

AGREEMENT BETWEEN THE
CITY OF SANFORD
AND
SANFORD POLICE ASSOCIATION

JULY 1, 2026- JUNE 30, 2029

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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, Animal Control Officer, and Mental Health First Responders in the Sanford Police Department, excluding the Chief of Police, Deputy Chief of Police, Police Majors and 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 by electronic transfer (ACH) provided by the Union.
- 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 and Mental Health First Responders 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 an Animal Control Officer or Mental Health First Responder is promoted to patrol, that employee shall not be able to return to the position of Animal Control Officer or Mental Health First Responder 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, Human Resources and the City Manager 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 Training Officer (PTO or FTO) during the probationary period.

ARTICLE 9 – WAGES

All employees shall be required to participate in direct deposit for their pay.

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

Effective July 1, 2026: The wage scale shall increase by a one-time Market Adjustment.

Effective July 1, 2027: The Wage Scale shall increase by a COLA of no lower than 3% and no higher than 5% over the prior fiscal year determined by the CPI-W (Consumer Price Index) based on the previous year (from October 1st to September 30th) CPI-W average for the Mid-Atlantic region used by the City per the Personnel Policy.

https://www.bls.gov/regions/midatlantic/data/ConsumerPriceIndexHistorical_US_Table.htm

Effective July 1, 2028: The Wage Scale shall increase by a COLA of no lower than 3% and no higher than 5% over the prior fiscal year determined by the CPI-W (Consumer Price Index) based on the previous year (from October 1st to September 30th) CPI-W average for the Mid-Atlantic region used by the City per the Personnel Policy.

https://www.bls.gov/regions/midatlantic/data/ConsumerPriceIndexHistorical_US_Table.htm

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

Patrol - No Ed Credits	Hourly Base
Start	\$33.36
Beginning of Year 2	\$34.05
Beginning of Year 3	\$34.90
Beginning of Year 4	\$35.72
Beginning of Year 5	\$36.34
Beginning of Year 7	\$37.45
Beginning of Year 9	\$38.51
Beginning of Year 11	\$39.87
Beginning of Year 14	\$40.99
Beginning of Year 18	\$43.23

Patrol - 60 Ed Credits	Hourly Base
Start	\$35.20
Beginning of Year 2	\$35.92
Beginning of Year 3	\$36.82
Beginning of Year 4	\$37.68
Beginning of Year 5	\$38.34
Beginning of Year 7	\$39.51
Beginning of Year 9	\$40.63
Beginning of Year 11	\$42.06
Beginning of Year 14	\$43.24
Beginning of Year 18	\$45.61

Patrol - 120 Ed Credits	Hourly Base
Start	\$36.70
Beginning of Year 2	\$37.46
Beginning of Year 3	\$38.39
Beginning of Year 4	\$39.29
Beginning of Year 5	\$39.97
Beginning of Year 7	\$41.20
Beginning of Year 9	\$42.36
Beginning of Year 11	\$43.86
Beginning of Year 14	\$45.09
Beginning of Year 18	\$47.55

Sergeant - No Ed Credits	Hourly Base
Beginning of Year 4	\$42.67
Beginning of Year 5	\$43.37
Beginning of Year 7	\$44.14
Beginning of Year 9	\$45.33
Beginning of Year 11	\$46.34
Beginning of Year 14	\$47.26
Beginning of Year 18	\$48.49

Sergeant - 60 Ed Credits	Hourly Base
Beginning of Year 4	\$45.02
Beginning of Year 5	\$45.76
Beginning of Year 7	\$46.57
Beginning of Year 9	\$47.82
Beginning of Year 11	\$48.89
Beginning of Year 14	\$49.86
Beginning of Year 18	\$51.16

Sergeant - 120 Ed Credits	Hourly Base
Beginning of Year 4	\$46.94
Beginning of Year 5	\$47.71
Beginning of Year 7	\$48.55
Beginning of Year 9	\$49.86
Beginning of Year 11	\$50.97
Beginning of Year 14	\$51.99
Beginning of Year 18	\$53.34

Lieutenant - No Ed Credits	Hourly Base
Beginning of Year 5	\$47.22
Beginning of Year 7	\$48.16
Beginning of Year 9	\$49.00
Beginning of Year 11	\$50.14
Beginning of Year 14	\$50.61
Beginning of Year 18	\$51.82

Lieutenant - 60 Ed Credits	Hourly Base
Beginning of Year 5	\$49.82
Beginning of Year 7	\$50.81
Beginning of Year 9	\$51.70
Beginning of Year 11	\$52.90
Beginning of Year 14	\$53.39
Beginning of Year 18	\$54.67

Lieutenant - 120 Ed Credits	Hourly Base
Beginning of Year 5	\$51.94
Beginning of Year 7	\$52.98
Beginning of Year 9	\$53.90
Beginning of Year 11	\$55.15
Beginning of Year 14	\$55.67
Beginning of Year 18	\$57.00

Mental Health First Responder - No Ed Credits***	Hourly Base
Start	\$27.22
Beginning of Year 2	\$28.54
Beginning of Year 3	\$29.86
Beginning of Year 4	\$31.17
Beginning of Year 5	\$32.49
Beginning of Year 7	\$33.72
Beginning of Year 9	\$35.17
Beginning of Year 11	\$36.62
Beginning of Year 14	\$38.07
Beginning of Year 18	\$39.51

Animal Control Officer - No Ed Credits***	Hourly Base
Start	\$29.82
Beginning of Year 5	\$30.32
Beginning of Year 7	\$31.19
Beginning of Year 9	\$31.69
Beginning of Year 11	\$33.09
Beginning of Year 14	\$34.40
Beginning of Year 18	\$35.44

*****Education Credits
Apply the Same as
Police Officers**

B. – Educational Incentive/Military Service 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 or have previous Military Service.

<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 or 4 Years of Military Service	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 or 8+ Years of Military Service	two and one-half percent (2 1/2%) of weekly pay

*Percentage applied to pay Educational/Military Incentive Pay shall be cumulative and be based upon the pay at point of attainment of credits. Combination of degree hours and military service is not allowed (Military 4 years and 60 degree hours does not equal 120 degree hours/Bachelor's Degree Incentive).

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. A DD214 is required for Military Service credit.
- 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, they must sign an authorization permitting the City to deduct from their 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 day – 7 hours per week

ARTICLE 10 – LONGEVITY

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

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;
 - when overtime is worked within the same week an employee leaves for Military or returns from Military;
 - 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 \$100 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 \$125 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 one hundred twenty (120) hours earned upon completion of one (1) year of service. If an employee leaves within one year of being hired and gets rehired at a later date, they do not receive the 40 hours of vacation time upon hire again.

After six months of service, an employee may use half of the time earned at their one year anniversary.

Upon completion of one (1) year of service, employees shall be entitled to one hundred twenty (120) hours of vacation.

Upon completion of three (3) year of service, employees shall be entitled to one hundred and (140) hours of vacation.

Upon completion of five (5) years the employee shall be entitled to one hundred sixty (160) 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. 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 an un-orderable scheduling conflict or undufinancial hardship on the Department. All vacations, regardless of duration, must have the approval of the Chief or their designee acting in conformity with this paragraph.
- C. 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.
- 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 any sick, vacation, comp, or personal 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. If the requirements, benefits, definitions and/or scope of the state laws related to the Maine Earned Paid Leave change from the date of this revised policy, such changes are automatically incorporated into this section.

G. Maine Paid Family and Medical Leave – State of Maine Paid Family and Medical Leave (PFML) – Family medical leave is governed by the requirements of Maine's Family Leave Law. If the requirements, benefits, definitions and/or scope of the state laws related to family medical leave change from the date of this revised policy, such changes are automatically incorporated into this section.

Any payroll tax that is a part of this law shall be split equally between the City and the employee, with the City paying one half and the employee paying one half up to the State employee maximum. This is regardless if the City decides to go with the State plan or a private plan.

ARTICLE 17 - BEREAVEMENT LEAVE

In the event of a death, the employee shall be granted paid bereavement leave for working days/hours missed falling between the time of death and the day after the funeral. 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. The bereavement leave shall be granted as follows:

5 Days

- Spouse/Domestic Partner;
- Children/Step Children/Domestic Partner's Children;
- Parents/Step Parent/Domestic Partner of Parent; and
- Siblings/Step-Siblings.

3 Days

- Father/Mother In-Law, Domestic Partner's Parents;
- Brother/Sister In-Law;
- Daughter/Son In-Law;
- Grandparents/Grandparents In-Law;
- Grandchildren, Grandchildren of Domestic Partner;
- Aunt/Uncle;
- Other Persons – Residing in same household or any significant relationship as agreed upon between the Human Resources Director and the Department Head.

1 Day

- Niece/Nephew; and
- Cousin.

*Upon agreement between the Human Resources Director and the Department Head, up to one day of paid leave may be granted for bereavement purposes not listed above.

Employees on bereavement leave have no obligation to respond to any calls from the City during periods of non-work amidst or contiguous with such leave.

Definition of Domestic Partner:

- An employee who is mentally competent as an adult;
- has been legally domiciled with the employee for at least 12 months;
- is not legally married to or legally separated from another individual;
- is the sole partner of the employee and expects to remain so;
- is not a sibling of the employee; and
- is jointly responsible with the employee for each other's common welfare (joint living arrangements, joint financial arrangements, or joint ownership of real estate or personal property).

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 Baxter 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) 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 Acadia plan, with the provision that those employees, who wish to continue with the Acadia plan, pay the total difference in premium between the MMEHT Baxter and the MMEHT Acadia plans, in addition to the contractual amount of premium contribution. There will be no HRA benefit with the Acadia plan. Employees will have the benefit of once a year on January 1st of changing their election to either the Baxter plan or the Acadia 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 they 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 all employees not participating in the Maine Public Employees Retirement Program, the City will contribute \$3,000 annualized to the Mission Square, 457 Deferred Compensation Program on their behalf. All employees participating in the Maine PERS Program offered by the City who wish to participate in the Mission Square Program may do so at their own expense through payroll deduction.
- 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 eligible employees. All eligible employees hired after January 1, 2014 will be required to switch to the MPERS Special Plan 3C.
- G. Any employee who is not eligible for the MPERS Special Plan 3C but are a part of this union will have the choice to participate in the MPERS AC 60/65 Plan, one-half (1/2) of their Average Final Compensation (average of three highest years of earnable compensation).
- H. All employees that have retired from MPERS with another municipality but have been rehired by the City of Sanford must pay 1/2 of the MPERS fee with the City paying the other 1/2 of the required MPERS fee.

ARTICLE 22 – CLOTHING STIPEND

- A. The City agrees to pay, for all Police Officers, Mental Health First Responders and the Animal Control Officer, \$1,200 for the cost of normal acquisitions and replacement of uniforms and accoutrements. The Police Department is responsible for the following items:

- *Full initial issue of gear including department phones
- *Replacement of the ballistic vest per manufactures guidance
- *Replacement of gear damaged or destroyed during the duty law enforcement or emergency actions

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

The stipends will be paid through accounts payable in August each year for that current fiscal year.

ARTICLE 23 - MILITARY LEAVE

Eligible employees will be granted a non-paid leave of absence for military service or training as defined by the Uniform Services Employment and reemployment Rights Act of 1994 (USERRA), the Maine Leave Relating to Reserve Training or Military Service law (26 M.R.S.A. 811-814), or the National Defense Authorization Act (Military Family Leave).

The City of Sanford supports the military obligations of all employees and grants leaves for uniformed service in accordance with applicable federal and state laws. Any employee who needs time off for uniformed service should immediately notify the Human Resources Department and the employee's supervisor, who will provide details regarding the leave. If an employee is unable to provide notice before leaving for uniformed service, a family member should notify the supervisor as soon as possible.

If the City so requests, the employee must provide copies of their military orders prior to leaving for service or as soon as practicable. USERRA and Maine law contain detailed provisions concerning military members' civilian employment and re-employment rights, and the conditions for exercising those rights. A notice of USERRA rights is included here:

<https://www.dol.gov/vets/programs/userra/poster.htm>.

For any period of routine annual training, the City will pay the employee the difference between service pay and the employee's regular compensation. Employees will have the option to use accrued time if they so choose.

Upon return from military leave, employees will retain certain rights with respect to reinstatement, seniority, layoffs, compensation, length of service promotions, and length of service pay increases, as required by applicable federal or state law. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination.

All employees who enter military service may accumulate a total absence of five years and still retain employment rights.

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*

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:

$$\text{RAW SCORE X.35} = \text{SCORE FOR ORAL BOARD}$$

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 .30= 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 .35 = 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.25 = 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.25 = 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.25= 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.25 = 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
Task Force Officer	2 points
Court Officer	2 points
SPEAR Team Member	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, 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
- (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 \$\$3,000 annually into the Mission Square 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. These days will count as time worked for overtime purposes.

- The first forty (40) hours of any personal days used each year satisfies the Maine Earned Paid Leave (MEPL) statute and acknowledge that the personal days in this agreement exceed the requirements of the MEPL statute. If the requirements, benefits, definitions and/or scope of the state laws related to the Earned Paid Leave change from the date of this revised policy, such changes are automatically incorporated into this section.
 - 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, 2029. 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, 2029 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, 2029.

Signed and dated this 8th day of September, 2026, at Sanford, Maine.

SANFORD POLICE ASSOCIATION

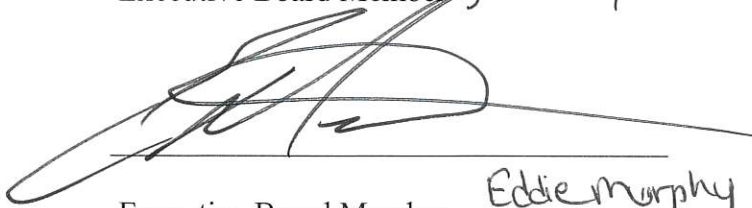
CITY OF SANFORD



Executive Board Member Sgt. Jeremy Riddle



Steven R. Buck City Manager



Executive Board Member Eddie Murphy



Executive Board Member Everett Allen

Chantel Allen - Chantel Allen

Executive Board Member

Executive Board Member