

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF SOUTH PORTLAND, MAINE

AND THE

**SOUTH PORTLAND POLICE
PATROL ASSOCIATION**

JULY 1, 2022, TO JUNE 30, 2025

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

ARTICLE 1 – PREAMBLE

- A. Pursuant to the provisions of Chapter 9A Revised Statutes of Maine, Title 26, as enacted by the Maine Legislature in 1969, entitled "An Act Establishing the Municipal Public Labor Relations Law" and pursuant to the provisions of the Personnel Policy of the City of South Portland, this Agreement is made and entered into by and between the City of South Portland, Maine, and the South Portland Police Patrol Association.
- B. In order to establish mutual rights, preserve proper employee morale, and to promote effective municipal operations, the City of South Portland, Maine, and the South Portland Police Patrol Association herein bind themselves in mutual agreement as follows:

ARTICLE 2 – UNION RECOGNITION AND NON-DISCRIMINATION

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

ARTICLE 3 – ASSOCIATION DUES

- A. ASSOCIATION DUES
 - 1. So long as there is a collective bargaining agreement in effect between the City and the Association, the City agrees to deduct monthly dues from the pay of each employee

who voluntarily signs a check-off authorization in the form hereafter set forth until such time as the City receives a written notice of revocation as described later below.

2. An employee may elect not to become a member of the Association. In the event that a court/administrative agency of lawful jurisdiction or the legislature determines that a bargaining agent may lawfully charge a non-member fees for services or decline to represent non-members, the Association may require reasonable fees for representation services, including attorney's fees, arbitration fees, and expenses incurred by the Association, and/or decline representation of non-members who refuse to pay the same.
3. Authorization for such deductions shall be irrevocable for the period of this Agreement, and shall be automatically renewed for successive similar periods unless revoked by written notice to the employer and to the Association fifteen (15) days prior to the expiration of this Agreement or any extension thereof.

B. PREMIUM CONTRIBUTION WITHHOLDING FOR UNION SPONSORED DENTAL PLAN

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

ARTICLE 4 – ASSOCIATION BUSINESS

- A. The Association agrees to supply the Chief of Police with a list of officers of the Association and the names of the Association's representatives and the names of the Grievance Committee within thirty (30) days of the date of appointment or election. It shall be the duty of the Association to keep this list of names.

B. ASSOCIATION BULLETIN BOARDS

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

C. ASSOCIATION ACTIVITIES ON CITY TIME AND PREMISES

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

D. VISITS BY ASSOCIATION REPRESENTATIVES

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

ARTICLE 5 – STRIKES AND SLOWDOWNS PROHIBITED

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

ARTICLE 6 – RESIDENCE REQUIREMENT/COMMUTE TO WORK

- A. The employees of the Police Department must reside within an area to be able to respond to emergency conditions within forty-five (45) minutes. Any Police Officer who has not established a residence as stated above prior to the end of the Officer's probationary employment shall be rejected as a permanent employee of the Officer's department and shall be subsequently dismissed.
- B. In the event that an employee has a mechanically disabled vehicle and has no alternative transportation to work, or because of heavy snow conditions, an employee may contact the on-duty shift commander to request transportation to work. The Shift Commander shall then make reasonable effort to arrange transportation for the employee by a regularly scheduled on-duty unit. Because transportation is on an "as available" basis, the employees recognize that calls for transportation to work may be unavailable if less than two hours advance notice is given, or if emergencies tie up available units. Employees may be picked up and transported to work for other emergency purposes than the two listed above with the approval of the Chief or designee. Such reasons for approval shall not become a practice or precedent under this Article, or Article 10 (Prior Practice). This Section shall only apply to those employees who reside in South Portland. Commuting time shall not be considered hours worked for purposes of pay or overtime.

ARTICLE 7 – PROBATIONARY PERIOD

- A. All employees who complete the probationary period shall be known as regular employees; and effective as of the date of this Agreement, the probationary period shall be considered

part of the seniority time, provided, however, the City shall have the right to terminate without compliance with the terms of this Agreement the employment of such new employees within the probation period.

- B. All new employees who are duly certified by the Maine Criminal Justice Academy shall serve a probationary period of one (1) year and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement. All new employees who receive a waiver from the Maine Criminal Justice Academy waiving the basic training requirements shall serve a probationary period of one (1) year from the effective date of the waiver and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement. For those employees required to attend the Maine Criminal Justice Academy, the probationary period shall be one (1) year, beginning from the time the officer graduates from the Maine Criminal Justice Academy, and the officer shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement.
- C. All new "lateral hires" under Article 16(F) shall be subject to this Article. The probationary period begins on date of hire or date of certification whichever comes last.

ARTICLE 8 – SENIORITY

- A. It is agreed that seniority shall be determined for employees of this bargaining unit by length of full-time service in the South Portland Police Department.
- B. PATROL ASSIGNMENT
 - 1. Excluding special assignments and support services, patrol assignments shall be determined annually. Assignments shall be determined by seniority, except that a patrol officer may indicate in writing on a form provided by the City not later than November 15th of each year preference for a patrol assignment. The form shall be submitted to the designated representative of the Police Chief.
 - 2. The effective date of patrol assignments shall be the first "swing day of the shift rotation" effective after January 1st of each year.
 - 3. In the event that a police officer returns to a patrol assignment for any reason after the implementation of the annual patrol assignment, the police officer shall be assigned by considering the officer's preference and seniority. Any impacted police officer shall then be reassigned based on seniority.
 - 4. Once an officer accepts a preference bid, the officer shall be so assigned until the effective date of the next annual bid, except that a reassignment by the Chief or designee may occur for cause. In the event of a reassignment, the officer shall be assigned according to seniority.

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

ARTICLE 9 – PERSONNEL REDUCTION

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

ARTICLE 10 – PRIOR PRACTICE

- A. The City agrees that all conditions of employment relating to wages, hours and working conditions shall be maintained at not less than the standards in effect at the time of signing this Agreement. The conditions of employment shall be approved wherever specific

provisions for improvements are made elsewhere in this Agreement. It is understood and agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the City or the Association if such is corrected within ninety (90) days from the date of error discovery. Further, it is understood and agreed that this Section shall not apply to any practice enjoyed by employees which is not wages, hours or working conditions, and, further, is not a condition of employment which is long standing, consistent and uniform throughout the department and is known to the employer.

- B. This provision does not give the City the right to impose or discontinue wages, hours or working conditions less than those contained in the Agreement and does not give the Association the right to limit management rights except as herein stated.

ARTICLE 11 – GRIEVANCES AND ARBITRATION

- A. No employee shall have or exercise any of the authorities, powers, or duties of a representative in dealing with the employer unless the Association files written notice of this appointment with the employer.
- B. Representatives shall be permitted to adjust grievances during working hours, provided, however, that no Representative shall leave the Representative's regular work for the purpose of adjusting grievances without reporting to and obtaining the permission of the Representative's supervisor. Time spent in handling grievances shall not be unreasonable or exclusive.
- C. For the purpose of this Agreement, the term "grievance" shall mean a complaint by an employee that there is a disagreement or dispute as to the meaning or application of any provision of this Agreement. Should any grievance arise, the procedure of settlement shall be in the following order and manner:
 1. The Representative, with or without the employee, shall take up the grievance or dispute with the Chief of the department within thirty (30) days after the date of the grievance or the employee's knowledge of its occurrence. The Chief shall attempt to adjust the matter and shall render a decision to the Representative in writing within fourteen (14) days;
 2. If said grievance has not been settled the Association Representative or an appropriate Association Grievance Committee shall present it in writing to the City Manager or designee within fourteen (14) days after the Police Chief's decision is rendered. The City Manager or designee shall render a decision to the Association or its Grievance Committee in writing within fourteen (14) days after presented to the City Manager or designee;
 3. If said grievance is still unsettled, either party to this Agreement may, within fourteen (14) days, by written notice to each other, submit the grievance to arbitration. The parties shall within ten (10) days of the demand for arbitration jointly attempt to agree on a single arbitrator. In the absence of mutual agreement, the grievance shall be

submitted to the Maine State Labor Relations Board of Arbitration and Conciliation, in accordance with the Municipal Public Employees Labor Relations Act, revised 1976, and amendment thereto, or any successor act enacted by the Legislature of the State of Maine governing arbitration of public employees.

- D. It is suggested that, for orderly handling of all police business, and for the prevention of grievances that might arise, there be a monthly meeting held between the Chief of Police and the Representatives appointed by the said Association.

ARTICLE 12 – DISCIPLINARY HEARINGS AND DISCIPLINE

- A. In accordance with Section 969 of the Municipal Employees Labor Relations Law of 1969 and amendments thereto, except in cases of emergency, any disciplinary action by the City against any employee of the South Portland Police Department covered by this agreement, upon any charge of violation of department rules, inefficiency, incompetence, misconduct, negligence, insubordination, disloyalty, or other charge shall first be preceded by a meeting between the charging party, the charged party, and an Association representative in an attempt to amicably settle the charge. In case of dire emergency, the employee may be suspended pending a meeting between the three foregoing parties concerning the settlement of the charge.
- B. In the event a settlement cannot be reached as provided in “A” above, the charges may be submitted to the Civil Service Commission in accordance with the provisions of the Civil Service Ordinance of the City of South Portland, provided it is a matter over which the Commission has jurisdiction. The decision rendered by the Civil Service Commission shall be final and binding. Either party may submit any grievance over which the Commission lacks jurisdiction to arbitration. The Arbitrator’s decision shall be final and binding on both parties. The cost of arbitration shall be borne equally by both parties.
- C. Any member so charged who submits a grievance in accordance with the procedure outlined under “B” above shall have the right to be represented by legal counsel or others at said hearing.
- D. As of the execution of this contract, the approval process of the necessary change to the Civil Service ordinance is effective. This affords either party the right to appeal to binding arbitration a decision by the Civil Service Commission on major disciplinary cases.
- E. No written reprimand shall remain in an employee’s personnel file in excess of two (2) years provided there is no recurrence within two years. It is the responsibility of the employee to notify the Chief of Police in writing that the written reprimand be removed after two (2) years.

ARTICLE 13 – COMPLAINTS FROM THE PUBLIC

Any complaint from the public shall be handled in accordance with the present policy of the department established by the Chief of Police. Any complaint that may result in the suspension of an officer shall be in writing.

ARTICLE 14 – LEGAL PROTECTION

The City shall provide police professional liability coverage for employees covered by this Agreement to the extent of limits as stated in said policy of coverage. Such policy shall cover the employee when sued for damages as a result of acts as stated, defined, and limited in said policy that arise out of and are in the regular course of duty. The regular course of duty is defined to include all actions taken while the employee is engaging in law enforcement activities including all lawful law enforcement actions taken while off duty. The limits of liability coverage shall be stated, defined, and limited in said policy and shall be the following minimum amounts: each incident \$400,000 and policy period aggregate of \$1,000,000.

ARTICLE 15 – MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

- A. No policies or procedures covered in this Agreement shall be construed to delegate, to alter, or to reduce or abridge any of the following authority conferred on City officials:
1. The Charter responsibilities of the Manager as Chief Executive Officer of the City for enforcing the laws of the State and City Administration upon ordinance adopted by the Council, recommending an annual budget, or the proper performance of all executive departments.
 2. The responsibility of the Council for the enactment of ordinances, the appropriation of money and final determination of employee compensation.
 3. The responsibilities of the department for establishing rules, initiating disciplinary actions, certification of payrolls, and the reviewing of appointments in the police service of probationers in accordance with this Agreement.
 4. The responsibilities of the City governed by Charter provisions, ordinances, and departmental rules and as limited by the provisions of this Agreement are:
 - a) To recruit, assign, transfer, or promote employees to positions within the department;
 - b) To suspend, demote, discharge, or take other disciplinary action against employees for just cause;
 - c) To relieve employees from duties because of lack of work or lack of funds on a seniority basis;

- d) To determine methods, means and personnel necessary for departmental operations;
 - e) To control the departmental budget; and
 - f) To take whatever actions are necessary in emergencies in order to provide for the safety of the City.
- B. It is recognized that the need for continued and uninterrupted operation of the department is of paramount importance to the citizens of the community and that there should be no interference with such operation.
- C. Adequate procedures having been provided for the equitable settlement of grievances originating out of this Agreement, the parties hereto agree that there will not be and that the Association, its officers, members, agents, or principals will not engage in work stoppages, slowdowns or strikes.

ARTICLE 16 – WAGES

A. BASE HOURLY WAGES

[Note: Base wage increases effective the first payroll period each fiscal year in July.]

| Experience | 7/1/2021 | 7/1/2022 | 7/1/2023 | 7/1/2024 |
|----------------|----------|----------|----------|----------|
| | Current | | 5% | 3% |
| Start | \$22.63 | \$25.15 | \$26.40 | \$27.20 |
| After 1 year | \$24.18 | \$26.62 | \$27.96 | \$28.79 |
| After 2 years | \$25.60 | \$28.57 | \$30.00 | \$30.90 |
| After 3 years | \$27.47 | \$29.90 | \$31.40 | \$32.34 |
| After 5 years | \$28.75 | \$31.26 | \$32.83 | \$33.81 |
| After 10 years | \$30.06 | \$31.83 | \$33.43 | \$34.43 |
| After 15 years | \$30.61 | \$32.47 | \$34.09 | \$35.12 |
| After 17 years | \$31.22 | \$33.23 | \$34.89 | \$35.94 |
| After 20 years | \$31.95 | \$33.23 | \$34.89 | \$35.94 |

B. DEFINITIONS

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

C. INCENTIVES/STIPENDS

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

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

Any employee of the Police Department who may be classified as the "Detective", "Youth Aid Officer", "School Resource Officer", or "Community Response Officer" shall receive twenty one (21.00) dollars additional compensation per week.

2. Polygraph Operator

Any employee classified as a "Polygraph Operator" shall receive twenty one (\$21.00) dollars additional compensation per week.

3. Technician

Any employee chosen, with up to three (3) active at any given time, by the Chief or designee, as a "Technician" shall receive twenty one (\$21) dollars additional compensation per week. The department shall provide a specific uniform patch or identification to distinguish the employee(s). The word "Technician" applies to those trained in basic crime scene investigations and crime scene processing which can be obtained with a 40 hour basic class, if designated by the Chief to serve in such capacity. The employee(s) must also attend 40 hours of additional training every two years that is directly related to crime scene investigation/processing.

4. Court Officer

Any employee classified as a "Court Officer" shall receive twenty one (\$21.00) dollars additional compensation per week. (July 20, 1998 side letter)

5. Officer Friendly

If an officer within the Patrol Division is assigned to provide Officer Friendly curriculum to schools and is not already receiving a specialty stipend, that officer shall receive a twenty one (\$21.00) dollar stipend for the full weeks worked in that capacity up to a maximum of nine (9) weeks per year. (July 20, 1998 side letter)

6. Police Diver

Any employee trained and designated by the Police Chief as a "diver" shall receive twenty one dollars (\$21.00) additional compensation per week, under the terms and conditions of Art. 16 (G), Labor/Management Committee.

7. SWAT Officer, Drug Recognition Expert(DRE), Crash Reconstructionist, Crisis Negotiator

Any employee trained and designated by the Police Chief as a SWAT Officer, Drug Recognition Expert (DRE), Crash Reconstructionist or Crisis Negotiator shall receive twenty one dollars (\$21.00) additional compensation per week.

8. Utility Officer

Any employee classified as a "utility officer" shall receive thirteen dollars (\$13.00) additional compensation per week.

9. Canine Officer/Footbeat Officer

Any employee classified as a "Canine Officer" or a "Footbeat Officer" shall receive thirteen (\$13.00) dollars additional compensation per week.

10. All of the designations (1 through 9, and 12) shall be made at the discretion of the Chief of Police or designee. In the event an employee loses any of these designations, said employee shall also lose the additional twenty one (\$21.00) dollars, or in the case of "Utility," "Canine" and/or "Footbeat" Officer, thirteen (\$13.00) dollars per week, or in the case of Field Training Officer (FTO), eleven (\$11.00) dollars per week.

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

12. Field Training Officer (FTO)

Upon execution of this Agreement, any employee trained and designated by the Police Chief as a Field Training Officer (FTO) shall receive eleven dollars (\$11.00) additional compensation per week.

13. Maine Criminal Justice Academy (MCJA) Certification

Effective July 1, 2018, officers who possess and maintain active either an "intermediate" or "advanced" level MCJA certification shall receive an additional stipend of \$0.275 per hour. An officer shall not be eligible for both stipends.

14. Educational Incentive

a) Upon completion of two (2) years in the South Portland Police Department, employees holding an Associate's degree, or sixty (60) credit hours towards an approved Bachelor's degree, shall receive an additional \$0.50 per hour.

- b) Employees who have completed two (2) years of service in the South Portland Police Department and hold a Bachelor's degree shall receive an additional \$0.405 per hour. Effective 7/1/2022 this is increased to \$0.75 per hour.
- c) Employees who have completed two (2) years of service in the South Portland Police Department and hold a Master's degree shall receive an additional \$0.455 per hour. Effective 7/1/2022, this is increased to \$1.00 per hour.
- d) Effective upon execution of the contract dated July 1, 2018 – June 30, 2021, the two year waiting periods in a, b, and c will no longer apply.
- e) Effective on 7/1/2022, members are entitled to a military stipend based upon years of service in active duty, the National Guard, and the reserves. If the member has been discharged for military service, the discharge must be honorable to entitle them to this stipend. After two years of service a stipend equivalent to the Associates degree is provided. Upon the completion of four years of service, a stipend equivalent to the bachelor's level is provided. Members are not eligible for both the education and the military stipend.
- f) Effective on 7/1/2023, the City will establish a line item within the Police Department operating budget of \$2500 per year for educational reimbursement. This program will be available only for members of the two police bargaining units. The provisions governing this program are the same as the current City wide policy which calls for a 50% tuition reimbursement. This is a pilot project to determine the extent of utilization. Unless extended by agreement of the parties, this project will expire at the end of this collective bargaining agreement.

15. Physical Fitness

- a) In the event that a participating employee is injured at the time of the fitness test, the employee who is receiving this stipend will continue to receive said stipend until the next scheduled test. The "second" test is intended to occur within six (6) months from the annual test date. If the participating employee is unable for any reason to take the second scheduled test, the employee's stipend shall end. If the City fails to schedule a second test within six (6) months, the injured employee's fitness stipend shall continue until the test is scheduled.
- b) *Maine Criminal Justice Academy Physical Fitness Standard*
 - i) As a condition of employment, any police officer hired on or after July 1, 2007, shall be required for a period of ten (10) years from the officer's date of hire to pass an annual physical fitness evaluation consistent with the one required of new hires by the Maine Criminal Justice Academy. After the ten (10) year period, the officer is no longer required to pass this test as a condition of employment. If the officer passes the Academy's physical fitness test, the employee shall receive a weekly stipend of twenty dollars (\$20.00.)

- ii) Any police officer in the bargaining unit not covered by Subsection b(i) above who passes the Maine Criminal Justice Academy's physical fitness test shall receive a stipend of \$20.00 per week.
 - iii) In the event that a participating employee covered under this Subsection b is (1) injured at the time of the fitness test or (2) fails the test during the employee's first ten (10) years of employment, the employee who is receiving this stipend will continue to receive said stipend until the next scheduled test. The "second" test is intended to occur within six (6) months from the annual test date. If the participating employee is unable to take the second scheduled test due to injury, the employee's stipend shall end. If the City fails to schedule a second test within six (6) months, the injured employee's fitness stipend shall continue until the test is scheduled. In the event that any employee who is required to pass the fitness test fails to successfully pass the test for the second time, the employee's stipend shall end and the employee shall be required to participate in a remedial fitness program as established by the Chief or designee. The remedial period shall be six (6) months from the date that the officer did not successfully complete the second test.
 - iv) In the event the employee fails to successfully pass the remedial test within this six (6) month period – not to exceed twelve (12) months from the initial annual fitness test – it shall be considered a failure to meet this condition of employment obligation and the City may exercise its right to initiate appropriate action.
- c) Effective January 1, 2012, any employee who passes the South Portland Police Department's physical agility test shall receive the following weekly stipend corresponding to the performance percentile he/she achieves: 40% - (\$20.00); 60% - (\$25.00); 80% - (\$30.00)
- (Note: all fitness tests, testing protocols and standards that are utilized by the Maine Criminal Justice Academy and the South Portland Police Department are derived from the Cooper Institute.) Participation in the physical fitness test shall be voluntary, except for those police officers covered under Subsection b(i) above.
- d) The parties have agreed to develop an alternative program for members who do not earn the fitness stipend as provided above.

16. Voluntary EMS Licensure

- a) \$16.00 per week
- b) To qualify for this stipend, a police officer must maintain at least an emergency medical technician (EMT) license. Only one stipend, regardless of the number of EMS licenses held (EMT, Intermediate, or Paramedic,) shall be paid per employee.

A police officer shall be reimbursed for the cost of the course/recertification including the cost of books pursuant to the City's personnel policy, e.g. ½ of course and book expenses. Such courses are not required as a condition of employment and are not to be considered hours worked.

D. SECTION 125 IRS EMPLOYEE WITHHOLDING ACCOUNTS

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

E. METHOD OF PAYMENT

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

F. LATERAL HIRES

The City may hire experienced patrol officers ("lateral hires"). For purposes of initial placement on the wage scale, the City may recognize prior work experience in another police department, except in no event shall a lateral hire be placed on the wage scale above the Twentieth Year step, regardless of actual years of prior work experience. Thereafter, lateral hires will progress on the wage scale according to their years of service with the City following their initial placement. As an example, a newly hired lateral officer with seven years of prior work experience in another police department may be credited with seven years of service on the wage scale and accordingly placed on the Fifth Year step. The officer will need to work an additional three years with the City before he/she can be placed on the Tenth Year step. Regardless of scale placement and/or credit for recognized prior work experience, newly hired laterals shall have no seniority and shall be subject to the probationary period in Article 7. Other than this lateral placement, and the lateral placement on the vacation scale in Article 26, lateral hires will have no additional benefits beyond any other new hire.

Effective July 1, 2018, the City agrees to credit prior police work experience in another police department for any current employee employed in the bargaining unit as of the execution date of this Agreement and adjust the employee's scale placement accordingly.

G. MINIMUM SERVICE REQUIREMENT

1. Any officer designated by the Police Chief as a SWAT Officer, Police Diver, or K-9 Officer, Drug Recognition Expert (DRE), Crisis Negotiator, or Crash Reconstructionist shall commit to such position for a period of Three (3) years from the point of certification in their respective designation. This minimum service requirement shall be prospective and not affect any currently selected or serving employees covered under this agreement.

2. An officer may request from the chief to withdraw from a position prior to the end of 3 years on the basis of reasonable good cause. Good cause includes, but is not limited to, promotion or other advancement, family/personal hardship, injury, illness, competency, etc. Withdrawal under reasonable good cause shall not adversely impact the officer's standing or future interests such as other specialties, opportunities, promotion, or performance review.

A withdrawal without good cause or removal from a position for unsatisfactory performance may be documented in the officer's annual performance review and be a considering factor in future requests for specialty assignments.

3. The minimum service requirement of 3 years shall not be used as a factor or adversely affect an officer's potential for advancement through promotion.

H. LABOR MANAGEMENT COMMITTEE

1. The parties have agreed to create a labor-management committee to study recruitment, retention, and mentoring issues including providing financial incentives to members to engage in that process. The framework for this committee is outlined in a tentative agreement between the parties dated September 21, 2021.

ARTICLE 17 – HOURS AND OVERTIME

A. HOURS

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

being assigned the days off of Saturday/Sunday. An officer returning from the utility officer assignment shall not be assigned Wednesday/Thursday as the officer's days off.

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

B. OVERTIME

1. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the monetary rate of one and one-half times the sum of the base hourly rate.
2. Employees assigned to the Patrol, Detective or Support Services Division may earn and accrue up to a maximum of forty (40) hours of compensatory time in lieu of payment of such overtime. Such compensatory time shall be earned at a rate of time and one half the number of eligible overtime hours worked and as defined by "hours worked" within this Section. Such time off shall be scheduled in the same manner as a single vacation day. The ultimate decision to grant compensatory time in lieu of paid overtime shall be made by the Chief of Police, or designee. Compensatory time at time and one-half (1.5) may be granted in lieu of overtime wage payments if authorized by the Chief of Police, or designee. Overtime hours worked that are not so authorized will be compensated at a rate of one and one-half (1.5) their regular rate of pay in cash.
3. For the purposes of this Section, "hours worked" shall mean only the following:
 - a) Hours actually worked for the City;
 - b) Earned compensatory hours used in accordance with this Article, except such compensatory hours used shall not be counted against the employee when determining that employee's availability for an overtime opportunity.
4. For the purposes of this Section "hours worked" shall not include:
 - a) Hours compensated for by sick leave pay;
 - b) Hours compensated for by bereavement pay;
 - c) Hours compensated for by holiday pay as set forth in Article 27;
 - d) Hours compensated for by reserve service leave;
 - e) Hours compensated for by the four (4) hour minimum guarantee which are not actually worked;

- f) Hours compensated for by the three (3) hours off-duty court appearance minimum guarantee which is not actually worked.
- 5. Employees called back to work shall receive a four (4) hour minimum guarantee at time and one half (1.5) for the work for which they are called back. The provision does not apply to regularly scheduled training programs and/or classes and meetings. Employees scheduled for training programs, classes or meetings shall receive a minimum two (2) hour guarantee. Regularly scheduled training programs and/or classes, but not meetings, shall be paid at straight time but shall be counted as hours worked in calculating the forty (40) hour work week but not in calculating the eight (8) hour work day, for purposes of establishing payment for overtime hours. The above four (4) hour minimum guarantee provision will, however, apply to all policed functions such as parking lot jobs, road jobs, dances, and ball games. Overtime will be divided equally among all employees so far as possible; the Chief of the Department or designee shall maintain an overtime roster. Support service may work patrol after patrol turns down all overtime.

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

C. SHIFT CYCLE

- 2. On shift cycle change, except for utility officers, footbeat, traffic car, special assignment (including support services) and assignment changes, each person's day off will rotate back as follows:
 - a) Employees with Saturday and Sunday off will rotate to having Thursday and Friday off.
 - b) Employees with Thursday and Friday off will rotate to having Monday and Tuesday off.
 - c) Employees with Monday and Tuesday off will rotate to having Saturday and Sunday off.
- 3. The shift cycle change will be the first Monday of each January and run for thirteen (13) weeks.
- 4. During a payroll period in which a shift change occurs, employees who are required to work forty-eight (48) hours will be compensated at their regular rate for forty (40) hours and have four (4) hours of compensatory time placed in their compensatory time-off account. It shall be the employee's responsibility to file a slip requesting the compensatory time be credited. (July 27, 1998 side letter)

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

D. COURT PAY

Employees who are required to make an off-duty attendance at court shall receive their base hourly rate at time and one-half for the time spent in court, with a minimum of three (3) hours pay at time and one-half for each such attendance. All payments from the court shall be submitted directly to the City. Effective on 7/1/2022, if the appearance at court is in person, the minimum is increased to four (4) hours. However, if the appearance is remote, the minimum will remain three (3) hours.

E. OUTSIDE OVERTIME

1. Outside overtime jobs relating to City projects, or school events, including but not limited to athletic events, school dances, and City construction projects, shall be assigned from the outside overtime list. In the event nobody from the list is available, volunteers may be sought from off the list or assigned to a qualified retired officer as per Article 34. If no volunteers are available, the job will be filled by forcing from the outside overtime list. If the outside overtime list has been exhausted, (e.g. all officers are already working,) then the job may be forced from the in-house overtime list. In the event an officer is forced from the in-house overtime list, then that officer will receive credit for the force on his/her shift's force list. (May 24, 1999 side letter)
2. Non-City or school related outside overtime jobs shall only be force filled in the event they cannot be filled voluntarily.
3. All outside overtime assignments shall be designated in advance as either a City or School related project or a Non-City or Non-School related project. A City or School related project mean a project that is funded or reimbursed by the City or the School Department.
4. Employees working outside overtime assignments shall be paid as follows:
 - (a) Employees working an outside overtime job for a City or school-related project shall be compensated at their own overtime hourly rate.
 - (b) Employees volunteering for an outside overtime job for a Non-City/Non-School-related project shall be compensated at the overtime rate for a Second Year Sergeant.
 - (c) Employees forced in to perform any outside overtime project after volunteers have been sought shall be compensated at their own overtime hourly rate.

5. As permitted by law, voluntary hours work by an employee on Non-City or Non-School related assignments will not be combined with the employee's hours worked for the City for purposes of calculating the employee's entitlement to overtime pay or determining their overtime rate.
6. As provided in Article 34, retired officers may be employed on outside details. In addition, the Chief of Police and the Deputy Chief of Police may be utilized to fill outside details. Further, under certain circumstances the City may offer the outside detail to other certified law enforcement officers from neighboring law enforcement agencies under the established mutual aid agreement. The order of priority for filling these outside details is as follows. For City or school -related projects, unit members will have first priority. Second priority would go to retired South Portland officers under Article 34. The Chief and the Deputy Chief would then have priority. If the outside details are not filled after that, there could be a force in. For non-City or non-school outside details, officers from outside agencies could be utilized after the Chief and the Deputy Chief before a force in of unit members.

F. K-9 OFF-DUTY CARE TIME

1. Canine officers may be released after working seven (7) hours of their normal eight (8)-hour shift to provide care for the dog.
2. Whenever canine officers are required to work a full eight (8)-hour shift in order to maintain minimum staffing levels they shall receive one (1) hour of compensatory time.
3. Canine officers shall be compensated for two (2) hours of overtime each week at their regular overtime rate for off duty time spent in handling, training, walking, feeding, grooming and otherwise caring for the dog, and maintenance of a canine vehicle.
4. Time spent caring for the dog while commuting is normally considered *de minimus* and is not compensable.
5. In the event of some unusual occurrence during commute, or other off-duty time, such as an emergency causing the need for hands on care of the dog, emergency veterinary care, or overnight emergency treatment, the commute or other off-duty time will convert to compensable hours worked. In such cases, canine officers are required to submit a written report of the occurrence to their supervisor. The canine officer's supervisor shall be notified of any emergency treatment that could result in extended care or overnight treatment. The supervisor, in consultation with the canine officer, shall make the determination of when the canine officer shall be released from duty.
6. The City shall reimburse canine officers for the following expenses incurred in caring for the dog:
 - a) Food
 - b) Veterinary Fees
 - c) Kenneling fees

- d) Purchase of kennels, crates or fenced in kennel areas for their residence, if requested.
- e) Other expenses as approved by the Police Chief, or their Designee.

ARTICLE 18 – RIGHT TO SUBSTITUTE

Officers may swap shifts by agreement, and with the approval of a supervisor. Once a swap is approved, the covering officer is fully responsible for the shift he/she has agreed to cover, including being forced before and after shift in accordance with policy.

When the covered officer “pays back” the swap, they are also fully responsible for the shift they have agreed to cover, including being forced before and after the shift in accordance with policy. The “pay back” may be scheduled at the time of the original swap, or may be deferred until a later date as “time owed”.

Should a covering officer be relieved of the obligation to work the shift by approved use of discretionary time, or by approved non-discretionary and/or administrative leave, any openings created will be filled by the current hiring process of offering, then force filling the opening. Unless offered and accepted in rotation, the officer who is “off-swap” will not be forced to cover the open shift, except in emergencies.

Officers who cover a shift on a swap are not eligible for overtime pay normally granted under Article 17, Section B. Hours worked in excess of normally scheduled shifts and the covered shift are eligible for such overtime pay.

ARTICLE 19 – MEDICAL AND LIFE INSURANCE

A. HEALTH INSURANCE

1. The City shall continue to make available to employees and their eligible dependents family health and accident coverage and benefits in the City's group health and hospitalization plan (Maine Municipal Employees Health Trust (MMEHT) Traditional Point of Service Plan A.) The City shall not be held liable for unilateral changes made by the federal or state governments or provider. The City has the right to change or provide alternative providers of group health and hospitalization coverage and benefits or to self-insure as it deems appropriate. If the City changes health providers, then at the time of the change the City shall maintain substantially similar family health and accident coverage. "Substantially similar" as used in this Article means coverage, although slightly different in minor areas, is overall equal or of greater benefit to the bargaining unit as a whole.
2. In addition to the Traditional Point of Service Plan A (POS-A), any member of the bargaining unit may voluntarily elect during an open enrollment period to participate in the Comprehensive Point of Service Plan (POS-C) or Preferred Provider Plan (PPO 500), under the above health insurance program provided by the City. Employees may

continue to enroll in those plans for as long as they continue to be offered by the MMEHT.

- a) Effective January 1, 2016, through a Health Reimbursement Arrangement (HRA #1) administered by a company of the City's choosing, the City will reimburse employees enrolled in the PPO 500 plan for properly documented deductible and coinsurance up to \$1,125 for single coverage, and \$2,250 for single and child and family coverage, on an annual basis. The reimbursement (HRA #1) amount is 75% of the deductible and 75% of the coinsurance as determined by the Explanation of Benefits (EOB). If an individual claim has the deductible waived as the result of any MMEHT incentive the employee or their eligible dependent are not entitled to 100% of the coinsurance. They are reimbursed at 75% of the coinsurance. Employees and their eligible dependents may request their 25% balance be reimbursed from the Health Reimbursement Arrangement (HRA #2), to the extent of funds available, in accordance with Section (3)(b), below.
- b) Effective January 1, 2016, through a Health Reimbursement Arrangement (HRA #2), employees and their eligible dependents enrolled in the PPO 500 Plan are eligible for an annual \$400 benefit to cover properly documented co-pays, dental and other IRS Code 213 (d) expenses.
- c) Effective January 1, 2019, HRA #1 and HRA #2 referred to above shall be discontinued, and these offerings will be replaced with one HRA plan for those employees selecting the PPO 500 Plan. This new HRA shall be administered by a company of the City's choosing and will be available to reimburse employees enrolled in the PPO 500 plan for properly documented co-pays, deductible costs, and coinsurance costs as determined by the Explanation of Benefits (EOB) up to \$1,500 for single coverage and \$3,000 for employee-and-child and family coverage on an annual basis.
- d) PPO 500 Plan employee premium contributions for single level coverage is 0% of the total premium; employee and dependent child coverage is 10% of the total premium; family coverage is 15% of the total premium.
- e) Effective January 1, 2023, employees who leave POS A to go to another plan offered by the City will receive an FSA of \$500 for each remaining year of the contract, provided they remain enrolled in the other plan.
- f) Effective January 1, 2016, employees who convert from Plan POS-A to the PPO 500 Plan shall receive a one-time \$1,000 lump sum payment.
- g) Effective January 1, 2016, employees who convert from Plan POS-A to Plan POS-C shall receive a one-time \$500 lump sum payment.

- h) Employees converting to the POS-C or PPO 500 Plans and receiving the one-time lump sum payment referenced in Subsections (A)(2)(f) and (g) above shall remain in that health insurance plan for a minimum of two (2) years with no refund obligation. Employees who elect to convert back to Plan POS-A after one (1) year shall reimburse the City one-half (50%) of the one-time lump sum payment amount to re-enroll in their previous Plan.
 - i) As an option to the one-time lump sum cash payment, employees may elect a pre-tax contribution to an ICMA 457 plan, Section 125 Flexible Spending Account (FSA), or split the sum in any proportion between the three options.
3. Beginning January 1, 1991, the City shall pay 100% of the individual premium rate for the employee. Employees with family or dependent health and hospitalization coverage shall as a condition of participation for the family or dependent coverage share in the premium rate increase annually. Should the City decide to change anniversary dates of its insurance policy(s), the change in policy years shall not affect any calculation of payroll deduction until the following January first. Employees through payroll deduction shall contribute one half of the increase in family or dependent premium increase, whichever is applicable, not to exceed an increase of more than the following: (Annual increases shall be cumulative.)

| | |
|------------------|------------|
| Effective 1/1/16 | |
| Family | Dependent |
| \$ 11/ week | \$ 9/ week |

4. For purposes of this Agreement, "family coverage" shall mean coverage for the employee and spouse and/or any dependent children. "Dependent coverage" shall mean coverage for the employee with one or more dependent children with no spouse. "Dependents" shall be defined as: a.) Legal spouse; Registered domestic partner (as defined in Maine Revised Statute; Title 22, §2710) b.) Unmarried, dependent children under the age of 26 whether natural or adopted. To be eligible to participate in the family or dependent health and hospital plan employees must sign an authorization form, which will allow the City to withhold wages through weekly payroll deduction to collect the employee's contribution towards family and dependent premium increases. Employees will have the choice of making such contributions on a pre-tax basis (free from Federal and State taxes and FICA contribution) under the provisions of Section 125 of the Internal Revenue Service Code or after tax basis.
5. In the alternative, if an eligible employee at the beginning of each year covered by this Agreement elects not to participate in the City-provided medical insurance coverage and provides the Human Resources Department with documentation that the employee is otherwise covered, or if an eligible employee elects coverage at a level less than the employee is eligible for as a result of the employee's family situation, the City will reimburse the employee one-half of the City's cost saved as a result of the election of reduced coverage or no coverage. The cash payments under this provision are taxable income and shall be paid to the employee as an addition to her/his regular paycheck.

When two employees who also are a married couple enroll as one unit in family coverage instead of enrolling one as a single employee and the other as an employee with dependent children, and the City thereby saves on its costs to cover the married employees and any dependents, the City will share one half of its savings with the married employees as a reduction of the enrolling employee's contribution to family coverage cost. The calculation of the cost savings will be based on the actual plans the employees are eligible to enroll in. The City will only enter into such an agreement if the City will save on its costs. The insurance buyout is calculated using that years POS – A cost. However, for employees hired after 1/1/2022, the insurance buyout will be capped using the POS A rate for 2022.

6. The City will allow midyear enrollments for new hires, and those with qualifying events during the year, to enroll in PPO 500 with a fully funded HRA as described above for that first year,

B. LIFE INSURANCE

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

C. EMPLOYEE PAID FOR DENTAL

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

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

D. ADDITIONAL PTO BENEFIT FOR HEALTH SCREENINGS

Effective 1/1/2023, each member will be given one day of personal time per year after completing an annual mental health check by an outside provider approved by the City for that year. The city will not see the actual medical record, but will only be advised by the provider in writing that the check had been completed, after which the additional day will be made available. In addition, effective January 1, 2023, each member will receive an additional day of personal time per year after completing an annual physical examination, including blood work, with their primary care provider for that year. The city will not see the actual medical record, but will only be advised by the primary care provider in writing that the physical including blood work have been completed after which the additional day will be made available. Neither day can create overtime. It will be discretionary time off per Department policy and will follow comp time rules for scheduling.

ARTICLE 20 – SICK LEAVE

- A. Sick leave shall be guaranteed at the rate of fifteen (15) days per year; accumulation shall be unlimited.
- B. Sick leave may be used only in the following cases:
 - 1. Personal illness or physical or mental incapacity of such a degree as to render the employee unable to perform the duties of the employee's position, unless other work in the Police Department which the employee is capable of doing is available and the Police Chief or designee assigns the officer to such other work. If requested by the Chief or designee, the employee shall furnish a certificate from the attending physician. If the Chief or designee requests such certificate, the City hereby agrees to pay any cost incurred by the employee as a result of obtaining such certificate. The City will pay only upon proof of charge.
 - 2. In the event that a spouse and/or child is physically or mentally incapacitated to a degree that the employee is required to attend such incapacitated spouse and/or child.
 - 3. Each calendar year, employees will be permitted to utilize up to two (2) sick leave days per calendar year without the necessity of meeting the requirements of Subsections B(1) and B(2) of this Article. Such time off shall be requested and scheduled with the permission of the Chief of Police or designee in the same manner as single vacation days. Time off under this paragraph shall not be granted if it creates overtime at the time that it is requested. Such time shall be charged to an employee's sick leave balance.

C. SUNSET PROVISION

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

ARTICLE 21 – UNUSED SICK LEAVE UPON RETIREMENT AND/OR RESIGNATION

- A. An employee hired on or prior to June 30, 2008, who retires with 25 years of service and provides two weeks' notice, or resigns in good standing after providing two weeks' notice, and has a minimum of seventy-five (75) days of accumulated sick leave, will receive payment for one-half the number of days of accumulated, unused sick leave.
- B. An employee who retires or resigns from service and has under seventy-five (75) days of accumulated sick leave will receive no payment for unused sick leave.

- C. In the event of the death of the employee, the beneficiary will receive the monetary value as set forth in Section A of this Article.

- D. SUNSET PROVISION

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

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

ARTICLE 22 – SICK LEAVE

- A. This Article provides the exclusive source for sick leave rights for employees hired on or after July 1, 2008.

- B. Employees hired on or after July 1, 2008, will be credited with ten (10) sick days per year starting January 1, 2009. The number of sick days made available during the calendar year of hire for the new employee during that year (maximum of 10) will be pro-rated based upon the employment start date. The number of sick days during the calendar year of hire only will be rounded up to the nearest whole number and will be available immediately upon the start of employment. Effective 1/1/2023, the number sick days available under this Article is increased from ten (10) to twelve (12) per year.

- C. Sick leave may be used for the following reasons only:

1. Personal illness or physical or mental incapacity of such a degree as to render the employee unable to perform the duties of the employee's position, unless other work in the Police Department which the employee is capable of doing is available and the Police Chief or designee assigns the officer to such other work. If requested by the Chief or designee, the employee shall furnish a certificate from the attending physician. If the Chief or designee requests such certificate, the City hereby agrees to pay any cost incurred by the employee as a result of obtaining such certificate. The City will pay only upon proof of charge.
2. In the event that a spouse and/or child is physically or mentally incapacitated to a degree that the employee is required to attend such incapacitated spouse and/or child.
3. Each calendar year, employees may utilize up to two (2) sick leave days per calendar year without meeting the requirements of Subsections 1 and 2 above. Such time off shall be requested and scheduled with the permission of the Chief of Police or designee in the same manner as single vacation days. Such time off may or may not be granted in the exclusive discretion of the Chief of Police or designee, and will not be granted if it causes overtime to be incurred. Such time will be charged to the employee's sick leave balance.

- D. The City will evaluate each employee's sick leave bank on December 31. If an employee's sick leave bank has a balance of unused time on December 31, the City will pay to the employee an amount equal to one-half (50%) of the unused portion of that calendar year's sick leave in the first pay period following the end of each calendar year. The remaining one-half (50%) of the unused sick leave will be deleted and will not be carried over to the next year. Each employee will start each new calendar year on January 1 with ten (10) sick leave days only.
- E. Effective January 1, 2014, as an option to the above Section D, employees hired on or after July 1, 2008, may carry over unused sick leave on December 31 of each year to a reserve sick leave bank capped at a maximum of fifteen (15) days or 120 hours. This reserve sick leave bank shall only be used for extended illnesses, FMLA or disability leaves of absence after the annual ten (10) days of sick leave have been used first. This sick leave bank may also be used to care for a similarly disabled spouse, registered domestic partner, or child
- F. Effective January 1, 2019, as an option to the above Section D, and replacing Section E above employees hired on or after July 1, 2008, may carry over unused sick leave on December 31 of each year to a reserve sick leave bank capped at a maximum of twenty (20) days or 160 hours. This reserve sick leave bank shall only be used for extended illness, FMLA or disability leaves of absence after the annual ten (10) days of sick leave have been used first. This sick leave bank may also be used to care for a similarly disabled spouse, registered domestic partner, or child. Intermittent use qualifies as long as it constitutes a qualifying illness or injury under FMLA.
- G. If an employee's employment is terminated for any reason, the City will evaluate the employee's sick leave bank, as of the date of termination. One-half (50%) of any unused sick leave as of the date of termination will be paid off as part of the employee's last pay. The remaining one-half (50%) of the unused sick leave will be deleted. This sick leave buyout for employees hired after 1/1/2008 will require that the employee give two weeks' notice prior to departure. Further, effective 7/1/2022, this buyout provision does not apply to employees who were involuntarily terminated for cause.
- H. The City will provide a short term disability insurance policy or similar vehicle for employees to purchase at the employee's expense. The terms of this policy will be governed by the insurance plan.

ARTICLE 23 – ON-DUTY INJURIES

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

- B. After a period of six (6) months from the date of injury, an employee who continues to receive compensation paid under the Workers' Compensation Act shall receive supplemental pay from the City so that the sum of the workers' compensation benefits and supplemental payment equals the employee's standard base rate of pay according to Article 16 (Wages), provided the employee was not acting in a negligent manner or in violation of any departmental rule. Such supplemental pay shall not be charged to an employee's accumulated sick leave. In such cases the employee shall immediately sign over to the City any payment for compensation. The employee shall be provided with an amended W-2 form to reflect any workers' compensation benefit and shall receive a cash reconciliation the first of the following year covering any over payment of social security during the preceding year due to workers' compensation payment.
- C. Beginning twelve (12) months from the date of injury, an employee who continues to be out on workers' compensation shall not continue to earn or accrue additional holidays, or vacation days until the employee returns to active duty.
- D. An employee who is out on workers' compensation leave, performing a light duty assignment or otherwise has not returned to regular active duty shall retire upon the effective date of eligibility for retirement under the Maine Public Employees Retirement System, or in the case of an employee who is not a participant in the Maine Public Employees Retirement System, not later than upon reaching the twenty-fifth (25th) year anniversary of service within the South Portland Police Department.
- E. The City shall assign alternate work to members of the patrol Bargaining Unit when they are unable to perform their normal duties as a result of an on-duty injury/illness. (November 14, 1997 side letter)
- F. Such alternative work assignments will meet any restrictions outlined by medical practitioners and be commensurate with the hours the officer is assigned at the time of the injury/illness. Assignment to a more senior shift may occur if no other officer is displaced as a result of the temporary assignment. (November 14, 1997 side letter)

ARTICLE 24 – EXTRAORDINARY INCIDENTS

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

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

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

Incapacity caused by an "extraordinary incident" shall not be charged to the employee's accrued sick leave.

ARTICLE 25 – OFF-DUTY INJURIES

- A. If an employee of the police unit, while off duty, is called into a situation and is injured while doing so, the City shall assume the responsibility to pay for medical, surgical, and hospital expenses, provided the officer was not acting in a negligent manner or in violation of any department rule.
- B. It is the intention of the City to offer alternate work assignments to members of the Patrol Bargaining Unit when they are temporarily disabled and unable to perform their normal duties as a result of off-duty injury/illness. (November 14, 1997 side letter)
- C. It is the intention of the City to offer short-term alternate work assignments to members of the Patrol Bargaining Unit when they are temporarily unable to perform their normal duties as a result of elective surgery. Elective surgery in this case, is defined by past practice set prior to the signing date of this agreement. (November 14, 1997 side letter)
- D. Such alternative work assignments will meet any restrictions outlined by medical practitioners and be commensurate with the hours the officer is assigned at the time of the injury/illness. Assignment to a more senior shift may occur if no other officer is displaced as a result of the temporary assignment. (November 14, 1997 side letter)

ARTICLE 26 – VACATIONS

- A. Effective January 1, 1994, all permanent employees covered by this agreement who have more than one (1) year of service and less than five (5) years of service shall be entitled to a vacation of two (2) work weeks during the calendar year. Entitlement to vacation shall be determined as of the first day of the calendar year. Employees with less than one (1) year seniority shall receive no vacation.
- B. Effective January 1, 1994, all employees covered by this Agreement who have completed five (5) years of service but less than (12) years of service shall be entitled to a vacation of three weeks during the calendar year. Entitlement to vacation shall be determined as of the first day of the calendar year.
- C. Effective January 1, 1989, all employees covered by this Agreement who have completed twelve (12) years of service but less than twenty (20) years of service shall be entitled to a vacation of four (4) weeks during the calendar year. Entitlement to vacation shall be determined as of the first day of the calendar year.
- D. Effective January 1, 1989, all employees covered by this Agreement who have completed twenty (20) years of service shall be entitled to a vacation of five (5) work weeks during the calendar year. Entitlement to vacation shall be determined as of the first day of the calendar year.

- E. Regarding Sections A, B, C, and D above, entitlement to vacation shall be as determined by the number of years that the employee has been employed on the first day of January. For example, if an employee was hired and started on January 10, 2016, on January 1, 2017, he or she would be entitled to vacation for calendar year 2017 as if they had completed one year of service as of January 1, 2017. By way of further example, an employee hired and starting on January 10, 2016, would be entitled on January 1, 2021, to vacation for calendar year 2021 as if he or she had completed five years of service. However, if an employee's first day of employment is on January 1 in any particular year, he or she would not be deemed to have completed the first year of service until one year after their start date.
- F. Vacations shall be scheduled according to present practices. Vacations of one (1) week or more in duration must have the approval of the Chief of Police or designee as to scheduling.
- All officers will have the opportunity to use up to two (2) weeks of vacation annually on a day by day basis.
- G. Employees of shift teams in the same rotation will be allowed one employee off on a vacation week at a time.
- Employees of all shift teams, except days, will be allowed one (1) employee off on a vacation week at a time. Regarding day shifts, only one person on each three person team may take a vacation week at the same time,
- The total number of Officers allowed off on both day teams will not exceed three, including those off on a vacation week or any other discretionary leaves without shift commander approval.
- The number of officers on all other shifts/teams off per shift on discretionary leave, inclusive of vacation weeks will not exceed (2), without shift commander approval.
- Notwithstanding any other provision of this Article, an employee will be granted approval for use of the first special holiday, in accordance with prior practice.
- H. The Police Officer who retires or resigns shall be entitled to accrued and unused vacation pay. For the purpose of this Article, "years of service" will be defined as years of service within the South Portland Police Department.
- I. The parties have complied with Maine's new Earned Paid Leave Law in that the benefits under the contract exceed the minimum required by law.
- J. Lateral hires, based upon their previous experience, can be awarded vacation benefits up to the 20 year level, provided that they had 20 years or more in another department. This is a companion benefit to the lateral wage elevation. This wage and vacation elevation are the only benefits that laterals receive beyond what any new hire receives.

ARTICLE 27 – HOLIDAYS

- A. An officer whose tour of duty requires the officer to work any or all holidays shall have three (3) weeks of vacation (fifteen days) in lieu of holidays, effective Jan 1 2023.
1. For purposes of this article, the three weeks of vacation time awarded to employees in lieu of holidays is intended to recognize the following holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans Day, Thanksgiving, Day after Thanksgiving, and Christmas.
 2. The third week of vacation time in lieu of holidays in this section that was added effective Jan 1 2023 was derived from new holidays added, eliminating the rights of the second extra holiday granted and as now reflected under E below, and eliminating one of the three personal days from the applicable sick leave article, 20 or 22 and reflected therein. The City also added one additional vacation day to make the third week a full five day week of vacation
- B. Any employee leaving midyear will not be paid for holidays which have not yet occurred at the time of their departure. However, this shall not apply to vacation time (non-holiday) earned pursuant to Article 26, which accrues on January 1 and if an employee leaves midyear, they will be paid for unused vacation as set forth in Article 26..
- C. If an employee is required to work on holidays other than the employee's regular tour of duty, the employee shall receive hourly pay for overtime. However, the provision covering time and one-half shall apply.
- D. Each employee shall have the option of taking two (2) weeks (ten [10] days) of holiday vacation in individual days, subject to the approval of the Chief or designee. An employee will be allowed to use individual days on Friday or Saturday, provided that if overtime would be created, the employee makes arrangements to have another officer cover this shift. One (1) employee per shift will be entitled to book an individual vacation day on the eve of or on the calendar day of one of the five major holidays (New Years, Memorial, July 4th, Thanksgiving and Christmas,) provided the employee makes arrangements to have another officer cover the employee's shift. No employee shall be forced to work as a result of this provision and no grievances shall be processed in accordance with the overtime provision. The option of filling of the job shall remain with the Chief or designee.
- E. During the life of this Agreement, each employee will receive two (2) extra holidays to be given at the discretion of the Chief of Police. The second (2nd) extra holiday shall be scheduled in the same manner as single vacation days and has no other scheduling rights, as noted Section A.2 above.
- F. Employees who work on either Thanksgiving Day or December 25th shall receive a stipend of \$30 for each full shift worked. Employees who are out on a vacation day, sick day or any other leave or are already receiving overtime shall not be eligible for the \$30 stipend.

For purposes of this Article, the holiday shall begin at 11 p. m. on the eve of the calendar holiday and terminate at 11 p. m. on the night of the holiday.

ARTICLE 28 – BEREAVEMENT LEAVE

An employee shall be excused from work up to five (5) calendar days immediately following the death of a mother, father, spouse, significant other, child, or step-child and three calendar days immediately following the death in the employee's immediate family as defined below, and shall be paid the employee's regular rate of pay for the regularly scheduled work hours missed. Permission to take the unused portion of bereavement leave on other than a calendar basis immediately following the death shall not be unreasonably refused. In cases of necessity, additional time may be allowed at the discretion of the Chief or designee. Not more than eight (8) hours per day shall be paid under this Article. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral. The use of up to five (5) calendar days for bereavement as provided herein will not require the employee to utilize sick time; any additional time, as allowed by the Chief or their designee, after the five days of bereavement, will be charged to sick time.

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

ARTICLE 29 – PENSION

A. MAINE PUBLIC EMPLOYEES STATE RETIREMENT BENEFIT

1. It is a condition of employment that employees of the Police Department, on entering City service, are entitled to provision of the Maine Public Employees Retirement System and the benefits provided by the Social Security program. The City agrees to continue to participate in the cost of benefits available from both systems. Participation in the Maine Public Employees Retirement System is optional for employees of the South Portland Police Department.
2. The City agrees to extend the provisions of the Survivor Benefits Section of the Maine Public Employees Retirement Law.
3. Until June 30, 2009, the City shall extend to all eligible employees and participants of the Maine Public Employees Retirement Plan as of June 30, 1995, a retirement pension under Maine Public Employees Retirement System Consolidation Plan entitling employees to one-half ($\frac{1}{2}$) salary after having completed twenty-five (25) years of service regardless of age; which benefit shall be based on one-half of the average of the

employee's top three years of pay, including the 2% retirement option, COLA, in accordance with and subject to the provisions of the statutes of the State of Maine and the rules of the Maine Public Employees Retirement System now applicable or as they may hereinafter be amended. Effective July 1, 1995, the employee's rate of contribution shall be increased to 6.5% of gross weekly earnings and shall be a condition of plan participation.

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

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

B. DEFERRED COMPENSATION SECTION 457

1. Employees may join the City of South Portland Deferred Compensation Plan as established by the provisions of that plan document, as amended.
2. For purposes of this Agreement, "retirement" for Deferred Compensation Plan employees shall be considered 25 years of service but in no case later than age 69½.

C. RETIRE/ REHIRE PROGRAM

The parties agree to establish a labor management committee to review and develop language for a sidebar agreement regarding a retire/rehire program.

ARTICLE 30 – CLOTHING ALLOWANCE

- A. The City agrees to pay \$600.00 per fiscal year, effective July 1, 2022, for acquisition and replacement of uniforms and accoutrements with approval of the Chief of Police or designee.

- B. If the Chief has authorized the purchase of a piece of clothing or equipment that has not been bid through the City's purchasing procedure, employees will be permitted to purchase said equipment or clothing through the lowest retail or wholesale provider, provided the equipment or clothing meets departmental specifications (e.g. make, model etc.) The City agrees to pay 100 percent on the cost of repair or replacement of civilian clothing and accoutrements worn by plain clothed employees and uniforms of employees damaged and destroyed in the performance of duties. Such personal loss shall be reported to the chief or designated authority prior to the end of said employee's regular tour of duty.
- C. The Chief shall have the discretion of setting a cut-off date for expenditure of allowance, not to precede June 1. This date would become invalid if the City changes the dates of its fiscal year. Should there be any change in uniform, insignias, or accoutrements, these funds will not come from the individual officer's clothing allowance.
- D. Effective with the 1994 tax year, all non-uniform clothing allowance disbursements or reimbursements shall be considered taxable compensation for purposes of state, federal and FICA taxes.
- E. This Article shall not apply to provisional patrol officers who shall receive uniforms at the discretion of the Chief of Police during their probationary period.
- F. The annual amount may be carried over for a maximum of two years, for a maximum accumulation of up to \$1,200.
- G. An employee who is not issued a department phone and provides their personal cellphone number as their on duty primary contact number will be entitled to a cell phone stipend of \$25 (twenty five dollars) per month. This number will be utilized by the department for its law enforcement purposes and will not be provided to the public without the consent of the officer.

ARTICLE 31 – HEALTH AND FITNESS

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

ARTICLE 32 – SAVINGS CLAUSE

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

ARTICLE 33 – DEATH IN THE LINE OF DUTY

In the event of an on-duty death, the City will pay all unused accrued sick time, vacation time, and compensatory time to the officer's spouse or beneficiary.

ARTICLE 34 – EMPLOYMENT OF RETIRED OFFICERS FOR OUTSIDE DETAILS

Subject to Article 17(E), the City may employ retired officers from the South Portland Police Department for outside details. Retired officers shall not be considered members of the bargaining unit and shall not be subject to the terms of this Agreement. Retired officers may only be employed for outside details after bargaining unit members have declined such work. In addition, bargaining unit members shall not be forced in to work an outside detail if, in the opinion of the Police Chief/designee, there is a qualified retired officer willing and able to perform the detail. To be qualified, the retired officer must have a current MCJA certification.

ARTICLE 35 – TERM OF AGREEMENT

A. TERM OF AGREEMENT

The Agreement shall cover the rights of the parties from July 1, 2022, or date of execution, whichever is later, through June 30, 2025. Those provisions contained in Article 16 (Wages) shall be retroactive to July 1, 2022. Notwithstanding the foregoing, if the City Council of the City of South Portland fails to ratify this Agreement insofar as it relates to economic matters within twenty-one (21) days from the date it first considers it, this Agreement shall be invalid for all purposes.

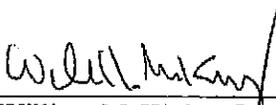
B. ZIPPER CLAUSE

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

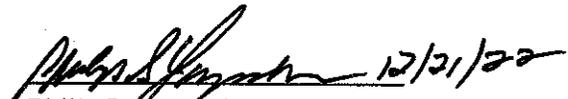
ARTICLE 36 – SIGNATURE PAGE

IN WITNESS THEREOF, the City has caused this Agreement to be executed and its corporate seal to be affixed by Scott Morelli, its City Manager, duly authorized by the City Council of the City of South Portland, as of 21 day of December, 2022, and the South Portland Police Patrol Association has caused this instrument to be signed by Philip Longanecker President, thereunto duly authorized as of the day and year first mentioned above by the members of the Association.

SOUTH PORTLAND POLICE
PATROL ASSOCIATION

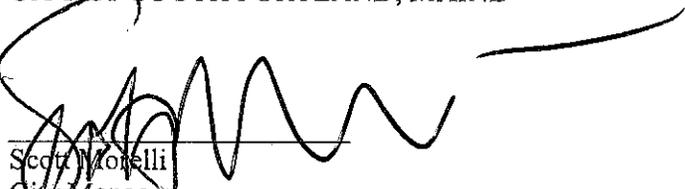
 12/21/22

William McKinley, Esquire
Maine Association of Police

 12/21/22

Philip Longanecker, President
Patrol Officers Association

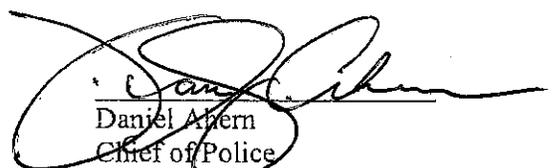
CITY OF SOUTH PORTLAND, MAINE



Scott Morelli
City Manager



Stephanie Weaver
Human Resources Director



Daniel Ahern
Chief of Police