

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF SOUTH PORTLAND

AND

SOUTH PORTLAND FIRE COMMAND OFFICERS

BARGAINING UNIT

JULY 1, 2023 THROUGH JUNE 30, 2026

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ARTICLE 1 - PREAMBLE

- A. Pursuant to the provision of Chapter 9-A Revised Statutes of Maine Title 26 as enacted by the Maine Legislature in 1969, entitled "An Act Establishing the Municipal Public Employees Labor Relations Law" and as amended, this Agreement is made and entered into by and between the City of South Portland, Maine (hereinafter referred to as the "CITY") and the South Portland Fire Command Officers Bargaining Unit (hereinafter known as the "UNION").
- B. In order to increase general efficiency in the City, and to promote the morale, equal rights, well-being and security of its employees, the City and the Union herein bind themselves in mutual agreement as follows:

ARTICLE 2 - UNION RECOGNITION

- A. The City recognizes the Union as the sole and exclusive bargaining agent for all Captains, Lieutenants and civilian Fire Inspectors of the Fire Department (herein known as "employees") for the purpose of collective bargaining and entering into agreements relative to wages, salaries, hours, and working conditions.
- B. The Union and the City recognize that the position of EMS Coordinator is currently and has historically been part of the Firefighters Bargaining Unit. The parties agree that this position should be recognized as part of the Fire Command Officers Bargaining Unit instead, but that change must also be recognized by the Firefighters Bargaining Unit. The Firefighters Bargaining Unit and the City are engaged in negotiations of a successor collective bargaining as of the ratification of this Agreement, so the Union and the City agree to address this issue in a sidebar agreement following the conclusion of negotiations between the Firefighters Bargaining Unit and the City.
- C. The Union recognizes that the City has the right to issue, through its agents, rules and regulations governing promotion, dismissal, disciplinary hearings, etc., for the Fire Department.

ARTICLE 3 - UNION MEMBERSHIP

- A. An employee covered by this Agreement may have the right to join the Union or refrain from doing so. No employee shall be favored or discriminated against either by the City or the Union because of the employee's membership or non-membership in the Union.

- B. The City agrees not to interfere with the rights of employees who become members of the Union and there shall be no discrimination, interference, restraint or coercion by the City against any employee because of Union membership.
- C. The Union recognizes its responsibility as the bargaining agent for all employees and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion and further agrees not to discriminate, interfere, restrain or coerce other employees who are not members of the Union.

ARTICLE 4 - DUES DEDUCTION

- A. The City shall deduct Union dues weekly, upon receipt of a signed authorization from a member of the Union. The City shall maintain regular deduction of dues of each Union member unless notified otherwise by the Union Treasurer or by the member of the Union.
- B. The Union shall indemnify and hold the City harmless against all claims and suits which may arise by reason of any action or inaction taken by the City or its representatives in making deduction of said dues and remitting the same to the Union pursuant to this Article.

ARTICLE 5 - TIME OFF WHILE PERFORMING UNION DUTIES

- A. All employees covered by this Agreement, who are officers of the Union, shall be allowed time off for official Union business with the City, with pay, and without the requirement to make up said time, if there is sufficient manpower available to cover for said employee, as determined by the Chief of the Fire Department.
- B. All officers of the Union shall be allowed time off, with pay, for attending any Regional or National Delegate Meetings of any international labor association they choose to attend, if there is sufficient manpower available to cover for said employees, as determined by the Chief of the Fire Department; provided, however, that no officer shall be permitted to attend more than three (3) of said meetings per year, or a total of six (6) days per year; and provided, further, that no more than three (3) of said officers shall be permitted time off, with pay, for attending the same regional or national delegates meeting. The Chairman or his/her designee shall be given sufficient time off to attend the international convention. Such time off shall not exceed one (1) tour of duty.

ARTICLE 6 - PRIOR PRACTICES

- A. The City agrees that all conditions of employment relating to wages, hours and working

conditions shall be maintained at not less than the standards in effect at the time of signing this Agreement. The conditions of employment shall be approved wherever specific provisions for improvements are made elsewhere in this Agreement. It is understood and agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the City or the Union if such is corrected within ninety (90) days from the date of error discovery. Further, it is understood and agreed that this section shall not apply to any practice enjoyed by employees which is not wages, hours or working conditions and further, is not a condition of employment which is long standing, consistent and uniform throughout the department and is known to the employer.

- B. The provision does not give the City the right to impose or discontinue wages, hours or working conditions less than those contained in the Agreement and does not give the union the right to limit management rights except as herein stated.

ARTICLE 7 - SENIORITY AND LAYOFFS

- A. The City shall establish a seniority list, and it shall be brought up to date on December 1st of each year, and immediately posted thereafter on bulletin boards for a period of not less than thirty (30) days, and a copy of same to the Chair of the Union. Any objection to the seniority list, as posted, must be reported to the Fire Chief and the Union within ten (10) days from the date posted, or it shall stand as accepted.
- B. Seniority of employees shall be computed in each rank from the date of appointment to that rank. Whenever there is lack of work or funds, requiring reductions in the number of employees in the department, the required reductions shall be made in such rank, or ranks, as the department head may designate; provided, that said employees shall be laid off in the inverse order of their length of service.
- C. All temporary employees shall be laid off before probationary employees, and all probationary employees shall be laid off before any permanent employees.
- D. Employees who have been laid off will be called back in reverse order to the layoff; provided they are available, able and qualified to work, accept the offered job and return to work within fourteen (14) days. Employees who have been laid off will retain their seniority. However, seniority will not accrue during the layoff period.

ARTICLE 8 - NOTIFICATION OF MANNING

The City agrees to notify the Union, in writing, seven (7) days prior to any change of the present manning policy. This does not, however, make said changes subject to union approval.

ARTICLE 9 - GRIEVANCE PROCEDURE

A. Grievances

1. The purpose of this Article shall be to settle employee grievances on as low an administrative level as possible, to insure efficiency and maintain morale. A grievance shall be considered to be an employee's complaint concerned with:
 - a. discharge, suspension, or other disciplinary action;
 - b. favoritism or discrimination;
 - c. interpretation and application of the terms of this Agreement.
2. The aggrieved employee shall present his/her grievance in writing to the Chair of the Union. A Union grievance committee shall investigate all grievances and shall dismiss or direct the Chair to submit the grievance to the Chief, or in the Chief's absence, to the Deputy. The employee or Union Grievance Committee shall not file a grievance with the Chief later than forty-five (45) days from the date of the incident or action, which precipitated the grievance. The Chief or Deputy shall render a decision in writing not later than twenty-one (21) days following the received date of the grievance. If the decision of the Chief or Deputy is not satisfactory to the Union, an appeal may be lodged with the Director, Human Resources/ Assistant City Manager within fourteen (14) days of receipt of the reply from the Chief or designee. The Director, Human Resources/ Assistant City Manager shall have fourteen (14) days from the receipt of an appeal by the union in which to respond in writing to the grievance appeal. In the event the Union determines that further review of the grievance is needed, over which the Civil Service Commission lacks jurisdiction, the Union may appeal the decision of the Director, Human Resources/ Assistant City Manager to the Maine Labor Relations Board of Arbitration and Conciliation within fourteen (14) days of the receipt of the Director, Human Resources/ Assistant City Manager's decision.
3. All days referred to within this section shall be considered calendar days.

B. Civil Service Commission Appeals

1. Any grievance regarding suspension, demotion or removal of any employee, or any other grievance, over which the Civil Service Commission has jurisdiction, may be appealed directly to the Civil Service Commission in accordance with the Personnel Rules and Regulations of the Civil Service Ordinance. The Civil Service Commission shall have sole authority to make determinations on the question of jurisdiction. Any appeal to the Civil Service must be filed within ten (10) days of the date of suspension, demotion or removal of an employee as provided by Rule 6 of Section 19-11 of the South Portland Municipal Code of Ordinances. Decisions of the Civil Service Commission may be appealed only as set forth in the Civil Service Ordinance.
 2. Appeals to the Civil Service Commission and Maine Board of Arbitration and Conciliation are mutually exclusive.
 3. All time limits within this Article other than the time limit for an appeal to the Civil Service Commission may be extended upon mutual agreement.
- C. Copies of any documentation of an oral or written reprimand, which are entered into an employee's personnel folder, shall be provided to the employee.

ARTICLE 10 - MANAGEMENT RIGHTS

- A. The listing of the following rights of management in this Article is not intended to be, nor shall be, considered restrictive of, or as a waiver of, any of the rights of the City not listed herein.
- B. Except as otherwise provided in this agreement, the management and the direction of the working forces, including but not limited to, the right to hire, the right to hire part-time and temporary employees, the right to promote, the right to discipline or discharge for just cause, the right to lay off for lack of work or other legitimate reasons, the right to reduce the number of hours of operation, the right to transfer, the right to assign work to employees, the right to determine job content, the right to classify jobs and the right to establish reasonable rules, are vested exclusively in the City.
- C. The City shall have the freedom of action to discharge its responsibility for the successful operation of its mission, including, but not limited to, the determination of the number and location of its platoons, the service to be performed (except as otherwise mentioned in this contract) the apparatus, tools, equipment, and materials to be used, the work schedules and methods of operation.

ARTICLE 11 - HOURS OF WORK

- A. The workweek for lieutenants and captains of the Command Officers Union shall average forty-two (42) hours per week, over an eight (8) week cycle. The work schedule for lieutenants and captains of the Command Officers Union shall consist of the 1-2-1-4 schedule. (24 hours on, 48 hours off, 24 hours on, 96 hours off.) Shifts shall begin at 0800 hours.
- B. The pay period will begin on Saturday morning at 8 AM.
- C. The Command Unit agrees members will limit activities on the night before a 24-hour shift to not allow themselves to become fatigued in any manner that would make them unable to efficiently perform their duties.

ARTICLE 12 - OVERTIME

- A. Overtime Rosters
 - 1. There shall be two overtime rosters;
 - a. Fire Officers regular overtime; and
 - b. Fire Officers emergency (forced);
 - 2. When station manning dictates that a shift vacancy is filled, and a command officer position is vacant, command officers shall be offered the opportunity to voluntarily fill the shift vacancy. If all Command Officers refuse to fill the shift vacancy, the vacancy will then be offered to the firefighters, prior to forcing a Command Officer for the shift vacancy.
 - 3. Any employee called to fill a vacancy created by the absence of another employee shall be called in proper rotation from the regular overtime roster. Any employee who accepts overtime of five (5) hours or more, shall be rotated to the bottom of the regular overtime roster. Any employee who accepts overtime of less than five (5) hours shall not be rotated to the bottom of the regular overtime roster. Employees shall supply the department with their current telephone number. An employee may refuse any and all work except that of emergency nature as defined by the Chief or his/her Deputy. An emergency (forced) roster shall be used when a volunteer is not available to fill a vacancy from the regular overtime roster. Any time that an employee is hired from the emergency (forced) roster, that employee shall be rotated to the bottom of the emergency (forced) roster.

4. All overtime and forced hiring shall be based on the ten (10) and fourteen (14) hour system. When hiring, the first employee to accept the job may choose between the ten (10) hour day or fourteen (14) hour night.
5. No employee shall be forced to work more than 48 consecutive hours without a minimum of 24 hours of time off. No employee is permitted to work voluntarily (to include regular overtime or trades) for more than 72 consecutive hours without a minimum of 24 hours of time off.
6. All hiring may begin at 1200 hours the previous night until 2100 hours. Hiring for any sickouts or other vacancies after 2100 hours shall begin at 0600 hours continuing until filled.
7. Should a vacancy occur during a shift, then regular hiring procedures will begin with the following exceptions: the first contact with an eligible individual will be notified that they are forced if the department is unable to hire or force through the normal process.
8. Hiring for planned events, outside of the normal staffing of apparatus, shall be hired starting one week in advance of the event if possible. In cases where notification of an event to the Chief's office is less than one week in advance, hiring shall commence as soon as practicable. Hiring from the emergency (forced) roster will take place on the shift before the event is due to begin.

B. Overtime/Call Back Pay and Holdover Time

1. Employees who are required to work additional hours beyond their regular scheduled tour of duty other than hours exempted by Section E and F shall receive overtime at the rate of time and one-half (1.5) for additional hours of time worked.
2. Call back hours shall be paid at a rate of time and one half (1.5) with a guaranteed minimum of two (2) hours pay. Employees shall not be required to work the entire two (2) hour minimum to be eligible to receive call back pay. An employee who is required to work more than two (2) hours will be guaranteed four (4) hours of work or pay.
3. Holdover time will be paid either at a straight time rate or a rate of time and one half (1.5) depending upon whether an employee is eligible for overtime consistent with Section D, Definition of Hours Worked and Section E.
4. A two (2) hour minimum (e.g. call back pay) shall not be paid for holdover time.

5. Any employee who volunteers to fill a shift vacancy or who is assigned to fill a shift vacancy from the Fire Officers Emergency Overtime Roster on Thanksgiving Day, December 25, shall receive double (2x) time for hours actually worked. For the purposes of this Article, the holiday shall begin at 6:00 PM on the eve of the holiday and extend until 8:00 am on the morning following the holiday.
6. Overtime shall not be paid more than once for the same hours under any provision of this Article.
- 7.a. Employees assigned to a planned event on overtime, not including the normal staffing of apparatus, shall be guaranteed at least a minimum of four (4) hours a day at the rate of time and one half their regular rate.
- b. Should an assignment to a planned event on overtime, not including the normal staffing of apparatus, extend after 1:00 a.m., an additional ten dollars (\$10.00) shall be paid.

C. Compensatory Time Off

Any employee, at his/her discretion and the Chief's approval, may receive compensatory time off in lieu of overtime payment; said compensatory time shall be at the rate of time and one-half (1.5) for all hours worked beyond the employee's regular scheduled tour of duty other than hours exempted by Sections D and E of this Article. Compensatory time accrual, as provided by this Article, shall not exceed forty-eight (48) hours at any given time. Compensatory time off may be scheduled so long as the time requested does not result in more than four (4) employees (excluding the Deputy Chief) of the response apparatus (engines, ladders, ambulances) off at the time compensatory time is scheduled. Compensatory time off shall be requested no less than forty-eight (48) hours or more than thirty (30) days prior to the requested day off. Compensatory time off will be scheduled on a basis of first earned, first served.

D. Definition of Hours Worked

1. For purposes of overtime calculation, hours worked shall not include:
 - a. Hours paid for sick leave; leaves of absence; voluntary charity work; voluntary activities, training and education; outside overtime.
 - b. Hours spent on union business when a member attends any regional or national delegate meeting of any international labor association.

2. Time that an employee is required by the Department to spend in training classes or activities shall be considered as hours worked for purposes of pay and overtime calculation.

E. Voluntary Report To Duty

Employees who voluntarily report to duty may be eligible to be called to active duty at the discretion of the administration consistent with the chain of command system. Should the administration choose to assign employees to active duty, the employees shall be eligible to receive their regular pay at the rate of time and one half and shall be compensated for a minimum of two hours pay.

Members may participate in both administrative and emergency response type activities apart from those typically performed as part of their regular duties. Such activities may include but are not necessarily limited to: Hazardous materials, technical rescue, delivery of training programs, code enforcement, peer fitness activities, public information, juvenile fire setter, fire cause determination, maintenance activities, SRT training and response and marine operations administration and response.

As much as possible, these activities shall be scheduled with administration. Members participating in these activities will be considered to be on-duty.

For activities that require a third party certification, the department agrees to support the achievement of the required certification and any required continuing education as may be amended from time-to-time for members participating. The department agrees to make attendance to any required certification courses available to interested members.

F. All Hands Call Overtime

Employees may respond to "all hands calls" and be eligible for overtime at a rate of time and one half under the provisions and conditions of section D of this Article. Employees will be paid a minimum of two hours if the employee performs work upon arriving at his/her assigned station and reports to the incident command officer, and will be paid in increments of half (.5) hours for all time worked after two hours. Time spent travelling to the station shall not be compensable time. The incident command officer may release those employees who have shown up to a call at any time.

G. Employees as Members of Call Companies

1. Effective as of the signing date of this Agreement, any full time member of this bargaining unit who is a legal resident and lives within the legal boundaries of the

City of South Portland and who is accepted into a volunteer call fire company may be a member of a call company.

2. As defined by the Fair Labor Standards Act, the pay for the full time employees running with a call company will be their regular base rate of pay. Full time employees who are members of a call company will be paid in half (.5) hour increments for call company activities.
3. Full time employees running with the call companies may incur "call company overtime" under the provisions of the Fair Labor Standards Act in the ratio for section 207(k) employees (e.g., working more than 212 hours in a 28 day cycle.) Employees will be paid their regular base hourly rate for all call company related working and training hours. In the event that the total number of Call Company hours and total number of hours of full time service, (including the number of hours actually spent working overtime,) exceed the ratio described above, the employee will receive overtime pay at a rate of time and one half the employee's regular base hourly rate.
4. The City reserves and retains the right based on availability of funds to limit and/or control the number of hours that full time employees spend training with the call companies.

ARTICLE 13

RESERVED

ARTICLE 14 – WAGES

A. Wages

The Union and the City entered into a Memorandum of Understanding to extend the Collective Bargaining Agreement for the period of July 1, 2021 – June 30, 2023 (the "MOU"). Under the terms of the MOU, the wage scale as previously set forth in this Article 14 for the term of the Agreement from July 1, 2018 – June 30, 2021 was increased by 1% effective July 1, 2021 and increased by 5% effective July 1, 2022.

Effective July 1, 2023, hourly base wages for employees in the Command Officers Unit shall be:

	7/1/2022	7/1/2023	7/1/2024	7/1/2025
1. Captains				
a. Start	\$30.37	\$33.30	\$35.63	\$35.63
b. NFPA Fire Officer II and 18 months in grade	\$31.27	\$33.95	\$36.32	\$36.32
c. NFPA Fire Officer II (Jones and Bartlett), 4 years in grade, certifications in ICS 300, 700 and one of the following (MGT 314, MGT 313, MGT 344)	\$31.87	\$34.96	\$37.41	\$37.41
2. Lieutenants				
a. Start	\$28.31	\$30.29	\$32.41	\$32.41
b. NFPA Fire Officer I and 18 months in grade	\$29.13	\$31.17	\$33.35	\$33.35
c. NFPA Fire Officer I (Jones and Bartlett), 4 years in grade, certifications in ICS 300, 700 and one of the following (MGT 314, MGT 313, MGT 344), starting 7/1/2019	\$29.72	\$31.80	\$34.02	\$34.02
d. NFPA Fire Officer I (same qualifications as c above), with 8 years in grade	NEW	\$32.75	\$35.04	\$35.04

The wage increases effective July 1, 2023 shall be retroactive to July 1, 2023 only for those members of the Union who are active employees within the Union as of the date of execution of this Agreement or ratification by both parties, whichever occurs later. Active employees within the Union for purposes of retroactive pay shall include Brian Smart; and the parties agree that this retroactive payment shall be non-precedent setting for future contracts or payments. The above scale represents a total wage scale increase of 8% effective July 1, 2023, consisting of a 6.5% base COLA increase plus pay scale adjustments equal to 1.5%. The wage increase for the year beginning July 1, 2024 represents a total increase of 7.5%, which consists of a 7% base COLA increase on the new wage scale, plus 0.5% for a new training stipend as set forth in Section 3G of this Article. The wage increase for the year beginning July 1, 2025 includes only the new education

stipend. The City has offered to spread out these wage scale increases in each of the three years of this Agreement, but acknowledges the Union's desire to provide larger increases in the first two years of this Agreement, which results in a 0% COLA in the year beginning July 1, 2025, and has crafted the above scale in an effort to be responsive to the Union's request.

3. Fire Inspector

a. Fire Inspector/Fire Prevention Lieutenant

A civilian Fire Inspector shall be paid at the "Start" pay rate for Lieutenants stated in (A)(2)(a) above.

b. Fire Inspector Certification

The individual serving as the Fire Inspector shall be entitled to an additional \$0.20 per hour for having Fire Inspector I certification and an additional \$0.20 per hour for having Fire Inspector II certification, which amounts may be cumulative (not to exceed \$0.40) if the Fire Inspector holds both certifications. Other employees of the Union who have received either or both of these certifications shall not be entitled to this additional pay unless assigned to serve as the Fire Inspector. Upon completion of twenty-four (24) months in the position of Fire Inspector, the employee serving as the Fire Inspector shall be entitled to an additional \$1.00 per hour stipend for as long as he/she serves in this role. This stipend shall be in addition to the stipend for certification set forth above.

4. Plans Examiner

The one individual who has been assigned to the role of Fire Inspector shall be entitled to an additional \$0.20 per hour for holding Plans Examiner certification. Other employees of the Union who have received certification as a Plans Examiner shall not be entitled to this additional pay unless assigned to serve as the Fire Inspector. In the event the Fire Inspector is also certified as a Fire Inspector I and or II, he or she will be eligible to receive a cumulative amount not to exceed \$0.60 for such certifications.

B. Training

A Lieutenant shall complete within 24 months Fire Officer I of National Fire Protection Agency (NFPA) 1021 as amended from time to time in order to be eligible to receive a second step. A Captain shall complete within 24 months Fire Officer II of NFPA 1021 as amended from time to time in order to be eligible to receive a second step. Equivalent Associate's or Bachelor's degree courses will be accepted to meet the requirements of this

section, with the approval of the Chief. An employee who completes the program early will be eligible at 18 months to receive this step.

C. Educational Incentive Pay

- | | | |
|----|---|---------------|
| 1. | Associate's Degree in a Public Safety Major | \$10 per week |
| 2. | Bachelor's Degree in any Major | \$20 per week |
| 3. | Master's Degree in any concentration | \$24 per week |

D. Voluntary EMS Licensure

1. Employees who hold one of the following EMS license levels shall receive:

a.	EMT-B	\$44.52 per week
b.	EMT-A	\$51.24 per week
c..	EMT-P	\$73.92 per week
2. To qualify, employees must maintain one of the stated EMS licenses: Basic, Intermediate, or Paramedic. Only one stipend paid per employee. The City will pay for classes and books. Such classes are not required by the City and are not to generate overtime.

E. Longevity Pay

1. The weekly longevity incentive granted for each year of service will be:
 - a. \$1.35 per week, effective July 1, 2005. Effective July 1, 2013, the weekly longevity incentive will be discontinued for new members of the bargaining unit. Effective July 1, 2014, current bargaining unit members receiving this longevity incentive will be "red-lined" at the rate being paid.
2. The maximum number of years to be counted for longevity shall not exceed twenty (20.)

F. Fair Labor Standards

Employees are compensated for hours worked in excess of their regular schedule on an

hourly basis as prescribed in this Agreement and required under the Fair Labor Standards Act (FLSA.)

G. Continuing Educational Requirement/Incentive

1. Each employee is required to complete no less than twenty (20) hours of continued education each year. Acceptable courses/ programs shall be identified by the Chief.
2. Each officer shall receive an incentive of \$.25 per hour, provided that he or she completes at least twenty (20) hours of documented training, as approved by the Chief, each year. Should an individual fail to complete this requirement, this incentive shall be removed from the employee's pay until such time said employee returns to compliance. Courses must be taken within the current year to be credited toward the annual requirement. Upon successful completion of the required courses, employees shall provide documentation to the Chief. After verification by the Chief, the employees shall receive this incentive pay for time for which they remain in compliance.
3. The City will reimburse employees for up to 100% of Bachelor degree courses at an accredited college or university for public safety related courses. The City will reimburse employees for up to 100% of Open Learning courses from the National Fire Academy at the State University of New York for fire administration courses. All courses must be pre-approved and authorized by the Chief. All courses that are core requirements of a degree program or other electives, and are not specifically related to public safety, will be reimbursed by the City at the rate of up to 50%.
4. During periods of limited financial resources, management may extend the time period requirements upon written notice to the unit.

H. Section 125 IRS Employee Withholding Accounts

1. Employees will be offered the opportunity to voluntarily withhold pre-tax contributions from their regular weekly payroll check into a flexible medical spending and/or day care spending account under the provisions, rules and regulations of Section 125 of the Internal Revenue Service Code as amended from time to time.
2. Effective July 1, 1999, all current and future members of this bargaining unit will utilize electronic direct deposit for receiving wages, incentives and stipends. The City will distribute pay stubs to the Fire Department Administrative Office for pick-up by employees.

ARTICLE 15 - COURT PAY

- A. Employees who are required to make an off-duty attendance at court for Department purposes shall receive pay at the rate of one and one-half (1.5) times their regular rate with a minimum four (4) hours pay. The City shall reimburse any employee making a court appearance for all parking expenses.
- B. All payments from the court shall be submitted directly to the City.

ARTICLE 16 - TEMPORARY SERVICE OUT OF RANK

- A. Except for the situation noted in paragraph B of this Article 16, the senior employee through the rank of Captain shall assume the duties of the next higher rank in the event of a temporary extended illness or a temporary vacancy that is to be filled and shall be compensated at the rate for the higher position while performing such duties. A "Temporary extended illness," or a "temporary vacancy" is an illness or vacancy that is less than thirty (30) days in length.
- B. When a Deputy Chief shift is vacant, and the Fire Chief determines that it should be filled, then this paragraph B applies.
 - 1. At the Fire Chief's discretion such a vacancy may be offered to any qualified Command Officer. Only qualified Command Officers may fill the role of Deputy Chief. For the purposes of this paragraph B, a qualified Command Officer, otherwise known as a "Chief Candidate," shall mean any member of the unit with at least 12 months of service as a Lieutenant.
 - 2. If the vacancy is not filled by a Command Officer, the regular overtime hiring process will continue using the regular and, as necessary, the emergency (forced) rosters until all vacancies are filled. This Article shall not obligate the City to fill any Deputy Chief vacancy.
 - 3. Except as set forth in Section 5 below, a Command Officer who is a Chief Candidate and is performing the Deputy Chief role for five (5) consecutive hours or more, shall be compensated at his or her regular rate of pay or his or her overtime rate if eligible. In addition, a Chief Candidate will be paid an additional \$7.50 per hour stipend for hours worked as a Deputy Chief. The stipend is not part of the regular rate of pay for purposes of calculating overtime pay.

4. If a vacancy is not able to be filled voluntarily using the regular overtime roster, all efforts will be made to force a Deputy Chief first before moving to the Command Officers' emergency (forced) roster.
5. Whenever a Command Officer is forced into the position of Deputy Chief more than one time in one calendar year, all hours worked in the second and all subsequent occasions shall be compensated at double his or her regular rate of pay in addition to the stipend.
6. Notwithstanding Article 31, the parties may reopen this Agreement for the purpose of negotiating changes to this Article 16 only. This Agreement will be reopened for such purposes only if both parties agree to do so in writing. If this Agreement is reopened and the parties are unable to reach agreement on changes to Article 16, the parties agree that no resort to the statutory dispute resolution procedures of mediation, fact-finding or arbitration will be utilized, and the Agreement will remain unchanged.

ARTICLE 17 - SUBSTITUTION

- A. Officers (not including the Fire Inspector) may substitute for other officers with the approval of the Deputy Chief.
- B. A maximum of twenty (20) substitutions per employee shall be allowed per year. Hours exchanged between employees of less than four (4) hours does not constitute a substitution. A substitution necessitated by an officer's educational commitment which is pre-approved by the Chief in his or her exclusive discretion, shall not count toward the maximum of twenty (20) substitutions per year.
- C. Any employee who is swapping off of a shift of duty will be bypassed on the emergency (forced) overtime roster. The employee who has committed himself/herself for that shift of duty will be held accountable to cover the job.
- E. Swap slips must be made out forty-eight (48) hours in advance, unless otherwise approved by the Deputy Chief or Fire Chief, and forwarded to the Deputy's office immediately.

ARTICLE 18 - MEDICAL AND LIFE INSURANCE

- A. Medical Insurance
 1. The City shall continue to make available to employees and their eligible dependents group health and hospitalization coverage and benefits through the

Maine Municipal Employees Health Trust (MMEHT) pursuant to the terms and conditions of this Article. The Association recognizes that the city may change or offer alternative health insurance programs including, but not limited to providers of group health and hospitalization coverage and benefits or to self-insure so long as the new or alternative coverage and benefits are "substantially similar" to the MMEHT Comprehensive Point of Service Plan C (POS-C). "Substantially similar" as used in this article means coverage, although slightly different in minor areas, is overall equal or of greater benefit to the bargaining unit as a whole.

2. Without limiting the City's rights under subparagraph 1 above, the City currently offers to employees and their eligible dependents group health and hospitalization coverage and benefits through the Maine Municipal Employees Health Trust (MMEHT), Comprehensive Point of Service Plan C (POS-C), and, as soon as practicable, a Preferred Provider (PPO 500) Plan.
3. Preferred Provider Plan (PPO 500) - Voluntary Option
 - a. Effective January 1, 2019, those employees selecting the PPO 500 Plan will be obligated to pay eligible co-pays, deductibles and coinsurance as called for in the Plan. The City will share the obligation to pay eligible co-pays, deductibles and coinsurance with employees selecting the PPO 500 Plan subject to the following conditions. First, the maximum contribution by the City to an employee's eligible co-pays, deductible and coinsurance is \$1,500 annually for single coverage, and \$3,000 annually for single with child, and family coverage. Second, the City will fund a Health Reimbursement Arrangement (HRA) for each employee selecting the PPO 500 Plan to fund its obligation to share eligible co-pays, deductibles and coinsurance as called for in this sub-section. The City has the exclusive discretion to choose a Health Reimbursement Arrangement (HRA) administered by a company of the City's choosing.
 - b. PPO 500 Plan employee premium contributions for single level coverage is 0%; employee with dependent child coverage is 10% of the total premium; family coverage is 15% of the total premium.
4. Effective July 1, 2020 employees electing single level coverage will contribute three (3%) of the annual premium rate for plan POS-C. Employees electing single with child or family coverage will contribute the percentages of the annual premium rate currently in place for plan POS-C, subject to increases as set forth in the cost sharing formula in the following paragraph.

5. Effective on the effective date of this Agreement, and annually on the anniversary of the effective date of this Agreement, employees with family or dependent health and hospitalization coverage shall, as a condition of participation for the family or dependents' coverage, share in the premium rate increases. Employees through payroll deduction shall contribute one half of the increase in family or dependent premium increase, each January first whichever is applicable, not to exceed an increase of more than the following: (Annual increases shall be cumulative.)

<u>Effective 7/1/18</u>		<u>Effective 7/1/19</u>		<u>Effective 7/1/20</u>	
Family	Dependent	Family	Dependent	Family	Dependent
\$11/week	\$9/week	\$12/week	\$10/week	\$13/week	\$11/week

6. For purposes of this Agreement, "family coverage" shall mean coverage for the employee and spouse and any dependent children. "Dependent coverage" shall mean coverage for the employee with one or more dependent children with no spouse. "Dependents" shall be defined as: a.) Legal spouse; Registered domestic partner (as defined in Maine Revised Statute; Title 22, §2710) b.) Unmarried, dependent children under the age of 26, whether natural or adopted.
7. To be eligible to participate in the family or dependent health and hospitalization 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 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 contribution) under the provisions of Section 125 of the Internal Revenue Service Code or after tax basis.
8. Cash Payment-In-Lieu of Medical Insurance.

In the alternative, if an eligible employee, covered by this Agreement, at the beginning of each year elects not to participate in the City-offered medical insurance coverage and provides documentation to the Human Resources Department prior to January 1st of each year that he/she is otherwise covered; or if an eligible employee elects coverage at a level less than the employee is eligible for, the City will reimburse the employee the amounts set forth below. The cash payments under this provision are taxable income and shall be paid to the employee as an addition to her/his regular paycheck.

FROM FAMILY TO:	Per Week	Per Year
No Coverage	\$ 213.10	\$ 11,081.24
Single	\$ 98.37	\$ 5,115.00
Employee & dependent(s)	\$ 46.69	\$ 2,428.00

FROM EMPLOYEE & DEPENDENT(S) TO:		
No Coverage	\$ 166.41	\$ 8,653.24
Single	\$ 51.67	\$ 2,687.00

FROM SINGLE TO:		
No Coverage	\$ 114.74	\$ 5,966.24

B. Compliance with OSHA Standard 1910.120.

1. The City will provide annual medical evaluations required under federal law for the handling of hazardous materials as outlined in OSHA standards 1910.120 sub-part q, (dated July 1, 1992) as amended from time to time. The City will designate a City physician to conduct the medical evaluations at no cost to the employee. Employees will have the option of utilizing their own personal physician to conduct the medical evaluation. Should the employee choose to utilize his/her own physician, the City will reimburse the employee for the out of pocket cost of the evaluation, not to exceed the City's cost for the City physician to perform the evaluation. The City will provide to the employee who chooses to use his or her own physician with a copy of a medical evaluation form for the tests and standards that are required under the Act. Employees must sign a release form allowing the City to obtain results from the tests as authorized or permitted by the Act. Should a medical evaluation demonstrate a positive result, the City will pay for a second medical evaluation with another physician.
2. In addition to the annual physical provided by this Article, employees shall be entitled to receive a physical after a documented hazardous materials incident. For the purposes of this section "hazardous materials incident" will be defined by OSHA standard 1910.120 sub-part as amended from time to time.
3. The City will assign or re-assign employees within the Fire Department based upon the medical evaluation and recommendation of the attending physician. The City retains the right to order an independent medical evaluation at its discretion. If a

physician feels that an employee is not able to perform firefighting duties as well, a light duty assignment shall be made available within the Department under the provision of the Light Duty program under the Injuries Article of this Agreement, provided there is a reasonable likelihood of return to full active duty within a period of one year from the date of diagnosis.

ARTICLE 19 - TRANSFERS

- A. The Chief may detail an employee from one station to another as part of a tour of duty, when in his or her judgment it is in the best interest of the Department.
- B. Employees shall not be transferred from one platoon or station to another with less than seventy-two (72) hours notice and no employee shall, because of a transfer, work more than twenty-four (24) hours at any one time.
- C. When an employee is transferred to another shift, and his or her remaining vacation selections are impacted, then the City shall allow rescheduling of such impacted remaining vacation leave, provided that no leave shall be granted without 48 hours' notice to the Duty Chief. If the employee returns to his or her prior shift schedule, the vacation selection reverts to the employee's originally selected dates. This shall not apply to "acting positions" or station-to-station transfers.

ARTICLE 20 - VACATIONS

- A. Vacations
 - 1. All employees who have less than five (5) years service shall be entitled to a vacation of two (2) weeks during each calendar year.
 - 2. All employees who have five (5) years service and less than twelve (12) years service shall be entitled to three (3) weeks vacation during each calendar year.
 - 3. All employees who have twelve (12) years service and less than twenty (20) years service shall be entitled to four (4) weeks vacation during each calendar year.
 - 4. All employees who have twenty (20) years service or more shall be entitled to five (5) weeks vacation during each calendar year.
 - 5. "Service" for the purposes of calculating vacation time shall mean years of service in the South Portland Fire Department. For employees hired after August 18, 2022,

“service” for the purposes of calculating vacation time to include creditable service from an employee’s prior employment shall have the same meaning as the City’s Personnel Policy provisions; provided, however, that no employee shall be entitled to receive more than four (4) weeks of vacation based on creditable service.

- B. No additional new holidays shall be recognized for members of the Union unless negotiated between the Parties and expressly agreed upon in writing. The Union agrees that the City does not have an obligation to automatically offer paid time off (holidays or otherwise) to Union employees unless the Parties bargain for the same.
- C. A week of vacation shall mean one (1) complete tour of duty off. For the purpose of vacation time, consumption of each 24 hour shift shall equate to two vacation days (10.5 hours per day.) A half shift shall equal one day (10.5 hours) regardless if it is a night or day for purpose of computing vacation time usage.
- D. Vacation leave will be selected on a calendar year basis, January 1 to December 31, inclusive. No vacation leave will be granted during the remainder of the calendar year in which employment begins. During the calendar year next after that in which employment begins, a vacation leave prorated for the length of service in the year in which employment began will be granted.
- E. Vacation time will accrue on a weekly basis, beginning with the anniversary date of service.
- F. An employee who retires or resigns with adequate notice shall be entitled to the following vacation pay: Based on Art.21, Sec. A., days earned, but not used, from the immediate previous year and; days earned and not used in the current year to date. A vacation day is worth 10.5 hours of straight time pay. However, any employee who gives less than adequate notice before resigning or retiring shall forfeit his or her accrued vacation leave. Adequate notice for the purpose of enforcement of these provisions shall be construed to mean two (2) week’s notice.
- G. The transfer list and the vacation list will be posted no later than December 1st of each year.
- H. Vacation shall be granted according to the rank and seniority of employees within each platoon. Only one (1) unit member within each shift may be on vacation at any one time, except for four (4) 24 hour occurrences each year when the City will permit two unit members within each platoon to schedule vacation at the same time (“Doubling”). Doubling shall not be permitted on New Year’s Day, Independence Day, Thanksgiving Day, Christmas Eve (night shift only), or Christmas Day.

- I. Members shall not be forced from the immediate four (4) days before vacation until his or her due day back.
- J. An employee may elect to take two (2) holiday vacation weeks and one regular vacation week, one (1) day at a time. All full weeks of vacation shall be picked first.
- K. With permission from the Chief or the Chief's designee, employees shall be permitted to re-schedule up to five (5) vacation sets during the course of the calendar year after all vacations within the department have been selected. "Vacation set" shall be defined as a day or consecutive days of vacation during the course of the calendar year. Any request to change vacation leave shall be submitted to the Deputy Chief in writing no later than 48 hours prior to the beginning of the requested day(s) off. A shorter notification period may be approved at the discretion of the Deputy Chief.
- L. Vacation Selection.
 - 1. Beginning December 1st of each calendar year, employees have one (1) working shift to make their vacation pick for the succeeding calendar year or shall lose their turn and be moved to the end of the list for that round. Employees will not be permitted to double up on second picks by foregoing the first pick. Employees will be allowed to select up to a maximum of three (3) weeks per vacation pick. If the process of selecting vacations is not completed by January 31st, then beginning on February 1st, employees shall have one (1) hour in which to make a vacation pick, or lose his or her turn and be moved to the end of the list for that round. In the event an employee fails to make a vacation pick by February 2nd, the employee shall receive written notification from the Chief or designee that failure to complete make a vacation pick by February 14th will result in the Department assigning the employee's vacation dates.
 - 2. After January first, if the vacation selection process is not completed, employees of the unit may request of the Chief, time off in one (1) week segments during those weeks of January and February prior to the completion of the vacation selection process. Any vacations granted by the Chief shall be considered the employee's last vacation pick. Single vacation days will not be permitted during this period.

ARTICLE 21 - HOLIDAYS

- A. Effective January 1, 2024, employees shall receive thirteen (13) vacation days each January 1st in lieu of holidays.* Vacation days in lieu of holidays shall be scheduled according to Article 21, VACATIONS. Such vacations in lieu of holidays shall be prorated depending on a date of appointment or date of resignation, or any other voluntary or involuntary reason

for terminating employment with the City other than retirement. Effective January 1, 2023 through June 30, 2026, employees may elect to “bank” up to all of the eleven (11) recognized holidays and receive pay in lieu of time off for those holidays on or before December 1 of each year in a payroll period to be determined by the City. The election to bank holidays must be made no later than March 1st of each year. Employees will not be permitted to bank more holidays after this election date. In the event an employee subsequently elects to take time off on a holiday that he or she previously elected to bank, the employee shall be required to schedule the holiday time off pursuant to Article 20 and subject to any applicable provisions of this Article 21. Payment in lieu of time off for any banked holiday shall be 10.5 hours at the employee’s regular rate of pay.

B. Employees who have terminated employment with the City shall receive those holidays which are listed below which fall between January 1 and the date of termination in the form of time off with pay or payment for such earned or accumulated holiday time. Had an employee already received or taken vacation days in lieu of holidays, in excess of what he/she earned, such time off shall be deducted from the employee's payment of unused sick leave:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Presidents' Day
4. Veterans' Day
5. Memorial Day
6. Juneteenth*
7. Independence Day
8. Labor Day
9. Columbus Day
10. Patriots Day
11. Thanksgiving Day
12. Day after Thanksgiving*
13. Christmas Day

* For the 2023 calendar year, Juneteenth and the Day after Thanksgiving shall be paid at 10.5 hours in lieu of additional time off. Effective January 1, 2024, Juneteenth and the Day after Thanksgiving may be taken by the employee as holiday time off, or the employee may elect to be paid at 10.5 hours of the employee's regular rate of pay in lieu of additional time off. All new holidays which may be bargained between the parties shall be paid in lieu of time off unless expressly agreed otherwise.

- C. An employee who retires from the City shall be entitled to receive payment for holidays that have occurred as a function of the payout from their vacation/holiday bank less the number of holidays the employee has already utilized. Employees who retire from the City shall be entitled to receive payment for the remaining holidays that have not yet occurred at the time of retirement as pay equal to 5.25 hours per holiday.
- D. "Holiday" for the purposes of this Article shall begin at 6:00 p.m. on the eve of the days listed above and shall extend through 8:00 a.m. on the following day.
- E. Personal Day.

In addition, each employee within each category listed below will be granted two (2) personal days per calendar year for the purpose of attending special unforeseen events such as weddings, graduations and the like, which could not have been scheduled at the time that vacations were scheduled. For the purposes of this article, there will be two categories of employees, staff and line. Staff employees shall be those of the uniformed ranks assigned to a fixed, Monday through Friday schedule and are not counted as daily staffing for overtime purposes excluding the Chief Officers. Line employees shall be those of the uniformed ranks assigned to the rotating 24-on, 48-off, 24-on, 96-off schedule excluding Chief Officers. A personal day shall not be scheduled on any holiday or eve of holiday. Holiday for the purposes of this Article, shall begin at 6:00 p.m. on the eve of the days listed above and shall extend through 8:00 a.m. on the following day. Only one (1) member of the bargaining unit shall be off on a personal day per platoon. The personal day shall be scheduled on a first-come, first-served basis. The personal day shall be scheduled not more than forty (40) days, nor less than forty-eight (48) hours prior to the beginning of the shift on which the employee would like to take a personal day. Employees shall complete a written request form to schedule a personal day and file said form with the Chief or his/her designee. Holiday and extra day pick will be allowed to be picked as 10, 14, or 24 hours. Once approval has been granted, the City cannot revoke the scheduled personal day. A personal day shall not be divided up into portions of shifts. An employee shall only be eligible to receive and utilize two personal day equal to two (2) full shifts (a day or a night shift) per calendar year. Personal days shall not be carried from year to year. Personal leave shall be permitted during the last week in June or the months of July and August provided that only one (1) employee of either fire bargaining unit (Fire Command or IAFF)

shall be off on a personal day per platoon, per shift. This provision shall be effective January 1, 2024.

ARTICLE 22 - SICK LEAVE

- A. Sick leave shall be granted at a rate of one and one-quarter (1 1/4) days per month with unlimited accumulations. For the purpose of sick time, consumption of each 24 hour shift shall equate to two sick leave days (10.5 days.) A half shift shall equal one day (10.5 hours) regardless if it is a night or day for the purpose of computing sick time usage. A person who leaves sick during a shift for more than ½ a shift shall be charged a full days sick leave (two days – 21 hours) and a person who leaves sick for less than ½ a shift shall be charged one day (10.5 hours.)
- B. One-half (1/2) of accumulated sick leave up to a maximum of seventy-five (75) days of pay shall be paid retiring employees, provided the employee has a minimum seventy-five (75) days of sick leave accumulated. Retiring employees with less than seventy-five (75) days, shall not receive any payment. One-half (1/2) of accumulated sick leave up to a maximum of thirty (30) days of pay shall be paid to employees upon leaving fire service provided proper notice is given and the employee has at least ten (10) years of service. Proper notice for the purpose of enforcement of the provision shall be construed to mean two (2) weeks notice. Said payment is to be based on one-fifth (1/5) of the employee's weekly wage for each day's leave.
- C. For employees promoted into the unit prior to July 1, 2024, an employee who retires and has an unused balance in excess of one hundred fifty (150) sick leave days may take an early retirement equal to fifty (50%) percent of the accumulated sick leave days over one hundred fifty (150.) Employees must give the Chief a minimum of thirty (30) days prior written notice to exercise this early retirement option.
- D. For employees promoted into the unit on or after July 1, 2024, an employee who retires and has an unused balance in excess of one hundred days (1,050 sick leave hours), may choose to take an early retirement, receive payment for accumulated sick leave or some combination thereof, for up to half of their accumulated sick leave hours, not to exceed one hundred fifty (150) days (1,575 hours) (i.e., a maximum of 787.50 hours) at a rate equivalent to 90% of the employee's rate of pay at retirement, provided that any early retirement shall not exceed 12 weeks (504 sick leave hours).
- E. The City shall pay to a surviving spouse or dependents 100% of the employee's sick leave balance. In the absence of a spouse or children, payment shall be made to the employee's estate.

- F. An employee may cash in up to 250 hours of accrued sick leave per calendar year at one-half (50%) of their total hourly rate of pay. To be eligible for this voluntary sick leave cash-in, the employee shall submit a completed and signed "Election of Sick Leave Cash-In" form to the Human Resources Office between November 15, and not later than December 15, prior to the next calendar year in which the cash-in will be effective. As an option to the lump sum cash payment, an employee may elect a pre-tax contribution to an ICMA 457 Plan, Section 125 Flexible Spending Account (FSA), or divide the sum in any proportion between the three options. Once made, this election is irrevocable.

Notwithstanding the above, an employee must have a minimum of 1,575 hours (150 days) of sick leave remaining in their sick leave bank at all times. A cash-in election may not reduce his or her available sick leave below 1,575 hours (150 days).

Sick leave cash-in payments will be made no later than January 31 of the year for which the cash-in is elected.

Payment of sick leave cash-in hours for an employee serving as an Acting Deputy Chief shall be based on his or her total hourly rate as a fire command officer and not their Acting Deputy Chief rate of pay.

Voluntary sick leave cash-in payments are treated as Maine Public Employees Retirement System (MEPERS) non-eligible wages.

- G. Starting January 1, 2024, an employee who has been employed with the Department and uses no sick leave in a six-month period (January 1 – June 30 and/or July 1 – December 31) will receive an incentive of 10.5 hours at their regular rate of pay. This incentive shall not be considered for purposes of overtime calculation.
- H. The parties have complied with Maine's new Earned Paid Leave Law in that the benefits under the contract exceed the minimum required by law.

ARTICLE 23 - REASONS FOR SICK LEAVE

- A. Personal illness or injury of employees to such extent as to be unable to perform their duties;
- B. Attendance upon members of the employee's family within the employee's household, whose illness requires the care by such employee, shall not exceed one working day in one calendar week providing that not more than six (6) working days with pay shall be granted to the officer for this purpose in any one calendar year;

- C. Enforced quarantine when established by the Health Department;
- D. Subject to the discretion of the Chief or the Chief's designated representative, sick leave may be used in the event of the death of an employee's spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, daughter-in-law, son-in-law, well established extended non-relative "family" members, or immediate step relatives.
- E. A family sick day can be used in either ten (10) hour or fourteen (14) hour instances. A full twenty-four (24) hour instance will count as two (2) family sick days, A half shift shall equal one day (10.5 hours) regardless if it is a night or day for the purpose of computing sick time usage.
- I. Personal sick time may be used, when called in, as either one-hour increments, a 10 hour block (day shift), 14 hour block (night shift) or a full shift (24 hours). If a 24-hour shift is requested, it will count as two (2) (10.5 hour) sick days, and all other requests will be counted as a single (1) (10.5 hours).
- J. Whenever an employee has more than six (6) absences in a year, the employee may be required to furnish a note from a licensed medical provider for each absence after the sixth one. In the event an employee does not provide a note from a licensed medical provider when required to do so under this section, the employee shall not be paid for such time; however, the employee may elect to use accrued vacation or compensatory time. If an employee is required to furnish a note from his or her licensed medical provider pursuant to this section, the Chief shall send a notice to the employee regarding his or her use of sick leave.
- K. For vaccines required by law or rule, the City will make efforts to provide an on-site clinic and allow members to receive vaccines on-duty. Should an employee experience an immune response and be unable to continue working after receiving a vaccine on duty, the employee shall be allowed to use sick leave, which will not count toward the absences identified in section H of this Article. Alternatively, for vaccines required by rule or law, employees may use one (1) hour of sick leave, provided it does not create overtime, if the employee chooses to be vaccinated off duty.

ARTICLE 24 - INJURIES

- A. Workers Compensation.
 - 1. Employees who are injured or receive a disability suffered in the performance of their duties shall receive, in addition to worker's compensation coverage and insurance benefits that may apply, pay from the City of South Portland, the total of

which shall constitute an employee's net base weekly wage until they are placed on disability retirement, return to duty or as described below.

2. After a period of twelve (12) months from the date of injury, an employee who continues to be out on a work related injury shall not continue to earn holidays (including a personal day,) vacation or sick days. Employees who receive pay while on workers compensation shall, upon the receipt of their compensation check, immediately repay the City for any monies owed to the City as a result of their workers compensation benefit if the City had provided initial compensation for that portion of insurance covered by workers compensation. Upon request, the City shall provide the employee with an amended W2 form.
3. An employee who has twenty-five (25) years of service and then receives a work related injury shall have a period of two (2) years to return to full active duty. An employee intending to return to full active duty shall agree to participate in an independent medical evaluation prior to a return to work to assess the likelihood of an extended return to work. If the employee is unable to return to full active duty, the employee shall retire.
4. If an employee, while off duty, is involved in a fire emergency situation and is injured while doing so, the City shall assume responsibility to pay from medical, surgical, and hospital expenses provided the employee was not acting in a negligent manner or in violation of any departmental rule, and said employee was within the City limits or in route to duty. The employee agrees to exhaust all available medical, hospital and workers compensation benefits to cover the above mentioned expenses.

B. Light Duty Assignment.

1. When an employee suffers an injury and/or illness which prevents him from performing the normal duties of his or her position in the Fire Service, the City shall make light duty work available to the employee, whether the injury or illness occurred while on or off duty. If the City fails to make such work available, it shall state, in writing to the employee and the Union, the reason such work is not made available. The injured employee shall work this light duty to the extent he is physically able to do so. In the event such light work is made available and is refused by the employee, the reason shall be stated in writing to the City. Neither the City nor the employee shall refuse to comply with the light duty provisions of this Article without good cause. Employees working light duty assignment shall be paid at the appropriate rate of pay for their position in the fire service.

2. The purpose of light duty assignments is to facilitate the employee's return to full duty. Light duty shall be limited to duties that are of value to the Fire Department and may include fire ground operations to the extent permitted by the employee's physician. Light duty assignments shall not include the staffing by the employee assigned to light duty of fire apparatus during fire ground operations. The light duty work schedule shall be assigned by the Chief and shall average forty-two (42) hours per week. Fewer hours may be worked at the direction of an attending physician. Employees on light duty shall not be eligible for overtime or call-back.

ARTICLE 25 - BEREAVEMENT LEAVE

The City recognizes the need for a bereavement period of up to eight (8) consecutive days immediately following the death of an employee's spouse, domestic partner, child, mother, father, brother, sister, mother-in-law, father-in-law, immediate step relatives or grandparents. If an employee is scheduled to work during this period, the employee shall be excused from work with pay for up to two (2) twenty-four (24) hour days. None of the above-mentioned time off shall be charged to the employee's sick leave. Where circumstances necessitate, the Chief or the Chief's representative may extend the duration of the above mentioned periods. Work missed during the periods of extension shall be charged against the employee's sick leave.

ARTICLE 26 - FITNESS

- A. On the effective date of this Agreement, employees shall be allowed to utilize the Municipal Swimming Pool and Municipal Golf Course facilities during regular operating hours at no cost to the employees.
- B. The City will administer a fitness incentive exam for all Unit members twice a year, once in the Spring and once in the Fall, or more frequently at the Chief's discretion. Those employees passing the exam will receive a stipend of \$1,042 annually. The stipend will be paid over the course of the year on a weekly basis. The City will accept any officer that completes the CPAT test each year as an alternative to the fitness incentive exam.

Fitness Test	Male (40 th Percentile) Age				Female (40 th Percentile) Age			
	20-29	30-39	40-49	50-59	20-29	30-39	40-49	50-59
Max Push Up Test	29	24	18	13	15	11	9	3

1 Min Sit Up Test	38	35	29	24	32	25	20	14
1.5 Mile Run	12:29	12:53	13:50	15:14	15:05	15:56	17:11	19:10
3 Mile Pack Walk	45 lbs 45 min	45 lbs 45 min	45 lbs 45 Min	45 lbs 45 min	45 lbs 45 min	45 lbs 45 min	45 lbs 45 min	45 lbs 45 min

Above is the scale for the Fitness Incentive Exam. Each candidate will perform the required number of push-ups, sit-ups, and the 1.5 mile run in the allotted time for their age. As an option a candidate may choose to do the 3 mile pack walk instead of the 1.5 mile run.

The test will be administered by a certified PEER Fitness Coordinator, or the Chief's designee. If a candidate does not successfully complete the exam, he/she may retake the exam at the next administration of the test. The candidates should work with a department fitness instructor to develop an exercise program that will get them in shape to pass the exam the following time. Candidates must pass the exam to receive the fitness incentive. Candidates will partner up with another candidate for the test.

Attached is a description of how the exercises shall be done.

Push-Ups: Will be done with candidates hands slightly more than shoulder width apart. The candidate's partner shall hold his or her hand in a fist; thumb up, under the testing candidate's chest. The testing candidate shall lower him/herself down so the chest touches the partner's hand for the pushup to count. The partner shall keep count of successful push-ups done by the candidate. The candidate shall do as many push-ups as he/she can do.

Sit-Ups: Sit-ups shall be performed with the partner holding the candidates feet to the floor. The candidate shall be his/her hands either at the temples, or arms cross with hands in armpits. Candidate will perform a sit-up and touch elbows to quads. The elbows must touch the quads for the sit-up to count. The partner shall keep track of successful sit-ups done within the one minute time allotted.

1.5 Mile Run: The run shall be performed at a location determined at the time of the test. A measurement shall be taken and the distance shall be marked and explained to all candidates. Candidates shall be started in a staggered time to allow times to be kept accurately.

If a candidate does not successfully complete the test in January he/she may retake the test in June. If the test is successfully completed at that time the candidate will receive the annual

fitness stipend pro-rated from June to January. All candidates will be retested every January to continue to receive the stipend.

ARTICLE 27 - CLOTHING ALLOWANCE

Effective July 1, 2024, the annual (fiscal year) clothing allowance for officers shall be five hundred dollars (\$500.00). All existing clothing allowance balances as of that date will be reset to \$0. This annual allowance will be made as a payment to each employee in the first payroll period of each fiscal year and will be subject to all applicable payroll taxes.

- A. It is expected that employees of the Union will utilize the clothing allowance to purchase items within the Department's approved catalog in the categories outlined below. Any item not shown within the approved categories will not be allowed to be worn while on duty or performing any fire department function.
1. Dress uniforms
 2. Work uniforms / Station wear
 3. Protective equipment.
- B. Upon promotion by the City of South Portland, the city shall provide the following articles:
- One white bell cap with silver band (Lieutenant Only)
 - One white long sleeve uniform shirt (Lieutenant Only)
 - Two breast badge denoting new rank
 - Two sets of collar brass denoting new rank
 - One hat badge denoting new rank
 - One helmet shield denoting new rank
 - Update dress coat insignia
- C. Effective July 1, 2024, City will purchase two sets of protective clothing, to be staggered at five-year intervals, consistent with the provisions of 26 MRS § 2103 and including a "particulate-blocking" hood. A member may purchase an alternative helmet that is NFPA and BLS certified at the member's expense.
- D. A member may purchase alternative boots; these boots may be leather bunker boots at the member's expense. The City shall replace any protective gear damaged in the line of duty provided the item was not recommended for replacement at the prior annual inspection. The City shall remove unsafe City issued gear under this Article from service and order its replacement. Upon retirement, a member's remaining City issued gear shall become the property of the retiring member. In the case of resignation or any other voluntary or involuntary reason for termination of employment with the City, the member shall return all

City issued gear to the City. City issued gear shall be defined as gear that is not obtained through the clothing allowance.

- E. Upon severance from Department employment, the member may be required to return all city-issued turnout gear and city-issued equipment. Any items purchased jointly between the city funds and member funds, the article of clothing or gear will become the property of the member.
- F. Determination of when an approved item can and cannot be worn will be set forth in SOG 5.213. The administration and clothing committee will work collaboratively to make changes to SOG 5.213 annually as needed during the 45 day no purchase period. Changes to SOG 5.213 must reflect but are not limited to looking professional, comfort of the garment, heat emergency declaration, and time/place an item can and cannot be worn. The officer of the crew will have authority to request any article of clothing be removed from service if it is faded, soiled, ripped, torn or in any way disrespects the department.

During the 45 days before the July 1st the approved catalog shall be updated to reflect any items that need to be evaluated or modified. Evaluation or modification shall include discontinuation of an item, assess the durability of an item that does not perform to the standards of the City and/or the Local, or a superior item has come on the market. A committee of 2 officers and the deputy in charge of clothing will be assigned to performing this task. At the end of the review period the approved catalog will again be closed with any and all changes being approved by the Chief of the Department. Once approval has been reached the approved catalog will be updated no later than July 1st.

In the event that a vendor stops carrying an item or if for any reason an item is discontinued as a result of a supply issue, or any issues arising out of a vendor changing item numbers or reference I.D. numbers, these items will be allowed to be worn until they do not meet the standards of section I of this article. Reference numbers / item I.D. numbers can be changed at any time by mutual verbal agreement of the Union President and Deputy in charge of clothing in order to facilitate the ordering process.

ARTICLE 28 - RETIREMENT

- A. The City agrees that should any other Department or Bargaining Unit within the City receive a reduction in the amount of years necessary for retirement or an increase in the rate of retirement, the same will be added to the Union's. In no event will it lengthen the years of service necessary for retirement or lessen the retirement salary.
- B. For service prior to July 1 2010, the City shall extend to all eligible employees a retirement pension under Maine Public Employees Retirement System Consolidation Plan entitling

employees to one-half (1/2) salary after having completed twenty-five (25) years of service regardless of age; which benefit shall be based on one-half of the average of the employees top three years of pay; including the 2% retirement option, COLA, in accordance with and subject to the provisions of the statutes of the State of Maine and the rules of the Maine Public Employees Retirement System now applicable or as they may hereinafter be amended. For service prior to July 1, 2010, the employee's rate of contribution shall be 6.5% of gross weekly earnings.

C. "Special Benefit Plan 3" Adopted Effective July 1, 2010

- a. Effective July 1, 2010, and for future service only, the City will adopt the provisions of "Special Benefit Plan 3" (2/3 average final compensation, upon the completion of twenty (25) years of Special Plan service regardless of age, including cost of living adjustments) pursuant to 5 M.R.S.A. §18801-18806 and Maine Public Employees Retirement System Rules, Ch. 803, §8(E), as amended, for all eligible employees covered by this Agreement.
- b. "Special Benefit Plan 3" for future service only, will be the exclusive plan available for all employees covered by this Agreement on July 1, 2010, who elect Maine Public Employees Retirement System pension benefits.
- c. All employees covered by this Agreement participating in other Maine Public Employees Retirement System pension plans as of July 1, 2010, will be transferred to "Special Benefit Plan 3" for future service only.
- d. The contribution rate for the City and covered employees for participation in "Special Benefit Plan 3" will be as established by the Maine Public Employees Retirement System.

D. The City currently has a provision in its non-union Personnel Policy in effect covering the retirement and rehire of employees, which allows an employee to be rehired by the City into the same position that the employee held prior to retirement, under certain terms and conditions imposed by the City Policy, MainePERS, and IRS regulations. The City and the Union wish to explore a retire/rehire program for the members of the Union; however, the members of the Union are subject to the City's Civil Service Code and changes to the Code are necessary in order to implement such a program. The Parties therefore agree to continue negotiating the terms of a retire/rehire program and incorporate the same by sidebar agreement when finalized.

ARTICLE 29 - PROMOTIONS

- A. Promotions in all grades including the ranks of Deputy Chief, Captain, and Lieutenant shall be within the regular uniformed personnel of the South Portland Fire Department, except as noted below, and shall be appointed on a competitive basis.
- B. Whenever a vacancy occurs in the Officer ranks, the City Manager shall, within five (5) days, submit a request for an eligible list to the Civil Service Commission. Within fifteen (15) days of the City's receipt of said eligible list, the City shall select a candidate(s) from the list for promotion to fill the vacancy. If no one from the first list is selected, the City will immediately request additional names from the Civil Service Commission and repeat the process.
- C. In the absence of any regular uniformed personnel of the South Portland Fire Department being on the eligible list for promotion to the position of Deputy Chief, and/or as noted under the Civil Service Code Chapter 19, Rule 9c Variance of requirements, where it is recognized that the "number of employees eligible for promotion to a particular vacancy are insufficient to permit meaningful competition," the promotional process for Deputy Chief may be extended to external candidates, as provided for under the Civil Service Code Chapter 19, Rule 8.

ARTICLE 30 - SAVINGS CLAUSE

If any provision of this Agreement is contrary to any law or laws, such invalidity shall not affect the validity of the remaining provisions of this Agreement.

ARTICLE 31 - ZIPPER CLAUSE

Parties to this Agreement acknowledge that during negotiations that resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. Therefore, the City and the Union, for the life of this Agreement, voluntarily waive the right to unilaterally obligate other parties to bargain, except by mutual agreement of both parties.

ARTICLE 32 - FIRE INSPECTOR

The job classification of "Fire Inspector" is created.

1. Selection process. The Fire Inspector shall be selected based on the following process and stated minimum requirements:
 - Current employees eligible to appointed to the Fire Inspector position include current Command Officers first and then, if no Command Officer bids for the position, Firefighters eligible to be promoted to Lieutenant with the intention of being the Fire Inspector.
 - Once selected, the Fire Inspector will remain in that position for a minimum of 24 months. Once a vacancy in the officer ranks occurs after the 24-month period, the Fire Inspector may bid to move into that Officer's position and out of the Fire Inspector position.
 - If no current Command Officer bids into the position, and no Lieutenant Candidate is appointed from the Civil Service process or declines the position, the City may hire an outside civilian candidate for this position.
2. Probationary period and status of civilian Fire Inspector. The Fire Inspector shall have a probationary period of six (6) months. If the Fire Inspector is a civilian employee, said employee shall not be eligible for any other appointment within the Department, unless said employee follows the Civil Service original appointment process.
3. Overtime work for Fire Inspector. The Fire Inspector will be eligible for overtime in the position of Fire Inspector only as approved by the Fire Chief. If the Fire Inspector is a qualified Lieutenant or Captain, he or she will be eligible to work regular Command Officer overtime within the regular overtime hiring policy in Article 12. The Fire Inspector is not eligible for regular overtime if it would interfere with his or her Fire Inspector hours of work or Fire Inspector overtime. If the Fire Inspector is a civilian employee, said employee shall not be eligible for regular overtime under Article 12 regardless of qualifications.
4. Fire Inspector schedule. The Fire Inspector's work schedule shall be as follows: a forty-two-hour work week, with a flexible work schedule (normally Monday-Friday) as approved by the Fire Chief.
5. Fire Inspector vacation and holidays. The Fire Inspector shall select vacation by submitting requests to the Deputy of Fire Prevention. Requests should be made at least 48 hours in advance. The Fire Inspector will have the option to be off on all City approved holidays or may work the holidays and take vacation days in lieu of holidays. Memorial Day, Independence Day, Thanksgiving, and Christmas are not eligible for "days in lieu" and must be taken off. All vacation and holiday time must be used every calendar year. If the Fire Inspector leaves the position of Fire

Inspector and returns to the ranks, he or she will select vacations as available on the assigned shift.

ARTICLE 33 – STATE OF EMERGENCY

If the City declares a state of emergency per Chapter 8, Section 8-2.6 of the City of South Portland Code, or in certain other circumstances as determined by the City Manager and approved by the City Council, the following provisions of this Agreement will be opened for the Parties to meet to negotiate temporary special terms:

A. Article 17, Substitutions – to allow more frequent swaps than current limit during the related temporary period.

B. Article 20, Vacations – to waive the limit to rescheduling during the related emergency period provided all other provisions regarding vacation selections are maintained.

C. Article 23, Reasons for Sick Leave – to waive the counting of absences under Section H during the related emergency period.

ARTICLE 34 - TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2023 to June 30, 2026.

In WITNESS THEREOF, the City has caused this Agreement to be executed and its corporate seal to be affixed by Scott Morelli, its City Manager, and the Union has caused this instrument to be signed by, Lt. _____, Chief Negotiator of the Fire Command Officers' Association, duly authorized to sign this Agreement on behalf of the Union. This Collective Bargaining Agreement is entered into this _____ day of _____, 2024.

Fire Command Officers' Association

City of South Portland, Maine

President

City Manager

Vice President

Fire Chief

Signature: Phil Selberg
Phil Selberg (Jan 11, 2024 16:05 EST)

Email: PSELBERG@southportland.org

Signature: Jonathan P. Martin
Jonathan P. Martin (Jan 11, 2024 19:59 EST)

Email: jmartin@southportland.org

Signature: CSW
Lt Christopher Swenson (Jan 11, 2024 19:45 EST)

Email: cswenson@southportland.org

Signature: Smorelli

Email: smorelli@southportland.org



Weaver,Stephanie

From: Selberg,Philip
Sent: Friday, January 19, 2024 12:33 PM
To: Weaver,Stephanie
Subject: Fw: EXTERNAL: Scott Morelli has signed Command CBA 7/1/23-6/30/26
Attachments: Fire Command Contract - FINAL CLEAN 12-12-23 - signed.pdf

From: Adobe Sign <adobesign@adobesign.com>
Sent: Friday, January 19, 2024 11:52 AM
To: Selberg,Philip
Subject: EXTERNAL: Scott Morelli has signed Command CBA 7/1/23-6/30/26

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF SOUTH PORTLAND
AND
SOUTH PORTLAND FIRE COMMAND OFFICERS
BARGAINING UNIT
JULY 1, 2023 THROUGH JUNE 30, 2025

Command CBA 7/1/23-6/30/26 has been signed by Scott Morelli (smorelli@southportland.org).

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