

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF SOUTH PORTLAND

AND THE

SOUTH PORTLAND FIREFIGHTERS

IAFF LOCAL #1476

JULY 1, 2011 TO JUNE 30, 2014

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3 **ARTICLE 1 - PREAMBLE**

- 4 A. This Agreement is made and entered into this _____ day of _____, 2011
5 by and between the City of South Portland, hereinafter referred to as the "CITY" and Local
6 #1476 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as
7 the "UNION," pursuant to the provision of Chapter 9-A Revised Statutes of Maine Title 26,
8 as enacted by the Maine Legislature in 1969, entitled "An Act Establishing the Municipal
9 Public Employees Labor Relations Law" and as amended.
- 10 B. In order to increase general efficiency in the City, and to promote the morale, equal
11 rights, well-being and security of its employees, the City of South Portland, Maine, and
12 Local 1476 of the International Association of Fire Fighters herein bind themselves in
13 mutual agreement as follows:
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15

16 **ARTICLE 2 - RECOGNITION**

- 17
18 A. The City recognizes the Union as the sole and exclusive bargaining agent for all
19 uniformed employees below the rank of Lieutenant of the Fire Department, excepting
20 only Fire Chief, Deputies, Captains, Lieutenants, department secretary or any person
21 employed less than six (6) months or any temporary, seasonal or on-call employee for
22 the purposes of collective bargaining and entering into agreements relative to wages,
23 salaries, hours, and working conditions.
24
- 25 B. The Local Union recognizes that the City has the right to issue, through the Civil Service
26 Commission, rules and regulations governing selection for appointment, promotion,
27 dismissal, hearing, etc. for the Fire Department; however, said rules and regulations
28 shall be discussed with a Union Representative before implementation. This does not,
29 however, make said rules and regulations subject to Union approval. All notices,
30 bulletins, directives and policy changes shall be forwarded to the Union Secretary for
31 record keeping purposes.
32
33

34 **ARTICLE 3 - NON-DISCRIMINATION**

- 35
36 A. The Union shall be ever mindful of its "No Strike" obligation and the individual members
37 of the Union are to regard themselves as employees of the Municipal Fire Department,
38 and, as such, they are to be governed by the highest ideals of honor and integrity.
39
- 40 B. The City agrees that no employee shall in any manner be discriminated against or
41 coerced, restrained or influenced on account of membership in Local 1476 or by reason
42 of holding office therein. No employee covered by this Agreement shall be favored or
43 discriminated against by either the City or the Union as to age, sex, race, or national
44 origin.
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48 **ARTICLE 4 - DUES DEDUCTION**
49

- 50 A. The City shall deduct Union dues weekly, upon receipt of a signed authorization of
51 members of the Union, who shall sign deduction form cards. The City shall forward to
52 the treasurer of the Union such deductions each month. The City shall maintain regular
53 deduction of dues of each member unless notified otherwise by the Union's Treasurer or
54 by the member.
55
- 56 B. Any eligible non-union employee shall pay a fair share fee to the Union. The Union
57 agrees to establish a bona fide internal procedure allowing an objecting employee to
58 challenge the reasonableness of the fair share charge. Any non-union employee not
59 paying the fair share shall pay any cost for grievance or other Union representation. The
60 City shall not interfere or assist in Union discipline for non-payment of dues for fair
61 shares.
62

63
64 **ARTICLE 5 - TIME OFF WHILE PERFORMING UNION DUTIES**
65

- 66 A. All employees covered by this Agreement who are officers of Local 1476 shall be allowed
67 time off for official Union business with the City, with pay, and without the requirement
68 to make up said time, if there is sufficient staffing available to cover for said employee, as
69 determined by the Chief of the Fire Department.
70
- 71 B. All officers of Local 1476 shall be allowed time off, with pay, for attending any state,
72 regional or national delegate meetings of the International Association of Fire Fighters,
73 AFL-CIO, if there is sufficient staffing available to cover for said employees, as
74 determined by the Chief of the Fire Department; provided, however, that no officer shall
75 be permitted to attend more than three (3) of said meetings per year, or a total of six (6)
76 days per year; and provided, further, that no more than three (3) of said officers shall be
77 permitted time off, with pay, for attending the same state, regional or national delegates
78 meeting. The local president or his/her designee shall be given sufficient time off to
79 attend the International Convention. Such time off shall not exceed one (1) tour of duty.
80
- 81 C. For the purposes of this Article, "officers" shall be defined as the President, Vice President,
82 Secretary, and Treasurer.
83

84
85 **ARTICLE 6 - SENIORITY AND LAYOFF**
86

- 87 A. The City shall establish a seniority list, and it shall be brought up to date on December
88 1st of each year, and immediately posted thereafter on bulletin boards for a period of not
89 less than thirty (30) days, and a copy of same to the Secretary of the Union. Any
90 objection to the seniority list, as posted, must be reported to the Fire Chief and the Union
91 within ten (10) days from the date posted, or it shall stand as accepted.
92

- 93 B. Seniority of employees shall be computed in each rank from the date of appointment to
94 that rank. Whenever there is lack of work, or lack of funds, requiring reductions in the
95 number of employees in the department, the required reductions shall be made in such
96 rank, or ranks, as the department head may designate; provided that said employees shall
97 be laid off in the inverse order of their length of service.
98
- 99 C. All temporary employees shall be laid off before probationary employees, and all
100 probationary employees shall be laid off before any permanent employees.
101
- 102 D. Employees who have been laid off will be called back in reverse order to the layoff;
103 provided they are available, able and qualified to work, accept the offered job and return
104 to work within fourteen (14) days. Employees who have been laid off will retain their
105 seniority. However, seniority will not accrue during the layoff period.
106
- 107 E. For the period of July 1, 2009 to June 30, 2011, the City agrees not to lay off any non-
108 probationary employees.
109
110

111 **ARTICLE 7 - PRIOR PRACTICES**

112

- 113 A. Nothing in this Agreement shall be construed as abridging any right, benefit or privilege
114 that employees enjoyed heretofore, unless it is specifically superseded by a provision of
115 this Agreement, or unless said benefit or privilege is changed by mutual consent.
116
117

118 **ARTICLE 8 - GRIEVANCE PROCEDURES**

119

- 120 A. Contract Grievance
121

122 1. The purpose of grievance procedures shall be to settle employee grievances on as low
123 an administrative level as possible, to insure efficiency and maintain morale.
124

125 2. If an oral or written reprimand of an employee is given by the chief and/or Deputy,
126 a copy of the written reprimand or documentation of an oral reprimand shall be forwarded
127 to the employee. All written reprimands shall be entered into an employee's personnel
128 file. Written reprimands shall be removed from an employee's personnel file upon the
129 employee's written request to the Fire Chief after a period of two years, provided there has
130 not been a re-occurrence of a similar offense during that two year period or a violation of a
131 more serious nature.
132

133 3. A grievance shall be considered to be an employee's complaint concerned with: (1)
134 discharge, suspension, or other disciplinary action; (2) favoritism or discrimination; (3)
135 interpretation and application of Fire Department rules and regulations and alleged
136 violations of any of the terms of this Agreement.
137

138 4. The aggrieved employee shall present his/her grievance in writing to the President
139 of the Union within forty-five (45) days of the alleged grievance. The President of the
140 Union shall submit the grievance to the Union's Grievance Committee. The committee
141 shall investigate all grievances and within thirty (30) days from the time the employee
142 turns the grievance over to the President of the Union shall either: (1) dismiss the
143 grievance, or (2) direct the President of the Union to settle the grievance with the platoon
144 officer, if possible, or submit the grievance to the Fire Chief or in the Chief's absence, a
145 Deputy Chief.

146
147 5. The Chief of the Fire Department, or Deputy, shall deal with the grievance
148 submitted and shall render the decision in writing not later than the twenty-first (21st) day
149 following the day the grievance was received by him/her.

150
151 6. If the decision of the Chief or Deputy is not satisfactory to the Union, an appeal
152 shall be lodged with the Personnel Director and/or the City Manager within thirty (30)
153 days. The Personnel Director and/or the City Manager shall, within twenty-one (21) days
154 of receipt of the grievance, submit the decision in writing to the president of the Union
155 and the Chief of the Department.

156
157 7. In the event the Union feels that further review is desired, all unsettled grievances
158 over which the Civil Service Commission lacks jurisdiction may be submitted to the
159 Maine State Labor Relations Board of Arbitration and Conciliation, in accordance with
160 the Municipal Public Employees Labor Relations Law of 1976, as amended, or any
161 successive Act enacted by the Legislature of the State of Maine governing arbitration of
162 public employees.

163
164 8. The Chief of the Department, and Personnel Director and/or the City Manager
165 shall be notified of the Union's decision either to accept or reject the findings of the Chief
166 of the Department and the Personnel Director and/or the City Manager within twenty-one
167 (21) days. The Union shall notify the Chief of the Department, and the personnel Director
168 and/or the City Manager whether or not the Union plans to submit the grievance to
169 arbitration within ninety days of receiving the final decision of the City on the grievance,
170 unless a meeting of the Union membership will not take place within that time period, in
171 which case the decision period shall be extended for a period not to exceed another forty-
172 five days.

173
174 B. Disciplinary Grievance

175
176 1. Any grievance regarding the suspension, demotion, or removal of an employee or
177 any other grievance over which the Civil Service Commission has jurisdiction, may be
178 appealed directly to the Commission in accordance with the personnel rules and
179 regulations of the Civil Service Ordinance.

180
181 C. Definition of Days

182
183 1. All days as referred to in this Article shall be calendar days.

184
185 2. All time limits contained within this Article may be extended upon mutual
186 agreement between the City and the Union.
187

188
189
190 **ARTICLE 9 - PROMOTIONS**
191

- 192 A. Promotions in all grades and including the ranks of Deputy Chief, Captain and Lieutenant
193 shall be within the regular uniformed personnel of the South Portland Fire Department
194 and shall be appointed on a competitive basis.
195
- 196 B. Promotions in all Firefighter grades shall be determined by the standards of N.F.P.A.
197 #1001, except all personnel hired prior to January 1, 1977 shall be irrevocably considered
198 qualified and will be automatically certified at the highest level of N.F.P.A. #1001.
199
- 200 C. The promotion steps shall include the following:
201
- 202 1. *Provisional Firefighter* - probationary period during first (1st) year of
203 employment.
204
 - 205 2. *Firefighter* - employee is eligible to be promoted upon successful completion of
206 first (1st) year of employment.
207
 - 208 3. *Firefighter I* - employee is eligible for promotion upon demonstration of
209 successful completion of NFPA Firefighter I requirements. Employees hired after July 1,
210 1993 must successfully demonstrate NFPA Firefighter I proficiencies no later than
211 eighteen (18) months from the date of hire as a condition of employment.
212
 - 213 4. *Firefighter II* - employee is eligible for promotion upon demonstration of
214 successful completion of NFPA Firefighter II requirements. Employees hired after July
215 1, 1993 must successfully demonstrate NFPA Firefighter II proficiencies no later than
216 thirty-six (36) months from the date of hire as a condition of employment.
217

218
219 **ARTICLE 10 - NOTIFICATION OF STAFFING**
220

- 221 A. The City agrees to notify the Union, in writing, seven days prior to any change of the
222 present staffing policy. This does not, however, make said changes subject to Union
223 approval.
224

225 **ARTICLE 11 - TRANSFERS**

226
227 A. Details

228
229 1. The Chief of the Department may detail an employee from one station to
230 another as part of a tour of duty, when in Chief's judgment it is in the best interest of the
231 Fire Department.

232
233 B. Transfers

234
235 1. Employees shall not be transferred from one platoon or station to another with
236 less than seventy-two (72) hours notice and no employee shall, because of a transfer,
237 work more than twenty-four (24) hours at any one time. In the event that an employee is
238 transferred from one platoon to another during the course of the year, that employee shall
239 be eligible to re-schedule the balance of his/her unused vacation leave anytime during the
240 balance of the calendar year regardless of staffing. Such vacation time shall be re-
241 scheduled within thirty (30) days of the notice of transfer.

242
243 C. Annual Transfers

244
245 1. The seniority and crew assignment list will be posted no later than December 1 of
246 each year.

247
248 **ARTICLE 12 - MANAGEMENT RIGHTS**

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250
251 A. The listing of the following rights of management in this Article is not intended to be, nor
252 shall be, considered restrictive of, or as a waiver of, any of the rights of the City not listed
253 herein.

254
255 1. Except as otherwise provided in this Agreement, the management and the
256 direction of the working forces, including but not limited to, the right to hire, the right to
257 hire part-time and temporary employees, the right to promote, the right to discipline or
258 discharge for just cause, the right to lay off for lack of work or other legitimate reasons,
259 the right to reduce the number of hours of operations, the right to transfer, the right to
260 assign work to employees, the right to determine job content, the right to classify jobs
261 and the right to establish reasonable rules, are vested exclusively in the City.

262
263 2. The City shall have the freedom of action to discharge its responsibility for the
264 successful operation of its mission, including, but not limited to, the determination of the
265 number and location of its platoons, the service to be performed (except as otherwise
266 mentioned in this Agreement) the apparatus, tools, equipment, and materials to be used,
267 the work schedules and methods of operations.

ARTICLE 13 - DUTIES

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A. The duties of the employees of the South Portland Fire Department shall be the prevention, control, and extinguishment of fire, and providing emergency medical service. The duties of employees shall also include the response to any man made or natural disaster; or hazardous materials incident as outlined in the Occupational Health and Safety Act (OSHA) standard 1910.120 Subpart Q (dated July 1, 1992), as amended from time to time; and the emergency extrication of persons involved in motor vehicle and industrial accidents. Employees shall also be responsible for the inspection of public or private buildings, hydrants, alarms or equipment to be utilized by the fire department in the detection, prevention and fighting of fires.

B. Emergency Medical Service Duties

1. All employees hired after July 1, 1988 shall complete the following training and certification of license levels in the field of emergency medical services:

a. Within twelve (12) months of the date of appointment, all new employees hired after July 1, 1988 shall, as a condition of employment, attain a Basic Emergency Medical Technical (EMT) licensure level, maintain said licensure and perform the duties associated with the EMT licensure level as long as they are employees of the City.

b. Within thirty-six (36) months of the date of appointment, all new employees of the department hired after July 1, 1988 shall, as a condition of employment, have attained the Advanced Life Support (ALS) Intermediate licensure level, maintain said license and perform the duties associated with ALS Intermediate licensure level. Employees required to comply with the provisions of this paragraph shall maintain and perform the duties of the ALS Intermediate licensure level as a condition of employment until such time as there are sixteen (16) employees of less seniority who hold active ALS Intermediate licenses. Employees hired after July 1, 1988 may be required at any time to renew their ALS Intermediate licenses when employees of the Fire Department with less seniority leave employment with the City causing that employee to become one of the sixteen (16) least senior employees required to maintain an ALS Intermediate license.

c. Maintenance of such licensure level required by this Article shall constitute a condition of employment and failure to maintain such required licensure shall be considered just cause for dismissal. Employees failing to maintain such licensure level required by this Article shall be terminated.

d. The City agrees that should required training courses for emergency medical licenses for any employee required by contract to earn or maintain licensure level not be available, that adequate time shall be made available to employees to complete said training for certification and licensure.

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C. Voluntary EMS Licensure

1. Employees wishing to voluntarily earn a new level of EMS licensure level shall seek approval from the Chief or designee to participate in a training program certified and recognized by the Emergency Medical Service Council of Southern Maine. Employees wishing to voluntarily maintain an existing EMS licensure level shall be granted permission by filing a notice with the Chief or designee. If an employee has been approved to voluntarily participate in an EMS training program, the City shall assume the cost of books, and tuition.

2. Hours spent in required classroom training beyond the hours of a normal tour of duty shall not be considered hours worked. Employees shall be allowed to attend classroom training during a normal tour of duty. Employees shall request permission from the Chief or designee to schedule or attend clinical training during a tour of duty. Hours spent in clinical training shall not be considered hours worked. Permission to attend clinical training shall be sought at least forty-eight (48) hours from the Chief or designee prior to the beginning of the tour of duty being requested.

3. Employees who have been approved to voluntarily increase licensure level shall make a three (3) year commitment (other than a basic EMT licensure level with a one (1) year duration) to maintain and function at said licensure level or be subject to the prorated repayment provision. Should an employee allow said license to lapse during that three (3) year period (one (1) year for basic EMT), that employee shall reimburse to the City such prorated share of total cost of tuition, books and total wages paid to him or her for all hours away from work as well as hours paid by the City beyond the normal tour of duty in proportion to the time left in that three (3) year period (one (1) year for basic EMT) from the date of licensure.

4. Employees who voluntarily maintain licensure level shall receive a weekly incentive payment (see Article 15 Wages) during the period that the license is active.

5. Any member of the bargaining unit that earns his/her initial paramedic license shall receive a one-time only reimbursement from the City of \$1,000. Effective July 1, 2009 this one-time only reimbursement is increased to \$2,000. Payment shall be authorized by the Chief or designee upon written documentation of successful completion by the employee. This provision is not applicable to any existing licensed paramedic as of the signing date of this Agreement and is not applicable for any renewal of the paramedic license.

6. Paramedic Reopener

In the event that the certification and/or licensure requirements to become or continue as a paramedic are changed during the life of this Agreement, the parties agree to reopen the Agreement to negotiate the impact of any such changes. Any agreements

361 reached shall be submitted to the City Council and the Union for ratification. Upon
362 ratification, the modifications shall be appended to this Agreement.

363
364
365 D. Compliance with OSHA Standard 1910.120

366
367 1. The City will provide medical evaluations required under federal law for the
368 handling of hazardous materials as outlined in OSHA standards 1910.120 sub-part q,
369 (dated July 1, 1992), as amended from time to time. The City will designate a City
370 physician to conduct the medical evaluations at no cost to the employee. Employees will
371 have the option of utilizing their own personal physician to conduct the medical
372 evaluation. Should the employee choose to utilize his/her own physician, the City will
373 reimburse the employee for the cost of the evaluation, not to exceed the cost to the City
374 of its in-house physician to conduct the same evaluation. The City will provide to the
375 employee who chooses to use his or her own physician a copy of a medical evaluation
376 form for the tests and standards that are required under the Act. Employees must sign a
377 release form allowing the City to obtain results from the tests as authorized or permitted
378 by the Act. Should a medical evaluation demonstrate a positive result, the City will pay
379 for a second medical evaluation with another physician. Employees will have the
380 opportunity to select a second physician and the City will reimburse the employee for the
381 cost of the evaluation, not to exceed the cost to the City of its in-house physician to
382 conduct the same evaluation.

383
384 2. The City will assign or re-assign employees within the Fire Department based
385 upon the medical evaluation and recommendation of the attending physician. The City
386 retains the right to order an independent medical evaluation at its discretion. If a
387 physician feels that an employee is not able to perform firefighting duties as well, a light
388 duty assignment shall be made available within the Department under the provision of the
389 Light Duty program under the Injuries Article of this Agreement.

390
391 E. Simple and Major Maintenance

392
393 1. Employees shall be responsible for simple maintenance such as painting,
394 cleaning, sweeping and minor repairs in the building and on the grounds, and simple
395 maintenance on the equipment. Simple maintenance shall be construed to mean
396 maintenance that does not normally require the use of special tools or mechanical
397 aptitude.

398
399 2. Employees may volunteer their services for major maintenance, which shall not
400 be solicited by the Chief of Department and/or Deputies or designees from any one
401 individual. If major maintenance is required, a notice asking for volunteers shall be
402 posted in the station house. Employees who do not volunteer will not be given other
403 details as punishment for said failure to volunteer; such as, extra board watches, extra
404 snow shoveling, extra inspection, extra hydrant testing and/or extra training. Employees
405 who do volunteer to do major maintenance shall not be excused from their regular tour of

406 duty; such as inspections, snow shoveling, board watches, training and testing of
407 hydrants.
408

409 3. The City further agrees that any supervisory employee of the Department will not
410 harass any employee who does not volunteer to do major maintenance and the Union
411 agrees that its members will not harass any employee that does volunteer to do major
412 maintenance.
413

414 4. The personnel files of employees will not reflect any mention of volunteer
415 maintenance so that it may be used for credit or demerits in a promotional
416 recommendation. References to volunteer major maintenance, in an employee's
417 personnel files, shall be deleted at the option of the aggrieved parties or party if a
418 violation of the same is proved.
419

420 5. It shall be the responsibility of employees having custody of any equipment to see
421 to it that it is properly cared for, kept clean and returned to its place of storage.
422

423 F. Miscellaneous Duties
424

425 1. Employees shall not as a part of a tour of duty perform services for any private
426 interest.
427

428 2. The City agrees that no employee shall be detailed to any other department of the
429 City. The detailing of employees shall be the sole responsibility of the Chief of the Fire
430 Department, subject to provisions under the City Charter.
431

432
433 **ARTICLE 14 - HOURS**
434

435 A. The work week for employees of the Department shall average forty-two (42) hours per
436 week, over an eight week cycle. The work schedule for employees shall consist of the 1-
437 2-1-4 schedule. (24 hours on, 48 hours off, 24 hours on, 96 hours off.) Shifts shall begin
438 at 0800 hours.
439

440 B. Pay period will begin on Saturday morning at 8 AM.
441

442 C. The Firefighter Unit agrees members will limit activities on the night before a 24-hour
443 shift to not allow themselves to become fatigued in any manner that would make them
444 unable to efficiently perform their duties.
445

446
447 **ARTICLE 15 - WAGES**
448

449
450 A. Wages for employees in the South Portland Fire Department shall be paid pursuant to the
451 attached salary schedule for the following classifications and incentives:

452

453 **Wages (Hourly)**

454

455 Rank	2.0%	1.5%	
456	<u>7/1/2011</u>	<u>1/1/2012</u>	<u>7/1/2012</u> <u>7/1/2013</u>
457			
458 FF II 20 years of service	\$19.59	\$19.88	Wages only re-opener
459 FF II 15 years of service	\$19.39	\$19.68	
460 FF II 10 years of service	\$19.19	\$19.48	
461 FF II	\$18.42	\$18.79	\$19.07
462 FF I completion	\$17.39	\$17.74	\$18.00
463 Prov. FF	\$15.19	\$15.49	\$15.72
464			
465 EMS Coordinator	\$20.91	\$20.91	\$20.91

466

467

468 **EMS Stipends (Hourly) effective upon ratification of contract**

469

470 Rank	EMT ®	EMT	EMT-I ®	EMT-I	EMT-CC/P	EMS COORD.
471						
472	\$.72	\$ 1.06	\$.84	\$ 1.22	\$ 1.76	\$ 1.78

473

474 ® = Required; I = Intermediate; CC = Critical Care; P = Paramedic

475

476 **FF II Longevity (Weekly)**

477	<u>7/1/11-12/31/2011 (removed effective 1/1/2012)</u>
478 10 years	\$14.22
479 15 years	\$ 21.34
480 20 years	\$ 28.47

481

482 **Paramedic License Longevity (Weekly)**

483	<u>7/1/11</u>	<u>7/1/12</u>
484 10 years	\$7.50	\$7.50
485 15 years	\$10.00	\$10.00
486 20 years	\$12.50	\$12.50

487

488

489

490 **EDUCATIONAL INCENTIVES (weekly) effective upon ratification of contract**

491

492 Associate's Degree	\$ 9.00
493 Bachelor's Degree	\$ 18.00

494

495

496 1. For the purpose of receiving incentive pay, the City will recognize accredited

497 Associate's and Bachelor's degrees in any academic field. Employees shall receive the

498 applicable weekly stipend for the highest educational degree held; not for both. The City,

499 however, through its educational incentive program, will reimburse employees for 100% of
500 the cost of only fire science and EMS related courses at the Associate's or Bachelor's degree
501 level.

502
503 2. Employees are paid the above weekly amounts based on the work schedule
504 identified in Article 14, Hours, and are compensated for hours worked in excess of their
505 regular schedule on an hourly basis as prescribed in this Agreement and as required under
506 the Fair Labor Standards Act (FLSA).

507
508 3. Employees will be eligible to voluntarily participate in the City's health and fitness
509 program. The City will administer a fitness incentive exam for all the Unit members in the
510 spring and fall. Those employees passing the exam will receive a stipend of \$1,042 annually
511 which will be paid over the course of the year.

512

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

513
514 Above is the scale for the Fitness Incentive Exam. Each candidate will perform the required
515 number of pushups, sit-ups, and the 1.5 mile run in the allotted time for their age. As an
516 option a candidate may chose to do the 3 mile pack walk instead of the 1.5 mile run.

517
518 The test will be administered twice a year, once in the spring and again in the fall. The test
519 will be held during the second week in April and October on Monday, Wednesday, and
520 Friday from 0800 hours to 1600 hours. The test will be administered by a certified PEER
521 Fitness Coordinator. If a candidate does not successfully complete the exam in April he/she
522 may retake the exam in October. The candidates should work with a department fitness
523 instructor to develop an exercise program that will get them in shape to pass the exam the
524 following time. Candidates must pass the exam to receive the fitness incentive. Candidates
525 will partner up with another candidate for the test.

526

527 Attached is the description of how the exercise shall be done.

528

529 Pushups: Will be done with candidates hands slightly more than shoulder width apart.
530 The candidate's partner shall hold his hand in a fist; thumb up, under the testing
531 candidate's chest. The testing candidate shall lower him/herself down so the chest
532 touches the partner's hand for the pushup to count. The partner shall keep count of

533 successful pushups done by the candidate. The candidate shall do as many pushups as
534 he/she can do.

535
536 Sit-ups: Sit-ups shall be performed with the partner holding the candidate's feet to the
537 floor. The candidate shall be his/her hands either at the temples, or arms cross with hands
538 in armpits. Candidate will perform a sit-up and touch elbows to quads. The elbows
539 must touch the quads for the sit up to count. The partner shall keep track of the
540 successful sit-ups done within the one minute time allotted.

541
542 1.5 Mile Run: The run shall be performed at a location determined at the time of the test.
543 A measurement shall be taken and the distance shall be marked and explained to all
544 candidates. Candidates shall be started in a staggered time to allow times to be kept
545 accurately.

546
547
548 4. EMS incentives will only be paid to employees who have current and updated
549 license information on file with the EMS Coordinator.

550
551 5. Effective July 1, 2004, all current and future members of this bargaining unit will
552 utilize electronic direct deposit for receiving wages, incentives and stipends. The City will
553 distribute pay stubs to the Fire Department Administrative Office for pick-up by employees.

554
555 **ARTICLE 16 - OVERTIME**

556
557
558 A. Overtime Lists

559
560 1. There shall be four (4) overtime rosters; (1) Fire Fighters regular overtime; (2)
561 Fire Fighters emergency; (3) Outside overtime; and (4) Football Game/Band
562 Competition Overtime.

563
564 2. Any employee called to fill a staffing vacancy shall be called in proper rotation
565 from a Regular Overtime posted roster that reflects the vacancy. Any overtime work that is
566 not for the staffing of fire department equipment shall be taken from a roster called
567 Outside Overtime.

568
569 3. Any employee who accepts overtime or refuses six (6) overtime offers shall be
570 rotated to the bottom of the overtime roster. Employees shall supply the Department with
571 their current phone number. An employee may refuse any and all work except that of an
572 emergency nature as defined by the Chief or Deputy. An Emergency (forced) posted
573 roster shall be used when a volunteer is not available to fill a vacancy from the Regular
574 overtime rosters. It shall be the responsibility of the Chief or Deputy to periodically
575 balance the forced lists.

577 4. All overtime and forced hiring shall be based on the ten (10) and fourteen (14)
578 hour system. When hiring, the first employee to accept the job may choose between the
579 ten (10) hour day or fourteen (14) hour night.
580

581 5. All hiring may begin at 1200 hours the previous day until 2100 hours. Hiring for
582 any sickouts or other vacancies after 2100 hours shall begin at 0600 hours continuing
583 until filled. Any unfilled officer vacancies, not filled by officers shall be offered to fire
584 fighters after 1800 hours. If no private agrees to fill the job, an officer shall be forced.
585

586 6. Should a vacancy occur during a shift, then regular hiring procedures will begin
587 with the following exceptions: the first contact with an eligible individual will be
588 notified that they are forced if the department is unable to hire or force through the
589 normal process.
590

591 B. Donation of Service

592
593 Should an employee desire to volunteer his/her time to a charitable organization, upon
594 approval of the Chief of the Department, she/he shall be considered as being detailed only
595 insofar as he/she shall be covered as set forth in Article 15.
596

597 C. Training

598
599 Time which an employee is required by the Department to spend in training classes or
600 activities shall be considered hours worked for the purposes of pay and overtime
601 calculation. Time which an employee voluntarily spends in training classes or activities shall
602 not be considered hours worked.
603

604 D. Call Back

605
606 Call back pay shall be a guaranteed minimum of two (2) hours at a rate of time and one-
607 half and shall be consistent with Sections E and F this Article. If the call back is more
608 than two (2) hours, then the employee shall be guaranteed an additional two (2) hours at
609 the overtime rate. Call back pay will not be paid for hold over time. Hold over time will be
610 paid as hours worked.
611

612 E. Overtime Rate/Hours of Work

613
614 1. All overtime worked shall be paid at a rate of one and one-half (1.5) times the
615 employee's rate. For purposes of this Article, hours worked shall not include hours paid
616 for sick leave.
617

618 2. Employees who work at a straight time rate and make up the total numbers of
619 hours which were exempted under item one listed above during the same work week shall
620 then be eligible to receive overtime for additional hours of overtime worked.
621

622 3. Employees who are required to work additional hours beyond their regular
623 scheduled tour of duty and having been called from the "Forced Overtime List" shall
624 receive pay at a rate of time and one-half (1.5) their regular base rate for all hours worked
625 for "forced" overtime.

626
627 4. Employees who are forced on Thanksgiving Day or December 25 shall be paid
628 double time for hours actually worked. For the purposes of this paragraph, Thanksgiving
629 and December 25 shall be deemed the period from 6 p.m. on the eve of the day to 8 a.m. on the
630 day following the above mentioned holiday.

631
632 5. Overtime shall not be paid more than once for the same hours under any provision
633 of this Article.

634
635 F. Employees as Members of Call Companies

636
637 1. Effective as of the signing date of this Agreement, any full time member of this
638 bargaining unit who is accepted into a volunteer call fire company may be a member of a
639 call company.

640
641 2. As defined by the Fair Labor Standards Act, the pay for the full time employees
642 running with a call company will be their regular base rate of pay. Full time employees
643 who are members of a call company will be paid in half (.5) hour increments for call company
644 activities.

645
646 3. Full time employees running with the call companies may incur "call company
647 overtime" under the provisions of the Fair Labor Standards Act in the ratio for Section
648 207(k) employees (i.e. working more than 212 hours in a 28-day cycle). Employees will be
649 paid their regular base hourly rate for all call company related working and training hours.
650 In the event that the total number of call company hours and total number of hours of full
651 time service (including the number of hours actually spent working overtime) exceeds the
652 ratio described above, the employee will receive overtime pay at a rate of time and one half
653 (1.5) the employee's regular base hourly rate.

654
655 4. The City reserves and retains the right based on availability of funds to limit
656 and/or control the number of hours that full time employees spend training with the call
657 companies.

658
659 5. Eligible employees who exercise this option of continuing membership with a call
660 company will be prohibited from responding to an "all hands call" as described in Section
661 G of this Article.

662
663 G. All Hands Call Overtime

664
665 Employees may respond to "all hands calls" and be eligible for overtime at a rate of time
666 and one half (1.5) under the provisions and conditions of Section E of this Article.
667 Employees will be paid in increments of half (.5) hours once the employee arrives at the

668 scene with full turnout gear and reports to the incident command officer. The incident
669 command officer may release those employees who have shown up to a call at any time.
670

671 **ARTICLE 17 - OUTSIDE OVERTIME**

672 **A. Outside Overtime**

673
674 1. Overtime wages, as referred to in Article 16, and when employed as a fire fighter
675 for the Fire Department, shall be computed at the monetary rate of one and one-half (1.5)
676 times the base hourly rate. Should assignments extend after 1:00 a.m., an additional ten
677 (\$10.00) dollars shall be paid.
678

679
680 2. In the case where a local employee is assigned or detailed to outside overtime of a
681 private nature, the employee shall be paid the detail pay hereinafter set forth by the City
682 of South Portland, in the subsequent pay period following the assigned detail.
683

684
685 3. Employees assigned to outside overtime shall be guaranteed at least a minimum of
686 four (4) hours a day at the rate of time and one-half their regular rate. In the event of
687 outside overtime, anyone due to report on duty within a five (5) hour period of the job
688 should not be called; however, this does not preclude the member from accepting the
689 outside overtime job provided prior arrangements have been made.
690

691 4. Whenever an employee is detailed or assigned outside overtime, he/she shall be
692 considered as being on duty; and should the employee be injured or disabled, he/she shall
693 be compensated as set forth in Article 20, INJURIES.
694

695 **B. Football Games/Band Competitions**

696
697 1. In the event that the South Portland Fire Department is retained to provide
698 emergency medical rescue service to South Portland High School football games or band
699 competitions, and there is a third rescue unit registered and available, the Chief or designee
700 shall develop a separate outside overtime roster of volunteers, notwithstanding the
701 aforementioned overtime rosters.
702

703 2. When hiring, the Chief or designee shall first proceed through this outside overtime
704 list offering the overtime time slot to a licensed EMS employee. Once the first slot has
705 been filled, the Chief or designee starting again at the top of this outside overtime list will
706 offer the remaining slot to the first employee who accepts the overtime job.
707

708 3. Employees assigned to outside overtime jobs shall be guaranteed at least a
709 minimum of four (4) hours a day at the rate of time and one-half (1.5) their regular rate.
710 Such payment shall be made no later than the subsequent pay period.
711

712 4. Only firefighters will be eligible to volunteer for this special outside overtime
713 roster. Employees shall be dressed in their regular work uniform.

714
715 C. Memorandum of Understanding with Fire Command Bargaining Unit regarding Sharing of
716 Outside Overtime Opportunities

717
718 1. The City, the IAFF, Firefighter Unit, and the Fire Command Unit have entered into
719 a “Memorandum of Understanding” which is attached to this Agreement, and preserves the
720 following bargaining rights:

721
722 a. Any provision contained in this Article that is not part of the “Memorandum
723 of Understanding” may be a subject of further negotiations between the City and the IAFF,
724 Firefighters Unit, and

725
726 b. Any provision that is contained in the “Memorandum of Understanding” that
727 impact both the IAFF, Firefighter Unit and the Fire Command may not be changed except
728 by mutual written agreement between the City, the IAFF, Firefighters Unit and the Fire
729 Command Unit.

730
731 **ARTICLE 18 - COURT PAY**

732
733 A. Employees, who are required to make an off-duty attendance at court for Fire Department
734 purposes shall receive pay at the rate of one and one-half (1.5) times their regular rate with a
735 minimum of two (2) hours pay. The City shall reimburse any employee making a court
736 appearance for all parking expenses.

737
738 B. All payments from the court shall be submitted directly to the City; but employees may
739 accept payment from the Court in lieu of pay from the City.

740
741
742 **ARTICLE 19 - MEDICAL AND LIFE INSURANCE**

743
744 A. Medical Benefits

745
746 1. The City shall continue to make available to employees and their eligible
747 dependents, levels equivalent to or better than group health and hospitalization coverage and
748 benefits as existed in the City's group health and hospitalization plan (Maine Municipal
749 Employees Health Trust - Schedule A (Schedule A will be transitioned not later than sixty
750 (60) days from the signing date of this Agreement). The City has the right to change or
751 provide alternative providers of group health and hospitalization coverage and benefits or to
752 self insure as it deems appropriate.

753
754 2. In the alternative, any member of the bargaining unit may voluntarily elect on an
755 annual basis to participate in the point of service option under the above traditional health
756 insurance program provided by the City.

757
758 3. The City shall pay 100% of the individual premium rate for the employee.
759 Effective on each anniversary date of the health and hospitalization insurance policy,

760 employees with family or dependent health and hospitalization coverage shall as a condition
761 of participation for the family or dependents' coverage, share in the premium rate increases.
762 Employees through payroll deduction shall be required to contribute one half (50%) of the
763 increase in family or dependent premiums, which will include increased costs caused by
764 changes in benefits unilaterally imposed by providers or as changed by Federal or State law,
765 rule or regulation, whichever is applicable, not to exceed an increase of more then the
766 following:

767
768

<u>Effective 1/1/05</u>	
<u>Family</u>	<u>Dependent</u>
\$8 / week	\$6 / week

- 769
770 4. For purposes of this Agreement, "family coverage" shall mean coverage for the
771 employee and spouse and any dependent children. "Dependent coverage" shall mean
772 coverage for the employee with one or more dependent children with no spouse.
773
- 774 5. In order to be eligible to participate in the family or dependent health and
775 hospitalization plan, employees shall sign the Municipal Employee Health Insurance
776 Premium Contribution Agreement, which authorizes the City to withhold wages through
777 weekly payroll deduction to collect the employee's contribution towards family and
778 dependent premium increases. Employees shall have the opportunity to make such
779 contributions on a pre-tax basis (free from Federal and State taxes and FICA contribution)
780 under the provisions of Section 125 of the Internal Revenue Service Code. Employees shall
781 have the choice of making these contributions on a pre-tax or after tax basis.
782
- 783 6. The City agrees that in no event shall the employee's annual premium contribution
784 towards health insurance exceed fifteen percent (15%) of the total annual cost of the health
785 insurance premium. The total annual cost of the health insurance premium is the sum of the
786 employer's share and the employee's share or effectively the rate charged by the insurer.
787
- 788 7. The City agrees to extend to the employee any other additions or added coverage
789 extended to City employees in any other department under any of the present medical or life
790 insurance programs or any new or added life or medical insurance programs.
791
- 792 8. In the alternative, if an eligible employee at the beginning of each year covered by
793 this Agreement elects not to participate in the City-provided medical insurance coverage and
794 documents that he/she is otherwise covered, or if an eligible employee elects coverage at a
795 level less than the employee is eligible for as a result of his/her family situation, the City
796 will reimburse the employee one-half (1/2) of the City's cost saved as a result of the election
797 of reduced coverage or no coverage. The cash payments under this provision are taxable
798 income and shall be paid to the employee as an addition to her/his regular paycheck. An
799 eligible employee for the purposes of this provision is any employee who participated in the
800 City's health insurance program during the year immediately prior to the employee's election
801 of this option.
802

803 9. The City agrees to provide administrative support by way of payroll deductions for a
804 dental and eye care programs for members of this unit.

805
806 10. Effective July 1, 2009, for employees who elect early retirement pursuant to Article
807 23 (E), the City will contribute its portion of the employee's applicable health insurance
808 premium for three (3) additional months after the month in which the employee commences
809 early retirement.

810
811 B. Ryan White Act Benefits

812
813 The City shall meet the testing and reporting requirements of the federal Ryan White Act, as
814 amended from time to time, regarding the testing of employees for airborne pathogens.
815 Such tests and frequency will be determined by the federal Act and corresponding
816 regulations. In addition, the City will provide a screening to any employee for HIV, AIDS,
817 and HEP-B upon request after a documented exposure event as a result of employment.
818

819
820 **ARTICLE 20 - INJURIES**

821
822 A. Workers' Compensation

823
824 1. Employees of the Fire Department who are injured or receive a disability suffered in
825 the performance of their duties shall receive, in addition to workers' compensation coverage
826 and insurance benefits that may apply, pay from the City of South Portland, the total of
827 which shall constitute an employee's net base weekly wage until they are placed on
828 disability retirement, return to duty or as described below.

829
830 2. After a period of eighteen (18) months from the date of injury, an employee who
831 continues to be out on a work related injury shall not continue to earn holidays (including a
832 personal day) or vacation time. Any time lost because of injuries received in the line of duty
833 shall not be charged as sick leave.

834
835 3. Employees who receive full pay while on workers' compensation shall, upon receipt
836 of their compensation check, immediately repay the City for any monies owed to the City as
837 a result of their compensation benefit. Upon request, the City shall provide the employee
838 with an amended W-2 form.

839
840 4. If an employee of the Fire Department, while off duty, is involved in a fire
841 emergency situation and is injured while doing so, the City shall assume the responsibility
842 to pay for medical, surgical, and hospital expenses provided the employee was not acting in
843 a negligent manner or in violation of any departmental rule and said employee was within
844 the City limits or in route to duty. The employee agrees to exhaust all available medical,
845 hospital and workers' compensation benefits to cover the above mentioned expenses.
846

847 B. Light Duty Assignment
848

849 1. When an employee suffers an injury and/or illness which prevents him or her from
850 performing the normal duties of his/her position in the fire service, the City shall make
851 "light duty" work available to the employee, whether the injury and/or illness occurred
852 while on duty or off duty. If the City fails to make such work available, it shall state in
853 writing to the employee and the Union the reasons such work was not made available. The
854 injured employee shall work this light duty to the extent he/she is physically able to do so.
855 In the event such work is made available and is refused by the employee, the reason for such
856 refusal shall be stated in writing to the City. Neither the City nor the employee shall refuse
857 to comply with the light duty provisions of this Article without good cause. Employees
858 working light duty assignment shall be paid at the appropriate rate of pay for their position
859 in the fire service. The purpose of light-duty assignments is to facilitate the employee's
860 return to full duty. Light duty shall be limited duties which are of value to the Department
861 but shall not include fire ground operations.
862

863 2. The light duty hours shall be forty-two (42) hours per week or the amount of hours
864 directed by the attending physician.
865

866 3. The employee's doctor must provide the Fire Department with a note to verify an
867 employee's return to light duty and/or any limitation on the return to work.
868

869 4. Holidays - The employee may elect to take the holiday off or work that day. Should
870 the employee take the holiday off, the employee must either work an extra day that week or
871 delete a day from their single vacation days. If the employee has utilized all of his or her
872 vacation, then the employee must work the holiday or work an extra day that week.
873

874 5. The Chief shall have the discretion to grant or modify a requested week of vacation
875 from the employee's balance of vacation leave.
876

877 6. Uniform - The employee shall be dressed in work uniform unless a dress uniform is
878 required for a work assignment.
879

880 7. Employees on light duty shall not be eligible for overtime or call-back.
881

882

883 **ARTICLE 21 - REGULAR VACATIONS**

884

885 A. All employees who have less than six (6) years service shall be entitled to a vacation of two
886 (2) weeks during each calendar year.
887

888 B. All employees who have six (6) years service and less than twelve (12) years service shall
889 be entitled to three (3) weeks vacation during each calendar year.
890

891 C. All employees who have twelve (12) years service and less than twenty (20) years service
892 shall be entitled to four (4) weeks vacation during each calendar year.

- 893
894 D. All employees who have twenty (20) years service or more shall be entitled to five (5)
895 weeks vacation during each calendar year.
896
897 E. "Service" for the purposes of calculating vacation time shall mean years of service in the
898 South Portland Fire Department.
899
900 F. The City agrees that should the City Council adopt a different vacation schedule for all their
901 employees, this Agreement will be amended to reflect such change that would benefit the
902 employees but in no event will it lessen their current benefits.
903
904 G. A week of vacation shall mean one (1) complete tour of duty off. For the purpose of vacation
905 time, consumption of each 24 hour shift shall equate to two vacation days (10.5 hours per
906 day.) A half shift shall equal one day (10.5 hours) regardless if it is a night or day for purpose
907 of computing vacation time usage.
908
909 H. Vacation leave will be accounted for on a calendar year basis, January 1 to December 31,
910 inclusive. No vacation leave will be granted during the remainder of the calendar year in
911 which employment begins. During the calendar year next after that in which employment
912 begins, a vacation leave prorated for the length of service in the year in which employment
913 began will be granted. The month in which employment begins or ends will be counted as a
914 month of service if the employment begins before the 16th or ends after the 15th day of the
915 month.
916
917 I. An employee who retires or resigns prior to his/her taking a vacation shall be entitled to
918 accumulated vacation pay in ratio to and with his/her length of service. However, any
919 employee who gives less than adequate notice before resigning shall forfeit his/her accrued
920 vacation leave. Adequate notice for the purpose of enforcement of these provisions shall be
921 construed to mean two (2) weeks' notice.
922
923 J. The transfer list and the vacation list will be posted no later than December 1st of each year.
924 In the event that an employee is transferred from one platoon to another during the course of
925 the year, that employee shall be eligible to re-schedule the balance of his/her unused vacation
926 leave anytime during the balance of the calendar year regardless of staffing.
927
928 K. Vacation shall be granted according to seniority and platoon. No more than two (2)
929 employees of this unit on a platoon may be on vacation at the same time. In the event that
930 there are not three (3) employees of a platoon (includes employees of the Command and
931 Supervisory Unit) that have been scheduled to be on vacation for a tour during the months of
932 July and August, employees may select by seniority available slots after the Command
933 Officers have selected their vacation time.
934
935 L. Members shall not be forced from the immediate four (4) days before vacation until his/her
936 due day back.
937

- 938 M. An employee may elect to take two (2) holiday vacation weeks, one (1) day at a time.
939 Holiday and extra day picks will be allowed to be picked as 10, 14, or 24 hours. All full weeks
940 of vacation shall be picked first. All changes in single vacation days require prior approval of
941 the one Deputy Chief designated to maintain this schedule.
942
- 943 N. Beginning December 1st of each calendar year, employees shall have one (1) working shift
944 to make their vacation pick for the succeeding calendar year or shall lose their turn and be
945 moved to the end of the list for that round. Employees will not be permitted to double up on
946 second picks by foregoing the first pick. Employees will be allowed to select up to a
947 maximum of three (3) consecutive weeks per vacation pick. If the process of selecting
948 vacations is not completed by January 31st, then beginning on February 1st, employees shall
949 have one (1) hour in which to make a vacation pick, or lose his/her turn and be moved to the
950 end of the list for that round.
951
- 952 O. With permission from the Chief or designee, employees shall be permitted to re-schedule up
953 to five (5) vacation sets during the course of the calendar year after all vacations within the
954 department have been selected. "Vacation set" shall be defined as a day or consecutive days
955 of vacation during the course of the calendar year. Any request to change vacation leave
956 shall be submitted to the Deputy Chief in writing no later than forty-eight (48) hours prior to
957 the beginning of the requested day(s) off. A shorter notification period may be approved at
958 the discretion of the Deputy Chief.
959
960

961 **ARTICLE 22 - HOLIDAYS**

- 962
- 963 A. Holidays
- 964
- 965 1. Employees shall receive eleven (11) vacation days each January first in lieu of
966 holidays. Vacation days in lieu of holidays shall be scheduled according to Article 21,
967 REGULAR VACATIONS. Effective January 1, 2010, employees shall have the option to
968 float their holidays for the calendar year. Employees who elect to float their holidays will
969 be permitted to use them during the year with 7 days advance notice on a first come first
970 serve basis. At the end of the calendar year employees will be paid for any unused holidays
971 at the rate of one-fifth (1/5) of the employee's weekly wage for each unused day.
972
- 973 2. Such vacations in lieu of holidays shall be prorated depending on a date of
974 appointment or date of resignation, retirement, or any other voluntary or involuntary reason
975 for terminating employment with the City. Employees who have terminated employment
976 with the City shall receive those holidays which are listed below which fall between
977 January 1 and their date of termination in the form of time off with pay or payment for such
978 earned or accumulated holiday time.
979
- 980 3. Had an employee already received or taken vacation days in lieu of holidays in
981 excess of what he/she earned, such time off shall be deducted from the employee's payment
982 of unused sick leave.
983

984 **HOLIDAYS**

985		
986	New Years Day	Independence Day
987	Martin Luther King, Jr. Day	Labor Day
988	Presidents Day	Columbus Day
989	Patriot's Day	Veterans Day
990	Memorial Day	Thanksgiving Day
991		Christmas Day

992
993 **B. Personal Day**

994
995 1. In addition, each employee will be granted one (1) personal day per calendar year for
996 the purpose of attending special unforeseen events such as weddings, graduations and the
997 like, which could not have been scheduled at the time that vacations were scheduled.
998 Employees shall be permitted to take one (1) personal day per year, on any day within that
999 calendar year other than on holidays as defined in this Article.

1000
1001 2. The personal day shall not be scheduled on any holiday. Holiday shall begin at
1002 6:00 p.m. on the eve of the holiday and shall extend through 8:00 a.m. on the day following
1003 the holiday.

1004
1005 3. Only one (1) employee shall be off on a personal day per shift which will be
1006 scheduled on a first-come, first-served basis. The personal day shall be scheduled not more
1007 than thirty (30) days, nor less than forty-eight (48) hours prior to the beginning of the shift on
1008 which the employee would like to take a personal day. Employees shall complete a written
1009 request form to schedule a personal day and file said form with the Chief or designee. Once
1010 approval has been granted, the City cannot revoke the scheduled personal day.

1011
1012 4. A personal day shall not be divided up into portions of shifts less than ten (10) hours.
1013 An employee shall only be eligible to receive and utilize one (1) personal day equal to one
1014 (1) full shift (a day or a night shift) per calendar year. An employee may combine (1) extra
1015 day (a day or a night shift) with a personal day for a 24 hour personal day. Personal days
1016 shall not be carried from year to year.

1017
1018
1019 **ARTICLE 23 - SICK LEAVE**

1020
1021 **A.** Sick leave shall be granted at a rate of one and one-quarter (1.25) days per month with
1022 unlimited accumulations. Sick time shall be charged at the rate it is used. For the purpose of
1023 sick time, consumption of each 24 hour shift shall equate to two sick leave days (10.5 hours
1024 per day). A half shift shall equal one day (10.5 hours) regardless if it is a night or day for the
1025 purpose of computing sick time usage. A person who leaves sick during a shift for more than
1026 ½ a shift shall be charged a full days sick leave (two days – 21 hours) and a person who
1027 leaves sick for less than ½ a shift shall be charged one day (10.5 hours.)
1028

- 1029 B. A list will be established and posted every other month identifying employees who have
1030 utilized four (4) or more sick leave absences including family sick leave days during the
1031 previous twelve (12) month period. Illnesses or family sick leave for a duration of longer
1032 than one (1) day will be considered one illness. Employees whose names appear on the list
1033 may be required to present a physician's certificate stating that the employee may return to
1034 work and is fit for duty. The City shall reimburse reasonable costs incurred by the employee
1035 to obtain the physician's certificate. An employee whose name appears on the list shall not
1036 be required to provide a medical certificate for a family sickness leave.
1037
- 1038 C. One-half (1/2) of accumulated sick leave up to a maximum of seventy-five (75) days of pay
1039 shall be paid retiring employees, provided the employee has a minimum of sixty (60) days of
1040 sick leave accumulated. Retiring employees with less than sixty (60) days shall not receive
1041 any payment. One-half (1/2) of accumulated sick leave up to a maximum of thirty (30) days
1042 of pay shall be paid to employees upon leaving fire service provided proper notice is given
1043 and the employee has at least ten (10) years of service. Proper notice for the purpose of
1044 enforcement of the provision shall be construed to mean two (2) weeks notice. Said payment
1045 is to be based on one-fifth (1/5) of the employee's weekly wage for each day's leave.
1046
- 1047 D. In the event that an employee is killed by accidental death in the line of duty while in
1048 uniform, and performing a duty for the Fire Department, the City shall pay to a surviving
1049 spouse or dependents 100% of the employee's sick leave balance.
1050
- 1051 E. An employee who retires and has an unused balance in excess of one hundred fifty (150) sick
1052 leave days, may take an early retirement equal to fifty percent (50%) of the accumulated sick
1053 leave days over one hundred fifty (150). Employees must give the Chief a minimum of thirty
1054 (30) days prior written notice to exercise this early retirement option. See attached Appendix
1055 - Retirement Calculation Sheet
1056
1057

1058 **ARTICLE 24 - REASONS FOR SICK LEAVE**

1059

- 1060 A. Sick leave shall be granted for:
- 1061
- 1062 1. Personal illness or injury of an employee to such extent as to be unable to perform
1063 his/her duties. Personal sick time shall be used, when called in, as 24-hour blocks and count
1064 as two (2) (10.5 hour) sick days;¹
1065
- 1066 2. Attendance upon members of the employee's family within the household, whose
1067 illness requires the care of such employee provided that not more than six (6) working days
1068 with pay shall be granted to the employee for this purpose in any one calendar year. A family
1069 sick day can be used in either ten (10) hour or fourteen (14) hour instances. A full twenty-four
1070 (24) hour instance will count as two (2) family sick days, A half shift shall equal one day
1071 (10.5 hours) regardless if it is a night or day for the purpose of computing sick time usage;
1072

¹ The City and the Union agree that splitting of sick time could be allowed in 10 and 14 hour shifts if hiring and filling of the shifts could be guaranteed.

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- 3. Enforced quarantine when established by the Health Department;
- 4. Subject to the discretion of the Chief or 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, grandmother-in-law, grandfather-in-law, aunt, uncle, grandchildren daughter-in-law, son-in-law, immediate step relatives or other relatives living in the household;
- 5. Employees may take one (1) sick leave day each calendar year (January 1st to December 31st) as an excused leave of absence without the necessity of providing a doctor's slip. Such time off will be deducted from the employee's sick leave balance, but shall not count in the calculation of the fourth (4th) absence (see Article 23) nor an employee's performance evaluation. Such an excused sick leave absence, however, cannot create overtime at the time that it is requested and requires the permission of the Deputy Chief. Once the employee receives approval, the approval cannot be revoked. Such leave under this paragraph may not be requested or scheduled more than thirty (30) days in advance of the requested day off, nor less than forty eight (48) hours prior to the beginning of the shift the employee wishes to have off.
- 6. Employees will be eligible to utilize up to four (4) calendar days for paternal leave immediately following the birth or adoption of a child. Said time shall be charged to an employee's sick leave balance and will be counted as a single illness in the calculation of sick days for the "Sick Leave List" as described in Article 23.

ARTICLE 25 - BEREAVEMENT LEAVE

- A. The City recognizes the need for a bereavement period of up to seven (7) 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 the employee is scheduled to work during this period, he/she shall be excused from work with pay for up to two (2) twenty-four (24) hour days.
- B. None of the above-mentioned time off shall be charged to the employee's sick leave. Where circumstances necessitate, the Chief 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.
- C. If a funeral occurs during an employee's vacation, the employee shall have the right to re-schedule his or her vacation time provided the employee provides a notice to the Chief or designee within twenty four (24) hours of the death. Employees will not be permitted to re-schedule vacations during the months of July and August.

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ARTICLE 26 - TEMPORARY SERVICE OUT OF RANK

- A. This Article only applies to the temporary appointment of personnel who are placed in charge of a platoon caused by an extended illness or vacancy of an officer which is not filled under the provisions of the supervisor's contract.

- B. Until completion of the first promotional exam after ratification of the July 1, 2009 – June 30, 2011 agreement, the senior firefighter (singular), shall assume the duties of a higher rank in the event of an extended illness or vacancy which is to be filled and shall be compensated at the rate for the higher position while performing said duties.
Effective upon completion of the first promotional exam after the ratification of the July 1, 2009 – June 30, 2011 agreement, the highest ranking Lieutenant candidate from the previous promotional exam shall assume the duties of a higher rank in the event of an extended illness or vacancy which is to be filled and shall be compensated at the rate for the higher position while performing said duties.
Effective January 1, 2011, any employee assuming the duties of a higher rank shall have completed NFPA Fire Officer I. Employees will be offered the opportunity to voluntarily complete the NFPA Fire Officer I through an online program.

- C. A private who assumes command, or is placed in charge of a platoon, for a half shift of duty or more, in the absence of a Captain or Lieutenant, shall be compensated at the minimum base rate paid a Lieutenant.

ARTICLE 27 - SUBSTITUTION

- A. A substitution shall be defined as two (2) employees swapping a shift with each other.

- B. Employees, with the permission of their Commanding Officer, shall be permitted to substitute up to fifteen (15) shift assignments with other employees each calendar year. For the purposes of this Article, Commanding Officer shall mean a Captain, Lieutenant or senior employee in charge. A swap of a shift assignment of less than four (4) hours shall not be considered a substitution but does require verbal approval by the respective Commanding Officer.

- C. A substitution for the purpose of allowing an employee to attend EMS training or Firefighting training courses shall require notification and approval of the Commanding Officer. Such a substitution, however, shall not be considered as part of the fifteen (15) authorized.

- D. Permission to substitute on a platoon shall be obtained from the Commanding Officer affected by the substitution. All substitutions will be a written agreement of the parties and the respective shift Command Officer. The signed statements will be filed with Deputies in order that they may keep track of this provision.

1163
1164 E. An employee who has swapped a shift of duty will be considered to be on duty and will be
1165 bypassed on the Emergency Roster. The employee who has committed himself for that shift
1166 of duty will be held accountable to cover the job. Slips should be made out forty-eight (48)
1167 hours in advance and forwarded to the Deputy's office immediately
1168

1169 **ARTICLE 28 - PENSIONS**
1170

1171 A. Firefighters' Pension
1172

1173 1. For service prior to July 1, 2010, the City will maintain the pension option providing
1174 for all eligible employees of the City of South Portland Fire Department retirement of one-
1175 half (½) salary after having completed twenty-five (25) years of service regardless of age;
1176 which benefit shall be based on one-half of the average of the employee's top three (3) years
1177 of pay as described by the Maine Public Employees Retirement System.
1178

1179 2. For service prior to July 1, 2010, the City shall extend to all eligible employees a
1180 retirement pension under Maine Public Employees Retirement System Consolidation Plan
1181 entitling employees to one-half (½) salary after having completed twenty-five (25) years of
1182 service regardless of age; which benefit shall be based on one-half of the average of the
1183 employee's top three years of pay; including the 2% retirement option, in accordance with
1184 and subject to the provisions of the statutes of the State of Maine and the rules of the Maine
1185 Public Employees Retirement System now applicable or as they may hereinafter be amended.
1186 The employee's rate of contribution shall be increased to 6.5% of gross weekly earnings.
1187

1188 3. The City agrees that should any other department receive a reduction in the amount of
1189 years necessary for retirement or an increase in the rate of retirement, the same will be added
1190 to the Fire Fighter's Pension Plan; but, in no event will it lengthen the years of service
1191 necessary for retirement or lessen the retirement salary.
1192

1193 4. "Special Benefit Plan 3" Adopted Effective July 1, 2010
1194

1195 a. Effective July 1, 2010, and for future service only, the City will adopt the
1196 provisions of "Special Benefit Plan 3" (2/3 average final compensation, upon
1197 the completion of twenty-five (25) years of Special Plan service regardless of
1198 age, including cost of living adjustments) pursuant to 5 M.R.S.A. §18801 –
1199 18806 and Maine Public Employees Retirement System Rules, Ch. 803,
1200 §8(E), as amended, for all eligible employees covered by this Agreement.
1201

1202 b. "Special Benefit Plan 3" for future service only, will be the exclusive plan
1203 available for all employees covered by this Agreement on July 1, 2010, who
1204 elect Maine Public Employees Retirement System pension benefits.
1205

1206 c. All employees covered by this Agreement participating in other Maine Public
1207 Employees Retirement System pension plans as of July 1, 2010, will be
1208 transferred to "Special Benefit Plan 3" for future service only.

1209
1210 d. The contribution rates for the City and covered employees for participation in
1211 “Special Benefit Plan 3” will be as established by the Maine Public
1212 Employees Retirement System.
1213

1214
1215 **ARTICLE 29 - CLOTHING ALLOWANCE**
1216

1217 A. The clothing allowance for firefighters shall be three hundred dollars (\$300) per year. A
1218 balance sheet, showing each employee what his/her clothing allowance account is and what
1219 had been expended from that account for the previous twelve months, shall be furnished each
1220 employee each June 1st. Employees may purchase from their clothing allowance the
1221 following eligible items
1222

- 1223 1. Up to four (4) sets of work uniforms annually;
- 1224 2. Leather belts;
- 1225 3. Ties;
- 1226 4. Suspenders;
- 1227 5. Hook fast belts (not to exceed price of department approved leather belts);
- 1228 6. Watch cap;
- 1229 7. Equipment holster;
- 1230 8. Scissors/hemostat;
- 1231 9. Pocket mask;
- 1232 10. Latex gloves and holder;
- 1233 11. Up to four (4) T-shirts per year in lieu of one set of work uniforms;
- 1234 12. A pair of dress shoes and either a pair of work boots or a pair of hi-tech/hidden
1235 sneakers subject to the Chief's approval [in the event a firefighter purchases shoes
1236 through a mail order vendor and if the item is returned or exchanged, the employee
1237 shall be responsible for any cost related to the return or exchange];
- 1238 13. One (1) night sweatshirt;
- 1239 14. Pocket spanner;
- 1240 15. A dress uniform with available funds after work uniforms and shoe requirements have
1241 been met and with the permission of the Chief.
1242

1243 B. One set of protective clothing shall be provided by the City and be replaced on an as-needed
1244 basis as determined by the Chief or designee. Protective clothing shall include and be
1245 defined as one (1) pair of bunker pants including suspenders, one (1) bunker coat, one (1)
1246 pair of boots, one (1) helmet with face shield and one (1) pair of gloves. The Department
1247 issued bunker coat shall be yellow in color and shall be the exclusive issue only to full time
1248 firefighters of the Department.
1249

1250 C. An employee may be allowed to purchase from his/her clothing allowance one (1) additional
1251 set of protective clothing at the discretion of the Chief. An employee may purchase an
1252 alternative helmet, with the permission of the Chief. The Department will pay up to the
1253 equivalent cost of a standard South Portland Fire Department issued helmet out of the
1254 employee's clothing allowance. Said difference in cost will be paid for by the employee by a

1255 check made payable to the City of South Portland. An employee with five years seniority
1256 may purchase leather bunker boots as items allowed within the clothing allowance. (Not to
1257 exceed \$250.00)

- 1258
- 1259 D. The City shall replace any clothing or protective gear damaged in the line of duty provided
1260 the item was not recommended for replacement at the prior annual inspection. Upon
1261 notification by an employee, the City shall remove unsafe clothing or City issued gear under
1262 this Article from service and order its replacement. Replacement of damaged clothing shall
1263 be initiated by the City within thirty (30) days of the request of the employee. Upon
1264 retirement, an employee's remaining City issued gear shall become the property of the
1265 retiring employee. In the case of resignation or any other voluntary or involuntary reason for
1266 termination of employment with the City, the employee shall return all City issued gear to the
1267 City. City issued gear shall be defined as gear that is not obtained through the clothing
1268 allowance.
- 1269
- 1270 E. The policy on quality and type of uniforms and protective clothing shall remain at the present
1271 high standard. The Union shall have the right to review new uniforms or protective clothing
1272 before implementation.
- 1273
- 1274 F. Upon severance from Department employment, the employee may be required to return all
1275 city-issued turnout gear and city-issued equipment except for the firefighter's helmet.

1276

1277

1278 **ARTICLE 30 - DRESS CODE**

1279

- 1280 A. Hair shall be neatly groomed and the length or bulk shall not be excessive or present a
1281 ragged, unkempt or extreme appearance. Male employees shall be allowed to wear hair to
1282 the middle of the ear and middle of the collar. Female employees shall be allowed to wear
1283 hair that does not extend beyond the lower part of the shoulder blades. In no case shall an
1284 employee's hair style interfere with the wearing of personal protective fire equipment and/or
1285 male/female uniform attire.
- 1286
- 1287 B. Mustaches shall be permitted as long as they are not exotic and do not interfere with the
1288 employee's job performance. Employees shall not be permitted to wear beards.
- 1289
- 1290 C. Employees of the Fire Department shall not be required to be in any type of uniform until
1291 they are actually on duty.
- 1292
- 1293 D. Only uniforms shall be stored in the station while off duty. No garments shall be left outside
1294 storage areas while on duty. Employees shall be in uniform before the change of shift or
1295 before replacing other employees. Employees being replaced shall be in uniform at the time
1296 of said change.

1297

1298

1299 **ARTICLE 31 - HEALTH, FITNESS AND SAFETY**

- 1300
- 1301 A. A committee shall be established, made up of the Chief, the Deputy Chief in charge of
- 1302 training, one company officer and two participating employees appointed by the Union and
- 1303 shall function as an on-going Safety Committee for the Department.
- 1304
- 1305 B. The City will retain a professional health/fitness consultant to develop an individual
- 1306 assessment program and periodic monitoring of employees' progress in health training.
- 1307
- 1308 C. The City agrees to provide employee identification cards, which will permit employees to
- 1309 utilize the South Portland Municipal Golf Course and Municipal Pool without charge of
- 1310 membership fees or daily fees.
- 1311
- 1312

1313 **ARTICLE 32 - SAVINGS CLAUSE**

- 1314
- 1315 A. If any provision of this Agreement is contrary to any law or City ordinance, such invalidity
- 1316 shall not affect the validity of the remaining provisions.
- 1317
- 1318

1319 **ARTICLE 33 - ZIPPER CLAUSE**

- 1320
- 1321 A. This contract represents the total understanding of the parties. The parties to this agreement
- 1322 further agree that matters raised during the negotiations of this contract or covered by this
- 1323 contract shall not be the subject of bargaining during the term of this contract, except by the
- 1324 mutual agreement of the parties.
- 1325
- 1326

1327 **ARTICLE 34 - POSITION AND RESPONSIBILITIES**

1328 **OF THE EMERGENCY MEDICAL SERVICE COORDINATOR**

1329

- 1330 A. The City of South Portland and the South Portland Firefighters Association, IAFF LOCAL
- 1331 1476, AFL-CIO have reached the following agreement pertaining to the newly created
- 1332 position of the "Emergency Medical Service Coordinator." The terms of the agreement
- 1333 follow.
- 1334
- 1335 1. The Emergency Medical Service Coordinator position has been created as a staff
- 1336 position in the chain of command and shall include the following duties:
- 1337
- 1338 * Coordinates the EMS program overall
- 1339
- 1340 * Conducts Quality Assurance reviews
- 1341
- 1342 * Coordinates EMS training outside and in house
- 1343
- 1344 * Orders EMS supplies

- 1345
- 1346 * Assists with EMS budget preparation
- 1347
- 1348 * Coordinates EMS training with the training deputy as well as the line officers
- 1349
- 1350 * Deals with EMS issues with the line and chief officers
- 1351
- 1352 * Serves as a staff position to Chief on EMS issues
- 1353
- 1354 * Coordinates and provides public education on EMS issues
- 1355
- 1356 * When time permits, may be required to assist a chief officer with special project
- 1357 needs as approved by the Chief of the Department
- 1358
- 1359 * Coordinates with Southern Maine EMS, County Rescue Chiefs and Maine EMS as
- 1360 required
- 1361
- 1362 * Must become a CPR instructor for the Department
- 1363
- 1364 * Emergency Response - will respond when available to critical care calls when an
- 1365 engine is requested or needed, may perform firefighting duties if directed
- 1366
- 1367 * Mass Casualty - will be the EMS Operations Sector
- 1368
- 1369 * Working Fires - may be assigned to the Safety Sector unless required to conduct an
- 1370 EMS Sector
- 1371
- 1372 * When available, will be the primary responder, when both units are tied up on calls
- 1373
- 1374 * When available, can be called back for long term incidents, which require an EMS
- 1375 Sector
- 1376
- 1377 * Shall be required to obtain and maintain ACLS and PALS certification, and may
- 1378 attend other schools, classes, or other educational opportunities that would enhance
- 1379 his/her position as EMS coordinator with the Chief's approval (funding when
- 1380 available).
- 1381
- 1382 2. The Emergency Medical Services Coordinator shall be selected based on the
- 1383 following process and stated minimum requirements:
- 1384
- 1385 * The EMS Coordinator shall be a Paramedic
- 1386
- 1387 * Must have a minimum of five years of service to apply
- 1388
- 1389 * Shall be an in-house selection from the firefighter ranks when filling the
- 1390 position, unless there is no applicant from within the South Portland Fire

1391 Department; the City reserves right if no inside applicants apply to seek and hire
1392 an outside individual for this position

1393
1394 * Applicants shall submit a sealed resume to the Fire Chief and/or the Personnel
1395 Director

1396
1397 * The review board shall consist of seven people; one line officer, one paramedic
1398 (non-applicant) from the Department, five outside individuals (two shall be
1399 EMS oriented; Rescue Officer, EMS Director, Southern Maine EMS, etc.).
1400 The review board will conduct interviews and submit the three top applicants
1401 for interview with the Fire Chief and City Manager. The board will use an
1402 average point system, to be determined, with the high and low scores removed.
1403

1404 3. The Emergency Medical Service (EMS) Coordinator shall have a probationary period
1405 of six (6) months. The EMS Coordinator may be reassigned for just cause by the Fire
1406 Chief. The EMS Coordinator may seek promotion as a fire officer if said employee
1407 meets all requirements for desired promotion. The EMS Coordinator may voluntarily
1408 withdraw from the EMS Coordinator position and return to the firefighter ranks,
1409 assuming employee's seniority position computed on date of initial appointment. The
1410 proper placement within the ranks shall be conducted within the next transfer cycle
1411 beginning each January 1st. If the EMS Coordinator moving back into the ranks is a
1412 senior firefighter, the employee shall be placed back into the ranks in the proper slot
1413 at the earliest possible time. If the EMS Coordinator is a civilian employee not
1414 selected from within the ranks, said employee shall not be eligible for any other
1415 appointment within the Department upon resignation unless said employee follows
1416 the civil service entrance exam process. The EMS Coordinator will be eligible for
1417 overtime in the EMS position only as approved by a chief officer. The EMS
1418 Coordinator shall be eligible for outside overtime jobs after full time employees who
1419 run with call companies have been called. The EMS Coordinator's work schedule
1420 shall be as follows: a forty hour work week, a flexible work schedule approved by the
1421 Chief. Vacations shall be selected prior to January 1st and approved by the Chief. If
1422 the EMS Coordinator is directed back into the rank, the employee may select his/her
1423 vacations anywhere (maximum two weeks). If the EMS Coordinator requests to
1424 return to the ranks, his/her vacations will be as originally selected, one week before or
1425 after according to the platoon the employee has been assigned to. The EMS
1426 Coordinator will have the option to be off on holidays or to have two weeks vacation
1427 in lieu of holidays per the contract (Art. 22, paragraph A); this must be selected and
1428 approved by the Chief of the Department. This option must be selected by December
1429 31st.

1430
1431 4. The wages for the EMS Coordinator are listed in Article 15 – Wages, Section A.
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ARTICLE 35 - TERM OF AGREEMENT

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A. This Agreement governs the rights of the parties from July 1, 2011 to June 30, 2014. The City and the Union agree that should this Agreement expire prior to the signing of a successor Agreement, all the provisions of this Agreement shall remain in force.

In WITNESS THEREOF, the City has caused this Agreement to be executed and its corporate seal to be affixed by James H. Gailey, its City Manager, thereunto duly authorized by the City of South Portland, as of this _____ day of _____, 2011 and the Union has caused this instrument to be signed by, John Beyer, its President, thereunto duly authorized as of the day and year first above written.

South Portland Firefighters
Association
IAFF Local #1476

City of South Portland, Maine

John Beyer, President
South Portland Firefighters
Association
IAFF Local #1476

James H. Gailey
City Manager

Joshua Pobrislo, Vice President
South Portland Firefighters
Association
IAFF Local #1476

Donald I. Brewer
Director of Human Resources

Kevin W. Guimond
Fire Chief

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APPENDIX

RETIREMENT CALCULATION SHEET

Final payout for firefighters based on the Collective Bargaining Agreement:

1. Sick Leave Payment
 - A. $\frac{1}{2}$ of 150 days = 75 days
 - B. 75 days x $\frac{1}{5}$ week's pay

2. Early Out
 - A. Total sick days (up to retirement date) - 150 days = total available days.
 - B. Total available days x 50% = actual early out days
 - C. X actual days x 10.5 hours = total hours
 - D. Total hours divide by 42 = total tours of early out, or
 - D. Lump sum payment is total hours times hourly rate pursuant to Article 23, Section E.

3. Vacation
 - A. Weeks earned from previous year
 - B. Weeks (or days) earned in current year to date.
 - C. X weeks times the weekly rate = total vacation pay due
(Single days are 10.5 hours times hourly rate)

4. Holidays
 - A. Eleven (11) days - numbers used year-to-date = No. of days
 - B. No. of days x $\frac{1}{5}$ of weekly pay

1511
1512 **Memorandum of Understanding between the IAFF Local #1476**
1513 **Firefighters Bargaining Unit and Fire Command Bargaining Unit**
1514 **Regarding Sharing of Outside Overtime Opportunities**
1515
1516

1517 The City of South Portland, the Fire Command Bargaining Unit, and IAFF Local #1476,
1518 Firefighters Bargaining Unit have reached the following mutual understanding regarding the issue
1519 of outside overtime opportunities:
1520

1521 1. Notice

- 1522
- 1523 a. Any outside overtime opportunities, once accepted by the Department, shall be
1524 posted and filled as soon as possible pursuant to the procedures of this
1525 memorandum.
 - 1526
 - 1527 b. In the event that a verbal notification is required to fill an outside overtime
1528 opportunity due to short notification, the Department shall take appropriate steps to
1529 notify eligible employees in an expedited manner, including the use of the all page
1530 option. An all page for overtime shall be paged at the earliest possible time. Short
1531 notice shall be defined as a period of 12 hours or less.

1532

1533 2. Outside Overtime List

- 1534
- 1535 a. There will be one list for regular outside overtime work, and one list for force
1536 outside overtime work, and said lists shall include both full time firefighters and
1537 fire command employees who have elected to participate.
 - 1538
 - 1539 b. As of the implementation date of this provision, the department shall use the
1540 current outside overtime list to determine those firefighters and command
1541 personnel who wish to remain on the list. Any employee who elects not to
1542 participate must sign a form indicated the employee's election not to accept
1543 outside overtime. Those employees who elect to remain on the outside overtime
1544 list will be informed that they are subject to work forced outside overtime in the
1545 event that no one volunteers to accept an outside overtime opportunity.
 - 1546
 - 1547 c. The current list, once adjusted, will be used until the next sign up period after
1548 January 1, 2001.
 - 1549
 - 1550 d. On December 1st, the Chief or his designee shall post a sign-up and removal notice
1551 for outside overtime for the period commencing January 1st to June 30th. This
1552 sign-up and removal period shall be for members not currently on the outside
1553 overtime list that want to be placed on it, and for members currently on the outside
1554 overtime list and want to be removed from it. This sign-up and removal period
1555 shall end on December 21st. During the last week of December, the Chief or his
1556 designee will post the outside overtime list of eligible employees.

1557
1558 e. On June 1st, the Chief or his designee shall post a sign-up and removal notice for
1559 outside overtime work for the period commencing July 1st to December 31st. This
1560 sign-up and removal period shall be for members not currently on the overtime list
1561 that want to be placed on it, and for members currently on the outside overtime list
1562 and want to be removed from it. This sign-up and removal period shall end on
1563 June 21st. During the last week of June, the Chief or his designee will post the
1564 outside overtime list of eligible employees.

1565
1566 f. An outside overtime force list shall be set up which will contain all the member of
1567 the regular outside overtime list. The initial setup of the list shall be by reverse
1568 seniority, (i.e. junior member down, based on original appointment dates). Any
1569 members that are added to the outside overtime list, after the initial setup, shall be
1570 placed on top of the outside overtime force list.

1571
1572 3. Designated Outside Overtime Work
1573

1574 a. In the event an outside overtime assignment requires three or more firefighters, a
1575 command officer shall have first refusal for one of the opportunities. If all
1576 available command officers refuse the overtime job, then members of the IAFF
1577 Local #1476, Firefighters bargaining unit, starting from the top of the list, shall be
1578 provided the opportunity to fill all remaining assignments unless all eligible
1579 firefighters refuse work.

1580
1581 b. Should all assignments be filled by the firefighters bargaining unit, including
1582 forced assignments, then the senior most firefighter shall be paid pursuant to the
1583 “in charge” rates contained under Article 26, Section C of the IAFF Local #1476,
1584 Firefighters Agreement.

1585
1586 c. There shall be no bumping of any member from a position once the position has
1587 been hired unless the member hired for the position authorizes it.

1588
1589 d. Anyone due to report on duty within a one (1) hour period of the outside overtime
1590 scheduled ending should not be called, however, this does not preclude the
1591 member from accepting the outside overtime job provided prior arrangements have
1592 been made.

1593
1594 4. Order of Selection
1595

1596 a. The selection list shall be a rotation list for outside overtime vacancies. If an
1597 eligible employee refuses an outside overtime opportunity six (6) times, then the
1598 employee’s name shall rotate to the bottom of the list as if the assignment had been
1599 selected by the employee.

1600

- 1601 b. If a person from outside of the ranks is assigned to the EMS Coordinator's
1602 position, then the EMS Coordinator's position will be excluded from taking
1603 outside overtime.
1604
- 1605 c. After all employees have been given and refused the opportunity to work an
1606 outside overtime job, the Department shall force the first eligible employee whose
1607 name is at the top of the outside overtime force list. Prior to forcing any job, an all
1608 page shall be made.
1609
- 1610 d. If the outside overtime assignment requires three or more firefighters, one
1611 command officer shall be force first. The remaining forced assignments shall be
1612 from the firefighters bargaining unit.
1613
- 1614 e. If an employee is forced to perform an outside overtime assignment, the required
1615 number of hours of work shall not exceed four (4) hours. If the assignment is more
1616 than a four (4) hour period, the forced firefighter and or command officer, shall
1617 have the option of working the entire assignment except in the event of outside
1618 overtime, anyone due to report on duty within a one (1) hour period of the job shall
1619 not be forced.
1620
- 1621 f. Firefighters or command officers shall not be forced from the immediate four (4)
1622 days before vacation until his/her first day back. However, the department shall
1623 make an attempt to contact said employee and offer them the opportunity to
1624 volunteer to perform the outside overtime.
1625
- 1626 g. Before forcing a private, the unfilled position shall be offered to any interested
1627 command officer.
1628

1629 5. Swaps

- 1630
- 1631 a. An employee who accepts the outside overtime assignment is responsible for the
1632 assignment. Failure to cover the assignment may result in discipline.
1633
- 1634 b. The employee may elect to swap the work with another employee, provided both
1635 sign an acknowledgment of the swap for four (4) hours or greater. Pre-notification
1636 of swaps and 24-hour time limits are waived under this article.
1637
- 1638 c. Any swap that occurs under outside overtime will not be deducted from the
1639 allowable swaps under the provision contained in the respective collective
1640 bargaining agreements.
1641

1642 6. Dress Code

- 1643
- 1644 a. Inspection uniforms that are clean and presentable, shall be allowed to be
1645 worn for assembly activities. If a clean and presentable inspection uniform
1646 is not available to be worn, the employee must wear a dress uniform.

1647 Nothing in this section prevents an employee(s) from substituting a dress
1648 uniform for an inspection uniform for assembly activities.
1649

1650 7. This “Memorandum of Understanding” and the amended outside overtime articles,
1651 Article 13-Fire Command and Article 17-Firefighters, shall become effective upon its
1652 signing and shall be attached to the respective collective bargaining agreements. Should
1653 an area of contract language in either collective bargaining agreement be in conflict with
1654 this agreement, then this shared agreement shall prevail.
1655

1656
1657 _____
1658 For the City of South Portland Date
1659

1660 _____
1661 For the South Portland Firefighters, Local 1476 Date
1662

1663 _____
1664 For the South Portland Command Officers, Local 1476 Date
1665