

AGREEMENT

BETWEEN THE

CITY OF SACO

AND

MAINE ASSOCIATION OF POLICE

For The

Saco Police Command Unit

July 1, 2018– June 30, 2021

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ARTICLE 1 - RECOGNITION

- A. The City of Saco (hereinafter referred to as the City) recognizes the Maine Association of Police (hereinafter referred to as the Union) as the sole and exclusive bargaining agent for Sergeants, Corporals, and Detectives of the Saco Police Department for the purpose of collective bargaining and entering into agreements relative to salaries, wages, hours and working conditions.

- B. The Union recognizes that this Agreement shall be effective to the extent it is consistent with the rights conferred upon the City in accordance with the City Charter and Municipal Public Employees Labor Relations Laws, 26 M.R.S.A. § 961 et. Al., as amended. The Union thoroughly recognizes that the City will determine the work to be performed by the Police Department. The Police Chief and City Administrator will determine how the work will be

performed, machines and equipment necessary to perform the work, and the need to increase and decrease the complement of the employees as well as the employment standards.

ARTICLE 2 - UNION SECURITY

A. Membership

All employees shall have the right to join the Union or refrain from joining the Union. Employees who do not join the Union shall have the right of self-representation as set forth in 26 M.R.S.A. §967 (2) ¶5. No employee shall be favored or discriminated against either by the City or the Union because of their membership or non-membership in the Union. The Union recognizes its responsibility as the bargaining agent and agrees to represent all employees, subject to the limitation set forth below, in the bargaining unit without discrimination, interference, restraint, or coercion.

Any employee who chooses not to become or remain a Unit Member shall be bound by such choice except as provided in this Article. Such an employee shall be entitled to representation by MAP under this Agreement but only upon payment to MAP of reasonable fees, including reasonable fees for employee representative services and attorneys' fees, and costs and expenses, including arbitrators' fees and expenses, incurred by MAP. The current schedule of MAP non-member fees is set forth below.

Any employee complying with these conditions shall be entitled to MAP services under the Agreement on the same basis and under the same terms as MAP members.

Any employee who is required by this Article to select from the options set out above may change his/her status with respect to those options during the twenty (20) day period immediately prior to the expiration of this Agreement by giving written notice to the City and to MAP during that period.

Attorney Fees: \$200.00 per hour

Field Representative Fees: \$75.00 per hour

All fees are charged on the basis of minimum 15 minute periods.

B. Maintenance of Membership

An employee, who voluntarily joins the Union during the life of this Agreement, shall, as a condition of employment, remain a dues-paying member until the expiration of this Agreement.

ARTICLE 3 - CHECK OFF

A. Dues Deduction

The Union shall have the exclusive right to payroll deductions for employees included within the applicable bargaining unit and subject to the following provisions. The Employer agrees to deduct the Union's weekly membership dues and benefit premiums from the pay of those employees who individually request in writing that such deductions be made. The

amounts to be deducted shall be certified to the Employer by the Maine Association of Police, and the aggregate deductions of all employees shall be submitted together with a list of the employees having deductions made and the total amount deducted for each of those employees to the Union by the fifteenth (15th) day of the succeeding month, after such deductions are made. The amount deducted for union dues shall be submitted in one (1) check, and the amount deducted for the benefit premiums shall be submitted in a separate listing showing the amount deducted in each category for each employee.

- B. 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 authorization, effective upon the expiration date of this agreement, provided the employee notifies, in writing, the Employer and the Maine Association of Police within twenty (20) days prior to the expiration date of this Agreement.

ARTICLE 4 - HOURS OF WORK

A. Work Day and Week

The workweek shall be forty (40) hours with eight (8) hour days. One supervisor per shift shall be allowed Friday and Saturday as days off, with the second supervisor allowed Monday and Sunday as days off. It is understood that during an unforeseen emergency (not budgetary) these days off may be temporarily changed to meet department needs.

B. Work Hours

1. **Sergeants and Corporals** - The regular hours of work each day shall be consecutive. References to consecutive hours of work in the balance of this Article shall be construed generally to include a one half (1/2) hour meal period.
2. **Detective**- The Detectives will work a forty (40) hour workweek with eight (8) hour days although the hours may be varied as deemed necessary by the employee. However, it should be clearly understood that the hours may be specified by the Chief or designee.
3. **Administrative Supervisor** - Management has the option for flexibility in the schedule of the Sergeants assigned to the position of administrative supervisor.

C. Call Time

Outside Regular Shift - Any employee called to work outside their regularly scheduled shift, on a day they are scheduled to work, shall be paid a minimum of three (3) hours pay at time and one half (1 1/2) their regular hourly rate.

D. Two Consecutive Shifts

Any employee who works two (2) consecutive shifts with less than nine (9) hours of break (in a twenty-four (24) hour period) will be compensated at time and one half (1 1/2) for the last four (4) hours of the second (2nd) shift.

ARTICLE 5 - REST PERIODS/MEAL PERIODS

A. During Regular Shift

All employees work schedules shall provide for a reasonable rest period during each one half (1/2) shift. The rest period shall be scheduled at the middle of each one half (1/2) shift whenever this is feasible. Said rest period shall be construed generally to mean fifteen (15) minutes.

B. Beyond the Regular Shift

1. Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a reasonable rest period before they start to work on such next shift. Said rest period shall be construed generally to mean thirty (30) minutes.
2. It is clearly understood that for the purposes of this section, the phrase “work beyond their regular quitting time” shall mean the working of another shift and that the supervisor in charge shall have the right to schedule said thirty (30) minute break other than at the beginning of the second (2nd) shift.

ARTICLE 6 - MILEAGE AND OUT OF TOWN EXPENSES

Employees on official business, out of town for the City, with prior approval of the Chief, shall be paid expenses for meals (excluding alcohol) and for lodging (see City Policy on Meals and Lodging) and shall be paid the IRS rate per mile if using personal vehicles. Personal vehicles may only be used when City vehicles are not available or with the express approval of the Chief.

ARTICLE 7 - HOLIDAYS

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

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

B. Eligibility

Employees shall be eligible for holiday pay under the following conditions:

1. The employee worked their last scheduled work day prior to and after the holiday unless they are excused by the Chief or is absent for any reasonable purpose. Reasonable purpose shall include illness; it need not be mutually agreed upon.
2. Notwithstanding any of the above, any unit member may elect to, if they so choose, to take any of the above-listed holidays as paid days off. These paid days off are to be used as floating holidays. It is clearly understood that the Chief may deny the day off if no replacement can be found for the employee requesting the day off.

C. Payment

Any unit member may elect to take any of the above-entitled holidays including the two (2) personal days noted in §E. below, as compensation in the form of regular salary at the straight time rate to be paid the first regular pay period in December.

C. Utilization

1. Eligible employees shall receive eight (8) hours pay for each of the holidays listed above in addition to compensation for any work performed on the holiday. Detectives within the Unit shall be required to take a minimum of two (2) sixteen (16) hours floating holidays per year. (Thanksgiving and Christmas Day) All employees must declare, by February 25th of any contract year, the number of floating holidays they plan to use during the calendar year.
2. In administering floating holidays, it is understood that in the event an employee terminates employment with the City, any floating holidays used but not earned by virtue of having worked said holiday, may be deducted from any pay due an employee at the time of termination.

E. Floating Holidays

In addition to the above holidays, all employees shall receive sixteen (16) hours for personal time. It is clearly understood that the Chief may deny the day off if no replacement can be found for the employee requesting the day off. Eight (8) hours is earned for each six (6) months of service. Employees are eligible to take their first eight (8) hours after they have worked three (3) months in each six (6) month period.

ARTICLE 8 - SICK LEAVE

A. Accrual

Employees shall accumulate at a rate of 3.69 bi-weekly of sick leave to a maximum of nine hundred and sixty (960) hours.

Maximum Accumulation: Any employee who has nine hundred and sixty (960) hours of accumulated sick leave as of January 1 of any calendar year and maintains that nine hundred sixty (960) hours of sick leave through June 30 of that year and uses forty-eight (48) hours or

less during that year shall be “made whole” nine hundred sixty (960) hours December 31 of that year.

B. Family Use

1. Forty (40) hours of sick leave annually may be used for the care of an employee’s ill or injured spouse, parent, or for the care of ill or injured children and/or stepchildren. At the discretion of the Police Chief, they may grant up to forty (40) additional hours for family sick leave.
2. An employee requesting hospice care shall obtain the approval of the Police Chief in advance and must present a doctor’s note within five (5) days of the sick leave taken. Should the employee fail to produce the doctor’s note, the Police Chief shall have the option of charging the employee for the extra sick leave days taken either by charging the time to floating holidays or by charging the employee for leave without pay. Additional days charged to sick leave may be granted at the sole discretion of the City Administrator in the event unusual circumstances exist.

C. Notification to Employer

The employee shall notify the employer as soon as possible to the start of their shift that they are sick and cannot report for duty. Failure to do so may result in disciplinary action being taken by the Chief.

D. Attendance Incentive

The City shall pay an incentive eight (8) hours pay to any employee who uses sixteen (16) hours or less of sick leave in each six (6) month period beginning January 1 through June 30 and July 1 through December 31 for each calendar year. Employees who use sixteen (16) hours or fewer in two (2) consecutive six (6) month periods will earn an additional four (4) hour incentive pay.

Employees may deposit this incentive into the ICMA RHS – Retirement Health Savings Account. The RHS Program is sponsored by your employer and administered by ICMA-RC. All contributions to this account are set aside exclusively for qualifying medical expenses. See HR for applications.

E. Payment for Unused Days

1. Upon retirement or separation in good standing, an employee after ten (10) years of consecutive full-time employment by the City, will be paid in an amount equal to wages for thirty-five (35%) of the number of hours of accrued sick leave on the date of separation. After twenty (20) consecutive years of full-time employment by the City, the employee will be paid in an amount equal to wages for fifty percent (50%) of the number of hours of accrued sick leave on the date of separation. After thirty (30) years of consecutive, full-time employment with the City, or if the employee is retiring from the Saco Police Department after twenty five (25) years of consecutive, full-time service with the City and will be collecting retirement benefits from MEPERS, the employee

will be paid in an amount equal to wages for seventy percent (70%) of the number of hours of the accrued sick leave on the date of separation.

2. In the event of the death of an employee, one hundred percent (100%) of all unused accrued sick leave shall be paid to the widow or widower, if any, or if none, to the guardian of the minor children if any, or if none, to the estate of the decedent.
3. Any and all payments of sick leave to an employee under Subsection E.1 above shall be made into a Retirement Health Savings Account (RHS) set up in the employee's name under the terms and conditions approved by separate agreement with the RHS provider, ICMA-RC, as approved by the Union, with two exceptions as follows: If an employee can demonstrate that they have post-employment healthcare coverage through (1) prior military service or (2) spousal coverage then the payments shall be made directly to the employee (less applicable taxes and other withholdings).

F. Doctor's Certificate

Any person on sick leave without a doctor's certificate will be required to remain on their premises. The Chief may, at their discretion and with prior written notice, require a doctor's certificate prior to granting a paid sick leave and this certificate shall be paid by the City. Sickness of more than three (3) days duration shall require a doctor's certificate.

G. Injured on Duty

Any Police Department employee injured on duty shall not lose any sick leave that they have accumulated. Also, said injured employee shall still receive a full week's net pay from the Employer. If an employee is injured on duty and as a result of that injury is receiving medical treatment beyond their shift and continuous with that shift that officer will receive pay for actual time up to three (3) hours beyond the officer's shift.

If the injury results in a Maine Municipal Association approved Workers' Compensation claim or a decision in favor of the employee by the Worker's Compensation Board, the City will compensate the employee at 100% of their salary.

ARTICLE 9 - SENIORITY

A. Definition

Seniority shall be based on grade and then time in grade in the case of Sergeants or Corporals and the last date of hire of all other employees. It is understood that because of rank, a Sergeant or Corporal has seniority over all other employees below them even if the other employee's time of hire is greater than the Sergeant's or Corporal's.

B. Seniority List

A seniority list shall be established listing all employees covered by this Agreement, with the employee with the greatest seniority listed first.

C. Use

Seniority, as defined in §A, above, shall be the governing factor in all matters affecting transfer, reduction in work force, recall and vacation preference.

D. Promotions

1. Eligibility

Any employee of the Department covered by this Agreement must be employed for two (2) years by the Department to be eligible for promotion. The elements determining promotion shall include the following:

2. Criteria

- a.** A written examination to count thirty percent (30%) of the total, consisting of a test objectively prepared by a firm which resides outside the City of Saco and is familiar with police promotional examination. The results of such test shall be corrected by an individual from outside the Department.
- b.** An assessment of the employee's past performance, to count as thirty percent (30%) of the total, including work records and supervisory abilities, to be determined by the Chief, such determination to be conducted independent from the results of the written examination.
- c.** An accumulation of seniority by awarding one percentage (1%) point for each year of service to a maximum of ten (10) years, to amount to as much as ten percent (10%) of the total. In addition, employees who hold the rank of Corporal shall receive an extra half seniority point (1/2%) for every full year they hold the rank up to a maximum of five (5%) percentage points.
- d.** An oral review board, to count as thirty percent (30%) of the total, to be conducted by a select group of individuals from outside the City, those individuals to be unaware of the results from previous examinations or assessment.

3. Procedure

- a.** The totals from the written examinations, assessments of the past performance and accumulation of seniority shall determine a candidate's eligibility for progression to an oral review board.
- b.** The top five (5) candidates, as determined by that total described above, shall advance to an oral review board. The remaining candidates list remains valid for a period of six (6) months.

4. Results

The results of any test shall be given to any employee upon request. The specific reasons behind each correctional mark shall be explained.

5. Change in Procedure

The promotional procedures may be changed during the life of this Agreement, by mutual consent.

6. Review Process

There shall be a three (3) month “review period” after promotion. If the employer believes a reduction to the employee’s former position is necessary the reasons shall be in writing and for reasonable grounds. This action shall be subject to the grievance procedure.

E. Revision to the Promotional Process

During the term of this Contract, and beginning as soon as possible but no later than April 1, 2019, the parties (which shall include at least the Unit President and the Chief of Police (or his designee)) shall meet on a quarterly basis for at least a one hour period of time (or other minimum that they shall agree to and designate) for the purposes of discussing the current contractual Promotional Process and any desired changes thereto. Prior to the first meeting, the Unit shall forward a comprehensive written proposal for a new Promotional Process to the Chief. The parties are to discuss changes to the existing processes which might be mutually agreeable and beneficial. If and when the parties have outlined the parameters for changing the process, they are to attempt to memorialize the changes per language modifying this Article. It is understood that these Labor-Management discussions are not formal contract negotiations, and that any changes to the Contract need to be entirely agreeable to both parties or the changes will not be made.

ARTICLE 10 - RE-NEGOTIATIONS

A. Renewal

This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing 120 days prior to the anniversary date that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations.

B. Wage Scale

The attached wage schedule shall be in existence for the life of the Agreement, known as **Appendix A.**

ARTICLE 11 - ANNUAL VACATIONS

A. Accrual

Employees shall be allowed paid vacation as follows:

Years of Continuance Service (Begin Accruing)	Maximum Annual Vacation Hours Accumulation	Hours of Vacation Accrued Per Bi-Weekly Pay Period
Date of hire through completion of 4th year	80 hours	3.08 hours
Beginning the 5 th year through completion of the 9 th year	120 hours	4.62 hours
Beginning 10 th year through completion of the 25 th year	160 hours	6.15 hours
Beginning of 26 th year until retirement	200 hours	7.69 hours

B. Schedule

Vacation schedule shall be posted by the first week of February of each calendar year. Employees may select vacations by seniority. All vacation time may be locked in on February 1 of each year in which the vacation is to be taken. The vacation period referred to in sentence 1 shall be considered as “locked in” and shall not be changed by seniority or any other means with the exception of emergencies as declared by the Chief or City Administrator.

C. Eligibility

Entitlement to vacation under this section shall be determined as of the employee's anniversary date each year and accrued on a month-to-month basis. Vacations shall be granted according to classification and then according to seniority in the Department. Vacation leave must be requested in writing, to the Chief, thirty (30) days in advance.

D. Allowance of Vacation Time

Subject to Section B of this Article, vacation time may be taken in single day increments up to fifteen (15) times per year. One member of the unit may be off on vacation, on the working patrol schedule, during any week of the calendar year, with preference given to seniority. Members shall be allowed to take their vacation time in four-hour blocks as per the Time-Off Policy. Use of sick leave while on vacation is prohibited.

ARTICLE 12 - PAID LEAVE

A. Family Death

In the event of the death of an employee's spouse, partner, significant other, or child, the employee will be granted forty (40) hours leave of absence with pay. In the event of death in the employee's family (mother, father, step-parent, step-children, grandmother, grandfather, spouse's/partner's, grandparents, father-in-law, mother-in-law, sister or brother, sister-in-law, brother-in-law), the employee shall be granted up to twenty-four hours leave of absence with full pay to make household adjustments, arrange for medical services or to attend funeral services. To be compensated for leave time for an out-of-town death, the employee must furnish the Chief with proof of death).

B. Other Relatives

For relative other than those mentioned above, such as aunt, uncle, and cousin eight (8) hours leave with pay to attend the funeral shall be granted.

C. Additional Days

The Chief or City Administrator may grant additional leave under this clause in unusual or exceptional circumstances.

D. Out of Town Death

To be compensated for leave time for an out of town death, the Employer may require the employee to furnish the Department with proof of death.

ARTICLE 13 - REIMBURSABLE OVERTIME DETAILS

A. Minimum Hours

Employees who perform services including, but not limited to school, sporting events, dances, details generated by grants, and special traffic assignments for contractors, etc. shall be paid a minimum of four (4) hours pay at two dollars above the highest Sergeant's overtime rate of pay for the first four (4) hours or part thereof and for each additional hour

or part thereof unless the detail is grant funded and the grant stipulates time and one half only. The Police Chief or immediate supervisor shall make every reasonable effort to equalize assignments to employees willing to work such assignment in their respective classification on an annual basis. All outside assignments shall be filled by using the rotating card file.

B. Posting and Assignment

Outside special details that are known seventy-two (72) hours in advance or more, will be posted on the bulletin board when practicable

C. Payment

The City shall administer the outside special detail and payment for such details shall be through the City payroll. In addition to the wage rate charged for a special outside detail, the City may charge a reasonable fee on a per hour basis to defray the cost of overhead, including the cost of various fringe benefits.

ARTICLE 14 - INSURANCE, BENEFITS, AND RETIREMENT

A. Medical Insurance

1. The Employer shall participate in the Maine Municipal Employees Health Trust (MMEHT) PPO-500 plan with a Health Reimbursement Arrangement (HRA) funded at 75% (seventy five percent) of the maximum out of pocket (MOP) cost for an employee on the plan or a comparable health care program with an HRA. If the City changes health plans, it must be to a plan that is equal to or better than the PPO 500 with the HRA provided.

The City of Saco provides tax-free reimbursements of qualified medical expenses through the Health Reimbursement Arrangement (HRA). The HRA is integrated with its current group health plan and is funded 100% by the City. The account is set up to reimburse employee single coverage or employee and dependent coverage at a rate of 75% of the total required health benefit out of pocket expenses. Commencing on January 1 the HRA accounts are updated. However, the new calendar year funds are incorporated at the time of the first calendar year payroll. This would include the first full two weeks of January. The HRA funds shall be used in full prior to employees using their own funds to cover out of pocket expenses

2. The City and the employees will split the cost of health insurance monthly premiums on an eighty (80%) percent City and twenty (20%) percent employee basis for all of the coverage levels (single, family, employee with children and employee and spouse).
3. Employees who show proof of health insurance outside the City of Saco may opt out of City insurance and be eligible for a bi-weekly reimbursement of one hundred and fifty dollars (\$150). Employees who lose outside insurance coverage due to divorce, death of a spouse or spouse's termination will be allowed back into the City's insurance plan,

based upon the plan requirements/limitation. The employee must show proof of outside coverage a minimum of once per year and at other times as requested.

B. Dental/Optical Insurance

1. The Employer agrees to provide a dental and optical fund payable to each employee per contract year from which each unit member may draw for family dental and optical expenses upon presentation of bills for dental and optical services rendered. The fund will be three hundred twenty-five dollars (\$325) per employee per year. An employee must be employed for a minimum of six (6) months before being eligible for this benefit.
2. The union may choose instead of the above-mentioned dental/optical fund a dental insurance plan. If so chosen by the union, the City will provide the employees with a dental program with an optional optical insurance rider, provided the City is able to meet the participatory requirements of the plan. The above mentioned \$325 shall be contributed towards the cost of their elected premium and the employee shall pay the remaining cost. If an employee can provide documentation that they are covered under another dental plan, the employee shall be entitled to the \$325 reimbursement as outlined above.

C. Short-Term Disability and Long-Term Disability Insurance

An employee's sick leave and vacation time can be used in conjunction with the income protection insurance to ensure continued compensation or the employee must otherwise cover their other benefit expenses when out on disability.

For short-term disability, the City's Income Protection Vendor covers 66.7% of the weekly gross salary. The other 33.3% is reimbursed by the employee's accrued sick time first and then accrued vacation time if the employee chooses to make their check whole for each week.

For long-term disability, the City's Income Protection Vendor covers 60% of the weekly gross salary. The other 40% is reimbursed by the employee's accrued sick time first and then accrued vacation time if the employee chooses to make their check whole for each week.

The City of Saco provides all full-time employees working a minimum of 30 hours or more per week long term-term disability benefits. The benefit pays a maximum of \$1,000 or 60% of an employee's monthly salary. Employees can buy additional long-term disability coverage during open enrollment or as a new hire. Employees may purchase additional long-term disability insurance. The monthly benefit cannot exceed \$6,000.

Example: Annual salary of \$60,000/12 x 60% = Monthly benefit \$3,000.

Except for unforeseen circumstances, such as an emergency, prior to going out on any disability, employees will meet with Human Resources to understand their benefit deductions and payment plan.

All of these provisions will be in accordance with the insurance policy.

D. Section 125 Flexible Spending Account

The Employer will make available a Section 125 Plan or Flexible Spending Account (FSA) for payment of medical insurance premiums. In addition, qualified medical expenses and dependent care spending accounts will be available to employees. If the plan is expanded for other bargaining units during the term of this Agreement, it must apply to this bargaining unit as well.

E. Retirement

All full-time employees are able to participate in the Maine Public Employees Retirement System or the City's own retirement programs; the Empower Retirement 457 Deferred Compensation Program, the ICMA-RC 457 Deferred Compensation Retirement Plan or the ICMA-RC 401(a) Retirement Plan, as provided by state statute and State Retirement and/or adopted by the City Council. The city shall contribute to only one of the above at a level equal to 5% of the employee's gross wages. (Gross Wages are defined by Internal Revenue Service Publication 525 as follows: "Gross Wages is everything received in payment for services including wages, salaries, commissions, fees and other forms of compensation such as overtime, bonuses and fringe benefits) with the exception of Maine State Retirement where the City shall contribute the applicable percentage established by the Maine State Retirement System on an annual basis. Employees are able to select from the following.

1. Maine Public Employees Retirement System (Maine PERS)

Current participants of Maine State Retirement and future new enrollees may also contribute to the 457 plans noted but not to the 401(a) Plan. However, no employer contributions are to be made to this additional retirement plan. Effective July 1, 2019, current participants will move from Plan 3N to Plan 3C. All new enrollees will participate in Plan 3C. Both the City and the Association agree that the City has no retroactive obligations related to the change in the Maine PERS retirement change from the 3N to the 3C Plan.

2. International City Manager's Association Retirement Corporation (ICMA-RC)

The City will offer to all its eligible full-time employees the option of participating in the 401(a) Qualified Retirement Plan with ICMA. If an employee chooses to participate in this plan, the City's 5% contribution shall be contributed to this plan. The employee shall make a mandatory contribution of 5% of their gross wages.

3. International City Manager's Association – Retirement Corporation (ICMA-RC) 457 Plan

The City will offer to all its full-time employees the option of participating in the 457 Retirement Plan. The employee has the option to have the City contribute its 5% of their gross wages and/or the employee can contribute an additional amount as allowed

by federal regulations.

4. Empowerment Retirement

All full-time employees are offered the option of participating in the 457 Deferred Compensation Plan with Empowerment Retirement. If the employee chooses to participate in the said Plan, the City shall contribute 5% of the employee's gross wages and the employee can also contribute an additional amount as allowed by federal regulations.

Enrollment requirements, employee contribution (for the Maine Public Employees Retirement System only), city contribution and benefit provisions shall be determined by state statute and/or City Council action.

Employees enrolled in the Maine Public Employees Retirement System, in accordance with 5 M.R.S.A. §5 (1121.4) may retire after twenty-five (25) years of creditable service.

F. Workers' Compensation

The City shall provide Workers' Compensation coverage to its employees.

G. Unemployment Compensation

The City agrees to provide unemployment compensation insurance for all bargaining unit members.

ARTICLE 15 - PROBATIONARY PERIOD

A. New Employees

1. For all purposes, except discipline and discharge, all new employees shall serve a probationary period of six (6) months from the date of hire and shall have no seniority rights during this period.

During the probationary period, new employees may accumulate but not use any leave other than bereavement, provided under this contract. If a probationary employee is removed from employment during said probationary period, the Union agrees that said removal shall be incontestable as a grievance or arbitration issue.

2. For purposes of discipline and discharge, the probationary period shall be twelve (12) months after completion of the Maine Criminal Justice Academy or the date the board waives the basic training requirement, during which period the City's right to discipline and discharge shall be incontestable and non-grievable.

B. Rehired Employees

1. Any rehired employee, who has already served the probationary period, shall be required to serve another six (6) months probationary period nevertheless; all prior seniority rights shall be lost. Any member who is laid off from the Saco Police Department shall retain all rights accrued for a period of twenty-four (24) months if

rehired. A laid off employee waives their right to further recall if they do not return to duty on a date as agreed between the Chief and the employee but in no event later than thirty (30) days from the date of recall. It shall be the responsibility of the employee to keep their address current with the Department.

2. All recalled police officers shall have, prior to their re-employment, at least one (1) physical or other examination by a physician of the City's choice. The City shall pay the cost of such examination. The report of the physical examination shall be made to the Chief on a form prescribed by the City Administrator and the same shall become a part of the employees' personnel record.

C. Leave of Absence

The Chief, with the concurrence of the City Administrator, may grant a leave of absence to any employee without loss of seniority rights.

D. Response Time

All persons appointed to the position of probationary employee in the City, shall reside (live) within thirty-five (35) road miles from the Police Station, while remaining with the Department. Members called in from home shall respond within one (1) hour if requested.

E. Physical Examinations

The City of Saco, through its Police Chief, may at any time, request a physical, or other examination of any employee. The request for other than a physical examination shall be for a reasonable cause. Should the employee refuse a physical or other examination requested by the Police Chief, they will be immediately suspended without pay until the examination is completed.

ARTICLE 16 - DISCIPLINE AND DISCHARGE

A. Disciplinary Reasons

All disciplinary actions shall be for just cause and subject to the grievance procedure. In the event of a discharge an employee must first be afforded a hearing to determine that just cause exists for discharge.

In the event of suspension or termination, the Union will have the right to take up the matter as a grievance at step 4, Article 17 "Grievance Procedure".

Disciplinary action may be imposed upon an employee for failure to fulfill their responsibilities as an employee. Violation of work rules, instances of unacceptable behavior, misconduct, or continued unsatisfactory performance will subject an employee to "progressive discipline". The Employer shall not discipline, suspend or discharge any employee without just cause.

B. Progressive Discipline

Progressive disciplinary action shall include oral reprimand, written reprimand, suspension, and discharge upon a work rule violation or other employee misconduct. Generally, the four (4) steps will consist of the following actions or other measures agreed upon by the parties.

1. Oral Reprimand

An oral reprimand warning to erring employees that their conduct or behavior is unacceptable and that further infractions will lead to more severe penalties.

2. Written Reprimand

A written reprimand is usually given after a previous oral reprimand regarding work rules, conduct, or performance. The report will become part of the employee's personnel file.

3. Disciplinary Suspensions

An ordered, absence from duty with or without pay, for a prescribed period of time, due to repeated violation of minor misconduct or for a single serious incident or offense. A record of the suspension will be signed by the employee, but in no way will be construed as admitting fault in the matter, and retained for a period of eighteen (18) months.

4. Demotion

A reduction in rank.

5. Dismissal

A last resort of action for an employee who either fails to improve their conduct or performance after imposition of progressive disciplinary actions or has committed a single act which is so egregious that dismissal is the appropriate remedy.

6. The above listed action or measures need not be applied in sequence depending on the severity of the offense or infraction.

C. Union Notice

When in the judgment of the department head, and as approved by the City Administrator, an employee's work performance or conduct justifies disciplinary action short of dismissal, the employee maybe suspended without pay for not more than ten (10) consecutive days. Written notification of said suspension and/or discharge under this section shall be given to the employee, the Union Steward and the Union office within twenty-four (24) hours of the incident.

D. Personnel File/Purging

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 six (6) months subsequent. All serious reprimands (excluding dismissal) shall be purged from the file if no reoccurrence or disciplinary action is received by an employee within an eighteen (18) month period subsequent to the serious

offense. In the event further disciplinary action is taken during the six (6) to eighteen (18) month period, the initial time period would again begin from the date of the subsequent action.

E. Restoration of Rights

Any employee found unjustly suspended or discharged shall be reinstated by the administrative decision or arbitrator's award with compensation for all lost time and with restoration of all other rights and conditions of employment in accordance with the decision rendered-

F. Motor Vehicle Operation

It is agreed that any police officer may be summarily suspended without pay if said police officer's right to operate a vehicle in the State of Maine is suspended or revoked. Said employee shall not accumulate seniority time during such suspension.

ARTICLE 17 - SETTLEMENT OF DISPUTES

A. Definition

Any dispute which, may arise between the parties concerning the meaning or application of the specific terms of this Agreement shall be settled in the following manner:

B. Days

For the purposes of this Article, days shall mean Monday through Friday, excluding legal holidays.

C. Procedure

1. Step 1 - Deputy Chief of Operations

The Grievance Committee, with or without the employee, shall take up the grievance or dispute with the Deputy Chief within ten (10) days of the date of the grievance or the employee's knowledge of its occurrence. The Deputy Chief shall attempt to adjust the matter and shall respond to the Steward within five (5) days of being contacted by the Grievance Committee.

2. Step 2 - Police Chief

If the grievance has not been settled at Step 1, it shall be presented in writing by the Grievance Committee to the Police Chief or their designee, within ten (10) days after the Police Chief's response is received or due whichever is earlier. The Police Chief or their designee shall respond to the Grievance Committee in writing within five (5) days of receipt of the written grievance.

3. Step 3 - City Administrator

If the grievance has not been settled at Step 2, it shall be presented by the Grievance Committee to the City Administrator or their designee, in writing, within ten (10) days after the response of the Police Chief is received or due, whichever is earlier. The City

Administrator or their designee shall respond in writing to the Grievance Committee (with a copy of the response to the Local Union President) within five (5) days of receipt of the written grievance.

4. Step 4 - Arbitration

- a. If the grievance is still unsettled, the Union, within fifteen (15) days after the reply of the City Administrator is received or is due, shall notify the City Administrator in writing of its intent to request arbitration.
- b. The arbitration proceeding shall be conducted by an arbitrator(s) to be selected by the City and the Union within seven (7) working days after the notice has been given. If the parties fail to select an arbitrator(s), either party may request the assignment of an arbitrator(s) by the American Arbitration Association and/or the Maine Board of Arbitration and Conciliation. The arbitrator(s) shall be requested to issue their/their decision within thirty (30) the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceeding shall be borne equally by the City and the Union, however, each party shall be responsible for compensating its own representative and witnesses.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator(s).

D. Grievance Committee

Employees selected by the Union to act as Union Representatives shall be known as "Stewards". The names of employees selected as stewards and the names of other Union Representatives who may represent the employees shall be certified in writing to the employer by the Local Union and the individuals so certified shall constitute the Union Grievance Committee. The purpose of the Grievance Committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss with the City other issues, which would improve the relationship between the parties.

E. Processing Grievances During Working Hours

Grievance Committee members may investigate and process grievances during working hours, with pay at the first step only, providing it imposes no hardship on the City and it is done within a period of time that will not infringe upon the employee's duties and responsibility to the City. If a group grievance is brought, no more than two (2) members of the group will be present at the hearing to adjust the grievance.

F. Extension of Time limits

The time limits specified above are the maximum time limits agreed to but may be extended by mutual agreement. The request for a time extension may be made verbally but must be confirmed in writing.

ARTICLE 18 - OVERTIME

A. Rate

Each employee shall be paid at the rate of time and one half (1 1/2) for all hours worked over forty (40) in one (1) week.

B. Distribution

Regular Duty - The City agrees to offer all regular duty overtime to the regular employees of the Police Department. The term "regular duty overtime" shall mean any work, which is normally performed by the employees of the Police Department. Regular duty overtime shall be offered on a rotating basis by bargaining unit.

C. Rotating List

Overtime will be filled from a rotating list. Refusal to work overtime will be noted as such but counted for purposes of the overtime rotation list as if it was worked. Supervisors will have their own overtime list to be used exclusively for the filling of overtime supervisor vacancies. Supervisors will be placed on the bottom of the overtime list for filling all other vacancies.

D. Emergency Work

This section shall also be used to fill positions during an "emergency situation" which shall be deemed to have occurred if:

Less than three (3) traffic units are available for operation during the second and third shifts, Monday through Friday, and during all shifts on Saturday and Sunday; or

Less than two (2) traffic units are available during the first shift, Monday through Friday;

If no supervisor is available; no supervisor to mean Sergeant or Corporal.

For the period November to April (winter months) the Shift Supervisor, at his discretion, may run short-manned on the manning clause on the third (3rd) shift and on the day shift on Sunday.

In the event that all of the above-mentioned procedures have been exhausted and the overtime vacancy remains unfilled, the following shall apply:

1. The overtime assignment shall be broken down into two (2) four (4) hour periods. A member of the shift that precedes the vacancy shall be ordered to work four (4) hours beyond their regular tour of duty, and a member of the shift that succeeds the vacancy shall be ordered work four (4) hours early.
2. The determination of who shall be ordered to work shall be made by the supervisor of

the squad, listing each member and making the assignment in alphabetical order on a rotating basis.

3. If a shift remains unfilled after complying with section (6), above, and all supervisors have been contacted, an order-in shall be made on a rotating basis utilizing off-duty supervisors. For the purposes of this section, the C.I.D. Supervisor and the Administrative Supervisor are to be included on the list of those considered.
4. Employees on a week's vacation shall not be subjected to the order-in procedure. Any employee ordered in on their day off to cover a uniformed assignment and not attached to a shift will be compensated at double time.

E. Computation

Sick leave will not be counted as "time worked" towards computation of overtime except in weeks in which an employee is "ordered in."

ARTICLE 19 - GENERAL PROVISIONS

A. Non-discrimination

The City and the Union agree not to discriminate against any individual with respect to compensation, terms, or conditions of employment because of such individual's race, color, religion, sex, national origin, age, marital status, or physical handicap except, as any of these factors may be bonafide occupational qualification. Neither shall the City nor Union limit, segregate, or classify employees in any way to discriminatorily deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age, or physical handicap.

B. Gender Neutral Language

Wherever possible, gender pronouns have been replaced to eliminate (or neutralize) references to gender in terms that describe people. It is intended to describe all employees in the job classifications.

C. Employee Rights

The City agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the City or any employee representative against any employee because of Union membership or because of any employees' activity in an official capacity on behalf of the Union. Any loss of duty time shall be cleared by the Supervisor.

D. Union Responsibility

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 20 - UNION BULLETIN BOARD

The City agrees to furnish and maintain a suitable bulletin board in the squad room. The Union shall limit its posting of notices and bulletins to such bulletin board. Said notices, etc. will be removed after seven (7) days. The Chief of Police is to be advised of all notices to be posted.

ARTICLE 21 - UNION ACTIVITIES ON CITY TIME AND PREMISES

An employee who is the authorized Steward of the Union (or Alternate) may be allowed time off with pay during his regular work or shift hours, by permission of the Chief, to investigate or to attend grievance hearing, and contract administration matters, but in no case shall such time exceed a total of two (2) hours per week for the Steward and Alternate combined except by written permission of the Chief.

ARTICLE 22 - POLITICAL ACTIVITIES

Employees of the City are expected to exercise their legal rights as citizens to vote, except that they will not engage in any political activity insofar as City government is concerned and shall not participate in City election campaigns or hold any City elected office or appointed position. Any employee choosing to become a candidate for a City elected office will be expected to first resign from the services of the City.

ARTICLE 23 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

A. Management Rights and the Maine Labor Relations Act

The City retains the rights and authority to manage and direct its employees, except as otherwise specifically provided for in this Agreement. It is recognized by way of illustration and not by way of limitation that such rights and authority include, but are not limited to, the right and authority to exercise control and discretion over the organization and the efficiency of the operation of the department; to set standards for service to be offered to the public; to direct the employees of the department, including the right to assign work and overtime, to hire, examine, classify, evaluate, promote, transfer, assign and schedule employees in positions with the City; to suspend, demote, discharge, or take other disciplinary action against employees; to increase, reduce, or change, modify or alter the composition and size of the workforce, including the right to relieve employees from duties because of lack of work or funds or other legitimate reasons; to establish, modify, combine, or abolish job positions and classifications; to change or eliminate existing methods of operation, equipment, or facilities; to establish, implement and maintain effective safety, health, and property protection measures; to create, modify, or delete the rules and regulations; and to take necessary action to carry out the mission of the Department in cases of emergency.

B. Department Rules

When existing rules are changed, or new rules are established (providing such rules are not inconsistent or do not conflict with the terms of this Agreement) they shall be posted prominently on all bulletin boards for a period of five (5) consecutive work days before becoming effective.

C. Copy of Rules

The City agrees to furnish each employee in the bargaining unit with a copy of all work rules within thirty (30) days of their effective date. New employees shall be furnished with a copy of the rules at the time of hire. It will be the responsibility of the employee to daily read the bulletin board for memorandums and working rules.

Annual Updates - No later than February 28th of each year, all employees will be furnished with updated working rules.

D. Compliance

Employees shall comply with all work rules unless and until it is established that they are inconsistent or in conflict with the terms of this Agreement and provided the rules are uniformly applied and uniformly enforced.

E. Complaints

Any unresolved complaint as to whether or not any new or existing rules are inconsistent or in conflict with the terms of this Agreement, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

ARTICLE 24 - UNIFORMS AND PROTECTIVE CLOTHING

A. Uniforms

The City shall be responsible for furnishing the employee with a basic clothing allotment. The City will provide the one hundred percent (100%) replacement of a basic maintenance list, which shall include:

4 complete BDU uniforms, including pants, short sleeves and long sleeves	1 "Class A" uniform	2 pairs of footwear; 1 pair of summer and 1 pair of winter boots or as otherwise approved by the Chief
1 winter jacket	1 summer jacket	1 raincoat
NIJ-approved body armor	1 summer hat with rain cover	1 winter hat
1 class B necktie	1 class A necktie	

B. Maintenance

The cost of maintaining the uniform or protective clothing in proper working condition including tailoring and adjustments shall be paid by the City. Each and every officer of the Department shall be furnished with fully equipped leather goods, equipped to the requirements of the City, which shall remain the property of the City.

C. Allowance

A clothing allowance of five hundred and forty (\$540) per fiscal year will be allocated to Detectives and beginning July 1, 2010 the CID clothing allowance will be increased to \$560 per fiscal year. Two hundred and eighty (\$280) will be paid after six (6) months of employment and each six (6) months thereafter. Administrative Supervisor shall receive a three hundred dollar (\$300) yearly clothing allowance. Said clothing must be authorized by the Chief or their designee.

ARTICLE 25 - TRAINING AND EDUCATIONAL INCENTIVE

A. Employees, as well as the City, benefit from the continuing educational opportunities provided by the City. All educational programs authorized by the City shall be designed to improve performance or meet technical requirements of the employee's current or future position. Candidates interested in pursuing additional training and job-related educational credits shall not be appointed and/or chosen in arbitrary manner. This training and educational incentive will be paid by the City as outlined in the City's personnel ordinance up to the maximum.

B. Public Administration Degree

Public administration or other related degrees may be substituted with advanced approval from the City Administrator. Any employee wishing to pursue a Public Administration Degree must first attain an Associate Degree in Law Enforcement Technology or Criminal Justice.

C. Certification

The City shall bear the cost of all mandatory training classes necessary to fulfill certification requirement. It is the responsibility of the Department Head to determine the cost of such certification and to make the appropriate budget request.

D. Minimum Grade Requirement

Employees wishing to enroll in educational or vocational work that is directly related to their position must secure prior approval with the Chief of Police. In cases where the approval is granted, the City will reimburse the employee for the cost of tuition up to the maximum equal to the University of Southern Maine rates provided that the employee completes the course and makes a passing grade of "C" or better. Employees are encouraged to attend classes offered after normal working hours. Exceptions may be granted by the City Administrator on a case-by-case basis. The City shall reimburse the employee for the cost of

the primary textbook and that textbook shall become the property of the City as part of the Police Department Library.

ARTICLE 26 - NO STRIKE OR LOCKOUT

A. Work Stoppage

In the event of a stoppage of work, slow down or strike, the City shall have the right to terminate any and all employees involved in said stoppage of work, slow down, or strike.

B. Lockout

The City agrees that during the term of this Agreement, there will be no lockout of its employees in the Police Department of the City of Saco.

ARTICLE 27 - MEMBERS' RIGHTS

A. Introduction

The Chief or Deputy Chief(s) shall be responsible to ensure that all allegations of misconduct and other violations shall be investigated. Such investigation shall be completed within a reasonable time based upon the circumstances of the alleged misconduct and the investigation. If the investigation is as a result of a complaint from the public, misconduct, or other violations that come to the attention of a superior officer, the following shall be followed:

B. No Probable Cause

The Chief, Deputy Chief(s), or designated officer shall investigate all such allegations.

Such investigator shall inform any member under investigation and their commanding officer of the nature of the investigation before it commences. If diligent efforts to contact the member fail, the investigator shall advise the designated representative of the command unit. Sufficient information to apprise the member of the specific allegations will be provided. The investigating officer shall be allowed to interview the complainant prior to notifying the member. Where no probable cause is found, the investigation will terminate, and the record shall not become part of the member's personnel file.

C. Probable Cause

When an investigator believes that there is reasonable cause to interview a member under investigation concerning an alleged violation of the department's operating procedure or misconduct, the member shall be afforded forty-eight (48) hours notice, unless an emergency exists, or such right is waived, to contact and consult privately with an attorney or other counsel of their own choosing before being interviewed.

1. The interview of any department member shall be at a reasonable hour, preferably when the member is on duty, and during the daylight hours, unless the course of the investigation dictates otherwise, and such interview will be conducted without

unreasonable delay.

2. The interview shall take place at a location designated by the investigating officer and shall be at the police station when feasible. If requested, a representative may be present at the initial interview and shall be allowed to confer privately with the employee.

The member of the department being questioned shall be informed of the identity of all persons present during the interview. If it is known that the member of the department being interviewed is a witness only, s/he shall be so informed. The interview shall be conducted with the maximum amount of confidentiality possible. The questions shall be specifically related to the alleged violation. If any previously undisclosed matter is discovered which may be subject to investigation, it shall be handled pursuant to this procedure.

3. If after the investigating officer has interviewed the complainant and the member in question and it is determined by the Chief or Deputy Chief that such misconduct, or other violation, is not a dismissible offense or of such magnitude that a suspension would result, the findings shall be provided to the member's commanding officer for disposition within ten (10) working days of such determination and the member so informed.
4. Upon completion of such investigation where probable cause exists to warrant suspension or dismissal, the results or such investigation interviews shall be provided to the Chief. In such cases, when formal charges are preferred, such charges shall be provided the member in question in writing and a copy provided to the President of the commanding unit.

D. Criminal Investigation

Any criminal investigation of or concerning said member conducted by an outside, i.e. District Attorney or State Attorney General may cause the Police Chief or their designated investigating officer to suspend any interdepartmental investigation and to suspend the individual member immediately without pay pending the results of the external investigation. In cases where probable cause exists that a criminal offense has been committed, the member may be suspended immediately without pay pending disposition of the charges.

E. Polygraph Examination

If a member under investigation is requested to submit to a polygraph examination, they will be furnished a list of questions to be asked, sufficiently prior to the examination to enable the member to confer with counsel of their choosing prior to the polygraph examination. If a member is requested to submit to any type of test, s/he shall be advised of the test and the member will be afforded an opportunity to obtain a similar independent test if available.

F. Completion of Investigation

Within fifteen (15) calendar days of the completion of the investigation, the member shall be

advised of the final outcome. No charges shall be brought unless the proper interview procedures were followed and as outlined in the previous paragraph and probable cause was found by the investigating officer.

G. Extension of Time Limits

The Chief or their designated investigations officer shall have the ability and option to extend the time limits and notice requirements of the above referenced procedure provided that written notification is given to the individual member being investigated.

H. Procedural Errors

Failure to follow the above procedure, unless waived by the member in question, shall result in dismissal of all charges, with prejudice, and destruction of all related records.

I. Garrity Warning

If a member of this Department is directed to appear and answer questions before the Chief or their designee, the following warnings shall be given to the member concerned prior to the commencement of the interview. Officer _____, you are being questioned as part of an official investigation of the Saco Police Department. 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 this investigation. If you do so, you may be subject to suspension, termination, or some other appropriate penalty. If you so desire not to invoke the Constitutional privilege, anything said of an incriminating nature may not be used against you in a criminal proceeding.

ARTICLE 28 - COURT TIME PAY

Any employee who is required to attend court, license, or liquor hearings outside of their regular work shift, shall receive a minimum of three (3) hours pay at one and one half (1½) times the employee's base hourly rate of pay. In the event the employee is not notified of a court or hearing cancellation within two hours of their scheduled court or hearing, they will be paid the full three (3) hours pay at one and one half (1 ½) times the employee's base hourly rate of pay.

ARTICLE 29 - TERMINATION

This Agreement shall be effective as of the first day of July 2018, and shall remain in full force and effect until the 30th day of June 2021, midnight. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to

the other party not less than ten (10) days prior to the desired termination date which shall not be before the termination date set forth in the preceding paragraph.

ARTICLE 30 - SAVINGS AND SEPARABILITY

If any article or section of this Agreement or any riders thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or in compliance with or enforcement any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereof, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement or has been restrained shall not be affected thereby.

Any article or section declared invalid or unenforceable according to paragraph A of this section shall be renegotiable at the time of said declaration, however, all other articles shall remain as negotiated at that time of the Agreement signing.

ARTICLE 31 - JURY DUTY

The City shall pay an employee assigned to jury duty their regular salary provided however, the said employee remits all jury duty compensation to the City.

ARTICLE 32 - PHYSICAL FITNESS

Every sworn member of the Department is encouraged to complete an annual physical aptitude test (PAT) mutually agreed to by the Union and the City. All costs relative to the program shall be borne by the City. All sworn members are encouraged to maintain a level of physical fitness appropriate to the demands of police work. The PAT shall be optional.

The PAT will consist of the Maine Criminal Justice Academy entrance physical test with the following three components:

- One Minute Sit-Up Test
- One Minute Push-up test
- 1.5 Mile Run/walk

No standards established will be discriminatory and the standards set are minimum standards. It is recognized that these above standards incorporate the Maine Criminal Justice Academy Physical Fitness Standards and that such standards are subject to change. Any change in the standards, therefore, shall become part of this program and such changes shall become part of the Contract.

Should an employee have a physician confirmed condition or injury that prohibits him/her from completing any of the standard components of the PAT, an alternative test may be used. This alternative test and the minimum standard for the alternative test shall be based upon the alternative

tests deemed acceptable by the Maine Criminal Justice Academy.

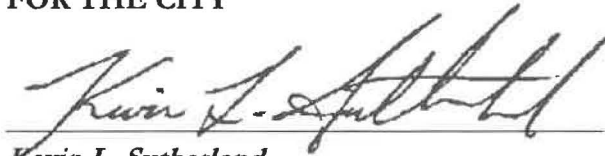
Any member that meets the minimum standards at the MCJA 40th percentile shall receive an annual \$350.00 stipend

ARTICLE 33 - EFFECTIVE DATE

Provisions of this Agreement become effective upon date of signing by both parties, unless otherwise specified.

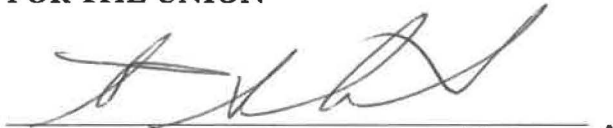
IN WITNESS WHEREOF, the parties have hereunto set their hand this 18th day of December 2018.

FOR THE CITY



Kevin L. Sutherland
City Administrator

FOR THE UNION



~~Theodore Gagnon~~ *Scott A. Sicard*
Union Representative
Saco Police Command Unit, Maine Association of Police

APPENDIX A - SALARY WAGES

	July 1, 2018 3%	July 1, 2019 3%	July 1, 2020 3%
SERGEANTS	\$30.46	\$31.37	\$32.31
CORPORALS	\$28.70	\$29.56	\$30.45
DETECTIVES	\$27.65	\$28.48	\$29.33

Percentage increases are rounded to the nearest penny for each subsequent year's calculation.

LONGEVITY

In addition to the above, employees shall receive a longevity increase added to their base rate on their anniversary date of employment at the listed intervals. The base rate of pay is defined as the base salary rate including any educational incentive pay. The longevity increases are calculated by compounding the percentage rates as the employee reaches the associated anniversary date and respective tenure. Longevity will be paid as follows:

- Two percent (2%) for over four (4) years of service
- Two percent (2%) (total 4%) for over eight (8) years of service
- Two percent (2%) (total 6%) for over twelve (12) years of service
- Two percent (2%) (total 8%) for over sixteen (16) years of service
- Two percent (2%) (total 10%) for over twenty (20) years of service

All step increases will take effect at the next full pay period after attainment of anniversary date.

HIGHER PAY FOR HIGHER CLASSIFICATION

Any member of the bargaining unit who works for more than ten (10) consecutive days in a higher classification, excluding vacations, floating holidays, and vacation days, shall be entitled to receive pay at the rate appropriate to said higher classification for the days worked in the higher classification.

The City shall not arbitrarily cease working an employee in higher classification in order to avoid payment for the premium of working the higher classification.

PAY DAYS

Employees will receive their paycheck every other Friday.

DIRECT DEPOSIT

The City may require all employees to utilize direct deposit.

EDUCATIONAL INCENTIVE

1. Associate Degree \$.30/hour
2. Bachelor's Degree \$.37/hour
3. Master's Degree \$.44/hour