

**AGREEMENT**

BETWEEN THE

CITY OF SACO

AND

TEAMSTERS LOCAL NO. 340

Saco Public Safety Support Unit

**July 1, 2018 – June 30, 2021**

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This Agreement is entered into by the City of Saco, hereinafter referred to as the Employer, and Teamsters Local Union No. 340, hereinafter referred to as the Union.

## **ARTICLE 1 - RECOGNITION**

- A.** The Employer recognizes the Union as the sole and exclusive bargaining agent for the Saco Public Safety Support Unit of the Saco Police Department for the purpose of collective bargaining and entering into an agreement 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. Seq. as amended. The Union thoroughly recognizes that the Employer will determine the work to be performed by the Police Department and the Police Chief and the 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 standard.

## **ARTICLE 2 - UNION SECURITY**

### **A. Membership**

Membership in the Local Union is not compulsory, membership in the Local Union is separate, apart and distinct from the assumption by an employee of their equal obligation to the extent that he receives equal benefits. The Local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not for members in the Local Union.

### **B. Fair Share**

This Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of employees in the bargaining unit. Accordingly, it is fair that each employee in the unit pay their own way and assumes their fair share of the obligations along with the grant of equal benefits contained in this Agreement. In this regard, employees may elect to accept the provisions of ¶C. below.

1. Employees may become members within thirty days of employment.

### **C. Maintenance of Membership**

All employees who are members of the Union as of the date of this Agreement, and all employees who hereafter become members of the Union, shall as a condition of employment, maintain their membership in good standing in the Union for the duration of this Agreement.

## **ARTICLE 3 - CHECKOFF**

### **A. Dues Deduction**

The Employer shall deduct on a bi-weekly basis dues and initiation fees upon receipt of a signed authorization from the member (a copy of which is to be retained by the Employer) and a certified statement from the Secretary-Treasurer of the Local Union as to the amount of the dues. All such forms shall be supplied by the Union. The Employer shall forward all such dues so collected to the Secretary-Treasurer of Teamsters Local 340, 27 Main Street, South Portland, Maine 04116, within ten (10) days after the month in which deductions are made. The Union shall indemnify and save the Employer harmless against all claims and suits, which may arise by reason of any action taken in making deductions of said money and remitting the same to the Union pursuant to this Article.

### **B. DRIVE**

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

### **C. Financial Institution**

The Employer agrees to deduct designated amounts bi-weekly from the wages of those employees who shall have given the employer written notice to make such deductions. The amount so deducted shall be remitted to a financial institution except in those weeks during which the employee's earnings shall be less than the amount authorized for the deduction.

## **ARTICLE 4 - HOURS OF WORK**

### **A. Regular Hours**

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 lunch period. The work week shall start at the beginning of the 1st shift on Monday and end at the conclusion of the 3rd shift on Sunday.

### **B. Work Week**

1. For Dispatch, the work schedule shall consist of four (4) consecutive eight and one-half (8-1/2) hour days with two (2) consecutive days off in accordance with assigned shifts as presently established for Public Safety Dispatchers.

2. The union can request to negotiate a Memorandum of Understanding which would include the animal control officer, if the position is not filled by a sworn officer.
3. Any vacancies created by the Court Officer may be filled by various personnel at the discretion of the Police Chief.
4. The Data Entry personnel must be fully certified in dispatch and shall work a schedule that facilitates dispatch replacement. They shall work eight (8) hour work days. When two (2) data entry personnel are available, they shall work an alternating schedule on the first and second shift at the discretion of the Police Chief. (Monday-Friday and Tuesday-Saturday).
  - a. Data entry personnel shall fill dispatch vacancies on the shift they are scheduled to work.
  - b. Third shift vacancies of four days or more shall be filled by the utility dispatcher at the discretion of the Chief if the days-off rotation matches.
  - c. Third shift vacancies predicted to exist for four weeks or more shall be filled by the utility dispatcher at the discretion of the Chief.
  - d. The utility dispatcher shall generally work the second shift when not filling other vacancies.
  - e. Data entry personnel shall be in the normal rotation for the purpose of being ordered in at the beginning and end of their shift.
5. The Court Officer position is a 40-hour Monday thru Friday position. Given the nature of the Court Officer's position, the Police Chief may use their discretion to allow the Court Officer flexibility to perform job duties off site. Any offsite work shall be allowed only with the permission from the Police Chief and may be amended or eliminated at their discretion without recourse. The Union acknowledges that any such occurrences shall not constitute a past practice.

**C. Call Back**

Employees recalled to work shall receive a minimum of three (3) hours call back pay. Call back shall be paid at time and one half (1 1/2) the employees' rate of pay. Call back shall not be paid when such time is annexed to the beginning or end of a shift.

**ARTICLE 5 - REST PERIODS/MEAL PERIODS**

**A. Rest Period**

All employees work schedules shall provide for a reasonable rest period during each one half (1/2) shift. The rest period shall be scheduled in 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. Employees shall be granted time to eat and will be paid for said time when working a double shift.

**B. Meal Period**

Meal period shall be construed to mean thirty (30) minutes and shall be scheduled at mid-shift

whenever possible.

**C. Work Beyond Regular Time**

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 the next shift. Said rest period shall be construed generally to mean thirty (30) minutes. It is clearly understood that for the purpose 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) minutes break other than at the beginning of the second shift in case of emergency.

**ARTICLE 6 - OUT OF TOWN EXPENSES**

Employees on official business, out of Town for the Employer, with prior approval of the Police Chief, shall be paid at the amounts set by the City’s Reimbursement Policy for meals and lodging and shall be paid the IRS rate per mile if using personal vehicles. Personal vehicles may only be used when Employer vehicles are not available or with the expressed approval of the Police Chief. It is the responsibility of the employee to seek prior approval from the Chief or the Chief’s designee before using their vehicle to travel.

**ARTICLE 7 - HOLIDAYS**

**A. Recognized and Observed Holidays**

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       | 12. Two (2) Floating Holidays<br>(may be taken anytime<br>during the calendar year) |

**B. Floating Holidays**

Nine (9) of the above holidays may be taken as floating holidays and may be taken at the discretion of the Police Chief at a time agreeable to the Police Chief and the individual employee. The remainder of the holidays shall be cashed in and be paid out or may be taken at the time that does not create scheduled overtime. Employees shall be allowed to take Holiday time in half (½) day increments. For Dispatch, this would mean four and a half (4 ½) hours if the first half of the shift is taken and four (4) hours if the second half of the shift is taken.

All hours worked as dispatchers on Christmas and Fourth of July shall be paid a \$200 stipend in addition to their regular pay for the shift.

**C. Pay in Lieu of Holidays**

Any employee may elect to take any of the holidays as compensation at the straight time rate at eight and one half (8½) hours per holiday payable the first regular pay period in December or to be paid during the employee's short weeks. If the employee wishes to cash-in their holidays and have them paid out through the year, the employee must make the determination at a time designated by the Police Chief.

**D. Holiday Definition**

A holiday is eight and half (8.5) hours for public safety dispatchers and eight (8) for the Court Officer and Data Entry Clerk positions.

**ARTICLE 8 - SICK LEAVE**

**A. Accrual**

Employees shall accrue 3.69 hours of sick leave per pay period to accumulate to a maximum of nine hundred and sixty (960) hours. Sick leave for the current month will be granted after the employee has been compensated for least one half (1/2) of the month. When sick leave is used in conjunction with the Short Term or Long Term Disability insurance, the employee shall only have charged against their sick leave the time actually paid for.

**B. Provisions**

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

**C. Certification**

At the discretion of the Police Chief, an Employer nurse or physician will call upon any person on sick leave. Any person on sick leave without a doctor's certificate will be required to remain on their premises. The Police 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 Employer. Sickness of more than three (3) days duration shall require a doctor's certificate.

**D. Family Sick Leave**

Employees may use up to forty (40) hours per year to care for ill family members to be deducted from the employee's accrued sick leave.

Employees may have forty (40) additional hours of family sick leave which will remain in effect unchanged for the duration of the contract. Approvals may be made at the discretion of both the police chief and the City Administrator. Said approvals will not be precedent setting and will not constitute a past practice.

The City of Saco provides Family Medical Leave to eligible employees under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the Maine Family and Medical Leave Act

(MFMLA).

Employees should make an appointment to meet with Human Resources to discuss their FMLA options and if it is a FMLA qualified event, may use their sick or vacation time while out on FMLA.

**E. Unused Sick Leave**

1. Upon separation from employment in good standing, the employee shall be paid for thirty-five percent (35%) of their accumulated hours, provided the employee has been employed ten (10) years. The employee shall be paid fifty percent (50%) of their accumulated sick hours provided the employee has been employed twenty (20) years. The employee shall be paid seventy percent (70%) of their accumulated hours provided the employee has been employed thirty (30) years
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 employee's spouse, and in the case the employee is not married, to the beneficiary designated on the employee's group life insurance plan with the Employer.

**F. Attendance Incentive**

The Employer shall pay an incentive of eight and half (8½) hours pay to any dispatcher who uses seventeen (17) hours or less of sick leave in a six (6) month period from January 1 to June 30 and July 1 to December 31 and (8) hours pay to the Court Officer and Data Entry Clerk who uses sixteen (16) hours or less of sick leave in a six (6) month period from January 1 to June 30 and July 1 to December 31. Employees who use sixteen (16) hours or less, or seventeen (17) hours or less (depending on their shift length) in two consecutive six (6) months periods will earn an additional four (4) hours in 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 Human Resources for an application.

**G. Maximum Accumulation**

The provisions of this Article are that the employee may not use or be credited with an excess of ninety-six (96) hours per year. 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 and sixty (960) hours of sick leave through June 30th of that year and uses forty-eight (48) hours or less sick hours during that year will be made whole January 1st, of that year.

**H. Sick Leave Bank**

Employees who have accumulated a sick leave maximum of nine hundred and sixty (960) hours may, at their option, choose to place up to forty (40) hours of sick leave per year into a sick leave bank. Sick leave days deposited into the bank shall be made available to employees within the bargaining unit who have depleted their sick leave due to a serious illness or disability. Eligibility for using banked sick leave shall be determined by an Employee Review Committee, comprised of three (3) Union representatives appointed by the Union's

Bargaining Agent and Shop Steward. Any employee applicant approved by the Employee Review Committee shall not receive more than sixty percent (60%) of the accumulated days deposited into the sick leave bank.

**I. Employee Review Committee**

The Employee Review Committee shall establish eligibility requirements that set forth reasonable standards for use of sick leave deposited in the bank. Those eligibility requirements shall include waiting periods, disability, or illness covered, and other related information. Final approval of Sick Leave Policy shall rest with the City Administrator or their designee to ensure that provisions of individual programs do not conflict with applicable Employer ordinances or Maine State statutes.

**ARTICLE 9 - SENIORITY**

**A. List**

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

**B. Seniority within the Union**

Seniority within the Union shall be a governing factor in all matters affecting shift preference, reduction in work force and recall provided the employees are equally qualified, and vacation preference.

**C. Seniority within the City**

Seniority within the City shall be based on the employee's last date of hire and shall be a governing factor for vacation and sick accrual as well as the steps in longevity percentages.

**ARTICLE 10 - WAGES**

**A. Wages**

See Appendix A – Salary Scale (Page 25)

**B. Direct Deposit**

Employees may elect to receive pay by check, direct deposit or a combination of both direct deposit and a paycheck.

**C. Pay Days**

Employees will receive their paycheck bi-weekly.

## ARTICLE 11 - ANNUAL VACATIONS

### A. Schedule

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 the 4 <sup>th</sup> year	80 hours	3.077 hours
Beginning the 5 <sup>th</sup> year through completion of the 9 <sup>th</sup> year	120 hours	4.615hours
Beginning 10 <sup>th</sup> year through completion of the 25 <sup>th</sup> year	160 hours	6.153846 hours
Beginning of 26 <sup>th</sup> year until retirement	200 hours	7.692307 hours

### B. Order-Ins on Vacation

There shall be no order-ins on vacation. An employee's vacation will commence at the end of the employee's last scheduled shift prior to vacation and the vacation period will end at the start of the employees first scheduled shift after the vacation period.

### C. Accrual

Annual vacation leave shall not be cumulative. Entitlement to vacation under this section shall be determined as of the employees' anniversary date each year and accrued on a bi-weekly basis. Exceptions may be made for emergencies at the discretion of the Police Chief. Vacation request must be submitted in writing to the Chief of Police thirty (30) days in advance. Upon separation of employment, the Employer shall pay all accrued vacation to employees in good standing. At the employee's anniversary date, only the maximum accrued vacation may be carried forward. *Vacation* time off shall be scheduled at such time or times as shall be mutually agreeable to the Employee and the Employer, except in the case where the Employee fails to schedule or take vacation time off within the prescribed time, and in such cases the Employer may direct the Employee to take the time off.

### D. Request for Vacation before February 1st

Each employee may submit requests for all or part of their vacation entitlement (see §A) on or before February 1st of each year. Vacations may be locked in until March 1st of the following calendar year. Vacations so requested shall be scheduled on basis of seniority.

**E. Request for Vacation after February 1st**

Any vacation requests not submitted by February 1st must be presented in writing thirty (30) days in advance unless for an emergency, and will be scheduled by seniority, but will not displace any vacations in §D.

**F. Allowance of Vacation Time**

One dispatcher of the unit may be off on vacation during any week of the calendar year. Additionally, the Court Officer or one Data Entry Clerk may be on vacation in conjunction with a dispatcher provided that they do not work the same shift and the schedule is not adversely impacted. Preference will be given by seniority and the second unit member's vacation cannot be locked until 15 days prior to the vacation. Use of sick leave while on a scheduled vacation is prohibited.

**ARTICLE 12 - PAID LEAVE**

**A. Family Death**

In the event of a death of an employee's spouse, significant other, domestic partner or children, they shall be granted 42.5 hours leave of absence with full pay to make household arrangements for Dispatch and 40 hours leave of absence with full pay to make household arrangements for the Court Officer and Data Entry personnel. In the event of a death of an employee's mother, father, sister, brother, step-parents, step-children, grandmother, grandfather, grandchildren, spouse/significant other/domestic partner's grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, they shall be granted up to 25.5 hours leave of absence with full pay for Dispatch and up to 24 hours leaves of absence with full pay for the Court Officer and Data Entry personnel to make household arrangements and arrange for funeral services, to attend funeral services, or to attend end of life celebrations.

**B. 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 Head with proof of death.

**C. Other Relatives**

For relatives, including those of the employee's spouse, other than those mentioned above, such as aunt, uncle, niece, nephew, first cousin, eight and half (8½) hours leave for dispatcher's and eight (8) hours leave for Court Officer and Data Entry Clerk will be granted with pay to attend funeral services, or to attend end of life celebrations.

**D. Additional Leave**

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

## **ARTICLE 13 - INSURANCE AND RETIREMENT**

### **A. Worker's Compensation**

The Employer shall provide Worker's Compensation coverage to its employees.

### **B. Medical Insurance**

1. The Employer shall participate in the Maine Municipal Employees Health Trust (MMEHT) PPO-500 plan or comparable with an 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 for an employee with any dependents (spouse and/or children) enrolled in the plan.

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. The HRA funds shall be used in full prior to employees using their own funds to cover out of pocket expenses. If the City changes plans, it must be to a plan that is equal to or better than the PPO 500 with the HRA provided herein.

2. Employees shall split the monthly premium eighty (80%) percent employer and twenty (20%) percent employee.
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 fifty (\$150)
4. When an employee retires and qualifies as a retiree with Maine Municipal Employees Health Trust, he or she may continue his or her health coverage with the Trust so long as permitted by the Trust.

### **C. Dental/Optical Fund**

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.

The City shall provide the employees with a dental program with an 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 their elected premium. If an employee can provide documentation that they are covered under another dental plan, the employee shall be entitled to the \$325 stipend as outlined above.

**D. Section 125 Flexible Plan**

The Employer will make available a Section 125 Plan for payment of medical insurance premiums. In addition, qualified medical expenses and dependent care spending accounts will be available to employees. Maximum election for medical expense reimbursement shall be \$2,500 per year. 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. 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.

**F. Unemployment Compensation Insurance**

The Employer agrees to provide Unemployment Compensation Insurance for all bargaining unit members.

**G. Retirement**

All full-time employees are able to participate in the Maine State Retirement System or the City's own retirement programs; the Great West 457 Deferred Compensation Program, the ICMA 457 Deferred Compensation Retirement Plan or the ICMA 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 Plan - current participants of Maine Public Employees Retirement Plan 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.
2. 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. Empower Retirement Deferred Compensation Plan – All full-time employees are offered the option of participating in the 457 deferred compensation plan with Empower 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.
4. International City Manager's Association – Retirement Corporation (ICMA) 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.
5. Enrollment requirements, employee contribution (for the Maine State Retirement System only), city contribution and benefit provisions shall be determined by state statute and/or City Council action.

## **ARTICLE 14 - NEW EMPLOYEES**

### **A. Probationary Employees**

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. If a probationary employee is removed from employment during said probation period, the Union agrees that said removal shall be incontestable as a grievance or arbitration issue.

### **B. Rehired Employees**

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

### **C. Leave of Absence**

The Police 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 of Saco shall reside (live) within thirty-five road miles of the Saco Police Department. Employees who presently reside outside of the thirty-five road miles of the Saco Police Department may continue to do so, however, should these employees move, they shall not increase the present distance from the City of Saco Police Department.

**E. Physical Examinations**

**1. New Employees**

All new employees including rehired employees shall have, prior to their employment, at least one physical examination by a physician of the City's choice and the Employer will absorb the cost. Report of the physical examination shall be made by the Police Chief on a form prescribed by the City Administrator and the same shall become a part of the employee's personnel record.

**2. Current Employees**

The Employer, through its Police Chief, may at any time request a physical examination of any employee. Should the employee refuse a physical examination requested by the Police Chief, she/he will be summarily suspended without pay until the physical examination is completed.

**ARTICLE 15 - DISCIPLINE AND DISCHARGE**

**A. Discipline**

Disciplinary action or measures shall include but not be limited to the following:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Discharge (after proper hearing)

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

**B. 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 discharge hearing whether they request it or not. When an employee is notified of a pending discharge hearing, said notice shall contain any/all alleged violations or misconduct. Said hearing shall be held at a mutual convenient time and date to allow the parties sufficient time to prepare. This meeting shall be used to determine whether just cause exists for discharge.

**C. Purging**

All disciplinary actions less than suspension shall be removed from an employee's personnel file after twelve (12) months provided there is no subsequent discipline during the period. All disciplinary suspensions shall be removed after twenty-four (24) months providing there is no subsequent discipline during the period.

**ARTICLE 16 - SETTLEMENT OF DISPUTES**

**A. Definition**

A grievance is hereby defined as any dispute, controversy, or misunderstanding, which may arise under the interpretation or application of this Agreement.

**B. Procedure**

Step 1 – Deputy Chief Support Services

The Steward, with or without the employee, shall take up the grievance or dispute with the Deputy Chief Support Services within seven (7) working days of the date of the grievance or the employee's first reasonable knowledge of its occurrence. The Deputy Chief Support Services shall attempt to adjust the matter and shall respond to the Steward within five (5) working days of when the matter is brought to their attention.

Step 2 - Police Chief

If the grievance has not been settled at Step 1, it shall be presented in writing by the Steward to the Chief of Police, within seven (7) working days after the Deputy Chief Support Services response has been given or is due, whichever is earlier. The Police Chief shall meet with and respond to the Steward or business agent, as appropriate, in writing within five (5) working days of receipt of the written grievance.

Step 3 - City Administrator

If the grievance still remains unadjusted, it shall be presented by the Union to the City Administrator in writing, within ten (10) working days after the response of the Police Chief has been given or is due, whichever is earlier. The City Administrator shall meet with the Union within seven (7) days of receipt of the written grievance. The City Administrator shall respond in writing to the Union Steward and the employee with a copy or the response to the Teamsters Local 340 within ten (10) days of a meeting.

Step 4 - Arbitration

If the grievance is still unsettled the Union may, within ten (10) working days after the reply of the City Administrator is received or is due, whichever is earlier, by written notice to the City Administrator, request arbitration. The arbitration proceeding shall be conducted by an arbitrator(s) to be selected by the City and the Union within ten (10) working days after notice has been given. If the parties fail to select an arbitrator(s) the Union may request the services of the Maine Board of Arbitration and Conciliation within ten (10) working days after notice of appeal has been given. The Arbitrator(s) shall be requested to issue their decision within

thirty (30) days after 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 representatives and witnesses. If either party desires a verbatim record of the proceeding, 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).

**C. Days**

For the purpose of this Article, working days shall be construed to mean Monday through Friday of each week, excluding legal holidays, both days inclusive.

**D. Processing Grievances During Working Hours**

Stewards may investigate and process grievances during working hours, providing it impairs no hardship on the Employer and it is done within a period of time that will not infringe upon the employee's duties and responsibility to the Employer. 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.

**ARTICLE 17 - OVERTIME**

**A. Rate**

1. Each employee shall be paid at the rate of time and one half (1 1/2) for all hours worked over forty (40) hours in one (1) week.
2. Sick leave will not be counted as "time worked" towards the computation of overtime except in weeks in which the employee is "ordered in".

**B. Distribution**

1. The employer agrees to offer all regular duty dispatch overtime to members of the dispatch unit. The term "regular duty overtime" shall mean any work, which is normally performed by this unit.
2. Regular duty overtime shall be offered on a rotating basis by unit. When the department is unable to fill an eight (8) hour shift or opening, the shift shall be offered in four (4) hour increments to unit employees.

**C. Procedure**

The procedure to fill overtime vacancies shall be as follows:

1. A rotating card file will be established and employees, upon acceptance or refusal of overtime, will rotate to the rear of the file. If an employee cannot be contacted, is on vacation, sick leave, or other authorized leave, their position in the file will remain unchanged.
2. Employees who work outside details shall be paid a minimum of four (4) hours at their overtime rate and overtime rate for hours worked beyond the four (4) hours.

**D. Emergency Vacancies**

This article shall also be used to fill dispatch positions during an “emergency situation” which shall be deemed to have occurred.

1. The procedure to fill emergency vacancies shall be in accordance with §B. of this Article, provided however, if a dispatcher replacement cannot be obtained, the offer to work the overtime assignment shall be made to the employees outside the unit in accordance with the same procedure as outlined in §B. above.
2. In the event that all of the above mentioned procedures have been exhausted and the overtime vacancies remains unfilled the following shall apply:
3. 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 that vacancy shall be ordered to work four (4) hours early. Data entry personnel preceding or succeeding a vacancy in dispatch shall be part of the ‘order-in’ rotation.
4. 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.
5. It is expressly understood that there shall be no obligation on the Employer to fill emergency vacancies for the court officer.
6. In the event a member of this collective bargaining agreement is ordered in on their day off (not attached to any shift), they will be compensated at double time.

**ARTICLE 18 - GENERAL PROVISIONS**

**A. Non-Discrimination**

The Employer 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 bona fide occupational qualifications. Neither shall the Employer 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. Union Membership**

The Employer 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 Employer or any employee representative against any employee because of Union Membership or because of any employee's activity in an official capacity on behalf of the Union.

**D. Bargaining Agent Responsibility**

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

**E. Americans with Disabilities Act**

The Employer and the Union agree that, to the extent that the terms or the application of the terms of this Agreement conflict with the provisions of the American With Disabilities Act of 1990 (hereinafter "ADA") as the parties understand said law, the parties seek to apply and adhere to the provisions of the Agreement to the fullest extent allowed by law.

**F. Smoke Free Workplace**

There will be no smoking of tobacco products or the use of smokeless or "spit" tobacco within city owned or leased building, including offices, hallways, restrooms, lunchrooms, elevators, meeting rooms, community areas, vehicles and garage per state and federal laws.

**ARTICLE 19 - UNION BULLETIN BOARD**

The Employer 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 20 - UNION ACTIVITIES ON CITY'S TIME AND PREMISES**

Any employee who is the authorized Steward of the Union (or alternate) may be allowed time off with pay during the regular work or shift hours, by permission of the Chief of Police, to investigate grievances or to attend grievance hearings 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 of Police.

**ARTICLE 21 - POLITICAL ACTIVITY**

While working full time for the City of Saco, employees will refrain from seeking or accepting nomination for election to any office in the City Government. City employees shall not circulate petitions or campaign literature for elective City officials, or in any way be concerned with soliciting or receiving subscriptions, contributions, or political service from any person or for any political purpose pertaining to the government of the City. This provision is not to be construed to prevent City employees from becoming, or continuing to be, members of any political organization, from attending any political organization meetings and expressing their views on political matters, or from voting with complete freedom in any election.

## **ARTICLE 22 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES**

### **A. Rules and Regulations**

The Employer retains all rights and authority to manage and direct its employees, except as otherwise specifically provided for in this Agreement. The Union acknowledges the right of the Employer to make such rules and regulations governing the conduct of its employees as are not inconsistent or in conflict with the terms of this Agreement.

### **B. Copy of Rules**

The Police Chief will furnish each new employee with a copy of all existing work rules upon employment and update working rules annually for distribution to all employees, no later than February 28, of each year. It will be the responsibility of the employee to daily read the bulletin board or memorandum for working rules.

### **C. Rules Are Posted**

When existing rule 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.

### **D. New Employees**

The Employer agrees to furnish each employee in the bargaining unit with a copy of the standard operating procedures within thirty (30) days of their effective date. New employees shall be furnished with a copy of the rules at the time of hire.

### **E. Compliance With Rules**

Employees shall promptly comply with all work rules, directions, and/or regulations. In the event an employee feels any work rule, directive or regulation is inconsistent with any provisions of this agreement they shall resolve the matter through the grievance procedure.

## **ARTICLE 23 - UNIFORMS AND PROTECTIVE CLOTHING**

### **A. Uniform**

1. The Employer shall be responsible for furnishing employees in the support unit (exclusive of the court officer) with a department authorized clothing allotment. The City will provide one hundred percent (100%) replacement of a basic clothing list as needed, which shall include:

- a. 5 shirts
- b. 5 pair of pants (reimbursed with receipt up to \$40 per pants)
- c. 1 sweater or 1 fleece jacket
- d. 1 pair of shoes (reimbursed with receipt up to \$125)

2. The Court Officer will be provided a clothing allowance of \$300 at the beginning of each fiscal year.
3. The cost of altering and repairing the uniform shall be paid by the Employer.
4. The provision of one hundred percent (100%) replacement requires that each regular employee be responsible for their appearance while on duty.
5. Additional department authorized items may be purchased by the employee at their own expense.

## **ARTICLE 24 - TRAINING**

### **A. Schooling**

There will be schooling for unit members of the Police Department. Candidates for such schooling shall be selected by the Chief of Police and must then have the approval of the City Administrator. These candidates shall not be appointed and/or chosen in an arbitrary manner. This schooling is to be paid by the Employer.

### **B. Procedure**

Employees wishing to enroll in educational or vocational work that is directly related to their position must secure prior approval with the Employer. In cases where the approval is granted the Employer 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 employees for the cost of the primary textbook and that textbook shall become the property of the Employer as part of the Police Department Library.

### **C. Degrees**

Public administration or other related degrees may be substituted with advance approval from the City Administrator. Any employee wishing to pursue a Public Administration Degree must first attain an Associates Degree in any field relating to Public Safety.

### **D. Payment**

Employees covered under this agreement shall receive payment for attainment of an Associate degree in any Public Safety related degree program as noted in Appendix B.

## **ARTICLE 25 - NO STRIKE**

During the term of this Agreement, the Union and its employees agree they will not engage in a work stoppage, a slowdown, or a strike.

## **ARTICLE 26 - SEPARABILITY AND SAVINGS CLAUSE**

### **A. Invalidity**

If any Article or section of this Agreement, or of any rider hereto, should be held invalid by operation of law, or by tribunal of competent jurisdiction, or in compliance with or enforcement of 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 of has been restrained, shall not be affected thereby.

### **B. Renegotiations**

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 the time of Agreement execution.

## **ARTICLE 27 - COURT TIME PAY**

### **A. Rate of Pay**

Any employee who is required to attend court or administrative hearings outside of their regular work shift, shall receive a minimum of three (3) hours pay at one and one half (1 1/2) times their base hourly rate of pay. No court time shall be allowed to any such employee who has been notified that their presence is not needed in court prior to the end of their shift on the day preceding a scheduled court or hearing for more than two (2) hours in any one (1) day. They shall be paid for the actual hours spent that day provided by statute or court order and shall turn over said compensation to the Employer and not be retained by the employee.

### **B. Time Worked**

Court time situations amounting to less than two (2) hours in duration shall be considered "time worked" for overtime compensation purposes.

## **ARTICLE 28 - JURY DUTY**

The Employer shall pay an employee assigned to jury duty their regular pay according to the following schedule, provided however, that said employee remits all jury duty pay to the Employer.

1. Employees called to jury duty during their scheduled hours shall be paid their regular wages. Employees released from jury duty responsibilities shall report for duty if at least two hours remain in the shift.
2. Second and third shift employees called to jury duty for a period exceeding six hours in a single day shall be excused from work and paid at the straight-time rate for their regular shift. The City reserves the right to replace any employee without compensation for any scheduled overtime shift.

3. Jury duty shall not be considered as 'time worked' for the purposes of computing overtime.

## **ARTICLE 29 - STEWARDS**

### **A. Time Off During the Work Day**

An employee who is an authorized Steward of the Union (or alternate) may be allowed time off with pay during their regular work shift hours, by permission of the Department head, to investigate grievances and attend grievance hearings and negotiation meetings, which will be scheduled during the work day, but in no case shall such time exceed a total of two (2) hours per week, except by permission of the Department head or Supervisor. The alternate steward shall serve as Steward only in the Steward's absence from work or from their shift.

### **B. Attendance at Union Functions**

With permission of the Department Head, the Steward (or alternate) may be allowed time off, without pay, to attend official Union functions (such as an annual convention) for up to forty (40) hours, provided that there is no disruption of departmental operations, and provided that the Employer does not incur any expenses as a result of the absence of said Steward or alternate.

### **C. No Discrimination Because of Union Activities**

Any employee member of the Union acting in any official capacity shall not be discriminated against for their acts as such officer of the Union, so long as such act does not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

## **ARTICLE 30 - MATERNITY LEAVE**

It is understood that maternity and paternity leave for employees shall be granted as outlined in the Federal and State Family Medical Leave Act.

## **ARTICLE 31 - RENEGOTIATIONS**

One hundred twenty (120) days prior to June 30, 2021, the Employer and the Union shall open negotiations for the next Agreement. Wages negotiated for July 1, 2021, will take effect on July 1, 2021, provided that negotiations begin at least ninety (90) days prior to the end of this Agreement unless otherwise agreed upon by both parties and are carried on in good faith and be it further provided that the union specifically agrees to be available to negotiate at least once a week unless mutually agreed otherwise; acts of God excepted.

## **ARTICLE 32 - ACCESS TO PREMISES**

With the permission of the Unit Supervisor, authorized representatives of the Union may enter Employer premises for investigation of pending disputes under this Agreement. A list of authorized Union representatives who may enter the Employer premises will be furnished by the Union to the City Administrator within forty-five (45) days of the effective date of this Agreement.

**ARTICLE 33 - MILITARY LEAVE**

Employees shall be granted military leave of absence without loss of seniority to fulfill their military duties in the armed forces, National Guard, or Military Reserves. The employee on reserve or guard duty must furnish the department head with an official statement signed by authority giving the employee's rank, pay, and allowance during the employees seventeen (17) day period. The Employer will pay the difference, if any, between the employee's regular pay and military leave pay for National Guard or reserve training up to seventeen (17) days per year.

**ARTICLE 34 - DURATION OF AGREEMENT**

Except as otherwise herein specifically stated, this Agreement shall be effective as of the first day of July 2018 and shall remain in full force and effect until June 30, 2021. The Agreement 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 the Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations.

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.

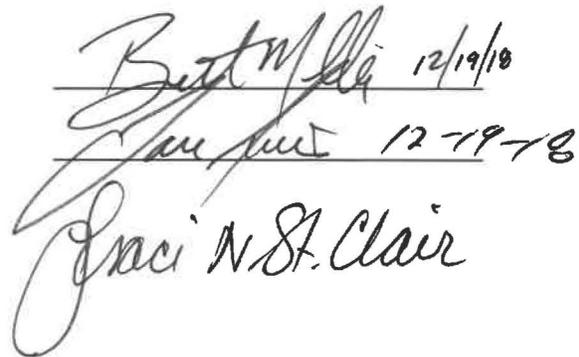
IN WITNESS WHEREOF, the parties have hereunto set their hand this 18th day of **December 2018**.

FOR THE CITY

FOR THE UNION



Kevin L. Sutherland  
Its: City Administrator



**APPENDIX A - SALARY SCALE**

<b>7/1/2018</b>	<b>3%</b>
Start	\$21.49
1-2 Years	\$22.13
2-3 Years	\$23.65
Court Officer	\$24.94

<b>7/1/2019</b>	<b>3%</b>
Start	\$22.13
1-2 Years	\$22.80
2-3 Years	\$24.36
Court Officer	\$25.68

<b>7/1/2020</b>	<b>3%</b>
Start	\$22.79
1-2 Years	\$23.48
2-3 Years	\$25.09
Court Officer	\$26.45

The City will have the flexibility, at its discretion to hire at one of the three pay rates if the prospective candidate has the equivalent education and/or experience as determined by the Police Chief.

**Longevity**

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 incentive pay. The longevity increases are calculated by compounding the percentage rates as the employee reaches the associated anniversary date with the City of Saco and respective tenure;

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

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

**Higher Pay for Work in a Higher Classification**

Any member in the bargaining unit who works more than two (2) consecutive days in a higher classification, shall be entitled to receive a pay at a rate appropriate to said higher classification for the days worked in the higher classification.

**Education Incentive**

Associate’s Degree: \$.30 to the base rate

Bachelor’s Degree: \$.40 to the base rate

**Training**

All time spent by a certified FTO training another employee shall be paid at an additional \$1.00 per hour

## **APPENDIX B - DISPATCH VACATION TIME**

The following guidelines will be followed when filling dispatch vacation days:

1. Up to three vacation days per calendar year may be used by dispatch/data entry employees as “mandatory fill” vacation days (per employee)
2. Requests for “mandatory fill” days should be notated by the requester as such.
3. One “mandatory fill” may be filled per shift
4. “Mandatory fill” vacation days may not be used for the following holidays:
  - a. Independence Day
  - b. Thanksgiving
  - c. Christmas Eve
  - d. Christmas Day
  - e. New Year’s Eve
5. If more than two dispatch/data entry positions are unfilled or if more than two dispatch/data entry employees are off the schedule (position vacancy, disability, etc.) the “mandatory fill” provision is suspended until staffing levels have increased.
6. These guidelines will be evaluated and may be amended as necessary to meet organizational needs.