

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**CITY OF SOUTH PORTLAND**

**AND**

**SOUTH PORTLAND FIRE COMMAND OFFICERS**

**BARGAINING UNIT**

**JULY 1, 2014 THROUGH JUNE 30, 2015**

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3 **ARTICLE 1 - PREAMBLE**

- 4 A. Pursuant to the provision of Chapter 9-A Revised Statutes of Maine Title 26 as enacted by  
5 the Maine Legislature in 1969, entitled "An Act Establishing the Municipal Public  
6 Employees Labor Relations Law" and as amended, this Agreement is made and entered  
7 into by and between the City of South Portland, Maine (hereinafter referred to as the  
8 "CITY") and the South Portland Fire Command Officers Bargaining Unit (hereinafter  
9 known as the "UNION").
- 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 and the Union herein bind  
12 themselves in mutual agreement as follows:  
13  
14

15 **ARTICLE 2 - UNION RECOGNITION**

- 16  
17 A. The City recognizes the Union as the sole and exclusive bargaining agent for all Captains  
18 and Lieutenants of the Fire Department (herein known as "employees") for the purpose of  
19 collective bargaining and entering into agreements relative to wages, salaries, hours, and  
20 working conditions.  
21
- 22 B. The Union recognizes that the City has the right to issue, through its agents, rules and  
23 regulations governing promotion, dismissal, disciplinary hearings, etc., for the Fire  
24 Department.  
25  
26

27 **ARTICLE 3 - UNION MEMBERSHIP**

- 28  
29 A. An employee covered by this Agreement may have the right to join the Union or refrain  
30 from doing so. No employee shall be favored or discriminated against either by the City  
31 or the Union because of the employee's membership or non-membership in the Union.  
32
- 33 B. The City agrees not to interfere with the rights of employees who become members of the  
34 Union and there shall be no discrimination, interference, restraint or coercion by the City  
35 against any employee because of Union membership.  
36
- 37 C. The Union recognizes its responsibility as the bargaining agent for all employees and  
38 agrees to represent all employees in the bargaining unit without discrimination,  
39 interference, restraint or coercion and further agrees not to discriminate, interfere, restrain  
40 or coerce other employees who are not members of the Union.  
41  
42

1 **ARTICLE 4 - DUES DEDUCTION**

- 2
- 3 A. The City shall deduct Union dues weekly, upon receipt of a signed authorization from a  
4 member of the Union. The City shall maintain regular deduction of dues of each Union  
5 member unless notified otherwise by the Union Treasurer or by the member of the Union.  
6
- 7 B. The Union shall indemnify and hold the City harmless against all claims and suits which  
8 may arise by reason of any action or inaction taken by the City or its representatives in  
9 making deduction of said dues and remitting the same to the Union pursuant to this  
10 Article.

11

12

13 **ARTICLE 5 - TIME OFF WHILE PERFORMING UNION DUTIES**

- 14
- 15 A. All employees covered by this Agreement, who are officers of the Union, shall be  
16 allowed time off for official Union business with the City, with pay, and without the  
17 requirement to make up said time, if there is sufficient manpower available to cover for  
18 said employee, as determined by the Chief of the Fire Department.  
19
- 20 B. All officers of the Union shall be allowed time off, with pay, for attending any Regional  
21 or National Delegate Meetings of any international labor association they choose to  
22 attend, if there is sufficient manpower available to cover for said employees, as  
23 determined by the Chief of the Fire Department; provided, however, that no officer shall  
24 be permitted to attend more than three (3) of said meetings per year, or a total of six (6)  
25 days per year; and provided, further, that no more than three (3) of said officers shall be  
26 permitted time off, with pay, for attending the same regional or national delegates  
27 meeting. The Chairman or his designee shall be given sufficient time off to attend the  
28 international convention. Such time off shall not exceed one (1) tour of duty.  
29

30

31 **ARTICLE 6 - PRIOR PRACTICES**

- 32
- 33 A. The City agrees that all conditions of employment relating to wages, hours and working  
34 conditions shall be maintained at not less than the standards in effect at the time of  
35 signing this Agreement. The conditions of employment shall be approved wherever  
36 specific provisions for improvements are made elsewhere in this Agreement. It is  
37 understood and agreed that the provisions of this section shall not apply to inadvertent or  
38 bona fide errors made by the City or the Union if such is corrected within ninety (90)  
39 days from the date of error discovery. Further, it is understood and agreed that this  
40 section shall not apply to any practice enjoyed by employees which is not wages, hours or  
41 working conditions and further, is not a condition of employment which is long standing,  
42 consistent and uniform throughout the department and is known to the employer.

- 1  
2 B. The provision does not give the City the right to impose or discontinue wages, hours or  
3 working conditions less than those contained in the Agreement and does not give the  
4 union the right to limit management rights except as herein stated.  
5

6 **ARTICLE 7 - SENIORITY AND LAYOFFS**  
7

- 8 A. The City shall establish a seniority list, and it shall be brought up to date on December 1st  
9 of each year, and immediately posted thereafter on bulletin boards for a period of not less  
10 than thirty (30) days, and a copy of same to the Chairman of the Union. Any objection to  
11 the seniority list, as posted, must be reported to the Fire Chief and the Union within ten  
12 (10) days from the date posted, or it shall stand as accepted.  
13  
14 B. Seniority of employees shall be computed in each rank from the date of appointment to  
15 that rank. Whenever there is lack of work or funds, requiring reductions in the number of  
16 employees in the department, the required reductions shall be made in such rank, or  
17 ranks, as the department head may designate; provided, that said employees shall be laid  
18 off in the inverse order of their length of service.  
19  
20 C. All temporary employees shall be laid off before probationary employees, and all  
21 probationary employees shall be laid off before any permanent employees.  
22  
23 D. Employees who have been laid off will be called back in reverse order to the layoff;  
24 provided they are available, able and qualified to work, accept the offered job and return  
25 to work within fourteen (14) days. Employees who have been laid off will retain their  
26 seniority. However, seniority will not accrue during the layoff period.  
27  
28

29 **ARTICLE 8 - NOTIFICATION OF MANNING**  
30

31 The City agrees to notify the Union, in writing, seven (7) days prior to any change of the present  
32 manning policy. This does not, however, make said changes subject to union approval.  
33  
34

35 **ARTICLE 9 - GRIEVANCE PROCEDURE**  
36

- 37 A. Grievances  
38  
39 1. The purpose of this Article shall be to settle employee grievances on as low an  
40 administrative level as possible, to insure efficiency and maintain morale. A  
41 grievance shall be considered to be an employee's complaint concerned with:  
42

- a. discharge, suspension, or other disciplinary action;
- b. favoritism or discrimination;
- c. interpretation and application of the terms of this Agreement.

2. The aggrieved employee shall present his grievance in writing to the Chairman of the Union. A Union grievance committee shall investigate all grievances and shall dismiss or direct the Chair to submit the grievance to the Chief, or in the Chief's absence, to the Deputy. The employee or Union Grievance Committee shall not file a grievance with the Chief later than the fortieth (40) day from the date of the incident or action, which precipitated the grievance. The Chief or Deputy shall render a decision in writing not later than fourteen (14) days following the received date of the grievance. If the decision of the Chief or Deputy is not satisfactory to the Union, an appeal may be lodged with the Director, Human Resources/ Assistant City Manager within fourteen (14) days of receipt of the reply from the Chief or designee. The Director, Human Resources/ Assistant City Manager shall have fourteen (14) days from the receipt of an appeal by the union in which to respond in writing to the grievance appeal. In the event the Union determines that further review of the grievance is needed, over which the Civil Service Commission lacks jurisdiction, the Union may appeal the decision of the Director, Human Resources/ Assistant City Manager to the Maine Labor Relations Board of Arbitration and Conciliation within fourteen (14) days of the receipt of the Director, Human Resources/ Assistant City Manager's decision.

3. All days referred to within this section shall be considered calendar days.

#### B. Civil Service Commission Appeals

1. Any grievance regarding suspension, demotion or removal of any employee, or any other grievance, over which the Civil Service Commission has jurisdiction, may be appealed directly to the Civil Service Commission in accordance with the Personnel Rules and Regulations of the Civil Service Ordinance. The Civil Service Commission shall have sole authority to make determinations on the question of jurisdiction. Any appeal to the Civil Service must be filed within ten (10) days of the date of suspension, demotion or removal of an employee as provided by Rule 6 of Section 19-11 of the South Portland Municipal Code of Ordinances.

2. Appeals to the Civil Service Commission and Maine Board of Arbitration and Conciliation are mutually exclusive.

1  
2 3. All time limits within this Article other than the time limit for an appeal to the  
3 Civil Service Commission may be extended upon mutual agreement.  
4

5 C. Copies of any documentation of an oral or written reprimand, which are entered into an  
6 employee's personnel folder, shall be provided to the employee.  
7

8  
9 **ARTICLE 10 - MANAGEMENT RIGHTS**

10  
11 A. The listing of the following rights of management in this Article is not intended to be, nor  
12 shall be, considered restrictive of, or as a waiver of, any of the rights of the City not listed  
13 herein.  
14

15 B. Except as otherwise provided in this agreement, the management and the direction of the  
16 working forces, including but not limited to, the right to hire, the right to hire part-time  
17 and temporary employees, the right to promote, the right to discipline or discharge for  
18 just cause, the right to lay off for lack of work or other legitimate reasons, the right to  
19 reduce the number of hours of operation, the right to transfer, the right to assign work to  
20 employees, the right to determine job content, the right to classify jobs and the right to  
21 establish reasonable rules, are vested exclusively in the City.  
22

23 C. The City shall have the freedom of action to discharge its responsibility for the successful  
24 operation of its mission, including, but not limited to, the determination of the number  
25 and location of its platoons, the service to be performed (except as otherwise mentioned  
26 in this contract) the apparatus, tools, equipment, and materials to be used, the work  
27 schedules and methods of operation.  
28

29  
30 **ARTICLE 11 - HOURS OF WORK**

31  
32 A. The workweek for the employees of the Command Officers Union shall average forty-  
33 two (42) hours per week, over an eight (8) week cycle. The work schedule for the  
34 employees of the Command Officers Union shall consist of the 1-2-1-4 schedule. (24  
35 hours on, 48 hours off, 24 hours on, 96 hours off.) Shifts shall begin at 0800 hours.  
36

37 B. The pay period will begin on Saturday morning at 8 AM.  
38

39 C. The Command Unit agrees members will limit activities on the night before a 24-hour  
40 shift to not allow themselves to become fatigued in any manner that would make them  
41 unable to efficiently perform their duties.  
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## ARTICLE 12 - OVERTIME

A. Overtime Rosters

1. There shall be five overtime rosters;
  - a. Fire Officers regular overtime;
  - b. Fire Fighters regular overtime;
  - c. Fire Officers emergency;
  - d. Fire Fighters emergency; and
  - e. Outside overtime.
2. When station manning dictates that a shift vacancy is filled, and a command officer position is vacant. Command Officers shall be offered the opportunity to voluntarily fill the shift vacancy. If all Command Officers refuse to fill the shift vacancy, the vacancy will then be offered to the firefighters, prior to forcing a Command Officer for the shift vacancy.
3. Any member called to fill a manning vacancy shall be called in proper rotation from a Regular Overtime posted roster that reflects the vacancy.
4. Any employee called to fill a vacancy created by the absence of another employee shall be called in proper rotation from the regular-posted overtime roster. Any employee who accepts overtime, or refuses six (6) overtime offers, shall be rotated to the bottom of the regular overtime roster. Employees shall supply the department with their current telephone number. An employee may refuse any and all work except that of emergency nature as defined by the Chief or his Deputy. An emergency (forced) posted roster shall be used when a volunteer is not available to fill a vacancy from the regular overtime roster. It shall be the responsibility of the Chief or his designee to periodically balance the emergency overtime roster.
5. All overtime and forced hiring shall be based on the ten (10) and fourteen (14) hour system. When hiring, the first employee to accept the job may choose between the ten (10) hour day or fourteen (14) hour night.

- 1 6. All hiring may begin at 1200 hours the previous night until 2100 hours. Hiring for  
2 any sickouts or other vacancies after 2100 hours shall begin at 0600 hours  
3 continuing until filled.
- 4
- 5 7. Should a vacancy occur during a shift, then regular hiring procedures will begin  
6 with the following exceptions: the first contact with an eligible individual will be  
7 notified that they are forced if the department is unable to hire or force through  
8 the normal process.
- 9

10 B. Overtime/Call Back Pay and Holdover Time

- 11
- 12 1. Employees who are required to work additional hours beyond their regular  
13 scheduled tour of duty other than hours exempted by Section E and F shall receive  
14 overtime at the rate of time and one-half (1.5) for additional hours of time  
15 worked.
- 16
- 17 2. Call back hours shall be paid at a rate of time and one half (1.5) with a guaranteed  
18 minimum of two (2) hours pay. Employees shall not be required to work the  
19 entire two (2) hour minimum to be eligible to receive call back pay. An employee  
20 who is required to work more than two (2) hours will be guaranteed four (4) hours  
21 of work or pay.
- 22
- 23 3. Holdover time will be paid either at a straight time rate or a rate of time and one  
24 half (1.5) depending upon whether an employee is eligible for overtime consistent  
25 with Section E, Definition of Hours Worked and Section F.
- 26
- 27 4. A two (2) hour minimum (e.g. call back pay) shall not be paid for holdover time.
- 28
- 29 5. Any employee assigned to fill a shift vacancy from the Fire Officers Emergency  
30 Overtime Roster on Thanksgiving Day or December 25 shall receive double (2x)  
31 time for hours actually worked. For the purposes of this Article, the holiday shall  
32 begin at 6:00 PM on the eve of the holiday and extend until 8:00 am on the  
33 morning following the holiday.
- 34
- 35 6. Overtime shall not be paid more than once for the same hours under any provision  
36 of this Article.
- 37

38 C. Outside Overtime

- 39
- 40 1. Any overtime work not created by an employee who is absent from work shall be  
41 known as outside overtime. Such overtime shall be assigned from the outside  
42 overtime roster. (See Article 13 - OUTSIDE OVERTIME.)

- 1  
2 2. Should an employee desire to volunteer his time to a charitable organization, upon  
3 the approval of the Chief of the Department, he shall be considered as being  
4 detailed insofar as he shall be covered as set forth in Article 14 - WAGES.  
5

6 D. Compensatory Time Off  
7

8 Any employee, at his discretion, with twenty-four (24) hours notice and the Chief's  
9 approval, may receive compensatory time off in lieu of overtime payment; said  
10 compensatory time shall be at the rate of time and one-half (1.5) for all hours worked  
11 beyond the employee's regular scheduled tour of duty other than hours exempted by  
12 Sections E and F of this Article. Compensatory time may be scheduled so long as no  
13 more than three (3) men are off, on holidays, weekends (Saturday and Sunday) or time of  
14 unusual manpower shortage; and no more than four (4) men are off on weekdays  
15 (Monday through Friday) at the time compensatory time is scheduled. Compensatory  
16 time accrual, as provided by this Article, shall not exceed four (4) days per employee.  
17 Compensatory time will be scheduled on a basis of first earned, first served.  
18

19 E. Definition of Hours Worked  
20

- 21 1. For purposes of overtime calculation, hours worked shall not include:  
22  
23 a. Hours paid for sick leave; leaves of absence; voluntary charity work;  
24 voluntary activities, training and education; outside overtime.  
25  
26 b. Hours spent on union business when a member attends any regional or  
27 national delegate meeting of any international labor association.  
28  
29 2. Time that an employee is required by the Department to spend in training classes  
30 or activities shall be considered as hours worked for purposes of pay and overtime  
31 calculation.  
32

33 F. Voluntary Report To Duty  
34

35 Off duty employees who voluntarily report to the scene of a working fire, hazardous  
36 material incident or mass casualty incident may be eligible to be called to active duty at  
37 the discretion of the Incident Command Supervisor consistent with the chain of command  
38 system of the Department's Incident Command System. Should the Incident Command  
39 Supervisor choose to assign employees to active duty, the employees shall be eligible to  
40 receive their regular straight time hourly rate. Employees will not be eligible for  
41 overtime or call back pay. All hours worked shall not be considered hours included as  
42 hours in the workweek. Should the Command Supervisor determine that there is a need

1 to bring an employee in for a special staff function, (e.g. photography, arson  
2 investigation, or maintenance, etc.) at the scene of an emergency situation, the said  
3 employee will be eligible to receive only his/her regular hourly wage at straight time rate  
4 for all hours worked.

5  
6 G. All Hands Call Overtime

7  
8 Employees may respond to "all hands calls" and be eligible for overtime at a rate of time  
9 and one half under the provisions and conditions of section E of this Article. Employees  
10 will be paid in increments of half (.5) hours once the employee arrives at the scene with  
11 full turnout gear and reports to the incident command officer. The incident command  
12 officer may release those employees who have shown up to a call at any time.

13  
14 H. Employees as Members of Call Companies

15  
16 1. Effective as of the signing date of this Agreement, any full time member of this  
17 bargaining unit who is a legal resident and lives within the legal boundaries of the  
18 City of South Portland and who is accepted into a volunteer call fire company  
19 may be a member of a call company.

20  
21 2. As defined by the Fair Labor Standards Act, the pay for the full time employees  
22 running with a call company will be their regular base rate of pay. Full time  
23 employees who are members of a call company will be paid in half (.5) hour  
24 increments for call company activities.

25  
26 3. Full time employees running with the call companies may incur "call company  
27 overtime" under the provisions of the Fair Labor Standards Act in the ratio for  
28 section 207(k) employees (e.g., working more than 212 hours in a 28 day cycle.)  
29 Employees will be paid their regular base hourly rate for all call company related  
30 working and training hours. In the event that the total number of Call Company  
31 hours and total number of hours of full time service, (including the number of  
32 hours actually spent working overtime,) exceed the ratio described above, the  
33 employee will receive overtime pay at a rate of time and one half the employee's  
34 regular base hourly rate.

35  
36 4. The City reserves and retains the right based on availability of funds to limit  
37 and/or control the number of hours that full time employees spend training with  
38 the call companies.

39  
40

1 **ARTICLE 13 - OUTSIDE OVERTIME**

- 2
- 3 A. In the case where an employee is assigned or detailed to outside overtime of a private  
4 nature, said employee shall be paid the detail pay hereinafter set forth by the City of  
5 South Portland, in the second pay period following the assigned detail.  
6
- 7 B. Employees assigned to outside overtime shall be guaranteed at least a minimum of four  
8 (4) hours a day at the rate of time and one-half their regular rates.  
9
- 10 C. Should assignments extend after 1:00 a.m., an additional Ten Dollars (\$10.00) shall be  
11 paid. Whenever employees are detailed or assigned outside overtime, they shall be  
12 considered as being on duty; and should they be injured or disabled they shall be  
13 compensated as set forth in Article 24 - INJURIES.  
14

15 **ARTICLE 14 – WAGES**

16

17

18 A. Wages

19

20 Wages for employees in the Command Officers Unit shall be:

21

	January 1, 2014	July 1, 2014
	<u>Hourly</u>	<u>Hourly</u>
22	1.5 %	1.5%
23		
24		
25	<b>1. Captains</b>	
26		
27	a. Start	\$23.72 \$24.08
28		
29	b. NFPA Fire Officer II	
30	and 18 months in grade	\$24.43 \$24.80
31		
32	c. NFPA Fire Officer II (Jones and Bartlett), 5 years in grade, certifications	
33	in ICS 300, 700 and one of the following (MGT 314, MGT 313, MGT	
34	344), starting 7/1/2014	\$25.28
35		
36		
37	<b>2. Lieutenants</b>	
38		
39	a. Start	\$22.12 \$22.45
40		
41	b. NFPA Fire Officer I	
42	and 18 months in grade	\$22.76 \$23.10

- c. NFPA Fire Officer I (Jones and Bartlett), 5 years in grade, certifications in ICS 300, 700 and one of the following (MGT 314, MGT 313, MGT 344), starting 7/1/2014 \$23.56

B. Training

A Lieutenant shall complete within 24 months Fire Officer I of National Fire Protection Agency (NFPA) 1021 as amended from time to time in order to be eligible to receive a second step. A Captain shall complete within 24 months Fire Officer II of NFPA 1021 as amended from time to time in order to be eligible to receive a second step. Equivalent Associate's or Bachelor's degree courses will be accepted to meet the requirements of this section, with the approval of the Chief. An employee who completes the program early will be eligible at 18 months to receive this step.

C. Educational Incentive Pay

- 1. Associate's Degree in a Public Safety Major \$9 per week
- 2. Bachelor's Degree in any Major \$18 per week
- 3. Master's Degree in any concentration \$21.00 per week

D. Voluntary EMS Licensure

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

	Current	7/1/2013	7/1/2014
a. EMT	\$25.00 per week	\$31.50 per week	\$37.80 per week
b. EMT-I	\$30.00 per week	\$36.96 per week	\$44.10 per week
d. Paramedic	\$40.00 per week	\$51.24 per week	\$62.58 per week

- 2. To qualify, employees must maintain one of the stated EMS licenses: Basic, Intermediate, or Paramedic. Only one stipend paid per employee. The City will pay for classes and books. Such classes are not required by the City and are not to generate overtime.

1  
2 E. Longevity Pay

3  
4 1. The weekly longevity incentive granted for each year of service will be:

5  
6 c. \$1.35 per week, effective July 1, 2005. Effective July 1, 2013, the weekly  
7 longevity incentive will be discontinued for new members of the  
8 bargaining unit. Effective July 1, 2014, current bargaining unit members  
9 receiving this longevity incentive will be “red-lined” at the rate being paid.

10  
11 2. The maximum number of years to be counted for longevity shall not exceed twenty  
12 (20.)

13  
14 F. Fair Labor Standards

15  
16 Employees are compensated for hours worked in excess of their regular schedule on an  
17 hourly basis as prescribed in this Agreement and required under the Fair Labor Standards  
18 Act (FLSA.)

19  
20 G. Continuing Educational Requirement/Incentive

21  
22 1. This subparagraph (G) applies only to the following employees:

23  
24 Capt. Edward Flynn  
25 Capt. Daniel Roberts  
26 Capt. Michael Williams  
27 Lt. Chris Copp  
28 Lt. Rob Couture  
29 Lt. Jim Wilson  
30 Lt. Jeff Webster  
31 Lt. Mike Mallory  
32 Lt. William Collins  
33 Lt. Harry Weymouth  
34 Lt. Phil Selberg

35  
36 2. Each employee is required to complete 80 hours of continued education for each  
37 thirty-six month period. Acceptable courses/ programs may include National Fire  
38 Academy programs, supervision/ management courses, incident command/  
39 emergency operations, technical knowledge skills, (e.g.: oil tank and/or  
40 flammable liquids fire fighting, confined space rescue, hazmat, NIMS, etc.)  
41 Acceptable courses do not include degree programs, unless preapproved by the  
42 Chief.

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3. The exception to this requirement is the exclusion of any officers required to complete Fire Officer I or II. Their thirty-six months shall not commence until the completion of the NFPA 1021 program.
  4. Each officer shall receive an incentive of \$.30 per hour after completing each 80 hours of documented training over the required thirty-six month period. Should an individual fail to complete this requirement, all incentives shall be removed from the employee's pay until such time said employee returns to compliance. When the employee returns to compliance, then all previously earned incentives should be restored. At no time can courses taken more than thirty-six months prior be used for credit towards this incentive. Upon successful completion of the required courses, employees shall provide documentation to the Chief. After verification by the Chief, the employees shall receive this incentive pay for time for which they remain in compliance.
  5. Employees may earn no more than three (3) educational incentives under this subparagraph (G), unless they hold more than three (3) as of July 1, 2011. If an employee holds more than three (3) educational incentives as of July 1, 2011, he shall maintain the number of incentives earned as of that date. When an employee has earned three (3) or more educational incentives pursuant to this subparagraph (G) then that employee is relieved of the obligation to continue to complete educational courses to maintain his incentive pay.
  6. The City will reimburse employees for up to 100% of Bachelor degree courses at the University of Southern Maine for public safety related courses. The City will reimburse employees for up to 100% of Open Learning courses from the National Fire Academy at the State University of New York for fire administration courses. All courses must be pre-approved and authorized by the Chief.
  7. During periods of limited financial resources, management may extend the time period requirements upon written notice to the unit.

H. Section 125 IRS Employee Withholding Accounts

1. Employees will be offered the opportunity to voluntarily withhold pre-tax contributions from their regular weekly payroll check into a flexible medical spending and/or day care spending account under the provisions, rules and regulations of Section 125 of the Internal Revenue Service Code as amended from time to time.



1 and major medical plan and Point of Service Plan C (POS "C"). The City has the  
2 right to change or provide alternative providers of group health and  
3 hospitalization coverage and benefits or to self-insure, as it deems appropriate. If  
4 the City changes health providers than at the time of the change the City shall  
5 maintain substantially similar family health and accident coverage. "Substantially  
6 similar" as used in this article means coverage, although slightly different in  
7 minor areas, is overall equal or of greater benefit to the bargaining unit as a  
8 whole.

- 9
- 10 2. In the alternative, any member of the bargaining unit may voluntarily elect on an  
11 annual basis to participate in the point of service option under the above  
12 traditional health insurance program provided by the City.
- 13
- 14 3. The City shall pay 100% of the individual premium rate for the employee.  
15 Effective on each anniversary date of the health and hospitalization insurance  
16 policy, employees with family or dependent health and hospitalization coverage  
17 shall, as a condition of participation for the family or dependents' coverage, share  
18 in the premium rate increases. Employees through payroll deduction shall  
19 contribute one half of the increase in family or dependent premium increase, each  
20 January first whichever is applicable, not to exceed an increase of more than the  
21 following: (Annual increases shall be cumulative.)

22

Family	Dependent
\$8 / week	\$6 / week

- 23
- 24 4. For purposes of this Agreement, "family coverage" shall mean coverage for the  
25 employee and spouse and any dependent children. "Dependent coverage" shall  
26 mean coverage for the employee with one or more dependent children with no  
27 spouse.
- 28
- 29 5. To be eligible to participate in the family or dependent health and hospitalization  
30 plan, employees must sign an authorization form which will allow the City to  
31 withhold wages through weekly payroll deduction to collect the employee's  
32 contribution towards family and dependent premium increases. Employees will  
33 have the choice of making such contributions on a pre-tax basis (free from  
34 Federal and State taxes and FICA contribution) under the provisions of Section  
35 125 of the Internal Revenue Service Code or after tax basis.
- 36
- 37 6. In the alternative, if an eligible employee, covered by this Agreement, at the  
38 beginning of each year elects not to participate in the City-provided medical  
39 insurance coverage and documents that he/she is otherwise covered; or if an  
40 eligible employee elects coverage at a level less than the employee is eligible for

1 as a result of his/her family situation, the City will reimburse the employee one-  
2 half (1/2) of the City's cost saved as a result of the election of reduced coverage or  
3 no coverage. The cash payments under this provision are taxable income and  
4 shall be paid to the employee as an addition to her/his regular paycheck.  
5

6 B. Compliance with OSHA Standard 1910.120  
7

- 8 1. The City will provide annual medical evaluations required under federal law for  
9 the handling of hazardous materials as outlined in OSHA standards 1910.120 sub-  
10 part q, (dated July 1, 1992) as amended from time to time. The City will  
11 designate a City physician to conduct the medical evaluations at no cost to the  
12 employee. Employees will have the option of utilizing their own personal  
13 physician to conduct the medical evaluation. Should the employee choose to  
14 utilize his/her own physician, the City will reimburse the employee for the out of  
15 pocket cost of the evaluation, not to exceed the City's cost for the City physician  
16 to perform the evaluation. The City will provide to the employee who chooses to  
17 use his or her own physician with a copy of a medical evaluation form for the  
18 tests and standards that are required under the Act. Employees must sign a release  
19 form allowing the City to obtain results from the tests as authorized or permitted  
20 by the Act. Should a medical evaluation demonstrate a positive result, the City  
21 will pay for a second medical evaluation with another physician.  
22
- 23 2. In addition to the annual physical provided by this Article, employees shall be  
24 entitled to receive a physical after a documented hazardous materials incident.  
25 For the purposes of this section "hazardous materials incident" will be defined by  
26 OSHA standard 1910.120 sub-part q as amended from time to time.  
27
- 28 3. The City will assign or re-assign employees within the Fire Department based  
29 upon the medical evaluation and recommendation of the attending physician. The  
30 City retains the right to order an independent medical evaluation at its discretion.  
31 If a physician feels that an employee is not able to perform fire fighting duties as  
32 well, a light duty assignment shall be made available within the Department under  
33 the provision of the Light Duty program under the Injuries Article of this  
34 Agreement, provided there is a reasonable likelihood of return to full active duty  
35 within a period of one year from the date of diagnosis.  
36

37  
38 **ARTICLE 19 - TRANSFERS**  
39

- 40 A. The Chief may detail an employee from one station to another as part of a tour of duty,  
41 when in his judgment it is in the best interest of the Department.  
42

- 1 B. Employees shall not be transferred from one platoon or station to another with less than  
2 seventy-two (72) hours notice and no employees shall, because of a transfer, work more  
3 than fourteen (14) hours at any one time. When an employee is permanently transferred  
4 to another shift, the City shall allow unrestricted scheduling of remaining vacation leave.  
5 This shall not apply to "acting positions" or station to station transfers.  
6  
7

## 8 **ARTICLE 20 - VACATIONS**

9

### 10 A. Vacations

- 11
- 12 1. All employees who have less than seven (7) years service shall be entitled to a  
13 vacation of two (2) weeks during each calendar year.  
14
  - 15 2. All employees who have seven (7) years service and less than twelve (12) years  
16 service shall be entitled to three (3) weeks vacation during each calendar year.  
17
  - 18 3. All employees who have twelve (12) years service and less than twenty (20) years  
19 service shall be entitled to four (4) weeks vacation during each calendar year.  
20
  - 21 4. All employees who have twenty (20) years service or more shall be entitled to  
22 five (5) weeks vacation during each calendar year.  
23
  - 24 5. "Service" for the purposes of calculating vacation time shall mean years of service  
25 in the South Portland Fire Department.  
26

- 27 B. The City agrees that should the City Council adopt a different vacation schedule for all  
28 their employees, this Agreement will be amended to reflect such change that would  
29 benefit the employees but in no event will it lessen their current benefits.  
30

- 31 C. A week of vacation shall mean one (1) complete tour of duty off. For the purpose of  
32 vacation time, consumption of each 24 hour shift shall equate to two vacation days (10.5  
33 hours per day.) A half shift shall equal one day (10.5 hours) regardless if it is a night or  
34 day for purpose of computing vacation time usage.  
35

- 36 D. Vacation leave will be selected on a calendar year basis, January 1 to December 31,  
37 inclusive. No vacation leave will be granted during the remainder of the calendar year in  
38 which employment begins. During the calendar year next after that in which employment  
39 begins, a vacation leave prorated for the length of service in the year in which  
40 employment began will be granted.  
41

- 1 E. Vacation time will accrue on a weekly basis, beginning with the anniversary date of  
2 service.
- 3 F. An employee who retires or resigns with adequate notice shall be entitled to the following  
4 vacation pay: Based on Art.21, Sec. A., days earned, but not used, from the immediate  
5 previous year and; days earned and not used in the current year to date. A vacation day is  
6 worth 10.5 hours of straight time pay. However, any employee who gives less than  
7 adequate notice before resigning or retiring shall forfeit his accrued vacation leave.  
8 Adequate notice for the purpose of enforcement of these provisions shall be construed to  
9 mean two (2) week's notice.
- 10  
11 G. The transfer list and the vacation list will be posted no later than December 1st of each  
12 year.
- 13  
14 H. Vacation shall be granted according to the rank and seniority of employees within each  
15 platoon. Only one (1) unit member within each platoon may be on vacation at any one  
16 time, except for four (4) occurrences each year when the City will permit two unit  
17 members within each platoon to schedule up to one (1) week of vacation at the same  
18 time.
- 19  
20 I. Members shall not be forced from the immediate four (4) days before vacation until his  
21 due day back.
- 22  
23 J. An employee may elect to take two (2) holiday vacation weeks, one (1) day at a time. All  
24 full weeks of vacation shall be picked first.
- 25  
26 K. With permission from the Chief or the Chief's designee, employees shall be permitted to  
27 re-schedule up to five (5) vacation sets during the course of the calendar year after all  
28 vacations within the department have been selected. "Vacation set" shall be defined as a  
29 day or consecutive days of vacation during the course of the calendar year. Any request  
30 to change vacation leave shall be submitted to the Deputy Chief in writing no later than  
31 48 hours prior to the beginning of the requested day(s) off. A shorter notification period  
32 may be approved at the discretion of the Deputy Chief.
- 33  
34 L. Vacation Selection
- 35  
36 1. Beginning December 1st of each calendar year, employees have one (1) working  
37 shift to make their vacation pick for the succeeding calendar year or shall lose  
38 their turn and be moved to the end of the list for that round. Employees will not  
39 be permitted to double up on second picks by foregoing the first pick. Employees  
40 will be allowed to select up to a maximum of three (3) weeks per vacation pick.  
41 If the process of selecting vacations is not completed by January 31st, then

1 beginning on February 1st, employees shall have one (1) hour in which to make a  
2 vacation pick, or lose his turn and be moved to the end of the list for that round.  
3 In the event an employee fails to make a vacation pick by February 2nd, the  
4 employee shall receive written notification from the Chief or designee that failure  
5 to complete make a vacation pick by February 14th will result in the Department  
6 assigning the employee's vacation dates.  
7

- 8 2. After January first, if the vacation selection process is not completed, employees  
9 of the unit may request of the Chief, time off in one (1) week segments during  
10 those weeks of January and February prior to the completion of the vacation  
11 selection process. Any vacations granted by the Chief shall be considered the  
12 employee's last vacation pick. Single vacation days will not be permitted during  
13 this period.  
14

15  
16 **ARTICLE 21 - HOLIDAYS**  
17

18 A. Employees shall receive eleven (11) vacation days each January 1st in lieu of holidays.  
19 Vacation days in lieu of holidays shall be scheduled according to Article 21,  
20 VACATIONS. Such vacations in lieu of holidays shall be prorated depending on a date  
21 of appointment or date of resignation, or any other voluntary or involuntary reason for  
22 terminating employment with the City other than retirement.  
23

24 B. Employees who have terminated employment with the City shall receive those holidays  
25 which are listed below which fall between January 1 and the date of termination in the  
26 form of time off with pay or payment for such earned or accumulated holiday time. Had  
27 an employee already received or taken vacation days in lieu of holidays, in excess of  
28 what he earned, such time off shall be deducted from the employee's payment of unused  
29 sick leave:  
30

- 31 1. New Year's Day
- 32
- 33 2. Martin Luther King, Jr. Day
- 34
- 35 3. Presidents' Day
- 36
- 37 4. Veterans' Day
- 38
- 39 5. Memorial Day
- 40
- 41 6. Independence Day
- 42

7. Labor Day
8. Columbus Day
9. Patriots Day
10. Thanksgiving Day
11. Christmas Day

C. An employee who retires from the City shall be entitled to receive payment for up to one year's allotment of holiday pay less the number of holidays the employee has already utilized. Said payment is to be based on one-fifth (1/5) of the employee's weekly wage for each day's leave.

D. "Holiday" for the purposes of this Article shall begin at 6:00 p.m. on the eve of the days listed above and shall extend through 8:00 a.m. on the following day.

E. Personal Day

In addition, each employee will be granted one (1) personal day per calendar year for the purpose of attending special unforeseen events such as weddings, graduations and the like, which could not have been scheduled at the time that vacations were scheduled. A personal day shall not be scheduled on any holiday or eve of holiday. Holiday for the purposes of this Article, shall begin at 6:00 p.m. on the eve of the days listed above and shall extend through 8:00 a.m. on the following day. Only one (1) member of the bargaining unit shall be off on a personal day per platoon. The personal day shall be scheduled on a first-come, first-served basis. The personal day shall be scheduled not more than thirty (30) days, nor less than forth-eight (48) hours prior to the beginning of the shift on which the employee would like to take a personal day. Employees shall complete a written request form to schedule a personal day and file said form with the Chief or his designee. Holiday and extra day pick will be allowed to be picked as 10, 14, or 24 hours. Once approval has been granted, the City cannot revoke the scheduled personal day. A personal day shall not be divided up into portions of shifts. An employee shall only be eligible to receive and utilize one personal day equal to one (1) full shift (a day or a night shift) per calendar year. Personal days shall not be carried from year to year. Personal leave shall be permitted during the last week in June or the months of July and August provided that only one (1) employee of either fire bargaining unit (Fire Command or IAFF) shall be off on a personal day per platoon, per shift.

1  
2  
3 **ARTICLE 22 - SICK LEAVE**

- 4 A. Sick leave shall be granted at a rate of one and one-quarter (1 1/4) days per month with  
5 unlimited accumulations. For the purpose of sick time, consumption of each 24 hour shift  
6 shall equate to two sick leave days (10.5 days.) A half shift shall equal one day (10.5  
7 hours) regardless if it is a night or day for the purpose of computing sick time usage. A  
8 person who leaves sick during a shift for more than 1/2 a shift shall be charged a full days  
9 sick leave (two days – 21 hours) and a person who leaves sick for less than 1/2 a shift shall  
10 be charged one day (10.5 hours.)
- 11 B. One-half (1/2) of accumulated sick leave up to a maximum of seventy-five (75) days of  
12 pay shall be paid retiring employees, provided the employee has a minimum seventy-five  
13 (75) days of sick leave accumulated. Retiring employees with less than seventy-five (75)  
14 days, shall not receive any payment. One-half (1/2) of accumulated sick leave up to a  
15 maximum of thirty (30) days of pay shall be paid to employees upon leaving fire service  
16 provided proper notice is given and the employee has at least ten (10) years of service.  
17 Proper notice for the purpose of enforcement of the provision shall be construed to mean  
18 two (2) weeks notice. Said payment is to be based on one-fifth (1/5) of the employee's  
19 weekly wage for each day's leave.
- 20  
21 C. An employee who retires and has an unused balance in excess of one hundred fifty (150)  
22 sick leave days may take an early retirement equal to fifty (50%) percent of the  
23 accumulated sick leave days over one hundred fifty (150.) Employees must give the  
24 Chief a minimum of thirty (30) days prior written notice to exercise this early retirement  
25 option.
- 26  
27 D. The City shall pay to a surviving spouse or dependents 100% of the employee's sick leave  
28 balance. In the absence of a spouse or children, payment shall be made to the employee's  
29 estate.
- 30

31  
32 **ARTICLE 23 - REASONS FOR SICK LEAVE**

- 33  
34 A. Personal illness or injury of employees to such extent as to be unable to perform their  
35 duties;
- 36  
37 B. Attendance upon members of the employee's family within the employee's household,  
38 whose illness requires the care by such employee, shall not exceed one working day in  
39 one calendar week providing that not more than six (6) working days with pay shall be  
40 granted to the officer for this purpose in any one calendar year;
- 41  
42 C. Enforced quarantine when established by the Health Department;

- 1  
2 D Subject to the discretion of the Chief or the Chief's designated representative, sick leave  
3 may be used in the event of the death of an employee's spouse, child, mother, father,  
4 brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother,  
5 grandfather, daughter-in-law, son-in-law, well established extended non-relative "family"  
6 members, or immediate step relatives.  
7  
8 E. A family sick day can be used in either ten (10) hour or fourteen (14) hour instances. A  
9 full twenty-four (24) hour instance will count as two (2) family sick days, A half shift  
10 shall equal one day (10.5 hours) regardless if it is a night or day for the purpose of  
11 computing sick time usage.  
12  
13 F. Personal sick time shall be used, when called in, as 24-hour blocks and count as two (2)  
14 (10.5 hour) sick days.  
15  
16 G. Whenever an employee has more than six (6) absences in a year, the employee may be  
17 required to furnish a doctor's certificate for each sick day after the sixth one. A list of  
18 those required to furnish a doctor's certificate shall be updated every other month and  
19 have a current basis for the year.  
20  
21

## 22 **ARTICLE 24 - INJURIES**

### 23 A. Workers Compensation

- 24  
25  
26 1. Employees who are injured or receive a disability suffered in the performance of  
27 their duties shall receive, in addition to worker's compensation coverage and  
28 insurance benefits that may apply, pay from the City of South Portland, the total  
29 of which shall constitute an employee's net base weekly wage until they are  
30 placed on disability retirement, return to duty or as described below.  
31  
32 2. After a period of twelve (12) months from the date of injury, an employee who  
33 continues to be out on a work related injury shall not continue to earn holidays  
34 (including a personal day,) vacation or sick days. Employees who receive pay  
35 while on workers compensation shall, upon the receipt of their compensation  
36 check, immediately repay the City for any monies owed to the City as a result of  
37 their workers compensation benefit if the City had provided initial compensation  
38 for that portion of insurance covered by workers compensation. Upon request, the  
39 City shall provide the employee with an amended W2 form.  
40  
41 3. An employee who has twenty-five (25) years of service and then receives a work  
42 related injury shall have a period of two (2) years to return to full active duty. An

1 employee intending to return to full active duty shall agree to participate in an  
2 independent medical evaluation prior to a return to work to assess the likelihood  
3 of an extended return to work. If the employee is unable to return to full active  
4 duty, the employee shall retire.  
5

- 6 4. If an employee, while off duty, is involved in a fire emergency situation and is  
7 injured while doing so, the City shall assume responsibility to pay from medical,  
8 surgical, and hospital expenses provided the employee was not acting in a  
9 negligent manner or in violation of any departmental rule, and said employee was  
10 within the City limits or in route to duty. The employee agrees to exhaust all  
11 available medical, hospital and workers compensation benefits to cover the above  
12 mentioned expenses.  
13

14 B. Light Duty Assignment  
15

- 16 1. When an employee suffers an injury and/or illness which prevents him from  
17 performing the normal duties of his position in the Fire Service, the City shall  
18 make light duty work available to the employee, whether the injury or illness  
19 occurred while on or off duty. If the City fails to make such work available, it  
20 shall state, in writing to the employee and the Union, the reason such work is not  
21 made available. The injured employee shall work this light duty to the extent he  
22 is physically able to do so. In the event such light work is made available and is  
23 refused by the employee, the reason shall be stated in writing to the City. Neither  
24 the City nor the employee shall refuse to comply with the light duty provisions of  
25 this Article without good cause. Employees working light duty assignment shall  
26 be paid at the appropriate rate of pay for their position in the fire service.  
27
- 28 2. The purpose of light duty assignments is to facilitate the employee's return to full  
29 duty. Light duty shall be limited to duties that are of value to the Fire Department  
30 and may include fire ground operations to the extent permitted by the employee's  
31 physician. Light duty assignments shall not include the staffing by the employee  
32 assigned to light duty of fire apparatus during fire ground operations. The light  
33 duty work schedule shall be assigned by the Chief and shall average forty-two  
34 (42) hours per week. Fewer hours may be worked at the direction of an attending  
35 physician. Employees on light duty shall not be eligible for overtime or call-back.  
36  
37

38 **ARTICLE 25 - BEREAVEMENT LEAVE**  
39

40 The City recognizes the need for a bereavement period of up to seven (7) consecutive days  
41 immediately following the death of an employee's spouse, domestic partner, child, mother,  
42 father, brother, sister, mother-in-law, father-in-law, immediate step relatives or grandparents. If

1 an employee is scheduled to work during this period, the employee shall be excused from work  
 2 with pay for up to two (2) twenty-four (24) hour days. None of the above-mentioned time off  
 3 shall be charged to the employee's sick leave. Where circumstances necessitate, the Chief or the  
 4 Chief's representative may extend the duration of the above mentioned periods. Work missed  
 5 during the periods of extension shall be charged against the employee's sick leave.  
 6  
 7

8 **ARTICLE 26 - FITNESS**  
 9

- 10 A. On the effective date of this Agreement, employees shall be allowed to utilize the  
 11 Municipal Swimming Pool and Municipal Golf Course facilities during regular operating  
 12 hours at no cost to the employees.  
 13  
 14 B. The City will administer a fitness incentive exam for all Unit members twice a year, once  
 15 in the Spring and once in the Fall, or more frequently at the Chief's discretion. Those  
 16 employees passing the exam will receive a stipend of \$1,042 annually. The stipend will  
 17 be paid over the course of the year on a weekly basis.  
 18

Fitness Test	Male (40 <sup>th</sup> Percentile) Age				Female (40 <sup>th</sup> 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

19  
 20 Above is the scale for the Fitness Incentive Exam. Each candidate will perform the  
 21 required number of push ups, sit ups, and the 1.5 mile run in the allotted time for their age. As  
 22 an option a candidate may choose to do the 3 mile pack walk instead of the 1.5 mile run.  
 23

24 The test will be administered by a certified PEER Fitness Coordinator, or the Chief's  
 25 designee. If a candidate does not successfully complete the exam, he/she may retake the exam at

1 the next administration of the test. The candidates should work with a department fitness  
2 instructor to develop an exercise program that will get them in shape to pass the exam the  
3 following time. Candidates must pass the exam to receive the fitness incentive. Candidates will  
4 partner up with another candidate for the test.

5  
6 Attached is a description of how the exercises shall be done.

7  
8 Push Ups: Will be done with candidates hands slightly more than shoulder width apart.  
9 The candidate's partner shall hold his hand in a fist; thumb up, under the testing candidate's  
10 chest. The testing candidate shall lower him/herself down so the chest touches the partner's hand  
11 for the pushup to count. The partner shall keep count of successful push ups done by the  
12 candidate. The candidate shall do as many push ups as he/she can do.

13  
14 Sit Ups: Sit ups shall be performed with the partner holding the candidates feet to the  
15 floor. The candidate shall be his/her hands either at the temples, or arms cross with hands in  
16 armpits. Candidate will perform a sit up and touch elbows to quads. The elbows must touch the  
17 quads for the sit up to count. The partner shall keep track of successful sit ups done within the  
18 one minute time allotted.

19  
20 1.5 Mile Run: The run shall be performed at a location determined at the time of the test.  
21 A measurement shall be taken and the distance shall be marked and explained to all candidates.  
22 Candidates shall be started in a staggered time to allow times to be kept accurately.

23  
24 If a candidate does not successfully complete the test in January he/she may retake the  
25 test in June. If the test is successfully completed at that time the candidate will receive the  
26 annual fitness stipend pro-rated from June to January. All candidates will be retested every  
27 January to continue to receive the stipend.

28  
29  
30 **ARTICLE 27 - CLOTHING ALLOWANCE**

- 31  
32 A. The clothing allowance for all employees shall be three hundred (\$300.00) dollars.  
33 Employees may purchase four (4) sets of work uniforms annually.  
34  
35 B. The policy on quality and type of uniforms and protective clothing shall remain at present  
36 high standard. The Union shall have the right to input and review new uniforms and/or  
37 protective clothing before implementation.  
38  
39 C. The City shall provide one set of turn out gear (protective clothing) to employees of this  
40 unit who have demonstrated to the satisfaction of the Chief the need to provide or replace  
41 turn out gear. Turn out shall include the following items: a bunker coat, a pair of bunker  
42 pants, a helmet with visor, a pair of boots and a pair of gloves. City provided turn out

1 gear shall not be charged to the employee's clothing allowance. However, with the  
2 permission of the Chief, an employee with a sufficient clothing allowance balance may  
3 purchase up to one additional set of any turn out gear item and have that item charged to  
4 the employee's clothing allowance. A balance sheet, showing each employee's clothing  
5 allowance account balance, shall be furnished to each employee each July first.  
6

7 D. An employee who has any clothing/protective gear damaged in the line of duty and who  
8 is in possession of a back-up set of clothing/gear will put such clothing/gear into  
9 immediate service. The City will seek to replace damaged clothing/gear within sixty (60)  
10 days.

11  
12 E. The purchase of leather boots, belts, ties, and suspenders shall be included in items  
13 allowed under clothing allowance.  
14

15 F. Upon retirement, an employee's remaining City issued gear shall become the property of  
16 the retiring employee. In the case of resignation or any other voluntary or involuntary  
17 reason for termination of employment, the employee shall return all City issued gear to  
18 the City. City issued gear shall be defined as gear that is not obtained through the  
19 clothing allowance.  
20

21 G. Should the state or federal government mandate work uniform requirements, the City  
22 shall pay for the marginal difference in cost between the current regular work uniform  
23 and the initial issue of new federally or state mandated work uniform during the period of  
24 this contract. This differential will only apply to the initial issue to comply with the new  
25 federal or state mandate. Any subsequent purchases will be charged totally to the  
26 employee's clothing allowance.  
27  
28

29 **ARTICLE 28 - PENSION**  
30

31 A. The City agrees that should any other Department or Bargaining Unit within the City  
32 receive a reduction in the amount of years necessary for retirement or an increase in the  
33 rate of retirement, the same will be added to the Union's. In no event will it lengthen the  
34 years of service necessary for retirement or lessen the retirement salary.  
35

36 B. For service prior to July 1 2010, the City shall extend to all eligible employees a  
37 retirement pension under Maine Public Employees Retirement System Consolidation  
38 Plan entitling employees to one-half (1/2) salary after having completed twenty-five (25)  
39 years of service regardless of age; which benefit shall be based on one-half of the average  
40 of the employees top three years of pay; including the 2% retirement option, COLA, in  
41 accordance with and subject to the provisions of the statutes of the State of Maine and the  
42 rules of the Maine Public Employees Retirement System now applicable or as they may

1 hereinafter be amended. For service prior to July 1, 2010, the employee's rate of  
2 contribution shall be 6.5% of gross weekly earnings.  
3

4 C. "Special Benefit Plan 3" Adopted Effective July 1, 2010  
5

6 a. Effective July 1, 2010, and for future service only, the City will adopt the provisions  
7 of "Special Benefit Plan 3" (2/3 average final compensation, upon the completion of  
8 twenty (25) years of Special Plan service regardless of age, including cost of living  
9 adjustments) pursuant to 5 M.R.S.A. §18801-18806 and Maine Public Employees  
10 Retirement System Rules, Ch. 803, §8(E), as amended, for all eligible employees  
11 covered by this Agreement.  
12

13 b. "Special Benefit Plan 3" for future service only, will be the exclusive plan available  
14 for all employees covered by this Agreement on July 1, 2010, who elect Maine Public  
15 Employees Retirement System pension benefits.  
16

17  
18 c. All employees covered by this Agreement participating in other Maine Public  
19 Employees Retirement System pension plans as of July 1, 2010, will be transferred to  
20 "Special Benefit Plan 3" for future service only.  
21

22 d. The contribution rate for the City and covered employees for participation in "Special  
23 Benefit Plan 3" will be as established by the Maine Public Employees Retirement  
24 System.  
25  
26

27 **ARTICLE 29 - PROMOTIONS**  
28

29 A. Promotions in all grades including the ranks of Deputy Chief, Captain, and Lieutenant  
30 shall be within the regular uniformed personnel of the South Portland Fire Department  
31 and shall be appointed on a competitive basis.  
32

33 B. Whenever a vacancy occurs in the Officer ranks, the City Manager shall, within five (5)  
34 days, submit a request for an eligible list to the Civil Service Commission. Within fifteen  
35 (15) days of the City's receipt of said eligible list, the City shall select a candidate(s)  
36 from the list for promotion to fill the vacancy. If no one from the first list is selected,  
37 the City will immediately request additional names from the Civil Service Commission  
38 and repeat the process.  
39  
40

41 **ARTICLE 30 - SAVINGS CLAUSE**  
42

1 If any provision of this Agreement is contrary to any law or laws, such invalidity shall not affect  
2 the validity of the remaining provisions of this Agreement.  
3

4  
5 **ARTICLE 31 - ZIPPER CLAUSE**  
6

7 Parties to this Agreement acknowledge that during negotiations that resulted in this Agreement,  
8 each party had the unlimited right and opportunity to make demands and proposals with respect  
9 to any subject or matter not removed by law from the area of collective bargaining. Therefore,  
10 the City and the Union, for the life of this Agreement, voluntarily waive the right to unilaterally  
11 obligate other parties to bargain, except by mutual agreement of both parties.  
12

13  
14 **REST OF PAGE LEFT BLANK INTENTIONALLY**  
15  
16

1 **ARTICLE 32 - TERM OF AGREEMENT**

2  
3 This Agreement shall be effective from July 1, 2014 to June 30, 2015.  
4  
5  
6  
7

8 In WITNESS THEREOF, the City has caused this Agreement to be executed and its corporate  
9 seal to be affixed by James Gailey, its City Manager, and the Union has caused this instrument to  
10 be signed by, Cpt. Mike Williams, Chief Negotiator of the Fire Command Officers' Association,  
11 duly authorized to sign this Agreement on behalf of the Union. This Collective Bargaining  
12 Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013.  
13  
14  
15

16 Fire Command Officers' Association

City of South Portland, Maine

17  
18  
19  
20 \_\_\_\_\_  
21 Lt. Phil Selberg,  
22 President

\_\_\_\_\_

James Gailey,  
City Manager

23  
24  
25  
26  
27 \_\_\_\_\_  
28 Lt. William Collins,  
29 Vice President

\_\_\_\_\_

Kevin Guimond,  
Fire Chief

30  
31  
32  
33  
34 \_\_\_\_\_  
35 Don Brewer,  
36 Human Resources Director  
37