

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**CITY OF SOUTH PORTLAND**

**AND THE**

**SOUTH PORTLAND POLICE COMMAND  
AND SUPERVISORY UNIT**

**July 1, 2007 to June 30, 2010**

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1 **ARTICLE 1 - PREAMBLE**

2  
3 A. Pursuant to the provisions of Chapter 9A, Revised Statutes of Maine, Title 26, as enacted  
4 by the Maine Legislature in 1969 and as amended, entitled "An Act Establishing the  
5 Municipal Public Employees Labor Relations Law," this Agreement is made and entered  
6 into by and between the City of South Portland, Maine (hereinafter referred to as "City,")  
7 and the Maine Association of Police (hereinafter referred to as the "Association,")  
8 certified bargaining agent for the Command and Supervisory Unit of the Police  
9 Department.

10  
11 B. In order to establish mutual rights, preserve proper employee morale and to promote  
12 effective municipal operations, the City of South Portland, Maine, and the Maine  
13 Association of Police herein bind themselves in mutual agreement as follows:  
14  
15

16 **ARTICLE 2 - RECOGNITION**

17  
18 A. The City hereby recognizes that the Association is the sole and exclusive bargaining  
19 representative of all Lieutenants and Sergeants in the South Portland Police Department  
20 for the purposes of negotiating wages, hours, working conditions and contract grievance  
21 arbitration.  
22

23 B. The exclusive bargaining rights set forth in the previous paragraph include, among other  
24 things, the responsibility of the Association to extend to all Lieutenants and Sergeants of  
25 the Department, whether they are members of the Association or not, the benefits of any  
26 contract arrived at through the process of collective bargaining; and process, upon request  
27 of a non-Union employee, any grievance presented by such non-Union employee, but  
28 such employee may take up the employee's own grievance with the City, provided the  
29 Association is notified and is allowed to be present to protect its rights under said  
30 Agreement.  
31  
32

33 **ARTICLE 3 - NON-DISCRIMINATION**

34  
35 A. The City and the Association agree not to discriminate against any individual with  
36 respect to compensation, terms or conditions of employment because of such individual's  
37 race, color, religion, sex, sexual orientation, disability, except where such disability, even  
38 with a reasonable accommodation, disqualifies an individual for a particular position,  
39 creed, national origin, or age.  
40

1 B. The City and the Association agree that there will be no discrimination by the City or the  
2 Association against any employee because of any employee's activity and/or support of  
3 the Association.  
4

5 C. The use of male or female gender of nouns or pronouns is not intended to describe any  
6 specific employee or group of employees but is intended to refer to all employees in job  
7 classifications, regardless of sex.  
8  
9

#### 10 **ARTICLE 4 - ASSOCIATION SECURITY**

11  
12 A. Membership in the Association is not compulsory. Membership in the Association is  
13 separate, apart and distinct from the assumption by an employee of the employee's equal  
14 obligation to the extent that the employee receives equal benefits. The Association is  
15 required by this Agreement and State law to represent all employees in the bargaining  
16 unit fairly and equally without regard to whether or not an employee is a member of the  
17 Association. The terms of this Agreement have been made for all employees in the  
18 bargaining unit and not for members of the Local Association. The City has executed  
19 this Agreement after it has satisfied itself that the Association is the choice of a majority  
20 of employees in the bargaining unit. Accordingly, it is fair that each employee in the unit  
21 pay the employee's own way and assume a fair share of the obligations along with the  
22 grant of equal benefits contained in this Agreement. In this regard, employees may elect  
23 to accept the provisions of either Section 1 or 2 below:  
24

##### 25 1. Association Membership

26  
27 All employees who are members of the Association as of the date of this  
28 Agreement, and all employees, who hereafter become members of the  
29 Association, shall maintain their membership in good standing in the Association  
30 for the duration of this Agreement.  
31

##### 32 2. Fair Share Fees

33  
34 a. Any present or future employee who is not a member and does not want to  
35 become a member shall pay a fair share as a contribution towards the  
36 Association's administration of the Agreement in an amount equal to 80%  
37 of current dues for the duration of this Agreement. Failure to pay  
38 Association dues or Fair Share fees will not result in disciplinary action  
39 against the employee by the City. The Association agrees to establish  
40 bona fide internal procedures where an objecting non-member unit  
41 employee may challenge the reasonableness of the "fair share" deductions.  
42 The Association must justify the percentage of fair share deduction to  
43 reflect the Association's approximate collective bargaining and contract  
44 administration costs.  
45

- 1           b.     The Association shall indemnify, defend, and hold harmless the City  
2                     against all claims and suits which may arise as a result of any action or  
3                     inaction taken pursuant to this article and in the collection of dues.  
4  
5

6                                     **ARTICLE 5 - CHECK-OFF AUTHORIZATION**

7  
8     A.     Dues  
9

- 10           1.     The City shall deduct regular monthly dues and fair share fees upon receipt of a  
11                     signed authorization from each employee (a copy of which is to be retained by the  
12                     City) and a certified statement from the Secretary-Treasurer of the Association as  
13                     to the amount for dues and fees. Such authorization shall be for the life of this  
14                     Agreement and shall be continued thereafter if an agreement exists between the  
15                     City and the Association, unless an employee notifies the Association in writing  
16                     no more that twenty (20) days and no less than ten (10) days before the expiration  
17                     of the Agreement of the employee's desire to revoke the employee's authorization  
18                     for check-off.  
19  
20           2.     The City shall forward all such dues and fees so collected to the Secretary-  
21                     Treasurer of the Association before the fifteenth (15th) day of the month  
22                     following the month in which deductions are made.  
23  
24           3.     The Association shall indemnify and save the City harmless against all claims and  
25                     suits which may arise by reason of any action taken in making deductions of said  
26                     dues and fees and remitting the same to the Association pursuant to this article.  
27

28     B.     Credit Union  
29

30           The City agrees to deduct designated amounts each week from the wages of those  
31                     employees who shall have given the City written notice to make such deductions. The  
32                     amount so deducted shall be remitted to the Greater Portland Federal Municipal Credit  
33                     Union. The City shall not make deductions and shall not be responsible for remittance to  
34                     the Credit Union for any deductions for those weeks during which the employee's  
35                     earnings shall be less than the amount authorized for deductions.  
36  
37

38                                     **ARTICLE 6 - ASSOCIATION BUSINESS**

- 39  
40     A.     The Association agrees to supply the Chief of Police with a list of officers of the  
41                     Association and the names of the Association stewards and the names of the grievance  
42                     committee. It shall be the duty of the Association to keep this list of names up to date.  
43

1 B. The City recognizes the right of the Association to designate stewards. The authority of  
2 stewards so designated by the Association shall be limited to, and shall not exceed, the  
3 following duties and activities:  
4

5 1. The investigation and presentation of grievances in accordance with the  
6 provisions of the collective bargaining agreement.  
7

8 2. The collection of dues when authorized by appropriate Local Association action.  
9

10 3. The transmission of such messages and information which shall originate with  
11 and are authorized by the Local Association or its officers, provided such  
12 messages and information:  
13

14 a. Have been reduced to writing; or  
15

16 b. If not reduced to writing, are of a routine nature and do not involve work  
17 stoppage, slowdowns or any other interference with the City's business.  
18

19 C. Stewards or alternates have no authority to take strike action or interrupt the employer's  
20 operation.  
21

22 D. Stewards shall be permitted such reasonable time in which to investigate, present and  
23 process grievances on or off City property without loss of time or pay. Such time spent  
24 in handling grievances shall be considered working hours in computing daily and/or  
25 weekly overtime.  
26

27 E. Stewards shall be allowed sufficient time off without loss of time or pay to represent the  
28 Association in all collective bargaining with the City.  
29  
30

## 31 **ARTICLE 7 - ASSOCIATION ACTIVITIES**

32  
33 A. Association Bulletin Boards  
34

35 The City agrees to furnish and maintain one suitable bulletin board in a convenient place  
36 to be used by the Association. The Association shall limit its posting of notices and  
37 bulletins to such bulletin board.  
38

39 B. Association Activities on City Time and Premises  
40

41 The City agrees that during working hours, or on the City premises, and without loss of  
42 pay, Association representatives shall be allowed to:  
43

44 1. Post Association notices;  
45

- 1           2.     Transmit communications authorized by the local Association or its officers or its  
2           officers to the City or its representatives;  
3  
4           3.     Consult with the Chief of Police, the Chief’s representatives, local Association  
5           officer, or other Association officers, or other Association representatives,  
6           concerning the enforcement of any provisions of this Agreement with reasonable  
7           limits.  
8

9   C.     Visits By Association Representatives

10  
11         The City agrees that accredited representatives of the Association shall have access to the  
12         premises of the City at any time during working hours to conduct legal Association  
13         business upon authorization of the Chief.  
14  
15

16                           **ARTICLE 8 - STRIKES AND SLOWDOWNS PROHIBITED**

17  
18         The parties hereto agree that there will not be and that the Association, its officers, members or  
19         agents will not engage in, encourage, sanction or suggest strikes or slowdowns which would  
20         involve suspension of or interfere with normal work.  
21  
22

23                           **ARTICLE 9 - PROBATIONARY PERIOD**

24  
25         All newly promoted employees shall serve a probationary period. The length and conditions of  
26         such probationary period shall be governed by regulations as set forth in the City's Civil Service  
27         Ordinance.  
28  
29

30                           **ARTICLE 10 - SENIORITY**

- 31  
32   A.     It is agreed that seniority for the purpose of accruing time for benefits shall be determined  
33     by length of full-time service in the Police Department. Seniority within classification  
34     (Sergeant or Lieutenant) shall determine the selection and use of entitlement (benefits.)  
35  
36   B.     The City agrees to furnish the Association with a list of employees with their length of  
37     service (1) within the Police Department and (2) by job classification grade within thirty  
38     (30) days after signing of this Agreement and by February 1st thereafter.  
39  
40   C.     An employee shall not forfeit seniority during absence caused by illness or accident  
41     outside of working hours.  
42

- 1 D. Sergeants shall bid for shifts based on seniority. Bids shall be requested by December 1  
2 of each year to become effective the first rotation of the new year.  
3  
4

5 **ARTICLE 11 - PERSONNEL REDUCTION**

- 6  
7 A. Personnel reduction and personnel reinstatement shall be based entirely on seniority by  
8 job classification grade of those covered by the Agreement.  
9  
10 B. In the event of a reduction in force that would require a sergeant to return to the  
11 patrolman rank, the sergeant with the least time in grade would return to patrolman rank  
12 in the sergeant's seniority slot as determined by total length of service in the Department.  
13  
14 C. In the event of reduction in force in the lieutenants' ranks, the lieutenant with the least  
15 seniority in grade would be laid off from the lieutenants' grade. If there is not an  
16 authorized sergeant's vacancy available, then the lieutenant may bump the least senior  
17 sergeant, provided the lieutenant has more seniority within the sergeants' grade. The  
18 lieutenant would then assume the lieutenant's seniority position based on total seniority  
19 within the bargaining unit. The affected sergeant may elect to bump back in the patrol  
20 bargaining unit pursuant to Section B of this article. In the event that a displaced  
21 lieutenant cannot bump a sergeant due to a lack of seniority within grade, the lieutenant  
22 may bump back in the patrol bargaining unit pursuant to Section B of this article.  
23  
24 D. In the event of a recall in either the sergeants' or the lieutenants' rank, laid off employees  
25 shall be recalled by inverse seniority to the laid off position. Time spent in a "bumped"  
26 position outside of the bargaining unit, such as a sergeant in a patrol position, shall count  
27 for Department seniority, but not bargaining unit seniority. Time spent in a "bumped"  
28 position within the bargaining unit such as a lieutenant in a sergeant's position shall count  
29 towards Department seniority and bargaining unit seniority, but not for the purpose of  
30 salary step placement. The recalled employee shall be placed on the salary step earned at  
31 the time of the reduction in force. For example, if a lieutenant bumps into a sergeant's  
32 position for three (3) years and is recalled to a lieutenant's position, the employee does  
33 not receive three (3) years' salary step placement credit on the lieutenant's salary scale.  
34  
35

36 **ARTICLE 12 - PRIOR PRACTICES**

37  
38 Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that  
39 employees enjoyed heretofore, unless it is specifically superseded by a provision of this  
40 Agreement. The Association, however, recognizes the right of the City to adopt reasonable work  
41 rules, which are not inconsistent with the terms and provisions of this Agreement.  
42  
43



1 agreement, the grievance shall be submitted to the American Arbitration  
2 Association pursuant to its rules and procedures for voluntary arbitration.  
3 Grievances initiated by the City shall be processed in the same manner but may be  
4 started on Step 2. It is suggested that, for orderly handling of all police business  
5 and for the prevention of grievances that might arise, there be monthly meetings  
6 held between the Chief of Police and the steward appointed by said Association.  
7

8 D. All days referred to in this article are considered to be calendar days.  
9

10 E. All time limits contained within this article may be extended by mutual agreement  
11 between the City and the Association.  
12  
13

## 14 **ARTICLE 15 - DISCIPLINARY HEARINGS**

15  
16 A. In accordance with Section 969 of the Municipal Employees Labor Relations Law of  
17 1969 and amendments thereto, except in cases of emergency, any disciplinary action by  
18 the City against any employee of the South Portland Police Department covered by this  
19 Agreement, upon any charge of insubordination, disloyalty, or other charge, shall first be  
20 preceded by a meeting between the Police Chief, the charged party, and the employee's  
21 Association representatives, in an attempt to amicably settle the charge. In case of dire  
22 emergency, the employee may be suspended pending a meeting between the three  
23 foregoing parties concerning the settlement of the charge.  
24

25 B. In the event a settlement cannot be reached as provided in "A" above, the charges may be  
26 submitted to the Civil Service Commission in accordance with the provisions of the Civil  
27 Service Ordinance of the City of South Portland, provided it is a matter over which the  
28 Commission has jurisdiction. The charged party will be granted the opportunity to  
29 interview and cross-examine the complainant. The decision rendered by the Civil  
30 Service Commission shall be final and binding. Either party may submit any grievance  
31 over which the Commission lacks jurisdiction to arbitration. The arbitrator's decision  
32 shall be final and binding on both parties. The cost of arbitration shall be borne equally  
33 by both parties.  
34

35 C. Any employee so charged who submits a grievance in accordance with the procedure  
36 outlined under "B" above shall have the right to be represented by legal counsel or others  
37 at said hearing.  
38

39 D. Letters of reprimand shall be removed from an employee's personnel file one (1) year  
40 from date of issue. It is the responsibility of the employee to notify the Chief of Police or  
41 designee in writing that the written reprimand be removed after one (1) year.  
42  
43



- 1 B. It is recognized that the need for continued and uninterrupted operation of the department  
2 is of paramount importance to the citizens of the community and that there should be no  
3 interference with such operations.  
4
- 5 C. Adequate procedures having been provided for the equitable settlement of grievances  
6 originating out of this Agreement, parties hereto agree that there will not be and that the  
7 Association, its officers, members, agents, or principals will not engage in or suggest  
8 strikes, slowdowns, lockouts, mass resignations or mass absenteeism or other similar  
9 action which would involve suspension of or interference with the normal work of the  
10 Department or any other department.  
11

## ARTICLE 18 - WAGES

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

		July 1, 2007	July 1, 2008	January 1, 2009	July 1, 2009
Sergeants		Hourly 3%	Hourly 3%	Hourly 3%	Hourly 3%
Step A	Start	\$23.08	\$23.77	\$24.49	\$25.22
B	After 2 years	\$23.83	\$24.55	\$25.29	\$26.04
C	After 4 years	\$24.65	\$25.39	\$26.15	\$26.93
D	After 6 years	\$25.13	\$25.89	\$26.66	\$27.46

		July 1, 2007	July 1, 2008	January 1, 2009	July 1, 2009
Lieutenants		Hourly 3%	Hourly 3%	Hourly 3%	Hourly 3%
Step A	Start	\$24.99	\$25.74	\$26.51	\$27.30
B	After 2 years	\$25.73	\$26.50	\$27.30	\$28.12
C	After 4 years	\$26.19	\$26.98	\$27.79	\$28.62
D	After 6 years	\$26.63	\$27.42	\$28.25	\$29.09

### Educational Incentives

Associates Degree	\$ 0.20
Bachelors Degree	\$ 0.35
Masters Degree	\$ 0.40

1 B. Educational Incentive Stipend

2  
3 The City shall provide the above hourly educational incentive to any employee who  
4 demonstrates that they have obtained an Associate's, Bachelor's or Master's Degree from  
5 an accredited college or university.  
6

7 C. Higher Classification Pay

8  
9 1. Acting Lieutenant Pay

10  
11 In the event of a vacancy that results in the need for an "acting lieutenant," the  
12 vacancy shall be offered to unit members provided the job qualifications are met  
13 and the most senior applicant shall be selected. The rate of pay shall be at the  
14 lieutenant's third (3rd) wage step, Step C. If no qualified employee volunteers to  
15 fill the vacancy, the Police Chief may assign the junior sergeant who is qualified  
16 to fill the position. In the event that an acting lieutenant's pay is greater than an  
17 existing lieutenant's is, then the existing lieutenant's pay shall be increased to the  
18 same salary step as the acting lieutenant's salary step. Once the acting lieutenant's  
19 position is vacated, then the impacted lieutenant shall return to the lieutenant's  
20 proper salary step.  
21

22 2. Acting Sergeant's Pay

23  
24 In the event that the City determines the need for an "acting sergeant," the officer  
25 from the patrol bargaining unit selected by the Chief or designee shall be paid at  
26 the rate of a starting sergeant.  
27

28 D. Promotion Pay

29  
30 In the event that a sergeant at either Step C or Step D is promoted to lieutenant, that  
31 employee shall be placed at the lieutenant's second wage step, Step B, and remain at that  
32 step for a period of two (2) years and then shall move to the next step.  
33

34 E. Utility Sergeant Stipend

35  
36 Any employee classified as a "utility sergeant" shall receive twelve dollars (\$12.00)  
37 additional compensation per week.  
38

39 F. Support Services Stipend

40  
41 1. In addition to the above wages, any member of the Police Department covered by  
42 this Agreement assigned to the Support Services Division shall receive twelve  
43 (\$12.00) dollars in additional compensation per week.  
44

- 1           2.     The above designation shall be made at the discretion of the Chief of Police. In  
2           the event a member loses such designation, said member shall also lose the  
3           additional twelve (\$12.00) dollars.  
4

5     G.     Longevity Stipend  
6

7           Employees who have fifteen (15) years of active service with the South Portland Police  
8           Department shall receive a twenty (\$20.00) dollar longevity incentive per week.  
9           Effective July 1, 1998, employees who have ten (10) years of active service with the  
10          South Portland Police Department shall receive a fourteen (\$14.00) dollar longevity  
11          incentive per week; employees with fifteen (15) years shall receive an additional fourteen  
12          (\$14.00) dollar longevity incentive per week; and employees with twenty (20) years of  
13          department service shall receive an additional fourteen (\$14.00) dollar longevity  
14          incentive per week. [For example, an employee with twenty-two (22) years of active  
15          service within the Police Department would receive a weekly longevity incentive of  
16          \$42.00.]  
17

18     H.     Physical Fitness Stipend  
19

- 20          1.     Any employee who passes the Maine Criminal Justice Academy's physical fitness  
21          test shall receive a stipend of \$20.00 per week. Participation in the physical  
22          fitness test shall be voluntary, except for those police officers covered under  
23          paragraph 2 below.  
24          2.     As a condition of employment, any police officer hired on or after July 1, 2007,  
25          shall be required for a period of ten (10) years from the officer's date of hire to  
26          pass an annual physical fitness evaluation consistent with the one required of new  
27          hires by the Maine Criminal Justice Academy. After the ten (10) year period, the  
28          officer is no longer required to pass this test as a condition of employment. If the  
29          officer passes the Academy's physical fitness test, the employee shall receive a  
30          weekly stipend of twenty (\$20.00) dollars.  
31  
32          3.     In the event that a participating employee is injured at the time of the fitness test  
33          during the employee's first ten (10) years of employment, the employee who is  
34          receiving this stipend will continue to receive said stipend until the next scheduled  
35          test. The "second" test is intended to occur within six (6) months from the annual  
36          test date. If the participating employee is unable to take the second scheduled test  
37          due to injury, the employee's stipend shall end. If the City fails to schedule a  
38          second test within six (6) months, the injured employee's fitness stipend shall  
39          continue until the test is scheduled. In the event that any employee who is  
40          required to pass the fitness test fails to successfully pass the test for the second  
41          time, the employee's stipend shall end and the employee shall be required to  
42          participate in a remedial fitness program as established by the Chief or designee.  
43          The remedial period shall be six (6) months from the date that the second test was  
44          not successfully completed by the officer.  
45

1 4. In the event the employee fails to successfully pass the remedial test within this  
2 six (6) month period - not to exceed twelve (12) months from the initial annual  
3 fitness test, it shall be considered a failure to meet this condition of employment  
4 obligation and the City may exercise its right to initiate appropriate action.  
5

6 I. Voluntary EMS Licensure  
7

8 1. \$15.00 per week.  
9

10 2. To qualify for this stipend, a police officer must maintain at least an emergency  
11 medical technician (EMT) license. Only one stipend, regardless of the number of  
12 EMS licenses held (EMT, Intermediate, or Paramedic,) shall be paid per  
13 employee. A police officer shall be reimbursed for the cost of the course/re-  
14 certification including the cost of books pursuant to the City's personnel policy,  
15 e.g. 1/2 of course and book expenses. Such courses are not required as a condition  
16 of employment and are not to be considered hours worked.  
17

18 J. Payday  
19

20 Wages shall be paid weekly unless prohibited by an emergency situation through direct  
21 deposit to the financial institutions designated by the employee.  
22

23 K. Section 125 IRS Employee Withholding Accounts  
24

25 Employees will be offered the opportunity to voluntarily withhold pre-tax contributions  
26 from their regular weekly payroll check into a flexible medical spending and/or day care  
27 spending account under the provisions, rules and regulations of Section 125 of the  
28 Internal Revenue Service Code as amended.  
29

30 L. Recruitment and Retention Stipend  
31

32 Any employee covered by this Agreement shall receive 3% of his or her "regular weekly  
33 wage," paid on a weekly basis for weeks worked between January 1, 2010, to June 30,  
34 2010.  
35

36 For purposes of this subsection the term "regular weekly wage" means the employee's  
37 regular hourly rate identified in paragraph A above, not including stipends for  
38 educational incentives, utility sergeant, support services, longevity, physical fitness, EMS  
39 licensure, higher classification pay, or other wage enhancements, multiplied by the  
40 employee's regularly scheduled weekly hours of work, not including overtime hours.  
41  
42

1 **ARTICLE 19 - HOURS AND OVERTIME**

2  
3 A. Hours

- 4  
5 1. Except for utility sergeant or lieutenant, special assignments and assignment  
6 changes, eight (8) consecutive hours in a regular work shift shall constitute a  
7 normal day's work; and five consecutive (5) days in any seven (7) day period shall  
8 constitute a normal work week. Modifications may be made by mutual written  
9 agreement between the City and the Association.  
10  
11 2. Both parties agree that the City shall not provide transportation to the employees  
12 to and from their jobs. Transportation may be provided from the police station to  
13 special job locations, such as dances and athletic events, at the discretion of the  
14 Chief or designee.  
15  
16 3. All hours worked in excess of eight (8) hours per day or forty (40) hours per week  
17 shall be paid at the monetary rate of one and one-half (1.5) times the base hourly  
18 rate. This applies to in-service training and departmental meetings.  
19

20 B. Call Back

21  
22 Employees called back to work shall receive a four (4) hour minimum guarantee for the  
23 work for which they are called back. The provision does not apply to regularly scheduled  
24 training programs and/or classes and meetings. This provision will, however, apply to all  
25 police functions such as parking lot jobs, road jobs, dances, and ball games. Employees  
26 scheduled for training programs, classes or meetings shall receive a minimum two (2)  
27 hour guarantee. In the event that an employee is called back (forced in) to work the  
28 11:00 p.m. to 3:00 a.m. shift on either Friday or Saturday, the employee shall have the  
29 option of working the full shift, e.g. from 11:00 p.m. to 7:00 a.m.  
30

31 C. Overtime

- 32  
33 1. All vacancies, which occur among members of this bargaining unit, shall be filled  
34 at the discretion of the Chief or designee. At the time of the vacancy, the Chief  
35 or designee shall determine whether a unique circumstance exists that requires the  
36 presence of a lieutenant in addition to a patrol supervisor. All other overtime  
37 vacancies shall be filled from a rotation list initially created by seniority,  
38 including sergeants and lieutenants. Any regular shift vacancy shall be filled  
39 from this rotation list with the understanding that the Chief or designee may  
40 declare a unique circumstance exists that requires the presence of a lieutenant  
41 sergeant. In such instance, the next available lieutenant sergeant on the rotation  
42 list shall be selected. Unless bypassed or if "not available," as defined below,  
43 bargaining unit members shall rotate to the bottom of the list whenever the  
44 employee accepts, is forced-in, or declines the overtime opportunity. For the  
45 purposes of this provision, "not available" is defined as sick leave, days off,

1 vacation, court appearances, employees assigned to attend school or training, and  
2 any emergency determined by the Chief or designee.

- 3
- 4 2. Employees shall not be forced while on vacation unless no other lieutenant or  
5 sergeant is available
- 6
- 7 3. The Police Chief will have full discretion in deciding whether to fill vacancies in  
8 all shifts except the second and third shifts 3 p.m. to 3 a.m. on Friday and  
9 Saturday for sergeants and lieutenants. The Police Chief or designee may require  
10 that any vacancy be mandatorily filled.
- 11 4. An employee may voluntarily work during the employee's vacation with prior  
12 administrative approval.
- 13
- 14 5. Employees who are required to make an off-duty attendance at court shall receive  
15 their hourly rate at time and one-half (1.5) for the time spent in court, with a  
16 minimum of three (3) hours pay at time and one-half (1.5) for each such  
17 attendance. All payments from the court shall be submitted directly to the City.

18

19 D. Compensatory Time

20

21 Employees may earn and accrue up to a maximum of forty (40) hours of compensatory  
22 time in lieu of payment of such overtime. Such compensatory time shall be earned at a  
23 rate of time and one half (1.5) the number of eligible overtime hours worked and as  
24 defined by "hours worked" within Section E of this article. Such time off shall be  
25 scheduled as per departmental policy.

26

27 E. Definition of Hours Worked

- 28
- 29 1. For the purposes of this section, "hours worked" shall mean only hours actually  
30 worked.
- 31
- 32 2. For the purposes of the section on forty (40) hours, "Hours Worked" shall not  
33 include:
- 34
- 35 a. Hours compensated for by sick leave pay;
- 36
- 37 b. Hours compensated for by bereavement pay;
- 38
- 39 c. Hours compensated for by holiday pay;
- 40
- 41 d. Hours compensated for by reserve service leave;
- 42
- 43 e. Hours compensated for by the four (4) hour minimum guarantee which are  
44 not actually worked;
- 45

1 f. Hours compensated for by the three (3) hours off-duty court appearance,  
2 minimum guarantee which are not actually worked.  
3

4 F. Miscellaneous  
5

6 Employees who voluntarily place their names on the Outside Overtime List shall be  
7 subject to be forced in if there are no volunteers to fill an outside overtime shift.  
8  
9

10 **ARTICLE 20 - RIGHT TO SUBSTITUTE**  
11

12 The right to substitute at any time shall be permitted provided, however, that permission to  
13 substitute on any shift shall be obtained from the Chief of the department or designated authority  
14 with reasonable notice.  
15  
16

17 **ARTICLE 21 - MEDICAL AND LIFE INSURANCE**  
18

19 A. Health Insurance  
20

21 1. The City shall continue to make available to employees and their eligible  
22 dependents family health and accident coverage in the City's group health and  
23 hospitalization plan (Maine Municipal Association - Traditional Plan Schedule A  
24 and major medical plan.) Not later than October 1 of any year of this Agreement,  
25 the Association shall notify the City whether the bargaining unit has elected to  
26 change to the M.M.A. Comprehensive health insurance plan with the point of  
27 service option, to be effective January 1. In such instance, the salary schedule  
28 shall be increased from the scheduled increase by one percent (1%.) The City  
29 shall not be held liable for unilateral changes made by the provider. The City has  
30 the right to change or provide alternative providers of group health and  
31 hospitalization coverage and benefits or to self-insure, as it deems appropriate. If  
32 the City changes health providers, then at the time of the change the City shall  
33 maintain substantially similar family health and accident coverage. "Substantially  
34 similar" as used in this article means coverage, although slightly different in  
35 minor areas, is overall equal or of greater benefit to the bargaining unit as a  
36 whole.  
37

38 2. In the alternative, any member of the bargaining unit may voluntarily elect on an  
39 annual basis to participate in the point of service option under the above health  
40 insurance program provided by the City.  
41

42 3. Beginning January 1, 1991, the City shall pay 100% of the individual premium  
43 rate for the employee. Beginning January 1, 1991 and effective annually  
44 thereafter, employees with family or dependent health and hospitalization

1 coverage shall as a condition of participation for the family or dependent coverage  
 2 share in the premium rate increase. Should the City decide to change anniversary  
 3 dates of its insurance policy(s,) the change in policy years shall not effect any  
 4 calculation of payroll deduction until the following January first. Employees  
 5 through payroll deduction shall contribute one half of the increase in family or  
 6 dependent premium increase, whichever is applicable, not to exceed an increase  
 7 of more than the following: (Annual increases shall be cumulative.)  
 8

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

- 9  
 10 4. For purposes of this Agreement, "family coverage" shall mean coverage for the  
 11 employee and spouse and/or any dependent children. "Dependent coverage" shall  
 12 mean coverage for the employee with one or more dependent children with no  
 13 spouse. To be eligible to participate in the family or dependent health and  
 14 hospital plan, employees must sign an authorization form which will allow the  
 15 City to withhold wages through weekly payroll deduction to collect the  
 16 employee's contribution towards family and dependent premium increases.  
 17  
 18 5. Employees will have the choice of making such contributions on a pre-tax basis  
 19 (free from Federal and State taxes and FICA contribution) under the provisions of  
 20 Section 125 of the Internal Revenue Service Code or after tax basis.  
 21  
 22 6. In the alternative, if an eligible employee at the beginning of each year covered by  
 23 this Agreement elects not to participate in the City-provided medical insurance  
 24 coverage and documents that he/she is otherwise covered, or if an eligible  
 25 employee elects coverage at a level less than the employee is eligible for as a  
 26 result of the employee's family situation, the City will reimburse the employee  
 27 one-half (1/2) of the City's cost saved as a result of the election of reduced  
 28 coverage or no coverage. The cash payments under this provision are taxable  
 29 income and shall be paid to the employee as an addition to the employee's regular  
 30 paycheck.  
 31  
 32

33 **ARTICLE 22 - SICK LEAVE**

- 34  
 35 A. Sick leave shall be guaranteed at the rate of one and one quarter (1.25) days per month  
 36 with unlimited accumulation.  
 37  
 38 B. Sick leave may be used only in the following cases:  
 39  
 40 Personal illness or physical incapacity of such a degree as to render the employee unable  
 41 to perform the duties of the employee's position, unless the Police Chief determines that

1 the employee is capable of other work in the Police Department and assigns the employee  
2 to such other work. If requested, the employee shall furnish the Chief a certificate from  
3 the attending physician. If the Chief requests such certificate, the City hereby agrees to  
4 pay any cost incurred by the employee as a result of obtaining such certificate. The City  
5 will pay only upon proof of charge.  
6

7 C. Beginning January 1, 1995, employees each calendar year will be permitted to utilize up  
8 to two (2) sick leave days per calendar year without the necessity of meeting the  
9 requirements of section B of this article.  
10

11 1. Such time off shall be requested and scheduled with the permission of the Chief  
12 of Police or the Chief's designee in the same manner as single vacation days.  
13 Time off under this paragraph shall not be granted if it creates overtime at the  
14 time that it is requested. Such time shall be charged to the employee's sick leave  
15 balance.  
16

17 2. If the leave is requested between 11 p.m. to 3 a.m. during which the supervisor is  
18 scheduled to be the only supervisor working, then that supervisor may use sick  
19 time/ personal day in a four-hour block.  
20

21 D. In the event that an employee of this bargaining unit is killed in the line of duty, the  
22 employee's beneficiary shall receive payment for 100% of the employee's accumulated  
23 sick leave. Such payment shall be computed by multiplying one hundred percent (100%)  
24 the number of accumulated days as aforesaid by a per diem rate, which per diem rate  
25 shall, for the purposes of this article only, be deemed to be one-fifth (1/5) of the  
26 employee's regular weekly compensation at the time of the employee's death.  
27

28 E. Employees covered by this Agreement, who may be absent for an extended duration  
29 (such as surgery or extensive injury) shall as a matter of courtesy advise the Chief or  
30 designee the expected length of time an employee may be off on sick leave. If any  
31 condition changes to modify by increasing or decreasing the number of days needed for  
32 such leave then the employee will continue to so advise.  
33

34 F. Sunset Provision  
35

36 Article 22 applies only to employees hired prior to July 1, 2008. Employees hired after  
37 July 1, 2008, are entitled to sick leave only as provided in Article 23.  
38  
39

## 40 **ARTICLE 23 - SICK LEAVE**

41  
42 A. This Article provides the exclusive source for sick leave rights for employees hired by the  
43 City (even if not covered by this Agreement at the time of hire) on and after July 1, 2008.  
44

- 1 B. Employees hired on and after July 1, 2008, will be credited with ten (10) sick days per  
2 year starting January 1, 2009.  
3
- 4 C. Sick leave may be used for the following reasons only:  
5
- 6 1. Personal illness or physical incapacity of such a degree as to render the employee  
7 unable to perform the duties of the employee's position, unless the Police Chief  
8 determines that the employee is capable of other work in the Police Department  
9 and assigns the employee to such other work. If requested, the employee shall  
10 furnish the Chief a certificate from the attending physician. If the Chief requests  
11 such certificate, the City hereby agrees to pay any cost incurred by the employee  
12 as a result of obtaining such certificate. The City will pay only upon proof of  
13 charge.  
14
- 15 2. Each calendar year Employees will be permitted to utilize up to two (2) sick leave  
16 days per calendar year without the necessity of meeting the requirements of  
17 paragraphs (C)(1) of this Article.  
18
- 19 3. Such time off shall be requested and scheduled with the permission of the Chief  
20 of Police or the Chief's designee in the same manner as single vacation days.  
21 Time off under this paragraph shall not be granted if it creates overtime at the  
22 time that it is requested. Such time shall be charged to the employee's sick leave  
23 balance.  
24
- 25 4. If the leave is requested between 11 p.m. to 3 a.m. during which the supervisor is  
26 scheduled to be the only supervisor working, then that supervisor may use sick  
27 time/personal day in a four-hour block.  
28
- 29 D. The City will evaluate each employee's sick leave bank on December 31. If an  
30 employee's sick leave bank has a balance of unused time on December 31, the City will  
31 pay to the employee an amount equal to one-half (50%) of the unused portion of that  
32 calendar year's sick leave in the first pay period following the end of each calendar year.  
33 The remaining one-half (50%) of the unused sick leave will be deleted and will not be  
34 carried over to the next year. Each employee will start each new calendar year on  
35 January 1 with ten (10) sick leave days only.  
36
- 37 E. If an employee's employment is terminated for any reason, the City will evaluate the  
38 employee's sick leave bank, as of the date of termination. One-half (50%) of any unused  
39 sick leave as of the date of termination will be paid off as part of the employee's last pay.  
40 The remaining one-half (50%) of the unused sick leave will be deleted.  
41
- 42 F. The City will provide a short term disability insurance policy or similar vehicle for  
43 employees to purchase at the employee's expense. The terms of this policy will be  
44 governed by the insurance plan.  
45  
46

1                   **ARTICLE 24 – UNUSED SICK LEAVE UPON RETIREMENT**

2  
3    A.    When an employee resigns, having given two (2) weeks notice, from active service with  
4           the City, the employee shall receive payment for one-half the number of accumulated  
5           sick days, subject to a maximum payment equal to wages for forty-five (45) days.

6  
7    B.    When an employee retires, having given two (2) weeks notice, from active service with  
8           the City, the employee shall receive payment for one-half (½) the number of accumulated  
9           sick days, subject to a maximum payment equal to wages for seventy-five (75) days. An  
10          employee who retires and has less than seventy-five (75) days of accumulated sick leave  
11          will receive no payment for unused sick leave.

12  
13   C.    Said payment shall be computed by taking one-fifth (1/5) of the employee's weekly salary  
14          at the time of retirement or resignation and multiplying it by one-half (½) of the number  
15          of accumulated sick days.

16  
17   D.    An employee shall have the option of early retirement in lieu of the monetary value  
18          mentioned in the above paragraph.

19  
20   E.    An employee who has in excess of one hundred twenty (120) accrued unused sick leave  
21          days may take an early retirement equal to one-half (½) the excess accumulated days over  
22          one hundred twenty (120.) Employees must give the Chief a minimum of thirty (30) days  
23          prior notice of the intent to exercise this early retirement option unless waived by mutual  
24          agreement.

25  
26   F.    In the event of the death of the employee, the beneficiary will receive the monetary value  
27          as mentioned in paragraph A of this article.

28  
29   G.    Sunset Provision

30  
31          Article 24 applies only to employees hired prior to July 1, 2008. Employees hired on and  
32          after July 1, 2008, may not accrue, use and cash out sick leave except as provided in  
33          Article 23.

34  
35          Employees hired on and after July 1, 2008, may not take early retirement as defined in  
36          Article 24,

37  
38  
39                   **ARTICLE 25 - INJURIES**

40  
41   A.    Employees who are covered by this Agreement and who are injured on the job may, in  
42          addition to compensation paid or payable under the Workers' Compensation Act, utilize  
43          accumulated sick leave (pro-rated) up to an amount sufficient to bring them up to full  
44          regular weekly wage while any incapacity exists and until they are either placed on  
45          disability retirement or return to active duty. After a period of six (6) months from the

1 date of injury, an employee who continues to receive compensation paid for lost wages  
2 under the Workers' Compensation Act shall be eligible to receive in addition to indemnity  
3 required under the Act, additional compensation payments so that the sum of the  
4 indemnity payments under the Act and the additional payment equals the employee's  
5 regular weekly wage until such time as the employee is placed on disability, retirement or  
6 returns to duty, provided the officer was not acting in a negligent manner or in violation  
7 of any departmental rule. Such additional compensation paid after six (6) months from  
8 the date of the injury shall not be charged to sick leave.  
9

- 10 B. All employees who receive in addition to compensation payable under the Workers'  
11 Compensation Act an amount sufficient to bring them up to full salary while their  
12 incapacity exists, shall as soon as practical after receiving an indemnity payment turn  
13 back to the City the sum(s) of monies the employee has received during the injury. The  
14 City shall then prepare an amended W-2 form to reflect the employee's workers'  
15 compensation benefits. In any event, the monies paid back shall equal the net money  
16 received from the City.  
17
- 18 C. After a period of six (6) months from the date of injury, an employee who continues to be  
19 out of work shall not continue to earn or accrue holiday or vacation time.  
20
- 21 D. Effective July 1, 1990, all employees who are out on workers' compensation leave,  
22 performing a light duty assignment, or otherwise have not returned to regular active duty  
23 shall retire upon the effective date of eligibility for the employee's retirement under the  
24 Maine State Retirement System, not later than upon reaching the twenty-fifth (25th) year  
25 of service within the South Portland Police Department.  
26  
27

## 28 **ARTICLE 26 - OFF DUTY INJURIES**

29  
30 If an employee of the police unit, while off duty, becomes involved in a situation in the  
31 employee's capacity as a police officer, and is injured while doing so, the City shall assume the  
32 responsibility to pay for medical, surgical, and hospital expenses, provided the officer was not  
33 acting in a negligent manner or in violation of any department rule. The employee agrees to  
34 utilize all available health, accident, and workers' compensation insurance to meet the above  
35 mentioned expenses.  
36

## 37 38 **ARTICLE 27 - VACATIONS**

- 39  
40 A. All permanent employees covered by this Agreement who have more than one (1) year of  
41 service and less than seven (7) years of service shall be entitled to a vacation of two (2)

1 work weeks during the calendar year. Entitlement to vacation shall be determined as of  
2 the first day of the calendar year.

3  
4 B. All employees covered by this Agreement who have completed seven (7) years of service  
5 but less than (12) years of service shall be entitled to a vacation of three (3) work weeks  
6 during the calendar year. Entitlement to vacation shall be determined as of the first day  
7 of the calendar year.

8  
9 C. All employees covered by this Agreement who have completed twelve (12) years of  
10 service but less than twenty (20) years of service shall be entitled to a vacation of four (4)  
11 workweeks during the calendar year. Entitlement to vacation shall be determined as of  
12 the first day of the calendar year.

13  
14 D. All employees covered by this Agreement who have completed twenty (20) years of  
15 service shall be entitled to a vacation of five (5) work weeks during the calendar year.  
16 Entitlement to vacation shall be determined as of the first day of the calendar year.

17  
18 E. Selection Procedure

19  
20 1. Vacations shall be scheduled as per established departmental policy. An employee  
21 shall submit in writing the employee's desired week(s) as per established  
22 departmental policy. The initial selection of vacation is determined by seniority.  
23 After the initial selection process is completed, any subsequent request for a  
24 week's vacation shall be granted on first come first served basis. Failure to use  
25 one's vacation allotment will result in the loss of the entitlement except as  
26 provided for in Section E (2.)

27  
28 a. For purposes of vacation selection, only one person from the  
29 following group shall be on a week's vacation at a time: the  
30 sergeant assigned to work second shift, third shift, utility, and  
31 swing.

32  
33 b. For the purposes of vacation selection, only one person from the  
34 following group shall be on vacation at a time: the lieutenant  
35 assigned to the day shift, the lieutenant assigned to second shift,  
36 and the sergeant assigned to day shift.

37  
38 2. In the event that an employee's vacation time is canceled by the administration to  
39 meet the operating needs of the Department, the employee shall make every effort  
40 to reschedule the canceled vacation time within the calendar year. If the canceled  
41 vacation time cannot be rescheduled, the lost vacation time shall be carried forth  
42 into the next calendar year and must be used prior to the end of the City's fiscal  
43 year (June 30<sup>th</sup>.) In the alternative, the employee may elect to receive cash in lieu  
44 of carrying forth the canceled vacation time by notifying the Police Chief or  
45 designee in writing not later than December 31st. The cash payment shall be  
46 made on the first payday of the next fiscal year of the City, e.g. after July 1st.

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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. 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 special 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 special 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 30<sup>th</sup>.)
- 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. Those persons who were members of this bargaining unit prior to July 1, 1988 shall be entitled upon retirement to the balance of holiday pay for the year of retirement not to exceed one (1) year's payment. Those members are Frank Toderico, and George Berry.
- E. 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.
- F. 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 4<sup>th</sup> (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 (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 (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 State 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 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.

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, 2007 through June 30, 2010, 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..
- B. 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 \_\_\_\_\_, 2008.

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. Mark Clark  
Shop Steward

\_\_\_\_\_  
John McGough  
Human Resources Director

\_\_\_\_\_  
Sgt. Todd Bernard  
Shop Steward

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

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