

South Portland City Council  
***Position Paper of the City Manager***

***Subject:***

**ORDER #20-14/15 – Authorizing the City Manager to sign a collective bargaining agreement with the South Portland Police Patrol 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 Patrol Association for the period of July 1, 2014 to June 30, 2015.

The provisions in the tentative agreement are consistent with City Council guidance received 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 #20-14/15.

  
City Manager

**CITY OF SOUTH PORTLAND, MAINE**

**Memorandum**

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**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 Patrol Association Collective Bargaining Agreement for July 1, 2014 to June 30, 2015**

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The City administration has reached a tentative agreement on a successor collective bargaining agreement with the South Portland Police Patrol Association which represents the City's forty-two (42) police officers below the rank of Sergeant.

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 Association. 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 2 – UNION RECOGNITION AND NON-DISCRIMINATION**

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

**Article 16 – WAGES**

- 2.0% base wage increase, retroactive to July 1, 2014

**Article 17 – HOURS AND OVERTIME**

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

**Article 19 – HEALTH INSURANCE**

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

**Article 22 – SICK LEAVE**

- Police officers hired on or after July 1, 2008, may carry over unused sick leave on Dec. 31<sup>st</sup> of each year to a reserve sick leave bank to be capped at 15 days or 120 hours, to be used for extended illness, FMLA or disability leaves of absence after the annual 10 sick leave days have been used.

**Article 33 – TERM OF AGREEMENT**

- July 1, 2014 to June 30, 2015

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*The projected fiscal note for FY 2015 is \$54,004; 1.58% 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. LINSOTT

\_\_\_\_\_

District Four  
LINDA C. COHEN

\_\_\_\_\_

District Five  
GERARD A. JALBERT

\_\_\_\_\_

At Large  
MAXINE R. BEECHER

\_\_\_\_\_

At Large  
THOMAS E. BLAKE

**IN CITY COUNCIL**

**ORDER #20-14/15**

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

Fiscal Note: 2015 - \$54,004

Dated: September 3, 2014

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**CITY OF SOUTH PORTLAND, MAINE**

**AND THE**

**SOUTH PORTLAND POLICE  
PATROL ASSOCIATION**

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

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This Agreement made and entered into by and between the CITY OF SOUTH PORTLAND, hereinafter referred to as "CITY," and the SOUTH PORTLAND POLICE PATROL ASSOCIATION, hereinafter referred to as "ASSOCIATION."

## 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, entitled "An Act Establishing the Municipal Public Labor Relations Law" and pursuant to the provisions of the Personnel Policy of the City of South Portland, this Agreement is made and entered into by and between the City of South Portland, Maine, and the South Portland Police Patrol Association.
- 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 South Portland Police Patrol Association herein bind themselves in mutual agreement as follows:

## ARTICLE 2 - UNION RECOGNITION AND NON-DISCRIMINATION

- A. The City recognizes the Association as the sole and exclusive bargaining representative of all police officers in the South Portland Police Department below the rank of Sergeant for the purposes of bargaining for hours of work, wages, working conditions, and all other terms and conditions of employment. Animal control officers, dispatchers, janitors, mechanics and office help are herewith excluded from this Agreement.
- B. The exclusive bargaining rights set forth in the previous paragraph include, among other things, the responsibility of the Association to (a) extend to all police officers below the rank of Sergeant 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; (b) practice no discrimination against non-Association employees; and (c) allow a non-Association employee to take up the employee's own grievance with the City, provided the Association is notified and is allowed to be present to protect their rights under said Agreement.
- C. No employee covered by this Agreement shall be favored or discriminated against **by the City or the Association** because of race, creed, color, age, sex, sexual orientation, **gender**, national origin, **ancestry**, religion, **genetic information**, physical and mental disability, except where such disability, even with reasonable accommodation, disqualifies an individual for a particular position, workers' compensation history, whistle blower history, previous or present union activities or union membership.

## **ARTICLE 3 - ASSOCIATION DUES**

### **A. Association Dues**

1. So long as there is a collective bargaining agreement in effect between the City and the Association, the City agrees to deduct monthly dues from the pay of each employee who voluntarily signs a check-off authorization in the form hereafter set forth until such time as the City receives a written notice of revocation as described later below.
2. Any employee covered who does not voluntarily agree to dues deduction shall be assessed a fair share charge of 80% of normal dues.
3. Employees covered by this bargaining unit who refuse to pay either dues or a fair share shall not receive services of the Association for processing grievances, unless they pay reasonable fees for such services, including attorney's fees, arbitrator's fees and expenses incurred by the Association. Failure to pay under this provision will not result in disciplinary action.
4. Authorization for such deductions shall be irrevocable for the period of this Agreement, and shall be automatically renewed for successive similar periods unless revoked by written notice to the employer and to the Association fifteen (15) days prior to the expiration of this Agreement or any extension thereof.

### **B. Premium Contribution Withholding For Union Sponsored Dental Plan**

1. Upon the receipt of a signed authorization form from an employee, a regular weekly premium withholding amount for the purchase of an Association sponsored Dental Plan shall be deducted from such employee's pay. The Association's Representative shall notify the Finance Director of the City of South Portland by certified mail of the amount of weekly premium contributions to be deducted. Deductions shall be made each payday and shall be remitted by the City to the designated financial officer of the Association.
2. The Association shall indemnify the City and any Department of the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action or inaction of the City or any Department of the City for the purposes of complying with the provisions of this Article.

## **ARTICLE 4 - 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's representatives and the names of the Grievance Committee within thirty (30) days of the date of appointment or election. It shall be the duty of the Association to keep this list of names.



B. Association Bulletin Boards

1. The City agrees to furnish and maintain one (1) suitable bulletin board in a convenient place to be used by the Association.
2. The Association shall limit its posting of notices and bulletins to such bulletin board.

C. Association Activities on City Time and Premises

The City agrees that during working hours, on the City's premises, and without loss of pay, Association representatives shall be allowed to: post Association notices; transmit communications authorized by the local Association or its officers to the City or its representative; consult with the Chief of Police, the Chief's representative, local Association officers, or other Association officers, or other Association representatives concerning the enforcement of any provisions of this Agreement within reasonable limits.

D. Visits By Association Representatives

The City agrees that accredited representatives of the South Portland Police Patrol 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 or designee.

**ARTICLE 5 - STRIKES AND SLOWDOWNS PROHIBITED**

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

**ARTICLE 6 - RESIDENCE REQUIREMENT/COMMUTE TO WORK**

- A. The employees of the Police Department must reside within an area to be able to respond to emergency conditions within forty-five (45) minutes. Any Police Officer who has not established a residence as stated above prior to the end of the Officer's probationary employment shall be rejected as a permanent employee of the Officer's department and shall be subsequently dismissed.
- B. In the event that an employee has a mechanically disabled vehicle and has no alternative transportation to work, or because of heavy snow conditions, an employee may contact the on-duty shift commander to request transportation to work. The Shift Commander shall then make reasonable effort to arrange transportation for the employee by a regularly scheduled on-duty unit. Because transportation is on an "as available" basis, the employees recognize that calls for transportation to work may be unavailable if less than two hours advance notice is given, or if emergencies tie up available units.

Employees may be picked up and transported to work for other emergency purposes than the two listed above with the approval of the Chief or designee. Such reasons for approval shall not become a practice or precedent under this Article, or Article 10 – Prior Practice. This section shall only apply to those employees who reside in South Portland. Commuting time shall not be considered hours worked for purposes of pay or overtime.

#### **ARTICLE 7 - PROBATIONARY PERIOD**

- A. All employees who complete the probationary period shall be known as regular employees; and effective as of the date of this Agreement, the probationary period shall be considered part of the seniority time, provided, however, the City shall have the right to terminate without compliance with the terms of this Agreement the employment of such new employees within the probation period.
- B. All new employees who are duly certified by the Maine Criminal Justice Academy shall serve a probationary period of one (1) year and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement. All new employees who receive a waiver from the Maine Criminal Justice Academy waiving the basic training requirements shall serve a probationary period of one (1) year from the effective date of the waiver and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement. For those employees required to attend the Maine Criminal Justice Academy, the probationary period shall be one (1) year, beginning from the time the officer graduates from the Maine Criminal Justice Academy, and the officer shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement.
- C. All new “lateral hires” under Article 16(F) shall be subject to this Article. The probationary period begins on date of hire or date of certification whichever comes last.

#### **ARTICLE 8 - SENIORITY**

- A. It is agreed that seniority shall be determined for employees of this bargaining unit by length of full-time service in the South Portland Police Department.
- B. Patrol Assignment
  - 1. Excluding special assignments and support services, patrol assignments shall be determined annually. Assignments shall be determined by seniority, except that a patrol officer may indicate in writing on a form provided by the City not later than November 15th of each year preference for a patrol assignment. The form shall be submitted to the designated representative of the Police Chief.
  - 2. The effective date of patrol assignments shall be the first "swing day of the shift rotation" effective after January 1st of each year.

3. In the event that a police officer returns to a patrol assignment for any reason after the implementation of the annual patrol assignment, the police officer shall be assigned by considering the officer's preference and seniority. Any impacted police officer shall then be reassigned based on seniority.
  4. Once an officer accepts a preference bid, the officer shall be so assigned until the effective date of the next annual bid, except that a reassignment by the Chief or designee may occur for cause. In the event of a reassignment, the officer shall be assigned according to seniority.
  5. Modification or termination of this bid system shall occur by mutual written agreement between the Association and the City. The effective date of any modification or termination shall be thirty (30) days from the signing of the written agreement unless otherwise stated.
- C. The utility officer's assigned work schedule shall be consistent with the hours of the employee's shift as a patrol officer.
- D. The scheduling and selecting of the Canine Officers and traffic car assignments shall be at the Chief's or designee's discretion.
- E. The City agrees to furnish the Association with a list of employees with their length of service within thirty (30) days after signing this Agreement.
- F. An employee shall not forfeit seniority during absence caused by illness or accident outside of the working hours.
- G. The city and the association agree that the trial period for the team schedule concept is completed and that the team schedule will be adopted on a permanent basis, subject to the following provisions:
1. With this agreement, on-duty hours of SRT members will be adjusted to accommodate minimum training needs, if scheduling allows
  2. Employees may elect to adjust on-duty hours to attend training, if scheduling allows. The decision to adjust hours will not be held against the employee nor will it be precedent setting for purposes of establishing prior practice.
  3. Modification or termination of the team schedule shall occur by mutual written agreement between the association and the city. The effective date of any modification or termination shall be thirty (30) days from the signing of the agreement, unless agreed upon.

## **ARTICLE 9 – PERSONNEL REDUCTION**

In case of layoff or rehiring, employees with the longest seniority shall be laid off last and rehired first. If an employee is laid off, the employee shall retain seniority for twelve (12) months from date of layoff. Any Command or Supervisory Personnel who return to the rank of Patrol Officer as a result of personnel reduction shall have seniority determined by the length of full time service in the South Portland Police Department.

#### **ARTICLE 10 – PRIOR PRACTICE**

- A. The City agrees that all conditions of employment relating to wages, hours and working conditions shall be maintained at not less than the standards in effect at the time of signing this Agreement. The conditions of employment shall be approved wherever specific provisions for improvements are made elsewhere in this Agreement. It is understood and agreed that the provisions of this section shall not apply to inadvertent or bonafide errors made by the City or the Association if such is corrected within ninety (90) days from the date of error discovery. Further, it is understood and agreed that this section shall not apply to any practice enjoyed by employees which is not wages, hours or working conditions, and, further, is not a condition of employment which is long standing, consistent and uniform throughout the department and is known to the employer.
- B. This provision does not give the City the right to impose or discontinue wages, hours or working conditions less than those contained in the Agreement and does not give the Association the right to limit management rights except as herein stated.

#### **ARTICLE 11 – GRIEVANCES AND ARBITRATION**

- A. No employee shall have or exercise any of the authorities, powers, or duties of a representative in dealing with the employer unless the Association files written notice of this appointment with the employer.
- B. Representatives shall be permitted to adjust grievances during working hours, provided, however, that no Representative shall leave the Representative's regular work for the purpose of adjusting grievances without reporting to and obtaining the permission of the Representative's supervisor. Time spent in handling grievances shall not be unreasonable or exclusive.
- C. For the purpose 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 of settlement shall be in the following order and manner:
  - 1. The Representative, with or without the employee, shall take up the grievance or dispute with the Chief of the department within thirty (30) days after the date of the grievance or the employee's knowledge of its occurrence. The Chief shall attempt to adjust the matter and shall render a decision to the Representative in writing within fourteen (14) days;

2. If said grievance has not been settled the Association Representative or an appropriate Association Grievance Committee shall present it in writing to the City Manager or designee within fourteen (14) days after the Police Chief's decision is rendered. The City Manager or designee shall render a decision to the Association or its Grievance Committee in writing within fourteen (14) days after presented to the City Manager or designee;
  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 attempt to agree on a single arbitrator. In the absence of mutual agreement, the grievance shall be submitted 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.
- D. It is suggested that, for orderly handling of all police business, and for the prevention of grievances that might arise, there be a monthly meeting held between the Chief of Police and the Representatives appointed by the said Association.

## **ARTICLE 12 – 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 violation of department rules, inefficiency, incompetence, misconduct, negligence, insubordination, disloyalty, or other charge shall first be preceded by a meeting between the charging party, the charged party, and an Association representative 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 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 member 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.

### **ARTICLE 13 – COMPLAINTS FROM THE PUBLIC**

Any complaint from the public shall be handled in accordance with the present policy of the department established by the Chief of Police. Any complaint that may result in the suspension of an officer shall be in writing. No written reprimand shall remain in an employee's personnel folder in excess of one (1) year provided there is no recurrence within one year. It is the responsibility of the employee to notify the Chief of Police in writing that the written reprimand be removed after one (1) year.

### **ARTICLE 14 – LEGAL PROTECTION**

The City shall provide police professional liability coverage for employees covered by this Agreement to the extent of limits as stated in said policy of insurance. Such policy shall cover the employee when sued for damages as a result of acts as stated, defined and limited in said policy which arise out of and in the regular course of duty. The limits of liability coverage shall be stated, defined and limited in said policy and shall be the following minimum amounts: each incident \$400,000 and policy period aggregate of \$1,000,000.

### **ARTICLE 15 – MANAGEMENT RIGHTS AND DEPARTMENTAL RULES**

- A. No policies or procedures covered in this Agreement shall be construed to delegate, to alter, or to reduce or 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 ordinance adopted by the Council, recommending an annual budget, or the proper performance of all executive departments.
  - 2. The responsibility of the Council for the enactment of ordinances, the appropriation of money and final determination of employee compensation.
  - 3. The responsibilities of the department for establishing rules, initiating disciplinary actions, certification of payrolls, and the reviewing of appointments in the police service of probationers in accordance with this Agreement.
  - 4. The responsibilities of the City governed by Charter provisions, ordinances, and departmental rules and as limited by the provisions of this Agreement are:
    - a. To recruit, assign, transfer, or promote employees to positions within the department;

- b. To suspend, demote, discharge, or take other disciplinary action against employees for just cause;
- c. To relieve employees from duties because of lack of work or lack of funds on a seniority basis;
- d. To determine methods, means and personnel necessary for departmental operations;
- e. To control the departmental budget; and
- 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 operation.

C. Adequate procedures having been provided for the equitable settlement of grievances originating out of this Agreement, the parties hereto agree that there will not be and that the Association, its officers, members, agents, or principals will not engage in work stoppages, slowdowns or strikes.

### ARTICLE 16 – WAGES

#### A. Base Hourly Wages

	Experience	<del>7-3-11</del>	<del>12-31-11</del>	<del>6-30-12</del>	<del>6-29-13</del> <u>7-1-14</u>
		0%	2.0%	1.5%	1.5 <u>2.0</u> %
	Start	<del>\$17.69</del>	<del>\$18.04</del>	<del>\$18.31</del>	<del>\$18.59</del> <u>18.96</u>
	After 1 year	<del>\$18.89</del>	<del>\$19.27</del>	<del>\$19.56</del>	<del>\$19.85</del> <u>20.25</u>
	After 2 years	<del>\$20.00</del>	<del>\$20.40</del>	<del>\$20.71</del>	<del>\$21.02</del> <u>21.44</u>
	After 3 years	<del>\$21.47</del>	<del>\$21.90</del>	<del>\$22.23</del>	<del>\$22.56</del> <u>23.01</u>
	After 5 years	<del>\$22.47</del>	<del>\$22.92</del>	<del>\$23.26</del>	<del>\$23.61</del> <u>24.08</u>
	After 10 years	<del>\$23.50</del>	<del>\$23.97</del>	<del>\$24.33</del>	<del>\$24.69</del> <u>25.18</u>
	After 15 years	<del>\$23.93</del>	<del>\$24.41</del>	<del>\$24.77</del>	<del>\$25.15</del> <u>25.65</u>
	After 17 years	<del>\$23.93</del>	<del>\$24.41</del>	<del>\$25.27</del>	<del>\$25.65</del> <u>26.16</u>
	After 20 years	<del>\$24.47</del>	<del>\$24.96</del>	<del>\$25.84</del>	<del>\$26.23</del> <u>26.75</u>

## B. Definitions

The definition of “base rate of pay” and “regular hourly rate” for purposes of this Agreement shall include the rate of pay for employees covered by this Agreement and shall also include a prorated portion of an employee’s earned incentives as described in section C (1) through (13) of this Article.

## C. Incentives/Stipends

In addition to the wages included in this Agreement, employees will be eligible to receive the following respective weekly wage adjustments that will be paid only to the officer assigned and not to the officer covering the assignment on a temporary basis:

1. Detective/Youth Aid Officer/School Resource Officer/Community Response Officer

Any employee of the Police Department who may be classified as the “Detective”, “Youth Aid Officer”, “School Resource Officer”, or “Community Response Officer” shall receive fifteen (\$15.00) dollars additional compensation per week.

2. Polygraph Operator

Any employee classified as a “Polygraph Operator” shall receive fifteen (\$15.00) dollars additional compensation per week.

3. Technician

Any employee classified as a “Technician” shall receive fifteen (\$15.00) dollars additional compensation per week. The department shall provide a specific uniform patch or identification to distinguish the employee. The word “technician” does not include scuba divers, but only those employed in photography or fingerprinting.

4. Court Officer

Any employee classified as a “Court Officer” shall receive fifteen dollars (\$15.00) additional compensation per week. (July 20, 1998 side letter)

5. Officer Friendly

If an officer within the Patrol Division is assigned to provide Officer Friendly curriculum to schools and is not already receiving a specialty stipend, that officer shall receive a fifteen dollar (\$15.00) stipend for the full weeks worked in that capacity up to a maximum of nine (9) weeks per year. (July 20, 1998 side letter)



6. Utility Officer

Any employee classified as a “utility officer” shall receive nine dollars (\$9.00) additional compensation per week.

7. Canine Officer/Footbeat Officer

Any employee classified as a “Canine Officer” or a “Footbeat Officer” shall receive nine (\$9.00) dollars additional compensation per week.

8. All of the above designations (1 through 7) shall be made at the discretion of the Chief of Police or designee. In the event an employee loses any of the above named designations, said employee shall also lose the additional fifteen (\$15.00) dollars, or in the case of “utility,” “canine” and/or “footbeat” officer, nine (\$9.00) dollars per week.

a) Effective with the first pay period in July 2012, the weekly incentive/stipend for designations (1 through 5) will increase to \$18.00. Designations (6 and 7) will increase to \$10.00.

b) Effective with the first pay period in July 2013, the weekly incentive/stipend for designations (1 through 5) will increase to \$20.00. Designations (6 and 7) will increase to \$12.00.

9. In no event shall an employee hold more than two of the following designations: Detective, Polygraph Operator, Technician, Canine/Footbeat Officer, Court Officer, or Officer Friendly.

10. Educational Incentive

a. Upon completion of two (2) years in the South Portland Police Department, employees holding an Associate’s degree, or sixty (60) credit hours towards an approved Bachelor’s degree, shall receive an additional \$0.23 per hour.

b. Employees who have completed two (2) years of service in the South Portland Police Department and hold a Bachelor’s degree shall receive an additional \$0.38 per hour.

c. Employees who have completed two (2) years of service in the South Portland Police Department and hold a Master’s degree shall receive an additional \$0.43 per hour.

11. Physical Fitness

- a. In the event that a participating employee is injured at the time of the fitness test, 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 for any reason to take the second scheduled test, 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.
  
- b. **Maine Criminal Justice Academy Physical Fitness Standard**
  1. 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 dollars (\$20.00.)
  2. Any police officer in the bargaining unit not covered by subsection b (1) above who passes the Maine Criminal Justice Academy’s physical fitness test shall receive a stipend of \$20.00 per week.
  3. In the event that a participating employee covered under this subsection b is (1) injured at the time of the fitness test or (2) fails the 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 officer did not successfully complete the second test.
  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.

- c. 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 (b,1) above.

## 12. Voluntary EMS Licensure

- a. \$15.00 per week
- b. 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/recertification 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.

## 13. 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 from July 1, 2010 to June 30, 2011.

Effective the first pay period in July 2011, the 3% Recruitment and Retention stipend 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 or other wage enhancements, multiplied by the employee's regularly scheduled weekly hours of work, not including overtime hours.

## D. 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 from time to time.

E. Method of Payment

Wages shall be paid through direct deposit to the financial institutions designated by the employee.

F. Lateral Hires

The City may hire experienced patrol officers (“lateral hires”). The City may start lateral hires at one of the more experienced step pay rates contained in this Article.

Starting pay for lateral hires may not exceed the five (5) years experience step. The City shall have the unrestricted right to establish starting pay for lateral hires at between the “start” step and the five (5) years experience step.

Newly hired lateral hires start work with the City with no City service time (no seniority) even if receiving pay at a pay step above “start.” That is, any lateral hire will have to work for the City for the requisite number of years to reach the next pay step. For example, a newly hired lateral hire receiving pay at the five (5) years experience pay step would have to work for the City for ten (10) years before advancing to the 10 year step.

New lateral hires are subject to the probationary period in Article 7.

## **ARTICLE 17 – HOURS AND OVERTIME**

A. Hours

1. Except for utility officers, special assignments and assignment changes, five consecutive days in any seven (7) day period shall constitute a normal work week. Eight (8) consecutive hours in a regular work shift shall constitute a normal day’s work for employees. By mutual written agreement, the City and the Association may modify this provision.
2. The Chief or designee shall schedule utility officers for fixed days off when not filling in for vacations. The maximum any employee covered by the Agreement shall work as Utility Officer shall be a total of thirteen (13) weeks in any calendar year. The utility assignment shall be rotated among all patrol officers within the same shift. Selection shall be made from officers whose days off were Thursday and Friday and who are rotating to Wednesday and Thursday days off. In the event that more than one officer is involved, the officer who has the most recent assignment as a utility officer shall not be selected. Patrol officers do not include officers assigned to support services, or special assignments. An employee assigned to the utility function shall assume the days off of the officer for which the employee is covering. Upon returning to the patrol function, that person shall be rotated backwards into the days-off schedule toward the beginning of the calendar week from Wednesday/Thursday days off up to and including being assigned the days off of Saturday/Sunday. An

officer returning from the utility officer assignment shall not be assigned Wednesday/Thursday as the officer's days off.

3. At the Chief's or designee's discretion, police officers may be assigned to footbeat assignments. This footbeat shift assignment shall consist of eight (8) consecutive hours and shall be consistent with the hours of the officer's shift as a patrol officer. In the event that no officer within the shift volunteers to fill the footbeat assignment, the assignment will be made by inverse seniority.

B. Overtime

1. 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 times the sum of the base hourly rate.
2. Employees assigned to the Patrol, Detective or Support Services Division may earn and accrue up to a maximum of forty (40) 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 the number of eligible overtime hours worked and as defined by "hours worked" within this section of Article 17. Such time off shall be scheduled in the same manner as a single vacation day. **The ultimate decision to grant compensatory time in lieu of paid overtime shall be made by the Chief of Police, or designee. Compensatory time 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.**
3. For the purposes of this section, "hours worked" shall mean ~~only the hours actually worked.~~ **only 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.**
4. For the purposes of this section "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 as set forth in Article 27;
  - 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 is not actually worked.
5. Employees called back to work shall receive a four (4) hour minimum guarantee at time and one half (1.5) for the work for which they are called back. The provision does not apply to regularly scheduled training programs and/or classes and meetings. Employees scheduled for training programs, classes or meetings shall receive a minimum two (2) hour guarantee. Regularly scheduled training programs and/or classes, but not meetings, shall be paid at straight time but shall be counted as hours worked in calculating the forty (40) hour work week but not in calculating the eight (8) hour work day, for purposes of establishing payment for overtime hours. The above four (4) hour minimum guarantee provision will, however, apply to all policed functions such as parking lot jobs, road jobs, dances, and ball games. Overtime will be divided equally among all employees so far as possible; the Chief of the Department or designee shall maintain an overtime roster. Support service may work patrol after patrol turns down all overtime.
6. Employees shall provide security for City Council meetings at management's request. In the event that this assignment would have the effect of dropping the number of patrol cars on the road to below four (4,) the Chief or designee shall fill the assignment by overtime.

### C. Shift Cycle

1. On shift cycle change, except for utility officers, footbeat, traffic car, special assignment (including support services) and assignment changes, each person's day off will rotate back as follows:
- a. Employees with Saturday and Sunday off will rotate to having Thursday and Friday off.
  - b. Employees with Thursday and Friday off will rotate to having Monday and Tuesday off.
  - c. Employees with Monday and Tuesday off will rotate to having Saturday and Sunday off.
2. The shift cycle change will be the first Monday of each January and run for thirteen (13) weeks.
3. During a payroll period in which a shift change occurs, employees who are required to work forty-eight (48) hours will be compensated at their regular rate for forty (40) hours and have four (4) hours of compensatory time placed in their

compensatory time-off account. It shall be the employee's responsibility to file a slip requesting the compensatory time be credited. (July 27, 1998 side letter)

4. During a payroll period in which a shift change occurs employees who are only required to work thirty-two (32) hours will be compensated at their regular rate for forty (40) hours. (July 27, 1998 side letter)

D. Court Pay

Employees who are required to make an off-duty attendance at court shall receive their base hourly rate at time and one-half for the time spent in court, with a minimum of three (3) hours pay at time and one-half for each such attendance. All payments from the court shall be submitted directly to the City.

E. Outside Overtime

1. Outside overtime jobs relating to City projects, or school events, including but not limited to athletic events, school dances, and City construction projects, shall be assigned from the outside overtime list. In the event nobody from the list is available, volunteers may be sought from off the list. If no volunteers are available, the job will be filled by forcing from the outside overtime list. If the outside overtime list has been exhausted, (e.g. all officers are already working,) then the job may be forced from the in-house overtime list. In the event an officer is forced from the in-house overtime list, then that officer will receive credit for the force on his/her shift's force list. (May 24, 1999 side letter)
2. Non-City or school related outside overtime jobs shall only be offered if such jobs can be force filled in the event they cannot be filled voluntarily.

## **ARTICLE 18 - 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 or designee, provided that someone will be available at all times with reasonable notice.

## **ARTICLE 19 - 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 and benefits 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 federal or state governments or 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.

- a. If the Association elects prior to January 1, 2004 to change to the "Comprehensive Health Insurance Plan" offered by M.M.A., the following language shall be added to this provision:
  - b. The City agrees that in no event shall the employee's annual premium contribution towards health insurance exceed fifteen percent (15%) of the total annual cost of the health insurance premium. The total annual cost of the health insurance premium is the sum of the employer's share and the employee's share, or effectively the rate charged by the insurer.
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(ies,) 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. 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.

5. 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 the employee 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 ( $\frac{1}{2}$ ) 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 her/his regular paycheck.

B. Life Insurance

All life insurance shall remain in force for the duration of this Agreement.

C. Employee Paid for Dental Plan

City agrees to provide for payroll deduction for an employee paid for dental insurance program. Said employee-paid dental insurance program shall be offered as long as a sufficient number of employees within this unit, and/or other collective bargaining units or non union employees participate in order to meet any minimum participation level established by the dental insurer.

If said policy expires and no similar program is available, the city is not bound to provide dental insurance coverage.

## **ARTICLE 20 - SICK LEAVE**

- A. Sick leave shall be guaranteed at the rate of fifteen (15) days per year; accumulation shall be unlimited.

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

1. Personal illness or physical or mental incapacity of such a degree as to render the employee unable to perform the duties of the employee's position, unless other work in the Police Department which the employee is capable of doing is available and the Police Chief or designee assigns the officer to such other work. If requested by the Chief or designee, the employee shall furnish a certificate from the attending physician. If the Chief or designee 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.

2. In the event that a spouse and/or child is physically or mentally incapacitated to a degree that the employee is required to attend such incapacitated spouse and/or child.
3. Each calendar year, employees will be permitted to utilize up to three (3) sick leave days per calendar year without the necessity of meeting the requirements of sections B (1) and B (2) of this Article. Such time off shall be requested and scheduled with the permission of the Chief of Police or 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 an employee's sick leave balance.

C. Sunset Provision

Article 20 applies only to employees hired prior to July 1, 2008. Employees hired on or after July 1, 2008, are entitled to sick leave only as provided in Article 22.

**ARTICLE 21 - UNUSED SICK LEAVE UPON RETIREMENT AND/OR RESIGNATION**

- A. An employee hired on or prior to June 30, 2008, 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 one-half the number of days of accumulated, unused sick leave.
- B. An employee who retires or resigns from service and has under seventy-five (75) days of accumulated sick leave will receive no payment for unused sick leave.
- C. Effective July 1, 2010, for employees who elect early retirement, 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.
- D. In the event of the death of the employee, the beneficiary will receive the monetary value as set forth in Section A of this Article.
- E. Sunset Provision

Article 21 applies only to employees hired prior to July 1, 2008. Employees hired on or after July 1, 2008, may not accrue, use and cash out sick leave except as provided in Article 22.

Employees hired on or after July 1, 2008, may not take early retirement as defined in Article 21.

## ARTICLE 22 – SICK LEAVE

- A. This Article provides the exclusive source for sick leave rights for employees hired on or after July 1, 2008.
- B. Employees hired between July 1, 2008 and December 31, 2008 will be credited with five (5) sick days for use in 2008 only. Those five (5) sick days may be used for the reasons identified in subparagraph D below only. On December 31, 2008, all unused sick days provided under this subparagraph will be deleted and not carried over to the following year. No payment will be made to the employee for unused sick days under this subparagraph. On and after January 1, 2009, sick pay is governed by subparagraph C through F below.
- C. Employees hired on or after July 1, 2008, will be credited with ten (10) sick days per year starting January 1, 2009.
- D. Sick leave may be used for the following reasons only:
  - 1. Personal illness or physical or mental incapacity of such a degree as to render the employee unable to perform the duties of the employee's position, unless other work in the Police Department which the employee is capable of doing is available and the Police Chief or designee assigns the officer to such other work. If requested by the Chief or designee, the employee shall furnish a certificate from the attending physician. If the Chief or designee 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.
  - 2. In the event that a spouse and/or child is physically or mentally incapacitated to a degree that the employee is required to attend such incapacitated spouse and/or child.
  - 4. Each calendar year, employees may utilize up to three (3) sick leave days per calendar year without meeting the requirements of ~~(E)(1)~~ and ~~(E)(2)~~ above. Such time off shall be requested and scheduled with the permission of the Chief of Police or designee in the same manner as single vacation days. Such time off may or may not be granted in the exclusive discretion of the Chief of Police or designee, and will not be granted if it causes overtime to be incurred. Such time will be charged to the employee's sick leave balance.
- E. 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.

**F. Effective January 1, 2014, as an option to the above Section E, 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 illness, 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.**

**FG.** 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.

**GH.** 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.

F. 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.

G. 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 23 - 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 standard base rate of pay, plus educational and fitness incentives consistent with Article 16 - WAGES, while any incapacity exists and until they are either placed on disability retirement or return to active duty.

B. After a period of six (6) months from the date of injury, an employee who continues to receive compensation paid under the Workers' Compensation Act shall receive supplemental pay from the City so that the sum of the workers' compensation benefits and supplemental payment equals the employee's standard base rate of pay according to Article 16 - Wages, provided the employee was not acting in a negligent manner or in violation of any departmental rule. Such supplemental pay shall not be charged to an employee's accumulated sick leave. In such cases the employee shall immediately sign over to the City any payment for compensation. The employee shall be provided with an amended W-2 form to reflect any workers' compensation benefit and shall receive a cash reconciliation the first of the following year covering any over payment of social security during the preceding year due to workers' compensation payment.

- C. Beginning twelve (12) months from the date of injury, an employee who continues to be out on workers' compensation shall not continue to earn or accrue additional holidays, or vacation days until the employee returns to active duty.
- D. An employee who is out on workers' compensation leave, performing a light duty assignment or otherwise has not returned to regular active duty shall retire upon the effective date of eligibility for retirement under the Maine Public Employees Retirement System, or in the case of an employee who is not a participant in the Maine Public Employees Retirement System, not later than upon reaching the twenty-fifth (25th) year anniversary of service within the South Portland Police Department.
- E. The City shall assign alternate work to members of the patrol Bargaining Unit when they are unable to perform their normal duties as a result of an on-duty injury/illness. (November 14, 1997 side letter)
- F. Such alternative work assignments will meet any restrictions outlined by medical practitioners and be commensurate with the hours the officer is assigned at the time of the injury/illness. Assignment to a more senior shift may occur if no other officer is displaced as a result of the temporary assignment. (November 14, 1997 side letter)

#### **ARTICLE 24 – EXTRAORDINARY INCIDENTS**

When an “extraordinary incident” causes an employee covered by this Agreement to lose time from work due to incapacity, he or she will be paid “regular wages” for the duration of the incapacity, offset by workers' compensation benefits received.

The Police Chief or designee with the approval of the City Manager or designee shall have the unrestricted right to determine whether an “extraordinary incident” has occurred, and whether it caused and is causing incapacity.

As used in this paragraph “regular wages” means the employee’s regular hourly rate identified in Article 16(A), not including stipends or other wage enhancements, multiplied by the employee’s regularly scheduled weekly hours of work, not including overtime hours.

Incapacity caused by an “extraordinary incident” shall not be charged to the employee’s accrued sick leave.

#### **ARTICLE 25 - OFF-DUTY INJURIES**

- A. If an employee of the police unit, while off duty, is called into a situation 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.

- B. It is the intention of the City to offer alternate work assignments to members of the Patrol Bargaining Unit when they are temporarily disabled and unable to perform their normal duties as a result of off-duty injury/illness. (November 14, 1997 side letter)
- C. It is the intention of the City to offer short-term alternate work assignments to members of the Patrol Bargaining Unit when they are temporarily unable to perform their normal duties as a result of elective surgery. Elective surgery in this case, is defined by past practice set prior to the signing date of this agreement. (November 14, 1997 side letter)
- D. Such alternative work assignments will meet any restrictions outlined by medical practitioners and be commensurate with the hours the officer is assigned at the time of the injury/illness. Assignment to a more senior shift may occur if no other officer is displaced as a result of the temporary assignment. (November 14, 1997 side letter)

### **ARTICLE 26 - VACATIONS**

- A. Effective January 1, 1994, all permanent employees covered by this agreement who have more than one (1) year of service and less than five (5) 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. Employees with less than one (1) year seniority shall receive no vacation.
- B. Effective January 1, 1994, all employees covered by this Agreement who have completed five (5) years of service but less than (12) years of service shall be entitled to a vacation of three weeks during the calendar year. Entitlement to vacation shall be determined as of the first day of the calendar year.
- C. Effective January 1, 1989, 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) weeks during the calendar year. Entitlement to vacation shall be determined as of the first day of the calendar year.
- D. Effective January 1, 1989, 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. Vacations shall be scheduled according to present practices. Vacations of one (1) week or more in duration must have the approval of the Chief of Police or designee as to scheduling.

All officers will have the opportunity to use up to two (2) weeks of vacation annually on a day by day basis.

- F. Employees of all shift teams, except days, will be allowed one (1) employee off on a vacation week at a time. Employees of the day shift teams may have (2) employees off on a vacation week at a time.

The total number of officers allowed off on both day teams will not exceed three, including those off on a vacation week or any other discretionary leaves without shift commander approval.

The number of officers on all other shifts/teams off per shift on discretionary leave, inclusive of vacation weeks will not exceed (2), without shift commander approval.

Notwithstanding any other provision of this article, an employee will be granted approval for use of the first special holiday, in accordance with prior practice.

- G. The Police Officer who retires or resigns shall be entitled to accrued and unused vacation pay. For the purpose of this Article, "years of service" will be defined as years of service within the South Portland Police Department.

## **ARTICLE 27 - HOLIDAYS**

- A. An officer whose tour of duty requires the officer to work any or all holidays shall have two (2) weeks vacation (ten days) in lieu of holidays.
- B. Employees with less than five (5) years of service in the Department who leave employment prior to yearend shall receive a pro-ration of holidays earned but not used. Employees with more than five (5) years shall receive the balance of accrued but unused vacation time in lieu of holidays.
- C. 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 shall apply.
- D. Each employee shall have the option of taking two (2) weeks (ten [10] days) of holiday vacation in individual days, subject to the approval of the Chief or designee. An employee will be allowed to use individual days on Friday or Saturday, providing the employee makes arrangements to have another officer cover this shift. One (1) employee per shift will be entitled to book an individual vacation day on the eve of or on the day of one of the five major holidays (New Years, Memorial, July 4th, Thanksgiving and Christmas,) provided the employee makes arrangements to have another officer cover the employee's shift. No employee shall be forced to work as a result of this provision and no grievances shall be processed in accordance with the overtime provision. The option of filling of the job shall remain with the Chief or designee.
- E. During the life of this Agreement, each employee will receive two (2) extra holidays to be given at the discretion of the Chief of Police. The second (2nd) extra holiday shall be scheduled in the same manner as single vacation days.

- F. Employees who work on either Thanksgiving Day or December 25th shall receive a stipend of \$25 for each full shift 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 \$25 stipend. For purposes of this article, the holiday shall begin at 11 p. m. on the eve of the holiday and terminate at 11 p. m. on the night of the holiday.

## **ARTICLE 28 - BEREAVEMENT LEAVE**

An employee shall be excused from work up to five (5) calendar days immediately following the death of a mother, father, spouse, significant other, child, or step-child and three calendar days immediately following the 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. Permission to take the unused portion of bereavement leave on other than a calendar basis immediately following the death shall not be unreasonably refused. In cases of necessity, additional time may be allowed at the discretion of the Chief or designee. 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.

- A. Immediate family is hereby defined as grandmother, grandfather, brothers, sisters, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchildren, stepfather, stepmother, grandmother in law, grandfather in law, aunt, uncle, or other relatives living in the household of the employee.
- B. The identity of the "significant other" shall be provided to the Chief of Police in a sealed envelope and kept in the officer's personnel file. The identity shall not be determined unless the officer requests leave under this provision.

## **ARTICLE 29 - PENSION**

- A. Maine Public Employees State Retirement Benefit
  - 1. It is a condition of employment that employees of the Police Department, on entering City service, are entitled to provision of the Maine Public Employees Retirement System and the benefits provided by the Social Security program. The City agrees to continue to participate in the cost of benefits available from both systems. Participation in the Maine Public Employees Retirement System is optional for employees of the South Portland Police Department.
  - 2. The City agrees to extend the provisions of the Survivor Benefits Section of the Maine Public Employees Retirement Law.
  - 3. Until June 30, 2009, the City shall extend to all eligible employees and participants of the Maine Public Employees Retirement Plan as of June 30, 1995, a retirement pension under Maine Public Employees Retirement System



Consolidation Plan entitling employees to one-half ( $\frac{1}{2}$ ) salary after having completed twenty-five (25) years of service regardless of age; which benefit shall be based on one-half of the average of the employee's top three years of pay, including the 2% retirement option, COLA, in accordance with and subject to the provisions of the statutes of the State of Maine and the rules of the Maine Public Employees Retirement System now applicable or as they may hereinafter be amended. 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.

4. "Special Benefit Plan 3" Adopted Effective July 1, 2009
  - a. Effective July 1, 2009, and for future service only, the City will adopt the provisions of "Special Benefit Plan 3" ( $\frac{2}{3}$  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), as amended, for all eligible employees covered by this Agreement.
  - b. "Special Benefit Plan 3" for future service only, will be the exclusive plan available for all employees covered by this Agreement on July 1, 2009, who elect Maine Public Employees Retirement System pension benefits.
  - c. All employees covered by this Agreement participating in other Maine Public Employees Retirement System pension plans as of July 1, 2009, will be transferred to "Special Benefit Plan 3" for future service only.
  - d. The contribution rates for the City and covered employees for participation in "Special Benefit Plan 3" will be as established by the Maine Public Employees Retirement System.

B. Deferred Compensation Section 457

1. Employees may join the City of South Portland Deferred Compensation Plan as established by the provisions of that plan document, as amended.
2. For purposes of this Agreement, "retirement" for Deferred Compensation Plan employees shall be considered 25 years of service but in no case later than age  $69\frac{1}{2}$ .

### **ARTICLE 30 - CLOTHING ALLOWANCE**

- A. The City agrees to pay \$400.00 per fiscal year for acquisition and replacement of uniforms and accoutrements with approval of the Chief of Police or designee. The amount will increase to \$415 per year on July 1, 2012, and \$430 per year on July 1, 2013.
- B. 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.) The City agrees to pay 100 percent on the cost of repair or replacement of civilian clothing and accoutrements worn by plain clothed employees and uniforms of employees damaged and destroyed in the performance of duties. Such personal loss shall be reported to the chief or designated authority prior to the end of said employee's regular tour of duty.
- C. The Chief shall have the discretion of setting a cut off date for expenditure of allowance, not to precede June 1. This date would become invalid if the City changes the dates of its fiscal year. Should there be any change in uniform, insignias, or accoutrements, these funds will not come from the individual officer's clothing allowance.
- D. Effective with the 1994 tax year, all non uniform clothing allowance disbursements or reimbursements shall be considered taxable compensation for purposes of state, federal and FICA taxes.
- E. This Article shall not apply to provisional patrol officers who shall receive uniforms at the discretion of the Chief of Police during their probationary period.
- F. Effective July 1, 2011, any remaining clothing allowance balances may be rolled over to the next fiscal year.

### **ARTICLE 31 - HEALTH AND FITNESS**

Effective July 1, 1991, employees shall be eligible to use the South Portland Municipal Pool facility and Municipal Golf Course during the regular operating hours of each respective facility at no charge to the employee for membership or daily fees. The fee shall be waived only for the employee, not the employee's spouse or family. Hours spent at either facility shall not be considered hours worked.

### **ARTICLE 32 - SAVINGS CLAUSE**

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

**ARTICLE 33 - TERM OF AGREEMENT**

A. Term of Agreement

The Agreement shall cover the rights of the parties from July 1, 201~~14~~45 through June 30, 201~~45~~45 provided, however, that if the City Council of the City of South Portland shall not ratify insofar as it relates to economic matters within twenty-one (21) days from the date it first considers it, this Agreement shall be invalid for all purposes.

B. Zipper Clause

During the negotiations that resulted in this Agreement, both parties had the unlimited right to present proposals and counter proposals. Therefore, during the term of this Agreement, neither party will be required to negotiate over these items whether or not contained herein, provided the Association retains its right to bargain over the impact of a legislative change, a charter change and/or a change in existing department rules that substantially impacts the employees' wages, hours, and terms and conditions of employment.

**ARTICLE 34 – SIGNATURE PAGE**

IN WITNESS THEREOF, the City has caused this Agreement to be executed and its corporate seal to be affixed by James H. Gailey, its City Manager, duly authorized by the City Council of the City of South Portland, as of \_\_\_\_\_ day of \_\_\_\_\_, 201~~14~~14, and the South Portland Police Patrol Association has caused this instrument to be signed by \_\_\_\_\_, President, thereunto duly authorized as of the day and year first mentioned above by the members of the Association.

SOUTH PORTLAND POLICE  
PATROL ASSOCIATION

CITY OF SOUTH PORTLAND, MAINE

\_\_\_\_\_  
William McKinley, Esquire  
Maine Association of Police

\_\_\_\_\_  
James H. Gailey  
City Manager

\_\_\_\_\_  
Chris Todd, President  
Patrol Officers Association

\_\_\_\_\_  
Donald I. Brewer  
Human Resources Director

\_\_\_\_\_  
Edward Googins  
Police Chief