COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF SOUTH PORTLAND

AND THE

SOUTH PORTLAND FIREFIGHTERS

IAFF LOCAL #1476

JULY 1, 2011 TO JUNE 30, 2014
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</table>
ARTICLE 1 - PREAMBLE

A. This Agreement is made and entered into this _____ day of _______________, 2011 by and between the City of South Portland, hereinafter referred to as the "CITY" and Local #1476 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the "UNION," pursuant to the provision of Chapter 9-A Revised Statutes of Maine Title 26, as enacted by the Maine Legislature in 1969, entitled "An Act Establishing the Municipal Public Employees Labor Relations Law" and as amended.

B. In order to increase general efficiency in the City, and to promote the morale, equal rights, well-being and security of its employees, the City of South Portland, Maine, and Local 1476 of the International Association of Fire Fighters herein bind themselves in mutual agreement as follows:

ARTICLE 2 - RECOGNITION

A. The City recognizes the Union as the sole and exclusive bargaining agent for all uniformed employees below the rank of Lieutenant of the Fire Department, excepting only Fire Chief, Deputies, Captains, Lieutenants, department secretary or any person employed less than six (6) months or any temporary, seasonal or on-call employee for the purposes of collective bargaining and entering into agreements relative to wages, salaries, hours, and working conditions.

B. The Local Union recognizes that the City has the right to issue, through the Civil Service Commission, rules and regulations governing selection for appointment, promotion, dismissal, hearing, etc. for the Fire Department; however, said rules and regulations shall be discussed with a Union Representative before implementation. This does not, however, make said rules and regulations subject to Union approval. All notices, bulletins, directives and policy changes shall be forwarded to the Union Secretary for record keeping purposes.

ARTICLE 3 - NON-DISCRIMINATION

A. The Union shall be ever mindful of its "No Strike" obligation and the individual members of the Union are to regard themselves as employees of the Municipal Fire Department, and, as such, they are to be governed by the highest ideals of honor and integrity.

B. The City agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership in Local 1476 or by reason of holding office therein. No employee covered by this Agreement shall be favored or discriminated against by either the City or the Union as to age, sex, race, or national origin.
ARTICLE 4 - DUES DEDUCTION

A. The City shall deduct Union dues weekly, upon receipt of a signed authorization of members of the Union, who shall sign deduction form cards. The City shall forward to the treasurer of the Union such deductions each month. The City shall maintain regular deduction of dues of each member unless notified otherwise by the Union's Treasurer or by the member.

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

ARTICLE 5 - TIME OFF WHILE PERFORMING UNION DUTIES

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

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

C. For the purposes of this Article, “officers” shall be defined as the President, Vice President, Secretary, and Treasurer.

ARTICLE 6 - SENIORITY AND LAYOFF

A. The City shall establish a seniority list, and it shall be brought up to date on December 1st of each year, and immediately posted thereafter on bulletin boards for a period of not less than thirty (30) days, and a copy of same to the Secretary of the Union. Any objection to the seniority list, as posted, must be reported to the Fire Chief and the Union within ten (10) days from the date posted, or it shall stand as accepted.
B. Seniority of employees shall be computed in each rank from the date of appointment to that rank. Whenever there is lack of work, or lack of funds, requiring reductions in the number of employees in the department, the required reductions shall be made in such rank, or ranks, as the department head may designate; provided that said employees shall be laid off in the inverse order of their length of service.

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

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

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

ARTICLE 7 - PRIOR PRACTICES

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

ARTICLE 8 - GRIEVANCE PROCEDURES

A. Contract Grievance

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

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

3. A grievance shall be considered to be an employee's complaint concerned with: (1) discharge, suspension, or other disciplinary action; (2) favoritism or discrimination; (3) interpretation and application of Fire Department rules and regulations and alleged violations of any of the terms of this Agreement.
4. The aggrieved employee shall present his/her grievance in writing to the President of the Union within forty-five (45) days of the alleged grievance. The President of the Union shall submit the grievance to the Union's Grievance Committee. The committee shall investigate all grievances and within thirty (30) days from the time the employee turns the grievance over to the President of the Union shall either: (1) dismiss the grievance, or (2) direct the President of the Union to settle the grievance with the platoon officer, if possible, or submit the grievance to the Fire Chief or in the Chief's absence, a Deputy Chief.

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

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

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

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

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, except all personnel hired prior to January 1, 1977 shall be irrevocably considered qualified and will be automatically certified at the highest level 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 upon demonstration of successful completion of NFPA Firefighter I requirements. Employees hired after July 1, 1993 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 upon demonstration of successful completion of NFPA Firefighter II requirements. Employees hired after July 1, 1993 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

A. The City agrees to notify the Union, in writing, seven days prior to any change of the present staffing policy. This does not, however, make said changes subject to Union approval.
ARTICLE 11 - TRANSFERS

A. Details

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

B. Transfers

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

C. Annual Transfers

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

ARTICLE 12 - MANAGEMENT RIGHTS

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

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

2. The City shall have the freedom of action to discharge its responsibility for the successful operation of its mission, including, but not limited to, the determination of the number and location of its platoons, the service to be performed (except as otherwise mentioned in this Agreement) the apparatus, tools, equipment, and materials to be used, the work schedules and methods of operations.
ARTICLE 13 - DUTIES

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

B. Emergency Medical Service Duties

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

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

   b. Within thirty-six (36) months of the date of appointment, all new employees of the department hired after July 1, 1988 shall, as a condition of employment, have attained the Advanced Life Support (ALS) Intermediate licensure level, maintain said license and perform the duties associated with ALS Intermediate licensure level. Employees required to comply with the provisions of this paragraph shall maintain and perform the duties of the ALS Intermediate licensure level as a condition of employment until such time as there are sixteen (16) employees of less seniority who hold active ALS Intermediate licenses. Employees hired after July 1, 1988 may be required at any time to renew their ALS Intermediate licenses when employees of the Fire Department with less seniority leave employment with the City causing that employee to become one of the sixteen (16) least senior employees required to maintain an ALS Intermediate license.

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

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

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

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

3. Employees who have been approved to voluntarily increase licensure level shall make a three (3) year commitment (other than a basic EMT licensure level with a one (1) year duration) to maintain and function at said licensure level or be subject to the prorated repayment provision. Should an employee allow said license to lapse during that three (3) year period (one (1) year for basic EMT), that employee shall reimburse to the City such prorated share of total cost of tuition, books and total wages paid to him or her for all hours away from work as well as hours paid by the City beyond the normal tour of duty in proportion to the time left in that three (3) year period (one (1) year for basic EMT) from the date of licensure.

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

5. Any member of the bargaining unit that earns his/her initial paramedic license shall receive a one-time only reimbursement from the City of $1,000. Effective July 1, 2009 this one-time only reimbursement is increased to $2,000. Payment shall be authorized by the Chief or designee upon written documentation of successful completion by the employee. This provision is not applicable to any existing licensed paramedic as of the signing date of this Agreement and is not applicable for any renewal of the paramedic license.

6. Paramedic Reopener

In the event that the certification and/or licensure requirements to become or continue as a paramedic are changed during the life of this Agreement, the parties agree to reopen the Agreement to negotiate the impact of any such changes. Any agreements
reached shall be submitted to the City Council and the Union for ratification. Upon ratification, the modifications shall be appended to this Agreement.

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 board watches, 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, board watches, 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.

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

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

F. Miscellaneous Duties

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

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

ARTICLE 14 - HOURS

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

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

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

ARTICLE 15 - WAGES

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

<table>
<thead>
<tr>
<th>Rank</th>
<th>7/1/2011</th>
<th>1/1/2012</th>
<th>7/1/2012</th>
<th>7/1/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>FF II 20 years of service</td>
<td>$19.59</td>
<td>$19.88</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FF II 15 years of service</td>
<td>$19.39</td>
<td>$19.68</td>
<td></td>
<td></td>
</tr>
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<td>FF II 10 years of service</td>
<td>$19.19</td>
<td>$19.48</td>
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<td></td>
</tr>
<tr>
<td>FF II</td>
<td>$18.42</td>
<td>$18.79</td>
<td>$19.07</td>
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<tr>
<td>FF I completion</td>
<td>$17.39</td>
<td>$17.74</td>
<td>$18.00</td>
<td></td>
</tr>
<tr>
<td>Prov. FF</td>
<td>$15.19</td>
<td>$15.49</td>
<td>$15.72</td>
<td></td>
</tr>
<tr>
<td>EMS Coordinator</td>
<td>$20.91</td>
<td>$20.91</td>
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EMS Stipends (Hourly) effective upon ratification of contract

<table>
<thead>
<tr>
<th>Rank</th>
<th>EMT ®</th>
<th>EMT</th>
<th>EMT-I ®</th>
<th>EMT-I</th>
<th>EMT-CC/P</th>
<th>EMS COORD.</th>
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<tbody>
<tr>
<td></td>
<td>$ .72</td>
<td>$ 1.06</td>
<td>$ .84</td>
<td>$ 1.22</td>
<td>$ 1.76</td>
<td>$1.78</td>
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® = Required; I = Intermediate; CC = Critical Care; P = Paramedic

FF II Longevity (Weekly)

<table>
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<th>Length</th>
<th>7/1/11-12/31/2011 (removed effective 1/1/2012)</th>
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<tbody>
<tr>
<td>10 years</td>
<td>$14.22</td>
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<tr>
<td>15 years</td>
<td>$21.34</td>
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<tr>
<td>20 years</td>
<td>$28.47</td>
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Paramedic License Longevity (Weekly)

<table>
<thead>
<tr>
<th>Length</th>
<th>7/1/11</th>
<th>7/1/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 years</td>
<td>$7.50</td>
<td>$7.50</td>
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<tr>
<td>15 years</td>
<td>$10.00</td>
<td>$10.00</td>
</tr>
<tr>
<td>20 years</td>
<td>$12.50</td>
<td>$12.50</td>
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EDUCATIONAL INCENTIVES (weekly) effective upon ratification of contract

<table>
<thead>
<tr>
<th>Degree</th>
<th>Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>Associate's Degree</td>
<td>$ 9.00</td>
</tr>
<tr>
<td>Bachelor's Degree</td>
<td>$ 18.00</td>
</tr>
</tbody>
</table>

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

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

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

<table>
<thead>
<tr>
<th>Fitness Test</th>
<th>Male (40th Percentile) Age</th>
<th>Female (40th Percentile) Age</th>
</tr>
</thead>
<tbody>
<tr>
<td>Max Push Up Test</td>
<td>29</td>
<td>24</td>
</tr>
<tr>
<td>1 Min Sit Up Test</td>
<td>38</td>
<td>35</td>
</tr>
<tr>
<td>3 Mile Pack Walk</td>
<td>45 lbs</td>
<td>45 lbs</td>
</tr>
<tr>
<td></td>
<td>min</td>
<td>min</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

ARTICLE 16 - OVERTIME

A. Overtime Lists

1. There shall be four (4) overtime rosters; (1) Fire Fighters regular overtime; (2) Fire Fighters emergency; (3) Outside overtime; and (4) Football Game/Band Competition Overtime.

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

3. Any employee who accepts overtime or refuses six (6) overtime offers shall be rotated to the bottom of the overtime roster. Employees shall supply the Department with their current phone number. An employee may refuse any and all work except that of an emergency nature as defined by the Chief or Deputy. An Emergency (forced) posted roster shall be used when a volunteer is not available to fill a vacancy from the Regular overtime rosters. It shall be the responsibility of the Chief or Deputy to periodically balance the forced lists.
4. All overtime and forced hiring shall be based on the ten (10) and fourteen (14) hour system. When hiring, the first employee to accept the job may choose between the ten (10) hour day or fourteen (14) hour night.

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

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

B. Donation of Service

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

C. Training

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

D. Call Back

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

E. Overtime Rate/Hours of Work

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

2. Employees who work at a straight time rate and make up the total numbers of hours which were exempted under item one listed above during the same work week shall then be eligible to receive overtime for additional hours of overtime worked.
3. Employees who are required to work additional hours beyond their regular scheduled tour of duty and having been called from the "Forced Overtime List" shall receive pay at a rate of time and one-half (1.5) their regular base rate for all hours worked for "forced" overtime.

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

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

F. Employees as Members of Call Companies

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

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

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

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

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

G. All Hands Call Overtime

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

**ARTICLE 17 - OUTSIDE OVERTIME**

A. Outside Overtime

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

2. In the case where a local employee is assigned or detailed to outside overtime of a private nature, the employee shall be paid the detail pay hereinafter set forth by the City of South Portland, in the subsequent pay period following the assigned detail.

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

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

B. Football Games/Band Competitions

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

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

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

4. Only firefighters will be eligible to volunteer for this special outside overtime roster. Employees shall be dressed in their regular work uniform.
C. Memorandum of Understanding with Fire Command Bargaining Unit regarding Sharing of Outside Overtime Opportunities

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

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

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

**ARTICLE 18 - COURT PAY**

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

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

**ARTICLE 19 - MEDICAL AND LIFE INSURANCE**

A. Medical Benefits

1. The City shall continue to make available to employees and their eligible dependents, levels equivalent to or better than group health and hospitalization coverage and benefits as existed in the City’s group health and hospitalization plan (Maine Municipal Employees Health Trust - Schedule A (Schedule A will be transitioned not later than sixty (60) days from the signing date of this Agreement). 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.

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

3. The City shall pay 100% of the individual premium rate for the employee. Effective on each anniversary date of the health and hospitalization insurance policy,
employees with family or dependent health and hospitalization coverage shall as a condition of participation for the family or dependents' coverage, share in the premium rate increases. Employees through payroll deduction shall be required to contribute one half (50%) of the increase in family or dependent premiums, which will include increased costs caused by changes in benefits unilaterally imposed by providers or as changed by Federal or State law, rule or regulation, whichever is applicable, not to exceed an increase of more then the following:

**Effective 1/1/05**

<table>
<thead>
<tr>
<th>Family</th>
<th>Dependent</th>
</tr>
</thead>
<tbody>
<tr>
<td>$8 / week</td>
<td>$6 / week</td>
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4. For purposes of this Agreement, "family coverage" shall mean coverage for the employee and spouse and any dependent children. "Dependent coverage" shall mean coverage for the employee with one or more dependent children with no spouse.

5. In order to be eligible to participate in the family or dependent health and hospitalization plan, employees shall sign the Municipal Employee Health Insurance Premium Contribution Agreement, which authorizes the City to withhold wages through weekly payroll deduction to collect the employee's contribution towards family and dependent premium increases. Employees shall have the opportunity to make 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. Employees shall have the choice of making these contributions on a pre-tax or after tax basis.

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

7. The City agrees to extend to the employee any other additions or added coverage extended to City employees in any other department under any of the present medical or life insurance programs or any new or added life or medical insurance programs.

8. In the alternative, if an eligible employee at the beginning of each year covered by this Agreement elects not to participate in the City-provided medical insurance coverage and documents that he/she is otherwise covered, or if an eligible employee elects coverage at a level less than the employee is eligible for as a result of his/her family situation, the City will reimburse the employee one-half (½) of the City's cost saved as a result of the election of reduced coverage or no coverage. The cash payments under this provision are taxable income and shall be paid to the employee as an addition to her/his regular paycheck. An eligible employee for the purposes of this provision is any employee who participated in the City's health insurance program during the year immediately prior to the employee's election of this option.
9. The City agrees to provide administrative support by way of payroll deductions for a
dental and eye care programs for members of this unit.

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

B. Ryan White Act Benefits

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

ARTICLE 20 - INJURIES

A. Workers' Compensation

1. Employees of the Fire Department who are injured or receive a disability suffered in
the performance of their duties shall receive, in addition to workers' compensation coverage
and insurance benefits that may apply, pay from the City of South Portland, the total of
which shall constitute an employee's net base weekly wage until they are placed on
disability retirement, return to duty or as described below.

2. After a period of eighteen (18) months from the date of injury, an employee who
continues to be out on a work related injury shall not continue to earn holidays (including a
personal day) or vacation time. Any time lost because of injuries received in the line of duty
shall not be charged as sick leave.

3. Employees who receive full pay while on workers' compensation shall, upon receipt
of their compensation check, immediately repay the City for any monies owed to the City as
a result of their compensation benefit. Upon request, the City shall provide the employee
with an amended W-2 form.

4. If an employee of the Fire Department, while off duty, is involved in a fire
emergency situation and is injured while doing so, the City shall assume the responsibility
to pay for medical, surgical, and hospital expenses provided the employee was not acting in
a negligent manner or in violation of any departmental rule and said employee was within
the City limits or in route to duty. The employee agrees to exhaust all available medical,
hospital and workers' compensation benefits to cover the above mentioned expenses.
B. Light Duty Assignment

1. When an employee suffers an injury and/or illness which prevents him or her from performing the normal duties of his/her position in the fire service, the City shall make "light duty" work available to the employee, whether the injury and/or illness occurred while on duty or off duty. If the City fails to make such work available, it shall state in writing to the employee and the Union the reasons such work was not made available. The injured employee shall work this light duty to the extent he/she is physically able to do so. In the event such work is made available and is refused by the employee, the reason for such refusal shall be stated in writing to the City. Neither the City nor the employee shall refuse to comply with the light duty provisions of this Article without good cause. Employees working light duty assignment shall be paid at the appropriate rate of pay for their position in the fire service. The purpose of light-duty assignments is to facilitate the employee's return to full duty. Light duty shall be limited duties which are of value to the Department but shall not include fire ground operations.

2. The light duty hours shall be forty-two (42) hours per week or the amount of hours directed by the attending physician.

3. The employee's doctor must provide the Fire Department with a note to verify an employee's return to light duty and/or any limitation on the return to work.

4. 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.

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

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

7. 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 month of service if the employment begins before the 16th or ends after the 15th day of the month.

I. An employee who retires or resigns prior to his/her taking a vacation shall be entitled to accumulated vacation pay in ratio to and with his/her length of service. However, any employee who gives less than adequate notice before resigning shall forfeit his/her accrued vacation leave. Adequate notice for the purpose of enforcement of these provisions shall be construed to mean two (2) weeks' notice.

J. The transfer list and the vacation list will be posted no later than December 1st of each year. In the event that an employee is transferred from one platoon to another during the course of the year, that employee shall be eligible to re-schedule the balance of his/her unused vacation leave anytime during the balance of the calendar year regardless of staffing.

K. Vacation shall be granted according to seniority and platoon. No more than two (2) employees of this unit on a platoon may be on vacation at the same time. In the event that there are not three (3) employees of a platoon (includes employees of the Command and Supervisory Unit) that have been scheduled to be on vacation for a tour during the months of July and August, employees may select by seniority available slots after the Command Officers have selected their vacation time.

L. Members shall not be forced from the immediate four (4) days before vacation until his/her due day back.
M. An employee may elect to take two (2) holiday vacation weeks, one (1) day at a time. Holiday and extra day picks will be allowed to be picked as 10, 14, or 24 hours. All full weeks of vacation shall be picked first. All changes in single vacation days require prior approval of the one Deputy Chief designated to maintain this schedule.

N. Beginning December 1st of each calendar year, employees shall have one (1) working shift to make their vacation pick for the succeeding calendar year or shall lose their turn and be moved to the end of the list for that round. Employees will not be permitted to double up on second picks by foregoing the first pick. Employees will be allowed to select up to a maximum of three (3) consecutive weeks per vacation pick. If the process of selecting vacations is not completed by January 31st, then beginning on February 1st, employees shall have one (1) hour in which to make a vacation pick, or lose his/her turn and be moved to the end of the list for that round.

O. With permission from the Chief or designee, employees shall be permitted to re-schedule up to five (5) vacation sets during the course of the calendar year after all vacations within the department have been selected. "Vacation set" shall be defined as a day or consecutive days of vacation during the course of the calendar year. Any request to change vacation leave shall be submitted to the Deputy Chief in writing no later than forty-eight (48) hours prior to the beginning of the requested day(s) off. A shorter notification period may be approved at the discretion of the Deputy Chief.

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.

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

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

ARTICLE 23 - SICK LEAVE

A. Sick leave shall be granted at a rate of one and one-quarter (1.25) days per month with unlimited accumulations. Sick time shall be charged at the rate it is used. For the purpose of sick time, consumption of each 24 hour shift shall equate to two sick leave 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 the purpose of computing sick time usage. A person who leaves sick during a shift for more than ½ a shift shall be charged a full days sick leave (two days – 21 hours) and a person who leaves sick for less than ½ a shift shall be charged one day (10.5 hours.)
B. A list will be established and posted every other month identifying employees who have utilized four (4) or more sick leave absences including family sick leave days during the previous twelve (12) month period. Illnesses or family sick leave for a duration of longer than one (1) day will be considered one illness. Employees whose names appear on the list may be required to present a physician's certificate stating that the employee may return to work and is fit for duty. The City shall reimburse reasonable costs incurred by the employee to obtain the physician's certificate. An employee whose name appears on the list shall not be required to provide a medical certificate for a family sickness leave.

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

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

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

ARTICLE 24 - REASONS FOR SICK LEAVE

A. Sick leave shall be granted for:

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

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

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

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

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

6. Employees will be eligible to utilize up to four (4) calendar days for paternal leave immediately following the birth or adoption of a child. Said time shall be charged to an employee's sick leave balance and will be counted as a single illness in the calculation of sick days for the "Sick Leave List" as described in Article 23.

ARTICLE 25 - BEREAVEMENT LEAVE

A. The City recognizes the need for a bereavement period of up to seven (7) consecutive days immediately following the death of an employee's spouse, domestic partner, child, mother, father, brother, sister, mother-in-law, father-in-law, immediate step relatives or grandparents. If the employee is scheduled to work during this period, he/she shall be excused from work with pay for up to two (2) twenty-four (24) hour days.

B. None of the above-mentioned time off shall be charged to the employee's sick leave. Where circumstances necessitate, the Chief may extend the duration of the above-mentioned periods. Work missed during the periods of extension shall be charged against the employee's sick leave.

C. If a funeral occurs during an employee's vacation, the employee shall have the right to reschedule his or her vacation time provided the employee provides a notice to the Chief or designee within twenty four (24) hours of the death. Employees will not be permitted to reschedule vacations during the months of July and August.
ARTICLE 26 - TEMPORARY SERVICE OUT OF RANK

A. This Article only applies to the temporary appointment of personnel who are placed in charge of a platoon caused by an extended illness or vacancy of an officer which is not filled under the provisions of the supervisor’s contract.

B. Until completion of the first promotional exam after ratification of the July 1, 2009 – June 30, 2011 agreement, the senior firefighter (singular), shall assume the duties of a higher rank in the event of an extended illness or vacancy which is to be filled and shall be compensated at the rate for the higher position while performing said duties.

Effective upon completion of the first promotional exam after the ratification of the July 1, 2009 – June 30, 2011 agreement, the highest ranking Lieutenant candidate from the previous promotional exam shall assume the duties of a higher rank in the event of an extended illness or vacancy which is to be filled and shall be compensated at the rate for the higher position while performing said duties.

Effective January 1, 2011, any employee assuming the duties of a higher rank shall have completed NFPA Fire Officer I. Employees will be offered the opportunity to voluntarily complete the NFPA Fire Officer I through an online program.

C. A private who assumes command, or is placed in charge of a platoon, for a half shift of duty or more, in the absence of a Captain or Lieutenant, shall be compensated at the minimum base rate paid a Lieutenant.

ARTICLE 27 - SUBSTITUTION

A. A substitution shall be defined as two (2) employees swapping a shift with each other.

B. Employees, with the permission of their Commanding Officer, shall be permitted to substitute up to fifteen (15) shift assignments with other employees each calendar year. For the purposes of this Article, Commanding Officer shall mean a Captain, Lieutenant or senior employee in charge. A swap of a shift assignment of less than four (4) hours shall not be considered a substitution but does require verbal approval by the respective Commanding Officer.

C. A substitution for the purpose of allowing an employee to attend EMS training or Firefighting training courses shall require notification and approval of the Commanding Officer. Such a substitution, however, shall not be considered as part of the fifteen (15) authorized.

D. Permission to substitute on a platoon shall be obtained from the Commanding Officer affected by the substitution. All substitutions will be a written agreement of the parties and the respective shift Command Officer. The signed statements will be filed with Deputies in order that they may keep track of this provision.
E. An employee who has swapped a shift of duty will be considered to be on duty and will be bypassed on the Emergency Roster. The employee who has committed himself for that shift of duty will be held accountable to cover the job. Slips should be made out forty-eight (48) hours in advance and forwarded to the Deputy's office immediately.

ARTICLE 28 - PENSIONS

A. Firefighters' Pension

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

2. For service prior to July 1, 2010, the City shall extend to all eligible employees a retirement pension under Maine Public Employees Retirement System Consolidation Plan entitling employees to one-half (½) 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, 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. The employee's rate of contribution shall be increased to 6.5% of gross weekly earnings.

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

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

a. Effective July 1, 2010, 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, 2010, 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, 2010, will be transferred to “Special Benefit Plan 3” for future service only.
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.

ARTICLE 29 - CLOTHING ALLOWANCE

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

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

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

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

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

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

F. Upon severance from Department employment, the employee may be required to return all city-issued turnout gear and city-issued equipment except for the firefighter’s helmet.

ARTICLE 30 - DRESS CODE

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

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

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

D. Only uniforms shall be stored in the station while off duty. No garments shall be left outside storage areas while on duty. Employees shall be in uniform before the change of shift or before replacing other employees. Employees being replaced shall be in uniform at the time of said change.
ARTICLE 31 - HEALTH, FITNESS AND SAFETY

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

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

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

ARTICLE 32 - SAVINGS CLAUSE

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

ARTICLE 33 - ZIPPER CLAUSE

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

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

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 overall
   * Conducts Quality Assurance reviews
   * Coordinates EMS training outside and in house
   * Orders EMS supplies
* 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

* Coordinates and provides public education on EMS issues

* 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 Southern Maine EMS, 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 to the Safety Sector unless required to conduct an EMS Sector

* When available, will be the primary responder, when both units are tied up on calls

* When available, can be called back for long term incidents, which require an EMS Sector

* Shall be required to obtain and maintain ACLS and PALS certification, and may attend other schools, classes, or other educational opportunities that would enhance his/her position as EMS coordinator with the Chief's approval (funding when available).

2. The Emergency Medical Services Coordinator shall be selected based on the following process and stated minimum requirements:

* The EMS Coordinator shall be a Paramedic

* Must have a minimum of five years of service to apply

* Shall be an in-house selection from the firefighter ranks when filling the position, unless there is no applicant from within the South Portland Fire
Department; the City reserves right if no inside applicants apply to seek and hire an outside individual for this position.

* Applicants shall submit a sealed resume to the Fire Chief and/or the Personnel Director.

* The review board shall consist of seven people; one line officer, one paramedic (non-applicant) from the Department, five outside individuals (two shall be EMS oriented; Rescue Officer, EMS Director, Southern Maine EMS, etc.). The review board will conduct interviews and submit the three top applicants for interview with the Fire Chief and City Manager. The board will use an average point system, to be determined, with the high and low scores removed.

3. The Emergency Medical Service (EMS) Coordinator shall have a probationary period of six (6) months. The EMS Coordinator may be reassigned for just cause by the Fire Chief. The EMS Coordinator may seek promotion as a fire officer if said employee meets all requirements for desired promotion. The EMS Coordinator may voluntarily withdraw from the EMS Coordinator position and return to the firefighter ranks, assuming employee's seniority position computed on date of initial appointment. The proper placement within the ranks shall be conducted within the next transfer cycle beginning each January 1st. If the EMS Coordinator moving back into the ranks is a senior firefighter, the employee shall be placed back into the ranks in the proper slot at the earliest possible time. If the EMS Coordinator is a civilian employee not selected from within the ranks, said employee shall not be eligible for any other appointment within the Department upon resignation unless said employee follows the civil service entrance exam process. The EMS Coordinator will be eligible for overtime in the EMS position only as approved by a chief officer. The EMS Coordinator shall be eligible for outside overtime jobs after full time employees who run with call companies have been called. The EMS Coordinator's work schedule shall be as follows: a forty hour work week, a flexible work schedule approved by the Chief. Vacations shall be selected prior to January 1st and approved by the Chief. If the EMS Coordinator is directed back into the rank, the employee may select his/her vacations anywhere (maximum two weeks). If the EMS Coordinator requests to return to the ranks, his/her vacations will be as originally selected, one week before or after according to the platoon the employee has been assigned to. The EMS Coordinator will have the option to be off on holidays or to have two weeks vacation in lieu of holidays per the contract (Art. 22, paragraph A); this must be selected and approved by the Chief of the Department. This option must be selected by December 31st.

4. The wages for the EMS Coordinator are listed in Article 15 – Wages, Section A.
ARTICLE 35 - TERM OF AGREEMENT

A. This Agreement governs the rights of the parties from July 1, 2011 to June 30, 2014. The City and the Union agree that should this Agreement expire prior to the signing of a successor Agreement, all the provisions of this Agreement shall remain in force.

In WITNESS THEREOF, the City has caused this Agreement to be executed and its corporate seal to be affixed by James H. Gailey, its City Manager, thereunto duly authorized by the City of South Portland, as of this _________ day of __________________, 2011 and the Union has caused this instrument to be signed by, John Beyer, its President, thereunto duly authorized as of the day and year first above written.

South Portland Firefighters Association
IAFF Local #1476

____________________________
John Beyer, President

____________________________
James H. Gailey
City Manager

South Portland Firefighters Association
IAFF Local #1476

____________________________
Joshua Pobrislo, Vice President

____________________________
Donald I. Brewer
Director of Human Resources

South Portland Firefighters Association
IAFF Local #1476

____________________________
Kevin W. Guimond
Fire Chief
APPENDIX

RETIREMENT CALCULATION SHEET

Final payout for firefighters based on the Collective Bargaining Agreement:

1. Sick Leave Payment
   A. ½ of 150 days = 75 days
   B. 75 days x 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 1/5 of weekly pay
Memorandum of Understanding between the IAFF Local #1476
Firefighters Bargaining Unit and Fire Command Bargaining Unit
Regarding Sharing of Outside Overtime Opportunities

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

1. Notice

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

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

2. Outside Overtime List

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

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

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

   d. On December 1st, the Chief or his designee shall post a sign-up and removal notice for outside overtime for the period commencing January 1st to June 30th. This sign-up and removal period shall be for members not currently on the outside overtime list that want to be placed on it, and for members currently on the outside overtime list and want to be removed from it. This sign-up and removal period shall end on December 21st. During the last week of December, the Chief or his designee will post the outside overtime list of eligible employees.
e. On June 1st, the Chief or his designee shall post a sign-up and removal notice for outside overtime work for the period commencing July 1st to December 31st. This sign-up and removal period shall be for members not currently on the overtime list that want to be placed on it, and for members currently on the outside overtime list and want to be removed from it. This sign-up and removal period shall end on June 21st. During the last week of June, the Chief or his designee will post the outside overtime list of eligible employees.

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

3. Designated Outside Overtime Work

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

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

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

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

4. Order of Selection

a. The selection list shall be a rotation list for outside overtime vacancies. If an eligible employee refuses an outside overtime opportunity six (6) times, then the employee’s name shall rotate to the bottom of the list as if the assignment had been selected by the employee.
b. If a person from outside of the ranks is assigned to the EMS Coordinator’s position, then the EMS Coordinator’s position will be excluded from taking outside overtime.

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

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

e. If an employee is forced to perform an outside overtime assignment, the required number of hours of work shall not exceed four (4) hours. If the assignment is more than a four (4) hour period, the forced firefighter and or command officer, shall have the option of working the entire assignment except in the event of outside overtime, anyone due to report on duty within a one (1) hour period of the job shall not be forced.

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

g. Before forcing a private, the unfilled position shall be offered to any interested command officer.

5. Swaps

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

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

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

6. Dress Code

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

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

For the City of South Portland                                   Date

For the South Portland Firefighters, Local 1476                Date

For the South Portland Command Officers, Local 1476           Date