

AGREEMENT BETWEEN THE  
CITY OF SANFORD  
AND  
SANFORD POLICE ASSOCIATION

JULY 1, 2020 - JUNE 30, 2023

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PREAMBLE

- A. Pursuant to 26 M.R.S.A. § 961-974 and pursuant to the provisions of the Charter of the City of Sanford, this Agreement is made and entered into by and between the City and the Association representing the Sanford Police Department employees.
- B. In order to establish mutual rights, preserve proper employee morale and to promote effective municipal operations, the City and the Association herein bind themselves in mutual agreement as follows:

ARTICLE 1 – RECOGNITION

The City hereby recognizes that the Sanford Police Association, Inc. as the sole and exclusive bargaining representative of all Police Officers, and Animal Control Officer in the Sanford Police Department, excluding all other City employees.

ARTICLE 2 - DUES CHECKOFF

- A. The City agrees to deduct dues from each member of the Association each month upon written authorization. The City shall forward the dues collected to the Treasurer of the Association.
- B. In the event any employee subject to the provisions of this Agreement is promoted to a position within the department which is not included in the bargaining unit, such deduction will be discontinued at any time upon written notice to that effect to the Chief. The City will notify the Association when such dues have been discontinued.
- C. The Association shall indemnify and save the City harmless against claims and suits which may arise by the taking of such deductions and remitting the same to the Association pursuant to this section.

### ARTICLE 3 - TIME OFF FOR UNION BUSINESS

All employees who are members of the Association and on-duty status at the time of regularly scheduled monthly Association meetings shall be allowed time off, with pay, for attendance at said monthly meetings. Notice of the Association meeting will be given to the Chief one (1) week in advance of the meeting. Said time shall be approved by the Chief three (3) days in advance of said meeting, so as not to impede police operating efficiency and provided the meetings are held at the City Hall or police station. In addition, limited time off, with pay, shall be granted for negotiating meetings, and the investigation and processing of grievances.

#### ARTICLE 4 - PROBATION PERIOD

A.

1. Upon being hired, a law enforcement officer shall complete an employment probation period that lasts for at least one year after graduation from the Maine Criminal Justice Academy or the date the Maine Criminal Justice Academy Board waives the basic training requirement. Employees hired under this clause shall have no seniority rights during this period but shall be subject to all clauses in this Agreement. The employee's probation period shall be extended for the number of days absent due to illness or injury.
2. Employees hired as Animal Control Officers shall serve a probation period of one (1) year and shall have no seniority rights during this period but shall be subject to all clauses in this Agreement. The employee's probation period shall be extended for the number of days absent due to illness or injury.
3. All employees who have completed their probation period shall be known as regular employees and effective as of the date of this contract the probation period shall be considered part of the seniority time, providing however, the City shall have the right to terminate without compliance with the terms of this Agreement, the employment of any such new employee within their probation period.

B. If the Animal Control Officer is promoted to patrol, that employee shall not be able to return to the position of Animal Control Officer unless that position is posted.

## ARTICLE 5 - PERSONNEL REDUCTION

In case the City decides to reduce the police personnel, the employee with the least seniority in his respective rank of Police Officer shall be laid off first, and the employee with the most seniority in his respective rank shall be rehired first. No new employee shall be hired until all laid-off employees have been given an opportunity of rehire and thirty (30) days to return to work. Employees shall be eligible for recall for up to two (2) years from the effective date of the layoff. An employee will be recalled only into a position s/he has previously held in the department and if s/he can pass the requisite physical examination and physical agility test. The City may not change the title of any position to avoid recalling the employee.

ARTICLE 6 – SENIORITY

- A. It is agreed that seniority shall be determined by the length of full-time service in the bargaining unit, beginning on the most recent date of employment, except that during the probation period employees will not accrue any seniority rights until becoming regular employees.
  
- B. An employee shall not forfeit seniority during absence caused by illness or accident. If an employee is laid off, s/he shall retain his/her seniority for one (1) year from the date of the layoff.

ARTICLE 7- SANFORD POLICE ASSOCIATION LIST

The Association agrees to supply the Chief with a list of officers of the Association, the names of grievance committee members, and the names of representatives. It shall be the duty of the secretary of the Association to keep this list current along with a current mailing address for the Association.

## ARTICLE 8 - VACANCIES

- A. Permanent full-time employees shall be given the first opportunity to fill vacancies due to removals or resignations on a competitive basis.
- B. Shift vacancies caused by vacations, sick leave, and personal leave or caused by other temporary vacancies shall be filled by those employees on a day-off or time-off through the applicable seniority based rotating list; except as otherwise provided in Article 12 of this Agreement.
- C. The Department's current practice of filling vacancies as defined in the categories below, shall continue.
  - 1. Vacancies shall be categorized as Department Jobs (those jobs for which the Police Department is paying for) and Outside Details (those jobs for which the officers assigned will receive outside detail rate of pay).
  - 2. Sworn personnel may only apply for vacancies which they are qualified or certified to work.
  - 3. Vacancies will be filled using a seniority based, continuous rotating list system. Vacancy postings/announcements and employee sign-ups/notifications will be conducted utilizing agency approved procedures and/or software.
  - 4. When a vacancy will be unfilled, the agency may order over working personnel and order in personnel from the next shift to cover the vacancy. Ordering over and in shall be accomplished by selecting eligible personnel with the oldest order date first.
  - 5. A time period of no less than 30 minutes will be provided for personnel to apply for non-emergency vacancies.
  - 6. Vacancies of an emergency nature may be filled irrespective of this agreement.
  - 7. Non-cleared bargaining unit members are ineligible to sign up for overtime. Non-cleared bargaining unit member means new hire personnel assigned to a Police Training Officer (PTO) during the probationary period.

**ARTICLE 9 – WAGES**

A. Commencing with July 1<sup>st</sup> of each contract year the wage scale shall be adjusted as shown in the following table.

	7/1/2020 - 6/30/2021	7/1/2020 - 6/30/2021
	Weekly	Hourly
Patrol Officer Bracket		
Start to 1 year	\$972.1734	\$24.3043
1 year to 2 years	\$1,003.1976	\$25.0799
Upon Completion of 2 years	\$1,059.3868	\$26.4847
Upon Completion of 3 years	\$1,078.1993	\$26.9550
Upon Completion of 4 years	\$1,123.5965	\$28.0899
Sergeant	\$1,213.4720	\$30.3368
Lieutenant	\$1,335.0552	\$33.3764
Animal Control Officer	\$947.7601	\$23.6940

Effective July 1, 2020: The Wage Scale above reflects a market adjustment of Patrol Officers as;

\$1.77 Start to year 1

\$0.27 Start of year 1

Sergeant to Lieutenant increase of \$0.60 per hour

Corporal to Sergeant no market adjustment

Wages were then increased by 2.00% COLA

Effective July 1, 2021: The Wage Scale shall increase by a COLA of 2.25% over prior fiscal year.

Effective July 1, 2022: The Wage Scale shall increase by a COLA of 2.25% over prior fiscal year.

All future market adjustments shall use a comparison based upon 1<sup>st</sup> and 2<sup>nd</sup> line supervisors identified in Patrol.

B. For the purpose of figuring each employee’s individual hourly rate of pay, the above weekly rate, ÷ 40, is added to the in-service amount being received on June 17, 1985 ÷ 2080 (40 x 52), along with the longevity amount set forth in Article 10 ÷ by 2080, and the total of these three amounts is multiplied by the appropriate education percentage.

C. New Police Officer With Practical Experience

1. For purposes of hiring in, length of service will be calculated based upon bona fide years of sworn law enforcement service with any law enforcement agency of comparable size and/or equivalent duties and responsibilities and full-time employment of any state will be assessed. Placement will be contingent upon the Officer either being, or becoming, certified under the standards of the Maine Criminal Justice Academy.
2. This experience credit is for salary compensation only, and shall not affect either department seniority or City longevity.

3.

	<u>Length of Experience</u>	<u>Salary Level</u>
Police Officer	3 to 5 years	Starting at Year 4
Police Officer	Over 5 years	Starting at Year 5

4. The City may discontinue this provision in its discretion.

The City and Union will review section C “New Officer with Practical Experience” of this contract on an as need basis and may by mutual consent make revisions that are designed to make Sanford a more attractive employer for experienced police officers

ARTICLE 10 – LONGEVITY

A.

Employees who have completed four (4) years of service shall receive a longevity payment equal to \$1,000 per year, to be paid as part of their hourly wage throughout the year.

Employees who have completed seven (7) years of service shall receive a longevity payment equal to \$2,750 per year, to be paid as part of their hourly wage throughout the year.

Employees who have completed nine (9) years of service shall receive a longevity payment equal to \$3,750 per year, to be paid as part of their hourly wage throughout the year.

Employees who have completed fourteen (14) years of service shall receive a longevity payment equal to \$5,300 per year, to be paid as part of their hourly wage throughout the year.

Employees who have completed nineteen (19) years of service shall receive a longevity payment equal to \$7,300 per year, to be paid as part of their hourly wage throughout the year.

B. All salaries and longevity increases shall start on the anniversary of the required number of years for an increase.

## ARTICLE 11 - HOURS OF WORK

- A. For Police, The regular work week shall be four consecutive 8.5 hour days with two consecutive days off. . The change from the current schedule shall be accomplished no later than May 1, 2009 except by mutual consent of the parties.
- B. The parties further acknowledge that some positions such as School Resource Officers, Animal Control Officer and other positions, which by the very nature of their work assignment, require working a different schedule than that designated in A. and B. above. Non-Patrol positions may work an approved schedule/hours.
- C. Overtime shall be paid to all employees covered by this Agreement at the rate of one and one-half (1 1/2) times their hourly rate for the following:
- recall to duty from an off-duty status;
  - court appearances from an off duty status;
  - time worked over a regularly scheduled work day for investigations, accidents;
  - any other reason having the approval of the employee's Supervisor or the Chief
  - for any time actually worked over 40 hours in an employee's regular work week cycle, i.e. Sunday through Saturday, provided one-half (1/2) hour lunch breaks regularly taken in shift shall count as time actually worked for this purpose;
  - employees who appear in court shall receive a four (4) hour minimum guarantee;
  - employees who are recalled to duty shall receive a two (2) our minimum guarantee.
  - time off for vacations will be counted as hours worked for overtime calculations provided that the subject overtime does not occur during the hours that they actual hours of vacation are scheduled, expressly to reduce ordered time.
- D. Employees may elect to have overtime paid in wages or compensatory time. Compensatory may accrue to a maximum of forty (40) hours during the year and may only be taken with the approval of the Chief or his/her designee.
- E. Criminal Investigative Division (CID) Employees: Each week one CID employee will be required to be "on call" for the Police Department's CID. The hours compromising "on call" will be determined by the Chief of Police, but will not exceed 88 hours per week. CID employees who are on call will have a response time of not later than 45 minutes. The designated employee will receive \$250.00 each week. The "on call" responsibility shall be rotated each week among all CID employees.

## ARTICLE 12 - PERMANENT SHIFTS

- A. Permanent shifts will be established. Annually, no later than the first Monday in October, employees shall forward to the Chief or his/her designee, in written form, a shift preference for the next calendar year. Shifts will be assigned with the most senior employee in the job classification, i.e., Sergeants, Corporals, Patrol, etc., having the first choice of shift. The shift will be assigned by such seniority until the shift is filled. If more employees select a shift than there are positions available, employees will be assigned their second or third choice by seniority, as appropriate.
- B. The shift preference list will be maintained for the next full calendar year. If a shift slot becomes permanently vacant, or will otherwise remain vacant through June 30 of each calendar year, the Chief will use the shift preference list making lateral transfers to accommodate the most senior employee.
- C. Each shift is for a one (1) year period. The exceptions to this are: (1) in the event of extenuating circumstances, an employee may permanently change shifts for the remainder of the year, provided the employee can find a volunteer in the same job classification with the same days off to change shifts and the Chief approves the change; (2) the filling of a permanent vacancy as described in the above §B; (3) in the event an employee is absent from work for more than six (6) months because of a workers compensation injury, receipt of income protection, military leave or other approved leave, that employee's slot may be filled, with a fourteen (14) day prior notice, by using the shift bidding sheets for that calendar year.
- D. The Chief may veto a Patrol Officer's choice of shift if, when using the preference list, all patrol employees on the shift would have two (2) years or less of experience as a Sanford Police Officer. Should this occur, first volunteers would be asked to change shifts. If no volunteers are forthcoming, then the least senior Patrol Officer with more than two (2) years of service will be assigned the shift.
- E. Employees will be notified of their shift assignment on or before the first Monday in December. The days off will continue to rotate.
- F. If there is a change in schedule once it has been posted in December, employees affected shall be given eighty-four (84) hours advance notice of such change.

## ARTICLE 13 - OUTSIDE DETAILS

Policies governing private service jobs shall be regulated and controlled by the department. The rate of pay shall be set by the Association, with the approval of the Chief. The City may add an additional thirty-five (35%) on to any rate of pay to cover its overhead costs.

### Sanford Outside Agency Rate and Road Closures

1. Officers are hired in 4 or 8 hour blocks. A minimum of 4 hours is required for each officer hired. Hours other than 4 hour blocks may be approved by the shift commander subject to the 4 hour minimum.
2. Pre-payment is required unless waived by the Chief of Police or his designee. As of September 1, 2019 the following rates will apply: \$60.00 per hour for each officer; \$15.00 per hour for cruiser rental; \$6.00 per hour per officer administrative fee.
3. Job cancellations by vendors, with a minimum of two (2) hours notice, will be considered reasonable and no payment will be required. Job cancellations by vendors, with less than two (2) hours notice, will require payment for the *first assigned officer(s)' scheduled shift* (four (4) hours minimum). Payment will be the responsibility of the vender hiring the officer. As noted above, jobs are scheduled in 4-hour blocks, partial cancellations are subject to this provision. Venders are required to give 2 hours notice for any oncoming officers.
4. Police officers will be required for any traffic control activities within an intersection controlled by a traffic light device. The Chief of Police or his designee will have the discretion to determine whether a detail officer will be required for a job affecting traffic irrespective of other requirements of this policy. Additionally, unless two way traffic can be allowed in both directions at the same time, police officers will be required on the following streets:
  - a. Main Street
  - b. Lebanon Street
  - c. Washington Street
  - d. Cottage Street
  - e. High Street
  - f. School Street
  - g. Oak Street
  - h. Pleasant Street
  - i. River Street
  - j. Route 4

Additional Streets May Be Added

## ARTICLE 14 – VACATIONS

A. All employees hired on or after January 1, 1988, shall have their vacation based on one (1) week equal to forty (40) hours.

New hires will receive 40 hours of vacation time upon hire. These hours are front-loaded and will not be pro-rated if said employee leaves within the first 12 months. These hours are not part of the eighty (80) hours earned upon completion of one (1) year of service.

Upon completion of one (1) year of service, employees shall be entitled to eighty (80) hours of vacation.

Upon completion of five (5) years the employee shall be entitled to one hundred twenty (120) hours of vacation.

Upon completion of ten (10) years the employee shall be entitled to one hundred and sixty (160) hours of vacation.

Upon completion of fifteen (15) years the employee shall be entitled to one hundred and eighty (180) hours of vacation.

Upon completion of twenty (20) years of service, the employee shall be entitled to two hundred (200) hours of vacation.

\*Employees are mandated to use 50% of annual accrued vacation hours of the amount each employee earns each year prior to the next anniversary.

\*Employees may not carry over more than four hundred (400) hours of accumulated vacation time from one year to the next at their anniversary. (Employees who now have in excess of 400 hours will be grandfathered in the amount they have but they cannot accrue more vacation time and either must use the vacation time they are currently earning or sell it back in conformity to this agreement.)

If requested by the employee, the regular salary paid to that employee shall be received in lieu of vacation time for a maximum of two weeks per year. In exigent circumstances employees will be able to sell back more vacation time than two weeks per year. For example: in circumstances where an employee cannot use vacation time for a legitimate reason like long term illness or in the event of a family emergency, that time could be added or sold to his/her vacation bank.

B. All employees hired prior to January 1, 1988, shall have their vacation based on seven (7) consecutive, eight (8) hour work days, plus one (1) eight (8) hour tag-on work day. This shall be construed to be a vacation week for those employees.

C. Vacations will be allowed fifty-two (52) weeks a year. Two officers shall be allowed off per shift. During summer months, however, defined as June through August every effort will be

made to allow for three Officers off per shift, provided that it does not cause undue financial hardship on the Department. All vacations, regardless of duration, must have the approval of the Chief acting in conformity with this paragraph.

■D. Regardless of date of hire, employees who are eligible for the 5<sup>th</sup> week of vacation after twenty (20) years of service will be awarded that one week equal to forty (40) hours.

E. The annual vacation accrual for an employee who has exhausted his/her FMLA benefits for an injury or illness, (as defined by FMLA) will NOT be prorated upon his/her return to work. An employee will be eligible to accrue vacation pay beyond the twelve (12) week FMLA period.

## ARTICLE 15- HOLIDAYS

A. The following are holidays for all employees covered by this Agreement:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Patriot's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Day After Thanksgiving
12. Christmas Day

B. The day after Thanksgiving will now be a paid holiday in place of the employee's birthday. If an employee works on Christmas, Thanksgiving, New Year's Day, Memorial Day, Independence Day or Labor Day, he shall be paid time and one-half (1 1/2) the base hourly rate in addition to his paid holiday.

Starting fiscal year 20/21 employees shall receive a total of ninety-six (96) hours of pay for the twelve (12) holidays and will be paid in their regular weekly paychecks as the holiday occurs.

C. The annual holiday accrual for an employee who has exhausted his/her FMLA benefits for an injury or illness, (as defined by FMLA) will NOT be prorated upon his/her return to work. An employee will be eligible to accrue holiday pay beyond the twelve (12) week FMLA benefit. The holiday pay shall be paid whether the employee is on duty or off duty.

D. An employee out on Worker's Compensation will still receive their holiday pay.

## ARTICLE 16 - SICK LEAVE

A. Employees shall be eligible for one hundred and twelve (112) hours of sick leave each twelve (12) months of employment for non-service incurred illness or disability. After accumulating three hundred (300) hours of sick leave, employees will be paid for one hundred (100%) of their unused year's sick leave based on the employee's wages at the time of payment of the sick time.

B. The City provides protection to all eligible employees as provided by the 1993 Family Medical Leave Act and such protection shall apply concurrently in addition to additional protections pursuant to the City's Personnel Policy. Sick leave for members covered by this Agreement may be used in the following cases:

1. Personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his/her position.
  - a. Doctor's certification and/or an Eligibility to Return to Work form supplied by the City will be required for sick leave of three (3) consecutive work days or more except that the employer may require a doctor's certification any time there is a suspected pattern of abuse of sick leave.
2. Attendance upon members of the family within the immediate household of the employee when their illness requires care by such employee, not to exceed twelve (12) days per year. When an employee is absent for family sickness in excess of three (3) days, the employer may request a physician's statement relative to the sickness as evidence to substantiate the vacancy. Any costs incurred in providing the document shall be borne by the employee.
3. At the discretion of the Chief, sick leave maybe used in the event of death of a family member as defined in Article 17 of this Agreement. In no event shall more than six (6) days be utilized pursuant to this section.

4. If an employee begins employment after February 1st, or terminates before December 1st of any year, 112 hours of sick leave shall be pro-rated as to time worked.

C. No employees shall receive both sick leave pay and benefits from the City's Income Protection Plan concurrently except that employees will be able to use in hourly increments, their accrued sick time to make up any difference in the amount of money received from Income Protection and their regular base salary. The amount of sick time and Income Protection received shall not exceed the employee's regular net pay.

D. Unused sick leave: When an employee resigns in good standing or when an employee retires or is separated from service, s/he shall receive payment for 100% the number of accumulated sick days, subject to a maximum payment equal to 300 hours and any unused sick hours accrued during the year of separation. In the event of death prior to retirement or separation, the spouse shall receive the monetary value as mentioned above or, if no spouse, then to the child or children.

## ARTICLE 17 - BEREAVEMENT LEAVE

- A. An employee shall be excused from work for up to five (5) consecutive calendar days because of the death of the employee's spouse or child and shall be paid his regular rate of pay for the scheduled working hours missed. An employee shall be permitted to reserve one of the days to attend a spring burial; provided, however, that the employee must so notify the City at the time of the request for bereavement leave.
- B. An employee shall be excused from work for up to three (3) consecutive calendar days because of death in his immediate family, as defined below, and shall be paid his regular rate of pay for the scheduled working hours missed. An employee shall be permitted to reserve one of the days to attend a spring burial; provided, however, that the employee must so notify the City at the time of the request for bereavement leave.
- C. It is intended that this time off be used for the purpose of handling necessary funeral arrangements and attendance at the funeral. Immediate family is defined to mean: parents, siblings, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren.
- D. Bereavement leave, without pay, may be extended by the Chief when s/he determines that the situation warrants extension.
- E. Funeral Leave: An employee covered by this Agreement shall be entitled to one regular work day, to be used for the attendance at the funeral of the following relatives: aunt, uncle, niece, nephew or cousin.
- F. Upon agreement between the Police Chief and the Union, the immediate family may be redefined in specific cases.

## ARTICLE 18 - UNPAID LEAVES OF ABSENCE

Any employee covered by this Agreement may request a leave of absence. The following rules are established to regulate the leave:

1. The employee will not receive his/her regular wages for the duration of the leave.
2. Seniority shall accrue to the employee during the leave of absence for the purpose of retirement benefits only not to exceed ninety (90) days in duration.
3. The employee's promotional rights during the leave of absence shall remain in abeyance.
4. The leave of absence shall not exceed thirty (30) calendar days but may be renewed with permission of the Chief.
5. The leave of absence may be terminated prior to the expiration with written notice to the Chief.
6. The Chief shall have sole discretion over the reasons for the leave and granting of same.

## ARTICLE 19 - INJURIES

- A. Employees covered by this Agreement who are injured in the line of duty shall receive in addition to compensation paid or payable under the Worker's Compensation Act, the difference between what is received from Worker's Compensation Insurance and the normal net pay the employee receives from the City at the time of injury. This is to be paid while any incapacity exists and until they are either placed on disability retirement, leaves the employment of the City or returns to active duty.
- B. Including the day of injury, the City will compensate the employee with their full salary during the administrative time while the Workers Compensation claim is being processed. The employee will not need to use any sick/vacation/or compensation time in order to maintain full salary during any period related to Workers Compensation unless exempted in paragraph A of this article.

ARTICLE 20 - MEDICAL AND HOSPITAL INSURANCE

A. Subject to the availability of such plans from the MMEHT, the City shall provide employees with the MMEHT POS-200 (Point of Service) health insurance plan or it's equivalent. The City will further provide a Health Reimbursement Account (HRA), 100% contributions by the City, to limit out of pocket expenses to the Employees. Said HRA benefit will be paid first for all qualifying expenses, prior to the Employee incurring qualifying costs. The HRA benefit will be administered through a Third Party Administrator (TPA) and made available through a benefits debit card. The benefit shall be:

B. January 1, 2019: HRA equal to 70% \*MOP for employee's enrolled plan coverage

\*\*Employee's Enrolled Plan Coverage is defined as Employee, Dependent, or Family Plan.

\*MOP (Maximum Out Of Pocket) is defined as Deductible and Coinsurance only, not subject to pending out of pocket on co-pays under the Affordable Care Act.

C. City employees will also have the option to select the Maine Municipal Employees Health Trust POS C plan, with the provision that those employees, who wish to continue with the POS C plan, pay the total difference in premium between the MMEHT POS-200 and the MMEHT POS-C, in addition to the contractual amount of premium contribution. There will be no HRA benefit with the POS C plan. Employees will have the benefit of once a year on January 1st of changing their election to either the POS-200 plan or the POS-C plan.

1. Beginning January 1, 2015, employees, who subscribe to the City's health insurance program, through payroll deduction, shall contribute to the employee, family or dependent premium, whichever is applicable, 20% of the total cost of the premium.
2. For purposes of this Agreement, "family coverage" shall mean coverage for the employee and spouse and/or any dependent children. "Dependent coverage" shall mean coverage for the employee with one or more dependent children with no spouse. To be eligible to participate in the employee, family or dependent health and hospital plan, employees must sign an authorization form which will allow the City to withhold wages through weekly payroll deduction to collect the employee's contribution towards employee, family and dependent premium increases. Employees will have the choice of making such contributions on a pre-tax basis (free from federal and state taxes and FICA contributions) under the provisions of Section 125 of the Internal Revenue Service Code or after tax basis.
3. The City will, in no case, pay for a subscription level to which an employee is not entitled by virtue of the number of people s/he may insure.
4. New employees shall be eligible for medical insurance coverage on the first business day of the month following the first full month of service with the City.

- B. Effective January 1, 2019 all employees shall contribute \$2.85 per pay period towards the cost of the Income Protection Insurance Plan. The City shall continue to pay the balance of the cost of the group Income Protection Insurance Plan as provided for all employees covered by this agreement through the Maine Municipal Association.
  
- C. Any full-time employee of the bargaining unit, who does not choose to participate in the City's health insurance program, shall receive a stipend of \$6,000.00 per year to be paid in monthly installments through direct deposit. This includes a Military leave greater than 30 days. Any person taking the stipend must annually provide proof of insurance as a requirement of MMEHT. An employee covered under this agreement who is currently covered by a City of Sanford's health insurance plan under a different bargaining agreement or Personnel Policy is not eligible to receive this stipend. Stipends to be prorated during the first and last year of an employee's employment with the City to be calculated upon eligibility date for first year and separation of service date with the last year of service.

## ARTICLE 21- PENSIONS

- A. The City agrees to continue to participate in the Maine State Retirement System and Social Security programs at current benefit levels except as modified below:
  
- B. All eligible employees on the payroll of the Department March 31, 1982, may retire on a retirement allowance based upon one-half (1/2) salary after having completed twenty (20) years of service in the Maine State Retirement System regardless of age, which benefit shall be based on the annual rate of salary being paid such police officers at point of retirement or the gross amount earned in the immediately preceding twelve (12) months, whichever is greater, or the amended three (3) year average as provided by state law, excepting that all adjustments for retirees shall be through the Retirement Allowance Adjustment Fund only, if and when the Retirement Allowance Adjustment Fund is accepted by the City.

**Effective January 1, 2017:** All current eligible Police Officers who were hired as employees of the City prior to January 1, 2014 will have a ONE TIME OPTION to remain covered under the City's current plan with MainePERS, Special Plan 1C -one-half (1/2) of their Average Final Compensation (average of three highest years of earnable compensation), upon the completion of twenty (20) years of creditable service in the capacity of a Police Officer (as defined by Maine Public Employees Retirement System) under the PLD Consolidated Plan, regardless of age OR to move to Special Plan 3C two-thirds (2/3) of their Average Final Compensation average of three highest years of earnable compensation), upon the completion of twenty five (25) years of creditable service in the capacity of a Police Officer (as defined by Maine Public Employees Retirement System) under the PLD consolidated Plan, regardless of age. All employees will have a ONE TIME OPTION to select which plan they wish to be covered under for service rendered after December 31, 2016 for the duration of their employment with the City of Sanford, providing there are not breaks in employment. If an employee does not complete the required plan selection form; the employee will be moved to the 3C plan.

**Effective January 1, 2017:** All Police Officers who were hired as employees of the City on or after January 1, 2014 currently enrolled in the Special Plan 2C one half (1/2) of their Average Final Compensation (average of three highest years of earnable compensation) upon the completion of twenty five (25) years of credible service in the capacity of a Police Officer (as defined by Maine State Retirement System) with the City regardless of age, will be **required** to change to the Special Plan 3C two-thirds (2/3) of their Annual Final Compensation average of three highest years of earnable compensation), upon the completion of twenty five (25) years of creditable service in the capacity of a Police Officer (as defined by Maine Public Employees Retirement System) under the PLD consolidated Plan, regardless of age.

\*Footnote: As of 7/1/95 the City of Sanford began participation in the Consolidated Plan, benefits continued within those plans as stated above.

- C. For employees currently enrolled in ICMA prior to July 1, 2002 the City will continue to contribute to ICMA at the rate of 6% for all earnable compensation. For all employees who were hired after July 1, 2002 the City will participate only in the Maine State Retirement System. Any employee shall be afforded the opportunity to participate in an ICMA contribution retirement plan; however, the City will not contribute to the ICMA retirement plan except as otherwise provided above.
- D. Effective July 1, 2002 all eligible Police Officers who are current employees of the City and were hired, or elected to enroll in Maine State Retirement System on or after April 1, 1982, may retire with a service retirement allowance based on MPERS 1C plan -one-half (1/2) of their Average Final Compensation (average of three highest years of earnable compensation), upon the completion of twenty (20) years of creditable service in the capacity of a Police Officer (as defined by Maine State Retirement System) with the City, regardless of age.
- E. Effective July 1, 2002, the City will adopt the necessary changes to implement COLA benefits (cost of living adjustments) for all regular full-time employees enrolled in Maine State Retirement System. The COLA benefit will be calculated using future service only, i.e. for service earned after July 1, 2002. There will not be any COLA benefit for service credit prior to July 1, 2002.
- F. Effective January 1, 2017 the City adopted the MPERS Special Plan 3C plan option for all employees. All employees hired after January 1, 2014 will be required to switch to the MPERS Special Plan 3C.

ARTICLE 22 – CLOTHING, CLEANING AND TELEPHONE REIMBURSEMENT

- A. The City agrees to pay, for all Police Officers and the Animal Control Officer, one hundred percent (100%) of the cost of normal acquisitions and replacement of uniforms and accoutrements.

Plain clothes sworn personnel will receive fifty-five dollars (\$55) per month toward the cost of clothing.

- B. As a condition of employment, each employee covered by this Agreement shall maintain a cell phone. Each employee covered by this Agreement shall be reimbursed forty dollars (\$40.00) per month towards the cost of his/her cell phone service.
- C. Cleaning Reimbursement: Every Police Officer and the Animal Control Officer covered by this Agreement shall receive twenty dollars (\$20) per month cleaning reimbursement.
- D. The clothing, cleaning and telephone reimbursements will be payable the first pay period in June.

## ARTICLE 23 - MILITARY LEAVE

Military leave up to a maximum of fifteen (15) days a year shall be granted to members of the department for annual military training. Personnel on annual military training shall be paid the difference between their military pay and what their department pay would have been.

The City of Sanford fully complies with the provisions of the Uniform Services Employment and Re-Employment Rights Act of 1994 (USERRA).

## ARTICLE 24 - GRIEVANCE PROCEDURE

- A. A grievance is any dispute which arises between the parties concerning the application, meaning or interpretation of this Agreement or a change in working conditions and shall be settled in the following manner:
1. The Association, through an authorized steward, shall take up the grievance with the Chief within thirty (30) business days of the alleged infraction.
  2. If the Association and the Chief have not resolved the grievance within ten (10) business days, and the Association wishes to continue the grievance process, the Association shall submit the details of such grievance in writing to the City Manager within ten (10) business days of receipt of the Chief's written decision. The City Manager shall schedule with the representatives of the Association within ten (10) business days for the purpose of adjusting or resolving such grievances in a timely manner. The City Manager shall render a written decision within ten (10) business days after said meeting.
  3. In the event the decision of the City Manager is not acceptable to the Association, it may within fourteen (14) business days thereafter request that the matter be submitted to the City Council by notifying them in writing. The City Council shall meet with the representatives of the Association for the purpose of adjusting or resolving such grievance. The City Council shall render a written decision fourteen (14) business days after said meeting.
  4. In the event that the decision of the City Council is not acceptable to the Association, it may within ten (10) business days request that the matter be submitted to arbitration by notifying the City in writing.
- B. Arbitration - Within seven (7) business days of the Association's notice of intent to arbitrate by the City, the parties shall try to mutually agree upon the name of an arbitrator. If the parties fail to agree upon the name of an arbitrator, the Association may request the assignment of the Maine State Board of Arbitration. The decision of the arbitrator(s) shall be final and binding upon the parties. However, the arbitrator(s) shall be without authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The parties shall share evenly in the costs of the arbitration except that each party shall be responsible for the costs of preparing and presenting its own case.
- C. The time limits for processing of grievances may be extended by mutual written consent of the parties.

- D. Any grievance not initiated or processed in accordance with the procedures stated herein, shall be deemed waived.
- E. At any step of the grievance procedure, the City may act through its authorized representative.
- F. Nothing in this Article shall diminish the right of any employee covered hereunder to present his/her own grievance as set forth in 26 M.R.S.A. § 964(2)(A).

## ARTICLE 25- MEMBER'S RIGHTS

### A. Investigation of Police Misconduct

1. Members of the 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 police force. Such questions may require prompt investigation by superior officers designated by the Chief or other competent authority.
2. 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. The interview will be conducted at a reasonable time taking into consideration the working hours of the members and the legitimate interests of the department. The officer conducting the interview shall advise the member that an official 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 interview and, unless circumstances warrant anonymity, shall identify the complainant. If it is known that the member being interviewed is a witness only, s/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 so-called Garrity Warning shall be given to the member concerned prior to the commencement of any questioning. The Garrity Warning shall be as follows:

“Officer \_\_\_\_\_, you are being questioned as a part of an official investigation of the \_\_\_\_\_. You will be asked questions relating to the performance of your official duties and conduct. You are entitled to assert your Fifth Amendment rights during the investigation. If you do so, you maybe subject to suspension, termination or some other appropriate penalty. If you decide not to invoke the Constitutional privilege, anything said of an incriminating nature may not be used against you in a criminal proceeding.”

The interview 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/her request, the member or his/her attorney, may listen to, transcribe or copy all or any portion of the tape.

The interview 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 directly, narrowly and specifically related to the member's performance as it relates to the alleged violation.

- c. If a member is under arrest or is likely to be, that is, if s/he is a suspect or target of a criminal investigation, s/he shall be afforded all rights granted under such circumstances to other persons.
  - d. In all cases in which a member is interviewed concerning a serious violation of departmental rules and regulations which, if proven, would be likely to result in his removal from the department, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his/her choosing and/or a representative of the Association before being interviewed, and his/her attorney and/or a representative of the Association may be present during the interview.
  - e. The parties agree that under no circumstances will a member covered by this Agreement be ordered or requested to take a polygraph examination.
  - f. The investigation will be conducted without unreasonable delay and the member will be advised of the final outcome of the investigation.
3. 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/her representative no more than five (5) business 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 s/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 (5) business days after the date when the suspension began, unless by mutual agreement the time is extended.

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 the case of his/her absence or incapacity, the Acting Chief, shall be informal in nature. The member may be accompanied by legal counsel and/or a representative of the Association. The member shall have the right to confer with his/her representative at any time during the hearing and shall have the right to have his/her representative speak on his/her behalf. Failure to follow the entire Member's Rights procedure shall result in dismissal of all charges, with prejudice, and destruction of all related records. Any disciplinary action taken against a member shall be subject to the grievance procedure. If an employee has had a hearing before the Chief, the grievant may bypass the Chief's level of the grievance procedure and file the grievance directly with the City Manager.

## B. Personnel Files

1. 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 than City officials, except upon a legally authorized subpoena or written consent of the member.

2. Upon request, an employee shall have the right to inspect his/her official personnel record. Inspection shall be during regular business hours and shall be conducted under the supervision of the Human Resources department. An employee shall have the right to make a duplicate copy for his/her own use. No records shall be withheld from an employee for inspection. An employee shall have the right to have added to his/her personnel file a written refutation of any material which she considers detrimental. The written refutation must be submitted within thirty (30) business days of the date that the member becomes aware that the material is detrimental and is in his/her file.
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) business days thereafter, the member may file a written reply. If the Chief thereafter places the written reprimand in the member's personnel file, s/he shall also include the reply.

ARTICLE 26 - STRIKES AND SLOWDOWN PROHIBITED

The parties hereto agree that there will not be, and that the Association, its officers, members, or agents will not engage in, encourage, sanction or suggest strikes or slowdowns, which would involve suspension of or interference with normal work.

ARTICLE 27 - SAVINGS CLAUSE

If any provisions of this Agreement shall be contrary to any laws or a City Ordinance, such invalidity shall not affect the validity of the remaining provisions.

ARTICLE 28 – SWAPS

- A. Swaps will continue to be permitted, but not for the purpose of creating a permanent change, except as permitted in the Article pertaining to Permanent Shifts. Other limitations on the right to swaps are as follows:
- B. There must be a supervisor on the shift.
- C. The Chief and the shift supervisor must receive written notice of a swap. Notice shall be given to the Chief or his/her designee for the purpose of denying or canceling any swap if the employee is needed for a bona fide special assignment requiring that particular employee.

ARTICLE 29 - OUTSIDE EMPLOYMENT

- A. Employees covered by this Agreement shall have the right to obtain outside employment pursuant to the rules and regulations of the City.
- B. Said outside employment shall not hinder the impartial performance of their public duties or impair their efficiency to the public.

ARTICLE 30  
EDUCATIONAL INCENTIVE AND EDUCATIONAL INCENTIVE PAY

A. Employees covered by this Agreement shall receive pay increases in accordance with the following schedule, if they have completed a curriculum, or if they are enrolled and continue to participate in a curriculum leading to or attaining an Associate Degree or Bachelor Degree from an accredited University or College.

<u>Police Administration - Weekly</u>	<u>Percentage of Pay</u>
Attainment of fifteen (15) degree hours	one percent (1%) of weekly pay
Attainment of thirty (30) degree hours	two percent (2%) of weekly pay
Attainment of sixty (60) degree hours	two and one-half percent (2 1/2%) of weekly pay
Attainment of ninety (90) degree hours	two percent (2%) of weekly pay
Attainment of one hundred twenty (120) degree hours	two and one-half percent (2 1/2%) of weekly pay

\*Percentage applied to pay shall be cumulative and be based upon the pay at point of attainment of credits.

B. No employee shall receive educational incentive pay until the Chief “has in hand” a diploma, a certificate, or proof of attainment of credits signed by an authorized representative of a post-secondary school or institution.

C. The employee must apply for financial aid through LEAA, and upon refusal, the City shall pay tuition, fees and book costs for no more than 15 credit hours annually with a maximum fiscal year benefit of \$12,500.00. The courses taken must lead to a bachelor or associate degree in criminal justice, police science, police administration, psychology, sociology, communications, business administration, management, public administration, English or computer science. The City will only provide educational assistance to attain one degree per person.

D. In order for an employee to get credits approved for payment, s/he must sign a payroll authorization permitting the City to deduct from his/her pay or other monies due, money expended for educational purposes if the employee did not complete and pass the course or if the required documentation is not provided by the employee taking the course within six (6) months of completing the course. No additional education benefits will be approved, i.e. tuition, fees and book costs, until the required documentation for previous courses taken has been properly submitted. If it is impossible for the school to provide such documentation, the City will waive this requirement.

- E. Beneficiaries of the Article agree to remain in the employ of the City for a minimum of three (3) months after receiving reimbursement from the City. However, the employee may be released from this obligation by financial reimbursement to the City for all monies received under this Article. Reimbursement shall not exceed the per credit hour cost of the University of Southern Maine,
- F. At the discretion of the Chief, employees may be permitted to attend classes during working hours.
- G. In the event an employee fails the course or drops out, that officer will be required to reimburse the department for tuition and replacement costs unless failure is due to an unavoidable emergent occurrence.

ARTICLE 31

LAW ENFORCEMENT OFFICERS PROFESSIONAL LIABILITY INSURANCE

The City agrees to purchase insurance with a limit of liability of at least \$300,000 each incident under Maine law and at least \$500,000 under other than Maine law.

ARTICLE 32 - DEATH BENEFITS

The City agrees to follow applicable federal and state laws regarding death benefits for survivors of Police Officers killed in the line of duty.

### ARTICLE 33 - MANAGEMENT RIGHTS

Except as explicitly limited by specific provisions of this Agreement, the City shall continue to have the exclusive right to take any action it deems appropriate in the operation of the department and the direction of the work force in accordance with its judgment. Such rights shall include, but shall not be limited to, the operation of the police force, direction of the working forces, the right to hire, to suspend or to discharge for just cause, to change assignments, to promote, to expand the working force, or to reduce the working forces with notification fourteen (14) days prior to reduction, to transfer, to maintain discipline in accordance with the Member's Rights provisions, to establish work schedules and to introduce new or improved methods or facilities.

ARTICLE 34 – PROMOTIONAL PROCESS

Promotions – Promotions at the department shall be governed by the procedures outlined in Exhibit A hereto. The City and Union agree to work together to develop a new, mutually acceptable promotional process.

ARTICLE 35 - CONTINUATION OF PRESENT POLICIES

The City will continue its present policy with respect to vacations, sick leave, and holidays, except insofar as change is commanded by law.

ARTICLE 36 – PERFORMANCE APPRAISAL PROCESS

The City and Union will work together to develop a mutually acceptable performance appraisal process.

ARTICLE 37

FLEXIBLE MEDICAL AND DEPENDENT CARE REIMBURSEMENT PLAN

The City agrees to make all reasonable efforts to establish a Section 125 Flexible Medical and Dependent Care Reimbursement Plan by January 1, 1995.

## ARTICLE 38 – IN SERVICE RETIREMENT PROGRAM

The following conditions must be met for an employee to be eligible for the In-Service Retirement Program (the “Program”):

- (A) Employee must have a minimum of 25 years of MainePERS service and or qualify for retirement under the Plan at that time, but no more than 30 years of MainePERS to be eligible for the Program. Accrual of service credit and determination of benefits shall be governed by the rules of the Maine Public Employees Retirement System (MainePERS).
- (B) Employee must agree to retire during his/her eligibility period, collect his/her MainePERS retirement benefit, cash out all allowed accrued time, be immediately rehired, and agree to fully and finally separate from the Sanford Police Department no later than 60 months following the date accepted in the Program.
- (C) All applications shall require the Employee to provide no less than 120 days written notice prior to eligibility date and must have no more than 30 years with MainePERS service.
- (D) Employee is subject to rehire at the discretion of the Police Chief, and approval of the City Manager, at which time the Chief will provide a written agreement to rehire the employee after separation. This agreement will define a starting point for the employee in the contract.
- (E) Employee shall be required to serve a minimum of 12 consecutive months during the period of the Program employment.
- (F) Employee’s failure to satisfy the minimum 12 consecutive months of employment requirement shall permit the Employer to recover all benefits that exceed the Employee’s period of employment.
- (G) Other Program Conditions:
  - Employee shall be paid and work the Patrol Rate based upon current years of service on the last day of employment prior to retirement.
  - Seniority will be based on the new Rehire date for the purposes of permanent shifts and vacation bidding.
  - Employer shall pay ½ of the required MainePERS contribution and Employee shall pay ½ of the required MainePERS contribution through payroll deduction. Rates are set by MainePERS each July 1<sup>st</sup>.
  - City will offer \$1,500 annually into the ICMA Retirement Corporation 457 Fund Deferred Compensation Program.

- Employee shall receive 25 no-accruing personal days annually in place of vacation/sick time and having no monetary value at separation.
  - Employee shall comply with collective bargaining agreement notice provisions for use of personal days for sick time or vacation time.
- (H) If the Employee is medically disqualified (other than Worker's Compensation) from working within the Department for a period exceeding 90 days, the Employee shall be considered to have concluded the Program.
- (I) All other applicable collective bargaining and Personnel Policy provisions shall apply.

ARTICLE 39 - TERM OF AGREEMENT

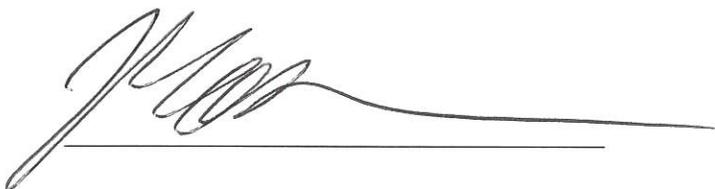
This Agreement shall be effective as of the first date of ratification unless otherwise specified in this Agreement and shall remain in full force and effect until June 30, 2023. It shall be automatically renewed for succeeding one (1) year periods unless a new Agreement has been signed by both parties. Either party shall notify the other to renegotiate at least one hundred twenty (120) days before June 30, 2023 if wages, rates of pay or other matters requiring appropriations of money by the City are to be renegotiated.

This Agreement shall govern the rights of the parties from the date of ratification, unless otherwise specified herein, until and including June 30, 2023.

Signed and dated this 14<sup>th</sup> day of July, 2020, at Sanford, Maine.

SANFORD POLICE ASSOCIATION

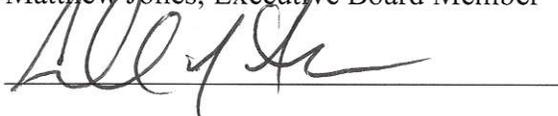
CITY OF SANFORD



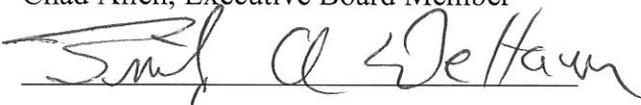
Matthew Jones, Executive Board Member



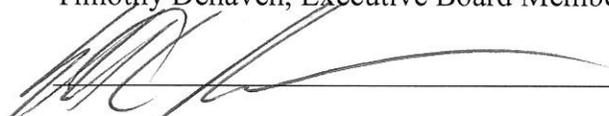
Steven R. Buck City Manager



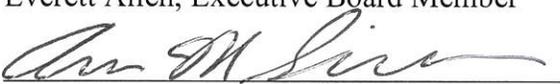
Chad Allen, Executive Board Member



Timothy Dehaven, Executive Board Member



Everett Allen, Executive Board Member



Andrew Simmons, Executive Board Member