

Meeting of November 20, 2018

South Portland City Council
Position Paper of the City Manager

Subject:

ORDER #91-18/19 – Authorizing the City Manager to sign a collective bargaining agreement with the South Portland Firefighters IAFF Local 1476 for the period of July 1, 2018 to June 30, 2021. Passage requires majority vote.

Position:

This item is brought forward to authorize the City Manager to sign a three-year contract with the South Portland Firefighters IAFF Local 1476. The period of this new contract is from July 1, 2018 to June 30, 2021. The contract has been approved by the firefighters' union.

Changes have been made to the following Articles:

- Article 4 – Dues Deductions
- Article 6 – Seniority and Layoffs
- Article 9 – Promotions
- Article 13 – Duties
- Article 14 – Hours
- Article 15 – Wages
- Article 16 – Overtime
- Article 17 – Outside Overtime
- Article 19 – Medical and Life Insurance
- Article 20 – Injuries
- Article 23 – Sick Leave
- Article 25 – Bereavement Leave
- Article 26 – Temporary Service out of Rank
- Article 29 – Clothing Allowance
- Article 35 – Position and Responsibility of the emergency Medical Director
Coordinator
- Appendix B – Memorandum of Understanding Outside Overtime Opportunities

The changes are outlined in detail in the attached memo from Human Resource Director Stephanie Weaver. Ms. Weaver and Fire Chief Jim Wilson will be present at Tuesday's meeting to answer questions.

Requested Action:

Council passage of ORDER #91-18/19.

A handwritten signature in black ink, appearing to be "S. M. ...", written over a horizontal line. The signature is stylized and cursive.

City Manager

CITY OF SOUTH PORTLAND, MAINE

Memorandum

TO: Mayor Cohen and Members of the City Council

FROM: Stephanie Weaver, Human Resources Director

DATE: October 30, 2018

RE: Recommendation for Adoption of the South Portland Firefighter Privates Unit Collective Bargaining Agreement for July 1, 2018 to June 30, 2021

The City administration has reached a tentative agreement on a successor collective bargaining agreement with the South Portland Firefighter Privates (non-command personnel) unit, currently representing forty-seven (47) City employees. This recommends the Council support the new Agreement (a marked up copy will be provided to the Council) at the November 8 meeting.

- The term of the tentative agreement is for three (3) years, from July 1, 2018 to June 30, 2021.
- The tentative agreement has been ratified by the Union.
- The terms and provisions are within the guidance set forth by the City Council in executive session on June 12.

The proposed changes are summarized as follows:

Article 4 – DUES DEDUCTIONS

- Language has been updated to reflect the recent Supreme Court decision in regards to Fair Share dues.

Article 6 – SENIORITY AND LAYOFFS – Remove language regarding layoffs between 2009-2011.

Article 9 – PROMOTIONS - Remove highlighted language.

Article 13 – DUTIES

- Allow up to 8 hours of Overtime pay every three years for in-house training for Advanced Cardiac and Pediatric Advanced Life Support certifications.

Article 14 – HOURS

- Establish a flexible schedule for up to 4 future new hires (beyond current 71 authorized staff) to allow peak demand staffing.

Article 15 – WAGES

- **Year # 1** – 7/1/18 to 6/30/19:
 - 2.0% base wage increase, retroactive to July 1, 2018, and include the Emergency Medical Technician stipend (3 levels including Paramedic) and the Paramedic longevity stipend in the base pay.
- **Year # 2** – 7/1/19 to 6/30/20: 2.0% base wage increase.
- **Year # 3** – 7/1/20 to 6/30/21: 2.0% base wage increase.
- Increase the weekly educational stipend from \$9/week to \$10/week for an Associate’s degree and \$18/week to \$20/week for a Bachelor’s degree.
- Allow an employee who passes an annual CPAT (test of fitness), in addition to one who passes the City’s Fitness Exam, to qualify for the Fitness Incentive.

Article 16 – OVERTIME

- Reduce the number of overtime lists for hiring employees from 4 to 2 and adjust the mechanics of rotating names on the list.

Article 17 – OUTSIDE OVERTIME - Eliminate this article due to changes in Article 16 and reserve this section for future use.

Article 19 – MEDICAL AND LIFE INSURANCE

- Eliminate outdated language on POS-A health insurance plan.
- The PPO 500 Plan with Health Reimbursement Arrangement (HRA) combined health insurance benefit will be consolidated into one HRA and capped at \$1500 for coverage at the single level and \$3000 for an employee with dependents; the previous HRA benefit was \$1525 and \$2650 but with two HRAs and percent cap language. (This same revision is intended for all contracts.)
- Increase employee contributions for those enrolled in the POS-C plan: from 0% to 3% for employee only coverage, regardless of hire date; and raise the weekly contribution caps for dependent coverage by \$1/week in years 2 and 3 of the contract.

Article 20 – INJURIES – Fix section numbering errors.

Article 23 – SICK LEAVE – Correct Appendix in Section E from B to A to match actual appendix.

Article 25 – BEREAVMENT LEAVE – Correct section lettering.

Article 26 – TEMPORARY SERVICE OUT OF RANK

- Rename this article and revise the qualifications and pay for a Firefighter who assumes the duties of an officer on either a short term temporary or a long term temporary basis, now defined. Pay previously was the base LT pay and after either 5 or 7 hours, depending on shift; pay now will be after 5 hours regardless of day or night shift, a flat stipend amount and will not impact overtime rate of pay.

Article 29 – CLOTHING ALLOWANCE

- Incorporate the sidebar agreement undertaken following the prior contract and revise to increase the clothing allowance from \$325.00 in 2016/2017 and \$334.75 in 2017/2018 to \$350.00 per year for this contract period. Other changes include protective gear color, that the City will provide all components of the dress uniform for a post-probationary Firefighter, and to correct that there is not an Appendix B with a list of approved uniform items and instead there is the referenced catalog for the approved clothing purchases.

Article 34 – POSITION AND RESPONSIBILITIES OF THE EMERGENCY MEDICAL DIRECTOR COORDINATOR

- Incorporate the revisions from the sidebar agreement undertaken following the prior contract.

Article 35 – Update the contract dates and parties to sign.

Appendix B – Eliminate this appendix due to changes on Article 16.

The projected fiscal note for FY 2019 (year 1) is \$69,874.57; 2.00% increase

The projected fiscal note for FY 2020 (year 2) is \$139,895.27; \$70,020.70 increase over FY 2019; 1.97% increase.

The projected fiscal note for FY 2021 (year 3) is \$210,725.80; \$70,830.53 increase over FY 2020; 1.95% increase.

Chief James Wilson and I will be available at the meeting to answer any questions regarding the tentative agreement.

Thank you.



CITY OF SOUTH PORTLAND

LINDA C. COHEN
Mayor

SCOTT T. MORELLI
City Manager

SALLY J. DAGGETT
Jensen Baird Gardner & Henry

EMILY F. SCULLY
City Clerk

District One
CLAUDE V. Z. MORGAN

District Two
KATHERINE W. LEWIS

District Three
EBEN C. ROSE

District Four
LINDA C. COHEN

District Five
VACANT

At Large
MAXINE R. BEECHER

At Large
SUSAN J. HENDERSON

**IN CITY COUNCIL
ORDER #91-18/19**

ORDERED, that the City Manager be and hereby is authorized to sign a collective bargaining agreement with South Portland Firefighters IAFF Local 1476 for the period of July 1, 2018 to June 30, 2021.

Fiscal Note: 2019 - \$69,874.57
 2020 - \$70,020.70
 2021 - \$70,830.53

Date: November 20, 2018

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF SOUTH PORTLAND

AND THE

SOUTH PORTLAND FIREFIGHTERS

IAFF LOCAL #1476

JULY 1, 201~~5~~8 TO JUNE 30, 20~~18~~21

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1 **ARTICLE 1 – PREAMBLE**
2
3

- 4 A. This Agreement is made and entered into this _____ day of _____, 2018~~5~~
5 by and between the City of South Portland, hereinafter referred to as the "CITY" and Local
6 #1476 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as
7 the "UNION," pursuant to the provision of Chapter 9-A Revised Statutes of Maine Title 26,
8 as enacted by the Maine Legislature in 1969, entitled "An Act Establishing the Municipal
9 Public Employees Labor Relations Law" and as amended.
10
11 B. In order to increase general efficiency in the City, and to promote the morale, equal rights,
12 well-being and security of its employees, the City of South Portland, Maine, and Local
13 1476 of the International Association of Fire Fighters herein bind themselves in mutual
14 agreement as follows:
15
16

17 **ARTICLE 2 – RECOGNITION**
18
19

- 20 A. The City recognizes the Union as the sole and exclusive bargaining agent for all uniformed
21 employees below the rank of Lieutenant of the Fire Department, excepting only Fire
22 Chief, Deputies, Captains, Lieutenants, department secretary or any person employed less
23 than six (6) months or any temporary, seasonal or on-call employee for the purposes of
24 collective bargaining and entering into agreements relative to wages, salaries, hours, and
25 working conditions.
26
27 B. The Local Union recognizes that the City has the right to issue, through the Civil Service
28 Commission, rules and regulations governing selection for appointment, promotion,
29 dismissal, hearing, etc. for the Fire Department; however, said rules and regulations shall
30 be discussed with a Union Representative before implementation. This does not, however,
31 make said rules and regulations subject to Union approval. All notices, bulletins,
32 directives and policy changes shall be forwarded to the Union Secretary for record keeping
33 purposes.
34
35

36 **ARTICLE 3 - NON-DISCRIMINATION**
37
38

- 39 A. The Union shall be ever mindful of its "No Strike" obligation and the individual members
40 of the Union are to regard themselves as employees of the Municipal Fire Department, and,
41 as such, they are to be governed by the highest ideals of honor and integrity.
42
43 B. The City agrees that no employee shall in any manner be discriminated against or coerced,
44 restrained or influenced on account of membership in Local 1476 or by reason of holding
45 office therein. No employee covered by this Agreement shall be favored or discriminated
46 against by either the City or the Union as to age, sex, race, national origin, creed, color,
47 sexual orientation, gender, ancestry, religion, genetic information, physical or mental

48 disability, workers' compensation history, whistle blower history, or any other protected
49 categories.
50

51
52 **ARTICLE 4 - DUES DEDUCTION**
53

54
55 A. The City shall deduct Union dues weekly, upon receipt of a signed authorization of
56 members of the Union, who shall sign deduction form cards. The City shall direct
57 deposit the money each week into the Union's bank account and forward a list of all
58 deductions made to the Treasurer of the Union each month. The City shall maintain
59 regular deduction of dues of each member unless notified otherwise by the Union's
60 Treasurer or by the member.
61

62 ~~B. Any eligible non-union employee shall pay a fair share fee to the Union. The Union~~
63 ~~agrees to establish a bona fide internal procedure allowing an objecting employee to~~
64 ~~challenge the reasonableness of the fair share charge. Any non-union employee not~~
65 ~~paying the fair share shall pay any cost for grievance or other Union representation. The~~
66 ~~City shall not interfere or assist in Union discipline for non-payment of dues for fair~~
67 ~~shares.~~
68

69 ~~C.B.~~ The Union shall indemnify and save the City harmless against all claims and suits
70 which may arise by reason of any action taken in making deductions and remitting same
71 to the Union pursuant to this article. Notwithstanding the above, nothing herein shall
72 be construed as requiring employees represented by the Union to become or remain
73 members of the Union.
74

75
76 **ARTICLE 5 - TIME OFF WHILE PERFORMING UNION DUTIES**
77

78
79 A. All employees covered by this Agreement who are officers of Local 1476 shall be allowed
80 time off for official Union business with the City, with pay, and without the requirement to
81 make up said time, if there is sufficient staffing available to cover for said employee, as
82 determined by the Chief of the Fire Department.
83

84 B. All officers of Local 1476 shall be allowed time off, with pay, for attending any state,
85 regional or national delegate meetings of the International Association of Fire Fighters,
86 AFL-CIO, if there is sufficient staffing available to cover for said employees, as determined
87 by the Chief of the Fire Department; provided, however, that no officer shall be permitted
88 to attend more than three (3) of said meetings per year, or a total of six (6) days per year;
89 and provided, further, that no more than three (3) of said officers shall be permitted time
90 off, with pay, for attending the same state, regional or national delegates meeting. The
91 local president or his/her designee shall be given sufficient time off to attend the
92 International Convention. Such time off shall not exceed one (1) tour of duty.
93

94 C. For the purposes of this Article, "officers" shall be defined as the President, Vice President,
95 Secretary, and Treasurer.

96
97

98 **ARTICLE 6 - SENIORITY AND LAYOFF**

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100

101 A. The City shall establish a seniority list, and it shall be brought up to date on December 1st
102 of each year, and immediately posted thereafter on bulletin boards for a period of not less
103 than thirty (30) days, and a copy of same to the Secretary of the Union. Any objection to
104 the seniority list, as posted, must be reported to the Fire Chief and the Union within ten
105 (10) days from the date posted, or it shall stand as accepted.

106
107 B. Seniority of employees shall be computed in each rank from the date of appointment to
108 that rank. Whenever there is lack of work, or lack of funds, requiring reductions in the
109 number of employees in the department, the required reductions shall be made in such rank,
110 or ranks, as the department head may designate; provided that said employees shall be laid
111 off in the inverse order of their length of service.

112
113 C. All temporary employees shall be laid off before probationary employees, and all
114 probationary employees shall be laid off before any permanent employees.

115
116 D. Employees who have been laid off will be called back in reverse order to the layoff;
117 provided they are available, able and qualified to work, accept the offered job and return
118 to work within fourteen (14) days. Employees who have been laid off will retain their
119 seniority. However, seniority will not accrue during the layoff period.

120
121 E. ~~For the period of July 1, 2009 to June 30, 2011, the City agrees not to lay off any non-~~
122 ~~probationary employees.~~

123
124

125 **ARTICLE 7 - PRIOR PRACTICES**

126
127

128 A. Nothing in this Agreement shall be construed as abridging any right, benefit or privilege
129 that employees enjoyed heretofore, unless it is specifically superseded by a provision of
130 this Agreement, or unless said benefit or privilege is changed by mutual consent.

131
132

133 **ARTICLE 8 - GRIEVANCE PROCEDURES**

134
135

136 A. Contract Grievance

137
138

139 1. The purpose of grievance procedures shall be to settle employee grievances on as low
140 an administrative level as possible, to insure efficiency and maintain morale.

141 2. If an oral or written reprimand of an employee is given by the chief and/or Deputy,
142 a copy of the written reprimand or documentation of an oral reprimand shall be forwarded
143 to the employee. All written reprimands shall be entered into an employee's personnel file.
144 Written reprimands shall be removed from an employee's personnel file upon the
145 employee's written request to the Fire Chief after a period of two years, provided there has
146 not been a re-occurrence of a similar offense during that two year period or a violation of a
147 more serious nature.
148

149 3. A grievance shall be considered to be an employee's complaint concerned with: (1)
150 discharge, suspension, or other disciplinary action; (2) favoritism or discrimination; (3)
151 interpretation and application of Fire Department rules and regulations and alleged
152 violations of any of the terms of this Agreement.
153

154 4. The aggrieved employee shall present his/her grievance in writing to the President
155 of the Union within forty-five (45) days of the alleged grievance. The President of the
156 Union shall submit the grievance to the Union's Grievance Committee. The committee
157 shall investigate all grievances and within thirty (30) days from the time the employee turns
158 the grievance over to the President of the Union shall either: (1) dismiss the grievance, or
159 (2) direct the President of the Union to settle the grievance with the platoon officer, if
160 possible, or submit the grievance to the Fire Chief or in the Chief's absence, a Deputy Chief.
161

162 5. The Chief of the Fire Department, or Deputy, shall deal with the grievance
163 submitted and shall render the decision in writing not later than the twenty-first (21st) day
164 following the day the grievance was received by him/her.
165

166 6. If the decision of the Chief or Deputy is not satisfactory to the Union, an appeal
167 shall be lodged with the Personnel Director and/or the City Manager within thirty (30)
168 days. The Personnel Director and/or the City Manager shall, within twenty-one (21) days
169 of receipt of the grievance, submit the decision in writing to the president of the Union and
170 the Chief of the Department.
171

172 7. In the event the Union feels that further review is desired, all unsettled grievances
173 over which the Civil Service Commission lacks jurisdiction may be submitted to the Maine
174 State Labor Relations Board of Arbitration and Conciliation, in accordance with the
175 Municipal Public Employees Labor Relations Law of 1976, as amended, or any successive
176 Act enacted by the Legislature of the State of Maine governing arbitration of public
177 employees.
178

179 8. The Chief of the Department, and Personnel Director and/or the City Manager shall
180 be notified of the Union's decision either to accept or reject the findings of the Chief of the
181 Department and the Personnel Director and/or the City Manager within twenty-one (21)
182 days. The Union shall notify the Chief of the Department, and the personnel Director and/or
183 the City Manager whether or not the Union plans to submit the grievance to arbitration
184 within ninety days of receiving the final decision of the City on the grievance, unless a
185 meeting of the Union membership will not take place within that time period, in which case
186 the decision period shall be extended for a period not to exceed another forty-five days.

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B. Disciplinary Grievance

1. Any grievance regarding the suspension, demotion, or removal of an employee or any other grievance over which the Civil Service Commission has jurisdiction, may be appealed directly to the Commission in accordance with the personnel rules and regulations of the Civil Service Ordinance.

C. Definition of Days

1. All days as referred to in this Article shall be calendar days.
2. All time limits contained within this Article may be extended upon mutual agreement between the City and the Union.

ARTICLE 9 – PROMOTIONS

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

B. Promotions in all Firefighter grades shall be determined by the standards of N.F.P.A. #1001.

C. The promotion steps shall include the following:

1. *Provisional Firefighter* - probationary period during first (1st) year of employment.
2. Firefighter - employee is eligible to be promoted upon successful completion of first (1st) year of employment.
3. *Firefighter I* - employee is eligible for promotion to this level upon demonstration of successful completion of NFPA Firefighter I requirements. Employees must successfully demonstrate NFPA Firefighter I proficiencies no later than eighteen (18) months from the date of hire as a condition of employment.
4. *Firefighter II* - employee is eligible for promotion to this level upon demonstration of successful completion of NFPA Firefighter II requirements. Employees must successfully demonstrate NFPA Firefighter II proficiencies no later than thirty-six (36) months from the date of hire as a condition of employment.

ARTICLE 10 - NOTIFICATION OF STAFFING

234 A. The City agrees to notify the Union, in writing, seven days prior to any change of the
235 present staffing policy. This does not, however, make said changes subject to Union
236 approval.
237

238 **ARTICLE 11 – TRANSFERS**
239

240
241 A. Details
242

243 1. The Chief of the Department may detail an employee from one station to another
244 as part of a tour of duty, when in Chief's judgment it is in the best interest of the Fire
245 Department.
246

247 B. Transfers
248

249 1. Employees shall not be transferred from one platoon or station to another with less
250 than seventy-two (72) hours notice and no employee shall, because of a transfer, work more
251 than twenty-four (24) hours at any one time. In the event that an employee is transferred
252 from one platoon to another during the course of the year, that employee shall be eligible
253 to re-schedule the balance of his/her unused vacation leave anytime during the balance of
254 the calendar year regardless of staffing. Such vacation time shall be re-scheduled within
255 thirty (30) days of the notice of transfer.
256

257 C. Annual Transfers
258

259 1. The seniority and crew assignment list will be posted no later than December 1 of
260 each year.
261
262

263 **ARTICLE 12 - MANAGEMENT RIGHTS**
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265

266 A. The listing of the following rights of management in this Article is not intended to be, nor
267 shall be, considered restrictive of, or as a waiver of, any of the rights of the City not listed
268 herein.
269

270 1. Except as otherwise provided in this Agreement, the management and the direction
271 of the working forces, including but not limited to, the right to hire, the right to hire part-
272 time and temporary employees, the right to promote, the right to discipline or discharge for
273 just cause, the right to lay off for lack of work or other legitimate reasons, the right to
274 reduce the number of hours of operations, the right to transfer, the right to assign work to
275 employees, the right to determine job content, the right to classify jobs and the right to
276 establish reasonable rules, are vested exclusively in the City.
277

278 2. The City shall have the freedom of action to discharge its responsibility for the
279 successful operation of its mission, including, but not limited to, the determination of the
280 number and location of its platoons, the service to be performed (except as otherwise

281 mentioned in this Agreement) the apparatus, tools, equipment, and materials to be used,
282 the work schedules and methods of operations.
283

284
285 **ARTICLE 13 – DUTIES**
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288 A. The duties of the employees of the South Portland Fire Department shall be the prevention,
289 control, and extinguishment of fire, and providing emergency medical service. The duties
290 of employees shall also include the response to any man made or natural disaster; or
291 hazardous materials incident as outlined in the Occupational Health and Safety Act
292 (OSHA) standard 1910.120 Subpart Q (dated July 1, 1992), as amended from time to time;
293 and the emergency extrication of persons involved in motor vehicle and industrial
294 accidents. Employees shall also be responsible for the inspection of public or private
295 buildings, hydrants, alarms or equipment to be utilized by the fire department in the
296 detection, prevention and fighting of fires.
297

298 B. Emergency Medical Service Duties
299

300 1. All employees hired after July 1, 1988 shall complete the following training and
301 certification of license levels in the field of emergency medical services:
302

303 a. Within twelve (12) months of the date of appointment, all new employees
304 hired after July 1, 1988 shall, as a condition of employment, attain a Basic
305 Emergency Medical Technical (EMT) licensure level, maintain said licensure and
306 perform the duties associated with the EMT licensure level as long as they are
307 employees of the City.
308

309 b. Within thirty-six (36) months of the date of appointment, all new employees
310 of the department hired after July 1, 2014 shall, as a condition of employment, have
311 attained the EMT-A (Emergency Medical Technician Advanced level) licensure
312 level, maintain said license, and perform the duties associated with said licensure
313 level. Employees required to comply with the provisions of this paragraph shall
314 maintain and perform the duties of the EMT-A licensure level as a condition of
315 employment until such time as there are sixteen (16) employees of less seniority
316 who hold active EMT-A or above licenses. Employees hired after July 1, 1988 may
317 be required at any time to renew their EMT-A licenses when employees of the Fire
318 Department with less seniority leave employment with the City causing that
319 employee to become one of the sixteen (16) least senior employees required to
320 maintain an EMT-A license.
321

322 c. Maintenance of such licensure level required by this Article shall constitute
323 a condition of employment and failure to maintain such required licensure shall be
324 considered just cause for dismissal. Employees failing to maintain such licensure
325 level required by this Article shall be terminated.
326

327 d. The City agrees that should required training courses for emergency
328 medical licenses for any employee required by contract to earn or maintain
329 licensure level not be available, that ~~adequate time shall be made available to~~
330 ~~employees~~ up to 8 hours of overtime will be paid in a 3 year licensure cycle for
331 Advanced Cardiac Life Support and Pediatric Advanced Life Support to complete
332 said training for certification and licensure, so long as the ACLS and PALS courses
333 are offered by management and provided in house.

334 ~~d. The City agrees that should required training courses for emergency medical licenses for any employee~~
335 ~~required by contract to earn or maintain licensure level not be available, that adequate time shall be made available to~~
336 ~~employees to complete said training for certification and licensure.~~
337

338 C. Voluntary EMS Licensure

339 1. Employees wishing to voluntarily earn a new level of EMS licensure level shall
340 seek approval from the Chief or designee to participate in a training program certified and
341 recognized by Maine EMS. Employees wishing to voluntarily maintain an existing EMS
342 licensure level shall be granted permission by filing a notice with the Chief or designee. If
343 an employee has been approved to voluntarily participate in an EMS training program, the
344 City shall assume the cost of books, and tuition.
345

346 2. Hours spent in required classroom training beyond the hours of a normal tour of
347 duty shall not be considered hours worked. Employees shall be allowed to attend
348 classroom training during a normal tour of duty. Employees shall request permission from
349 the Chief or designee to schedule or attend clinical training during a tour of duty. Hours
350 spent in clinical training shall not be considered hours worked. Permission to attend
351 clinical training shall be sought at least forty-eight (48) hours from the Chief or designee
352 prior to the beginning of the tour of duty being requested.
353

354 3. Employees who have been approved to voluntarily increase licensure level shall
355 make a three (3) year commitment to maintain and function at said licensure level or be
356 subject to the prorated repayment provision. Should an employee allow said license to
357 lapse during that three (3) year period that employee shall reimburse to the City such
358 prorated share of total cost of tuition, books and total wages paid to him or her for all
359 hours away from work as well as hours paid by the City beyond the normal tour of duty
360 in proportion to the time left in that three (3) year period from the date of licensure.
361

362 4. Employees who voluntarily maintain licensure level shall receive a weekly
363 incentive payment (see Article 15 Wages) during the period that the license is active.
364

365 5. Any member of the bargaining unit that earns his/her initial paramedic license after
366 six months of employment shall receive a one-time only reimbursement from the City of
367 \$2,000. Said monies will not be paid to the individual until their one (1) year anniversary.
368 Payment shall be authorized by the Chief or designee upon written documentation of
369 successful completion by the employee. This provision is not applicable to any existing
370 licensed paramedic as of the signing date of this Agreement and is not applicable for any
371 renewal of the paramedic license.
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D. Compliance with OSHA Standard 1910.120

1. The City will provide medical evaluations required under federal law for the handling of hazardous materials as outlined in OSHA standards 1910.120 sub-part q, (dated July 1, 1992), as amended from time to time. The City will designate a City physician to conduct the medical evaluations at no cost to the employee. Employees will have the option of utilizing their own personal physician to conduct the medical evaluation. Should the employee choose to utilize his/her own physician, the City will reimburse the employee for the cost of the evaluation, not to exceed the cost to the City of its in-house physician to conduct the same evaluation. The City will provide to the employee who chooses to use his or her own physician a copy of a medical evaluation form for the tests and standards that are required under the Act. Employees must sign a release form allowing the City to obtain results from the tests as authorized or permitted by the Act. Should a medical evaluation demonstrate a positive result, the City will pay for a second medical evaluation with another physician. Employees will have the opportunity to select a second physician and the City will reimburse the employee for the cost of the evaluation, not to exceed the cost to the City of its in-house physician to conduct the same evaluation.

2. The City will assign or re-assign employees within the Fire Department based upon the medical evaluation and recommendation of the attending physician. The City retains the right to order an independent medical evaluation at its discretion. If a physician feels that an employee is not able to perform firefighting duties as well, a light duty assignment shall be made available within the Department under the provision of the Light Duty program under the Injuries Article of this Agreement.

E. Simple and Major Maintenance

1. Employees shall be responsible for simple maintenance such as painting, cleaning, sweeping and minor repairs in the building and on the grounds, and simple maintenance on the equipment. Simple maintenance shall be construed to mean maintenance that does not normally require the use of special tools or mechanical aptitude.

2. Employees may volunteer their services for major maintenance, which shall not be solicited by the Chief of Department and/or Deputies or designees from any one individual. If major maintenance is required, a notice asking for volunteers shall be posted in the station house. Employees who do not volunteer will not be given other details as punishment for said failure to volunteer; such as, extra snow shoveling, extra inspection, extra hydrant testing and/or extra training. Employees who do volunteer to do major maintenance shall not be excused from their regular tour of duty; such as inspections, snow shoveling, training and testing of hydrants.

3. The City further agrees that any supervisory employee of the Department will not harass any employee who does not volunteer to do major maintenance and the Union agrees that its members will not harass any employee that does volunteer to do major maintenance.

420 4. The personnel files of employees will not reflect any mention of volunteer
421 maintenance so that it may be used for credit or demerits in a promotional
422 recommendation. References to volunteer major maintenance, in an employee's personnel
423 files, shall be deleted at the option of the aggrieved parties or party if a violation of the
424 same is proved.

425
426 5. It shall be the responsibility of employees having custody of any equipment to see
427 to it that it is properly cared for, kept clean and returned to its place of storage.

428
429 F. Miscellaneous Duties

430
431 1. Employees shall not as a part of a tour of duty perform services for any private
432 interest.

433
434 2. The City agrees that no employee shall be detailed to any other department of the
435 City. The detailing of employees shall be the sole responsibility of the Chief of the Fire
436 Department, subject to provisions under the City Charter.

437
438
439 **ARTICLE 14 – HOURS**

440
441
442 A. The work week for employees of the Department shall average forty-two (42) hours per
443 week, over an eight week cycle. The work schedule for employees shall consist of the 1-
444 2-1-4 schedule. (24 hours on, 48 hours off, 24 hours on, 96 hours off.) Shifts shall begin at
445 0800 hours.

446
447 B. Pay period will begin on Saturday morning at 8 AM.

448
449 C. ~~C.~~—The Firefighter Unit agrees members will limit activities on the night before a 24-
450 hour shift to not allow themselves to become fatigued in any manner that would make
451 them unable to efficiently perform their duties.

452
453 D. Should the City hire additional Firefighter positions above the currently authorized
454 strength of 71, the work week for the first two additional positions will be a schedule
455 comprised of 42 hours per week, 8.4 hours per day, Mon-Fri; and with the next two
456 additional positions, the schedule for all four of these additional positions will be a
457 rotating 4 on 4 off, averaging 42 hours per week. If the City hires more than 4 additional
458 Firefighter positions above 71, then the parties will meet to ~~discuss~~ negotiate scheduling
459 those additional positions.

460
461
462
463
464 **ARTICLE 15 - WAGES**

467 A. Wages for employees in the South Portland Fire Department shall be paid pursuant to the
 468 attached salary schedule for the following classifications and incentives:

469
 470 **Wages (Hourly)** – base wage increases become effective the first pay period of the new
 471 fiscal year each July.

472
 473
 474
 475

| 476 Rank | 477 2.0% | 478 3.0% | 479 3.0% | 480 3.0% |
|-------------------------------|---------------------|---------------------|---------------------|---------------------|
| | 7/1/2014 | 7/1/2015 | 7/1/2016 | 7/1/2017 |
| 481 FF II 20 years of service | \$20.69 | \$21.31 | \$21.95 | \$22.61 |
| 482 FF II 15 years of service | \$20.47 | \$21.08 | \$21.71 | \$22.36 |
| 483 FF II 10 years of service | \$20.27 | \$20.88 | \$21.51 | \$22.16 |
| 484 FF II (18 MONTHS) | \$19.84 | \$20.44 | \$21.05 | \$21.68 |
| 485 FF I completion | \$18.73 | \$19.29 | \$19.87 | \$20.47 |
| 486 Prov. FF | \$16.35 | \$16.84 | \$17.35 | \$17.87 |
| 487 EMS Coordinator | \$21.76 | \$22.41 | \$23.08 | \$23.77 |

488 EMS Stipends (Hourly) effective upon ratification of contract

489

| 490 Rank | 491 EMT @ | 492 EMT | 493 EMT-I @ | 494 EMT-I | 495 EMT-CC/P | 496 EMS COORD. |
|----------|------------------|-------------------|------------------|-------------------|-------------------|-------------------|
| | \$.72 | \$1.06 | \$.84 | \$1.22 | \$1.76 | \$1.78 |

497 @ = Required; I = Intermediate; CC = Critical Care; P = Paramedic

498 Paramedic License Longevity (Weekly)

499

| | 7/1/11 | 7/1/12 |
|--------------|--------------------|--------------------|
| 500 10 years | \$7.50 | \$7.50 |
| 501 15 years | \$10.00 | \$10.00 |
| 502 20 years | \$12.50 | \$12.50 |

503
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 512

| | | 7/1/2018 | | | | | |
|-----|------------------------------|----------|---------|---------|---------|---------|---------|
| | | Base | EMT-BR | EMT-B | EMT-AR | EMT-A | EMT-P* |
| 513 | | | | | | | |
| 514 | | | | | | | |
| 515 | | | | | | | |
| 516 | | | | | | | |
| 517 | ProvFF | \$18.23 | \$18.96 | | \$19.08 | | \$20.02 |
| 518 | FF | \$20.88 | \$21.61 | \$21.96 | \$21.74 | \$22.12 | \$22.67 |
| 519 | FFII | \$22.11 | \$22.85 | \$23.19 | \$22.97 | \$23.36 | \$23.91 |
| 520 | FFII 10 | \$22.60 | \$23.34 | \$23.68 | \$23.46 | \$23.85 | \$24.58 |
| 521 | FFII 15 | \$22.81 | \$23.54 | \$23.89 | \$23.66 | \$24.05 | \$24.85 |
| 522 | FFII 20 | \$23.06 | \$23.80 | \$24.14 | \$23.92 | \$24.31 | \$25.16 |
| 523 | | | | | | | |
| 524 | EMS Coord* | \$24.25 | | | | | \$26.06 |
| 525 | EMS Coord 10 | | | | | | \$26.24 |
| 526 | 15 | | | | | | \$26.30 |
| 527 | 20 | | | | | | \$26.36 |
| 528 | | | | | | | |
| | | 7/1/2019 | | | | | |
| 529 | 2% Incr | | | | | | |
| 530 | | | | | | | |
| 531 | Prov FF | \$18.59 | \$19.34 | | \$19.47 | | \$20.42 |
| 532 | FF | \$21.30 | \$22.05 | \$22.40 | \$22.17 | \$22.57 | \$23.13 |
| 533 | FFII | \$22.56 | \$23.30 | \$23.66 | \$23.43 | \$23.83 | \$24.39 |
| 534 | FFII 10 | \$23.06 | \$23.80 | \$24.16 | \$23.93 | \$24.32 | \$25.07 |
| 535 | FFII 15 | \$23.26 | \$24.01 | \$24.37 | \$24.14 | \$24.53 | \$25.34 |
| 536 | FFII 20 | \$23.52 | \$24.27 | \$24.63 | \$24.40 | \$24.79 | \$25.66 |
| 537 | | | | | | | |
| 538 | EMS Coord | \$24.73 | | | | | \$26.58 |
| 539 | EMS Coord 10 | | | | | | \$26.77 |
| 540 | EMS Coord 15 | | | | | | \$26.83 |
| 541 | EMS Coord 20 | | | | | | \$26.89 |
| 542 | | | | | | | |
| | | 7/1/2020 | | | | | |
| 543 | 2% Incr | | | | | | |
| 544 | | | | | | | |
| 545 | Prov FF | \$18.96 | \$19.73 | | \$19.86 | | \$20.83 |
| 546 | FF | \$21.72 | \$22.49 | \$22.85 | \$22.61 | \$23.02 | \$23.59 |
| 547 | FFII | \$23.01 | \$23.77 | \$24.13 | \$23.90 | \$24.30 | \$24.87 |
| 548 | FFII 10 | \$23.52 | \$24.28 | \$24.64 | \$24.41 | \$24.81 | \$25.57 |
| 549 | FFII 15 | \$23.73 | \$24.49 | \$24.85 | \$24.62 | \$25.02 | \$25.85 |
| 550 | FFII 20 | \$23.99 | \$24.76 | \$25.12 | \$24.89 | \$25.29 | \$26.18 |
| 551 | | | | | | | |
| 552 | EMS Coord | \$25.22 | | | | | \$27.11 |
| 553 | EMS Coord 10 | | | | | | \$27.30 |
| 554 | 15 | | | | | | \$27.37 |
| 555 | 20 | | | | | | \$27.43 |
| 556 | *BR = Basic Required | | | | | | |
| 557 | B = Basic | | | | | | |
| 558 | AR = Advanced Required | | | | | | |
| 559 | A = Advanced | | | | | | |
| 560 | P = Paramedic | | | | | | |
| 561 | | | | | | | |
| 562 | *EMS Coord = EMS Coordinator | | | | | | |

563
 564 The new wage scale for the 2018 – 2021 contract is a compromise in which the former EMT/paramedic
 565 stipends and the paramedic longevity stipends in the previous contract are now rolled into the
 566 employees' base wages. Therefore separate EMT/paramedic and paramedic longevity stipends are
 567 eliminated in this contract.

568 EDUCATIONAL INCENTIVES (weekly)

569
 570 Associate's Degree \$ ~~9.00~~10.00
 571 Bachelor's Degree \$ ~~18.00~~20.00

572
 573
 574 1. For the purpose of receiving incentive pay, the City will recognize accredited
 575 Associate's and Bachelor's degrees in any academic field. Employees shall receive the
 576 applicable weekly stipend for the highest educational degree held; not for both. The City,
 577 however, through its educational incentive program, will reimburse employees for 100% of
 578 the cost of only fire science and EMS related courses at the Associate's or Bachelor's degree
 579 level.

580
 581 2. Employees are paid the above weekly amounts based on the work schedule
 582 identified in Article 14, Hours, and are compensated for hours worked in excess of their
 583 regular schedule on an hourly basis as prescribed in this Agreement and as required under
 584 the Fair Labor Standards Act (FLSA).

585
 586 3. Employees will be eligible to voluntarily participate in the City's health and fitness program.
 587 The City will administer a fitness incentive exam for all the Unit members in the spring and
 588 fall. Those employees passing the exam will receive a stipend of \$1,042 annually which will
 589 be paid over the course of the year.

590

| Fitness Test | Male (40 th Percentile) Age | | | | Female (40 th Percentile) Age | | | |
|-------------------|--|---------------------|---------------------|---------------------|--|---------------------|---------------------|---------------------|
| | 20-29 | 30-39 | 40-49 | 50-59 | 20-29 | 30-39 | 40-49 | 50-59 |
| Max Push Up Test | 29 | 24 | 18 | 13 | 15 | 11 | 9 | 3 |
| 1 Min Sit Up Test | 38 | 35 | 29 | 24 | 32 | 25 | 20 | 14 |
| 1.5 Mile Run | 12:29 | 12:53 | 13:50 | 15:14 | 15:05 | 15:56 | 17:11 | 19:10 |
| 3 Mile Pack Walk | 45 lbs 45 min | 45 lbs 45 min | 45 lbs 45 min | 45 lbs 45 min | 45 lbs 45 min | 45 lbs 45 min | 45 lbs 45 min | 45 lbs 45 min |

591
 592 Above is the scale for the Fitness Incentive Exam. Each candidate will perform the required
 593 number of pushups, sit-ups, and the 1.5 mile run in the allotted time for their age. As an option
 594 a candidate may chose to do the 3 mile pack walk instead of the 1.5 mile run.
 595

596 The test will be administered twice a year, once in the spring and again in the fall. The test
597 will be held during the second week in April and October on Monday, Wednesday, and Friday
598 from 0800 hours to 1600 hours. The test will be administered by a certified PEER Fitness
599 Coordinator. If a candidate does not successfully complete the exam in April he/she may retake
600 the exam in October. The candidates should work with a department fitness instructor to
601 develop an exercise program that will get them in shape to pass the exam the following time.
602 Candidates must pass the exam to receive the fitness incentive. Candidates will partner up
603 with another candidate for the test.

604
605 Attached is the description of how the exercise shall be done.

606
607 Pushups: Will be done with candidates hands slightly more than shoulder width apart. The
608 candidate's partner shall hold his hand in a fist; thumb up, under the testing candidate's
609 chest. The testing candidate shall lower him/herself down so the chest touches the partner's
610 hand for the pushup to count. The partner shall keep count of successful pushups done by
611 the candidate. The candidate shall do as many pushups as he/she can do.

612
613 Sit-ups: Sit-ups shall be performed with the partner holding the candidate's feet to the
614 floor. The candidate shall have his/her hands either at the temples, or arms cross with
615 hands in armpits. Candidate will perform a sit-up and touch elbows to quadriceps. The
616 elbows must touch the quads for the sit up to count. The partner shall keep track of the
617 successful sit-ups done within the one minute time allotted.

618
619 1.5 Mile Run: The run shall be performed at a location determined at the time of the test.
620 A measurement shall be taken and the distance shall be marked and explained to all
621 candidates. Candidates shall be started in a staggered time to allow times to be kept
622 accurately.

623
624 In the alternative to this fitness test, the City will accept as adequate to receive the stipend any
625 employee who completes the CPAT test each year.

626
627 4. EMS incentives will only be paid to employees who have current and updated
628 license information on file with the EMS Coordinator.

629
630 5. Effective July 1, 2004, all current and future members of this bargaining unit will utilize
631 electronic direct deposit for receiving wages, incentives and stipends. The City will distribute
632 pay stubs to the Fire Department Administrative Office for pick-up by employees.

633
634
635 **ARTICLE 16 – OVERTIME**

636
637
638 A. Overtime Lists

639
640 1. There shall be ~~four (4)~~two (2) overtime rosters; (1) Fire Fighters R~~egular~~
641 O~~vertime~~; (2) Fire Fighters E~~mergency~~ (forced overtime).; ~~(3) Outside overtime; and~~
642 ~~(4) Football Game/Band Competition Overtime.~~

643
644 2. Any employee called to fill a staffing vacancy shall be called in proper rotation from
645 a Regular Overtime posted roster that reflects the vacancy. ~~Any overtime work that is not~~
646 ~~for the staffing of fire department equipment shall be taken from a roster called Outside~~
647 ~~Overtime.~~

648
649 3. Any employee who accepts overtime of five (5) hours or more ~~or refuses six (6)~~
650 ~~overtime offers~~ shall be rotated to the bottom of the Regular Overtime roster. Any
651 employee who accepts overtime of less than five (5) hours shall not be rotated to the bottom
652 of the Regular Overtime roster. Employees shall supply the Department with their current
653 phone number. An employee may refuse any and all overtime work except that of an
654 emergency nature as defined by the Chief or Deputy. An Emergency (forced) posted roster
655 shall be used when a volunteer is not available to fill a vacancy from the Regular Overtime
656 roster. ~~s.~~ Any time an employee is hired from the Emergency (forced) roster, that employee
657 shall be rotated to the bottom of the Emergency (forced) Overtime roster. ~~It shall be the~~
658 ~~responsibility of the Chief or Deputy to periodically balance the forced list.s.~~

659
660 4. All overtime and forced hiring shall be based on the ten (10) and fourteen (14) hour
661 system. When hiring, the first employee to accept the job may choose between the ten
662 (10) hour day or fourteen (14) hour night.

663
664 5. All hiring may begin at 1200 hours the previous day until 2100 hours. Hiring for
665 any sickouts or other vacancies after 2100 hours shall begin at 0600 hours continuing
666 until filled. Any unfilled officer vacancies, not filled by officers shall be offered to fire
667 fighters after 1800 hours. If no private agrees to fill the job, an officer shall be forced.

668
669 6. Should a vacancy occur during a shift, then regular hiring procedures will begin
670 with the following exceptions: the first contact with an eligible individual will be notified
671 that they are forced if the department is unable to hire or force through the normal
672 process.

673
674 6.7. Hiring for planned events, outside of normal staffing of apparatus, shall be hired
675 starting one week in advance of the event if possible. In cases where notification of an
676 event to the Chief's office is less than one week in advance hiring shall commence as
677 soon as practicable. Hiring from the Emergency (forced) Overtime roster will take place
678 the shift before the event is due to begin.

679
680 B. Donation of Service

681
682 Should an employee desire to volunteer his/her time to a charitable organization, upon approval
683 of the Chief of the Department, she/he shall be considered as being detailed only insofar as
684 he/she shall be covered as set forth in Article 15.

685
686 C. Training

688 Time which an employee is required by the Department to spend in training classes or
689 activities shall be considered hours worked for the purposes of pay and overtime calculation.
690 Time which an employee voluntarily spends in training classes or activities shall not be
691 considered hours worked.

692

693 D. Call Back

694

695 Call back pay shall be a guaranteed minimum of two (2) hours at a rate of time and one-
696 half and shall be consistent with Sections E and F this Article. If the call back is more
697 than two (2) hours, then the employee shall be guaranteed an additional two (2) hours at
698 the overtime rate. Call back pay will not be paid for hold over time. Hold over time will be
699 paid as hours worked.

700

701 E. Overtime Rate/Hours of Work

702

703 1. All overtime worked shall be paid at a rate of one and one-half (1.5) times the
704 employee's rate. For purposes of this Article, hours worked shall not include hours paid
705 for sick leave.

706

707 2. Employees who work at a straight time rate and make up the total numbers of hours
708 which were exempted under item one listed above during the same work week shall then be
709 eligible to receive overtime for additional hours of overtime worked.

710

711 3. Employees who are required to work additional hours beyond their regular
712 scheduled tour of duty and having been called from the "Forced Overtime List" shall
713 receive pay at a rate of time and one-half (1.5) their regular base rate for all hours worked
714 for "forced" overtime.

715

716 4. Employees who are forced on Thanksgiving Day or December 25 shall be paid
717 double time for hours actually worked. For the purposes of this paragraph, Thanksgiving
718 and December 25 shall be deemed the period from 6 p.m. on the eve of the day to 8 a.m. on the
719 day following the above mentioned holiday.

720

721 5. Overtime shall not be paid more than once for the same hours under any provision
722 of this Article.

723

724 F. Employees as Members of Call Companies

725

726 1. Effective as of the signing date of this Agreement, any full time member of this
727 bargaining unit who is accepted into a volunteer call fire company may be a member of a
728 call company.

729

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

734
735 3. Full time employees running with the call companies may incur "call company
736 overtime" under the provisions of the Fair Labor Standards Act in the ratio for Section 207(k)
737 employees (i.e. working more than 212 hours in a 28-day cycle). Employees will be paid their
738 regular base hourly rate for all call company related working and training hours. In the event
739 that the total number of call company hours and total number of hours of full time service
740 (including the number of hours actually spent working overtime) exceeds the ratio described
741 above, the employee will receive overtime pay at a rate of time and one half (1.5) the
742 employee's regular base hourly rate.

743
744 4. The City reserves and retains the right based on availability of funds to limit and/or
745 control the number of hours that full time employees spend training with the call
746 companies.

747
748 5. Eligible employees who exercise this option of continuing membership with a call
749 company will be prohibited from responding to an "all hands call" as described in Section G
750 of this Article.

751 G. All Hands Call Overtime

752
753 Employees may respond to "all hands calls" and be eligible for overtime at a rate of time and
754 one half (1.5) under the provisions and conditions of Section E of this Article. Employees
755 will be paid in increments of half (.5) hours once the employee arrives at the scene with full
756 turnout gear and reports to the incident command officer. The incident command officer
757 may release those employees who have shown up to a call at any time.

758
759
760 H. Voluntary Report to Duty

761
762 Employees who voluntarily report to duty may be eligible to be called to active duty at the
763 discretion of the administration consistent with the chain of command system. Should the
764 administration choose to assign employees to active duty, the employees shall be eligible to
765 receive their regular pay at the rate of time and one half and shall be compensated for a
766 minimum of two hours pay. Members may participate in administrative and emergency
767 response type activities apart from those typically performed as part of their regular duties.
768 Such activities may include but are not necessarily limited to: Hazardous materials, technical
769 rescue, delivery of training programs, code enforcement, peer fitness activities, public
770 information, juvenile fire setter, fire cause determination, maintenance activities, SRT
771 training and response and marine operations administration and response.

772
773 As much as possible, these activities shall be scheduled with administration. Members
774 participating in these activities will be considered to be on-duty.

775
776 ~~ARTICLE 17 -- OUTSIDE OVERTIME~~

777
778 [RESERVED]
779
780

781 ~~A. Outside Overtime~~

782
783 ~~1. Overtime wages, as referred to in Article 16, and when employed as a fire fighter~~
784 ~~for the Fire Department, shall be computed at the monetary rate of one and one half (1.5)~~
785 ~~times the base hourly rate. Should assignments extend after 1:00 a.m., a lump sum of an~~
786 ~~additional ten (\$10.00) dollars shall be paid.~~

787
788 ~~2. In the case where a member of this bargaining unit is hired for outside overtime of~~
789 ~~a private nature, the employee shall be paid the detail pay hereinafter set forth by the City~~
790 ~~of South Portland, in the subsequent pay period following the assigned detail.~~

791
792 ~~3. Employees assigned to outside overtime shall be guaranteed at least a minimum of~~
793 ~~four (4) hours a day at the rate of time and one half their regular rate. In the event of outside~~
794 ~~overtime, anyone due to report on duty within a five (5) hour period of the job should not be~~
795 ~~called; however, this does not preclude the member from accepting the outside overtime job~~
796 ~~provided prior arrangements have been made.~~

797
798 ~~4. Whenever an employee is detailed or assigned outside overtime, he/she shall be~~
799 ~~considered as being on duty; and should the employee be injured or disabled, he/she shall~~
800 ~~be compensated as set forth in Article 20, INJURIES.~~

801
802 ~~B. Football Games/Band Competitions~~

803
804 ~~1. In the event that the South Portland Fire Department is retained to provide emergency~~
805 ~~medical rescue service to South Portland High School football games or band competitions,~~
806 ~~and there is a third rescue unit registered and available, the Chief or designee shall develop~~
807 ~~a separate outside overtime roster of volunteers, notwithstanding the aforementioned~~
808 ~~overtime rosters.~~

809
810 ~~2. When hiring, the Chief or designee shall first proceed through this outside overtime~~
811 ~~list offering the overtime time slot to a licensed EMS employee. Once the first slot has been~~
812 ~~filled, the Chief or designee starting again at the top of this outside overtime list will offer~~
813 ~~the remaining slot to the first employee who accepts the overtime job.~~

814
815 ~~3. Employees assigned to outside overtime jobs shall be guaranteed at least a minimum~~
816 ~~of four (4) hours a day at the rate of time and one half (1.5) their regular rate. Such payment~~
817 ~~shall be made no later than the subsequent pay period.~~

818
819 ~~4. Only members of this bargaining unit will be eligible to enroll for this special outside~~
820 ~~overtime roster. Employees shall be dressed in their regular work uniform.~~

821
822 ~~C. Memorandum of Understanding with Fire Command Bargaining Unit regarding Sharing of~~
823 ~~Outside Overtime Opportunities~~

825 ~~1. The City, the IAFF, Firefighter Unit, and the Fire Command Unit have entered into~~
826 ~~a “Memorandum of Understanding” which is attached to this Agreement, and preserves the~~
827 ~~following bargaining rights:~~

828
829 ~~a. Any provision contained in this Article that is not part of the “Memorandum of~~
830 ~~Understanding” may be a subject of further negotiations between the City and the IAFF,~~
831 ~~Firefighters Unit, and~~

832
833 ~~b. Any provision that is contained in the “Memorandum of Understanding” that~~
834 ~~impacts both the IAFF, Firefighter Unit and the Fire Command may not be changed except~~
835 ~~by mutual written agreement between the City, the IAFF, Firefighters Unit and the Fire~~
836 ~~Command Unit.~~

837
838 **ARTICLE 18 - COURT PAY**
839

840
841 A. Employees, who are required to make an off-duty attendance at court for Fire Department
842 purposes shall receive pay at the rate of one and one-half (1.5) times their regular rate with a
843 minimum of two (2) hours pay. The City shall reimburse any employee making a court
844 appearance for all parking expenses.

845
846 B. All payments from the court shall be submitted directly to the City; but employees may
847 accept payment from the Court in lieu of pay from the City.
848

849
850 **ARTICLE 19 - MEDICAL AND LIFE INSURANCE**
851

852
853 A. Medical Benefits
854

855 1 The City shall continue to offer employees and their eligible dependents group health and
856 hospitalization coverage and benefits through the Maine Municipal Employees Health Trust
857 (MMEHT) pursuant to the terms and conditions of this Article. The Union recognizes that the
858 City may change or offer alternative health insurance programs including, but not limited to,
859 providers of group health and hospitalization coverage and benefits or to self insure so long
860 as the new or alternative coverage and benefits are “substantially similar” to the MMEHT
861 Comprehensive Point of Service Plan C (POS-C). The phrase “substantially similar” as used
862 in this Article is intended to accommodate minor changes in coverage provisions. Unilateral
863 changes in the terms of coverage imposed by the Maine Municipal Employees Health Trust
864 (MMEHT), or alternate insurance providers, or as changed by federal or state law, rules and
865 regulations, shall not violate this provision, provided that:

866
867 a. The City, by written communication, notifies the Union within thirty (30) days
868 prior to implementation, or as far in advance as is practical, of the specific details
869 of any changes or alternatives in health insurance.
870

- 871 b. The City, subsequent to the written notification shall meet with the Union to
872 discuss the changes or alternatives being proposed and implemented.
873
874 c. Should any new federal or state law, rule or regulation be enacted and/or issued
875 impacting the terms and conditions of this Article and/or health insurance benefits
876 provided to Unit employees, the City shall provide the changes to the Union within
877 thirty (30) days prior to their effective date, or as far in advance as is practical.
878

879 2. Without limiting the City's rights under subparagraph 1 above, the City currently offers to
880 employees and their eligible dependents group health and hospitalization coverage and benefits
881 through the Maine Municipal Employees Health Trust (MMEHT) ~~Traditional Point of Service~~
882 ~~Plan A (POS-A)~~, Comprehensive Point of Service Plan C (POS-C), and Preferred Provider (PPO
883 500) Plan.
884

885 ~~Effective the 1st day of the month following execution of this Agreement by the City~~
886 ~~Council, or as soon as practicable (but not to exceed forty five (45) days), all new and~~
887 ~~existing members of the bargaining unit, and their eligible dependents, will convert from the~~
888 ~~MMEHT Traditional Point of Service Plan (POS-A) to the Comprehensive Point of Service~~
889 ~~Plan (POS-C). The City will discontinue offering the Traditional Point of Service Plan (POS-~~
890 ~~A) to bargaining unit members.~~
891

892 3. Preferred Provider Plan (PPO 500) - Voluntary Option
893

894 a. Effective January 1, 2016, and until December 31, 2018, through a Health
895 Reimbursement Arrangement (HRA #1) administered by a company of the City's
896 choosing, the City will reimburse employees enrolled in the PPO 500 plan for properly
897 documented deductible and coinsurance up to \$1,125 for single coverage, and \$2,250
898 for single and child and family coverage, on an annual basis, through a Health
899 Reimbursement Arrangement (HRA #1) administered by a company of the City's
900 choosing. ~~The reimbursement (HRA #1) amount is 75% of the deductible and 75% of~~
901 ~~the coinsurance as determined by the Explanation of Benefits (EOB). If an individual~~
902 ~~claim has the deductible waived as the result of any applicable MMEHT incentive the~~
903 ~~employee or their eligible dependent are not entitled to 100% of the coinsurance.~~
904 ~~Reimbursement amount is 75% of the coinsurance. Employees and their eligible~~
905 ~~dependents may request their 25% balance be reimbursed from the Health~~
906 ~~Reimbursement Arrangement (HRA #2), to the extent of funds available, in accordance~~
907 ~~with Section (3) (b), below.~~
908

909 b. Effective January 1, 2016, and until December 31, 2018, through a Health
910 Reimbursement Arrangement (HRA #2) employees and their eligible dependents
911 enrolled in the PPO 500 Plan are eligible for an annual \$400 benefit to cover properly
912 documented co-pays, dental and other IRS Code 213 (d) expenses through a Health
913 Reimbursement Arrangement (HRA #2) administered by a company of the City's
914 choosing.
915

916 c. Effective January 1, 2019, those employees selecting the PPO 500 Plan will be obligated
917 to pay deductibles and coinsurance as called for in the Plan. The City will share the
918 obligation to pay deductibles and coinsurance with employees selecting the PPO 500
919 Plan subject to the following conditions. First, the maximum contribution by the City
920 to an employee's deductible and coinsurance is \$1,500 annually for single coverage, and
921 \$3,000 annually for single with child, and family coverage. Second, the City will fund
922 a Health Reimbursement Arrangement (HRA) for each employee selecting the PPO 500
923 Plan to fund its obligation to share deductibles and coinsurance as called for in this sub-
924 section. The City has the exclusive discretion to choose a Health Reimbursement
925 Arrangement (HRA) administered by a company of the City's choosing.
926

927 d. PPO 500 Plan employee premium contributions for single level coverage is 0%; employee
928 with dependent child coverage is 10% of the total premium; family coverage is 15% of
929 the total premium.

930 a.

931
932 ~~b. PPO 500 Plan employee premium contributions for single level coverage is 0%;~~
933 ~~employee and dependent child coverage is 10% of the total premium; family coverage~~
934 ~~is 15% of the total premium.~~

935
936 ~~e. Effective January 1, 2016, employees who voluntarily convert from the POS-C plan to~~
937 ~~the PPO 500 plan shall receive a one-time \$500 lump sum payment.~~

938
939 ~~d. Employees converting from the POS-C plan to the PPO 500 plan and receiving the one-~~
940 ~~time lump sum payment referenced in Section (A)(3)(d) above shall remain in the PPO~~
941 ~~500 plan for a minimum of two (2) years with no refund obligation. Employees who~~
942 ~~elect to convert back to the POS-C plan after one (1) year shall refund the City one-half~~
943 ~~(50%) of the one-time lump sum payment; \$250.~~

944
945 ~~e. As an option to the one-time \$500 lump sum cash payment, employees may elect a pre-~~
946 ~~tax contribution to an ICMA 457 plan, Section 125 Flexible Spending Account (FSA),~~
947 ~~or split the sum in any proportion between the three options.~~

948
949 ~~4. The City shall pay 100% of the individual premium rate for employees hired prior to October~~
950 ~~1, 2015.~~

951 4. Employees electing single level coverage will contribute three (3%) of the annual premium
952 rate for plan POS-C. Employees electing single with child or family coverage will contribute the
953 percentages of the annual premium rate currently in place for plan POS-C, subject to increases as
954 set forth in the cost sharing formula in the following paragraph.

955
956
957 ~~Employees hired on or after October 1, 2015 will contribute three (3%) of the annual premium rate~~
958 ~~for plan POS-C single level coverage; 0% for PPO 500 plan.~~

959
960 5. Effective on each anniversary date of the health and hospitalization insurance policy,
961 employees with family or dependent health and hospitalization coverage shall as a condition of

962 participation for the family or dependents' coverage, share in the premium rate increases.
963 Employees through payroll deduction shall be required to contribute one half (50%) of the increase
964 in family or dependent premiums, which will include increased costs caused by changes in benefits
965 unilaterally imposed by providers or as changed by Federal or State law, rule or regulation,
966 whichever is applicable, not to exceed an increase of more than the following:
967

Effective ~~10/1/15~~ 7/1/18

| <u>Family</u> | <u>Dependent</u> |
|---------------|------------------|
| \$11/ week | \$9/week |

968
969
970 Effective 7/1/19

971
972 Family Dependent

973
974 \$12/week \$10/week

975
976
977 Effective 7/1/20

978
979 Family Dependent

980
981 \$13/week \$11/week.

982 6. For purposes of this Agreement, "family coverage" shall mean coverage for the employee and
983 spouse and any dependent children. "Dependent coverage" shall mean coverage for the employee
984 with one or more dependent children with no spouse. "Dependents" shall be defined as: a.) Legal
985 spouse; Registered domestic partner (as defined in Maine Revised Statute; Title 22, §2710) b.)
986 Unmarried, dependent children under the age of 26, whether natural or adopted.

987
988 7. In order to be eligible to participate in the single, family or dependent health and
989 hospitalization plan, employees shall sign the Municipal Employee Health Insurance Premium
990 Contribution Agreement, which authorizes the City to withhold wages through weekly payroll
991 deduction to collect the employee's contribution towards single, family and dependent premium
992 increases. Employees shall have the opportunity to make such contributions on a pre-tax basis
993 (free from Federal and State taxes and FICA contribution) under the provisions of Section 125 of
994 the Internal Revenue Service Code. Employees shall have the choice of making these
995 contributions on a pre-tax or after tax basis.

996
997 8. The City agrees that in no event shall the employee's annual premium contribution towards
998 health insurance exceed seventeen percent (17%) of the total annual cost of the health insurance
999 premium. The total annual cost of the health insurance premium is the sum of the employer's
1000 share and the employee's share or effectively the rate charged by the insurer.
1001

1002 9. Cash Payment-In-Lieu of Medical Insurance

1003
1004 If an eligible employee at the beginning of each year covered by this Agreement elects not
1005 to participate in the City-offered medical insurance coverage and provides documentation
1006 to Human Resources prior to January 1st of each year that he/she is otherwise covered, or if
1007 an eligible employee elects coverage at a level less than the employee is eligible for, the
1008 City will reimburse the employee one-half (½) of the City's cost saved as a result of the
1009 election of reduced coverage or no coverage. The cash payments under this provision are
1010 taxable income and shall be paid to the employee as an addition to her/his regular paycheck.
1011 An eligible employee for the purposes of this provision is any employee who participated
1012 in the City's health insurance program during the year immediately prior to the employee's
1013 election of this option.

1014
1015 Cash payment-in-lieu of City offered medical insurance rates for existing bargaining unit
1016 members shall be red-lined (frozen) at the POS-A 50% rates then in effect on January 1,
1017 2015, with no further increases until the cash payment-in-lieu rates are at 39% of the City's
1018 cost saved on annual POS-C premium increases.

1019
1020 Cash payment-in-lieu rates for employees hired on or after October 1, 2015 are 39% of the
1021 City's cost saved on annual POS-C premium increases.

1022
1023 10. Employees may participate in any dental or vision care insurance programs offered by the City
1024 through providers of its choosing. Participation is voluntary with 100% employee premium
1025 contributions through payroll deduction. Eligible employees may enroll a spouse, registered
1026 domestic partner and dependent children. The City is not required to offer these plans to
1027 employees. Participation is regulated in accordance with the plan documents. Annual enrollment
1028 is held in December of each year for a January 1st effective date.

1029
1030
1031 11. Effective July 1, 2009, for employees who elect early retirement pursuant to Article 23 (E), the
1032 City will contribute its portion of the employee's applicable health insurance premium for three
1033 (3) additional months after the month in which the employee commences early retirement.

1034
1035 B. Ryan White Act Benefits

1036
1037 The City shall meet the testing and reporting requirements of the federal Ryan White Act, as
1038 amended from time to time, regarding the testing of employees for airborne pathogens. Such
1039 tests and frequency will be determined by the federal Act and corresponding regulations. In
1040 addition, the City will provide a screening to any employee for HIV, AIDS, and HEP-B upon
1041 request after a documented exposure event as a result of employment.

1042
1043
1044 **ARTICLE 20 – INJURIES**

1045

1046
1047 A. Workers' Compensation
1048
1049 1. Employees of the Fire Department who are injured or receive a disability suffered in
1050 the performance of their duties shall receive, in addition to workers' compensation coverage
1051 and insurance benefits that may apply, pay from the City of South Portland, the total of which
1052 shall constitute an employee's net base weekly wage until they are placed on disability
1053 retirement, return to duty or as described below.
1054
1055 2. After a period of eighteen (18) months from the date of injury, an employee who
1056 continues to be out on a work related injury shall not continue to earn holidays (including a
1057 personal day) or vacation time. Any time lost because of injuries received in the line of duty
1058 shall not be charged as sick leave.
1059
1060 3. Employees who receive full pay while on workers' compensation shall, upon receipt
1061 of their compensation check, immediately repay the City for any monies owed to the City as
1062 a result of their compensation benefit. Upon request, the City shall provide the employee with
1063 an amended W-2 form.
1064
1065 4. If an employee of the Fire Department, while off duty, is involved in a fire emergency
1066 situation and is injured while doing so, the City shall assume the responsibility to pay for
1067 medical, surgical, and hospital expenses provided the employee was not acting in a negligent
1068 manner or in violation of any departmental rule and said employee was within the City limits
1069 or in route to duty. The employee agrees to exhaust all available medical, hospital and
1070 workers' compensation benefits to cover the above mentioned expenses.
1071 Light Duty Assignment
1072
1073 ~~51.~~ When an employee suffers an injury and/or illness which prevents him or her from
1074 performing the normal duties of his/her position in the fire service, the City shall make "light
1075 duty" work available to the employee, whether the injury and/or illness occurred while on
1076 duty or off duty. If the City fails to make such work available, it shall state in writing to the
1077 employee and the Union the reasons such work was not made available. The injured employee
1078 shall work this light duty to the extent he/she is physically able to do so. In the event such
1079 work is made available and is refused by the employee, the reason for such refusal shall be
1080 stated in writing to the City. Neither the City nor the employee shall refuse to comply with
1081 the light duty provisions of this Article without good cause. Employees working light duty
1082 assignment shall be paid at the appropriate rate of pay for their position in the fire service.
1083 The purpose of light-duty assignments is to facilitate the employee's return to full duty. Light
1084 duty shall be limited duties which are of value to the Department but shall not include fire
1085 ground operations.
1086
1087 ~~62.~~ The light duty hours shall be forty-two (42) hours per week or the amount of hours
1088 directed by the attending physician.
1089
1090 ~~73.~~ The employee's doctor must provide the Fire Department with a note to verify an
1091 employee's return to light duty and/or any limitation on the return to work.

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84. Holidays - The employee may elect to take the holiday off or work that day. Should the employee take the holiday off, the employee must either work an extra day that week or delete a day from their single vacation days. If the employee has utilized all of his or her vacation, then the employee must work the holiday or work an extra day that week.

95. The Chief shall have the discretion to grant or modify a requested week of vacation from the employee's balance of vacation leave.

106. Uniform - The employee shall be dressed in work uniform unless a dress uniform is required for a work assignment.

7. 11. Employees on light duty shall not be eligible for overtime or call-back.

ARTICLE 21 - REGULAR VACATIONS

- A. All employees who have less than six (6) years service shall be entitled to a vacation of two (2) weeks during each calendar year.
- B. All employees who have six (6) years service and less than twelve (12) years service shall be entitled to three (3) weeks vacation during each calendar year.
- C. All employees who have twelve (12) years service and less than twenty (20) years service shall be entitled to four (4) weeks vacation during each calendar year.
- D. All employees who have twenty (20) years service or more shall be entitled to five (5) weeks vacation during each calendar year.
- E. "Service" for the purposes of calculating vacation time shall mean years of service in the South Portland Fire Department.
- F. The City agrees that should the City Council adopt a different vacation schedule for all their employees, this Agreement will be amended to reflect such change that would benefit the employees but in no event will it lessen their current benefits.
- G. A week of vacation shall mean one (1) complete tour of duty off. For the purpose of vacation time, consumption of each 24 hour shift shall equate to two vacation days (10.5 hours per day.) A half shift shall equal one day (10.5 hours) regardless if it is a night or day for purpose of computing vacation time usage.
- H. Vacation leave will be accounted for on a calendar year basis, January 1 to December 31, inclusive. No vacation leave will be granted during the remainder of the calendar year in which employment begins. During the calendar year next after that in which employment begins, a vacation leave prorated for the length of service in the year in which employment began will be granted. The month in which employment begins or ends will be counted as a

- 1139 month of service if the employment begins before the 16th or ends after the 15th day of the
1140 month.
1141
- 1142 I. An employee who retires or resigns prior to his/her taking a vacation shall be entitled to
1143 accumulated vacation pay in ratio to and with his/her length of service. However, any
1144 employee who gives less than adequate notice before resigning shall forfeit his/her accrued
1145 vacation leave. Adequate notice for the purpose of enforcement of these provisions shall be
1146 construed to mean two (2) weeks' notice.
1147
- 1148 J. The transfer list and the vacation list will be posted no later than December 1st of each year.
1149 In the event that an employee is transferred from one platoon to another during the course of
1150 the year, that employee shall be eligible to re-schedule the balance of his/her unused vacation
1151 leave anytime during the balance of the calendar year regardless of staffing.
1152
- 1153 K. Vacation shall be granted according to seniority and platoon. No more than two (2) employees
1154 of this unit on a platoon may be on vacation at the same time. In the event that there are not
1155 three (3) employees of a platoon (includes employees of the Command and Supervisory Unit)
1156 that have been scheduled to be on vacation for a tour during the months of July and August,
1157 employees may select by seniority available slots after the Command Officers have selected
1158 their vacation time.
1159
- 1160 L. Members shall not be forced from the immediate four (4) days before vacation until his/her
1161 due day back.
1162
- 1163 M. An employee may elect to take two (2) holiday vacation weeks, one (1) day at a time. Holiday
1164 and extra day picks will be allowed to be picked as 10, 14, or 24 hours. All full weeks of vacation
1165 shall be picked first. All changes in single vacation days require prior approval of the one
1166 Deputy Chief designated to maintain this schedule.
1167
- 1168 N. Beginning December 1st of each calendar year, employees shall have one (1) working shift to
1169 make their vacation pick for the succeeding calendar year or shall lose their turn and be moved
1170 to the end of the list for that round. Employees will not be permitted to double up on second
1171 picks by foregoing the first pick. Employees will be allowed to select up to a maximum of
1172 three (3) consecutive weeks per vacation pick. If the process of selecting vacations is not
1173 completed by January 31st, then beginning on February 1st, employees shall have one (1) hour
1174 in which to make a vacation pick, or lose his/her turn and be moved to the end of the list for
1175 that round.
1176
- 1177 O. With permission from the Chief or designee, employees shall be permitted to re-schedule up
1178 to five (5) vacation sets during the course of the calendar year after all vacations within the
1179 department have been selected. "Vacation set" shall be defined as a day or consecutive days
1180 of vacation during the course of the calendar year. Any request to change vacation leave shall
1181 be submitted to the Deputy Chief in writing no later than forty-eight (48) hours prior to the
1182 beginning of the requested day(s) off. A shorter notification period may be approved at the
1183 discretion of the Deputy Chief.
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ARTICLE 22 – HOLIDAYS

A. Holidays

1. Employees shall receive eleven (11) vacation days each January first in lieu of holidays. Vacation days in lieu of holidays shall be scheduled according to Article 21, REGULAR VACATIONS. Effective January 1, 2010, employees shall have the option to float their holidays for the calendar year. Employees who elect to float their holidays will be permitted to use them during the year with 7 days advance notice on a first come first serve basis. At the end of the calendar year employees will be paid for any unused holidays at the rate of one-fifth (1/5) of the employee’s weekly wage for each unused day.

2. Such vacations in lieu of holidays shall be prorated depending on a date of appointment or date of resignation, retirement, or any other voluntary or involuntary reason for terminating employment with the City. Employees who have terminated employment with the City shall receive those holidays which are listed below which fall between January 1 and their date of termination in the form of time off with pay or payment for such earned or accumulated holiday time.

3. Had an employee already received or taken vacation days in lieu of holidays in excess of what he/she earned, such time off shall be deducted from the employee's payment of unused sick leave.

HOLIDAYS

- | | |
|-----------------------------|------------------|
| New Years Day | Independence Day |
| Martin Luther King, Jr. Day | Labor Day |
| Presidents Day | Columbus Day |
| Patriot's Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| | Christmas Day |

B. Personal Day

1. In addition, each employee will be granted one (1) personal day per calendar year for the purpose of attending special unforeseen events such as weddings, graduations and the like, which could not have been scheduled at the time that vacations were scheduled. Employees shall be permitted to take one (1) personal day per year, on any day within that calendar year other than on holidays as defined in this Article.

2. The personal day shall not be scheduled on any holiday. Holiday shall begin at 6:00 p.m. on the eve of the holiday and shall extend through 8:00 a.m. on the day following the holiday.

1231 3. Only one (1) employee shall be off on a personal day per shift which will be scheduled
1232 on a first-come, first-served basis. The personal day shall be scheduled not more than thirty
1233 (30) days, nor less than forty-eight (48) hours prior to the beginning of the shift on which the
1234 employee would like to take a personal day. Employees shall complete a written request form
1235 to schedule a personal day and file said form with the Chief or designee. Once approval has
1236 been granted, the City cannot revoke the scheduled personal day.
1237

1238 4. A personal day shall not be divided up into portions of shifts less than ten (10) hours.
1239 An employee shall only be eligible to receive and utilize one (1) personal day equal to one (1)
1240 full shift (a day or a night shift) per calendar year. An employee may combine (1) extra day
1241 (a day or a night shift) with a personal day for a 24 hour personal day. Personal days shall not
1242 be carried from year to year.
1243

1244
1245 **ARTICLE 23 - SICK LEAVE**
1246

1247
1248 A. Sick leave shall be granted at a rate of one and one-quarter (1.25) days per month with
1249 unlimited accumulations. Sick time shall be charged at the rate it is used. For the purpose of
1250 sick time, consumption of each 24 hour shift shall equate to two sick leave days (10.5 hours
1251 per day). A half shift shall equal one day (10.5 hours) regardless if it is a night or day for the
1252 purpose of computing sick time usage. A person who leaves sick during a shift for more than
1253 ½ a shift shall be charged a full days sick leave (two days – 21 hours) and a person who leaves
1254 sick for less than ½ a shift shall be charged one day (10.5 hours.)
1255

1256 B. A list will be established and posted every other month identifying employees who have
1257 utilized four (4) or more sick leave absences including family sick leave days during the
1258 previous twelve (12) month period. Illnesses or family sick leave for a duration of longer than
1259 one (1) day will be considered one illness. Employees whose names appear on the list may be
1260 required to present a physician's certificate stating that the employee may return to work and
1261 is fit for duty. The City shall reimburse reasonable costs incurred by the employee to obtain
1262 the physician's certificate. An employee whose name appears on the list shall not be required
1263 to provide a medical certificate for a family sickness leave.
1264

1265 C. One-half (½) of accumulated sick leave up to a maximum of seventy-five (75) days of pay
1266 shall be paid retiring employees, provided the employee has a minimum of sixty (60) days of
1267 sick leave accumulated. Retiring employees with less than sixty (60) days shall not receive
1268 any payment. One-half (½) of accumulated sick leave up to a maximum of thirty (30) days of
1269 pay shall be paid to employees upon leaving fire service provided proper notice is given and
1270 the employee has at least ten (10) years of service. Proper notice for the purpose of
1271 enforcement of the provision shall be construed to mean two (2) weeks notice. Said payment
1272 is to be based on one-fifth (1/5) of the employee's weekly wage for each day's leave.
1273

1274 D. In the event that an employee is killed by accidental death in the line of duty while in uniform,
1275 and performing a duty for the Fire Department, the City shall pay to a surviving spouse or
1276 dependents 100% of the employee's sick leave balance.
1277

1278 E. An employee who retires and has an unused balance in excess of one hundred fifty (150) sick
1279 leave days, may take an early retirement equal to fifty percent (50%) of the accumulated sick
1280 leave days over one hundred fifty (150). Employees must give the Chief a minimum of thirty
1281 (30) days prior written notice to exercise this early retirement option. See attached Appendix
1282 A- Retirement Calculation Sheet
1283

1284
1285 **ARTICLE 24 - REASONS FOR SICK LEAVE**
1286

1287
1288 A. Sick leave shall be granted for:
1289

1290 1. Personal illness or injury of an employee to such extent as to be unable to perform
1291 his/her duties. Personal sick time shall be used, when called in, as 24-hour blocks and count as
1292 two (2) (10.5 hour) sick days;¹
1293

1294 2. Attendance upon members of the employee's family within the household, whose illness
1295 requires the care of such employee provided that not more than six (6) working days with pay
1296 shall be granted to the employee for this purpose in any one calendar year. A family sick day
1297 can be used in either ten (10) hour or fourteen (14) hour instances. A full twenty-four (24) hour
1298 instance will count as two (2) family sick days, A half shift shall equal one day (10.5 hours)
1299 regardless if it is a night or day for the purpose of computing sick time usage;
1300

1301 3. Enforced quarantine when established by the Health Department;
1302

1303 4. Subject to the discretion of the Chief or designated representative, sick leave may be
1304 used in the event of the death of an employee's spouse, child, mother, father, brother, sister,
1305 mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather,
1306 grandmother-in-law, grandfather-in-law, aunt, uncle, grandchildren daughter-in-law, son-in-
1307 law, immediate step relatives or other relatives living in the household;
1308

1309 5. Employees may take one (1) sick leave day each calendar year (January 1st to
1310 December 31st) as an excused leave of absence without the necessity of providing a doctor's
1311 slip. Such time off will be deducted from the employee's sick leave balance, but shall not count
1312 in the calculation of the fourth (4th) absence (see Article 23) nor an employee's performance
1313 evaluation. Such an excused sick leave absence, however, cannot create overtime at the time
1314 that it is requested and requires the permission of the Deputy Chief. Once the employee
1315 receives approval, the approval cannot be revoked. Such leave under this paragraph may not
1316 be requested or scheduled more than thirty (30) days in advance of the requested day off, nor
1317 less than forty eight (48) hours prior to the beginning of the shift the employee wishes to have
1318 off.
1319

1320 6. Employees will be eligible to utilize up to four (4) calendar days for paternal leave
1321 immediately following the birth or adoption of a child. Said time shall be charged to an

¹ The City and the Union agree that splitting of sick time could be allowed in 10 and 14 hour shifts if hiring and filling of the shifts could be guaranteed.

1322 employee's sick leave balance and will be counted as a single illness in the calculation of sick
1323 days for the "Sick Leave List" as described in Article 23.
1324

1325
1326 **ARTICLE 25 - BEREAVEMENT LEAVE**
1327

- 1328
1329 A. The City recognizes the need for a bereavement period of up to seven (7) consecutive days
1330 immediately following the death of an employee's spouse, domestic partner, child, grandchild,
1331 mother, father, brother, sister, mother-in-law, father-in-law, immediate step relatives or
1332 grandparents. If the employee is scheduled to work during this period, he/she shall be excused
1333 from work with pay for up to two (2) twenty-four (24) hour days.
1334
1335 B. None of the above-mentioned time off shall be charged to the employee's sick leave. Where
1336 circumstances necessitate, the Chief may extend the duration of the above-mentioned periods.
1337 Work missed during the periods of extension shall be charged against the employee's sick
1338 leave.
1339
1340 ~~D.~~ C. If a funeral occurs during an employee's vacation, the employee shall have the right to re-
1341 schedule his or her vacation time provided the employee provides a notice to the Chief or designee
1342 within twenty four (24) hours of the death. Employees will not be permitted to re-schedule vacations
1343 during the months of July and August.
1344

1345
1346
1347 ~~**ARTICLE 26 - TEMPORARY SERVICE OUT ABOVE OF RANK**~~
1348

- 1349
1350 ~~A. This Article only applies to the temporary appointment of personnel who are placed in charge~~
1351 ~~of a platoon caused by an extended illness or vacancy of an officer which is not filled under~~
1352 ~~the provisions of the supervisor's contract.~~
1353
1354 ~~C. The highest ranking Lieutenant candidate from the previous promotional exam shall assume~~
1355 ~~the duties of a higher rank in the event of an extended illness or vacancy which is to be filled~~
1356 ~~and shall be compensated at the rate for the higher position while performing said duties.~~
1357
1358 ~~Effective January 1, 2015, any employee assuming the duties of a higher rank shall have~~
1359 ~~completed NFPA Fire Officer I and five years in grade. Employees will be offered the~~
1360 ~~opportunity to voluntarily complete the NFPA Fire Officer I through an online program. In the~~
1361 ~~event there is not an eligible employee to assume the higher rank duties, a command officer~~
1362 ~~shall be hired regardless of staffing. If no officer voluntarily takes the job, privates with~~
1363 ~~certification will be offered the overtime before forcing an officer.~~
1364
1365 ~~C. A private who assumes command, or is placed in charge of a platoon, for a half shift of duty~~
1366 ~~or more, (5 hours day shift / 7 hours night shift), in the absence of a Captain or Lieutenant,~~
1367 ~~shall be compensated at the minimum base rate paid a Lieutenant.~~
1368

369 **ARTICLE 26 – ~~TEMPORARY SERVICE OUT ABOVE OF RANK~~**

- 370
- 371
- 372 A. This article only applies to the temporary appointment of personnel who are placed in
- 373 charge of a platoon caused by ~~an extended illness~~ long term vacancy or short term vacancy
- 374 of an officer which is not filled under the provisions of the ~~supervisor's~~ command
- 375 contract. For the purpose of this article a long term vacancy is defined as any vacancy of
- 376 an officer longer than thirty (30)days and a short term vacancy is defined as any vacancy
- 377 of an officer shorter than thirty (30) days.
- 378 B. Any employee assuming the duties of above rank shall have completed NFPA Fire Officer
- 379 1 and five years in grade. Employees will be offered the opportunity to voluntarily
- 380 complete the NFPA Fire Officer 1 through an online program. In the event there is not an
- 381 eligible employee to assume the above rank duties, a command officer shall be hired
- 382 regardless of staffing. If no officer voluntarily takes the job, privates with certification
- 383 will be offered the overtime before forcing a command officer.
- 384 ~~A.C.~~ C. The highest ranking Lieutenant candidate from the ~~previous~~ most recent promotional
- 385 exam shall assume the duties of a ~~higher~~ above rank in the event of ~~an extended illness~~
- 386 long term vacancy ~~or vacancy which is to be filled~~ and shall be compensated at the rate for
- 387 the higher position while performing said duties.

388 ~~Effective January 1, 2015, any employee assuming the duties of a higher rank shall have~~

389 ~~completed NFPA Fire Officer I and five years in grade. Employees will be offered the~~

390 ~~opportunity to voluntarily complete the NFPA Fire Officer I through an online program.~~

391 ~~In the event there is not an eligible employee to assume the higher rank duties, a command~~

392 ~~officer shall be hired regardless of staffing. If no officer voluntarily takes the job, privates~~

393 ~~with certification will be offered the overtime before forcing an officer.~~

- 394 D. A private who assumes command in the absence of a Captain or Lieutenant on a short
- 395 term vacancy, or in the absence of a Captain or Lieutenant is placed in charge of a platoon
- 396 for five (5) hours or more, ~~for a half shift of duty or more, (5 hours day shift / 7 hours~~
- 397 ~~night shift), shall be paid a \$3.50/hr. stipend in addition to his or her regular base rate.~~
- 398 ~~minimum base rate paid a Lieutenant.~~
- 399 This stipend is not part of the regular base rate for purposes of calculating overtime pay.
- 400

401

402

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404

405 **ARTICLE 27 – SUBSTITUTION**

- 406
- 407
- 408 A. A substitution shall be defined as two (2) employees swapping a shift with each other.
- 409
- 410 B. Employees, with the permission of their Commanding Officer, shall be permitted to substitute
- 411 up to fifteen (15) shift assignments with other employees each calendar year. For the purposes
- 412 of this Article, Commanding Officer shall mean a Captain, Lieutenant or senior employee in

1413 charge. A swap of a shift assignment of less than four (4) hours shall not be considered a
1414 substitution but does require verbal approval by the respective Commanding Officer.

- 1415
- 1416 C. A substitution for the purpose of allowing an employee to attend EMS training or Firefighting
1417 training courses shall require notification and approval of the Commanding Officer. Such a
1418 substitution, however, shall not be considered as part of the fifteen (15) authorized.
1419
- 1420 D. Permission to substitute on a platoon shall be obtained from the Commanding Officer affected
1421 by the substitution. All substitutions will be a written agreement of the parties and the
1422 respective shift Command Officer. The signed statements will be filed with Deputies in order
1423 that they may keep track of this provision.
1424
- 1425 E. An employee who has swapped a shift of duty will be considered to be on duty and will be
1426 bypassed on the Emergency Roster. The employee who has committed himself for that shift
1427 of duty will be held accountable to cover the job. Slips should be made out forty-eight (48)
1428 hours in advance and forwarded to the Deputy's office immediately
1429

1430

1431 **ARTICLE 28 – PENSIONS**
1432

1433

1434 A. Firefighters' Pension
1435

1436 1. For service prior to July 1, 2010, the City will maintain the pension option providing
1437 for all eligible employees of the City of South Portland Fire Department retirement of one-half
1438 (½) salary after having completed twenty-five (25) years of service regardless of age; which
1439 benefit shall be based on one-half of the average of the employee's top three (3) years of pay
1440 as described by the Maine Public Employees Retirement System.
1441

1442 2. For service prior to July 1, 2010, the City shall extend to all eligible employees a
1443 retirement pension under Maine Public Employees Retirement System Consolidation Plan
1444 entitling employees to one-half (½) salary after having completed twenty-five (25) years of
1445 service regardless of age; which benefit shall be based on one-half of the average of the
1446 employee's top three years of pay; including the 2% retirement option, in accordance with and
1447 subject to the provisions of the statutes of the State of Maine and the rules of the Maine Public
1448 Employees Retirement System now applicable or as they may hereinafter be amended. The
1449 employee's rate of contribution shall be increased to 6.5% of gross weekly earnings.
1450

1451 3. The City agrees that should any other department receive a reduction in the amount of
1452 years necessary for retirement or an increase in the rate of retirement, the same will be added
1453 to the Fire Fighter's Pension Plan; but, in no event will it lengthen the years of service necessary
1454 for retirement or lessen the retirement salary.
1455

1456 4. “Special Benefit Plan 3” Adopted Effective July 1, 2010
1457

- 1458 a. Effective July 1, 2010, and for future service only, the City will adopt the
1459 provisions of “Special Benefit Plan 3” (2/3 average final compensation, upon

1460 the completion of twenty-five (25) years of Special Plan service regardless of
1461 age, including cost of living adjustments) pursuant to 5 M.R.S.A. §18801 –
1462 18806 and Maine Public Employees Retirement System Rules, Ch. 803, §8(E),
1463 as amended, for all eligible employees covered by this Agreement.
1464

1465 b. “Special Benefit Plan 3” for future service only, will be the exclusive plan
1466 available for all employees covered by this Agreement on July 1, 2010, who
1467 elect Maine Public Employees Retirement System pension benefits.
1468

1469 c. All employees covered by this Agreement participating in other Maine Public
1470 Employees Retirement System pension plans as of July 1, 2010, will be
1471 transferred to “Special Benefit Plan 3” for future service only.
1472

1473 d. The contribution rates for the City and covered employees for participation in
1474 “Special Benefit Plan 3” will be as established by the Maine Public Employees
1475 Retirement System.
1476

1477
1478
1479

1480 **ARTICLE 29 - CLOTHING ALLOWANCE**

1481
1482 A. The annual clothing allowance for firefighters shall be three hundred ~~twenty-five~~ fifty dollars
1483 (~~\$325.00~~(\$350.00)for contract period 2016-2017, (~~\$334.75~~) for contract period 2017—2018.
1484 A balance sheet, showing each employee what his/her clothing allowance account is and what
1485 had been expended from that account for the previous twelve months shall be furnished to each
1486 employee June 1st. Starting July 1st. 2016 any clothing account that has a negative balance will
1487 be brought to a zero balance. After July 1st, 2016 item K of this article will be enforced.
1488

1489 The clothing catalog approved pursuant to paragraph O below (“the approved clothing
1490 catalog”) ~~Appendix B~~ shall have the following categories contained within. Each category shall
1491 list approved items and also show the item by use of associated picture. Any item not shown
1492 within the approved categories will not be allowed to be purchased or worn while on duty or
1493 performing any fire department function.
1494

- 1495 1. Dress uniforms
- 1496 2. Work uniforms / Station wear
- 1497 3. Protective equipment.

1498
1499 B. Expenses per category as outlined in section A shall be restricted to the following amounts per
1500 contract period / year.
1501

- 1502 1. \$100.00 per contract period year (\$300.00 first year after end of probation)
- 1503 2. \$500.00 per contract period year.

504 3. \$875.00 The amount that will be the limit shall be the cost of most expensive,
505 single piece of protective gear, according to the city bid process. Whatever that cost is
506 will be the yearly limit that can be expended in this category.
507

508 C. Items may be purchased at any time during each of the contract periods referenced above, with
509 the exception of 45 days prior to July 1st. This will allow administration adequate time to
510 compile the expense report without any changes to affect the balance of the account for each
511 member. Emergency replacements as granted by the administration may happen within the 45
512 day window, the definition of emergency shall remain within control of the administration. In
513 the event that any article of clothing is ruined as a result of performing duties, it shall be the
514 responsibility of the city to replace. Replacement will be the same or better in condition and
515 quality as the original garment or item.
516

517 D. Upon acceptance of employment by the City of South Portland the city shall provide the
518 following articles of clothing and personal protective gear prior to the reporting individual for
519 work on the first day.
520

521 1. One set of protective clothing shall be provided by the City and be replaced on an as-needed
522 basis as determined by the Chief or designee. Protective clothing shall include and be
523 defined as one (1) pair of bunker pants including suspenders, one (1) bunker coat, one (1)
524 pair of boots, one (1) nomex hood, one (1) helmet with face shield and one (1) pair of
525 gloves, (1) reflective rescue coat.
526

527 2. The Department issued bunker coat and bunker pants shall be black in color. ~~and shall be~~
528 ~~the exclusive issue only to full-time firefighters of the Department.~~
529

530 3. Two sets of work uniforms. A set of work uniforms shall be defined as a class B work shirt,
531 t-shirt, pants, boots, hat, and belt. One job shirt shall also be provided as part of the work
532 uniform. All items to be chosen out of section 2 in Item A.
533

534 4. Probationary employees shall receive an initial maximum clothing allowance of \$250.00
535 on their appointment date. This amount shall be pro-rated at an amount of \$20.83 a month
536 for each month of service, starting at the appointment date and ending at the preceding July
537 1st. After this initial amount, the employee shall receive the regular amounts each July 1st
538 as stated in article A of this section. Only employees hired after July 1st, 2016 shall be
539 eligible for this benefit.
540

541 5. Upon successful completion of the probationary period of employment, the city shall
542 provide ~~a blouer or equivalent dress coat and bell cap. All remaining items needed for the~~
543 ~~dress uniform shall be purchased through the empolyee's clothing allowance~~ all articles
544 needed for a Class A dress uniform. The dress uniform shall be for regular line firefighters
545 only and shall not include any parts of the uniform for the honor guard. The dress uniform
546 shall consist of (1) long sleeve dress shirt, (1) set of dress shoes, (1) blouer or equivalent
547 dress coat, (1) pair of dress pants, (1) Bell cap, (1) black tie, and associated patches or
548 embroidery.
549

- 550 E. Employees may be allowed to purchase from his/her clothing allowance one (1) additional set
551 of protective clothing. This additional set of gear must comply with section 3 in Item A above.
552 The employee will be limited to the amount as stated in Item B, section 3 per contract calendar
553 year.
- 554
- 555 F. An employee may purchase an alternative helmet. The Department will pay up to \$250.00 out
556 of the employee's clothing allowance Said difference in cost will be paid for by the employee
557 by a check made payable to the City of South Portland.
- 558
- 559 G. An employee may purchase an alternative boots. These boots may be leather bunker boots.
560 The Department will pay up to \$250.00 out of the employee's clothing allowance. Said
561 difference in cost will be paid for by the employee by a check made payable to the City of
562 South Portland.
- 563
- 564 H. The City shall replace any clothing or protective gear damaged in the line of duty provided the
565 item was not recommended for replacement at the prior annual inspection. Upon notification
566 by an employee or the employee's direct supervisor that an article of clothing that is not
567 protective gear was ruined in the line of duty or at a specific incident, the deputy in charge of
568 clothing or the chief of the department shall have the discretion to replace items at no cost to
569 the employee. (By no cost, the employees clothing allowance will not be charged as a result of
570 loss of an item, the city shall born all costs to replace the items that are ruined, as determined
571 by the Chief or Deputy Chief). This shall be evaluated on a case by case scenario, based on the
572 specific details of the incident in which the item was ruined. The City shall remove unsafe
573 clothing or City issued gear under this Article from service and order its replacement.
574 Replacement of damaged clothing shall be initiated by the City within thirty (30) days of the
575 request of the employee. Upon retirement, an employee's remaining City issued gear shall
576 become the property of the retiring employee. In the case of resignation or any other voluntary
577 or involuntary reason for termination of employment with the City, the employee shall return
578 all City issued gear to the City. City issued gear shall be defined as gear that is not obtained
579 through the clothing allowance.
- 580
- 581 I. Upon severance from Department employment, the employee may be required to return all
582 city-issued turnout gear and city-issued equipment except for the firefighter's helmet. Any
583 items purchased jointly between the city funds and employee funds, the article of clothing or
584 gear will become the property of the employee.
- 585
- 586 J. Upon retirement the employee is eligible for a payout of \$100.00 of the remaining balance of
587 their clothing allowance after July 1st, 2017. This payout shall be calculated into the Final
588 Payout appendix at the end of the working agreement. The payout shall not apply if the
589 employee decides to utilize the clothing allowance within 3 months of retiring.
- 590
- 591 K. Employees will not be allowed to have a negative account balance at any time. In the event
592 that an employee needs to replace an article of clothing that is not PPE, and is not considered
593 to be an emergency, the employee will be responsible for the replacement cost. Emergency
594 will be defined per item C of this article.
- 595

596 L. Determination of when an approved item can and cannot be worn will be set forth in SOP
597 5.213. The administration and clothing committee will work collaboratively to make changes
598 to SOP 5.213 prior to July 1st, 2016 and annually as needed during the 45 day no purchase
599 period. Changes to SOP 5.213 must reflect but are not limited to looking professional, comfort
600 of the garment, heat emergency declaration, and time/place an item can and cannot be worn.
601 The officer of the crew will have authority to request any article of clothing be removed from
602 service if it is faded, soiled, ripped, torn or in any way disrespects the department.
603

604 M. The city shall maintain a list of preferred vendors for clothing. The preferred vendors are
605 vendors that have been established by the city and the city has a direct account for payment
606 with. Annually the preferred vendor list shall be updated each July 1st. In the event that the
607 firefighter needs to purchase an article of clothing at any time and following item C above, the
608 firefighter can charge the item to his/her clothing account. Documentation of such purchase
609 shall be forwarded to the officer in charge of clothing.
610

611
612 Current Approved Vendors as of 01/16:
613 Admiral Fire & Safety
614 Allen Uniforms
615

616 N. In the event that the employee / firefighter purchases an item that is found ~~approved in~~ in the
617 approved clothing catalog ~~Appendix A~~ but ~~and~~ is not from an ~~the~~ approved vendor, the
618 firefighter / employee shall utilize their own funds to make such a purchase. Upon submittal
619 of necessary documentation (receipts) to the fire department secretary, the city shall utilize the
620 clothing allowance of the purchasing employee to reimburse said employee for the amount of
621 each purchase.

622 If a non-approved vendor is utilized the employee shall obtain reimbursement within 2 weeks
623 from time of submittal to the fire department secretary, so long as the submittal is before the
624 Wednesday of the given week and the employee is in the city system as a vendor and has an
625 established vendor number. If no vendor number has been created, the reimbursement shall
626 not be longer than 30 days from the time of submittal. A vendor number is a number that is
627 given to each employee (not the employee ID number) that allows the city to track purchases.
628 Once the employee is set up in the system, they remain in the system and will not have to wait
629 the 30 days or go through the set up process again.
630

631 O. ~~The attached appendix B shall be considered part of this contract, specifically part of article~~
632 ~~29.~~ During the 45 days before June 1st no purchase period, the approved clothing catalog
633 ~~Appendix B of article 29~~ will be updated to reflect any items that need to be evaluated or modified.
634 Evaluation or modification shall include discontinuation of an item, assess the durability of an
635 item that does not perform to the standards of the City and/or the Local, or a superior item has
636 come on the market. A committee of 4 privates and the deputy in charge of clothing will be
637 assigned to performing this task. At the end of the 45 day period of evaluation, the approved
638 clothing catalog ~~Appendix~~ will again be closed with any and all changes being approved by the
639 Chief of the Department and Local 1476 President. Once approval has been reached the
640 approved clothing catalog ~~Appendix B~~ will be updated no later than July 1st.
641

642 P. In the event that a vendor stops carrying an item or if for any reason an item is discontinued as
643 a result of a supply issue, or any issues arising out of a vendor changing item numbers or
644 reference I.D. numbers, these items will be allowed to be worn until they do not meet the
645 standards of section L of this article. Reference numbers / item I.D. numbers can be changed
646 at any time by mutual verbal agreement of the Union President and Deputy in charge of
647 clothing in order to facilitate the ordering process.

648
649 ~~ARTICLE 29 – CLOTHING ALLOWANCE~~

650
651
652 ~~Following the execution of this successor CBA, Union Executive Staff will meet with Deputy Chief~~
653 ~~Louis Cavallaro to mutually agree to, draft, and execute a side letter agreement that amends this Article~~
654 ~~by December 31, 2015.~~

655
656 ~~A. The clothing allowance for firefighters shall be three hundred dollars (\$300) per year. A balance~~
657 ~~sheet, showing each employee what his/her clothing allowance account is and what had been~~
658 ~~expended from that account for the previous twelve months, shall be furnished each employee~~
659 ~~each June 1st. Employees may purchase from their clothing allowance the following eligible~~
660 ~~items~~

- 661
- 662 1. ~~Up to four (4) sets of work uniforms annually;~~
- 663 2. ~~Leather belts;~~
- 664 3. ~~Ties;~~
- 665 4. ~~Suspenders;~~
- 666 5. ~~Hook fast belts (not to exceed price of department approved leather belts);~~
- 667 6. ~~Watch cap;~~
- 668 7. ~~Equipment holster;~~
- 669 8. ~~Scissors/hemostat;~~
- 670 9. ~~Pocket mask;~~
- 671 10. ~~Latex gloves and holder;~~
- 672 11. ~~Up to four (4) T-shirts per year in lieu of one set of work uniforms;~~
- 673 12. ~~A pair of dress shoes and either a pair of work boots or a pair of hi-tech/hidden sneakers~~
674 ~~subject to the Chief's approval [in the event a firefighter purchases shoes through a mail~~
675 ~~order vendor and if the item is returned or exchanged, the employee shall be responsible~~
676 ~~for any cost related to the return or exchange];~~
- 677 13. ~~One (1) night sweatshirt;~~
- 678 14. ~~Pocket spanner;~~
- 679 15. ~~A dress uniform with available funds after work uniforms and shoe requirements have~~
680 ~~been met and with the permission of the Chief.~~

681
682 ~~B. One set of protective clothing shall be provided by the City and be replaced on an as-needed~~
683 ~~basis as determined by the Chief or designee. Protective clothing shall include and be defined~~
684 ~~as one (1) pair of bunker pants including suspenders, one (1) bunker coat, one (1) pair of boots,~~
685 ~~one (1) helmet with face shield and one (1) pair of gloves. The Department issued bunker coat~~
686 ~~shall be yellow in color and shall be the exclusive issue only to full-time firefighters of the~~
687 ~~Department.~~

689 ~~C. An employee may be allowed to purchase from his/her clothing allowance one (1) additional~~
690 ~~set of protective clothing at the discretion of the Chief. An employee may purchase an~~
691 ~~alternative helmet, with the permission of the Chief. The Department will pay up to the~~
692 ~~equivalent cost of a standard South Portland Fire Department issued helmet out of the~~
693 ~~employee's clothing allowance. Said difference in cost will be paid for by the employee by a~~
694 ~~check made payable to the City of South Portland. An employee with five years seniority may~~
695 ~~purchase leather bunker boots as items allowed within the clothing allowance. (Not to exceed~~
696 ~~\$250.00)~~

697
698 ~~D. The City shall replace any clothing or protective gear damaged in the line of duty provided the~~
699 ~~item was not recommended for replacement at the prior annual inspection. Upon notification~~
700 ~~by an employee, the City shall remove unsafe clothing or City issued gear under this Article~~
701 ~~from service and order its replacement. Replacement of damaged clothing shall be initiated~~
702 ~~by the City within thirty (30) days of the request of the employee. Upon retirement, an~~
703 ~~employee's remaining City issued gear shall become the property of the retiring employee. In~~
704 ~~the case of resignation or any other voluntary or involuntary reason for termination of~~
705 ~~employment with the City, the employee shall return all City issued gear to the City. City~~
706 ~~issued gear shall be defined as gear that is not obtained through the clothing allowance.~~

707
708 ~~E. The policy on quality and type of uniforms and protective clothing shall remain at the present~~
709 ~~high standard. The Union shall have the right to review new uniforms or protective clothing~~
710 ~~before implementation.~~

711
712 ~~F. Upon severance from Department employment, the employee may be required to return all~~
713 ~~city issued turnout gear and city issued equipment except for the firefighter's helmet.~~

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1720 **ARTICLE 30 - DRESS CODE**

1721
1722
1723 A. Hair shall be neatly groomed and the length or bulk shall not be excessive or present a ragged,
1724 unkempt or extreme appearance. Male employees shall be allowed to wear hair to the middle
1725 of the ear and middle of the collar. Female employees shall be allowed to wear hair that does
1726 not extend beyond the lower part of the shoulder blades. In no case shall an employee's hair
1727 style interfere with the wearing of personal protective fire equipment and/or male/female
1728 uniform attire.

1729
1730 B. Mustaches shall be permitted as long as they are not exotic and do not interfere with the
1731 employee's job performance. Employees shall not be permitted to wear beards.

1732
1733 C. Employees of the Fire Department shall not be required to be in any type of uniform until they
1734 are actually on duty.

1736 D. Only uniforms shall be stored in the station while off duty. No garments shall be left outside
1737 storage areas while on duty. Employees shall be in uniform before the change of shift or before
1738 replacing other employees. Employees being replaced shall be in uniform at the time of said
1739 change.
1740

1741

1742 **ARTICLE 31 - HEALTH, FITNESS AND SAFETY**

1743
1744

1745 A. A committee shall be established, made up of the Chief, the Deputy Chief in charge of training,
1746 one company officer and two participating employees appointed by the Union and shall
1747 function as an on-going Safety Committee for the Department.
1748

1749 B. The City will retain a professional health/fitness consultant to develop an individual
1750 assessment program and periodic monitoring of employees' progress in health training.
1751

1752 C. The City agrees to provide employee identification cards, which will permit employees to
1753 utilize the South Portland Municipal Golf Course and Municipal Pool without charge of
1754 membership fees or daily fees.
1755

1756

1757 **ARTICLE 32 - SAVINGS CLAUSE**

1758
1759

1760 A. If any provision of this Agreement is contrary to any law or City ordinance, such invalidity
1761 shall not affect the validity of the remaining provisions.
1762

1763

1764 **ARTICLE 33 - ZIPPER CLAUSE**

1765
1766

1767 A. This contract represents the total understanding of the parties. The parties to this agreement
1768 further agree that matters raised during the negotiations of this contract or covered by this
1769 contract shall not be the subject of bargaining during the term of this contract, except by the
1770 mutual agreement of the parties.
1771

1772

1773 **ARTICLE 34 - POSITION AND RESPONSIBILITIES**
1774 **OF THE EMERGENCY MEDICAL SERVICE COORDINATOR**

1775
1776

1777 ~~Following the execution of this successor CBA, Union Executive Staff will meet with Deputy Chief~~
1778 ~~Louis Cavallaro to mutually agree to, draft, and execute a side letter agreement that amends this article~~
1779 ~~by December 31, 2015.~~

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A. ~~The City of South Portland and the South Portland Firefighters Association, IAFF LOCAL 1476, AFL-CIO have reached the following agreement pertaining to the newly created position of the "Emergency Medical Service Coordinator." The terms of the agreement follow.~~

1. The Emergency Medical Service Coordinator position has been created as a staff position in the chain of command and shall include the following duties:
 - * Coordinates the EMS program with the EMS Deputy Chief ~~overall~~.
 - * Conducts Quality Assurance reviews.
 - * Coordinates all in house EMS training with the training Deputy Chief ~~outside and in house~~ as well as the line officers.
 - * Orders EMS supplies and maintains all EMS Equipment.
 - * Assists with EMS budget preparation.
 - * ~~Coordinates EMS training with the training deputy as well as the line officers~~
 - * Deals with EMS issues with the line and chief officers.
 - * Serves as a staff position to Chief on EMS issues.
 - * Assists with and ~~Coordinates and~~ provides public education on EMS issues.
 - * Will assist in the planning phase of mass gathering events within the city.
 - * When time permits, may be required to assist a chief officer with special project needs as approved by the Chief of the Department.
 - * Coordinates with regional ~~Southern Maine~~ EMS Office, County Rescue Chiefs and Maine EMS as required.
 - * Must become a CPR instructor for the Department.
 - * Emergency Response - will respond when available to critical care calls when an engine is requested or needed, may perform firefighting duties if directed.
 - * ~~Mass Casualty will be the EMS Operations Sector~~
 - * Working Fires - may be assigned any duties or tasks as deemed necessary by Command. ~~to the Safety Sector unless required to conduct an EMS Sector~~

- 1825 * When available, shall ~~will~~ be the primary responder, when both units are tied up on
1826 calls.
- 1827
- 1828 * When available, can be called back for long term incidents., ~~which require an EMS~~
1829 ~~Sector~~
- 1830
- 1831 * Shall be required to obtain and maintain ACLS and PALS certification, and may
1832 attend other schools, classes, or other educational opportunities that would enhance
1833 his/her position as EMS coordinator with the Chief's approval (funding when
1834 available).
- 1835
- 1836 2. The Emergency Medical Services Coordinator shall be selected based on the following
1837 process and stated minimum requirements:
- 1838
- 1839 * The EMS Coordinator shall be a Paramedic.
- 1840
- 1841 * Must have a minimum of five years of service (three years as a Paramedic) to apply.
- 1842
- 1843 * Shall be an in-house selection from the firefighter ranks when filling the position,
1844 unless there is no applicant from within the South Portland Fire Department; the
1845 City reserves the right if no inside applicants apply to seek and hire an outside
1846 individual for this position.
- 1847
- 1848 * Applicants shall submit a sealed resume to the Fire Chief and/or the Personnel
1849 Director.
- 1850
- 1851 * The review board shall conduct all interviews of candidates, The review board
1852 shall consist of the following: ~~seven people; one line officer, one paramedic (non-~~
1853 ~~applicant) from the Department, five outside individuals (two shall be EMS~~
1854 ~~oriented; Rescue Officer, EMS Director, Southern Maine EMS, etc.). — The~~
1855 ~~review board will conduct interviews and submit the three top applicants for~~
1856 ~~interview with the Fire Chief and City Manager. The board will use an average~~
1857 ~~point system, to be determined, with the high and low scores removed.~~
- 1858 • City Manager or designee
 - 1859 • Fire Chief
 - 1860 • EMS Deputy Chief
 - 1861 • One line officer
 - 1862 • One Paramedic from the Firefighter's bargaining unit
- 1863
- 1864 3. The Emergency Medical Service (EMS) Coordinator shall have a probationary
1865 period of six (6) months. The EMS Coordinator may be reassigned for just cause
1866 by the Fire Chief. The EMS Coordinator may seek promotion as a fire officer if
1867 said employee meets all requirements for desired promotion. The EMS
1868 Coordinator may voluntarily withdraw from the EMS Coordinator position and
1869 return to the firefighter ranks, assuming employee's seniority position computed
1870 on date of initial appointment. The proper placement within the ranks shall be

1871 conducted within the next transfer cycle beginning each January 1st. If the EMS
1872 Coordinator moving back into the ranks is a senior firefighter, the employee shall
1873 be placed back into the ranks in the proper slot at the earliest possible time. If the
1874 EMS Coordinator is a civilian employee not selected from within the ranks, said
1875 employee shall not be eligible for any other appointment within the Department
1876 upon resignation unless said employee follows the civil service entrance exam
1877 process.

1878
1879 ~~The EMS Coordinator will be eligible for overtime in the EMS position only as~~
1880 ~~approved by a chief officer. The EMS Coordinator shall be eligible for outside~~
1881 ~~overtime jobs after full time employees who run with call companies have been~~
1882 ~~called.~~

1883
1884 4. The EMS Coordinator's work schedule shall be as follows: a forty two hour work
1885 week, a flexible work schedule approved by the Chief. The EMS Coordinator
1886 will be eligible for overtime in the EMS position only as approved by a chief
1887 officer. The EMS Coordinator shall be eligible for all other outside overtime jobs
1888 as outlined in Articles 16 and 17. The EMS Coordinator after full time employees
1889 who run with call companies have been called. shall be able to accumulate 42
1890 hours of compensation time. Each hour of Overtime earned will count for and
1891 may be use as one and a half hours of compensation time when used. This time
1892 earned shall be cashed out if returning back into the rank of private. If promoted
1893 to an officer, the EMS Coordinator can either cash out, or carry over up to 42
1894 hours of compensation time.

1895
1896 5. Vacations shall be selected prior to January 1st and approved by the Chief. If the
1897 EMS Coordinator is directed back into the rank, the employee may select his/her
1898 vacations anywhere (maximum two weeks). If the EMS Coordinator requests to
1899 return to the ranks, his/her vacations will be as originally selected, one week before
1900 or after according to the platoon the employee has been assigned to. The EMS
1901 Coordinator will have the option to be off on holidays or to have two weeks vacation
1902 in lieu of holidays per the contract (Art. 22, paragraph A); this must be selected and
1903 approved by the Chief of the Department. This option must be selected by December
1904 31st.

1905
1906 6. The wages for the EMS Coordinator are listed in Article 15 – Wages, Section A.

1907
1908
1909 7. The EMS Coordinator may purchase up to six sets of work uniforms annually from
1910 their clothing allowance.

1911
1912 ~~4. The wages for the EMS Coordinator are listed in Article 15 – Wages, Section A.~~

1913
1914
1915
1916 **ARTICLE 35 - TERM OF AGREEMENT**

1917

1918
1919 A. This Agreement governs the rights of the parties from July 1, 2015~~8~~ to June 30, 2021~~4~~~~8~~. The
1920 City and the Union agree that should this Agreement expire prior to the signing of a successor
1921 Agreement, all the provisions of this Agreement shall remain in force.
1922

1923 In WITNESS THEREOF, the City has caused this Agreement to be executed and its corporate
1924 seal to be affixed by ~~James H. Gailey~~ Scott Morelli, its City Manager, thereunto duly authorized
1925 by the City of South Portland, as of this _____ day of _____, 2018~~5~~ and the
1926 Union has caused this instrument to be signed by, ~~Joshua Pobrislo~~ Stephen Simonson, its
1927 President, thereunto duly authorized as of the day and year first above written.
1928
1929
1930

1931 South Portland Firefighters Association
1932 Association
1933 IAFF Local #1476
1934
1935
1936
1937

1938 _____, ~~Joshua Pobrislo~~ Stephen Simonson, President
1939 South Portland Firefighters Association
1940 IAFF Local #1476
1941
1942
1943
1944
1945

1946 _____, ~~Stephen Simonson~~ Mathiew Duros, Vice President
1947 ~~Brewer~~ Stephanie Weaver
1948 South Portland Firefighters Association
1949 IAFF Local #1476
1950
1951
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1953 _____
1954 ~~Kevin W. Guimond~~ James Wilson
1955 Fire Chief
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APPENDIX A

RETIREMENT CALCULATION SHEET

Final payout for firefighters based on the Collective Bargaining Agreement:

1. Sick Leave Payment

- A. $\frac{1}{2}$ of 150 days = 75 days
- B. 75 days x $\frac{1}{5}$ week's pay

2. Early Out

- A. Total sick days (up to retirement date) - 150 days = total available days.
- B. Total available days x 50% = actual early out days
- C. X actual days x 10.5 hours = total hours
- D. Total hours divide by 42 = total tours of early out, or
- D. Lump sum payment is total hours times hourly rate pursuant to Article 23, Section E.

3. Vacation

- A. Weeks earned from previous year
- B. Weeks (or days) earned in current year to date.
- C. X weeks times the weekly rate = total vacation pay due
(Single days are 10.5 hours times hourly rate)

4. Holidays

- A. Eleven (11) days - numbers used year-to-date = No. of days
- B. No. of days x $\frac{1}{5}$ of weekly pay

1993 **APPENDIX B**

1994
1995 Memorandum of Understanding between the IAFF Local #1476
1996 Firefighters Bargaining Unit and Fire Command Bargaining Unit
1997 Regarding Sharing of Outside Overtime Opportunities
1998

1999
2000 The City of South Portland, the Fire Command Bargaining Unit, and IAFF Local #1476, Firefighters
2001 Bargaining Unit have reached the following mutual understanding regarding the issue of outside
2002 overtime opportunities:

2003
2004 1. Notice

2005
2006 a. Any outside overtime opportunities, once accepted by the Department, shall be posted
2007 and filled as soon as possible pursuant to the procedures of this memorandum.

2008
2009 b. In the event that a verbal notification is required to fill an outside overtime opportunity
2010 due to short notification, the Department shall take appropriate steps to notify eligible employees in
2011 an expedited manner, including the use of the all page option. An all page for overtime shall be paged
2012 at the earliest possible time. Short notice shall be defined as a period of 12 hours or less.

2013
2014 2. Outside Overtime List

2015
2016 a. There will be one list for regular outside overtime work, and one list for force outside
2017 overtime work, and said lists shall include both full time firefighters and fire command employees
2018 who have elected to participate.

2019
2020 b. As of the implementation date of this provision, the department shall use the current
2021 outside overtime list to determine those firefighters and command personnel who wish to remain on
2022 the list. Any employee who elects not to participate must sign a form indicated the employee's election
2023 not to accept outside overtime. Those employees who elect to remain on the outside overtime list will
2024 be informed that they are subject to work forced outside overtime in the event that no one volunteers
2025 to accept an outside overtime opportunity.

2026
2027 c. The current list, once adjusted, will be used until the next sign up period after January 1, 2001.

2028
2029 d. On December 1st, the Chief or his designee shall post a sign up and removal notice for
2030 outside overtime for the period commencing January 1st to June 30th. This sign up and removal
2031 period shall be for members not currently on the outside overtime list that want to be placed on it, and
2032 for members currently on the outside overtime list and want to be removed from it. This sign up and
2033 removal period shall end on December 21st. During the last week of December, the Chief or his
2034 designee will post the outside overtime list of eligible employees.

2035
2036 e. On June 1st, the Chief or his designee shall post a sign up and removal notice for
2037 outside overtime work for the period commencing July 1st to December 31st. This sign up and
2038 removal period shall be for members not currently on the overtime list that want to be placed on it,
2039 and for members currently on the outside overtime list and want to be removed from it. This sign up

2040 ~~and removal period shall end on June 21st. During the last week of June, the Chief or his designee~~
2041 ~~will post the outside overtime list of eligible employees.~~

2042
2043 ~~_____ f. _____ An outside overtime force list shall be set up which will contain all the member of the~~
2044 ~~regular outside overtime list. The initial setup of the list shall be by reverse seniority, (i.e. junior~~
2045 ~~member down, based on original appointment dates). Any members that are added to the outside~~
2046 ~~overtime list, after the initial setup, shall be placed on top of the outside overtime force list.~~

2047 2048 ~~3. _____ Designated Outside Overtime Work~~

2049
2050 ~~_____ a. _____ In the event an outside overtime assignment requires three or more firefighters, a~~
2051 ~~command officer shall have first refusal for one of the opportunities. If all available command officers~~
2052 ~~refuse the overtime job, then members of the IAFF Local #1476, Firefighters bargaining unit, starting~~
2053 ~~from the top of the list, shall be provided the opportunity to fill all remaining assignments unless all~~
2054 ~~eligible firefighters refuse work.~~

2055
2056 ~~_____ b. _____ Should all assignments be filled by the firefighters bargaining unit, including forced~~
2057 ~~assignments, then the senior most firefighter shall be paid pursuant to the “in charge” rates contained~~
2058 ~~under Article 26, Section C of the IAFF Local #1476, Firefighters Agreement.~~

2059
2060 ~~_____ c. _____ There shall be no bumping of any member from a position once the position has been~~
2061 ~~hired unless the member hired for the position authorizes it.~~

2062
2063 ~~_____ d. _____ Anyone due to report on duty within a one (1) hour period of the outside overtime~~
2064 ~~scheduled ending should not be called, however, this does not preclude the member from accepting~~
2065 ~~the outside overtime job provided prior arrangements have been made.~~

2066 2067 ~~4. _____ Order of Selection~~

2068
2069 ~~_____ a. _____ The selection list shall be a rotation list for outside overtime vacancies. If an eligible~~
2070 ~~employee refuses an outside overtime opportunity six (6) times, then the employee’s name shall rotate~~
2071 ~~to the bottom of the list as if the assignment had been selected by the employee.~~

2072
2073 ~~_____ b. _____ If a person from outside of the ranks is assigned to the EMS Coordinator’s position,~~
2074 ~~then the EMS Coordinator’s position will be excluded from taking outside overtime.~~

2075
2076 ~~_____ c. _____ After all employees have been given and refused the opportunity to work an outside overtime job, the~~
2077 ~~Department shall force the first eligible employee whose name is at the top of the outside overtime force list. Prior to~~
2078 ~~forcing any job, an all page shall be made.~~

2079
2080 ~~_____ d. _____ If the outside overtime assignment requires three or more firefighters, one command~~
2081 ~~officer shall be force first. The remaining forced assignments shall be from the firefighters bargaining~~
2082 ~~unit.~~

2083
2084 ~~_____ e. _____ If an employee is forced to perform an outside overtime assignment, the required~~
2085 ~~number of hours of work shall not exceed four (4) hours. If the assignment is more than a four (4)~~
2086 ~~hour period, the forced firefighter and or command officer, shall have the option of working the entire~~

2087 ~~assignment except in the event of outside overtime, anyone due to report on duty within a one (1) hour~~
2088 ~~period of the job shall not be forced.~~

2089
2090 ~~_____ f. _____ Firefighters or command officers shall not be forced from the immediate four (4) days~~
2091 ~~before vacation until his/her first day back. However, the department shall make an attempt to contact~~
2092 ~~said employee and offer them the opportunity to volunteer to perform the outside overtime.~~

2093
2094 ~~_____ g. _____ Before forcing a private, the unfilled position shall be offered to any interested~~
2095 ~~command officer.~~

2096
2097 ~~5. _____ Swaps~~

2098
2099 ~~_____ a. _____ An employee who accepts the outside overtime assignment is responsible for the~~
2100 ~~assignment. Failure to cover the assignment may result in discipline.~~

2101
2102 ~~_____ b. _____ The employee may elect to swap the work with another employee, provided both sign~~
2103 ~~an acknowledgment of the swap for four (4) hours or greater. Pre-notification of swaps and 24-hour~~
2104 ~~time limits are waived under this article.~~

2105
2106 ~~_____ c. _____ Any swap that occurs under outside overtime will not be deducted from the allowable~~
2107 ~~swaps under the provision contained in the respective collective bargaining agreements.~~

2108
2109 ~~6. _____ Dress Code~~

2110
2111 ~~_____ a. _____ Inspection uniforms that are clean and presentable, shall be allowed to be worn for assembly activities.~~
2112 ~~If a clean and presentable inspection uniform is not available to be worn, the employee must wear a dress uniform. Nothing~~
2113 ~~in this section prevents an employee(s) from substituting a dress uniform for an inspection uniform for assembly activities.~~

2114
2115 ~~7. _____ This “Memorandum of Understanding” and the amended outside overtime articles, Article 13-~~
2116 ~~Fire Command and Article 17-Firefighters, shall become effective upon its signing and shall be~~
2117 ~~attached to the respective collective bargaining agreements. Should an area of contract language in~~
2118 ~~either collective bargaining agreement be in conflict with this agreement, then this shared agreement~~
2119 ~~shall prevail.~~

2120
2121
2122 _____
2123 ~~For the City of South Portland _____ Date~~

2124
2125 _____
2126 ~~For the South Portland Firefighters, Local 1476 _____ Date~~

2127
2128 _____
2129 ~~For the South Portland Command Officers, Local 1476 _____ Date~~

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APPENDIX B

~~Article 29 — Clothing Allowance~~