

South Portland City Council
Position Paper of the City Manager

Subject:

ORDER #21-14/15 – Authorizing the City Manager to sign a collective bargaining agreement with the South Portland Police Command and Supervisory Unit for the period of July 1, 2014 to June 30, 2015. Passage requires majority vote.

Position:

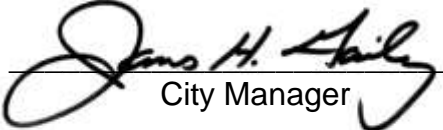
This item is brought forward to authorize the City Manager to sign a successor collective bargaining agreement with the South Portland Police Command and Supervisory Unit for the period of July 1, 2014 to June 30, 2015.

The provisions in the tentative agreement are consistent with City Council guidance and were ratified by members of the union.

Included is a memorandum from Human Resources Director Don Brewer outlining the changes in the proposed contract. Don Brewer will be present at the meeting to answer questions.

Requested Action:

Council passage of ORDER #21-14/15.


City Manager

CITY OF SOUTH PORTLAND, MAINE

Memorandum

TO: Mayor Jalbert and Members of the City Council

FROM: Donald I. Brewer, Human Resources Director

DATE: August 25, 2014

RE: Recommendation for Adoption of South Portland Police Command and Supervisory Unit Collective Bargaining Agreement for July 1, 2014 to June 30, 2015

The City administration has reached a tentative agreement on a successor collective bargaining agreement with the South Portland Police Command and Supervisory Unit which represents the City's ten (10) police command and supervisory staff with the rank of Sergeant or Lieutenant.

The term of the tentative agreement is for one (1) year, from July 1, 2014 to June 30, 2015.

The tentative agreement has been ratified by the Unit. The terms and provisions are within the guidance set forth by the City Council in executive session on August 18, 2014.

The Administration recommends your support for the new Agreement on September 3, 2014. Included with this memorandum is a marked copy of the tentative agreement showing changes.

Highlights of proposed substantive changes are as follows:

Article 3 – NON-DISCRIMINATION

- Added gender, ancestry and genetic information as other non-discrimination protected categories

Article 18 – WAGES

- 2.0% base wage increase, retroactive to July 1, 2014
- Increased Utility Sergeant weekly stipend from \$12 to \$18. (One employee)
- Extended the regional SWAT Commander stipend (\$20/week) to the Assistant SWAT Commander as long as both are not members of the bargaining unit. In that event, only the SWAT Commander receives the stipend.

Article 19 – HOURS AND OVERTIME

- Clarified that the decision to grant compensatory time in lieu of paid overtime shall be made by the Police Chief.

Article 21 – HEALTH INSURANCE

- Continued a Memorandum of Agreement executed in February 2014 to offer police command and supervisory staff the option to enroll in Plans POS-C or PPO 500 (w/companion HRAs and incentives), as an option to Plan POS-A.

Article 35 – TERM OF AGREEMENT

- July 1, 2014 to June 30, 2015

The projected fiscal note for FY 2015 is \$16,404; 1.63% increase

I will be available at the meeting to answer any questions regarding the tentative agreement.

Thank you.



CITY OF SOUTH PORTLAND

GERARD A. JALBERT
Mayor

JAMES H. GAILEY
City Manager

SUSAN M. MOONEY
City Clerk

SALLY J. DAGGETT
Jensen Baird Gardner & Henry

District One
MICHAEL R. POCK

District Two
PATRICIA A. SMITH

District Three
MELISSA E. LINSKOTT

District Four
LINDA C. COHEN

District Five
GERARD A. JALBERT

At Large
MAXINE R. BEECHER

At Large
THOMAS E. BLAKE

IN CITY COUNCIL

ORDER #21-14/15

ORDERED, that the City Manager be and hereby is authorized to sign a collective bargaining agreement with the South Portland Police Command and Supervisory Unit for the period of July 1, 2014 to June 30, 2015.

Fiscal Note: 2015 - \$16,404

Dated: September 3, 2014

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF SOUTH PORTLAND

AND THE

**SOUTH PORTLAND POLICE COMMAND
AND SUPERVISORY UNIT**

July 1, 2014 to June 30, 2015

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ARTICLE 1 - PREAMBLE

- A. Pursuant to the provisions of Chapter 9A, Revised Statutes of Maine, Title 26, as enacted by the Maine Legislature in 1969 and as amended, entitled "An Act Establishing the Municipal Public Employees Labor Relations Law," this Agreement is made and entered into by and between the City of South Portland, Maine (hereinafter referred to as "City,") and the Maine Association of Police (hereinafter referred to as the "Association,") certified bargaining agent for the Command and Supervisory Unit of the Police Department.
- B. In order to establish mutual rights, preserve proper employee morale and to promote effective municipal operations, the City of South Portland, Maine, and the Maine Association of Police herein bind themselves in mutual agreement as follows:

ARTICLE 2 - RECOGNITION

- A. The City hereby recognizes that the Association is the sole and exclusive bargaining representative of all Lieutenants and Sergeants in the South Portland Police Department for the purposes of negotiating wages, hours, working conditions and contract grievance arbitration.
- B. The exclusive bargaining rights set forth in the previous paragraph include, among other things, the responsibility of the Association to extend to all Lieutenants and Sergeants of the Department, whether they are members of the Association or not, the benefits of any contract arrived at through the process of collective bargaining; and process, upon request of a non-Union employee, any grievance presented by such non-Union employee, but such employee may take up the employee's own grievance with the City, provided the Association is notified and is allowed to be present to protect its rights under said Agreement.

ARTICLE 3 - NON-DISCRIMINATION

- A. The City and the Association agree not to discriminate against any individual with respect to compensation, terms or conditions of employment because of such individual's race, color, ancestry, religion, gender, sex, sexual orientation, genetic information, disability, except where such disability, even with a reasonable accommodation, disqualifies an individual for a particular position, creed, national origin, or age.

- B. The City and the Association agree that there will be no discrimination by the City or the Association against any employee because of any employee's activity and/or support of the Association.
- C. The use of male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

ARTICLE 4 - ASSOCIATION SECURITY

A. Membership in the Association is not compulsory. Membership in the Association is separate, apart and distinct from the assumption by an employee of the employee's equal obligation to the extent that the employee receives equal benefits. The Association is required by this Agreement and State law to represent all employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association. The terms of this Agreement have been made for all employees in the bargaining unit and not for members of the Local Association. The City has executed this Agreement after it has satisfied itself that the Association is the choice of a majority of employees in the bargaining unit. Accordingly, it is fair that each employee in the unit pay the employee's own way and assume a fair share of the obligations along with the grant of equal benefits contained in this Agreement. In this regard, employees may elect to accept the provisions of either Section 1 or 2 below:

1. Association Membership

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

2. Fair Share Fees

a. Any present or future employee who is not a member and does not want to become a member shall pay a fair share as a contribution towards the Association's administration of the Agreement in an amount equal to 80% of current dues for the duration of this Agreement. Failure to pay Association dues or Fair Share fees will not result in disciplinary action against the employee by the City. The Association agrees to establish bona fide internal procedures where an objecting non-member unit employee may challenge the reasonableness of the "fair share" deductions. The Association must justify the percentage of fair share deduction to reflect the Association's approximate collective bargaining and contract administration costs.

- b. The Association shall indemnify, defend, and hold harmless the City against all claims and suits which may arise as a result of any action or inaction taken pursuant to this article and in the collection of dues.

ARTICLE 5 - CHECK-OFF AUTHORIZATION

A. Dues

- 1. The City shall deduct regular monthly dues and fair share fees upon receipt of a signed authorization from each employee (a copy of which is to be retained by the City) and a certified statement from the Secretary-Treasurer of the Association as to the amount for dues and fees. Such authorization shall be for the life of this Agreement and shall be continued thereafter if an agreement exists between the City and the Association, unless an employee notifies the Association in writing no more that twenty (20) days and no less than ten (10) days before the expiration of the Agreement of the employee's desire to revoke the employee's authorization for check-off.
- 2. The City shall forward all such dues and fees so collected to the Secretary-Treasurer of the Association before the fifteenth (15th) day of the month following the month in which deductions are made.
- 3. The Association shall indemnify and save the City harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and fees and remitting the same to the Association pursuant to this article.

B. Credit Union

The City agrees to deduct designated amounts each week from the wages of those employees who shall have given the City written notice to make such deductions. The amount so deducted shall be remitted to the Greater Portland Federal Municipal Credit Union. The City shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee's earnings shall be less than the amount authorized for deductions.

ARTICLE 6 - ASSOCIATION BUSINESS

- A. The Association agrees to supply the Chief of Police with a list of officers of the Association and the names of the Association stewards and the names of the grievance committee. It shall be the duty of the Association to keep this list of names up to date.
- B. The City recognizes the right of the Association to designate stewards. The authority of stewards so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
 2. The collection of dues when authorized by appropriate Local Association action.
 3. The transmission of such messages and information which shall originate with and are authorized by the Local Association or its officers, provided such messages and information:
 - a. Have been reduced to writing; or
 - b. If not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns or any other interference with the City's business.
- C. Stewards or alternates have no authority to take strike action or interrupt the employer's operation.
- D. Stewards shall be permitted such reasonable time in which to investigate, present and process grievances on or off City property without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.
- E. Stewards shall be allowed sufficient time off without loss of time or pay to represent the Association in all collective bargaining with the City.

ARTICLE 7 - ASSOCIATION ACTIVITIES

A. Association Bulletin Boards

The City agrees to furnish and maintain one suitable bulletin board in a convenient place to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin board.

B. Association Activities on City Time and Premises

The City agrees that during working hours, or on the City premises, and without loss of pay, Association representatives shall be allowed to:

1. Post Association notices;
2. Transmit communications authorized by the local Association or its officers or its officers to the City or its representatives;
3. Consult with the Chief of Police, the Chief's representatives, local Association officer, or other Association officers, or other Association representatives,

concerning the enforcement of any provisions of this Agreement with reasonable limits.

C. Visits By Association Representatives

The City agrees that accredited representatives of the Association shall have access to the premises of the City at any time during working hours to conduct legal Association business upon authorization of the Chief.

ARTICLE 8 - STRIKES AND SLOWDOWNS PROHIBITED

The parties hereto agree that there will not be and that the Association, its officers, members or agents will not engage in, encourage, sanction or suggest strikes or slowdowns which would involve suspension of or interfere with normal work.

ARTICLE 9 - PROBATIONARY PERIOD

All newly promoted employees shall serve a probationary period. The length and conditions of such probationary period shall be governed by regulations as set forth in the City's Civil Service Ordinance.

ARTICLE 10 - SENIORITY

- A. It is agreed that seniority for the purpose of accruing time for benefits shall be determined by length of full-time service in the Police Department. Seniority within classification (Sergeant or Lieutenant) shall determine the selection and use of entitlement (benefits.)
- B. The City agrees to furnish the Association with a list of employees with their length of service (1) within the Police Department and (2) by job classification grade within thirty (30) days after signing of this Agreement and by February 1st thereafter.
- C. An employee shall not forfeit seniority during absence caused by illness or accident outside of working hours.
- D. Sergeants shall bid for shifts based on seniority. Bids shall be requested by December 1 of each year to become effective the first rotation of the new year.

ARTICLE 11 - PERSONNEL REDUCTION

- A. Personnel reduction and personnel reinstatement shall be based entirely on seniority by job classification grade of those covered by the Agreement.

- B. In the event of a reduction in force that would require a sergeant to return to the patrolman rank, the sergeant with the least time in grade would return to patrolman rank in the sergeant's seniority slot as determined by total length of service in the Department.
- C. In the event of reduction in force in the lieutenants' ranks, the lieutenant with the least seniority in grade would be laid off from the lieutenants' grade. If there is not an authorized sergeant's vacancy available, then the lieutenant may bump the least senior sergeant, provided the lieutenant has more seniority within the sergeants' grade. The lieutenant would then assume the lieutenant's seniority position based on total seniority within the bargaining unit. The affected sergeant may elect to bump back in the patrol bargaining unit pursuant to Section B of this article. In the event that a displaced lieutenant cannot bump a sergeant due to a lack of seniority within grade, the lieutenant may bump back in the patrol bargaining unit pursuant to Section B of this article.
- D. In the event of a recall in either the sergeants' or the lieutenants' rank, laid off employees shall be recalled by inverse seniority to the laid off position. Time spent in a "bumped" position outside of the bargaining unit, such as a sergeant in a patrol position, shall count for Department seniority, but not bargaining unit seniority. Time spent in a "bumped" position within the bargaining unit such as a lieutenant in a sergeant's position shall count towards Department seniority and bargaining unit seniority, but not for the purpose of salary step placement. The recalled employee shall be placed on the salary step earned at the time of the reduction in force. For example, if a lieutenant bumps into a sergeant's position for three (3) years and is recalled to a lieutenant's position, the employee does not receive three (3) years' salary step placement credit on the lieutenant's salary scale.

ARTICLE 12 - PRIOR PRACTICES

Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that employees enjoyed heretofore, unless it is specifically superseded by a provision of this Agreement. The Association, however, recognizes the right of the City to adopt reasonable work rules, which are not inconsistent with the terms and provisions of this Agreement.

ARTICLE 13 - RESIDENCE REQUIREMENT

All employees of the Police Department must reside within an area to be able to respond to emergency conditions within forty-five (45) minutes. Any employee who so chooses not to maintain residence as stated above shall be subsequently dismissed.

ARTICLE 14 - GRIEVANCES AND ARBITRATION

- A. No person shall have or exercise any of the authorities, powers, or duties of a steward in dealing with the employer unless written notice of the steward's appointment is filed with the employer of the Association.

- B. Stewards shall be permitted to adjust grievances during working hours provided, however, that no steward shall leave the steward's regular work for the purpose of adjusting grievances without reporting to and obtaining the permission of the steward's supervisor. Time spent in handling grievances shall not be unreasonable or exclusive.
- C. For the purposes of this Agreement, the term "grievance" shall mean a complaint by an employee that there is a disagreement or dispute as to the meaning or application of any provision of this Agreement. Should any grievance arise, the procedure for settlement shall be in the following order and manner:
1. The steward, with or without the employee, shall take up the grievance or dispute with the Chief of Department within thirty (30) days after the date of the grievance or the employee's knowledge of its appearance. If the grievance cannot be resolved through informal means, the representative shall present the grievance in writing to the Chief who shall render a decision to the steward in writing within fourteen (14) days.
 2. If said grievance has not been settled, it shall be presented in writing by the Association steward or an appropriate Association grievance committee to the City Manager within fourteen (14) days after the Chief's decision is rendered. The City Manager, or the Manager's designee, shall meet with the Association's business agent to investigate the grievance. The City Manager, or the Manager's designee, shall render a decision to the Association or its grievance committee in writing within fourteen (14) days after meeting with the business agent.
 3. If said grievance is still unsettled, either party to this Agreement may, within fourteen (14) days, by written notice to each other, submit the grievance to arbitration. The parties shall within ten (10) days of the demand for arbitration jointly agree on (1) a single arbitrator or (2) to submit said grievance to the Maine State Labor Relations Board of Arbitration and Conciliation, in accordance with the Municipal Public Employees Labor Relations Act, revised 1976, and amendment thereto, or any successor act enacted by the Legislature of the State of Maine governing arbitration of public employees. In the absence of mutual agreement, the grievance shall be submitted to the American Arbitration Association pursuant to its rules and procedures for voluntary arbitration. Grievances initiated by the City shall be processed in the same manner but may be started on Step 2. It is suggested that, for orderly handling of all police business and for the prevention of grievances that might arise, there be monthly meetings held between the Chief of Police and the steward appointed by said Association.
- D. All days referred to in this article are considered to be calendar days.
- E. All time limits contained within this article may be extended by mutual agreement between the City and the Association.

ARTICLE 15 - DISCIPLINARY HEARINGS

- A. In accordance with Section 969 of the Municipal Employees Labor Relations Law of 1969 and amendments thereto, except in cases of emergency, any disciplinary action by the City against any employee of the South Portland Police Department covered by this Agreement, upon any charge of insubordination, disloyalty, or other charge, shall first be preceded by a meeting between the Police Chief, the charged party, and the employee's Association representatives, in an attempt to amicably settle the charge. In case of dire emergency, the employee may be suspended pending a meeting between the three foregoing parties concerning the settlement of the charge.
- B. In the event a settlement cannot be reached as provided in "A" above, the charges may be submitted to the Civil Service Commission in accordance with the provisions of the Civil Service Ordinance of the City of South Portland, provided it is a matter over which the Commission has jurisdiction. The charged party will be granted the opportunity to interview and cross-examine the complainant. The decision rendered by the Civil Service Commission shall be final and binding. Either party may submit any grievance over which the Commission lacks jurisdiction to arbitration. The arbitrator's decision shall be final and binding on both parties. The cost of arbitration shall be borne equally by both parties.
- C. Any employee so charged who submits a grievance in accordance with the procedure outlined under "B" above shall have the right to be represented by legal counsel or others at said hearing.
- D. Letters of reprimand shall be removed from an employee's personnel file one (1) year from date of issue. It is the responsibility of the employee to notify the Chief of Police or designee in writing that the written reprimand be removed after one (1) year.

ARTICLE 16 - COMPLAINTS FROM THE PUBLIC

Any complaints from the public shall be handled in accordance with the present policy of the Department established by the Chief of Police. Any complaint, which may result in the suspension of an officer, shall be in writing and notarized. Any changes in said policy may be implemented after an opportunity for the Association Steward to meet and consult on said policy.

ARTICLE 17 - MANAGEMENT RIGHTS

- A. No policies or procedures covered in this Agreement shall be construed to delegate, to alter, to reduce, or to abridge any of the following authority conferred on City officials.
 - 1. The Charter responsibilities of the Manager as Chief Executive Officer of the City for enforcing the laws of the State and City Administration upon ordinances

adopted by the Council, recommending an annual budget, or the proper performance of all executive departments.

2. The responsibilities of the Council for the enactment of ordinances, the appropriation of money, and the final determination of employee compensation.
 3. The responsibilities of the Department for establishing rules, initiating disciplinary actions and certification of payrolls.
 4. The responsibilities of the City governed by Charter provisions, ordinances, and department rules and as limited by the provisions of this Agreement are:
 - a. To recruit, assign, transfer, or promote members to positions within the department;
 - b. To suspend, demote, discharge, or take other disciplinary action against members for just cause;
 - c. To relieve members from duties because of lack of work or lack of funds;
 - d. To determine methods, means, and personnel necessary for departmental operations;
 - e. To control the departmental budget;
 - f. To take whatever actions are necessary in emergencies in order to provide for the safety of the City.
- B. It is recognized that the need for continued and uninterrupted operation of the department is of paramount importance to the citizens of the community and that there should be no interference with such operations.
- C. Adequate procedures having been provided for the equitable settlement of grievances originating out of this Agreement, parties hereto agree that there will not be and that the Association, its officers, members, agents, or principals will not engage in or suggest strikes, slowdowns, lockouts, mass resignations or mass absenteeism or other similar action which would involve suspension of or interference with the normal work of the Department or any other department.

ARTICLE 18 – WAGES

- A. The hourly wage rates for Sergeants and Lieutenants for the term of this Agreement shall be:

	July 3, 2011	12-31-11	6-30-12	6-29-13
Sergeants	Hourly	Hourly	Hourly	Hourly

		0%	2.0%	1.5%	2.0%
Step					
A	Start	\$25.98	\$26.50	\$26.89	\$27.43
B	After 2 years	\$26.82	\$27.36	\$27.77	\$28.32
C	After 4 years	\$27.74	\$28.29	\$28.72	\$29.29
D	After 6 years	\$28.28	\$28.85	\$29.28	\$29.87
		July 3, 2011	12-31-11	6-30-12	6-29-13
Lieutenants		Hourly	Hourly	Hourly	Hourly
		0%	2.0%	1.5%	2.0%
Step					
A	Start	\$28.12	\$28.68	\$29.11	\$29.69
B	After 2 years	\$28.96	\$29.54	\$29.99	\$30.59
C	After 4 years	\$29.48	\$30.07	\$30.52	\$31.13
D	After 6 years	\$29.96	\$30.56	\$31.02	\$31.64
		<u>July 1, 2014</u>			
Sergeants		<u>Hourly</u>			
		<u>2.0%</u>			
Step					
A	Start	<u>\$27.98</u>			
B	After 2 years	<u>\$28.89</u>			
C	After 4 years	<u>\$29.88</u>			
D	After 6 years	<u>\$30.47</u>			
Lieutenants		<u>Hourly</u>			
		<u>2.0%</u>			
Step					
A	Start	<u>\$30.28</u>			

B	After 2 years	<u>\$31.20</u>
C	After 4 years	<u>\$31.75</u>
D	After 6 years	<u>\$32.27</u>

Educational Incentives

Associates Degree	\$ 0.24
Bachelors Degree	\$ 0.36
Masters Degree	\$ 0.48

B. Educational Incentive Stipend

The City shall provide the above hourly educational incentive to any employee who demonstrates that they have obtained an Associate's, Bachelor's or Master's Degree from an accredited college or university.

C. Higher Classification Pay

1. Acting Lieutenant Pay

In the event of a vacancy that results in the need for an "acting lieutenant," the vacancy shall be offered to unit members provided the job qualifications are met and the most senior applicant shall be selected. The rate of pay shall be at the lieutenant's third (3rd) wage step, Step C. If no qualified employee volunteers to fill the vacancy, the Police Chief may assign the junior sergeant who is qualified to fill the position. In the event that an acting lieutenant's pay is greater than an existing lieutenant's is, then the existing lieutenant's pay shall be increased to the same salary step as the acting lieutenant's salary step. Once the acting lieutenant's position is vacated, then the impacted lieutenant shall return to the lieutenant's proper salary step.

2. Acting Sergeant's Pay

In the event that the City determines the need for an "acting sergeant," the officer from the patrol bargaining unit selected by the Chief or designee shall be paid at the rate of a starting sergeant.

D. Promotion Pay

In the event that a sergeant at either Step C or Step D is promoted to lieutenant, that employee shall be placed at the lieutenant's second wage step, Step B, and remain at that step for a period of two (2) years and then shall move to the next step.

E. Utility Sergeant Stipend

Any employee classified as a "utility sergeant" shall receive twelve dollars (~~\$12.00~~ **\$18.00**) additional compensation per week.

F. Support Services Stipend

1. In addition to the above wages, any member of the Police Department covered by this Agreement assigned to the Support Services Division shall receive twenty-five (\$25.00) dollars in additional compensation per week.
2. The above designation shall be made at the discretion of the Chief of Police. In the event a member loses such designation, said member shall also lose the additional twenty-five (\$25.00) dollars.

G. Longevity Stipend

Employees who have ten (10) years of active service with the South Portland Police Department shall receive a fourteen (\$14.00) dollar longevity incentive per week; employees with fifteen (15) years shall receive an additional fourteen (\$14.00) dollar longevity incentive per week; and employees with twenty (20) years of department service shall receive an additional fourteen (\$14.00) dollar longevity incentive per week. [For example, an employee with twenty-two (22) years of active service within the Police Department would receive a weekly longevity incentive of \$42.00.]

1. Effective the first pay week in July 2012, the Longevity Stipend will increase to fifteen (\$15.00) dollars per week and calculated as described in Section G for employees with ten (10), fifteen (15) and twenty (20) years of service with the South Portland Police Department.
2. Effective the first pay week in July 2013, the Longevity Stipend will increase to sixteen (\$16.00) dollars per week and calculated as described in Section G and G,1.

H. Physical Fitness Stipend

1. Any employee who passes the Maine Criminal Justice Academy's physical fitness test shall receive a stipend of \$20.00 per week. Participation in the physical fitness test shall be voluntary, except for those police officers covered under paragraph 2 below.

2. As a condition of employment, any police officer hired on or after July 1, 2007, shall be required for a period of ten (10) years from the officer's date of hire to pass an annual physical fitness evaluation consistent with the one required of new hires by the Maine Criminal Justice Academy. After the ten (10) year period, the officer is no longer required to pass this test as a condition of employment. If the officer passes the Academy's physical fitness test, the employee shall receive a weekly stipend of twenty (\$20.00) dollars.
3. In the event that a participating employee is injured at the time of the fitness test during the employee's first ten (10) years of employment, the employee who is receiving this stipend will continue to receive said stipend until the next scheduled test. The "second" test is intended to occur within six (6) months from the annual test date. If the participating employee is unable to take the second scheduled test due to injury, the employee's stipend shall end. If the City fails to schedule a second test within six (6) months, the injured employee's fitness stipend shall continue until the test is scheduled. In the event that any employee who is required to pass the fitness test fails to successfully pass the test for the second time, the employee's stipend shall end and the employee shall be required to participate in a remedial fitness program as established by the Chief or designee. The remedial period shall be six (6) months from the date that the second test was not successfully completed by the officer.
4. In the event the employee fails to successfully pass the remedial test within this six (6) month period - not to exceed twelve (12) months from the initial annual fitness test, it shall be considered a failure to meet this condition of employment obligation and the City may exercise its right to initiate appropriate action.
5. Effective January 1, 2012, any employee who passes the South Portland Police Department's physical agility test shall receive the following weekly stipend corresponding to the performance percentile he/she achieves: 40% - (\$20.00); 60% - (\$25.00); 80% - (\$30.00).

(Note: all fitness tests, testing protocols and standards that are utilized by the Maine Criminal Justice Academy and the South Portland Police Department are derived from the Cooper Institute.) Participation in the physical fitness test shall be voluntary, except for those police officers covered under paragraph 2 above.

I. Voluntary EMS Licensure

1. \$15.00 per week.
2. To qualify for this stipend, a police officer must maintain at least an emergency medical technician (EMT) license. Only one stipend, regardless of the number of EMS licenses held (EMT, Intermediate, or Paramedic,) shall be paid per employee. A police officer shall be reimbursed for the cost of the course/re-certification including the cost of books pursuant to the City's personnel policy,

e.g. ½ of course and book expenses. Such courses are not required as a condition of employment and are not to be considered hours worked.

J. Payday

Wages shall be paid weekly unless prohibited by an emergency situation through direct deposit to the financial institutions designated by the employee.

K. Section 125 IRS Employee Withholding Accounts

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.

L. Recruitment and Retention Stipend

Any employee covered by this Agreement shall receive 3% of his or her “regular weekly wage,” paid on a weekly basis for weeks worked from July 1, 2010 until the successor collective bargaining agreement, effective July 1, 2011, is adopted.

Effective the first pay period in July 2011, the 3% Recruitment and Retention Stipend, as described above, shall be permanently rolled into the employee’s base hourly rate of pay.

For purposes of this subsection the term “regular weekly wage” means the employee’s regular hourly rate identified in paragraph A above, not including stipends for educational incentives, utility sergeant, support services, longevity, physical fitness, EMS licensure, higher classification pay, or other wage enhancements, multiplied by the employee’s regularly scheduled weekly hours of work, not including overtime hours.

M. SWAT Commander Stipend

Effective the first pay period in July 2011~~4~~, any member of the Police Department covered by this Agreement holding the position of **regional** SWAT Commander **or Assistant SWAT Commander** shall receive twenty (\$20.00) dollars of additional compensation each week. **If the regional SWAT Commander and Assistant SWAT Commander are both members of the bargaining unit the \$20.00 weekly stipend shall only be paid to the SWAT Commander.**

ARTICLE 19 - HOURS AND OVERTIME

A. Hours

1. Except for utility sergeant or lieutenant, special assignments and assignment changes, eight (8) consecutive hours in a regular work shift shall constitute a normal day's work; and five consecutive (5) days in any seven (7) day period shall

constitute a normal work week. Modifications may be made by mutual written agreement between the City and the Association.

2. Both parties agree that the City shall not provide transportation to the employees to and from their jobs. Transportation may be provided from the police station to special job locations, such as dances and athletic events, at the discretion of the Chief or designee.
3. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the monetary rate of one and one-half (1.5) times the base hourly rate. This applies to in-service training and departmental meetings. **The only exception to this provision will be for in-service training, upon a mutual and voluntary agreement between the employee and the Chief of Police, or designee. In such instances, the employee may work more than eight (8) hours per day, yet not more than forty (40) hours per week, nor more than sixteen (16) hours in any twenty-four (24) hour period, in lieu of having eight (8) hours off during the same pay period.**

B. Call Back

Employees called back to work shall receive a four (4) hour minimum guarantee for the work for which they are called back. The provision does not apply to regularly scheduled training programs and/or classes and meetings. This provision will, however, apply to all police functions such as parking lot jobs, road jobs, dances, and ball games. Employees scheduled for training programs, classes or meetings shall receive a minimum two (2) hour guarantee. In the event that an employee is called back (forced in) to work the 11:00 p.m. to 3:00 a.m. shift on either Friday or Saturday, the employee shall have the option of working the full shift, e.g. from 11:00 p.m. to 7:00 a.m.

C. Overtime

1. All vacancies, which occur among members of this bargaining unit, shall be filled at the discretion of the Chief or designee. At the time of the vacancy, the Chief or designee shall determine whether a unique circumstance exists that requires the presence of a lieutenant in addition to a patrol supervisor. All other overtime vacancies shall be filled from a rotation list initially created by seniority, including sergeants and lieutenants. Any regular shift vacancy shall be filled from this rotation list with the understanding that the Chief or designee may declare a unique circumstance exists that requires the presence of a lieutenant sergeant. In such instance, the next available lieutenant sergeant on the rotation list shall be selected. Unless bypassed or if "not available," as defined below, bargaining unit members shall rotate to the bottom of the list whenever the employee accepts, is forced-in, or declines the overtime opportunity. For the purposes of this provision, "not available" is defined as sick leave, days off, vacation, court appearances, employees assigned to attend school or training, and any emergency determined by the Chief or designee.

2. Employees shall not be forced while on vacation unless no other lieutenant or sergeant is available
3. The Police Chief will have full discretion in deciding whether to fill vacancies in all shifts except the second and third shifts 3 p.m. to 3 a.m. on Friday and Saturday for sergeants and lieutenants. The Police Chief or designee may require that any vacancy be mandatorily filled.
4. An employee may voluntarily work during the employee's vacation with prior administrative approval.
5. Employees who are required to make an off-duty attendance at court shall receive their hourly rate at time and one-half (1.5) for the time spent in court, with a minimum of three (3) hours pay at time and one-half (1.5) for each such attendance. All payments from the court shall be submitted directly to the City.

D. Compensatory Time

Employees may earn and accrue up to a maximum of fifty (50) hours of compensatory time in lieu of payment of such overtime. Such compensatory time shall be earned at a rate of time and one half (1.5) the number of eligible overtime hours worked and as defined by "hours worked" within Section E of this article. **The ultimate decision to grant compensatory time in lieu of paid overtime shall be made by the Chief of Police, or designee. Compensatory time off at time and one-half (1.5) may be granted in lieu of overtime wage payments if authorized by the Chief of Police, or designee. Overtime hours worked that are not so authorized will be compensated at a rate of one and one-half (1.5) their regular rate of pay in cash. Such Compensatory** time off shall be scheduled as per departmental policy. At the time of separation, employees shall be paid for any compensatory balance up to a ~~forty~~ **fifty (4050)** hour final cap. Except for extraordinary circumstances, as determined by the Chief of Police, any accumulation of compensatory time in excess of that ~~forty~~ **fifty (4050)** hour balance shall be scheduled as time off prior to an employee's final retirement or separation from the department.

D. Definition of Hours Worked

1. For the purposes of this section, "hours worked" shall mean only ~~hours actually worked.~~ **the following:**
 - a. **Hours actually worked for the City;**
 - b. **Earned compensatory hours used in accordance with this Article, except such compensatory hours used shall not be counted against the employee when determining that employee's availability for an overtime opportunity.**
2. For the purposes of the section on forty (40) hours, "Hours Worked" shall not include:

- a. Hours compensated for by sick leave pay;
- b. Hours compensated for by bereavement pay;
- c. Hours compensated for by holiday pay;
- d. Hours compensated for by reserve service leave;
- e. Hours compensated for by the four (4) hour minimum guarantee which are not actually worked;
- f. Hours compensated for by the three (3) hours off-duty court appearance, minimum guarantee which are not actually worked.

F. Miscellaneous

Employees who voluntarily place their names on the Outside Overtime List shall be subject to be forced in if there are no volunteers to fill an outside overtime shift.

ARTICLE 20 - RIGHT TO SUBSTITUTE

The right to substitute at any time shall be permitted provided, however, that permission to substitute on any shift shall be obtained from the Chief of the department or designated authority with reasonable notice.

ARTICLE 21 - MEDICAL AND LIFE INSURANCE

A. Health Insurance

1. The City shall continue to make available to employees and their eligible dependents family health and accident coverage in the City's group health and hospitalization plan (Maine Municipal Association - Indemnity Choice and Traditional Point of Service Plan A.) Not later than October 1 of any year of this Agreement, the Association shall notify the City whether the bargaining unit has elected to change to the M.M.A. Comprehensive health insurance plan with the point of service option, to be effective January 1. In such instance, the salary schedule shall be increased from the scheduled increase by one percent (1%). The City shall not be held liable for unilateral changes made by the provider. The City has the right to change or provide alternative providers of group health and hospitalization coverage and benefits or to self-insure, as it deems appropriate. If the City changes health providers, then at the time of the change the City shall maintain substantially similar family health and accident coverage. "Substantially similar" as used in this article means coverage, although slightly different in minor areas, is overall equal or of greater benefit to the bargaining unit as a whole.

2. In the alternative, any member of the bargaining unit may voluntarily elect on an annual basis to participate in the point of service option under the above health insurance program provided by the City.
3. Beginning January 1, 1991, the City shall pay 100% of the individual premium rate for the employee. Beginning January 1, 1991 and effective annually thereafter, employees with family or dependent health and hospitalization coverage shall as a condition of participation for the family or dependent coverage share in the premium rate increase. Should the City decide to change anniversary dates of its insurance policy(s,) the change in policy years shall not effect any calculation of payroll deduction until the following January first. Employees through payroll deduction shall contribute one half of the increase in family or dependent premium increase, whichever is applicable, not to exceed an increase of more than the following: (Annual increases shall be cumulative.)

Effective 1/1/03		Effective 1/1/04		Effective 1/1/05	
Family	Dependent	Family	Dependent	Family	Dependent
\$6 / week	\$4 / week	\$7 / week	\$5 / week	\$8 / week	\$6 / week

4. For purposes of this Agreement, "family coverage" shall mean coverage for the employee and spouse and/or any dependent children. "Dependent coverage" shall mean coverage for the employee with one or more dependent children with no spouse. To be eligible to participate in the family or dependent health and hospital plan, employees must sign an authorization form which will allow the City to withhold wages through weekly payroll deduction to collect the employee's contribution towards family and dependent premium increases.
5. Employees will have the choice of making such contributions on a pre-tax basis (free from Federal and State taxes and FICA contribution) under the provisions of Section 125 of the Internal Revenue Service Code or after tax basis.
6. In the alternative, if an eligible employee at the beginning of each year covered by this Agreement elects not to participate in the City-provided medical insurance coverage and documents that he/she is otherwise covered, or if an eligible employee elects coverage at a level less than the employee is eligible for as a result of the employee's family situation, the City will reimburse the employee one-half (½) of the City's cost saved as a result of the election of reduced coverage or no coverage. The cash payments under this provision are taxable income and shall be paid to the employee as an addition to the employee's regular paycheck.

ARTICLE 22 - SICK LEAVE

A. Sick leave shall be guaranteed at the rate of one and one quarter (1.25) days per month with unlimited accumulation.

B. Sick leave may be used only in the following cases:

Personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of the employee's position, unless the Police Chief determines that the employee is capable of other work in the Police Department and assigns the employee to such other work. If requested, the employee shall furnish the Chief a certificate from the attending physician. If the Chief requests such certificate, the City hereby agrees to pay any cost incurred by the employee as a result of obtaining such certificate. The City will pay only upon proof of charge. **Up to forty-eight (48) hours of sick leave may be used annually to care for a similarly disabled spouse, registered domestic partner, or child.**

C. Employees are permitted to utilize up to three (3) sick leave days per calendar year without the necessity of meeting the requirements of section B of this article.

1. Such time off shall be requested and scheduled with the permission of the Chief of Police or the Chief's designee in the same manner as single vacation days. Time off under this paragraph shall not be granted if it creates overtime at the time that it is requested. Such time shall be charged to the employee's sick leave balance.

2. If the leave is requested between 11 p.m. to 7 a.m. during which the supervisor is scheduled to be the only supervisor working, then that supervisor may use sick time/ personal day in either a four-hour or eight-hour block.

D. In the event that an employee of this bargaining unit is killed in the line of duty, the employee's beneficiary shall receive payment for 100% of the employee's accumulated sick leave. Such payment shall be computed by multiplying one hundred percent (100%) the number of accumulated days as aforesaid by a per diem rate, which per diem rate shall, for the purposes of this article only, be deemed to be one-fifth (1/5) of the employee's regular weekly compensation at the time of the employee's death.

E. Employees covered by this Agreement, who may be absent for an extended duration (such as surgery or extensive injury) shall as a matter of courtesy advise the Chief or designee the expected length of time an employee may be off on sick leave. If any condition changes to modify by increasing or decreasing the number of days needed for such leave then the employee will continue to so advise.

F. Sunset Provision

Article 22 applies only to employees hired prior to July 1, 2008. Employees hired after July 1, 2008, are entitled to sick leave only as provided in Article 23.

ARTICLE 23 - SICK LEAVE

- A. This Article provides the exclusive source for sick leave rights for employees hired by the City (even if not covered by this Agreement at the time of hire) on and after July 1, 2008.
- B. Employees hired on and after July 1, 2008, will be credited with ten (10) sick days per year starting January 1, 2009.
- C. Sick leave may be used for the following reasons only:
1. Personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of the employee's position, unless the Police Chief determines that the employee is capable of other work in the Police Department and assigns the employee to such other work. If requested, the employee shall furnish the Chief a certificate from the attending physician. If the Chief requests such certificate, the City hereby agrees to pay any cost incurred by the employee as a result of obtaining such certificate. The City will pay only upon proof of charge. **Up to forty-eight (48) hours of sick leave may be used annually to care for a similarly disabled spouse, registered domestic partner, or child.**
 2. Each calendar year Employees will be permitted to utilize up to two (2) sick leave days per calendar year without the necessity of meeting the requirements of paragraphs (C)(1) of this Article.
 3. Such time off shall be requested and scheduled with the permission of the Chief of Police or the Chief's designee in the same manner as single vacation days. Time off under this paragraph shall not be granted if it creates overtime at the time that it is requested. Such time shall be charged to the employee's sick leave balance.
 4. If the leave is requested between 11 p.m. to 7 a.m. during which the supervisor is scheduled to be the only supervisor working, then that supervisor may use sick time/personal day in either a four-hour or eight-hour block.
- D. The City will evaluate each employee's sick leave bank on December 31. If an employee's sick leave bank has a balance of unused time on December 31, the City will pay to the employee an amount equal to one-half (50%) of the unused portion of that calendar year's sick leave in the first pay period following the end of each calendar year. The remaining one-half (50%) of the unused sick leave will be deleted and will not be carried over to the next year. Each employee will start each new calendar year on January 1 with ten (10) sick leave days only.
- E. Effective January 1, 2014, as an option to the above Section D, employees hired on or after July 1, 2008, may carry over unused sick leave on December 31 of each year to a reserve sick leave bank capped at a maximum of fifteen (15) days or 120 hours. This reserve sick leave bank shall only be used for extended illnesses, FMLA or**

disability leaves of absence after the annual ten (10) days of sick leave have been used first. This sick leave bank may also be used to care for a similarly disabled spouse, registered domestic partner, or child up to forty-eight (48) hours per year.

- EF.** If an employee's employment is terminated for any reason, the City will evaluate the employee's sick leave bank, as of the date of termination. One-half (50%) of any unused sick leave as of the date of termination will be paid off as part of the employee's last pay. The remaining one-half (50%) of the unused sick leave will be deleted.
- FG.** The City will provide a short term disability insurance policy or similar vehicle for employees to purchase at the employee's expense. The terms of this policy will be governed by the insurance plan.

ARTICLE 24 – UNUSED SICK LEAVE UPON RETIREMENT

- A. An employee who retires with 25 years of service or resigns in good standing after providing two weeks' notice, and has a minimum of seventy-five (75) days of accumulated sick leave, will receive payment for that accumulated time, as follows:
1. For employees who were members of this bargaining unit on or before June 30, 2013 (See Appendix A, Article 24, Section A, 1), the benefit will be one-half (1/2) the number of accumulated, unused sick leave, plus fifteen (15) days.
 2. For employees hired on or before June 30, 2008 who were promoted into this bargaining unit on or before June 30, 2013 (See Appendix A, Article 24, Section A, 2), the benefit will be one-half (1/2) the number of accumulated, unused sick leave, plus ten (10) days.
- B. An employee who retires and has less than seventy-five (75) days of accumulated sick leave will receive no payment for unused sick leave.
- C. Said payment shall be computed by taking one-fifth (1/5) of the employee's weekly salary at the time of retirement or resignation and multiplying it by one-half (1/2) of the number of accumulated sick days.
- D. An employee shall have the option of early retirement in lieu of the monetary value mentioned in the above paragraph.
1. Effective July 1, 2010, for employees who elect early retirement pursuant to Article 24, the City will contribute its portion of the employee's applicable health insurance premium for three (3) additional months after the month in which the employee commences early retirement.
- E. Employees who were members of this bargaining unit on or before June 30, 2013, and have in excess of one hundred twenty (120) accrued unused sick leave days may take an early retirement equal to one-half (1/2) the excess accumulated days over one hundred

twenty (120.) Employees who were promoted into this bargaining unit on or after July 1, 2013, and have in excess of one hundred fifty (150) accrued, unused sick leave days may take an early retirement equal to one-half (1/2) the excess accumulated days over one hundred fifty (150). Employees must give the Chief a minimum of thirty (30) days prior notice of the intent to exercise this early retirement option unless waived by mutual agreement.

F. In the event of the death of the employee, the beneficiary will receive the monetary value as mentioned in paragraph A of this article.

G. Sunset Provision

Article 24 applies only to employees hired prior to July 1, 2008. Employees hired on and after July 1, 2008, may not accrue, use and cash out sick leave except as provided in Article 23.

Employees hired on and after July 1, 2008, may not take early retirement as defined in Article 24.

ARTICLE 25 - INJURIES

A. Employees who are covered by this Agreement and who are injured on the job may, in addition to compensation paid or payable under the Workers' Compensation Act, utilize accumulated sick leave (pro-rated) up to an amount sufficient to bring them up to full regular weekly wage while any incapacity exists and until they are either placed on disability retirement or return to active duty. After a period of six (6) months from the date of injury, an employee who continues to receive compensation paid for lost wages under the Workers' Compensation Act shall be eligible to receive in addition to indemnity required under the Act, additional compensation payments so that the sum of the indemnity payments under the Act and the additional payment equals the employee's regular weekly wage until such time as the employee is placed on disability, retirement or returns to duty, provided the officer was not acting in a negligent manner or in violation of any departmental rule. Such additional compensation paid after six (6) months from the date of the injury shall not be charged to sick leave.

B. All employees who receive in addition to compensation payable under the Workers' Compensation Act an amount sufficient to bring them up to full salary while their incapacity exists, shall as soon as practical after receiving an indemnity payment turn back to the City the sum(s) of monies the employee has received during the injury. The City shall then prepare an amended W-2 form to reflect the employee's workers' compensation benefits. In any event, the monies paid back shall equal the net money received from the City.

C. After a period of six (6) months from the date of injury, an employee who continues to be out of work shall not continue to earn or accrue holiday or vacation time.

- D. Effective July 1, 1990, all employees who are out on workers' compensation leave, performing a light duty assignment, or otherwise have not returned to regular active duty shall retire upon the effective date of eligibility for the employee's retirement under the Maine Public Employees Retirement System, not later than upon reaching the twenty-fifth (25th) year of service within the South Portland Police Department.

ARTICLE 26 - OFF DUTY INJURIES

If an employee of the police unit, while off duty, becomes involved in a situation in the employee's capacity as a police officer, and is injured while doing so, the City shall assume the responsibility to pay for medical, surgical, and hospital expenses, provided the officer was not acting in a negligent manner or in violation of any department rule. The employee agrees to utilize all available health, accident, and workers' compensation insurance to meet the above mentioned expenses.

ARTICLE 27 - VACATIONS

- A. All permanent employees covered by this Agreement who have more than one (1) year of service and less than seven (7) years of service shall be entitled to a vacation of two (2) work weeks during the calendar year. Entitlement to vacation shall be determined as of the first day of the calendar year.
- B. All employees covered by this Agreement who have completed seven (7) years of service but less than (12) years of service shall be entitled to a vacation of three (3) work weeks during the calendar year. Entitlement to vacation shall be determined as of the first day of the calendar year.
- C. All employees covered by this Agreement who have completed twelve (12) years of service but less than twenty (20) years of service shall be entitled to a vacation of four (4) workweeks during the calendar year. Entitlement to vacation shall be determined as of the first day of the calendar year.
- D. All employees covered by this Agreement who have completed twenty (20) years of service shall be entitled to a vacation of five (5) work weeks during the calendar year. Entitlement to vacation shall be determined as of the first day of the calendar year.
- E. Selection Procedure
 - 1. Vacations shall be scheduled as per established departmental policy. An employee shall submit in writing the employee's desired week(s) as per established departmental policy. The initial selection of vacation is determined by seniority. After the initial selection process is completed, any subsequent request for a week's vacation shall be granted on first come first served basis. Failure to use one's vacation allotment will result in the loss of the entitlement except as provided for in Section E (2.)

- a. For purposes of vacation selection, only one person from the following group shall be on a week's vacation at a time: the lieutenant and sergeants assigned to the dayshift.
 - b. For purposes of vacation selection, only one person from the following group shall be on a week's vacation at a time: the night lieutenant and sergeants assigned to work the second shift and utility positions.
 - c. For the purposes of vacation selection, only one person from the following group shall be on vacation at a time: the sergeants assigned to the swing shift and third shift.

- 2. In the event that an employee's vacation time is canceled by the administration to meet the operating needs of the Department, the employee shall make every effort to reschedule the canceled vacation time within the calendar year. If the canceled vacation time cannot be rescheduled, the lost vacation time shall be carried forth into the next calendar year and must be used prior to the end of the City's fiscal year (June 30th.) In the alternative, the employee may elect to receive cash in lieu of carrying forth the canceled vacation time by notifying the Police Chief or designee in writing not later than December 31st. The cash payment shall be made on the first payday of the next fiscal year of the City, e.g. after July 1st.

- 3. **Cash-in-lieu-of Vacation Days Option**

 An employee may elect to "cash in" one (1) week (five consecutive vacation days, not individual days) of earned vacation per year provided the employee notifies the Police Chief or designee in writing not later than December 31st for the next fiscal year. Payment shall be made in the subsequent fiscal year period of the City, e.g. after July 1st.

- 4. Vacations of one (1) week or more in duration must have the approval of the Chief of Police or designee as to scheduling.

- 5. Employees shall have the option of taking vacation as individual days under the following conditions and pursuant to departmental policy:
 - a. Forty-eight (48) hours prior approval of Chief or designee unless waived by Chief or designee;
 - b. No two (2) members from the same shift or of the same rank allowed to use days at same time if such leave would cause overtime coverage;
 - c. Not taken on Friday or Saturdays unless condition (e) is met;

- d. Provided there is no additional cost when an employee covered by this Agreement is on military leave (exceptions to this restriction may be granted by police administration);
 - e. If shift has to be filled, member taking day off responsible for finding replacement to work shift; and
 - f. Days unused at end of year are lost, not carried to next year.
 - g. If leave is requested between 3 a.m. and 7 a.m. or between 3 p.m. and 7 p.m. during which the supervisor is scheduled to be the only supervisor working then that supervisor may use vacation time in a 4 hour block provided condition (e) is met.
- F. All employees covered by this Agreement who retire or resign shall be entitled to accrued and unused vacation pay not to exceed one (1) year's allocation. Any amount accrued over one (1) year's entitlement may be used prior to retirement or resignation.
- G. Except in cases of extreme emergency, as determined by the Chief or designee, employees covered by this Agreement shall not be called into work from their vacation until four (4) hours immediately prior to their scheduled time to report to work.

ARTICLE 28 - HOLIDAYS

- A. An employee whose tour of duty requires the employee to work holidays shall have two (2) weeks vacation in lieu of the ten (10) paid holidays. During the life of this Agreement, each employee will receive two (2) extra holidays (known as first and second special holiday) to be given at the discretion of the Chief of Police. Failure to use one's Aspecial holiday@ allotment will result in the loss of the entitlement except in the event that an employee's "special holiday" time is canceled by the administration to meet the operating needs of the Department. In such case, the employee shall make every effort to reschedule the canceled "special holiday" time within the calendar year. If the canceled Aspecial holiday@ time cannot be rescheduled, the lost time shall be carried forth into the next calendar year and must be used prior to the end of the City's fiscal year (June 30th.)
- B. If an employee is required to work on holidays other than the employee's regular tour of duty, the employee shall receive hourly pay for overtime. However, the provision covering time and one-half (1.5) shall apply.
- C. Employees who resign, retire or otherwise leave employment in good standing shall be entitled to holiday pay prorated for the portion of the calendar year in the year in which employment ended.
- D. Employees who are scheduled to work on Thanksgiving Day or December 25, and actually work the full shift shall receive a one (1)-time stipend of twenty-five (\$25) dollars for each of the above-mentioned holidays worked. Employees who are out on a

vacation day, sick day or any other leave or are already receiving overtime shall not be eligible for the twenty-five (\$25) dollar stipend. For the purposes of this article, the holiday shall begin at 11:00 p.m. on the eve of the holiday and terminate at 11:00 p.m. on the night of the holiday.

- E. Provided overtime coverage is not created, one (1) employee per shift may elect any holiday as a day off, except for New Year's Eve (the 3:00 p.m. - 11:00 p.m. and 11:00 p.m. to 7:00 am shifts,) the 7:00 am to 3:00 p.m. shift on Memorial Day, and July 4th (3:00 p.m. to 11:00 p.m.) In the event that the selection is not made by mutual agreement between the employees within the same shift, the initial selection shall be made by rank and thereafter, absent mutual agreement, by rotation during the same calendar year. The day used will be deducted as a vacation day, or a special holiday, or a compensatory day.

ARTICLE 29 - BEREAVEMENT LEAVE

- A. An employee shall be excused from work up to five (5) calendar days following the death of a spouse, child, step-child, mother or father. Employees shall be excused for work for three (3) days because of death in the employee's immediate family, as defined below, and shall be paid the employee's regular rate of pay for the regularly scheduled work hours missed. In cases of necessity, additional time may be allowed at the discretion of the Chief. Not more than eight (8) hours per day shall be paid under this article. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral.
- B. Immediate family is defined hereby as grandmother, grandfather, brothers, sisters, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchildren, stepfather, stepmother, stepchildren, aunt, uncle, or other persons living in the household of the employee.
- C. An employee shall be granted up to two (2) days funeral leave to attend the funeral of a niece or nephew. Funeral leave shall be separate from the employee's right to bereavement leave.

ARTICLE 30 - PENSIONS

- A. Maine Public Employees Retirement System
 - 1. It is a condition of employment that employees of the Police Department, on entering City service, become members of the Social Security program. Employees have the option of becoming members of the Maine Public Employees Retirement System. The City agrees to continue to participate in the cost of benefits from the Social Security program, and for employees who so choose membership, the cost of benefits from the Maine Public Employees Retirement System.

2. Effective July 1, 1995, the City shall extend to all eligible employees and participants of the Maine Public Employees Retirement System as of June 30, 1995, a retirement pension under Maine Public Employees Retirement System Consolidation Plan entitling employees to one-half (½) salary after having completed twenty-five (25) years of service regardless of age; which benefit shall be based on one-half of the average of the employee's top three (3) years of pay; including the 2% retirement option, COLA, in accordance with and subject to the provisions of the statutes of the State of Maine and the rules of the Maine Public Employees Retirement System now applicable or as they may hereinafter be amended. Effective July 1, 1995, the employee's rate of contribution shall be increased to 6.5% of gross weekly earnings and shall be a condition of plan participation.

B. Deferred Compensation Section 457

Employees may join the City of South Portland's Deferred Compensation Plan as established by the provisions of that plan document, as amended.

C. "Special Benefit Plan 3" Adopted Effective July 1, 2009

1. Effective July 1, 2009, and for future service only, the City will adopt the provisions of "Special Benefit Plan 3" (2/3 average final compensation upon the completion of twenty-five (25) years of Special Plan Service regardless of age, including cost of living adjustments) pursuant to 5 M.R.S.A. §18801 – 18806 and Maine Public Employees Retirement System Rules, Ch. 803, §8(E) for all eligible employees covered by this Agreement.
2. "Special Benefit Plan 3" will be the exclusive plan available for all employees covered by this Agreement on July 1, 2009, who elect Maine Public Employees Retirement System pension benefits.
3. All employees covered by this Agreement participating in other Maine Public Employees Retirement System pension plans as of July 1, 2009, will be transferred to "Special Benefit Plan 3."

ARTICLE 31 - SURVIVOR BENEFITS

The City agrees to continue to extend the provisions of the survivor benefits section of the Maine Public Employees Retirement Law to all employees of the Police Department within this bargaining unit.

ARTICLE 32 - CLOTHING ALLOWANCE/OTHER EXPENSES

A. Clothing Allowance

1. The City will pay \$400 per fiscal year for acquisition and replacement of clothing and accouterments with the approval of the Police Chief or the Chief's designee. If the Chief has authorized the purchase of a piece of clothing or equipment that has not been bid through the City's purchasing procedure, employees will be permitted to purchase said equipment or clothing through the lowest retail or wholesale provider, provided the equipment or clothing meets departmental specifications (e.g. make, model etc.) and the supplier will accept a City purchase order. Effective July 1, 2011, remaining clothing allowance balances may be rolled over to the next fiscal year and added to the amount available in that fiscal year.
 - a. Effective July 1, 2012, the clothing allowance will increase to \$415 per fiscal year.
 - b. Effective July 1, 2013, the clothing allowance will increase to \$430 per fiscal year.
2. The City will pay additional costs incurred as a result of changes in uniforms as required by the Chief of Police.
3. The City agrees to pay 100 percent on the cost of repair or replacement of civilian clothing and accouterments worn by employees and uniforms of employees damaged and destroyed in the performance of duties, provided said employee was not acting in a negligent manner or in violation of any departmental rule. Such personal loss shall be reported to the Chief or designated authority prior to the end of said employee's regular tour of duty.

B. Mileage Reimbursement

Reimbursement for an employee's use of their personal vehicle for City-authorized business shall be paid at a per mile rate pursuant to the City Ordinance. Employees are responsible for submitting a record of the business mileage to their immediate supervisor who must review and approve the mileage worksheet and submit the reimbursement request to the Chief's office for final approval.

ARTICLE 33 - HEALTH AND FITNESS

In order to promote the fitness and health of employees of this unit, the City agrees to waive the membership fees and daily user fees for the South Portland Municipal Golf Course and Municipal Pool. Employees shall be permitted to utilize such facilities during the normal operating hours of those municipal fitness facilities.

ARTICLE 34 - SAVINGS CLAUSE

If any provision of this Agreement shall be contrary to any laws of or a City Ordinance, such invalidity shall not affect the validity of the remaining provisions.

ARTICLE 35 - TERM OF AGREEMENT

- A. The provisions of this Agreement shall describe the rights of the parties from July 1, 201~~1~~4 through June 30, 201~~4~~5, provided however, that if the City Council of the City of South Portland shall not ratify it within twenty-one (21) days from the date it first considers it, this Agreement shall be invalid for all purposes.

- C. The City shall be under no obligation to negotiate with the Association during the term of this Agreement unless mutually agreed upon.

SIGNATURE PAGE

IN WITNESS THEREOF, the parties have hereunto set their respective hands and seals this _____ day of _____, 201~~1~~4.

SOUTH PORTLAND POLICE COMMAND
AND SUPERVISORY UNIT
MAINE ASSOCIATION OF POLICE

CITY OF SOUTH PORTLAND, MAINE

William McKinley, Esquire
Maine Association of Police

James H. Gailey
City Manager

Lt. Frank Clark
Shop Steward

Donald I. Brewer
Human Resources Director

Sgt. Steven Webster
Shop Steward

Edward Googins
Police Chief

APPENDIX A

Addendum to Article 24, Unused Sick Leave Upon Retirement

Section A, 1:

Frank Clark
Todd Bernard
Christopher Cook
Todd Barlow
Steve Webster
Joseph Dell'Aquila
Thomas Simonds
Paul Lambert
John Sutton

Section A, 2:

To be determined, based upon future promotions