

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF SOUTH PORTLAND, MAINE

AND THE

**SOUTH PORTLAND POLICE
PATROL ASSOCIATION**

JULY 1, 2007 TO JUNE 30, 2010

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1 This Agreement made and entered into by and between the CITY OF SOUTH PORTLAND,
2 hereinafter referred to as "CITY," and the SOUTH PORTLAND POLICE PATROL
3 ASSOCIATION, hereinafter referred to as "ASSOCIATION."
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6 **ARTICLE 1 - PREAMBLE**

- 7
- 8 A. Pursuant to the provisions of Chapter 9A Revised Statutes of Maine, Title 26, as enacted
9 by the Maine Legislature in 1969, entitled "An Act Establishing the Municipal Public
10 Labor Relations Law" and pursuant to the provisions of the Personnel Policy of the City
11 of South Portland, this Agreement is made and entered into by and between the City of
12 South Portland, Maine, and the South Portland Police Patrol Association.
13
 - 14 B. In order to establish mutual rights, preserve proper employee morale, and to promote
15 effective municipal operations, the City of South Portland, Maine, and the South Portland
16 Police Patrol Association herein bind themselves in mutual agreement as follows:
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19 **ARTICLE 2 - UNION RECOGNITION AND NON-DISCRIMINATION**

- 20
- 21 A. The City recognizes the Association as the sole and exclusive bargaining representative
22 of all police officers in the South Portland Police Department below the rank of Sergeant
23 for the purposes of bargaining for hours of work, wages, working conditions, and all
24 other terms and conditions of employment. Animal control officers, dispatchers, janitors,
25 mechanics and office help are herewith excluded from this Agreement.
26
 - 27 B. The exclusive bargaining rights set forth in the previous paragraph include, among other
28 things, the responsibility of the Association to (a) extend to all police officers below the
29 rank of Sergeant of the Department, whether they are members of the Association or not,
30 the benefits of any contract arrived at through the process of collective bargaining; (b)
31 practice no discrimination against non-Association employees; and (c) allow a non-
32 Association employee to take up the employee's own grievance with the City, provided
33 the Association is notified and is allowed to be present to protect their rights under said
34 Agreement.
35
 - 36 C. No employee covered by this Agreement shall be favored or discriminated against
37 because of race, creed, color, age, sex, sexual orientation, national origin, religion,
38 physical and mental disability, except where such disability, even with reasonable
39 accommodation, disqualifies an individual for a particular position, workers'
40 compensation history, whistle blower history, previous or present union activities or
41 union membership.
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44 **ARTICLE 3 - ASSOCIATION DUES**

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46 A. Association Dues

- 47
48 1. So long as there is a collective bargaining agreement in effect between the City
49 and the Association, the City agrees to deduct monthly dues from the pay of each
50 employee who voluntarily signs a check-off authorization in the form hereafter set
51 forth until such time as the City receives a written notice of revocation as
52 described later below.
53
54 2. Any employee covered who does not voluntarily agree to dues deduction shall be
55 assessed a fair share charge of 80% of normal dues.
56
57 3. Employees covered by this bargaining unit who refuse to pay either dues or a fair
58 share shall not receive services of the Association for processing grievances,
59 unless they pay reasonable fees for such services, including attorney's fees,
60 arbitrator's fees and expenses incurred by the Association. Failure to pay under
61 this provision will not result in disciplinary action.
62
63 4. Authorization for such deductions shall be irrevocable for the period of this
64 Agreement, and shall be automatically renewed for successive similar periods
65 unless revoked by written notice to the employer and to the Association fifteen
66 (15) days prior to the expiration of this Agreement or any extension thereof.
67

68 B. Premium Contribution Withholding For Union Sponsored Dental Plan

- 69
70 1. Upon the receipt of a signed authorization form from an employee, a regular
71 weekly premium withholding amount for the purchase of an Association
72 sponsored Dental Plan shall be deducted from such employee's pay. The
73 Association's Representative shall notify the Finance Director of the City of
74 South Portland by certified mail of the amount of weekly premium contributions
75 to be deducted. Deductions shall be made each payday and shall be remitted by
76 the City to the designated financial officer of the Association.
77
78 2. The Association shall indemnify the City and any Department of the City and
79 hold it harmless against any and all claims, demands, suits or other forms of
80 liability that may arise out of, or by reason of, any action or inaction of the City or
81 any Department of the City for the purposes of complying with the provisions of
82 this Article.
83
84

85 **ARTICLE 4 - ASSOCIATION BUSINESS**

- 86
87 A. The Association agrees to supply the Chief of Police with a list of officers of the
88 Association and the names of the Association's representatives and the names of the

89 Grievance Committee within thirty (30) days of the date of appointment or election. It
90 shall be the duty of the Association to keep this list of names.

91
92 B. Association Bulletin Boards

93
94 1. The City agrees to furnish and maintain one (1) suitable bulletin board in a
95 convenient place to be used by the Association.

96
97 2. The Association shall limit its posting of notices and bulletins to such bulletin
98 board.

99
100 C. Association Activities on City Time and Premises

101
102 The City agrees that during working hours, on the City's premises, and without loss of
103 pay, Association representatives shall be allowed to: post Association notices; transmit
104 communications authorized by the local Association or its officers to the City or its
105 representative; consult with the Chief of Police, the Chief's representative, local
106 Association officers, or other Association officers, or other Association representatives
107 concerning the enforcement of any provisions of this Agreement within reasonable limits.
108

109 D. Visits By Association Representatives

110
111 The City agrees that accredited representatives of the South Portland Police Patrol
112 Association shall have access to the premises of the City at any time during working
113 hours to conduct legal Association business upon authorization of the Chief or designee.
114
115

116 **ARTICLE 5 - STRIKES AND SLOWDOWNS PROHIBITED**

117
118 The parties hereto agree that there will not be and that the Association, its officers, employees, or
119 agents will not engage in strikes or slowdowns which would involve suspension of or
120 interference with normal work.
121
122

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

124
125 A. The employees of the Police Department must reside within an area to be able to respond
126 to emergency conditions within forty-five (45) minutes. Any Police Officer who has not
127 established a residence as stated above prior to the end of the Officer's probationary
128 employment shall be rejected as a permanent employee of the Officer's department and
129 shall be subsequently dismissed.
130

131 B. In the event that an employee has a mechanically disabled vehicle and has no alternative
132 transportation to work, or because of heavy snow conditions, an employee may contact
133 the on-duty shift commander to request transportation to work. The Shift Commander

134 shall then make reasonable effort to arrange transportation for the employee by a
135 regularly scheduled on-duty unit. Because transportation is on an "as available" basis,
136 the employees recognize that calls for transportation to work may be unavailable if less
137 than two hours advance notice is given, or if emergencies tie up available units.
138 Employees may be picked up and transported to work for other emergency purposes than
139 the two listed above with the approval of the Chief or designee. Such reasons for
140 approval shall not become a practice or precedent under this Article, or Article 10 – Prior
141 Practice. This section shall only apply to those employees who reside in South Portland.
142 Commuting time shall not be considered hours worked for purposes of pay or overtime.
143
144

145 **ARTICLE 7 - PROBATIONARY PERIOD**

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- 147 A. All employees who complete the probationary period shall be known as regular
148 employees; and effective as of the date of this Agreement, the probationary period shall
149 be considered part of the seniority time, provided, however, the City shall have the right
150 to terminate without compliance with the terms of this Agreement the employment of
151 such new employees within the probation period.
152
- 153 B. All new employees who are duly certified by the Maine Criminal Justice Academy shall
154 serve a probationary period of one (1) year and shall have no seniority rights during this
155 period but shall be subject to all other clauses of this Agreement. All new employees
156 who receive a waiver from the Maine Criminal Justice Academy waiving the basic
157 training requirements shall serve a probationary period of one (1) year from the effective
158 date of the waiver and shall have no seniority rights during this period but shall be subject
159 to all other clauses of this Agreement. For those employees required to attend the Maine
160 Criminal Justice Academy, the probationary period shall be one (1) year, beginning from
161 the time the officer graduates from the Maine Criminal Justice Academy, and the officer
162 shall have no seniority rights during this period but shall be subject to all other clauses of
163 this Agreement.
164
- 165 C. All new “lateral hires” under Article 16(F) shall be subject to this Article. The
166 probationary period begins on date of hire or date of certification whichever comes last.
167
168

169 **ARTICLE 8 - SENIORITY**

- 170
- 171 A. It is agreed that seniority shall be determined for employees of this bargaining unit by
172 length of full-time service in the South Portland Police Department.
173
- 174 B. Patrol Assignment
- 175
- 176 1. Excluding special assignments and support services, patrol assignments shall be
177 determined annually. Assignments shall be determined by seniority, except that a
178 patrol officer may indicate in writing on a form provided by the City not later than

- 179 November 15th of each year preference for a patrol assignment. The form shall
180 be submitted to the designated representative of the Police Chief.
181
- 182 2. The effective date of patrol assignments shall be the first "swing day of the shift
183 rotation" effective after January 1st of each year.
184
- 185 3. In the event that a police officer returns to a patrol assignment for any reason after
186 the implementation of the annual patrol assignment, the police officer shall be
187 assigned by considering the officer's preference and seniority. Any impacted
188 police officer shall then be reassigned based on seniority.
189
- 190 4. Once an officer accepts a preference bid, the officer shall be so assigned until the
191 effective date of the next annual bid, except that a reassignment by the Chief or
192 designee may occur for cause. In the event of a reassignment, the officer shall be
193 assigned according to seniority.
194
- 195 5. Modification or termination of this bid system shall occur by mutual written
196 agreement between the Association and the City. The effective date of any
197 modification or termination shall be thirty (30) days from the signing of the
198 written agreement unless otherwise stated.
199
- 200 C. The utility officer's assigned work schedule shall be consistent with the hours of the
201 employee's shift as a patrol officer.
202
- 203 D. The scheduling and selecting of the Canine Officers and traffic car assignments shall be
204 at the Chief's or designee's discretion.
205
- 206 E. The City agrees to furnish the Association with a list of employees with their length of
207 service within thirty (30) days after signing this Agreement.
208
- 209 F. An employee shall not forfeit seniority during absence caused by illness or accident
210 outside of the working hours.
211
- 212 G. The city and the association agree that the trial period for the team schedule concept is
213 completed and that the team schedule will be adopted on a permanent basis, subject to the
214 following provisions:
215
- 216 1. With this agreement, on-duty hours of SRT members will be adjusted to
217 accommodate minimum training needs, if scheduling allows
218
- 219 2. Employees may elect to adjust on-duty hours to attend training, if scheduling
220 allows. The decision to adjust hours will not be held against the employee nor
221 will it be precedent setting for purposes of establishing prior practice.
222
- 223 3. Modification or termination of the team schedule shall occur by mutual written
224 agreement between the association and the city. The effective date of any
225 modification or termination shall be thirty (30) days from the signing of the
agreement, unless agreed upon.

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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.

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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.

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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:

- 270 1. The Representative, with or without the employee, shall take up the grievance or
271 dispute with the Chief of the department within thirty (30) days after the date of
272 the grievance or the employee's knowledge of its occurrence. The Chief shall
273 attempt to adjust the matter and shall render a decision to the Representative in
274 writing within fourteen (14) days;
275
- 276 2. If said grievance has not been settled the Association Representative or an
277 appropriate Association Grievance Committee shall present it in writing to the
278 City Manager or designee within fourteen (14) days after the Police Chief's
279 decision is rendered. The City Manager or designee shall render a decision to the
280 Association or its Grievance Committee in writing within fourteen (14) days after
281 presented to the City Manager or designee;
282
- 283 3. If said grievance is still unsettled, either party to this Agreement may, within
284 fourteen (14) days, by written notice to each other, submit the grievance to
285 arbitration. The parties shall within ten (10) days of the demand for arbitration
286 jointly attempt to agree on a single arbitrator. In the absence of mutual
287 agreement, the grievance shall be submitted to the Maine State Labor Relations
288 Board of Arbitration and Conciliation, in accordance with the Municipal Public
289 Employees Labor Relations Act, revised 1976, and amendment thereto, or any
290 successor act enacted by the Legislature of the State of Maine governing
291 arbitration of public employees.
292
- 293 D. It is suggested that, for orderly handling of all police business, and for the prevention of
294 grievances that might arise, there be a monthly meeting held between the Chief of Police and
295 the Representatives appointed by the said Association.
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298 **ARTICLE 12 – DISCIPLINARY HEARINGS**

- 299
- 300 A. In accordance with Section 969 of the Municipal Employees Labor Relations Law of 1969
301 and amendments thereto, except in cases of emergency, any disciplinary action by the City
302 against any employee of the South Portland Police Department covered by this agreement,
303 upon any charge of violation of department rules, inefficiency, incompetence, misconduct,
304 negligence, insubordination, disloyalty, or other charge shall first be preceded by a meeting
305 between the charging party, the charged party, and an Association representative in an
306 attempt to amicably settle the charge. In case of dire emergency, the employee may be
307 suspended pending a meeting between the three foregoing parties concerning the settlement
308 of the charge.
309
- 310 B. In the event a settlement cannot be reached as provided in "A" above, the charges may be
311 submitted to the Civil Service Commission in accordance with the provisions of the Civil
312 Service Ordinance of the City of South Portland, provided it is a matter over which the
313 Commission has jurisdiction. The decision rendered by the Civil Service Commission shall
314 be final and binding. Either party may submit any grievance over which the Commission

315 lacks jurisdiction to arbitration. The Arbitrator’s decision shall be final and binding on both
316 parties. The cost of arbitration shall be borne equally by both parties.

317
318 C. Any member so charged who submits a grievance in accordance with the procedure outlined
319 under “B” above shall have the right to be represented by legal counsel or others at said
320 hearing.

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

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

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333 **ARTICLE 14 – LEGAL PROTECTION**

334
335 The City shall provide police professional liability coverage for employees covered by this
336 Agreement to the extent of limits as stated in said policy of insurance. Such policy shall cover
337 the employee when sued for damages as a result of acts as stated, defined and limited in said
338 policy which arise out of and in the regular course of duty. The limits of liability coverage shall
339 be stated, defined and limited in said policy and shall be the following minimum amounts: each
340 incident \$400,000 and policy period aggregate of \$1,000,000.

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

344
345 A. No policies or procedures covered in this Agreement shall be construed to delegate, to
346 alter, or to reduce or abridge any of the following authority conferred on City officials:

347
348 1. The Charter responsibilities of the Manager as Chief Executive Officer of the City
349 for enforcing the laws of the State and City Administration upon ordinance
350 adopted by the Council, recommending an annual budget, or the proper
351 performance of all executive departments.

352
353 2. The responsibility of the Council for the enactment of ordinances, the
354 appropriation of money and final determination of employee compensation.

355
356 3. The responsibilities of the department for establishing rules, initiating disciplinary
357 actions, certification of payrolls, and the reviewing of appointments in the police
358 service of probationers in accordance with this Agreement.

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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.

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ARTICLE 16 – WAGES

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A. Wages

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Experience	7-1-07	7-1-08	1-1-09	7-1-09
	3%	3%	Recruitment and Retention Enhancement 3%	3%
Start	\$15.72	\$16.19	\$16.68	\$17.18
After one (1) year	\$16.78	\$17.28	\$17.81	\$18.34
After two (2) years	\$17.77	\$18.30	\$18.85	\$19.42
After three (3) years	\$19.08	\$19.65	\$20.24	\$20.85
After five (5) years	\$19.96	\$20.56	\$21.18	\$21.82
After ten (10) years	\$20.88	\$21.51	\$22.16	\$22.82
After fifteen (15) years	\$21.26	\$21.90	\$22.56	\$23.24
After twenty (20) years	\$21.75	\$22.40	\$23.07	\$23.76

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B. Definitions

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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

Any employee of the Police Department who may be classified as the “Detective” or “Youth Aid Officer” shall receive twelve (\$12.00) dollars additional compensation per week.

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2. Polygraph Operator
Any employee classified as a “Polygraph Operator” shall receive twelve (\$12.00) dollars additional compensation per week.
 3. Technician
Any employee classified as a “Technician” shall receive twelve (\$12.00) 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 twelve dollars (\$12.00) 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 twelve dollar (\$12.00) 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 eight dollars (\$8.00) additional compensation per week.
 7. Canine Officer/Footbeat Officer
Any employee classified as a “Canine Officer” or a “Footbeat Officer” shall receive eight (\$8.00) 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 twelve (\$12.00) dollars, or in the case of “utility,” “canine” and/or “footbeat” officer, eight (\$8.00) dollars per week.
 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.

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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 \$0.20 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 \$0.35 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 \$0.40 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

508 occur within six (6) months from the annual test date. If the
509 participating employee is unable to take the second scheduled test due
510 to injury, the employee's stipend shall end. If the City fails to
511 schedule a second test within six (6) months, the injured employee's
512 fitness stipend shall continue until the test is scheduled. In the event
513 that any employee who is required to pass the fitness test fails to
514 successfully pass the test for the second time, the employee's stipend
515 shall end and the employee shall be required to participate in a
516 remedial fitness program as established by the Chief or designee. The
517 remedial period shall be six (6) months from the date that the officer
518 did not successfully complete the second test.

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

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526 12. Voluntary EMS Licensure

- 527
528 a. \$15.00 per week
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530 b. To qualify for this stipend, a police officer must maintain at least an
531 emergency medical technician (EMT) license. Only one stipend, regardless of
532 the number of EMS licenses held (EMT, Intermediate, or Paramedic,) shall be
533 paid per employee. A police officer shall be reimbursed for the cost of the
534 course/recertification including the cost of books pursuant to the City's
535 personnel policy, e.g. ½ of course and book expenses. Such courses are not
536 required as a condition of employment and are not to be considered hours
537 worked.

538
539 13. Recruitment and Retention Stipend

540
541 Any employee covered by this Agreement shall receive 3% of his or her
542 "regular weekly wage," paid on a weekly basis from January 1, 2010 to June
543 30, 2010.

544
545 For purposes of this subsection the term "regular weekly wage" means the
546 employee's regular hourly rate identified in paragraph A above, not including
547 stipends or other wage enhancements, multiplied by the employee's regularly
548 scheduled weekly hours of work, not including overtime hours.

549
550 D. Section 125 IRS Employee Withholding Accounts

551
552 Employees will be offered the opportunity to voluntarily withhold pre-tax contributions
553 from their regular weekly payroll check into a flexible medical spending and/or day care

554 spending account under the provisions, rules and regulations of Section 125 of the
555 Internal Revenue Service Code as amended from time to time.

556
557 E. Method of Payment

558
559 Wages shall be paid through direct deposit to the financial institutions designated by the
560 employee.

561
562 F. Lateral Hires

563
564 The City may hire experienced patrol officers (“lateral hires”). The City may start lateral
565 hires at one of the more experienced step pay rates contained in this Article.

566
567 Starting pay for lateral hires may not exceed the five (5) years experience step. The City
568 shall have the unrestricted right to establish starting pay for lateral hires at between the
569 “start” step and the five (5) years experience step.

570
571 Newly hired lateral hires start work with the City with no City service time (no seniority)
572 even if receiving pay at a pay step above “start.” That is, any lateral hire will have to
573 work for the City for the requisite number of years to reach the next pay step. For
574 example, a newly hired lateral hire receiving pay at the five (5) years experience pay step
575 would have to work for the City for ten (10) years before advancing to the 10 year step.

576
577 New lateral hires are subject to the probationary period in Article 7.

578
579

580 **ARTICLE 17 – HOURS AND OVERTIME**

581
582 A. Hours

583
584 1. Except for utility officers, special assignments and assignment changes, five
585 consecutive days in any seven (7) day period shall constitute a normal work week.
586 Eight (8) consecutive hours in a regular work shift shall constitute a normal day’s
587 work for employees. By mutual written agreement, the City and the Association may
588 modify this provision.

589
590 2. The Chief or designee shall schedule utility officers for fixed days off when not
591 filling in for vacations. The maximum any employee covered by the Agreement shall
592 work as Utility Officer shall be a total of thirteen (13) weeks in any calendar year.
593 The utility assignment shall be rotated among all patrol officers within the same shift.
594 Selection shall be made from officers whose days off were Thursday and Friday and
595 who are rotating to Wednesday and Thursday days off. In the event that more than
596 one officer is involved, the officer who has the most recent assignment as a utility
597 officer shall not be selected. Patrol officers do not include officers assigned to
598 support services, or special assignments. An employee assigned to the utility function
599 shall assume the days off of the officer for which the employee is covering. Upon

600 returning to the patrol function, that person shall be rotated backwards into the days-
601 off schedule toward the beginning of the calendar week from Wednesday/Thursday
602 days off up to and including being assigned the days off of Saturday/Sunday. An
603 officer returning from the utility officer assignment shall not be assigned
604 Wednesday/Thursday as the officer's days off.
605

606 3. At the Chief's or designee's discretion, police officers may be assigned to footbeat
607 assignments. This footbeat shift assignment shall consist of eight (8) consecutive
608 hours and shall be consistent with the hours of the officer's shift as a patrol officer.
609 In the event that no officer within the shift volunteers to fill the footbeat assignment,
610 the assignment will be made by inverse seniority.
611

612 B. Overtime

613 1. All hours worked in excess of eight (8) hours per day or forty (40) hours per week
614 shall be paid at the monetary rate of one and one-half times the sum of the base
615 hourly rate.
616

617 2. Employees assigned to the Patrol, Detective or Support Services Division may earn
618 and accrue up to a maximum of forty (40) hours of compensatory time in lieu of
619 payment of such overtime. Such compensatory time shall be earned at a rate of time
620 and one half the number of eligible overtime hours worked and as defined by "hours
621 worked" within this section of Article 17. Such time off shall be scheduled in the
622 same manner as a single vacation day.
623

624 3. For the purposes of this section, "hours worked" shall mean only the hours actually
625 worked.
626

627 4. For the purposes of this section "hours worked" shall not include:
628

629 a. Hours compensated for by sick leave pay;

630 b. Hours compensated for by bereavement pay;

631 c. Hours compensated for by holiday pay as set forth in Article 27;

632 d. Hours compensated for by reserve service leave;

633 e. Hours compensated for by the four (4) hour minimum guarantee which are not
634 actually worked;

635 f. Hours compensated for by the three (3) hours off-duty court appearance
636 minimum guarantee which is not actually worked.
637

638 5. Employees called back to work shall receive a four (4) hour minimum guarantee at
639 time and one half (1.5) for the work for which they are called back. The provision
640 does not apply to regularly scheduled training programs and/or classes and meetings.
641
642
643
644
645
646

647 Employees scheduled for training programs, classes or meetings shall receive a
648 minimum two (2) hour guarantee. Regularly scheduled training programs and/or
649 classes, but not meetings, shall be paid at straight time but shall be counted as hours
650 worked in calculating the forty (40) hour work week but not in calculating the eight
651 (8) hour work day, for purposes of establishing payment for overtime hours. The
652 above four (4) hour minimum guarantee provision will, however, apply to all policed
653 functions such as parking lot jobs, road jobs, dances, and ball games. Overtime will
654 be divided equally among all employees so far as possible; the Chief of the
655 Department or designee shall maintain an overtime roster. Support service may work
656 patrol after patrol turns down all overtime.

- 657
- 658 6. Employees shall provide security for City Council meetings at management's request.
659 In the event that this assignment would have the effect of dropping the number of
660 patrol cars on the road to below four (4,) the Chief or designee shall fill the
661 assignment by overtime.

662

663 C. Shift Cycle

- 664
- 665 1. On shift cycle change, except for utility officers, footbeat, traffic car, special
666 assignment (including support services) and assignment changes, each person's
667 day off will rotate back as follows:
- 668
- 669 a. Employees with Saturday and Sunday off will rotate to having
670 Thursday and Friday off.
- 671
- 672 b. Employees with Thursday and Friday off will rotate to having
673 Monday and Tuesday off.
- 674
- 675
- 676 c. Employees with Monday and Tuesday off will rotate to having
677 Saturday and Sunday off.
- 678
- 679 2. The shift cycle change will be the first Monday of each January and run for
680 thirteen (13) weeks.
- 681
- 682 3. During a payroll period in which a shift change occurs, employees who are
683 required to work forty-eight (48) hours will be compensated at their regular rate
684 for forty (40) hours and have four (4) hours of compensatory time placed in their
685 compensatory time-off account. It shall be the employee's responsibility to file a
686 slip requesting the compensatory time be credited. (July 27, 1998 side letter)
- 687
- 688 4. During a payroll period in which a shift change occurs employees who are only
689 required to work thirty-two (32) hours will be compensated at their regular rate
690 for forty (40) hours. (July 27, 1998 side letter)

691
692 D. Court Pay
693
694 Employees who are required to make an off-duty attendance at court shall receive their
695 base hourly rate at time and one-half for the time spent in court, with a minimum of three
696 (3) hours pay at time and one-half for each such attendance. All payments from the court
697 shall be submitted directly to the City.
698

699 E. Outside Overtime
700

701 1. Outside overtime jobs relating to City projects, or school events, including but not
702 limited to athletic events, school dances, and City construction projects, shall be
703 assigned from the outside overtime list. In the event nobody from the list is
704 available, volunteers may be sought from off the list. If no volunteers are
705 available, the job will be filled by forcing from the outside overtime list. If the
706 outside overtime list has been exhausted, (e.g. all officers are already working,)
707 then the job may be forced from the in-house overtime list. In the event an officer
708 is forced from the in-house overtime list, then that officer will receive credit for
709 the force on his/her shift's force list. (May 24, 1999 side letter)
710

711 2. Non-City or school related outside overtime jobs shall only be offered if such jobs
712 can be force filled in the event they cannot be filled voluntarily.
713
714

715 **ARTICLE 18 - RIGHT TO SUBSTITUTE**
716

717 The right to substitute at any time shall be permitted provided, however, that permission to
718 substitute on any shift shall be obtained from the Chief or designee, provided that someone will
719 be available at all times with reasonable notice.
720
721

722 **ARTICLE 19 - MEDICAL AND LIFE INSURANCE**
723

724 A. Health Insurance
725

726 1. The City shall continue to make available to employees and their eligible
727 dependents family health and accident coverage and benefits in the City's group
728 health and hospitalization plan (Maine Municipal Association - Traditional Plan
729 Schedule A and major medical plan.) Not later than October 1 of any year of
730 this Agreement, the Association shall notify the City whether the bargaining unit
731 has elected to change to the M.M.A. Comprehensive health insurance plan with
732 the point of service option, to be effective January 1. In such instance, the salary
733 schedule shall be increased from the scheduled increase by one percent (1%.) The
734 City shall not be held liable for unilateral changes made by the federal or state
735 governments or provider. The City has the right to change or provide alternative

736 providers of group health and hospitalization coverage and benefits or to self-
 737 insure as it deems appropriate. If the City changes health providers, then at the
 738 time of the change the City shall maintain substantially similar family health and
 739 accident coverage. "Substantially similar" as used in this Article means coverage,
 740 although slightly different in minor areas, is overall equal or of greater benefit to
 741 the bargaining unit as a whole.

742
 743 a. If the Association elects prior to January 1, 2004 to change to the
 744 "Comprehensive Health Insurance Plan" offered by M.M.A., the following
 745 language shall be added to this provision:

746
 747 b. The City agrees that in no event shall the employee's annual premium
 748 contribution towards health insurance exceed fifteen percent (15%) of the
 749 total annual cost of the health insurance premium. The total annual cost of
 750 the health insurance premium is the sum of the employer's share and the
 751 employee's share, or effectively the rate charged by the insurer.

752
 753 2. In the alternative, any member of the bargaining unit may voluntarily elect on an
 754 annual basis to participate in the point of service option under the above health
 755 insurance program provided by the City.

756
 757 3. Beginning January 1, 1991, the City shall pay 100% of the individual premium
 758 rate for the employee. Beginning January 1, 1991 and effective annually
 759 thereafter, employees with family or dependent health and hospitalization
 760 coverage shall as a condition of participation for the family or dependent coverage
 761 share in the premium rate increase. Should the City decide to change anniversary
 762 dates of its insurance policy(ies,) the change in policy years shall not effect any
 763 calculation of payroll deduction until the following January first. Employees
 764 through payroll deduction shall contribute one half of the increase in family or
 765 dependent premium increase, whichever is applicable, not to exceed an increase
 766 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

769
 770
 771 4. For purposes of this Agreement, "family coverage" shall mean coverage for the
 772 employee and spouse and/or any dependent children. "Dependent coverage" shall
 773 mean coverage for the employee with one or more dependent children with no
 774 spouse. To be eligible to participate in the family or dependent health and
 775 hospital plan, employees must sign an authorization form which will allow the
 776 City to withhold wages through weekly payroll deduction to collect the
 777 employee's contribution towards family and dependent premium increases.
 778 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 (½) of the City's cost saved as a result of the election of reduced coverage or no coverage. The cash payments under this provision are taxable income and shall be paid to the employee as an addition to 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.

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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. When an employee resigns in good standing from active service with the City, has two (2) years seniority and provides a two (2) week notice prior to leaving, the employee shall receive an amount equal to the employee's salary at the time of resignation for one-half the number of days of accumulated, unused sick leave, subject to a maximum payment equal to wages for forty-five (45) days.

B. Effective July 1, 1995, when an employee retires, having given two (2) weeks notice, from active service with the City, the employee shall receive payment for one-half the number of accumulated sick days, subject to a maximum payment equal to wages for seventy-five (75) days. An employee who retires and has under seventy-five (75) days of accumulated sick leave will receive no payment for unused sick leave.

C. An employee who is not yet at their 25th anniversary and has in excess of one hundred fifty (150) accrued sick leave days may take an early retirement equal to one-half the excess accumulated days over one hundred fifty (150.) An employee in excess of 25 years with the city or who reaches their 25th anniversary during early retirement shall receive a lump sum payout per this article. Employees must give the Chief a minimum of thirty (30) days prior notice of the intent to exercise this early retirement option unless waived by mutual agreement.

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.

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

874
875
876 **ARTICLE 22 – SICK LEAVE**
877

- 878 A. This Article provides the exclusive source for sick leave rights for employees hired on or
879 after July 1, 2008.
880
- 881 B. Employees hired between July 1, 2008 and December 31, 2008 will be credited with five
882 (5) sick days for use in 2008 only. Those five (5) sick days may be used for the reasons
883 identified in subparagraph D below only. On December 31, 2008, all unused sick days
884 provided under this subparagraph will be deleted and not carried over to the following
885 year. No payment will be made to the employee for unused sick days under this
886 subparagraph. On and after January 1, 2009, sick pay is governed by subparagraph C
887 through F below.
888
- 889 C. Employees hired on or after July 1, 2008, will be credited with ten (10) sick days per year
890 starting January 1, 2009.
891
- 892 D. Sick leave may be used for the following reasons only:
893
- 894 1. Personal illness or physical or mental incapacity of such a degree as to render the
895 employee unable to perform the duties of the employee's position, unless other
896 work in the Police Department which the employee is capable of doing is
897 available and the Police Chief or designee assigns the officer to such other work.
898 If requested by the Chief or designee, the employee shall furnish a certificate from
899 the attending physician. If the Chief or designee requests such certificate, the
900 City hereby agrees to pay any cost incurred by the employee as a result of
901 obtaining such certificate. The City will pay only upon proof of charge.
902
 - 903 2. In the event that a spouse and/or child is physically or mentally incapacitated to a
904 degree that the employee is required to attend such incapacitated spouse and/or
905 child.
906
 - 907 3. Each calendar year, employees may utilize up to three (3) sick leave days per
908 calendar year without meeting the requirements of (C)(1) and (C)(2) above. Such
909 time off shall be requested and scheduled with the permission of the Chief of
910 Police or designee in the same manner as single vacation days. Such time off may
911 or may not be granted in the exclusive discretion of the Chief of Police or
912 designee, and will not be granted if it causes overtime to be incurred. Such time
913 will be charged to the employee's sick leave balance.
914
- 915 E. The City will evaluate each employee's sick leave bank on December 31. If an
916 employee's sick leave bank has a balance of unused time on December 31, the City will
917 pay to the employee an amount equal to one-half (50%) of the unused portion of that
918 calendar year's sick leave in the first pay period following the end of each calendar year.

919 The remaining one-half (50%) of the unused sick leave will be deleted and will not be
920 carried over to the next year. Each employee will start each new calendar year on
921 January 1 with ten (10) sick leave days only.

922
923 F. If an employee's employment is terminated for any reason, the City will evaluate the
924 employee's sick leave bank, as of the date of termination. One-half (50%) of any unused
925 sick leave as of the date of termination will be paid off as part of the employee's last pay.
926 The remaining one-half (50%) of the unused sick leave will be deleted.

927
928 G. The City will provide a short term disability insurance policy or similar vehicle for
929 employees to purchase at the employee's expense. The terms of this policy will be
930 governed by the insurance plan.

931
932

933 **ARTICLE 23 - INJURIES**

934
935 A. Employees who are covered by this Agreement and who are injured on the job may, in
936 addition to compensation paid or payable under the Workers' compensation Act, utilize
937 accumulated sick leave (pro-rated) up to an amount sufficient to bring them up to full
938 standard base rate of pay, plus educational and fitness incentives consistent with Article
939 16 - WAGES, while any incapacity exists and until they are either placed on disability
940 retirement or return to active duty.

941
942 B. After a period of six (6) months from the date of injury, an employee who continues to
943 receive compensation paid under the Workers' Compensation Act shall receive
944 supplemental pay from the City so that the sum of the workers' compensation benefits
945 and supplemental payment equals the employee's standard base rate of pay according to
946 Article 16 - Wages, provided the employee was not acting in a negligent manner or in
947 violation of any departmental rule. Such supplemental pay shall not be charged to an
948 employee's accumulated sick leave. In such cases the employee shall immediately sign
949 over to the City any payment for compensation. The employee shall be provided with an
950 amended W-2 form to reflect any workers' compensation benefit and shall receive a cash
951 reconciliation the first of the following year covering any over payment of social security
952 during the preceding year due to workers' compensation payment.

953
954 C. Beginning twelve (12) months from the date of injury, an employee who continues to be
955 out on workers' compensation shall not continue to earn or accrue additional holidays, or
956 vacation days until the employee returns to active duty.

957
958 D. An employee who is out on workers' compensation leave, performing a light duty
959 assignment or otherwise has not returned to regular active duty shall retire upon the
960 effective date of eligibility for retirement under the Maine State Retirement System, or in
961 the case of an employee who is not a participant in the Maine State Retirement System,
962 not later than upon reaching the twenty-fifth (25th) year anniversary of service within the
963 South Portland Police Department.

- 964 E. The City shall assign alternate work to members of the patrol Bargaining Unit when they
965 are unable to perform their normal duties as a result of an on-duty injury/illness.
966 (November 14, 1997 side letter)
967
- 968 F. Such alternative work assignments will meet any restrictions outlined by medical
969 practitioners and be commensurate with the hours the officer is assigned at the time of the
970 injury/illness. Assignment to a more senior shift may occur if no other officer is displaced
971 as a result of the temporary assignment. (November 14, 1997 side letter)
972

973
974 **ARTICLE 24 – EXTRAORDINARY INCIDENTS**
975

976 When an “extraordinary incident” causes an employee covered by this Agreement to lose time
977 from work due to incapacity, he or she will be paid “regular wages” for the duration of the
978 incapacity, offset by workers’ compensation benefits received.
979

980
981 The Police Chief or designee with the approval of the City Manager or designee shall have the
982 unrestricted right to determine whether an “extraordinary incident” has occurred, and whether it
983 caused and is causing incapacity.
984

985 As used in this paragraph “regular wages” means the employee’s regular hourly rate identified
986 in Article 16(A), not including stipends or other wage enhancements, multiplied by the
987 employee’s regularly scheduled weekly hours of work, not including overtime hours.
988

989 Incapacity caused by an “extraordinary incident” shall not be charged to the employee’s accrued
990 sick leave.
991
992

993 **ARTICLE 25 - OFF-DUTY INJURIES**
994

- 995 A. If an employee of the police unit, while off duty, is called into a situation and is injured
996 while doing so, the City shall assume the responsibility to pay for medical, surgical, and
997 hospital expenses, provided the officer was not acting in a negligent manner or in
998 violation of any department rule.
999
- 1000 B. It is the intention of the City to offer alternate work assignments to members of the Patrol
1001 Bargaining Unit when they are temporarily disabled and unable to perform their normal
1002 duties as a result of off-duty injury/illness. (November 14, 1997 side letter)
1003
- 1004 C. It is the intention of the City to offer short-term alternate work assignments to members
1005 of the Patrol Bargaining Unit when they are temporarily unable to perform their normal
1006 duties as a result of elective surgery. Elective surgery in this case, is defined by past
1007 practice set prior to the signing date of this agreement. (November 14, 1997 side letter)
1008

1009 D. Such alternative work assignments will meet any restrictions outlined by medical
1010 practitioners and be commensurate with the hours the officer is assigned at the time of the
1011 injury/illness. Assignment to a more senior shift may occur if no other officer is displaced
1012 as a result of the temporary assignment. (November 14, 1997 side letter)
1013
1014

1015 **ARTICLE 26 - VACATIONS**

1016
1017 A. Effective January 1, 1994, all permanent employees covered by this agreement who have
1018 more than one (1) year of service and less than five (5) years of service shall be entitled
1019 to a vacation of two (2) work weeks during the calendar year. Entitlement to vacation
1020 shall be determined as of the first day of the calendar year. Employees with less than one
1021 (1) year seniority shall receive no vacation.
1022

1023 B. Effective January 1, 1994, all employees covered by this Agreement who have completed
1024 five (5) years of service but less than (12) years of service shall be entitled to a vacation
1025 of three weeks during the calendar year. Entitlement to vacation shall be determined as
1026 of the first day of the calendar year.
1027

1028 C. Effective January 1, 1989, all employees covered by this Agreement who have completed
1029 twelve (12) years of service but less than twenty (20) years of service shall be entitled to
1030 a vacation of four (4) weeks during the calendar year. Entitlement to vacation shall be
1031 determined as of the first day of the calendar year.
1032

1033 D. Effective January 1, 1989, all employees covered by this Agreement who have completed
1034 twenty (20) years of service shall be entitled to a vacation of five (5) work weeks during
1035 the calendar year. Entitlement to vacation shall be determined as of the first day of the
1036 calendar year.
1037

1038 E. Vacations shall be scheduled according to present practices. Vacations of one (1) week
1039 or more in duration must have the approval of the Chief of Police or designee as to
1040 scheduling.
1041

1042 F. Employees of all shift teams, except days, will be allowed one (1) employee off on a
1043 vacation week at a time. Employees of the day shift teams may have (2) employees off
1044 on a vacation week at a time.
1045

1046 The total number of officers allowed off on both day teams will not exceed three,
1047 including those off on a vacation week or any other discretionary leaves without shift
1048 commander approval.
1049

1050 The number of officers on all other shifts/teams off per shift on discretionary leave,
1051 inclusive of vacation weeks will not exceed (2), without shift commander approval.
1052

1053 Notwithstanding any other provision of this article, an employee will be granted approval
1054 for use of the first special holiday, in accordance with prior practice.

1055
1056 G. The Police Officer who retires or resigns shall be entitled to accrued and unused vacation
1057 pay. For the purpose of this Article, "years of service" will be defined as years of service
1058 within the South Portland Police Department.
1059
1060

1061 **ARTICLE 27 - HOLIDAYS**

1062
1063 A. An officer whose tour of duty requires the officer to work any or all holidays shall have
1064 two (2) weeks vacation (ten days) in lieu of holidays.
1065

1066 B. Employees with less than five (5) years of service in the Department who leave
1067 employment prior to yearend shall receive a pro-ration of holidays earned but not used.
1068 Employees with more than five (5) years shall receive the balance of accrued but unused
1069 vacation time in lieu of holidays.
1070

1071 C. If an employee is required to work on holidays other than the employee's regular tour of
1072 duty, the employee shall receive hourly pay for overtime. However, the provision
1073 covering time and one-half shall apply.
1074

1075 D. Each employee shall have the option of taking two (2) weeks (ten [10] days) of holiday
1076 vacation in individual days, subject to the approval of the Chief or designee. An
1077 employee will be allowed to use individual days on Friday or Saturday, providing the
1078 employee makes arrangements to have another officer cover this shift. One (1) employee
1079 per shift will be entitled to book an individual vacation day on the eve of or on the day of
1080 one of the five major holidays (New Years, Memorial, July 4th, Thanksgiving and
1081 Christmas,) provided the employee makes arrangements to have another officer cover the
1082 employee's shift. No employee shall be forced to work as a result of this provision and
1083 no grievances shall be processed in accordance with the overtime provision. The option
1084 of filling of the job shall remain with the Chief or designee.
1085

1086 E. During the life of this Agreement, each employee will receive two (2) extra holidays to
1087 be given at the discretion of the Chief of Police. The second (2nd) extra holiday shall be
1088 scheduled in the same manner as single vacation days.
1089

1090 F. Employees who work on either Thanksgiving Day or December 25th shall receive a
1091 stipend of \$25 for each full shift worked. Employees who are out on a vacation day, sick
1092 day or any other leave or are already receiving overtime shall not be eligible for the \$25
1093 stipend. For purposes of this article, the holiday shall begin at 11 p. m. on the eve of the
1094 holiday and terminate at 11 p. m. on the night of the holiday.
1095

1096

1097

ARTICLE 28 - BEREAVEMENT LEAVE

1098

1099 An employee shall be excused from work up to five (5) calendar days immediately following the
1100 death of a mother, father, spouse, significant other, child, or step-child and three calendar days
1101 immediately following the death in the employee's immediate family as defined below, and shall
1102 be paid the employee's regular rate of pay for the regularly scheduled work hours missed.
1103 Permission to take the unused portion of bereavement leave on other than a calendar basis
1104 immediately following the death shall not be unreasonably refused. In cases of necessity,
1105 additional time may be allowed at the discretion of the Chief or designee. Not more than eight
1106 (8) hours per day shall be paid under this article. It is intended that this time off be used for the
1107 purpose of handling necessary arrangements and attendance at the funeral.

1108

1109 A. Immediate family is hereby defined as grandmother, grandfather, brothers, sisters, father-
1110 in-law, mother-in-law, brother-in-law, sister-in-law, grandchildren, stepfather,
1111 stepmother, grandmother in law, grandfather in law, aunt, uncle, or other relatives living
1112 in the household of the employee.

1113

1114 B. The identity of the "significant other" shall be provided to the Chief of Police in a sealed
1115 envelope and kept in the officer's personnel file. The identity shall not be determined
1116 unless the officer requests leave under this provision.

1117

1118

1119

ARTICLE 29 - PENSION

1120

1121 A. Maine Public Employees State Retirement Benefit

1122

1123 1. It is a condition of employment that employees of the Police Department, on
1124 entering City service, are entitled to provision of the Maine Public Employees
1125 Retirement System and the benefits provided by the Social Security program.
1126 The City agrees to continue to participate in the cost of benefits available from
1127 both systems. Participation in the Maine Public Employees Retirement System is
1128 optional for employees of the South Portland Police Department.

1129

1130 2. The City agrees to extend the provisions of the Survivor Benefits Section of the
1131 Maine Public Employees Retirement Law.

1132

1133 3. Until June 30, 2009,, the City shall extend to all eligible employees and
1134 participants of the Maine State Retirement Plan as of June 30, 1995, a retirement
1135 pension under Maine State Retirement System Consolidation Plan entitling
1136 employees to one-half (½) salary after having completed twenty-five (25) years of
1137 service regardless of age; which benefit shall be based on one-half of the average
1138 of the employee's top three years of pay, including the 2% retirement option,
1139 COLA, in accordance with and subject to the provisions of the statutes of the
1140 State of Maine and the rules of the Maine State Retirement System now

1141 applicable or as they may hereinafter be amended. Effective July 1, 1995, the
1142 employee's rate of contribution shall be increased to 6.5% of gross weekly
1143 earnings and shall be a condition of plan participation.
1144

1145 4. "Special Benefit Plan 3" Adopted Effective July 1, 2009
1146

1147 a. Effective July 1, 2009, and for future service only, the City will adopt the
1148 provisions of "Special Benefit Plan 3" (2/3 average final compensation,
1149 upon the completion of twenty-five (25) years of Special Plan service
1150 regardless of age, including cost of living adjustments) pursuant to 5
1151 M.R.S.A. §18801 – 18806 and Maine Public Employees Retirement
1152 System Rules, Ch. 803, §8(E), as amended, for all eligible employees
1153 covered by this Agreement.
1154

1155 b. "Special Benefit Plan 3" for future service only, will be the exclusive plan
1156 available for all employees covered by this Agreement on July 1, 2009,
1157 who elect Maine Public Employees Retirement System pension benefits.
1158

1159 c. All employees covered by this Agreement participating in other Maine
1160 Public Employees Retirement System pension plans as of July 1, 2009,
1161 will be transferred to "Special Benefit Plan 3" for future service only.
1162

1163 d. The contribution rates for the City and covered employees for
1164 participation in "Special Benefit Plan 3" will be as established by the
1165 Maine Public Employees Retirement System.
1166

1167
1168 B. Deferred Compensation Section 457
1169

1170 1. Employees may join the City of South Portland Deferred Compensation Plan as
1171 established by the provisions of that plan document, as amended.
1172

1173 2. For purposes of this Agreement, "retirement" for Deferred Compensation Plan
1174 employees shall be considered 25 years of service but in no case later than age
1175 69½.
1176

1177 **ARTICLE 30 - CLOTHING ALLOWANCE**

1178 A. The City agrees to pay \$339.20 per year for acquisition and replacement of uniforms and
1179 accoutrements with approval of the Chief of Police or designee.
1180

1181 B. If the Chief has authorized the purchase of a piece of clothing or equipment that has not
1182 been bid through the City's purchasing procedure, employees will be permitted to
1183 purchase said equipment or clothing through the lowest retail or wholesale provider,
1184 provided the equipment or clothing meets departmental specifications (e.g. make, model
1185 etc.) The City agrees to pay 100 percent on the cost of repair or replacement of civilian
1186 clothing and accoutrements worn by plain clothed employees and uniforms of employees
1187 damaged and destroyed in the performance of duties. Such personal loss shall be

1188 reported to the chief or designated authority prior to the end of said employee's regular
1189 tour of duty.

1190
1191 C. The Chief shall have the discretion of setting a cut off date for expenditure of allowance,
1192 not to precede June 1. This date would become invalid if the City changes the dates of its
1193 fiscal year. Should there be any change in uniform, insignias, or accoutrements, these
1194 funds will not come from the individual officer's clothing allowance.

1195
1196 D. Effective with the 1994 tax year, all non uniform clothing allowance disbursements or
1197 reimbursements shall be considered taxable compensation for purposes of state, federal
1198 and FICA taxes.

1199
1200 E. This Article shall not apply to provisional patrol officers who shall receive uniforms at
1201 the discretion of the Chief of Police during their probationary period.

1202
1203

1204 **ARTICLE 31 - HEALTH AND FITNESS**

1205
1206 Effective July 1, 1991, employees shall be eligible to use the South Portland Municipal Pool
1207 facility and Municipal Golf Course during the regular operating hours of each respective facility
1208 at no charge to the employee for membership or daily fees. The fee shall be waived only for the
1209 employee, not the employee's spouse or family. Hours spent at either facility shall not be
1210 considered hours worked.

1211
1212

1213 **ARTICLE 32 - SAVINGS CLAUSE**

1214
1215 If any provision of this Agreement shall be contrary to any laws or a City Ordinance, such
1216 invalidity shall not affect the validity of the remaining provisions.

1217
1218

1219 **ARTICLE 33 - TERM OF AGREEMENT**

1220
1221 A. Term of Agreement
1222
1223 The Agreement shall cover the rights of the parties from July 1, 2007 through June 30,
1224 2010 provided, however, that if the City Council of the City of South Portland shall not
1225 ratify insofar as it relates to economic matters within twenty-one (21) days from the date
1226 it first considers it, this Agreement shall be invalid for all purposes.

1227
1228 B. Zipper Clause
1229
1230 During the negotiations that resulted in this Agreement, both parties had the unlimited
1231 right to present proposals and counter proposals. Therefore, during the term of this

1232 Agreement, neither party will be required to negotiate over these items whether or not
1233 contained herein, provided the Association retains its right to bargain over the impact of a
1234 legislative change, a charter change and/or a change in existing department rules that
1235 substantially impacts the employees' wages, hours, and terms and conditions of
1236 employment.

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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 _____, 2008, 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

President

John McGough
Human Resources Director

Edward Googins
Police Chief