3 - Personnel Files

- A. Insofar as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of Employees shall be confidential and shall not be released to any person other than officials of the department and other City Officials, except upon a legally authorized subpoena or written consent of the Employee.
- B. Upon request, an Employee shall have the right to inspect his or her employee personnel file. The inspection shall be conducted during regular business hours and shall be conducted under the supervision of the Department. An Employee shall have the right to make duplicate copies for his own use. No records in the official personnel file shall be withheld from an Employee's inspection. An Employee shall have the right to have added to his official personnel file a written refutation of any material which he considers detrimental.
- C. No written reprimand which has not previously been the subject of a hearing shall be placed in an Employee's official personnel file unless the Employee is first given the opportunity to see a copy of the reprimand. Within five days thereafter, the Employee may file a written reply. If the Chief thereafter places the written reprimand in the Employee's official personnel file, he shall also include the reply.
- D. Discipline issued to an employee, shall be removed from an employee's personnel file after the following timelines. It will be up to the employee to request that the discipline be removed. Requests for removal of discipline shall be made in writing, to the Chief of Police.
- Written Warning – One year from date of action taken unless a violation of the similar nature has occurred within that time period. In cases of a repeat violation of a like nature, the letter(s) shall remain in the personnel file until twelve (12) months have passed since the most recent violation.
  - Written Reprimand – Two years from date of action taken unless a violation of the similar nature has occurred within that time period. In cases of a repeat violation of a like nature, the letter(s) shall remain in the personnel file until twelve (12) months have passed since the most recent violation.
  - Suspension – Five years from date of action taken unless a violation of the similar nature has occurred within that time period or unless the violation was of a more serious nature, i.e., causing bodily harm or life threatening in nature, whereas the letter(s) shall remain as a permanent part of the personnel file.
- E. Incidents of Sustained sexual harassment shall not be purged from the personnel file.  
"Sustained" incidents are those in which the investigation disclosed evidence proven beyond a reasonable doubt used to prove the allegations made in the complaint.

### ARTICLE 4 - NON-DISCRIMINATION

All employees have the right to work in an environment free from discrimination unrelated to job performance. Intimidation and harassment of employees, whether by fellow employees or management personnel, including sexual harassment in all its various forms, is unacceptable conduct which may constitute grounds for disciplinary action. This provision shall not in any way prevent the Union from discharging its duty of fair representation of any of its members.

## **ARTICLE 5 - NOSTRIKE/NO LOCKOUT**

During the term of this Agreement, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the City. During the term of this Agreement, neither the City nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

The Union agrees to notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work. Any or all employees who violate the provisions of this Article may be discharged or otherwise disciplined.

## **ARTICLE 6 - CHECK-OFF**

The employer agrees to deduct the Union's weekly membership dues (uniform amount per member) and benefit premiums from the pay of those employees who voluntarily sign a check-off authorization form. The amounts to be deducted shall be certified to the Employer by Fraternal Order of Police, and the aggregate deductions of all employees shall be submitted together with an itemized statement to the Union on a quarterly basis, after such deductions are made. The written authorization for payroll deductions of Union membership dues shall be irrevocable during the term of this Agreement except that an employee may revoke the authorization, effective upon the expiration date of this Agreement, provided the employee notifies, in writing, the Employer and Fraternal Order of Police at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.

The authorization for deduction of benefit fund contributions may be stopped at any time, provided the employee submits in writing, to the Employer and the Union a sixty (60) day notice of such intent. The Union shall indemnify the City and any Department of the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City or any Department of the City for the purpose of complying with the provisions of this Article.

## **ARTICLE 7 - NEGOTIATIONS TIME-OFF**

### **Section 1**

The President or his designee shall be allowed reasonable time-off without loss of any benefits to represent members, at the members request, at any grievance procedure or departmental hearing and shall be allowed reasonable time to interview and represent a requesting member during all stages of a grievance procedure.

### **Section 2**

Members of the Negotiating Committee shall be allowed reasonable time- off without loss of benefits to represent the Union on all negotiations with the City concerning the collective bargaining agreement.

AGREEMENT

between

TOWN OF WELLS

and

WELLS POLICE ASSOCIATION

July 1, 2020 to June 30, 2023

on his behalf. Any disciplinary action taken against a member shall be subject to the grievance procedure.

3. Work Rules/Rules of Discipline

3a. The Town may adopt disciplinary rules and work rules which will be posted from time to time during this Agreement. All rules and amendments thereto shall be forwarded to the Shop Steward or Alternate, who shall have ten (10) working days to request a meeting to confer concerning the proposed changes. If no such request is received, the changes shall go into effect.

3b. All suspensions and discharges shall be for just cause including, but not limited to, violations of any rules adopted above and written reasons for suspensions or discharge shall be stated in writing to the affected employee within five (5) calendar days of the action.

3c. Employees are required to abide by the terms of this Agreement and to comply with such rules and regulations as the Town may adopt which are not inconsistent with this Agreement. Should there be any doubt as to the employee's obligations, he shall comply with the rules and then grieve if he feels he has been wronged. The disciplinary measure stands should he be found to have violated the rules and regulations or any provision of this Agreement.

C. Personnel File

1. Insofar as permitted by law, all personnel records, including home address, telephone numbers, and pictures of members shall be confidential and shall not be



released to any person other than officials of the department and other Town officials, except upon a legally authorized subpoena or written consent of the member.

2. Upon request, a member shall have the right to inspect his official personnel record. Inspection shall be during regular business hours and shall be conducted under supervision of the Town Manager or designee. A member shall have the right to make duplicate copies for his own use. No records shall be withheld from a member's inspection. A member shall have a right to have added to his personnel file a written, signed, and dated refutation of any material which he considers detrimental. Nothing detrimental may be added to the member's file without first providing a copy to the member.

3. No written reprimand which has not previously been the subject of a hearing shall be placed in a 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 Chief thereafter places the reprimand in the member's personnel file, he shall also include the reply.

4. For Police Officers, all discipline infractions placed in an employee's file which are received for an infraction which is less than a suspendable offense shall be purged from the file if there is no disciplinary offense within the next eighteen (18) months subsequent. Suspensions shall be purged from the file if no recurrence of the disciplinary action is received by the employee within a thirty-six (36) month period subsequent to the offense. All employee refutations which go into the personnel file shall also be expunged along with the items to which they pertain.

5. For Dispatchers, all discipline infractions placed in an employee's file which are received for an infraction which is less than a suspendable offense shall be purged from the file if there is no disciplinary offense within the next twenty-four (24) months subsequent.

### **ARTICLE 35 - HEALTH AND SAFETY**

The Association recognizes the right of the Town to establish reasonable rules and regulations for the safe, sanitary and efficient conduct of the Town's business and reasonable penalties for the violation of such rules and regulations subject to restrictions of this Agreement.

The Town is responsible for meeting safety standards which are considered to be minimum standards 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 fine and penalty to the Town.

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

If a member of the unit deems his vehicle or equipment to be unsafe, he shall notify his superior who, in turn, shall arrange for or conduct an appropriate inspection and shall determine whether the vehicle or equipment is safe for use. The reasonableness of this determination shall be subject to the grievance procedure.

Any employee involved in any accident shall promptly report to his immediate superior said accident and any physical injury sustained. Said report will be made on a proper form provided by the Town.

### **ARTICLE 36 - EXTRA-HAZARDOUS INJURIES**

Employees covered by this Agreement who are injured on the job while performing extra-hazardous duties shall receive, in addition to compensation paid by or payable under the Workers' Compensation Act, an amount sufficient to bring up to net pay while an incapacity exists, and until they are either placed on disability retirement or return to active duty. Absence because of such injuries shall not be charged to accumulated sick leave.

A. Extra-hazardous injuries shall be defined as follows:

1. Injuries sustained while pursuing, apprehending, arresting, or detaining suspects.
2. Injuries incurred during the official operation of a police motor vehicle in emergency situations.
3. Injuries incurred while standing in a roadway directing traffic, providing the officer has not unreasonably neglected to wear safety equipment provided the officer when available.
4. Injuries sustained while actively engaged in suppressing riots, insurrections and similar civil disturbances.
5. Injuries sustained in any other authorized situation in which the Officer, because he is a police officer, is exposed to conditions not confronted by the average non-public safety employee as determined by the Chief of Police.

During the three (3) day waiting period prescribed in the law, prior to receiving Workers' Compensation benefits, the employee who may become eligible for such benefits may elect to use sick leave, if he/she has the sick time accumulated.

**AGREEMENT  
BETWEEN  
WALDO COUNTY COMMISSIONERS  
AND  
THE WALDO COUNTY DEPUTY SHERIFF'S ASSOCIATION**

**JANUARY 1, 2022 - DECEMBER 31, 2024**

**ACCEPTED OCTOBER 7, 2021**

#### Section 4: Right of Appeal:

All non-probationary Associates have the right to appeal disciplinary actions to the County Commissioners pursuant to established appeal procedures. Probationary associates do not have the right to appeal.

### **PERSONNEL FILES**

#### Section 1: Inspection of Records

Upon written request, any Associate or former Associate shall have the right to inspect or have his/her authorized representative inspect his/her official personnel record in accordance with M.R.S.A Title 26, Section 631. Inspection shall be during regular business hours and shall be conducted under the supervision of the Human Resources Director. An Associate shall have the right to make duplicate copies for his/her own use, without fee one time per calendar year. Additional copies in the same year are subject to copying fees consistent with County Policy. No records shall be withheld from the Associate's inspection. An Associate shall have the right to place in his/her personnel file a written refutation of any material that he/she considers detrimental.

#### Section 2: Written Reprimand

No written reprimand which has not previously been the subject of a meeting between the employee and the Sheriff or his/her designee [Reference 7.6.2 of Personnel Policy] shall be placed in an Associate's personnel file unless the Associate is first given the opportunity to see a copy of the reprimand. Within five (5) days thereafter, the Associate may file a written reply. If the Sheriff thereafter places the written reprimand in the Associate's personnel file, he/she shall also include the reply.

#### Section 3: Disciplinary Actions

The initiation of disciplinary action is the responsibility of the Sheriff or his/her designee.

#### Section 4: Time Limits for Disciplinary and Counseling Action

The following time schedules shall be placed upon Disciplinary Actions, unless otherwise agreed upon by the Sheriff and the Employee. Requests for removal of disciplinary action from an employee's personnel file shall be initiated by the employee by notifying the Human Resources Director in writing of the request.

- A) Counseling (Oral & Written). 1 year from date of issuance
- B) Oral Reprimand. 1 year from date of issuance
- C) Written Reprimand. 2 years from date of issuance
- D) Demotion. 3 years from the date of demotion.

E) Suspension. 5 years from date employee started suspension.

## **GRIEVANCE PROCEDURES/SETTLEMENT OF DISPUTES**

### **Section 1: Grievance Procedure**

Any grievance or dispute arising between the parties that involves the application or interpretation of a specific section of this Agreement shall be settled in the following manner:

Step 1. The employee, with or without the Association, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of the date of the incident or the date the employee knew or should have known of the act or occurrence giving rise to the grievance. The supervisor shall attempt to adjust the grievance and will respond to the employee within ten (10) working days.

Step 2. If the grievance has not been resolved, it may be presented in writing to the department head by the grievant, with or without the Association, within ten (10) working days after the receipt of response in Step 1. The grievance at Step 2 and at all following steps must state specifically the nature of the grievance, the sections of the agreement that are alleged to be violated and the remedy sought. The department head shall respond in writing within ten (10) working days.

Step 3. If the grievance is still unresolved after Step 2, the grievant, with or without the Association, may within fifteen (15) working days notify the Commissioners of the nature of the grievance, the sections of the agreement alleged to be violated and the remedy sought. The Commissioners may, at their election, meet with the grievant and, if the employee desires, a representative of the Association, and hear or otherwise attempt to resolve the grievance. If the Commissioners elect to hear the grievance, a grievance meeting will be scheduled within fifteen (15) working days of receipt by the Commissioners of notification of the grievance. A decision or response by the Commissioners will be given, in writing, within ten (10) working days after the grievance meeting. If the Commissioners elect not to hear or otherwise attempt to resolve the grievance at Step 3, they will notify the grievant within ten (10) working days of receipt of notification of the grievance.

Step 4. If the grievance remains unresolved after Step 3, the Association may determine that the grievance will proceed to final and binding arbitration between the Association, acting on behalf of the grievant, and the County. The Association will notify the Commissioners of the request for arbitration within fifteen (15) working days of the Commissioners response or notification at Step 3. The Association and the Commissioners will attempt to agree on an arbitrator. If no agreement on an arbitrator has been reached between the Association and the Commissioners within fifteen (15) working days after notice of the request for arbitration has been filed with the Commissioners, the Association may file a request for arbitration through the processes of the American Arbitration Association within ten (10) working days.

## Section 2: Applicable Procedures

The County and the Association agree to provide all documents, notations or other relevant and necessary documents concerning the act or occurrence that gave rise to the grievance upon written request from the other party at Step 4.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator or arbitrators shall be requested to issue a decision within thirty (30) days after the conclusion of testimony, argument or brief. If a brief is written, it will be given to the other side at the same time it is sent to the arbitrator(s). The arbitrator will have no authority to add to, subtract from, modify or go beyond the scope of the specific provisions of the agreement in reaching a decision.

Expenses for the arbitrator's services shall be borne equally by the County and the Association. However, each party shall be responsible for compensating its own representatives.

Time limits under this Article may be extended in writing at the mutual agreement of the parties. Failure to comply with the time limits in the absence of written agreement for extension will have the effect of resolving the grievance against the party failing to comply.

### **MILEAGE AND REIMBURSEMENT**

All official travel by Waldo County employees covered by this agreement shall be reimbursed at the level equal to the maximum IRS rate. Should any changes occur in the prevailing IRS rate during the terms of this agreement, they shall become effective on the date that coincides with the IRS date or change.

### **NEPOTISM AND CONFLICT OF INTEREST**

To protect against favoritism, conflict of interest or undue influence, no person will be hired, promoted or transferred to a position where the hiring authority, Department Head, or supervisor is a relative of the employee. If promotion or transfer of a current employee would result in supervision by or of a relative, the County may, if operationally feasible and at its sole discretion, alter the normal reporting relationship or take other action to avoid or reduce conflict with this Policy. Relatives are defined as: Spouse, parents, children, parents-in-law, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild.

### **WORKERS COMPENSATION**

The County of Waldo will provide Workers' Compensation protection for all members of the Deputies Association ("Associate(s)"). The County will process diligently all claims pertaining to on-the-job injuries.

During an absence resulting from a disability specifically covered by Workers' Compensation, the County will pay the Associate at his/her regular rate of pay and the Associate will turn over to the County all his/her Workers' Compensation payments for loss of income during the period of disability. The County will not be liable for any payments under this provision for any

**COLLECTIVE BARGAINING AGREEMENT**

**COUNTY OF PENOBSCOT**

**AND**

**FRATERNAL ORDER OF POLICE LODGE 012**

**REPRESENTING THE**

**PENOBSCOT COUNTY SHERIFF'S OFFICE**

**SUPERVISORY**

**BARGAINING UNIT**

**EXPIRES DECEMBER 31, 2023**



intermittent basis. The amount of the benefit will be determined based on the employee's regular rate of pay. The payment will be made based on the employee's regular payroll dates.

The requesting employee is responsible for submitting a request to HR. The leave should be requested as soon as the date is known and with as much notice as possible. This leave is in addition to other forms of leave detailed in the handbook; an employee is not required to use Earned Paid Leave for this leave period.

### **ARTICLE 10 - WORKERS' COMPENSATION**

Employees may utilize any available accrued vacation or sick time for days not paid by the County on a medical leave based on a work-related injury. For non-controverted claims, the County will pay for days one through seven of a medical leave based on a work-related injury. The employee may have that portion of the accrued vacation or sick time reinstated by reimbursing the County from a Workers compensation award on a day for day basis and must turn over to the County that portion of the Workers compensation award made for days one through seven.

Sick and vacation days utilized for this purpose will not be counted in calculating incentive days, therefore the employee will be eligible for monthly and annual incentive days earned pursuant to Article 8: Sick Leave. Employees not utilizing sick or vacation days while out on Workers Compensation will also be eligible for monthly and annual incentive days earned pursuant to Article 8: Sick Leave.

If the employee receives Workers Compensation covering days one through seven, the employee must reimburse the County one week of the Workers Compensation benefit.

### **ARTICLE 11 - DISCIPLINE AND DISCHARGE**

Disciplinary action or measures shall be documented in writing and mean only the following:

Verbal or Written Counseling

Written Reprimand

Suspension

Corrective Probation

Demotion

Discharge

Discipline shall only be administered for just cause.

The parties understand and agree that "Corrective Probation," if used, is a later step in the disciplinary process, holding the same weight as a Suspension and prior to Discharge.

During any meeting with the Sheriff and/or his designee(s), or any supervisor and should it become apparent that the purpose is to either investigate for a possible disciplinary offense or to discipline the employee, then the employee may terminate the meeting until such time as Union representation can be obtained.

Nothing in this contract shall prevent the Sheriff and/or his designee(s) from calling an employee in for counseling purposes as deemed necessary by the Sheriff and/or his designee(s). Such counseling shall not be considered disciplinary action, but written documentation of the counseling session may be placed in the employee's file.

Documentation of counseling and/or discipline shall be maintained in the employee's personnel file. Provided no further counseling or discipline has been taken regarding the employee, previous counseling or discipline may be a factor in determining discipline and may only be used for the purpose of discipline within the following time frames:

Counseling(s): One Year

Written Reprimand: Three Years. However, after two years, the employee may request that the Sheriff remove the written reprimand from the personnel file. The Sheriff has the sole discretion as to whether the reprimand is removed.

Suspension: Five Years

Corrective Probation: Five Years

Demotion: Five Years

Further, all documentation of such counseling and discipline shall be removed from the employee's personnel file at the time periods specified above upon the request of the employee, provided no further counseling or discipline has been taken regarding the employee. Further, if the counseling and discipline action is based upon violations of any human rights, civil rights, or sexual harassment rights law, and such documentation is removed from the employee's personnel file, the department may maintain such documentation in its compliance file.

The Sheriff or his designee may place an employee on administrative leave with pay for purposes of conducting an administrative investigation or if the employee is the subject of a criminal investigation. When an employee becomes the subject of an internal affairs investigation, they shall be notified in writing of such investigation, unless such notification would interfere with or compromise an ongoing investigation. In the event of a criminal investigation, such paid leave shall end if the employee is charged with a crime by any law enforcement agency or after sixty (60) days whichever is sooner. If criminal charges are pending against an employee, the unpaid administrative leave may extend until such time as the charges are finally resolved. Only if the employee is acquitted or similarly absolved from guilt on all charges (unless acquittal or absolution is the result of a procedural or technical issue such as an invalid search or confession) and if the employee is returned to work, the employee shall be paid regular base wages for that time spent on leave.

When conducting an investigation, it may be an option to temporarily transfer an employee to another shift or assignment. The Sheriff/designee, the Union, and the affected employee must agree to the temporary transfer. This action must be taken in a way that would have the least negative impact on all parties. Such cases shall be by written agreement, which shall describe the assignment and duration, and shall be signed by all involved parties. If no mutual agreement can be reached, the parties shall follow the applicable language in Article 11.

A demotion shall be defined as being employed in a job that is in a lower pay range than the previous job. When an employee is demoted (whether voluntary or involuntary), he/she may be placed in a position in the Patrol bargaining unit and retain all seniority in the bump back as if there was no break in service.

## ARTICLE 12 - GRIEVANCE PROCEDURE

A grievance is a Complaint that the Employer has violated this Agreement. Grievances shall be resolved as follows:

For a grievance to be valid, the grievance must contain a statement of fact regarding the alleged violation and specific suggested remedy.

**Step One:** The grievance may be presented by the Union Steward, Union representative or Grievance Committee, to the Sheriff or his designated representative in writing within ten (10) business days of the date of the grievance or the employee's knowledge of its occurrence. The Sheriff or his designated representative shall respond in writing to the Union Steward, Union representative or Grievance Committee within ten (10) business days of receipt of the grievance. By written mutual agreement between the Union and the Sheriff, the time for the filing of the grievance or the response of the Sheriff or his designated representative may be extended.

**Step Two:** If the grievance remains unadjusted after Step One, it may be presented by the Union Steward, Union representative or Grievance Committee to the County Commissioners, in writing, within ten (10) business days after the response of the immediate supervisor is due. The Commissioners shall act in accordance with 30-A M.R.S.A. 5501 or the appropriate statute at the time of presentation of the grievance to them, within fifteen (15) business days. The County Commissioners and the Union's Business Agent shall schedule a Step Two meeting to be held between the parties on the second Tuesday of each month. The County Commissioners shall respond in writing to the Union representative within fifteen (15) business days from the date of the Step 2 hearing. By written mutual agreement between the Union and the County

# SCHEDULE 4 – PERSONNEL RECORDS

Series	Series Title	Description	Retention
4.1	Applications for Employment - Not Hired	Cover letters, application forms, references, etc. (See A.53 for other personnel records)	2 years Confidential, per MRSA 30-A, §2702 - for school personnel, MRSA 20-A, §6101(2)
4.2	Employee Disciplinary Records	This record series documents possible discipline of local agency employees. This record series may also be filed in the employee's personnel file. Based upon personnel policies and procedures, discipline may be a verbal reprimand, written reprimand, suspension without pay, demotion, criminal action or termination.	60 years after separation unless collective bargaining contract requires that disciplinary documents be destroyed earlier than the contract shall be followed Confidential, (4)
4.3	Employee Drug Tests	Records of drug test and results for employees of local government agency	5 years Confidential, (4)
4.4.a	Health Records - Clinics Sponsored by Local Government Agency	Immunizations, cholesterol/blood pressure screenings, etc. Does not include records maintained by government-operated hospitals or similar health care facilities.	10 years Confidential, (4)
4.4.b	Health Records - Individuals	Health records of local government employees, individuals visited by municipal nurses, etc. Does not include records maintained by government-operated hospitals or similar health care facilities.	30 years after separation Confidential, (4)
4.5.a	Job Descriptions - No Grievances Pending	Description of duties performed or to be performed by particular positions.	Retain current version only
4.5.b	Job Descriptions Grievated with Collective Bargaining	Description of duties performed or to be performed by particular positions.	Follow applicable collective bargaining agreement 60 years after separation unless employer has been notified that the former employee has died; in which case 10 years after former employee's death Confidential MRSA 30-A §2702
4.6.a	Personnel Records - Employment History	Employment history (including dates of employment, salary history, full time/part time status).	Confidential MRSA 30-A §2702
4.6.b	Personnel Records - Form I-9	Federally required proof that employee has a legal right to work in the U.S.	3 years after separation Confidential (1), (2)
4.6.c	Personnel Records - Transitory	All records not vital or contributing to the continuing value of the employee file for retirement or other long term purposes beyond separation including: training and workshop records, employee evaluations, resumes, complaints or general correspondence records.	6 years after separation or until destruction is permitted by applicable collective bargaining agreement Confidential MRSA 30-A §2702

Series	Series Title	Description	Retention
4.7	Retirement and Pension Records	All records needed to document an employee's retirement rights and status.	See Payroll Records Confidential (1), (2)
4.8	State and Federal Personnel Reports	Reports and regulatory statistics maintained for State or Federal agencies (such as affirmative action and equal opportunity records, OSHA-required records, etc.)	6 years
4.9.a	Training Materials - Employee Training	Employee records for any voluntary or mandatory training provided in-house or by another organization. Records may include certificates of completion (such as Freedom of Access – Right to Know), grades and requests and approval for training.	6 years after separation
4.9.b	Training Materials - Informational	Training and education of employees: Information about available training/education opportunities.	Update as needed
4.9.c	Training Materials – Training, Conference, Workshop Conducted by Agency	Information used to conduct training sessions or for conferences and workshops. May include training materials, registration and confirmation records, flyers and/or brochures, other presentation material or related documentation.	3 years after end of training/event
4.10	Union Agreements	Collective bargaining agreements with unions representing employees of local government agency.	Retain until new agreement is signed and time limit for filing grievances under old agreement has expired
4.10.a	Union Records - Grievance and Arbitration Files	Related correspondence; union grievances and negotiation documentation; signature page of people attending meeting; notes on meeting; written decision; demand for arbitration; arbitration award; exhibits; briefs; notice of hearing; settlement agreement.	50 years
4.10.b	Union Records - Union Agreements (Signed)	Collective bargaining agreements with unions representing employees of local government agency.	10 years
4.11	Volunteer Records	Records documenting those who participate as volunteers for local government. These records are maintained as a reference and to verify that a person has worked as a volunteer. May contain: Application, names of volunteers, addresses, directory information, program volunteering for, time and attendance records, registers, sign-in sheets and activity information.	5 years
4.12	Wellness program records	Records of employee participation in program designed to encourage behaviors thought to result in improved health.	Current year Confidential (4)
4.13.a	Workers Compensation Records - Completed Claim	First report plus other records, when claim is finalized by a lump sum settlement.	1 year after close of case Confidential (4)
4.13.b	Workers Compensation Records - First Report of Injury	No lost work time, so that the only record required is the initial report of injury.	1 year after close of case Confidential (4)

<b>Series</b>	<b>Series Title</b>	<b>Description</b>	<b>Retention</b>
4.13.c	<b>Workers Compensation Records - Long Term Claim</b>	First report plus other records where time is lost from work, and case is not finalized by lump sum payment.	20 years after last payment Confidential (4)

## SCHEDULE 5 – ELECTION RECORDS

Municipal election officials should not destroy records without first checking applicable statutes, which are noted for each series, to make certain that these statutes have not been changed. Questions concerning the retention of election records should be referred to the Division of Elections.

Series	Series Title	Description	Retention
5.1	Ballots Used for County Elections, Municipal Elections, Referenda Elections or Special Legislative Elections	Ballots used for county elections (if separate from state ballot), municipal elections, referenda elections or special legislative elections. These ballots must be retained for 2 months.	2 months per Title 30-A, §2528(9); Title 21-A §23(7-A) Confidential per Title 21-A, §22.2
5.2	Ballots, All Other Elections	Ballots used for county elections, municipal elections, referenda elections or special legislative elections. Ballots with candidates for federal offices must be kept for 22 months unless sooner released to the Secretary of State or required by the Secretary of State to be kept longer.	22 months per Title 21-A, §23(7) Confidential per Title 21-A, §22.2
5.3	Election Records Not Specified in 1-7	All election records not otherwise listed on this disposition schedule.	2 years per Title 21-A, §23(13)
5.4	Incoming Voting Lists	The list of all of the voters in a municipality which is used by election officials at a voting place to record which voters have been issued a ballot at an election.	5 years per Title 21-A, §23(7-A)
5.5	Municipal Candidate Petitions and Nomination Papers	Petitions filed by candidates for municipal office, and nomination papers filed by citizens seeking to run for municipal office.	6 months per Title 30-A, §2528(4C)
5.6	Municipal Elections Campaign Finance Reports Filed With Municipality	The campaign report of monies received and expended for a municipal election campaign in a city or town with a population of 15,000 or more. (Any municipality with a population of less than 15,000 may choose to be governed by Title 21-A, Chapter 13, subchapter 4).	8 years per Title 30-A, §2502
5.7	Municipal Referendum Petitions	Petitions filed by citizens desiring to bring matters to municipal referendum.	6 months per Title 30-A, §2528(5)(4)
5.8	Posted Notices, Specimen Ballots, Instruction Posters to Which Materials Pertain	Posted notices concerning election matters; specimen or sample ballots provided for public information, and instruction posters for voter information.	Destroy after election per Title 21-A, §23(14)
5.9	Receipt for Certified Copies of Voting List	Receipt for certified copies of voting list.	1 year per Title 21-A, §23(5)
5.10.a	Record of Receipts for Ballots Issued and Received - Municipal	Record of receipts for ballots issued and received (municipal).	6 months per Title 21-A, §23(4)
5.10.b	Record of Receipts for Ballots Issued and Received - State	Record of receipts for ballots issued and received (state).	6 months per Title 21-A, §23(4)



# SCHEDULE 4 – PERSONNEL RECORDS

Series	Series Title	Description	Retention
4.1	<b>Applications for Employment - Not Hired</b>	Cover letters, application forms, references, etc. (See A.53 for other personnel records)	2 years Confidential, per MRSA 30-A, §2702 - for school personnel, MRSA 20-A, §6101(2)
4.2	<b>Employee Disciplinary Records</b>	This record series documents possible discipline of local agency employees. This record series may also be filed in the employee's personnel file. Based upon personnel policies and procedures, discipline may be a verbal reprimand, written reprimand, suspension without pay, demotion, criminal action or termination.	60 years after separation unless collective bargaining contract requires that disciplinary documents be destroyed earlier than the contract shall be followed Confidential, (3)
4.3	<b>Employee Drug Tests</b>	Records of drug test and results for employees of local government agency	5 years Confidential, (3)
4.4.a	<b>Health Records - Clinics Sponsored by Local Government Agency</b>	Immunizations, cholesterol/blood pressure screenings, etc. Does not include records maintained by government-operated hospitals or similar health care facilities.	10 years Confidential, (3)
4.4.b	<b>Health Records - Individuals</b>	Health records of local government employees, individuals visited by municipal nurses, etc. Does not include records maintained by government-operated hospitals or similar health care facilities.	30 years after separation Confidential, (3)
4.5.a	<b>Job Descriptions - No Grievances Pending</b>	Description of duties performed or to be performed by particular positions.	Retain current version only
4.5.b	<b>Job Descriptions Grievied with Collective Bargaining</b>	Description of duties performed or to be performed by particular positions.	Follow applicable collective bargaining agreement 60 years after separation unless employer has been notified that the former employee has died; in which case 10 years after former employee's death Confidential MRSA 30-A §2702
4.6.a	<b>Personnel Records - Employment History</b>	Employment history (including dates of employment, salary history, full time/part time status).	3 years after separation Confidential (1), (2)
4.6.b	<b>Personnel Records - Form I-9</b>	Federally required proof that employee has a legal right to work in the U.S.	6 years after separation or until destruction is permitted by applicable collective bargaining agreement Confidential MRSA 30-A §2702
4.6.c	<b>Personnel Records - Transitory</b>	All records not vital or contributing to the continuing value of the employee file for retirement or other long term purposes beyond separation including: training and workshop records, employee evaluations, resumes, complaints or general correspondence records.	3 years after separation Confidential MRSA 30-A §2702

Series	Series Title	Description	Retention
4.7	Retirement and Pension Records	All records needed to document an employee's retirement rights and status.	See Payroll Records Confidential (1), (2)
4.8	State and Federal Personnel Reports	Reports and regulatory statistics maintained for State or Federal agencies (such as affirmative action and equal opportunity records, OSHA-required records, etc.)	6 years
4.9.a	Training Materials - Employee Training	Employee records for any voluntary or mandatory training provided in-house or by another organization. Records may include certificates of completion (such as Freedom of Access – Right to Know), grades and requests and approval for training.	6 years after separation
4.9.b	Training Materials - Informational	Training and education of employees: Information about available training/education opportunities.	Update as needed
4.9.c	Training Materials – Training, Conference, Workshop Conducted by Agency	Information used to conduct training sessions or for conferences and workshops. May include training materials, registration and confirmation records, flyers and/or brochures, other presentation material or related documentation.	3 years after end of training/event
4.10	Union Agreements	Collective bargaining agreements with unions representing employees of local government agency.	Retain until new agreement is signed and time limit for filing grievances under old agreement has expired
4.10.a	Union Records - Grievance and Arbitration Files	Related correspondence; union grievances and negotiation documentation; signature page of people attending meeting; notes on meeting; written decision; demand for arbitration; arbitration award; exhibits; briefs; notice of hearing; settlement agreement.	50 years
4.10.b	Union Records - Union Agreements (Signed)	Collective bargaining agreements with unions representing employees of local government agency.	10 years
4.11	Volunteer Records	Records documenting those who participate as volunteers for local government. These records are maintained as a reference and to verify that a person has worked as a volunteer. May contain: Application, names of volunteers, addresses, directory information, program volunteering for, time and attendance records, registers, sign-in sheets and activity information.	5 years
4.12	Wellness program records	Records of employee participation in program designed to encourage behaviors thought to result in improved health.	Current year Confidential (3)
4.13.a	Workers Compensation Records - Completed Claim	First report plus other records, when claim is finalized by a lump sum settlement.	1 year after close of case Confidential (3)
4.13.b	Workers Compensation Records - First Report of Injury	No lost work time, so that the only record required is the initial report of injury.	1 year after close of case Confidential (3)

Series	Series Title	Description	Retention
4.13.c	Workers Compensation Records - Long Term Claim	First report plus other records where time is lost from work, and case is not finalized by lump sum payment.	20 years after last payment Confidential (3)