

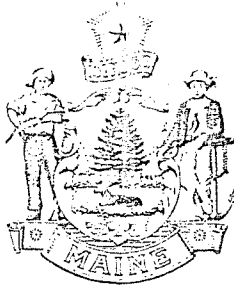
MAINE STATE LEGISLATURE

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DEPARTMENT OF THE ATTORNEY GENERAL
AUGUSTA, MAINE 04333

79-61

March 30, 1979

Honorable James P. Elias
House of Representatives
State House
Augusta, Maine 04333

Dear Representative Elias:

You have asked for advice with respect to the following situation which has apparently arisen in some municipalities within your district. Pursuant to 25 M.R.S.A. §2805 (1978-79 Supp.) full-time law enforcement officers in a municipality are required to successfully complete a basic training course at the Maine Criminal Justice Academy within the first year of their employment. During the period of training at the Academy, officers are paid their weekly salary by the municipality which employs them. Moreover, a municipality is required to pay a \$125. tuition fee for each officer it has trained at the Academy. You have indicated that in some instances officers who have completed their mandatory training at the Academy have sought and obtained employment as law enforcement officers in other municipalities.

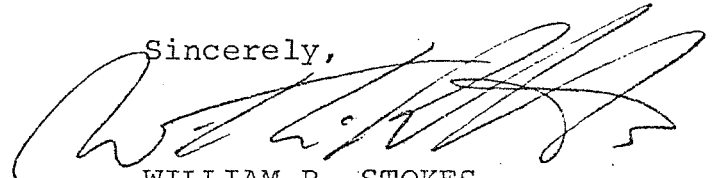
In view of the foregoing, you have inquired whether there is any way a municipality can secure employment commitments from those law enforcement officers whose basic training it has funded. There would appear to be no reason why a municipality could not include in an employment contract a provision whereby a police officer who has received his basic training at the expense of the municipality agrees to a minimum employment commitment following such training. Should the employee violate this contractual provision, the municipality could seek damages, and possibly injunctive relief, for breach of contract. Of course, the limitations on the officer's right to seek and obtain alternative employment as a law enforcement officer should be reasonable.

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The situation you have described is essentially a private matter between the municipality and the individuals it hires as law enforcement officers. It would seem to me that the best course for municipalities to follow is to seek the legal assistance of the town attorney.

I hope this information is helpful to you. Please feel free to call upon me again if I can be of further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. R. Stokes', written in a cursive style.

WILLIAM R. STOKES
Assistant Attorney General

WRS:sm