

AGREEMENT

BETWEEN THE

CITY OF SACO

AND

TEAMSTERS LOCAL NO. 340

Saco Public Safety Support Unit

July 1, 2021 – June 30, 2024

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

ARTICLE 1 - RECOGNITION

- A.** The Employer recognizes the Union as the sole and exclusive bargaining agent for the Saco Public Safety Support Unit of the Saco Police Department for the purpose of collective bargaining and entering into an agreement relative to salaries, wages, hours, and working conditions. The positions covered in this Unit are: Dispatchers, Parking Enforcement, Records Specialist, Quality Assurance Technician, Animal Control Officer, CID Support Technician, and Court Officer.
- B.** The Union recognizes that this Agreement shall be effective to the extent it is consistent with the rights conferred upon the City in accordance with the City Charter and Municipal Public Employees Labor Relations Laws, 26 M.R.S.A. 961 et. Seq. as amended. The Union thoroughly recognizes that the Employer will determine the work to be performed by the Police Department and the Police Chief and the City Administrator will determine how the work will be performed, machines and equipment necessary to perform the work, and the need to increase and decrease the complement of the employees as well as the employment standard.

ARTICLE 2 - UNION SECURITY

A. Membership

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

B. Fair Share

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

C. Maintenance of Membership

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

ARTICLE 3 - CHECKOFF

A. Dues Deduction

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

B. DRIVE

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

C. Financial Institution

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

ARTICLE 4 - HOURS OF WORK

A. Regular Hours

The regular hours of work each day shall be consecutive. References to consecutive hours of work in the balance of this Article shall be construed generally to include a one-half (1/2) hour lunch period. The work week shall start at the beginning of the 1st shift on Sunday and end at the conclusion of the 3rd shift on Saturday for purposes of payroll. Vacation requests will start at the beginning of the 1st shift on Monday and end at the conclusion of the 3rd shift on Sunday.

B. Work Week

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

shifts as presently established for Public Safety Dispatchers. For the remaining positions under this contract, the work schedule is Monday through Friday, eight (8) hour days.

2. Due to the nature of the 4 days on, 2 days off work schedule, employees eventually reach a bi-weekly paycheck that is below an 80-hour work week. To ensure consistent pay on each pay period, employees will 'bank' the 5 hours of extra time accrued during the pay periods where they achieve 80-hours of work. This time will be carried over to the short pay cycle and the employee will be 'made whole' on that pay period (adding the two five hours from the two pay cycles adds 10 hours to the short 68-hour pay period for a total of 78 hours. The city agrees to make the employee whole, so they receive an 80-hour paycheck.)
3. Any vacancies created by the Court Officer may be filled by various personnel at the discretion of the Police Chief.

C. Call Back

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

D. Shift Bids

Employees will bid on shifts every 6 months.

ARTICLE 5 - REST PERIODS/MEAL PERIODS

A. Rest Period

All employees work schedules shall provide for a reasonable rest period during each one half (1/2) shift. The rest period shall be scheduled in the middle of each one half (1/2) shift whenever this is feasible. Said rest period shall be construed generally to mean fifteen (15) minutes. Employees shall be granted time to eat and will be paid for said time when working a double shift.

B. Meal Period

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

C. Work Beyond Regular Time

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

ARTICLE 6 - OUT OF TOWN EXPENSES

Employees on official business, out of Town for the Employer, with prior approval of the Police Chief, shall be paid at the amounts set by the City’s Reimbursement Policy in the Employee Handbook.

ARTICLE 7 - HOLIDAYS

A. Recognized and Observed Holidays

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

- New Year’s Day
- Martin Luther King Day
- President’s Day
- Patriot’s Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day/Indigenous People’s Day
- Veterans’ Day
- Thanksgiving Day
- Christmas Day

B. Floating Holidays

Eight (8) of the above holidays may be taken as floating holidays and may be taken at the discretion of the Police Chief at a time agreeable to the Police Chief and the individual employee. If none of the eight holidays are utilized by the member, they will be paid out by the city in the first pay period of December. The remainder of the holidays shall be mandatory fill days (See appendix ‘B’). Employees shall be allowed to take Holiday time in half (1/2) day increments. For Dispatch, this would mean four and a half (4½) hours if the first half of the shift is taken and four (4) hours if the second half of the shift is taken.

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

C. Mandatory Fill (Floating Holidays)

Mandatory fill floating holidays may not be used for the following holidays:

- Independence Day
- Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

D. Pay in Lieu of Holidays

Any employee may elect to take up to nine (9) of the holidays as compensation at the straight time rate of the employees' normal workday per holiday payable the first regular pay period in December or to be paid during the employee's short weeks. Three of the days will be mandatory fill days.

E. Holiday Definition

A holiday is defined based on the number of hours an employee is regularly scheduled to work.

F. Personal Days

Employees are provided with two (2) personal days per calendar year to be used, paid out, or deposited into the ICMA RHS- Retirement Health Savings Account, which cannot be carried over. These are not mandatory fill days.

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

See Human Resources for an application.

ARTICLE 8 - SICK LEAVE

A. Accrual

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

B. Provisions

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

C. Certification

The Police Chief may require a doctor's note if the employee is out for more than three consecutive days.

D. Family Sick Leave

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

Employees may use up to forty (40) additional hours of family sick leave, deducted from the employee's accrued sick leave, which will remain in effect unchanged for the duration of the contract. Approvals may be made at the discretion of both the police chief and the City Administrator. Said approvals will not be precedent setting and will not constitute a past practice.

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

E. Personal Day Usage

Employees shall be allowed to convert up to two (2) days of their current sick accruals to personal days. These converted days would be treated the same as sick days for purposes of accruals, payout, carryover, etc.

F. Unused Sick Leave

1. Upon separation from employment in good standing, the employee shall be paid for thirty-five percent (35%) of their accumulated hours, provided the employee has been employed ten (10) years. The employee shall be paid fifty percent (50%) of their accumulated sick hours provided the employee has been employed twenty (20) years. The employee shall be paid seventy percent (70%) of their accumulated hours provided the employee has been employed thirty (30) years.
2. In the event of the death of an employee, one hundred percent (100%) of all unused accrued sick leave shall be paid to the employee's estate, and in the case the employee is not married, to the beneficiary designated on the employee's group life insurance plan with the Employer.

ARTICLE 9 - SENIORITY

A. List

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

B. Seniority within the Union

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

C. Seniority within the City

Seniority within the City shall be based on the employee's last date of hire and shall be a

governing factor for vacation and sick accrual as well as the steps in longevity percentages.

ARTICLE 10 - WAGES

A. Wages

See Appendix A – Salary Scale

B. Direct Deposit

Employees shall receive pay by direct deposit.

C. Pay Days

Employees will receive their paycheck bi-weekly.

ARTICLE 11 - ANNUAL VACATIONS

A. Schedule

Employees shall be allowed paid vacation as follows:

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

B. Order-Ins on Vacation

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

C. Accrual

Entitlement to vacation under this section shall be determined as of the employees’ anniversary date each year and accrued on a bi-weekly basis. Exceptions may be made for emergencies at the discretion of the Police Chief. Vacation request must be submitted in writing to the Chief

of Police thirty (30) days in advance. Upon separation of employment, the Employer shall pay all accrued vacation to employees in good standing. At the employee's anniversary date, only the maximum accrued vacation may be carried forward. Vacation time off shall be scheduled at such time or times as shall be mutually agreeable to the Employee and the Employer, except in the case where the Employee fails to schedule or take vacation time off within the prescribed time, and in such cases the Employer may direct the Employee to take the time off.

D. Vacation Buy-Out

In the first pay period of December of each year, employees will receive the option to elect to cash out a portion of their earned vacation time. Employees may cash out up to a maximum of 80 hours providing that at least 40 hours of leave remain to cover unanticipated absences.

E. Request for Vacation before February 1st

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

F. Request for Vacation after February 1st

Any vacation requests not submitted by February 1st must be presented in writing thirty (30) days in advance unless for an emergency, and will be scheduled by seniority, but will not displace any vacations in §D. Requests less than thirty (30) days in advance may be submitted and approved if no other vacations are already scheduled for the same time frame and can be accommodated.

G. Allowance of Vacation Time

One dispatcher of the unit may be off on vacation during any week of the calendar year. . Preference will be given by seniority and the second unit member's vacation cannot be locked until 15 days prior to the vacation.

For the Court Officer, Records Specialist, and Quality Assurance Technician, only one of the three positions may be on vacation at any given time. Preference will be given by seniority.

Use of sick leave while on a scheduled vacation is prohibited; however, the City Administrator may authorize the use of sick leave in place of vacation in unusual or exceptional circumstances.

ARTICLE 12 - BEREAVEMENT

In the event of the death of an employee's spouse, legally recognized partner, children, mother and father, or legal guardian, the employee shall be granted five days' leave of absence, with full pay, to make household arrangements and arrange for or attend death services. In the event of the death of an employee's sister, brother, stepparents, stepchildren, grandmother, grandfather, spouse's grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law or brother-in-law, the employee shall be granted up to three days' leave of absence, with full pay, to make household adjustments and arrange for or attend the death services. This provision shall also apply to out-of-town deaths. The employee may be required to furnish their immediate supervisor with proof of death. For relatives other than those mentioned

above, such as aunt, uncle, niece, nephew or first cousin, one day's leave, with pay, to attend the funeral will be granted. The City Administrator may grant additional leave under this subsection in unusual or exceptional circumstances.

ARTICLE 13 - INSURANCE AND RETIREMENT

A. Workers' Compensation

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

B. Medical Insurance

1. The Employer shall participate in the Maine Municipal Employees Health Trust (MMEHT) PPO-500 plan or comparable with a Health Reimbursement Arrangement (HRA) funded at 75% (seventy five percent) of the maximum out of pocket (MOP) cost for an employee on the plan or for an employee with any dependents (spouse and/or children) enrolled in the plan.

The City of Saco provides tax-free reimbursements of qualified medical expenses through the Health Reimbursement Arrangement (HRA). The HRA is integrated with its current group health plan and is funded 100% by the City. The account is set up to reimburse employee single coverage or employee and dependent coverage at a rate of 75% of the total required health benefit out of pocket expenses.

Commencing on January 1, the HRA accounts are updated. However, the new calendar year funds are incorporated at the time of the first calendar year payroll. The HRA funds shall be used in full prior to employees using their own funds to cover out of pocket expenses. If the City changes plans, it must be to a plan that is equal to or better than the PPO 500 with the HRA provided herein.

2. Employees shall split the monthly premium eighty (80%) percent employer and twenty (20%) percent employee.
3. Employees who show proof of health insurance outside the City of Saco may opt out of City insurance and be eligible for a bi-weekly reimbursement of one hundred fifty (\$150).
4. When an employee retires and qualifies as a retiree with Maine Municipal Employees Health Trust, he or she may continue his or her health coverage with the Trust so long as permitted by the Trust.

C. Dental/Optical Fund

The Employer agrees to provide a dental and optical fund payable to each employee per contract year from which each unit member may draw for family dental and optical expenses upon presentation of bills for dental and optical services rendered. The fund will be three hundred twenty-five dollars (\$325) per employee per year. An employee must be employed for a minimum of six (6) months before being eligible for this benefit.

The City shall provide the employees with a dental program with an optical insurance rider, provided the City is able to meet the participatory requirements of the plan. The above

mentioned \$325 shall be contributed towards the cost their elected premium. If an employee can provide documentation that they are covered under another dental plan, the employee shall be entitled to the \$325 stipend as outlined above.

D. Section 125 Flexible Plan

The Employer will make available a Section 125 Plan for payment of medical insurance premiums. In addition, qualified medical expenses and dependent care spending accounts will be available to employees. Maximum election for medical expense reimbursement shall be determined by the IRS. If the plan is expanded for other bargaining units during the term of this Agreement, it must apply to this bargaining unit as well.

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

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

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

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

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

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

F. Unemployment Compensation Insurance

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

G. Retirement

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

established by the Maine State Retirement System on an annual basis. Employees are able to select from the following:

1. Maine Public Employees Retirement Plan - current participants of Maine Public Employees Retirement Plan and future new enrollees may also contribute to the 457 plans noted but not to the 401(a) plan. However, no employer contributions are to be made to this additional retirement plan.
2. Effective Year 2 of this contract (7-1-2022) eligible employees in this unit will move to the MainePERS Special Plan 3 C for Dispatchers.
3. The City will offer to all its eligible full-time employees the option of participating in the 401(a) Qualified Retirement Plan with ICMA. If an employee chooses to participate in this plan, the City's 5% contribution shall be contributed to this plan. The employee shall make a mandatory contribution of 5% of their gross wages.
4. Empower Retirement Deferred Compensation Plan – All full-time employees are offered the option of participating in the 457 deferred compensation plan with Empower Retirement. If the employee chooses to participate in the said Plan, the City shall contribute 5% of the employee's gross wages and the employee can also contribute an additional amount as allowed by federal regulations.
5. International City Manager's Association – Retirement Corporation (ICMA) 457 Plan. The City will offer to all its full-time employees the option of participating in the 457 Retirement Plan. The employee has the option to have the City contribute its 5% of their gross wages and/or the employee can contribute an additional amount as allowed by federal regulations.
6. Enrollment requirements, employee contribution (for the Maine State Retirement System only), city contribution and benefit provisions shall be determined by state statute and/or City Council action.

ARTICLE 14 - EMPLOYEES

A. Probationary Employees

All new employees shall serve a probationary period of six (6) months from the date of hire and shall have no seniority rights during this period. If a probationary employee is removed from employment during said probation period, the Union agrees that said removal shall be incontestable as a grievance or arbitration issue.

B. Rehired Employees

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

C. Unpaid Leave of Absence

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

D. Response Time

All employees in the City of Saco shall be required to reside at a location which enables him/her to respond to the Saco Police Department within one (1) hour during normal driving conditions.

E. Medical Examinations

1. New Employees

All new employees including rehired employees shall have, prior to their employment, at least one physical examination by a physician of the City's choice and the Employer will absorb the cost.

2. Current Employees

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

3. All employees shall attend a confidential wellness visit on an annual basis at the Department's expense. Details of which will be mutually agreed to and documented in a side letter.

ARTICLE 15 - DISCIPLINE AND DISCHARGE

A. Discipline

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

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

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

B. Disciplinary Reasons

All disciplinary actions shall be for just cause and subject to the grievance procedure. In the event of a discharge an employee must first be afforded a discharge hearing whether they request it or not. When an employee is notified of a pending discharge hearing, said notice shall contain any/all alleged violations or misconduct. Said hearing shall be held at a mutual convenient time and date to allow the parties sufficient time to prepare. This meeting shall be used to determine whether just cause exists for discharge.

C. Purging

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

ARTICLE 16 - SETTLEMENT OF DISPUTES

A. Definition

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

B. Procedure

Step 1 – Deputy Chief

The Steward, with or without the employee, shall take up the grievance or dispute with the Deputy Chief Support Services within ten (10) working days of the date of the grievance or the employee's first reasonable knowledge of its occurrence. The Deputy Chief Support Services shall attempt to adjust the matter and shall respond to the Steward within ten (10) working days of when the matter is brought to their attention.

Step 2 - Police Chief

If the grievance has not been settled at Step 1, it shall be presented in writing by the Steward to the Chief of Police, within ten (10) working days after the Deputy Chief Support Services response has been given or is due, whichever is earlier. The Police Chief shall meet with and respond to the Steward or business agent, as appropriate, in writing within ten (10) working days of receipt of the written grievance.

Step 3 - City Administrator

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

Step 4 - Arbitration

If the grievance is still unsettled the Union may, within ten (10) working days after the reply of the City Administrator is received or is due, whichever is earlier, by written notice to the City Administrator, request arbitration. The arbitration proceeding shall be conducted by an arbitrator(s) to be selected by the City and the Union within ten (10) working days after notice has been given. If the parties fail to select an arbitrator(s) the Union may request the services of the Maine Board of Arbitration and Conciliation with in ten (10) working days after notice of appeal has been given. The Arbitrator(s) shall be requested to issue their decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's

services and the proceeding shall be borne equally by the City and the Union; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator(s).

C. Days

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

D. Processing Grievances During Working Hours

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

ARTICLE 17 - OVERTIME

A. Rate

1. Each employee shall be paid at the rate of time and one half (1 1/2) for all hours worked over their regular shift.

B. Distribution

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

C. Procedure

The procedure to fill overtime vacancies shall be as follows:

1. There will be four separate rotating card files for overtime: a) regular overtime, b) order in / order over overtime, c) day off order in and d) details.
2. These rotating card files will be established by seniority and employees, upon acceptance, refusal of overtime, or who do not answer their phone at the time the supervisors contacting them to offer the overtime, will rotate to the rear of the file. If an employee is on vacation, sick leave, or other authorized leave, their position in the file will remain unchanged.
3. Employees who work outside details shall be paid a minimum of four (4) hours at their overtime rate and overtime rate for hours worked beyond the four (4) hours.

D. Emergency Vacancies

This article shall also be used to fill dispatch positions during an "emergency situation" which shall be deemed to have occurred if less than two dispatchers are scheduled to work, due to time off, vacancy, sick leave, training etc. in the dispatch center.

1. If the full shift of dispatch overtime cannot be filled, the shift shall be broken down into two (2) four (4) hour periods. A member of the shift that precedes the vacancy shall be ordered to work four (4) hours beyond their regular tour of duty, and a member of the shift that succeeds that vacancy shall be ordered to work four (4) hours early. Any quality assurance or records specialists who are certified Dispatchers would be subject to order-in work 4 hours before their shift and also day off order-ins.
2. The determination of who shall be ordered in shall be made by the supervisor filling the overtime using the rotating card files, described above in "article C procedure."
3. Day Off Order Ins: The determination of who shall be ordered in shall be made by the supervisor filling overtime following established procedures: The determination of overtime will be completed using the rotating card files described above in article C procedure. All employees eligible for a day off order in during that instance will be placed in order by seniority, and then selected by date of last order, and then by order of seniority.
4. It is expressly understood that there shall be no obligation on the Employer to fill emergency vacancies for the court officer.
5. In the event a member of this collective bargaining agreement is ordered in on their day off (not attached to any shift), they will be compensated at double time.

ARTICLE 18 - GENERAL PROVISIONS

A. Non-Discrimination

Any discrimination based on a protected class status is illegal with regard to race, religion or belief, national origin, social origin, or ethnic origin, sex (including pregnancy), age (over 40) physical, mental or sensory disability, sexual orientation, gender identity and/or expression, marital, civil union or domestic partnership status, past or present military service, family medical history or genetic information, family or parental status, whistleblower status as well as arrest and court record and any other status protected by state and federal law. All such complaints will be addressed and, if necessary, appropriate action will be taken.

B. Gender Neutral Language

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

C. Union Membership

The Employer agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Employer or any employee representative against any employee because of Union Membership or because of any employee's activity in an official capacity on behalf of the Union.

D. Bargaining Agent Responsibility

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

E. Americans with Disabilities Act

It is the policy of the City of Saco to provide reasonable accommodations for qualified individuals with disabilities. Federal law (the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990) and state law (the Maine Human Rights Act) establish the rights of individuals with disabilities. The essential functions of a job need not be modified to accommodate an individual with a disability.

Any individual with a disability who believes they have been subjected to discrimination on the basis of a disability may discuss the complaint with a supervisor and/or may file a grievance with the Human Resources Department. It is unlawful for the City, its employees, contractors, or grantees to retaliate against anyone who files a complaint or cooperates in the investigation of a complaint. Questions, concerns, complaints, or requests for additional information regarding this notice may be forwarded to the Human Resources Department.

F. Tobacco Free Workplace

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

ARTICLE 19 - UNION BULLETIN BOARD

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

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

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

ARTICLE 21 - POLITICAL ACTIVITY

No employees shall participate in any political activity which would be in conflict with the performance of their functions and duties. Employees must not promise favors as a reward for the political activity of others. All City of Saco employees shall refrain from seeking or accepting nomination for election to any office in the City of Saco government. City employees shall not circulate petitions or campaign literature for elective City of Saco officials or in any way be concerned with soliciting or receiving subscriptions, contributions, or political service from any person or for any political purpose pertaining to the government of the City.

ARTICLE 22 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

A. Rules and Regulations

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

B. Copy of Rules

The Police Chief will furnish each new employee with a copy of all existing work rules upon employment and update working rules annually via PowerDMS. It will be the responsibility of the employee to review daily.

C. Rules Are Posted

When existing rule are changed, or new rules are established (providing such rules are not inconsistent or do not conflict with the terms of this Agreement) they shall be posted on PowerDMS and employees are expected to view this daily.

D. New Employees

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

E. Compliance With Rules

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

ARTICLE 23 - CLOTHING ALLOWANCE

Employee appearance contributes to the City of Saco's culture and reputation. City of Saco employees are to maintain good personal hygiene and attire suitable for the work to be performed and which supports safety and professionalism.

With the exception of Parking Enforcement and Animal Control (who will have their uniforms supplied) all other employees will be provided a \$300.00 clothing allowance to purchase appropriate clothing suitable for their positions. The Court Officer will be provided a \$400.00 clothing allowance to purchase appropriate clothing to attend court.

ARTICLE 24 - TRAINING

Employees wishing to enroll in educational or vocational work that is directly related to their position must secure prior approval with the Employer as prescribed in the Employee Handbook.

ARTICLE 25 - NO STRIKE

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

ARTICLE 26 - SEPARABILITY AND SAVINGS CLAUSE

A. Invalidity

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

B. Renegotiations

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

ARTICLE 27 - COURT TIME PAY

A. Rate of Pay

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

day. They shall be paid for the actual hours spent that day provided by statute or court order and shall turnover said compensation to the Employer and not be retained by the employee. If the court or hearing is held virtually, outside of their regular work shift, employees shall receive a minimum of one (1) hour pay at one and one half (1 ½) times their base hourly rate of pay.

B. Time Worked

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

ARTICLE 28 - JURY DUTY

The Employer shall pay an employee assigned to jury duty their regular pay according to the following schedule:

1. Employees called to jury duty during their scheduled hours shall be paid their regular wages. Employees released from jury duty responsibilities shall report for duty if at least six (6) hours remain in the shift.
2. Second and third shift employees called to jury duty for a period exceeding six hours in a single day shall be excused from work and paid at the straight-time rate for their regular shift. The City reserves the right to replace any employee without compensation for any scheduled overtime shift.
3. Jury duty shall not be considered as 'time worked' for the purposes of computing overtime.

ARTICLE 29 - STEWARDS

A. Time Off During the Workday

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

B. Attendance at Union Functions

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

C. No Discrimination Because of Union Activities

Any employee member of the Union acting in any official capacity shall not be discriminated against for their acts as such officer of the Union, so long as such act does not interfere with

the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE 30 - RENEGOTIATIONS

One hundred twenty (120) days prior to June 30, 2024, the Employer and the Union shall open negotiations for the next Agreement. Wages negotiated for July 1, 2024, will take effect on July 1, 2024, provided that negotiations begin at least ninety (90) days prior to the end of this Agreement unless otherwise agreed upon by both parties and are carried on in good faith and be it further provided that the union specifically agrees to be available to negotiate at least once a week unless mutually agreed otherwise; acts of God excepted.

ARTICLE 31 - ACCESS TO PREMISES

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

ARTICLE 32 - MILITARY LEAVE

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

ARTICLE 33 - DURATION OF AGREEMENT

Except as otherwise herein specifically stated, this Agreement shall be effective as of the first day of July 2021 and shall remain in full force and effect until June 30, 2024. The Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the termination date set forth in the preceding paragraph.

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

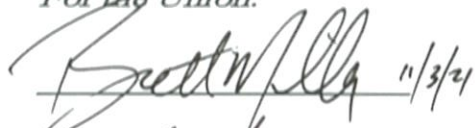
IN WITNESS WHEREOF, the parties have hereunto set their hand this 5th day of November, 2021.

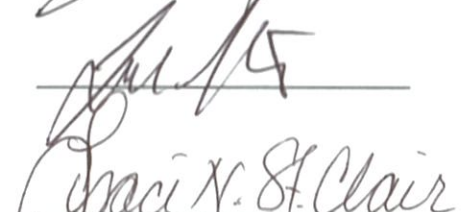
For the City:



City Administrator

For the Union:

 "11/3/21



Praci N. St. Clair
Saco Public Safety Support
Teamsters Local 340

APPENDIX A - SALARY SCALE

Salary DISPATCH

STEP	JULY 1, 2021	JULY 1, 2022 (2.5%)	JULY 1, 2023 (2.5%)
Start	24.16	24.76	25.37
Begin 2 nd Year	24.89	25.51	26.14
Begin 3 ^d Year	26.60	27.26	27.94
Begin 5 th Year	27.13	27.80	28.49
Begin 9 th Year	28.19	28.89	29.61
Begin 13 th Year	29.83	30.57	31.33
Begin 17 th Year	30.83	31.60	32.39
Begin 21 st Year	31.80	32.59	33.40
Begin 25 th Year	32.77	33.58	34.41

**Court Officer position add \$1.00 to salary.

Salary PARKING ENFORCEMENT/ANIMAL CONTROL

STEP	JULY 1, 2021	JULY 1, 2022 (2.5%)	JULY 1, 2023 (2.5%)
Start	19.69	20.18	20.68
Begin 2 nd Year	21.06	21.58	22.11
Begin 3 ^d Year	21.48	22.01	22.56
Begin 5 th Year	22.33	22.88	23.45
Begin 9 th Year	23.66	24.25	24.85
Begin 13 th Year	24.36	24.96	25.58
Begin 17 th Year	25.09	25.71	26.35
Begin 21 st Year	25.84	26.48	27.14
Begin 25 th Year	26.61	27.27	27.95

Lateral Transfer

The Police Chief or designee may approve a wage and/or vacation accrual rate that considers relevant work experience and education during the hiring process.

Higher Pay for Work in a Higher Classification

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

Lead Dispatcher

The Police Chief may consider a Lead Dispatcher position, which will pay \$1.50 cents per hour over the employees' base rate pay. In order to be considered for the Lead Dispatcher, the following criteria will be considered:

1. Employee must be working in the Department for at least two (2) years (if no one else applies for the specialty assignment meeting the 2-year minimum requirement, the Chief may consider other employees.)
2. Oral Board
3. File Review
4. Seniority

Education Incentive

Associate's Degree: \$.40 to the base rate

Bachelor's Degree: \$.50 to the base rate

Masters \$.60 to the base rate

Training

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

APPENDIX B – DISPATCH MANDATORY TIME OFF

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

1. Up to six mandatory fill floating holidays per calendar year may be used by members of this collective bargaining agreement
2. Mandatory fill floating holidays are given on a first come, first serve basis, not be based on seniority.
3. Requests for “mandatory fill” days should be notated by the requestor as such.
4. One “mandatory fill” may be filled per shift for dispatch and one per shift for quality assurance, police records, and court officer.
5. “Mandatory fill” vacation days may not be used for the following days:
 - a. Independence Day
 - b. Thanksgiving
 - c. Christmas Eve
 - d. Christmas Day
 - e. New Year’s Eve
5. If more than two dispatch/records/QA positions are unfilled or if more than two dispatch/records/QA employees are off the schedule (position vacancy, disability, etc.) the “mandatory fill” provision is suspended until staffing levels have increased. If, due to staffing shortages, the mandatory fill floating holidays cannot all be taken, the remaining days will be paid out in the first pay period in December.
6. These guidelines will be evaluated and may be amended as necessary to meet organizational needs.

