

AGREEMENT
of
CITY OF SACO
and
MAINE ASSOCIATION OF POLICE
for
SACO POLICE PATROL UNIT
Duration of
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 Maine Association of Police, hereinafter referred to as the Union.

ARTICLE 1 - RECOGNITION

- A.** The Employer recognizes the Union as the sole and exclusive bargaining agent for the Patrol Officers 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 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 they receive equal benefits. The 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 Union.

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

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 - 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 by a separate check along with a separate listing showing the amount deducted in each category for each employee.

B. Authorization

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 at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.

C. Cancellation

The authorization for deductions of benefit fund contribution may be stopped at any time, provided the employee submits in writing to the Employer and the Union a sixty (60) day notice of such intent.

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 (½) hour lunch period.

B. Work Week

The work schedule shall consist of four (4) consecutive eight and one-half (8½) hour days with two (2) consecutive days off in accordance with assigned shifts as presently established for Patrol Officers. Officers assigned to the school liaison program and river patrol will continue to work alternative schedules as assigned by the Police Chief.

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 (1½) 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 (½) shift. The rest period shall be scheduled in the middle of each one half (½) 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

The term meal period shall be construed to mean thirty (30) minutes. Employees are subject to call during the rest/meal period.

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 - MILEAGE AND OUT OF TOWN EXPENSES

Employees on official business, out of town for the City, with prior approval of the Police Chief, shall be paid expenses for meals (excluding alcohol) and for lodging (see City Policy on Meals and Lodging) and shall be 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.

ARTICLE 7 - HOLIDAYS

A. Recognized and Observed Holidays.

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

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Patriot's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Thanksgiving Day
11. Christmas Day
12. Two (2) Floating Holidays:
(April 1 & October 1)

A holiday is earned at the rate of eight one-half (8½) hours per day, up to a total of one hundred ten point five (110.5) hours. These holiday hours shall be paid as they are taken. Floating holidays may be taken at the discretion of the Police Chief at a time agreeable to the Police Chief and the individual employee.

B. Pay in Lieu of Holidays

Any employee may elect to take holidays as compensation at the straight time rate. Any holidays not yet taken shall be payable the first regular pay period in December.

ARTICLE 8 - SICK LEAVE

A. Accrual

Employees shall accrue 3.69 hours of sick leave per pay period to a maximum of nine hundred and sixty (960) hours.

B. Provisions

The employee shall notify the Employer as soon as possible that s/he is 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, the Employer's 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 premise. 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. Injured on Duty

A Saco Police employee injured on duty shall not lose any sick leave that the employee has accumulated. Also, an 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.

E. Family Sick Leave

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 residing at home if the member's spouse cannot provide said care, if said parent, spouse or step children reside within the same household as an employee. At the discretion of the Police Chief, they may be granted up to forty (40) additional hours for family sick leave.

F. Unused Sick Leave

1. Separation from Employment

Upon separation from employment in good standing, the employee shall be paid thirty-five percent (35%) of their accumulated sick leave, provided the employee has been employed ten (10) years. The employee shall be paid fifty percent (50%) of their accumulated sick leave provided the employee has been employed twenty (20) years. The employee shall be paid seventy percent (70%) of their accumulated sick leave provided the employee has been employed thirty (30) years, or if the employee is retiring from the Saco Police Department after twenty-five years of service with the Saco PD and will be collecting retirement benefits from MPERS.

2. Death Related

In the event of the death of an employee, one hundred percent (100%) of all unused accrued sick leave will be paid to the widow or widower, if any, or if none, to the guardian of the minor children.

3. Sick Accrual Payouts

Any and all payments of sick leave to an employee under Subsection F.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.)

G. Attendance Incentive

The City shall pay an incentive eight (8) hours pay to any employee who uses sixteen (16) hours or fewer 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 the City of Saco and administered by ICMA-RC. All contributions to this account are set aside exclusively for qualifying medical expenses. See HR for an application.

H. Maximum Accumulation

The provisions of this Article are that the employee may not 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 30 of that year and uses forty-eight (48) hours or less sick days during that year will be made whole January 1st, of that year.

I. 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 sixty (60) 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 President. 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.

J. 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 designee to ensure that provisions of individual programs do not conflict with applicable Employer ordinances or Maine State statutes.

ARTICLE 9 - SENIORITY

A. Definition

A seniority list shall be established listing all employees covered by this Agreement, with the employee with the greatest seniority listed first. Seniority shall be based on the employee's last date of hire.

B. Seniority

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

C. Promotion Criteria

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:

1. Written Examination

A written examination, to count as 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 examinations. The results of such test shall be corrected by an individual from outside the Department.

2. Past Performance

An assessment of the employee's past performance, to count as thirty percent (30%) of the total, including work record and supervisory abilities, to be determined by the Chief, such determination to be conducted independent from the results of the written examination.

3. Seniority

An accumulation of seniority by awarding one (1) percentage 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.

4. Oral Review Board

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.

D. Promotion Procedures

The procedure for conducting a promotion shall be as follows:

1. Progression to Oral Board

The totals from the written examination, assessment of the past performance, and accumulation of seniority shall determine a candidates' eligibility for progression to an oral review board. Candidates who are eliminated prior to the oral review board shall be allowed to review the written exam and past performance evaluation, such review shall be completed prior to the commencement of the oral review board.

2. Top 5 Candidates

The top five (5) candidates as determined by the total described above shall advance to an oral review board. After the oral review board, the four (4) unsuccessful candidates will remain on the eligibility list for a promotion for a period of six (6) months in order of finish.

3. Results Upon Request

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

4. Change of Promotional Procedures

These promotional procedures may be changed during the life of the Agreement by mutual consent.

5. 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. Notice

One hundred twenty (120) days prior to June 30, 2021, the municipal officials and Union shall open negotiations for the next contract.

B. Wage Schedule

The attached wage schedule shall be in existence of the life of this Agreement (**Appendix A**).

C. Direct Deposit

The City agrees to allow for partial deposits within the limits of the City's computer system.

D. Pay Days

Employees will receive their paycheck bi-weekly.

E. Section 125

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.

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 the completion of 4 th year	80 hours	3.077 hours
Beginning the 5 th year through completion of 9 th year	120 hours	4.615 hours
Beginning 10 th year through completion of 25 th year	160 hours	6.153 hours
Beginning of 26 th year until retirement	200 hours	7.692 hours

B. Accrual

Annual vacation leave shall be cumulative. Entitlement to vacation under this section shall be determined as of the employee's 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 leave

must be requested in writing to the Chief of Police thirty (30) days in advance. In no way, shall an employee carry over more than one (1) year of vacation accrual. Upon separation of employment, the Employer shall pay all accrued vacation to the employee.

C. Request for Vacation Before February 1

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

D. Request for Vacation After February 1

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 granted in §D.

E. Vacation Request for 3 or More Days

Vacation requests of three or more days may be granted up to 15 days before they occur, however, requests submitted within 30 days may not bump any vacation already locked-in, and first priority shall be given to department needs.

F. Order-Ins After Vacation

Every effort shall be made to minimize “order-ins” immediately preceding and following vacations (not individual days). Vacationing officers shall not be ordered-in unless no other patrol officer is available to be ordered-in for the shift in question.

G. Vacation Pay

All vacation pay shall be at the straight time rate.

ARTICLE 12 - PAID LEAVE

A. Family Death

In the event of a death of an employee’s spouse, partner, or child, the employee shall be granted five (5) days leave of absence with full pay to make household arrangements. In the event of a death of an employee’s mother, father, sister, brother, step-parents, step-children, grandmother, grandfather, grandchildren, spouse’s, or partner’s grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, the employee shall be granted up to three (3) days leave of absence with full pay to make household arrangements and arrange for funeral services or to attend funeral services.

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 other than those mentioned above, such as aunt, uncle, niece, nephew, first cousin, one (1) day leave with pay to attend the funeral will be granted.

D. Additional Leave

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

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. Payment

In accordance with the Internal Revenue Service Regulation, the administration and payments of said outside, special detail fees shall be by means of the Employer payroll, including a reasonable fee, on a per hour basis, to defray the cost of various benefits and insurance.

ARTICLE 14 - INSURANCE, BENEFITS, AND RETIREMENT

A. Workers' Compensation

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

B. Medical Insurance

The Employer shall participate in the Maine Municipal Employees Health Trust (MMEHT) PPO-500 plan with a Health Reimbursement Arrangement (HRA).

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. On January 1, 2019 and every January 1 thereafter, the HRA accounts shall be reset to 75% of the applicable maximum out-of-pocket. 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.

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).

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 (\$150) dollars. 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/limitations. The employee must show proof of outside coverage a minimum of once per year and at other times as requested.

C. Retirement

All full-time employees are able to participate in the Maine Public Employees Retirement System (Maine PERS) or the City's own retirement programs; the Empower Retirement 457, the ICMARC 457 Deferred Compensation Retirement Plan, or the ICMARC 401(a) Retirement Plan, as provided by state statute and Maine PERS 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 Public Employees Retirement System (Maine PERS) where the City shall contribute the applicable percentage established by the Maine Public Employees Retirement System (Maine PERS) on an annual basis. Employees are able to select from the following:

1. Maine Public Retirement System (Maine PERS)

Effective July 1, 2000 current participants Maine PERS System 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) ICMA – 401(a)

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 five percent (5%) contribution shall be contributed to this plan. The employee shall make a mandatory contribution of five percent (5%) of gross wages.

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

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 five percent (5%) of gross wages and/or the employee can contribute an additional amount as allowed by federal regulations.

4. Empower Retirement

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 five percent (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 Employee Retirement System only), city contribution and benefit provisions shall be determined by state statute and/or City Council action.

D. 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.

E. Unemployment Compensation Insurance

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

F. Dental Optical Fund/Dental Insurance

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 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. 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.

ARTICLE 15 - NEW EMPLOYEES

A. Probationary Employees

1. For all purposes except discipline and discharge, all new employees shall serve a probationary period of twelve (12) 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.
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 Academy 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

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. A laid off employee waives their right to further recall if they do not return to duty within two (2) weeks of being notified of the recall. It shall be the responsibility of the employee to keep addresses current with the Department.

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 (35) road miles of the Saco Police Department.

Employees who presently reside outside of the thirty-five (35) road miles 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

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, the employee will be summarily suspended without pay until the physical examination is completed.

ARTICLE 16 - 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. This meeting shall be used to determine that just cause exists for discharge.

C. 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 (6) months subsequent. All serious (suspension but less than dismissal) shall be purged from the file if no recurrence or discipline 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) or eighteen (18) month period, the initial six (6) or eighteen (18) month period would begin again from the date of the subsequent action.

D. Motor Vehicle

Any officer who's right to operate a motor vehicle has been suspended or revoked is required to notify the Chief or Deputy Chief immediately upon being placed on suspension. Any officer neglecting to notify the proper individuals and operate a City owned vehicle shall be suspended immediately without pay.

ARTICLE 17 - 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 of Operations

The Union President, with or without the employee, shall take up the grievance or dispute with the Deputy Police Chief within five (5) working days of the date of the grievance or the employee's first reasonable knowledge of its occurrence. The Deputy Chief shall attempt to adjust the matter and shall respond to the Union President within three (3) 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 Union President to the Chief of Police within seven (7) working days after the Deputy Police Chief's response has been given or is due, whichever is later. The Chief shall meet with and respond to the Union President, 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 President to the

City Administrator in writing within ten (10) working days after the response of the Chief of Police has been given or is due. The City Administrator shall meet with and respond in writing to the Union President within five (5) working days of receipt of the written grievance.

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 Employer, request arbitration. The arbitration proceeding shall be conducted by an arbitrator(s) to be selected by the Employer and the Union within seven (7) 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 the 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 Employer 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

The Union 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 18 - OVERTIME

A. Rate

1. Each employee shall be paid at the rate of time and one half (1½) 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 overtime to the patrol of the Police Department. The term "regular duty overtime" shall mean any work, which is normally performed by the employees of the Police Department.

2. Regular duty overtime shall be offered on a rotating basis by unit. When the department is unable to fill a shift or opening, the shift shall be divided to the nearest half hour and offered to employees.

C. Procedure for Filling Vacancies

The procedure to fill overtime vacancies shall be as follows: 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, other authorized leave, or working a police detail that extends beyond the starting periods of overtime hours, their position in the file will remain unchanged.

D. Emergency Vacancies

This Article shall also be used to fill positions during an “emergency situation” which shall be deemed to have occurred if less than three (3) patrol unit are available for operation during the second (2nd) and third (3rd) shift, Monday through Friday, and during all shifts Saturday and Sunday or less than three (3) patrol unit are available during the first (1st) shift, Monday through Friday.

For the winter month period, November to April, the shift supervisor, at his/her discretion, may run short manned on the manning clause on the third (3rd) shift and on the day shift on Sunday.

1. The procedure to fill emergency vacancies shall be in accordance with §B. of this Article, provided however, if a “regular officer” 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 the above-mentioned procedures have been exhausted and the overtime vacancies remain unfilled the following shall apply:
 - a. The overtime assignment shall be shall be divided into the nearest half hour. A member of the shift that precedes the vacancy shall be ordered to work four (4) hours beyond the regular tour of duty, and a member of the shift that succeeds that vacancy shall be ordered to work three and half (3 ½) hours early.
 - b. The determination of who shall be ordered to work shall be made by rotation, with the person with the greatest length of time since being ordered in having to work. Any time exceeding one (1) hour shall be counted for this purpose.

D. Two (2) Consecutive Overtime Shifts

Any employee who works two (2) consecutive shifts with less than ten (10) hours of break, in

a twenty-four (24) hours period, will be compensated at time and one-half (1 ½) for the last four (4) hours of the second (2nd) shift.

F. Order-In on Day Off

Any employee ordered in on their day off (not attached to a shift) will be compensated at double time.

ARTICLE 19 - 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 or the Union limit, segregate, nor 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.

ARTICLE 20 - 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 21 - UNION ACTIVITIES ON CITY'S TIME AND PREMISES

The President or Vice-President of the Union 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 President or Vice President combined except by written permission of the Chief of Police.

ARTICLE 22 - POLITICAL ACTIVITIES

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 23 - 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.

Nothing in this Agreement shall be construed as delegating to others, the authority conferred by law on the Employer or in any way abridging or reducing such authority. This Agreement shall be construed as requiring the Employer to follow its provisions in the exercise of the authority conferred upon it by law.

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 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.

D. New Employees

The Employer agrees to furnish each employee in the bargaining unit with a copy of the 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.

E. Compliance with Rules

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

F. Americans with Disabilities Act

The City and the union agree that, to the extent the terms or the application of the terms of this Agreement conflict with the provision of the American with Disability Act of 1990 hereinafter “ADA” as the parties understand said law, the parties shall seek to apply and adhere to the provisions of the Agreement to the fullest extent allowed by law.

G. Family Medical Leave Act

The Employee will fully comply with the Family Medical Leave Act.

ARTICLE 24 - UNIFORMS AND PROTECTIVE CLOTHING

A. Uniform

1. The Employer shall be responsible for furnishing employees with a basic clothing allotment. The City will provide one hundred percent (100%) replacement of a basic clothing 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	

The provision of one hundred percent (100%) replacement requires that each regular employee be responsible for their appearance while on duty.

B. Maintenance of Uniform

The cost of maintaining the uniform protective clothing in proper working condition (including tailoring and adjustments) shall be paid by the Employer. Employees have the option to use a private tailor with the tailoring price capped at the current rate that the city pays for tailoring; adjustments and tailoring subject to prior approval per current practice.

Each and every officer of the Department shall be furnished with fully equipped leather goods, equipped to the requirements of the Employer, which shall remain the property of the Employer.

ARTICLE 25 - TRAINING AND EDUCATIONAL INCENTIVE

A. Maine Criminal Justice Academy

1. Minimum Offerings

There will be a minimum of twenty (20) hours of Maine Criminal Justice Academy approved training for each personnel in the Department. Candidates for such schooling shall be appointed by the Chief. These candidates shall not be appointed and/or chosen in an arbitrary manner. This school is to be paid by the Employer. The Employer will post Maine Criminal Justice Academy training notices.

2. Mandatory Training

The Employer shall bear the cost of all mandatory training classes necessary to fulfill certification requirements. It is the responsibility of the Chief to determine the cost of such certification and to make the appropriate budget request.

B. Procedure

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.

C. Degrees

Public administration or other related degrees might be substituted with advance approval from the City Administrator.

D. Payment

Employees covered under this agreement shall receive payment for attainment of an Associate degree in Criminal Justice or Police Administration as noted in Appendix A up to the maximum equal to the University of Southern Maine rates.

ARTICLE 26 - NO STRIKE OR LOCKOUT

A. No Strike

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

B. No Lockout

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

ARTICLE 27 - 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 28 - COURT TIME PAY

A. Rate of 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.

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 29 - MATERNITY LEAVE

It is understood that maternity leave for female employees shall be granted with no loss of seniority for such period of time, as her physician shall determine that she is physically unable to return to her normal duties. Said maternity leave must comply with applicable State laws. It is further understood that family leave for employees whose spouse/partner/significant other is pregnant, shall be granted unpaid leave with no loss of seniority for each pregnancy for a period not to exceed one (1) week without pay. This week shall commence on the date of the birth or the date the spouse is released from the hospital subject to the employee’ choice.

ARTICLE 30 - JURY DUTY

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

ARTICLE 31 - 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 them 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 32 - 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 Supervisor of the nature of the investigation before it commences, unless such notification might jeopardize the investigation. 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 reasonable suspicion 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 the employee's 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.
3. 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, they 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.

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, there will be furnished a list of questions to be asked, sufficiently prior to the examination to enable the member to confer with counsel of the employee's choosing prior to the polygraph examination. If a member is requested to submit to any type of test, they 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 33 - EFFECTIVE DATE AND TERMINATION

A. Effective Date of Agreement

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

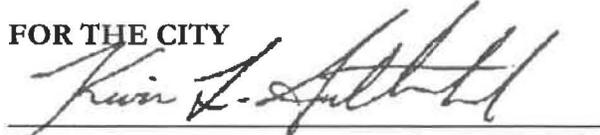
B. Termination of Agreement

1. Except as otherwise herein specifically stated, this Agreement shall be effective as of July 1, 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.
2. 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.

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

FOR THE CITY



Kevin L. Sutherland
City Administrator

FOR THE UNION



Matthew D. Roberts.
Union Representative
Maine Association of Police

APPENDIX A - SALARY SCALE

	July 1, 2018 3%	July 1, 2019 3%	July 1, 2020 3%
Start	\$23.95	\$24.67	\$25.41
1 year	\$24.67	\$25.41	\$26.17
2 year	\$26.39	\$27.18	\$28.00

All percentages are rounded to the nearest penny.

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 increased will take effect at the next full pay period after attainment of anniversary date.

Higher Pay for Work in a Higher Class

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

Field Training Officer

The FTO will receive an additional dollar per hour during the training period only when actually training a new employee, not during times when they are not training. (examples: Details, overtime shifts, etc.)

Academy Graduate

The City will have the flexibility, at its discretion to hire at a pay rate up to the eight (8) year rate if the prospective candidate is academy graduate or certified to be a police officer in the State of Maine.

EDUCATIONAL INCENTIVE

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

APPENDIX B - UNIT TRANSFER AGREEMENT

The purpose of this Appendix is to clarify what happens when a member of this unit leaves this unit and assumes a position covered by the Saco Command Unit and then voluntarily or non-voluntarily returns to a position covered by the Saco Police Patrol Unit.

If a command officer covered by the Saco Police Command unit is demoted or wishes to voluntarily (with the City's concurrence) give up their supervisory position, they may be returned to service as a patrol officer, will retain all seniority rights from last date of hire with the Saco Police Department, so long as no patrol officer is laid off.

If a patrol officer is assigned to a detective position with the Saco Command unit and is returned to service as a patrol officer, said officer will retain all seniority rights from last date of hire with the Saco Police Department.