

AGREEMENT BETWEEN THE
CITY OF SANFORD
AND
SANFORD POLICE ASSOCIATION

JULY 1, 2023 - JUNE 30, 2026

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PREAMBLE

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

ARTICLE 1 – RECOGNITION

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

ARTICLE 2 - DUES CHECKOFF

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

ARTICLE 3 - TIME OFF FOR UNION BUSINESS

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

ARTICLE 4 - PROBATION PERIOD

A.

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

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

ARTICLE 5 – PERSONNEL REDUCTION

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

ARTICLE 6 – SENIORITY

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

ARTICLE 7- SANFORD POLICE ASSOCIATION LIST

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

ARTICLE 8 - VACANCIES

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

ARTICLE 9 – WAGES

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

Effective July 1, 2023: The wage scale shall increase by a COLA of 7% over prior fiscal year.

Sergeant additional 8 % increase market adjustment.

Effective July 1, 2024: The Wage Scale shall increase by a COLA of 4 % over prior fiscal year.

Effective July 1, 2025: The Wage Scale shall increase by a COLA of 4 % over prior fiscal year.

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

Negotiated Wages 2023 - 2026									
No Ed Credits 7% Base Patrol, increased longevity / 15% on Sgt. And Lt., increased longevity / COLA 4% Yrs 2 & 3									
	7/1/2023- 6/30/2024		7/1/2023- 6/30/2024	7/1/2024 - 6/30/2025	4.00%	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	4.00%	7/1/2025 - 6/30/2026
	Hourly Base	Longevity Amount/Hour	Hourly with Longevity	Hourly Base	Longevity Amount/Hour	Hourly with Longevity	Hourly Base	Longevity Amount/Hour	Hourly with Longevity
Patrol Officer Bracket									
Start to 1 Year	27.1891		27.1891	28.2766		28.2766	29.4077		29.4077
1 year to 2 years	28.0567		28.0567	29.1790		29.1790	30.3461		30.3461
Upon Completion of 2 years	29.6282		29.6282	30.8133		30.8133	32.0458		32.0458
Upon Completion of 3 years	30.1543		30.1543	31.3605		31.3605	32.6149		32.6149
Upon Completion of 4 years	31.4240	0.4808	31.9047	32.6809	0.4808	33.1617	33.9881	0.4808	34.4689
Upon Completion of 7 Years	31.4240	1.3221	32.7461	32.6809	1.3221	34.0030	33.9881	1.3221	35.3103
Upon Completion of 9 Years	31.4240	1.8029	33.2268	32.6809	1.8029	34.4838	33.9881	1.8029	35.7910
Upon Completion of 14 Years	31.4240	3.1481	34.5720	32.6809	3.1481	35.8290	33.9881	3.1481	37.1362
Upon Completion of 19 Years	31.4240	4.4096	35.8336	32.6809	4.4096	37.0905	33.9881	4.4096	38.3978
Upon Completion of 23 Years	31.4240	5.4096	36.8336	32.6809	5.4096	38.0905	33.9881	5.4096	39.3978
Sergeant									
Base	36.4749		36.4749	37.9339		37.9339	39.4513		39.4513
Upon Completion of 4 years	36.4749	0.4808	36.9557	37.9339	0.4808	38.4147	39.4513	0.4808	39.9320
Upon Completion of 7 Years	36.4749	1.3221	37.7970	37.9339	1.3221	39.2560	39.4513	1.3221	40.7734
Upon Completion of 9 Years	36.4749	1.8029	38.2778	37.9339	1.8029	39.7368	39.4513	1.8029	41.2541
Upon Completion of 14 Years	36.4749	3.1481	39.6230	37.9339	3.1481	41.0820	39.4513	3.1481	42.5993
Upon Completion of 19 Years	36.4749	4.4096	40.8845	37.9339	4.4096	42.3435	39.4513	4.4096	43.8609
Upon Completion of 23 Years	36.4749	5.4096	41.8845	37.9339	5.4096	43.3435	39.4513	5.4096	44.8609
Lieutenant									
Base	40.1295		40.1295	41.7347		41.7347	43.4041		43.4041
Upon Completion of 4 years	40.1295	0.4808	40.6103	41.7347	0.4808	42.2154	43.4041	0.4808	43.8848
Upon Completion of 7 Years	40.1295	1.3221	41.4516	41.7347	1.3221	43.0568	43.4041	1.3221	44.7262
Upon Completion of 9 Years	40.1295	1.8029	41.9324	41.7347	1.8029	43.5376	43.4041	1.8029	45.2069
Upon Completion of 14 Years	40.1295	3.1481	43.2776	41.7347	3.1481	44.8828	43.4041	3.1481	46.5521
Upon Completion of 19 Years	40.1295	4.4096	44.5391	41.7347	4.4096	46.1443	43.4041	4.4096	47.8137
Upon Completion of 23 Years	40.1295	5.4096	45.5391	41.7347	5.4096	47.1443	43.4041	5.4096	48.8137
Animal Control Officer									
Base	26.5063		26.5063	27.5665		27.5665	28.6692		28.6692
Upon Completion of 4 years	26.5063	0.4808	26.9871	27.5665	0.4808	28.0473	28.6692	0.4808	29.1500
Upon Completion of 7 Years	26.5063	1.3221	27.8284	27.5665	1.3221	28.8887	28.6692	1.3221	29.9913
Upon Completion of 9 Years	26.5063	1.8029	28.3092	27.5665	1.8029	29.3694	28.6692	1.8029	30.4721
Upon Completion of 14 Years	26.5063	3.1481	29.6544	27.5665	3.1481	30.7146	28.6692	3.1481	31.8173
Upon Completion of 19 Years	26.5063	4.4096	30.9159	27.5665	4.4096	31.9762	28.6692	4.4096	33.0788
Upon Completion of 23 Years	26.5063	5.4096	31.9159	27.5665	5.4096	32.9762	28.6692	5.4096	34.0788

Negotiated Wages 2023 - 2026												
60 Credit Hours, 7% Base Patrol, increased longevity / 15% on Sgt. And Lt., increased longevity / COLA 4% Yrs 2 & 3												
	7/1/2023- 6/30/2024			7/1/2023- 6/30/2024	7/1/2024 6/30/2022	4.00%			7/1/2025 - 6/30/2026	4.00%		7/1/2025 - 6/30/2026
	Hourly Base	Longevity Amt./Hour	Education Amt./Hour	Hourly with Long. & Edu.	Hourly Base	Longevity Amt./Hour	Education Amt./Hour	Hourly with Long. & Edu.	Hourly Base	Longevity Amt./Hour	Education Amt./Hour	Hourly with Long. & Edu.
Patrol Officer Bracket												
Start to 1 Year	27.1891		1.4954	28.6845	28.2766		1.5552	29.8318	29.4077		1.6174	31.0251
1 year to 2 years	28.0567		1.5431	29.5998	29.1790		1.6048	30.7838	30.3461		1.6690	32.0152
Completion of 2 years	29.6282		1.6295	31.2577	30.8133		1.6947	32.5080	32.0458		1.7625	33.8084
Completion of 3 years	30.1543		1.6585	31.8128	31.3605		1.7248	33.0853	32.6149		1.7938	34.4087
Completion of 4 years	31.4240	0.4808	1.7548	33.6595	32.6809	0.4808	1.8239	34.9856	33.9881	0.4808	1.8958	36.3647
Completion of 7 Years	31.4240	1.3221	1.8010	34.5471	32.6809	1.3221	1.8702	35.8732	33.9881	1.3221	1.9421	37.2523
Completion of 9 Years	31.4240	1.8029	1.8275	35.0543	32.6809	1.8029	1.8966	36.3804	33.9881	1.8029	1.9685	37.7595
Completion of 14 Years	31.4240	3.1481	1.9015	36.4735	32.6809	3.1481	1.9706	37.7996	33.9881	3.1481	2.0425	39.1787
Completion of 19 Years	31.4240	4.4096	1.9708	37.8044	32.6809	4.4096	2.0400	39.1305	33.9881	4.4096	2.1119	40.5096
Completion of 23 Years	31.4240	5.4096	2.0258	38.8594	32.6809	5.4096	2.0950	40.1855	33.9881	5.4096	2.1669	41.5646
Sergeant												
Base	36.4749		2.0061	38.4810	37.9339		2.0864	40.0203	39.4513		2.1698	41.6211
Completion of 4 years	36.4749	0.4808	2.0326	38.9882	37.9339	0.4808	2.1128	40.5275	39.4513	0.4808	2.1963	42.1283
Completion of 7 Years	36.4749	1.3221	2.0788	39.8759	37.9339	1.3221	2.1591	41.4151	39.4513	1.3221	2.2425	43.0159
Completion of 9 Years	36.4749	1.8029	2.1053	40.3831	37.9339	1.8029	2.1855	41.9223	39.4513	1.8029	2.2690	43.5231
Completion of 14 Years	36.4749	3.1481	2.1793	41.8023	37.9339	3.1481	2.2595	43.3415	39.4513	3.1481	2.3430	44.9423
Completion of 19 Years	36.4749	4.4096	2.2486	43.1332	37.9339	4.4096	2.3289	44.6724	39.4513	4.4096	2.4123	46.2732
Completion of 23 Years	36.4749	5.4096	2.3036	44.1882	37.9339	5.4096	2.3839	45.7274	39.4513	5.4096	2.4673	47.3282
Lieutenant												
Base	40.1295		2.2071	42.3366	41.7347		2.2954	44.0301	43.4041		2.3872	45.7913
Completion of 4 years	40.1295	0.4808	2.2336	42.8438	41.7347	0.4808	2.3218	44.5373	43.4041	0.4808	2.4137	46.2985
Completion of 7 Years	40.1295	1.3221	2.2798	43.7314	41.7347	1.3221	2.3681	45.4249	43.4041	1.3221	2.4599	47.1861
Completion of 9 Years	40.1295	1.8029	2.3063	44.2387	41.7347	1.8029	2.3946	45.9321	43.4041	1.8029	2.4864	47.6933
Completion of 14 Years	40.1295	3.1481	2.3803	45.6578	41.7347	3.1481	2.4686	47.3513	43.4041	3.1481	2.5604	49.1125
Completion of 19 Years	40.1295	4.4096	2.4497	46.9888	41.7347	4.4096	2.5379	48.6822	43.4041	4.4096	2.6298	50.4434
Completion of 23 Years	40.1295	5.4096	2.5047	48.0438	41.7347	5.4096	2.5929	49.7372	43.4041	5.4096	2.6848	51.4984
Animal Control Officer												
Base	26.5063		1.4578	27.9641	27.5665		1.5162	29.0827	28.6692		1.5768	30.2460
Completion of 4 years	26.5063	0.4808	1.4843	28.4713	27.5665	0.4808	1.5426	29.5899	28.6692	0.4808	1.6032	30.7532
Completion of 7 Years	26.5063	1.3221	1.5306	29.3590	27.5665	1.3221	1.5889	30.4775	28.6692	1.3221	1.6495	31.6408
Completion of 9 Years	26.5063	1.8029	1.5570	29.8662	27.5665	1.8029	1.6153	30.9847	28.6692	1.8029	1.6760	32.1480
Completion of 14 Years	26.5063	3.1481	1.6310	31.2854	27.5665	3.1481	1.6893	32.4039	28.6692	3.1481	1.7500	33.5672
Completion of 19 Years	26.5063	4.4096	1.7004	32.6163	27.5665	4.4096	1.7587	33.7348	28.6692	4.4096	1.8193	34.8981
Completion of 23 Years	26.5063	5.4096	1.7554	33.6713	27.5665	5.4096	1.8137	34.7898	28.6692	5.4096	1.8743	35.9531

Negotiated Wages 2023 - 2026												
120 Credit Hours - 7% Base Patrol, increased longevity / 15% on Sgt. And Lt., increased longevity / COLA 4% Yrs 2 & 3												
	7/1/2023- 6/30/2024			7/1/2023- 6/30/2024	7/1/2024 - 6/30/2025	4.00%		7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	4.00%		7/1/2025 - 6/30/2026
	Hourly Base	Longevity Amt./Hour	Education Amt./Hour	Hourly with Long. & Edu.	Hourly Base	Longevity Amt./Hour	Education Amt./Hour	Hourly with Long. & Edu.	Hourly Base	Longevity Amt./Hour	Education Amt./Hour	Hourly with Long. & Edu.
Patrol Officer Bracket												
Start to 1 Year	27.1891		2.7189	29.9080	28.2766		2.8277	31.1043	29.4077		2.9408	32.3485
1 year to 2 years	28.0567		2.8057	30.8624	29.1790		2.9179	32.0969	30.3461		3.0346	33.3808
Completion of 2 years	29.6282		2.9628	32.5910	30.8133		3.0813	33.8946	32.0458		3.2046	35.2504
Completion of 3 years	30.1543		3.0154	33.1697	31.3605		3.1360	34.4965	32.6149		3.2615	35.8764
Completion of 4 years	31.4240	0.4808	3.1905	35.0952	32.6809	0.4808	3.3162	36.4778	33.9881	0.4808	3.4469	37.9158
Completion of 7 Years	31.4240	1.3221	3.2746	36.0207	32.6809	1.3221	3.4003	37.4033	33.9881	1.3221	3.5310	38.8413
Completion of 9 Years	31.4240	1.8029	3.3227	36.5495	32.6809	1.8029	3.4484	37.9322	33.9881	1.8029	3.5791	39.3701
Completion of 14 Years	31.4240	3.1481	3.4572	38.0292	32.6809	3.1481	3.5829	39.4119	33.9881	3.1481	3.7136	40.8498
Completion of 19 Years	31.4240	4.4096	3.5834	39.4169	32.6809	4.4096	3.7091	40.7996	33.9881	4.4096	3.8398	42.2375
Completion of 23 Years	31.4240	5.4096	3.6834	40.5169	32.6809	5.4096	3.8091	41.8996	33.9881	5.4096	3.9398	43.3375
Sergeant												
Base	36.4749		3.6475	40.1224	37.9339		3.7934	41.7273	39.4513		3.9451	43.3964
Completion of 4 years	36.4749	0.4808	3.6956	40.6512	37.9339	0.4808	3.8415	42.2561	39.4513	0.4808	3.9932	43.9252
Completion of 7 Years	36.4749	1.3221	3.7797	41.5767	37.9339	1.3221	3.9256	43.1816	39.4513	1.3221	4.0773	44.8507
Completion of 9 Years	36.4749	1.8029	3.8278	42.1056	37.9339	1.8029	3.9737	43.7105	39.4513	1.8029	4.1254	45.3796
Completion of 14 Years	36.4749	3.1481	3.9623	43.5853	37.9339	3.1481	4.1082	45.1902	39.4513	3.1481	4.2599	46.8593
Completion of 19 Years	36.4749	4.4096	4.0885	44.9730	37.9339	4.4096	4.2344	46.5779	39.4513	4.4096	4.3861	48.2470
Completion of 23 Years	36.4749	5.4096	4.1885	46.0730	37.9339	5.4096	4.3344	47.6779	39.4513	5.4096	4.4861	49.3470
Lieutenant												
Base	40.1295		4.0129	44.1424	41.7347		4.1735	45.9081	43.4041		4.3404	47.7445
Completion of 4 years	40.1295	0.4808	4.0610	44.6713	41.7347	0.4808	4.2215	46.4370	43.4041	0.4808	4.3885	48.2733
Completion of 7 Years	40.1295	1.3221	4.1452	45.5968	41.7347	1.3221	4.3057	47.3625	43.4041	1.3221	4.4726	49.1988
Completion of 9 Years	40.1295	1.8029	4.1932	46.1256	41.7347	1.8029	4.3538	47.8913	43.4041	1.8029	4.5207	49.7276
Completion of 14 Years	40.1295	3.1481	4.3278	47.6053	41.7347	3.1481	4.4883	49.3710	43.4041	3.1481	4.6552	51.2074
Completion of 19 Years	40.1295	4.4096	4.4539	48.9930	41.7347	4.4096	4.6144	50.7587	43.4041	4.4096	4.7814	52.5950
Completion of 23 Years	40.1295	5.4096	4.5539	50.0930	41.7347	5.4096	4.7144	51.8587	43.4041	5.4096	4.8814	53.6950
Animal Control Officer												
Base	26.5063		2.6506	29.1569	27.5665		2.7567	30.3232	28.6692		2.8669	31.5361
Completion of 4 years	26.5063	0.4808	2.6987	29.6858	27.5665	0.4808	2.8047	30.8520	28.6692	0.4808	2.9150	32.0650
Completion of 7 Years	26.5063	1.3221	2.7828	30.6112	27.5665	1.3221	2.8889	31.7775	28.6692	1.3221	2.9991	32.9904
Completion of 9 Years	26.5063	1.8029	2.8309	31.1401	27.5665	1.8029	2.9369	32.3064	28.6692	1.8029	3.0472	33.5193
Completion of 14 Years	26.5063	3.1481	2.9654	32.6198	27.5665	3.1481	3.0715	33.7861	28.6692	3.1481	3.1817	34.9990
Completion of 19 Years	26.5063	4.4096	3.0916	34.0075	27.5665	4.4096	3.1976	35.1738	28.6692	4.4096	3.3079	36.3867
Completion of 23 Years	26.5063	5.4096	3.1916	35.1075	27.5665	5.4096	3.2976	36.2738	28.6692	5.4096	3.4079	37.4867

B. – Educational Incentive and Educational Incentive Pay

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

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

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

2. . No employee shall receive educational incentive pay until the Chief "has in hand" a diploma, a certificate, or proof of attainment of credits signed by an authorized representative of a post-secondary school or institution.
- 3.. The employee must apply for financial aid through LEAA, and upon refusal, the City shall pay tuition, fees and book costs for no more than 21 credit hours annually with a maximum fiscal year benefit of \$12,500.00. The courses taken must lead to a bachelor or associate degree in criminal justice, police science, police administration, psychology, sociology, communications, business administration, management, public administration, English or computer science. The City will only provide educational assistance to attain one degree per person.
4. In order for an employee to get credits approved for payment, s/he must sign a payroll authorization permitting the City to deduct from his/her pay or other monies due, money expended for educational purposes if the employee did not complete and pass the course or if the required documentation is not provided by the employee taking the course within six (6) months of completing the course. No additional education benefits will be approved, i.e. tuition, fees and book costs, until the required documentation for previous courses taken has been properly submitted. If it is impossible for the school to provide such documentation, the City will waive this requirement.
5. Beneficiaries of the Article agree to remain in the employ of the City for a minimum of three (3) months after receiving reimbursement from the City. However, the employee may be

released from this obligation by financial reimbursement to the City for all monies received under this Article. Reimbursement shall include fees and not exceed the per credit hour cost of the University of Southern Maine.

6. At the discretion of the Chief, employees may be permitted to attend classes during working hours.
7. In the event an employee does not obtain a final grade of C or better, fails the course, or drops out, that officer will be required to reimburse the department for tuition and replacement costs unless failure is due to an unavoidable emergent occurrence.

C. Hiring Certified Police Officers

1. Provide the Chief of Police discretion to hire a certified/lateral officer at a pay step based on the years of previous law enforcement experience. The officer will then proceed through the pay scale based on their total years of service.

The City and Union will review section C "Hiring Certified Police Officers" of this contract on an as need basis and may by mutual consent make revisions that are designed to make Sanford a more attractive employer for experienced police officers

D. SPECIALTY WAGES

1. Patrol Training Officer Pay - .25 hour per hours worked
2. Patrol Training Officer Supervisor Pay - 4 hours per week
3. K-9 Pay - one hour per work day.

ARTICLE 10 – LONGEVITY

The years of service below are included in the wage tables in Article 9.

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

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

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

Employees who have completed fourteen (14) years of service shall receive a longevity payment equal to \$6,548 per year, to be paid as part of their hourly wage throughout the year.

Employees who have completed nineteen (19) years of service shall receive a longevity payment equal to \$9,172 per year, to be paid as part of their hourly wage throughout the year.

Employees who have completed twenty three (23) years of service shall receive a longevity payment equal to \$11,252 per year, to be paid as a part of their hourly wage throughout the year.

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

ARTICLE 11 - HOURS OF WORK

- A. For police, the regular work week shall be four consecutive 8.5 hour days with two consecutive days off. Upon mutual consent between the Sanford Police Association and the Chief of Police, the regular hours of work may be changed. Employees must be provided with a minimum 14 day notice prior to changing the regular hours of work.
- B. The parties further acknowledge that some positions such as School Resource Officers, Animal Control Officer and other positions, which by the very nature of their work assignment, require working a different schedule than that designated in A. ~~and B.~~ above. Non-Patrol positions may work an approved schedule/hours.
- C. Overtime shall be paid to all employees covered by this Agreement at the rate of one and one-half (1 1/2) times their hourly rate for the following:
- recall to duty from an off-duty status;
 - court or other hearing appearances from an off duty status;
 - time worked over a regularly scheduled work day for investigations, accidents;
 - any other reason having the approval of the employee's Supervisor or the Chief
 - for any time actually worked over 40 hours in an employee's regular work week cycle, i.e. Sunday through Saturday, provided one-half (1/2) hour lunch breaks regularly taken in shift shall count as time actually worked for this purpose;
 - employees who appear in court or other hearing shall receive a four (4) hour minimum guarantee;
 - employees who are recalled to duty shall receive a two (2) our minimum guarantee.
 - Employee time off for vacations, will be counted as hours worked for overtime calculations provided that this overtime was not created by the same employee's vacation.
 - D. Employees may elect to have overtime paid in wages or compensatory time. Compensatory may accrue to a maximum of forty (40) hours during the year and may only be taken with the approval of the Chief or his/her designee.
- E. Criminal Investigative Division (CID) employees, when on call, will receive \$36.00 per day.

ARTICLE 12 - PERMANENT SHIFTS

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

ARTICLE 13 - OUTSIDE DETAILS

Policies governing private service jobs shall be regulated and controlled by the department. The rate of pay shall be set by the Association, with the approval of the Chief.

Sanford Outside Agency Rate and Road Closures

1. Officers are hired in 4 or 8 hour blocks. A minimum of 4 hours is required for each officer hired. Hours other than 4 hour blocks may be approved by the shift commander subject to the 4 hour minimum.
2. Pre-payment is required unless waived by the Chief of Police or his designee. The rate of pay will be \$70 per hour.
3. Job cancellations made with a minimum of two (2) hours notice, will be considered reasonable and no payment will be required. Job cancellations with less than two (2) hours notice, will require payment for the *first assigned officer(s)' scheduled shift* (four (4) hours minimum). Payment will be the responsibility of the entity hiring the officer. As noted above, jobs are scheduled in 4-hour blocks, partial cancellations are subject to this provision. Venders are required to give 2 hours notice for any oncoming officers.
4. Non-emergency jobs requested without 24 hours notice will be required to pay \$100 per hour. This does not apply to jobs which a current detail officer is working and an additional detail officers may need to be hired. An emergency is defined as Acts of God including weather.
5. Police officers will be required for any traffic control activities within an intersection controlled by a traffic light device. The Chief of Police or his designee will have the discretion to determine whether a detail officer will be required for a job affecting traffic irrespective of other requirements of this policy. Additionally, unless two way traffic can be allowed in both directions at the same time, police officers will be required on the following streets:
 - a. Main Street
 - b. Lebanon Street
 - c. Washington Street
 - d. Cottage Street
 - e. High Street
 - f. School Street
 - g. Oak Street
 - h. Pleasant Street
 - i. River Street
 - j. Route 4

Additional Streets May Be Added.

All requirements of Article 13 are contingent upon the police department's ability to maintain sufficient staffing levels for daily operations. The Chief, designee, or the Sanford Police Association Executive Board (by majority), may eliminate, reduce or alter the scheduling of any outside detail to address staffing related hurdles which impede the delivery of daily police services.

ARTICLE 14 – VACATIONS

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

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

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

Upon completion of two (2) year of service, employees shall be entitled to one hundred (100) hours of vacation.

Upon completion of three (3) year of service, employees shall be entitled to one hundred and twenty (120) hours of vacation.

Upon completion of five (5) years the employee shall be entitled to one hundred (140) hours of vacation.

Upon completion of ten (10) years the employee shall be entitled to one hundred and eighty (180) hours of vacation.

Upon completion of fifteen (15) years the employee shall be entitled to two hundred (200) hours of vacation.

Upon completion of twenty (20) years of service, the employee shall be entitled to two hundred and twenty (220) hours of vacation.

Upon completion of twenty four (24) years of service, the employee shall be entitled to two hundred and forty (240) hours of vacation.

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

*Employees may not carry over more than two hundred and forty (240) hours of accumulated vacation time from one year to the next at their anniversary. (Employees who now have in excess of 240 hours will be grandfathered in the amount they have, should they go lower that will become the new cap with 240 as the lowest cap. They cannot accrue more vacation time and either must use the vacation time they are currently earning or sell it back in conformity to this agreement.)

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

For new hire lateral officers who have a full time MCJA certification or full time certified officers from another state or federal service who receive a waiver for the MCJA BLETP, the years of service completion above, shall include all years served as a full time law enforcement officer.

- B. All employees hired prior to January 1, 1988, shall have their vacation based on seven (7) consecutive, eight (8) hour work days, plus one (1) eight (8) hour tag-on work day. This shall be construed to be a vacation week for those employees.
- C. Vacations will be allowed fifty-two (52) weeks a year. Two officers shall be allowed off per shift. During summer months, however, defined as June through August every effort will be made to allow for three Officers off per shift, provided that it does not cause undue financial hardship on the Department. All vacations, regardless of duration, must have the approval of the Chief acting in conformity with this paragraph.
- D. Regardless of date of hire, employees who are eligible for the 5th week of vacation after twenty (20) years of service will be awarded that one week equal to forty (40) hours.
- E. The annual vacation accrual for an employee who has exhausted his/her FMLA benefits for an injury or illness, (as defined by FMLA) will NOT be prorated upon his/her return to work. An employee will be eligible to accrue vacation pay beyond the twelve (12) week FMLA period.

ARTICLE 15- HOLIDAYS

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

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

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

Starting January, 2022 employees shall receive a total of one hundred and four (104) hours of pay for the thirteen (13) holidays and will be paid in their regular weekly paychecks as the holiday occurs. Starting the new year, January 2024, employees shall receive a single lump sum check for the 13 holidays the first pay period of November.

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

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

E. Any new Federal or State paid holidays recognized by the City of Sanford will automatically be recognized within this union's contract as a paid holiday.

ARTICLE 16 - SICK LEAVE

- A. Employees shall be eligible for one hundred and twelve (112) hours of sick leave each twelve (12) months of employment for non-service incurred illness or disability. After accumulating three hundred (300) hours of sick leave, employees will be paid for one hundred (100%) of their unused year's sick leave based on the employee's wages at the time of payment of the sick time.
- B. The City provides protection to all eligible employees as provided by the 1993 Family Medical Leave Act and such protection shall apply concurrently in addition to additional protections pursuant to the City's Personnel Policy. Sick leave for members covered by this Agreement may be used in the following cases:
1. Personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his/her position.
 - a. Doctor's certification and/or an Eligibility to Return to Work form supplied by the City will be required for sick leave of three (3) consecutive work days or more except that the employer may require a doctor's certification any time there is a suspected pattern of abuse of sick leave.
 2. At the discretion of the Chief, sick leave maybe used in the event of death of a family member as defined in Article 17 of this Agreement. In no event shall more than six (6) days be utilized pursuant to this section.
- C. If an employee begins employment after February 1st, or terminates before December 1st of any year, 112 hours of sick leave shall be pro-rated as to time worked.
- D. No employees shall receive both sick leave pay and benefits from the City's Income Protection Plan concurrently except that employees will be able to use in hourly increments, their accrued sick time to make up any difference in the amount of money received from Income Protection and their regular base salary. The amount of sick time and Income Protection received shall not exceed the employee's regular net pay.
- E. Unused sick leave: When an employee resigns in good standing or when an employee retires or is separated from service, s/he shall receive payment for 100% the number of accumulated sick days, subject to a maximum payment equal to 300 hours and any unused sick hours accrued during the year of separation. In the event of death prior to retirement or separation, the spouse shall receive the monetary value as mentioned above or, if no spouse, then to the child or children.
- F. The Parties agree that the first forty (40) hours of sick time used each year satisfies the Maine Earned Paid Leave (MEPL) statute and acknowledge that the accrual rates for sick time in this agreement exceed the requirements of the MEPL statute.

ARTICLE 17 - BEREAVEMENT LEAVE

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

ARTICLE 18 - UNPAID LEAVES OF ABSENCE

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

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

ARTICLE 19 - INJURIES

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

ARTICLE 20 - MEDICAL AND HOSPITAL INSURANCE

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

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

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

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

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

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

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

ARTICLE 21- PENSIONS

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

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

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

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

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

ARTICLE 22 – CLOTHING, CLEANING AND TELEPHONE REIMBURSEMENT

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

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

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

ARTICLE 23 - MILITARY LEAVE

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

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

ARTICLE 24 - GRIEVANCE PROCEDURE

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

- E. At any step of the grievance procedure, the City may act through its authorized representative.
- F. Nothing in this Article shall diminish the right of any employee covered hereunder to present his/her own grievance as set forth in 26 M.R.S.A. § 964(2)(A).

ARTICLE 25- MEMBER'S RIGHTS

A. Investigation of Police Misconduct

1. Members of the department hold a unique status as public officers and the security of the City and its citizens depends to a great extent upon the manner in which members of the Department perform their many duties, of contacts and relationships with the public. Out of such contacts and relationships may arise questions concerning the actions of members of the police force. Such questions may require prompt investigation by superior officers designated by the Chief or other competent authority.
2. To ensure that such investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the department, the following rules of procedure are established:
 - a. The interview will be conducted at a reasonable time taking into consideration the working hours of the members and the legitimate interests of the department. The officer conducting the interview shall advise the member that an official investigation is being conducted. The investigating officer shall inform the member of the nature of the alleged conduct which is the subject matter of the interview and, unless circumstances warrant anonymity, shall identify the complainant. If it is known that the member being interviewed is a witness only, s/he shall be so informed.
 - b. In any case in which a police officer has been identified as a suspect in a criminal investigation, the so-called Garrity Warning shall be given to the member concerned prior to the commencement of any questioning. The Garrity Warning shall be as follows:

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

The interview shall be recorded and be preserved by the investigating officer until the investigation is completed and all charges dropped or processed to conclusion. At his/her request, the member or his/her attorney, may listen to, transcribe or copy all or any portion of the recording. .

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

- c. If a member is under arrest or is likely to be, that is, if s/he is a suspect or target of a criminal investigation, s/he shall be afforded all rights granted under such circumstances to other persons.
 - d. In all cases in which a member is interviewed concerning a serious violation of departmental rules and regulations which, if proven, would be likely to result in his removal from the department, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his/her choosing and/or a representative of the Association before being interviewed, and his/her attorney and/or a representative of the Association may be present during the interview.
 - e. The parties agree that under no circumstances will a member covered by this Agreement be ordered or requested to take a polygraph examination.
 - f. The investigation will be conducted without unreasonable delay and the member will be advised of the final outcome of the investigation.
3. Any member charged with a violation of department rules and regulations, incompetence, misconduct negligence, insubordination, disloyalty, or other serious disciplinary infraction may request a hearing, provided such request is made in writing and delivered to the Chief or his/her representative no more than five (5) business days after the member is advised of the charge against him. No member shall be dismissed without first being given notice and an opportunity for a hearing whether s/he requests it or not. In the case of a member who has been suspended, the hearing shall, if requested by the member be held no more than five (5) business days after the date when the suspension began, unless by mutual agreement the time is extended.

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

B. Personnel Files

1. Insofar as permitted by law, all personnel records, including home addresses, telephone numbers and pictures of employees shall be confidential and shall not be released to any person other than officials of the department and other than City officials, except upon a legally authorized subpoena or written consent of the member.

2. Upon request, an employee shall have the right to inspect his/her official personnel record. Inspection shall be during regular business hours and shall be conducted under the supervision of the Human Resources department. An employee shall have the right to make a duplicate copy for his/her own use. No records shall be withheld from an employee for inspection. An employee shall have the right to have added to his/her personnel file a written refutation of any material which she considers detrimental. The written refutation must be submitted within thirty (30) business days of the date that the member becomes aware that the material is detrimental and is in his/her file.
3. No written reprimand which has not previously been the subject of a hearing shall be placed in a member's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five (5) business days thereafter, the member may file a written reply. If the Chief thereafter places the written reprimand in the member's personnel file, s/he shall also include the reply.
4. Counseling letters, Performance Improvement Plans, Performance Evaluations, Prescribed Training, Corrective Letters, Memos or other similar methods to improve an employee's performance are non-disciplinary actions, and do not constitute a "final disciplinary action" as that term is defined under 30-A M.R.S sec. 2702. Further, any documentation leading to any of the above described non-disciplinary methods is not, in and of itself, a final disciplinary action.

ARTICLE 26 - STRIKES AND SLOWDOWN PROHIBITED

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

ARTICLE 27 - SAVINGS CLAUSE

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

ARTICLE 28 – SWAPS

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

ARTICLE 29 - OUTSIDE EMPLOYMENT

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

ARTICLE 30
EDUCATIONAL INCENTIVE AND EDUCATIONAL INCENTIVE PAY

* Educational Incentive and Educational Incentive Pay is now in Article 9, Section B*

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

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

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

- B. No employee shall receive educational incentive pay until the Chief "has in hand" a diploma, a certificate, or proof of attainment of credits signed by an authorized representative of a post-secondary school or institution.
- C. The employee must apply for financial aid through LEAA, and upon refusal, the City shall pay tuition, fees and book costs for no more than 21 credit hours annually with a maximum fiscal year benefit of \$12,500.00. The courses taken must lead to a bachelor or associate degree in criminal justice, police science, police administration, psychology, sociology, communications, business administration, management, public administration, English or computer science. The City will only provide educational assistance to attain one degree per person.
- D. In order for an employee to get credits approved for payment, s/he must sign a payroll authorization permitting the City to deduct from his/her pay or other monies due, money expended for educational purposes if the employee did not complete and pass the course or if the required documentation is not provided by the employee taking the course within six (6) months of completing the course. No additional education benefits will be approved, i.e. tuition, fees and book costs, until the required documentation for previous courses taken has

been properly submitted. If it is impossible for the school to provide such documentation, the City will waive this requirement.

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

ARTICLE 31

LAW ENFORCEMENT OFFICERS PROFESSIONAL LIABILITY INSURANCE

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

ARTICLE 32 - DEATH BENEFITS

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

ARTICLE 33 - MANAGEMENT RIGHTS

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

ARTICLE 34 – PROMOTIONAL PROCESS

ARTICLE 34 PROMOTIONAL PROCESS

(Lieutenant)

The following procedure is to be used for promotion of Lieutenant within the Sanford Police Department.

If agreed upon by the City Manager and the Union, the Deputy Chief may replace the Chief in this promotional process.

Sworn, full-time police officers of the Sanford Police Department shall meet the listed criteria for consideration to promotion for the position of Lieutenant..

CRITERIA

Full-time continuous employment currently with the Sanford Police Department for a period of at least two (2) years. Currently holding the rank of Sergeant for at least one (1) year.

PROMOTIONAL STEPS

1. The Chief of Police shall post the department's intent on filling the vacancy of Lieutenant.
2. Candidates interested in participating in the selection process shall submit a written letter of intent to the police chief's office along with a resume, listing experience, training, certifications, awards, as related to law enforcement.
3. Candidates will be given written notice of an oral board interview that shall consist of law enforcement professionals as chosen by the Chief of Police. The grading of the oral board interview shall be done by a matrix, which is provided by the personnel coordinator. The score of the oral board interview shall be calculated as follows:

RAW SCORE X.50 = SCORE FOR ORAL BOARD

The personnel coordinator will review and tabulate the scores of the oral interviews. Candidates shall receive their individual score in writing; however, there will be no knowledge of any board score by the Chief of Police.

4. Candidates will be graded on merit while employed at the Sanford Police Department. The grading will be completed by the Bureau of Administration Commander using the included grading sheet. Each graded area shall be verified by a certificate of completion or other acceptable documentation so as to verify the validity of grading. The score for the merit grade shall be calculated as follows:

RAW SCORE X.10 = SCORE FOR MERIT

The personnel coordinator will review and tabulate the scores of the merit grading sheet. Candidates shall receive their individual score in writing; however, there will be no knowledge of any score by the Chief of Police.

5. Candidates will be given a written notice of an oral interview with the Chief of Police. Once the interview with the Chief of Police has been completed, the Chief will affix a score based on the candidate's performance in the interview. The score for the Chief's interview shall be calculated as follows:

RAW SCORE X .40 = SCORE FOR CHIEF'S INTERVIEW

Once the scores of the Chief's interview have been forwarded to the personnel coordinator, they will be combined with the scores from the oral board interviews and the merit grading sheet. A list will then be submitted to the Chief of Police of those candidates who are eligible for promotion to Lieutenant. The list shall include the candidate's name and overall score. The Chief of Police shall have the authority to select from the top three (3) candidates and shall nominate the candidate for the position of Lieutenant. The candidate selected by the Chief of Police for Lieutenant shall have five (5) days from the date of nomination to accept the promotion with those conditions outlined in the Sanford Police Department Rules and Regulations, Sanford Police Department Standard Operating Procedures, and current collective bargaining agreement.

PROMOTIONAL PROCESS

(Sergeant)

The following procedure is to be used for the promotion of Sergeant within the Sanford Police Department.

If agreed upon by the City Manager and the Union, the Deputy Chief may replace the Chief in this promotional process.

Sworn, full-time police officers of the Sanford Police Department shall meet the listed criteria for consideration to promotion for the position of Sergeant

CRITERIA

1. Full-time continuous employment as a certified full time police officer for a period of at least four (4) years, the last two being with the Sanford Police Department.
2. Officers not meeting the (4) years of service at the time of the written test, shall be allowed to test as long as they will be eligible at any point during the life of the active promotional list.

PROMOTIONAL STEPS

1. The Chief of Police shall post the department's intent on filling the vacancy of Sergeant.
2. Candidates interested in participating in the selection process shall submit a written letter of intent to the Police Chief's office along with a resume, listing experience, training, certifications, awards, as related to law enforcement.
3. Candidates will be given written notice of written test that will be administered by the personnel coordinator and the Bureau of Administration Commander. The tests will be hand-scored by the personnel coordinator.

The personnel coordinator shall distribute recommended reading lists furnished by the company that manufactured the test, prior to the examination. A schedule will be developed, allowing equal access to City purchased books. The score for the written test will be calculated as follows:

RAW PASSING SCORE X .30 = SCORE FOR WRITTEN TEST

Each candidate shall receive their written score from the personnel coordinator. Seventy percent (70%) of the correct answers of the total questions asked on the written examination is a passing score, and will be the minimum score required to progress to the next step.

4. Candidates will be given written notice of an oral board interview that shall consist of law enforcement professionals as chosen by the Chief of Police. The grading of the oral board interview shall be done by a matrix, which is provided by the personnel coordinator. The score of the oral board interview shall be calculated as follows:

RAW SCORE X.30 = SCORE FOR ORAL BOARD

The personnel coordinator will review and tabulate the scores of the oral interviews. Candidates shall receive their individual score in writing; however, there will be no knowledge of any board score by the Chief of Police.

5. Candidates will be graded on merit while employed at the Sanford Police Department. The grading will be completed by the Bureau of Administration Commander using the included grading sheet. Each graded area shall be verified by a certificate of completion or other acceptable documentation so as to verify the validity of grading. The score for the merit grade shall be calculated as follows:

RAW SCORE X.10 = SCORE FOR MERIT

The personnel coordinator will review and tabulate the scores of the merit grading sheet. Candidates shall receive their individual score in writing; however, there will be no knowledge of any score by the Chief of Police.

6. Candidates will be given a written notice of an oral interview with the Chief of Police. Once the interview with the Chief of Police has been completed, the Chief will affix a score based on the candidate's performance in the interview. The score for the Chief's interview shall be calculated as follows:

RAW SCORE X .30 = SCORE FOR CHIEF'S INTERVIEW

Once the scores of the Chief's interview have been forwarded to the personnel coordinator, they will be combined with the scores from the written test, oral board interviews, and merit grading sheet. A list will then be submitted to the Chief of Police of those candidates who are eligible for promotion to Sergeant. The list shall include the candidate's name and overall score. The Chief of Police shall have the authority to select from the top three (3) candidates and shall nominate the candidate for the position of Sergeant. The candidate selected by the Chief of Police for Sergeant shall have five (5) days from the date of nomination to accept the promotion with those conditions outlined in the Sanford Police Department Rules and

Regulations, Sanford Police Department Standard Operating Procedures, and current collective bargaining agreement.

The selection list may remain active for a period of up to 18 months from the date of creation. The Chief of Police may use this list to select candidates for promotion to Sergeant as vacancies occur during the life of the list. The Chief of Police shall have the authority to choose from the top three (3) candidates remaining on the list or inactivate the list and begin a new promotional process.

If a written test is no longer an option, the City and Union will come to mutual agreement through labor management on how the future process will be administered and scored.

MERIT SCORING SHEET

1. **GOOD CONDUCT POINTS:** Good conduct shall be evaluated by using the candidate's personnel file and other appropriate sources to include but not limited to; criminal history and the Maine Criminal Justice Academy. Candidate may only fit into one of the following categories:

3 years good conduct -----5 points
5 years good conduct -----10 points
7 years good conduct -----15 points
10 years good conduct-----20 points

SCORE: _____

2. **EDUCATIONAL POINTS:** Educational points shall be granted with appropriate documentation to verify completed credit scores. Candidate may only fit into one of the following categories:

60 credit hours-----10 points
120 credit hours-----20 points

SCORE: _____

3. **MILITARY POINTS:** Military points shall be verified by using the appropriate documentation. Candidate may only fit into the following categories:

Honorably discharged or actively participating in the National Guard or Reserves-----10 points

Honorably discharged from full time active duty-----20 points

SCORE: _____

4. TIME IN GRADE POINTS: Time in grade points shall be granted after verifying actual time in present grade while employed with the Sanford Police Department. Candidate may only fit into one of the following categories:

3 years in present grade-----5 points
5 years in present grade-----10 points
7 years in present grade-----15 points
10 years in present grade-----20 points

SCORE: _____

5. TRAINING AND CERTIFICATIONS: Points shall be granted in this category only where proper documentation can verify such positions or training. Points should only be granted if candidate actively performed in the position or training described. Candidate may fit into multiple categories:

Certified Maine Criminal Justice Academy Instructor	2 points
Agency Instructor	2 points
Certified Patrol Training Officer	4 points
School Resource Officer	2 points
Active member of the Special Response Team	4 points
Hostage Negotiator	2 points
Detective (assigned permanently for non-medical reasons)	2 points
Mental Health Unit Officer	2 points
K-9 Officer	2 points
Maine Drug Enforcement Agency minimum one (1) year	2 points
Certified Drug Recognition Expert minimum one (1) year	2 points
Certified Crash Reconstructionist minimum one (1) year	2 points

By Mutual agreement between the Police Association and the Chief of Police, merit score categories may be amended. Amendments must be codified prior to posting the announcement of a promotional opportunity.

SCORE: _____

Candidates shall provide certified documentation to prove all training and certifications when required. Failure to provide documentation shall result in the granting of zero points in said category.

TOTAL SCORE: _____

ARTICLE 35 - CONTINUATION OF PRESENT POLICIES

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

ARTICLE 36 – PERFORMANCE APPRAISAL PROCESS

The performance appraisal will be adopted by a policy that is mutually agreed upon by the Sanford Police Association (SPA) and the Chief of Police or his designee. This policy may only be changed by a mutual agreement between the SPA and the Chief of Police or his designee.

ARTICLE 37

FLEXIBLE MEDICAL AND DEPENDENT CARE REIMBURSEMENT PLAN

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

ARTICLE 38 – REHIRE PROGRAM

The following conditions must be met for a former employee to be eligible for the Rehire Program (the “Program”)

- (A) Former employee must have a minimum of 25 years of MainePERS service and or qualify for retirement under the Plan at that time, but no more than 30 years of MainePERS to be eligible for the Program. Accrual of service credit and determination of benefits shall be governed by the rules of the Maine Public Employees Retirement System (MainePERS).
- (B) Former employee is subject to rehire at the discretion of the Police Chief at which time the Chief will provide a written agreement to rehire the employee -This agreement will define a shift assignment for the employee and be valid for 365 days. Prior to the completion of this agreement (60 days preferred), the employee may request to extend the re-hire status for another 365 day period. This extension may be granted at the discretion of the Police Chief . If granted, a new agreement will be drafted, defining a shift assignment and start date. The total re-hire time, from initial to final agreement, shall not exceed five (5), 365 day assignments.
- (C) Employee shall be required to serve a minimum of 365 days for each re-hire agreement.
- (D) Employee’s failure to satisfy the minimum 365 days of employment required shall permit the employer to recover all benefits that exceed the Employee’s period of employment.
- (E) Other Program Conditions:
 - Employee shall be paid and work the Patrol Rate based upon current Article 9 wages..
 - Employees may retain any prior specialties at the discretion of the Chief of Police, but are not eligible for any new specialties. Employees are not eligible to hold acting supervisory positions and are not eligible for promotion.
 - Employer shall pay ½ of the required MainePERS contribution and Employee shall pay ½ of the required MainePERS contribution through payroll deduction. Rates are set by MainePERS each July 1st.
 - City will offer \$1,500 annually into the ICMA Retirement Corporation 457 Fund Deferred Compensation Program.
 - Employee shall receive 25 non-accruing personal days annually in place of vacation/sick time and having no monetary value at separation.
 - Employee shall comply with collective bargaining agreement notice provisions for use of personal days for sick time or vacation time.

- (F) If the Employee is medically disqualified (other than Worker's Compensation) from working within the Department for a period exceeding 90 days, the Employee shall be considered to have concluded the Program.
- (G) Employee may apply for all overtime and outside job opportunities subordinate to non-retire rehire employees. Employee is subject to order over/in and all other recalls to duty pursuant to current practices.
- (H) All other applicable collective bargaining and Personnel Policy provisions shall apply.

ARTICLE 39 - TERM OF AGREEMENT

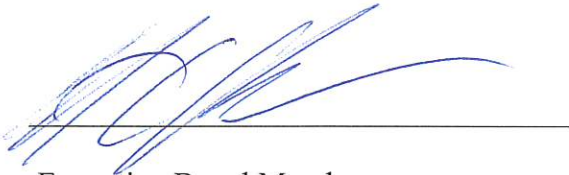
This Agreement shall be effective as of the first date of ratification unless otherwise specified in this Agreement and shall remain in full force and effect until June 30, 2026. It shall be automatically renewed for succeeding one (1) year periods unless a new Agreement has been signed by both parties. Either party shall notify the other to renegotiate at least one hundred twenty (120) days before June 30, 2026 if wages, rates of pay or other matters requiring appropriations of money by the City are to be renegotiated.

This Agreement shall govern the rights of the parties from the date of ratification, unless otherwise specified herein, until and including June 30, 2026.

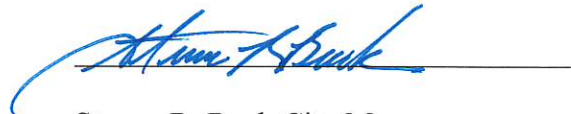
Signed and dated this 26th day of June, 2023, at Sanford, Maine.

SANFORD POLICE ASSOCIATION

CITY OF SANFORD



Executive Board Member
Everett Allen Treasurer



Steven R. Buck City Manager



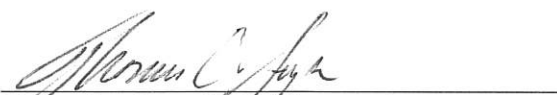
Samuel Bennett VP
Executive Board Member



Michael Gordon President
Executive Board Member



David J. Randt Steward
Executive Board Member



Executive Board Member *Thomas C. Sayre Secretary*