

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF SOUTH PORTLAND

AND THE

SOUTH PORTLAND FIREFIGHTERS

IAFF LOCAL #1476

JULY 1, 2023 TO JUNE 30, 2026

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ARTICLE 1- PREAMBLE

- A. This Agreement is made and entered into this ____ day of _____, 2024 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 provisions of Chapter 9-A of the 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. The parties agree that the position of EMS Coordinator has historically been recognized within the Union; however, the position is expected to include supervisory responsibilities for EMS training within the Department and the parties desire to move the EMS Coordinator position to the Command Union, as outlined further in Article 34.
- 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, national origin, creed, color, sexual orientation, gender, ancestry, religion, genetic information, physical

or mental disability, workers' compensation history, whistle blower history, or any other protected categories.

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 direct deposit the money each month into the Union's bank account and forward a list of all deductions made to the Treasurer of the Union 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. The Union shall indemnify and save the City harmless against all claims and suits which may arise by reason of any action taken in making deductions and remitting same to the Union pursuant to this article. Notwithstanding the above, nothing herein shall be construed as requiring employees represented by the Union to become or remain members of the Union.

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.

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. After three (3) years, provided there has been no other or further discipline attached or tied to the written reprimand, the written reprimand will not be considered for progressive discipline or for promotion. An employee may request in writing to the Fire Chief to have the written reprimand removed after a period of two years.
 - 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 Chiefs 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. Final decisions of the Civil Service Commission may be subject to arbitration only as set forth in the Civil Service Ordinance.

C. Definition of Days

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

ARTICLE 9 – PROMOTIONS

- A. Promotions in all grades and including the ranks of Deputy Chief, Captain and Lieutenant shall be within the regular uniformed personnel of the South Portland Fire Department and shall be appointed on a competitive basis.
- B. Promotions in all Firefighter grades shall be determined by the standards of N.F.P.A. #1001.
- C. The promotion steps shall include the following:
 - 1. Provisional Firefighter - probationary period during first (1st) year of employment.
 - 2. Firefighter I - employee is eligible for promotion to this level upon demonstration of successful completion of his/her probationary period, and Pro-Board Firefighter I & II requirements. Employees must successfully demonstrate Pro-Board Firefighter I & II proficiencies no later than eighteen (18) months from the date of hire as a condition of employment.
 - 3. Firefighter II - employee is eligible for promotion to this level upon demonstration of successful completion of South Portland Fire Department curricula or external certifications compliant with the following NFPA standards as they are amended from time-to-time: NFPA 1002 Driver Operator for Pumper and Aerial Apparatus; NFPA 1006 Chapter 7, Confined Space Technician; NFPA 1031, Fire Inspector 1; and NFPA 1072, Hazardous Materials Technician IS300. . Employees must successfully demonstrate the foregoing 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 Chiefs judgment it is in the best interest of the Fire Department.

B. Transfers

1. Employees shall not be transferred from one platoon 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 to another platoon during the course of the year, and the employee's vacation selections are impacted, that employee shall be eligible to re-schedule the impacted vacation provided that no leave shall be granted without 48 hours' notice to the Duty Chief. If the employee returns to his/her prior shift schedule, the employee will be able to take their original vacation selection or shall be permitted to select a different vacation period.

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. The duties of the employees of the South Portland Fire Department shall include marine rescue and operations, which requires deckhand training. The parties agree to create a labor management committee for the purpose of identifying the elements of the deckhand training to be developed into a Standard Operating Guideline within six (6) months to ensure that employees possess adequate knowledge, safety and skill required to perform such deckhand duties.

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. As a condition of employment, unit employees must possess a Basic Emergency Medical Technical (EMT) licensure level and perform the duties associated with the EMT licensure level for as long as required, subject to the requirements set forth in subsection (b) below.
 - b. Within thirty-six (36) months of the date of appointment, all new employees of the department shall, as a condition of employment, have attained the EMT-A (Emergency Medical Technician Advanced) licensure level, maintain said license, and perform the duties associated with said licensure level. Employees required to comply with the provisions of this paragraph shall maintain and perform the duties of the EMT-A licensure level as a condition of employment. The Fire Chief may extend the time period within which employees are required to obtain EMT-A licensure at his/her sole discretion under exceptional circumstances.
 - 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 up to 8 hours of overtime will be paid in each licensure cycle for Advanced Cardiac Life Support and Pediatric Advanced Life Support to complete said training for certification and licensure, so long as the ACLS and PALS courses are offered by management and provided in house.

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 Maine EMS. 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 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 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 from the date of licensure.
4. Any member of the bargaining unit that earns his/her initial paramedic license after six months of employment shall receive a one-time only reimbursement from the City of \$2,000. Said monies will not be paid to the individual until their one (1) year anniversary. 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.

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 volunteer shall be posted in the station house. Employees who do not volunteer will not be given other details as punishment for said failure to volunteer; such as, extra snow shoveling, extra inspection, extra hydrant testing and/or extra training. Employees who do volunteer to do major maintenance shall not be excused from their regular tour of duty; such as inspections, snow shoveling, training and testing of hydrants.
3. The City further agrees that any supervisory employee of the Department will not harass any employee who does not volunteer to do major maintenance and the Union agrees that its members will not harass any employee that does volunteer to do major maintenance.
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 1-2-1-4 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.
- D. Should the City hire additional Firefighter positions above the currently authorized strength of 71, the work week for the first two additional positions will be a schedule comprised of 42 hours per week, 8.4 hours per day, Mon-Fri; and with the next two additional positions, the schedule for all four of these additional positions will be a rotating 4 on 4 off, averaging 42 hours per week. If the City hires more than 4 additional Firefighter positions above 71, then the parties will meet to negotiate scheduling those additional positions.

ARTICLE 15 – WAGES

- A. Wages

Wages for employees in the South Portland Fire Department shall be paid pursuant to the schedule for the following classifications:

July 1, 2023 - June 30, 2024			July 1, 2024 - June 30, 2025			July 1, 2025 -June 30, 2026		
EMT B	PROV	\$ 23.38	EMT B	PROV	\$ 24.32	EMT B	PROV	\$ 25.05
	FF1	\$ 25.37		FF1	\$ 26.38		FF1	\$ 27.17
	FF2	\$ 26.78		FF2	\$ 27.85		FF2	\$ 28.69
EMTA	PROV	\$ 23.52	EMTA	PROV	\$ 24.46	EMTA	PROV	\$ 25.19
	FF1	\$ 25.55		FF1	\$ 26.57		FF1	\$ 27.37
	FF2	\$ 26.97		FF2	\$ 28.05		FF2	\$ 28.89
	FF2/5	\$ 27.53		FF2/5	\$ 28.63		FF2/5	\$ 29.49

	FF2/10	\$ 28.30		FF2/10	\$ 29.43		FF2/10	\$ 30.31
	FF2/15	\$ 29.16		FF2/15	\$ 30.33		FF2/15	\$ 31.23
	FF2/20	\$ 30.24		FF2/20	\$ 31.45		FF2/20	\$ 32.39
EMTP	PROV	\$ 24.88	EMTP	PROV	\$ 25.88	EMTP	PROV	\$ 26.65
	FF1	\$ 26.19		FF1	\$ 27.23		FF1	\$ 28.05
	FF2	\$ 27.86		FF2	\$ 28.98		FF2	\$ 29.85
	FF2/5	\$ 28.65		FF2/5	\$ 29.80		FF2/5	\$ 30.69
	FF2/10	\$ 29.59		FF2/10	\$ 30.78		FF2/10	\$ 31.70
	FF2/15	\$ 30.88		FF2/15	\$ 32.11		FF2/15	\$ 33.08
	FF2/20	\$ 31.90		FF2/20	\$ 33.18		FF2/20	\$ 34.17

The wage scale for the 2018 - 2021 contract was a compromise in which the former EMT/paramedic stipends and the paramedic longevity stipends in the previous contract were rolled into the employees' base wages. Therefore separate EMT/paramedic and paramedic longevity stipends were eliminated in that contract. The new wage scale for the 2023-2026 contract reflects the Union's request to remove the EMT-BR and EMT-AR columns of the prior wage scale and move the employees in those categories at the time of ratification of the contract to the next category of EMT-B or EMT-A. The new wage scale for the 2023-2026 contract also includes an acceleration of the prior steps on the wage scale to 5, 10, 15 and 20 years; an average 8% increase in the first year resulting from a redistribution of wages at targeted steps; a 4% increase in the second year to all steps on the new scale; and a 3% increase in the third year to all steps on the new scale. The redistribution of the wage increases in the first year of the contract does not include stipends for education degrees or physical fitness. The parties agreed not to add any other stipends to the wage scale and acknowledge that the new pay scale is intended to compensate members for all duties of employment and assumes that the duties that the members have performed to date will continue, including but not limited to, confined space, deckhand, and hazmat duties.

Employees who are employed by the City and are members of the Union as of the date of ratification of this contract shall be eligible to receive retroactive pay to July 1, 2023 based on the scale set forth above. Prior to ratification, the parties will meet to discuss the retroactive payment of wages to two employees who have retired since July 1, 2023.

The EMS Coordinator position as outlined in Article 34 shall be paid as follows:

Step	Current Pay	July 1, 2023	July 1, 2024 (4%)
Start	\$28.75	\$30.29	\$31.50
10	\$28.95	\$31.17	\$32.42
15	\$29.03	\$31.80	\$33.07
20	\$29.09	\$32.75	\$34.06

Effective January 1, 2025, the EMS Coordinator position shall move to the Fire Command Officers Unit. Any employee holding the position of EMS Coordinator within this Unit at the time of execution of this Agreement who remains a member of this Unit after the EMS Coordinator position is transferred to the Fire Command Officers Unit shall be placed on the wage scale set forth in this article above according to license level and years of service.

B. Educational Incentives (weekly)

Associate's Degree	\$ 10.00
Bachelor's Degree	\$ 20.00

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).

C. Fitness Incentive

1. 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.

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

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 choose 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 have his/her hands either at the temples, or arms cross with hands in armpits. Candidate will perform a sit-up and touch elbows to quadriceps. 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.

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

D.. Direct Deposit

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 two (2) overtime rosters; (1) Fire Fighters Regular Overtime; (2) Fire Fighters Emergency (forced 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.
3. Any employee who accepts overtime of five (5) hours or more shall be rotated to the bottom of the Regular Overtime roster. Any employee who accepts overtime of less than five (5) hours shall not be rotated to the bottom of the Regular Overtime roster. Employees shall supply the Department with their current phone number. An employee may refuse any and all overtime 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 roster. Any time an employee is hired from the Emergency (forced) roster, that employee shall be rotated to the bottom of the Emergency (forced) Overtime roster.
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. City and Union agree to draft an MOU and/or Hiring Policy Change once this contract is put into effect to specifically address OT sharing among the variety of job classifications and bargaining units including DCs (see first statement) as well as the overall hiring process to include the use of automated technology.
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.
7. Hiring for planned events, outside of normal staffing of apparatus, shall be hired starting one week in advance of the event if possible. In cases where notification of an event to the Chiefs office is less than one week in advance hiring shall commence as soon as practicable. Hiring from the Emergency (forced) Overtime roster will take place the shift before the event is due to begin.
8. No employee shall be forced to work more than 48 consecutive hours without a minimum of 10 hours of time off. No employee will work voluntarily (to include regular overtime or trades) for more than 72 consecutive hours without a minimum of 10 hours of time off. In the event staffing falls below a certain level,

the Chief shall have the discretion to reduce staffing levels.

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.

H. Voluntary Report to Duty

Employees who voluntarily report to duty may be eligible to be called to active duty at the discretion of the administration consistent with the chain of command system. Should the administration choose to assign employees to active duty, the employees shall be eligible to receive their regular pay at the rate of time and one half and shall be compensated for a minimum of two hours pay. Members may participate in administrative and emergency response type activities apart from those typically

performed as part of the regular duties. Such activities may include but are not necessarily limited to: Hazardous materials, technical rescue, delivery of training programs, code enforcement, peer fitness activities, public information, juvenile fire setter, fire cause determination, maintenance activities, SRT training and response and marine operations administration and response.

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

ARTICLE 17- PANDEMIC PROVISIONS

A. Vaccines

For vaccines required by law or rule, the city will make efforts to provide an on-site clinic and allow members to receive vaccines on-duty. Should an employee experience an immune response and be unable to continue working after receiving a vaccine on duty, they shall be allowed to use sick leave. Alternatively, for vaccines required by rule or law, employees may use one (1) hour of sick (no impact on OT) if vaccinated off duty.

B. State of Emergency

If the City declares a state of emergency per Chapter 8, Section 8-2.6 of the City of South Portland Code, or in certain other circumstances as determined by the City Manager and approved by the City Council, the following provisions of this Agreement will be opened for the Parties to meet to negotiate temporary special terms:

1. Article 27, Substitutions – to allow more frequent swaps than current limit during the related temporary period.

B. Article 21, Vacations – to waive the limit to rescheduling during the related emergency period provided all other provisions regarding vacation selections are maintained.

C. Article 24, Reasons for Sick Leave – to waive the counting of absences under Section H during the related emergency period.

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 offer employees and their eligible dependents group health and hospitalization coverage and benefits through the Maine Municipal Employees Health Trust (MMEHT) pursuant to the terms and conditions of this Article. The Union recognizes that the City may change or offer alternative health insurance programs including, but not limited to, providers of group health and hospitalization coverage and benefits or to self insure so long as the new or alternative coverage and benefits are "substantially similar" to the MMEHT Comprehensive Point of Service Plan C (POS-C). The phrase "substantially similar" as used in this Article is intended to accommodate minor changes in coverage provisions. Unilateral changes in the terms of coverage imposed by the Maine Municipal Employees Health Trust (MMEHT), or alternate insurance providers, or as changed by federal or state law, rules and regulations, shall not violate this provision, provided that:
 - a. The City, by written communication, notifies the Union within thirty (30) days prior to implementation, or as far in advance as is practical, of the specific details of any changes or alternatives in health insurance.
 - b. The City, subsequent to the written notification shall meet with the Union to discuss the changes or alternatives being proposed and implemented.
 - c. Should any new federal or state law, rule or regulation be enacted and/or issued impacting the terms and conditions of this Article and/or health insurance benefits provided to Unit employees, the City shall provide the changes to the Union within thirty (30) days prior to their effective date, or as far in advance as is practical.
2. Without limiting the City's rights under subparagraph 1 above, the City currently offers to employees and their eligible dependents group health and hospitalization coverage and benefits through the Maine Municipal Employees Health Trust (MMEHT), Comprehensive Point of Service Plan C (POS-C), and Preferred Provider (PPO 500) Plan.
3. Preferred Provider Plan (PPO 500) - Voluntary Option
 - a. Effective January 1, 2016, and until December 31, 2018, 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, through a Health Reimbursement Arrangement (HRA #1) administered by a company of the City's choosing. 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 applicable MIVIEHT incentive the employee or their eligible dependent are not entitled to 100% of the coinsurance. Reimbursement amount is 75% of the coinsurance. Employees and their eligible dependents may request their 25% balance be reimbursed from the Health Reimbursement Arrangement (BRA #2), to the extent of funds available, in accordance with Section (3) (b), below.

b. Effective January 1, 2016, and until December 31, 2018, 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 through a Health Reimbursement Arrangement (HRA #2) administered by a company of the City's choosing.

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

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

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

Effective 7/1/18
Family Dependent
\$11/ \$9/week
week

Effective 7/1/19

Family Dependent

\$12/week \$10/week

Effective 7/1/20

Family Dependent

\$13/week \$11/week

- 6. 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. "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.
- 7. In order to be eligible to participate in the single, 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 single, 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.
- 8. The City agrees that in no event shall the employee's annual premium contribution towards health insurance exceed seventeen percent (17%) 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.

9. Cash Payment-In-Lieu of Medical Insurance

If an eligible employee at the beginning of each year covered by this Agreement elects not to participate in the City-offered medical insurance coverage and provides documentation to Human Resources prior to January 1" of each year that he/she is otherwise covered, or if an eligible employee elects coverage at a level less than the employee is eligible for, the City will reimburse the employee one-half (A) 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.

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

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

The payment in lieu for employees hired before Oct 1, 2015 shall be capped at the current rates. The payment in lieu for all other employees shall be capped at the same rate when the rates increase so their payment matches the capped amount or by end of contract, whichever is sooner.

10. When two (2) 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 their 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 share its savings with the married employees if the family coverage as outlined above results in cost savings to the City.

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

12. 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. Light Duty Assignment

5. 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.
6. The light duty hours shall be forty-two (42) hours per week or the amount of hours directed by the attending physician.
7. 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.
8. 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.
9. The Chief shall have the discretion to grant or modify a requested week of vacation from the employee's balance of vacation leave.
10. Uniform - The employee shall be dressed in work uniform unless a dress uniform is required for a work assignment.
11. Employees on light duty shall not be eligible for overtime or call-back.

ARTICLE 21- REGULAR VACATIONS

- A. All employees who have less than five (5) years of service shall be entitled to a vacation of two (2) weeks during each calendar year.
- B. All employees who have five(5) years of service and less than twelve (12) years of 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. For employees hired after August 18, 2022, "service" for the purposes of calculating vacation time to include creditable service from an employee's prior employment shall have the same meaning as the City's Personnel Policy provisions updated as of July 18, 2023; provided, however, that no employee shall be entitled to receive more than four (4) weeks of vacation based on creditable service.
- F. No additional new holidays shall be recognized for members of the Union unless negotiated between the Parties and expressly agreed upon in writing. The Union agrees that the City does not have an obligation to automatically offer paid time off (holidays or otherwise) to Union employees unless the Parties bargain for the same.
- 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. Effective January 1, 2024, employees shall receive thirteen (13) 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 that the employee does not elect to bank as allowed in subsection (3) below at the rate of one-fifth (1/5) of the employee's weekly wage for each unused day that the employee did not elect to bank.
- 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 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
Juneteenth*	Day after Thanksgiving*
	Christmas Day

* For the 2023 and 2024 calendar years, Juneteenth and the Day after Thanksgiving shall be paid at 10.5 hours in lieu of additional time off. Effective January 1, 2025, Juneteenth and the Day after Thanksgiving may be taken by the employee as holiday time off, or the employee may elect to be paid at 10.5 hours of the employee's regular rate of pay in lieu of additional time off by March 1 of each year. All new holidays which may be bargained between the parties shall be paid in lieu of time off unless expressly agreed otherwise.

Effective January 1, 2024 through June 30, 2026, employees may elect to "bank" up to eleven (11) recognized holidays and receive pay in lieu of time off for those holidays on or before December 1 of each year in a payroll period to be determined by the City. The election to bank holidays must be made no later than March 1st of each year. Employees will not be permitted to bank more holidays after this election date. In the event an employee subsequently elects to take time off on a holiday that he or she previously elected to bank, the employee shall be required to schedule the holiday time off pursuant to Article 20 and subject to any applicable provisions of this Article 21. Payment in lieu of time off for any banked holiday shall be 10.5 hours at the employee's regular rate of pay.

B. Personal Day

- 1. In addition, each employee will be granted two (2) personal days 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 two (2) personal days per year, on any day within that calendar year other than on holidays as defined in this Article.
- 2. The personal days 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. For the purposes of this article there will be two categories of employees, staff and line. Staff employees shall be those of the uniformed ranks assigned to a fixed, Monday through Friday schedule and are not counted as daily staffing for overtime purposes excluding the Chief Officers. Line employees shall be those of the uniformed ranks assigned to the rotating 24 on-48 off-24 on-96 off schedule excluding Chief Officers. Only one (1) employee per category shall be off on a personal day per platoon. The personal day 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 two (2) personal days equal to two (2) full shifts (a day or a night shift) per calendar year. The personal day may be combined with one (1) banked holiday to equal a 24-hour personal day off. 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). For purposes of this Article, the day shift shall be 0800 – 1800 and the night shift shall be 1800 – 0800. However, for purposes of this Article, 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 within nine (9) hours of the end of his/her shift (as defined above in this paragraph) shall be charged hour for hour.
- B. The City may require, upon notice or request in writing from the Fire Chief, that a Unit employee provide a certificate from their medical provider prior to returning to work from an absence of three (3) or more consecutive shifts (based on the member's regular schedule). The City shall reimburse reasonable costs incurred by the employee to obtain the certificate. For the purposes of this article, licensed medical provider shall mean a licensed MD, Physician's Assistant, Nurse Practitioner or Mental Health Clinician. Employees returning to work without a medical certificate will not be permitted to return to work until they provide a medical certificate to the Chief or his designee. Any employee who is so required and arrives for their scheduled shift (or to swap on, etc.) without the appropriate note shall be unpaid or may use vacation time to cover their absence during any time needed to obtain the certificate.

1. Union employees are encouraged to utilize accrued sick leave as outlined in this Agreement to ensure that employees have adequate sick leave available for covered injuries, illnesses, and care of their family members. To this end, the Chief or his designee may review the sick leave use of Union employees from time-to-time to determine if there is misuse of sick leave. Sick leave misuse may include, but shall not be limited to the following:

- a.) Use of sick leave as soon as it is credited to the employee.
- b.) Use of sick leave on days for which leave had been previously requested but denied.
- c.) Use of sick leave on a particular day of the week on a repeat basis or for a period of time.
- d.) Use of sick leave that corresponds with an undesirable work assignment.
- e.) Use of sick leave, even if a one-time occurrence, that demonstrates apparent misuse.

If the Fire Chief or his designee finds evidence of sick leave misuse upon review, disciplinary action may be imposed. Absent gross misuse of sick leave or misconduct, the first offense will normally not result in disciplinary action above a written warning. However, subsequent offenses may result in further disciplinary actions up to and including termination of employment.

- C. One-half (1/2) 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 (%) 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, 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 makes an election as set forth in Section F below, 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 A - Retirement Calculation Sheet.
- F. Employees who retire and have an unused balance in excess of one hundred days (1,050 sick leave hours), may choose to take an early retirement, receive payment for

accumulated sick leave or some combination thereof, for up to half of their accumulated sick leave hours, not to exceed one hundred fifty (150) days (1,575 hours) (i.e., a maximum of 787.50 hours) at a rate equivalent to 90% of the employee's rate of pay at retirement, provided that any early retirement shall not exceed 12 weeks (504 sick leave hours). For purposes of this section, early retirement may be taken anytime after an employee is within three months of retirement eligible age. This provision shall apply to all employees, provided that employees who have at least fifteen (15) years of service with the City of South Portland as of July 1, 2024 may elect within thirty (30) days of the ratification date of this contract by both parties to remain eligible for the provisions of Section E above. This shall be a one-time election and may not be changed in the future.

- G. An employee may cash in up to 250 hours of accrued sick leave per calendar year at one-half (50%) of their total hourly rate of pay. To be eligible for this voluntary sick leave cash-in, the employee shall submit a completed and signed "Election of Sick Leave Cash-In" form to the Human Resources Office between November 15, and not later than December 15, prior to the next calendar year in which the cash-in will be effective. As an option to the lump sum cash payment, an employee may elect a pre-tax contribution to an ICMA 457 Plan, Section 125 Flexible Spending Account (FSA), or divide the sum in any proportion between the three options. Once made, this election is irrevocable.

Notwithstanding the above, an employee must have a minimum of 1,575 hours (150 days) of sick leave remaining in their sick leave bank at all times. A cash-in election may not reduce his or her available sick leave below 1,575 hours (150 days).

Sick leave cash-in payments will be made no later than January 31 of the year for which the cash-in is elected.

Voluntary sick leave cash-in payments are treated as Maine Public Employees Retirement System (MEPERS) non-eligible wages.

- H. Starting July 1, 2024, an employee who has been employed with the Department and uses no sick leave in a six-month period (January 1 – June 30 and/or July 1 – December 31) will receive an incentive of 10.5 hours at their regular rate of pay. This incentive shall not be considered for purposes of overtime calculation.
- 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.

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;

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) if it is a night or day for the purpose of computing sick time usage;
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 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, grandchild, 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 re-schedule 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 re-schedule vacations during the months of July and August.

ARTICLE 26 - SERVICE ABOVE RANK

- A. This article only applies to the temporary appointment of personnel who are placed in charge of a platoon caused by a long term vacancy or short term vacancy of an officer

which is not filled under the provisions of the command contract. For the purpose of this article a long term vacancy is defined as any vacancy of an officer longer than thirty (30) days and a short term vacancy is defined as any vacancy of an officer shorter than thirty (30) days.

- B. Any employee assuming the duties of above rank shall have completed NFPA Fire Officer 1 and five years in grade. Employees will be offered the opportunity to voluntarily complete the NFPA Fire Officer 1 through an online program. In the event there is not an eligible employee to assume the above rank duties, a command officer shall be hired regardless of staffing. If no officer voluntarily takes the job, privates with certification will be offered the overtime before forcing a command officer.
- C. The highest ranking Lieutenant candidate from the most recent promotional exam shall assume the duties above rank in the event of a long term vacancy and shall be compensated at the rate for the higher position while performing said duties. The pay rate for a Lieutenant serving in this role during a vacancy shall be the base rate of pay at step one on the Lieutenant pay scale plus the stipends applicable to the employee for Command EMS licensure level and any other applicable stipends under the Command contract.
- D. A private who assumes command in the absence of a Captain or Lieutenant on a short term vacancy, or in the absence of a Captain or Lieutenant is placed in charge of a platoon for five (5) hours or more, shall be paid a \$3.50/hr. stipend in addition to his or her regular base rate. This stipend is not part of the regular base rate for purposes of calculating overtime pay.

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 (1/4) 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 (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, 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.

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. The Parties agree to negotiate and execute a Sidebar Agreement to establish a Retire/Rehire program in substantially the same form as the program established with the Command Unit.

ARTICLE 29 - CLOTHING ALLOWANCE

A. Beginning July 1, 2024, all current employee clothing allowance balances will be reset to zero. Beginning July 1, 2024, and each July 1 thereafter, employees shall receive a cash payment equal to five hundred dollars (\$500) provided the employee has successfully completed one-year of employment. This cash payment may be used by the employee to purchase uniforms, station wear or protective gear approved to be purchased or worn while on duty or performing any fire department function. In the first fiscal year of the contract (July 1, 2023 – June 30, 2024), if an employee has not spent \$500 under the former provisions of this Article and provides receipts to the Fire Chief for all purchases of uniforms, station wear or protective gear, the City will pay the employee the difference between what they have spent under the former provisions of this Article and \$500, not to exceed \$150.

The Unit agrees that the City may deduct any amount spent by an employee from the clothing allowance after July 1, 2024. For example, if an employee would have been eligible to receive a total of \$650 on July 1, 2024 pursuant to the paragraph above, and they have spent \$100 since July 1, 2024, the employee will receive \$550.00 as a clothing stipend for 2024 ($\$650 - \$100 = \$550$). The Unit also agrees that the City may deduct any amount overspent by an employee from the clothing allowance that ended June 30, 2024. For example, if an employee spent more than the allowance for any category under the provisions of this Article in the Agreement in effect immediately preceding this Agreement, the City will deduct the overage from the amount the employee would have been eligible to receive on July 1, 2024 pursuant to the paragraph above.

B. Upon acceptance of employment by the City of South Portland the city shall provide the

following articles of clothing and personal protective gear prior to the reporting individual for work on the first day.

1. Effective July 1, 2023, the City shall purchase two sets of protective clothing, which shall be replaced on an as needed basis as determined by the Chief or designee. The purchase of protective clothing purchased under this provision will be staggered at five-year intervals. Protective clothing shall include and be defined consistent with 26 M.R.S.A. 2103, and may include one (1) pair of bunker pants including suspenders, one (1) bunker coat, one (1) pair of boots, one (1) particulate-blocking hood, one (1) helmet with face shield and one (1) pair of gloves, (1) reflective rescue coat.
2. The Department issued bunker coat and bunker pants shall be black in color.
3. Two sets of work uniforms. A set of work uniforms shall be defined as a class B work shirt, t-shirt, pants, boots, hat, and belt. One job shirt shall also be provided as part of the work uniform. All items to be chosen out of section 2 in Item A.
4. Probationary employees shall receive an initial maximum clothing allowance of \$250.00 on their appointment date. This amount shall be pro-rated at an amount of \$20.83 a month for each month of service, starting at the appointment date and ending at the preceding July 1st. After this initial amount, the employee shall receive the regular amounts each July 1st as stated in article A of this section. Only employees hired after July 1st, 2016 shall be eligible for this benefit.
5. Upon successful completion of the probationary period of employment, the city shall provide all articles needed for a Class A dress uniform. The dress uniform shall be for regular line firefighters only and shall not include any parts of the uniform for the honor guard. The dress uniform shall consist of (1) long sleeve dress shirt, (1) set of dress shoes, (1) blouer or equivalent dress coat, (1) pair of dress pants, (1) Bell cap, (1) black tie, and associated patches or embroidery.

E. Employees may purchase from his/her clothing allowance one (1) additional set of protective clothing. This additional set of gear must comply with Department requirements.

G. 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 or the employee's direct supervisor that an article of clothing that is not protective gear was ruined in the line of duty or at a specific incident, the deputy in charge of clothing or the chief of the department shall have the discretion to replace items at no cost to the employee. (By no cost, the employees clothing allowance will not be charged as a result of loss of an item, the city shall born all costs to replace the items that are ruined, as determined by the Chief or Deputy Chief). This shall be evaluated on a case by case scenario, based on the specific details of the incident in which the item

was ruined. 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.

- H. 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. Any items purchased jointly between the city funds and employee funds, the article of clothing or gear will become the property of the employee.
- I. Upon retirement the employee is eligible for a payout of \$100.00 of the remaining balance of their clothing allowance after July 15t, 2017. This payout shall be calculated into the Final Payout appendix at the end of the working agreement. The payout shall not apply if the employee decides to utilize the clothing allowance within 3 months of retiring.
- J. Employees will not be allowed to have a negative account balance at any time. In the event that an employee needs to replace an article of clothing that is not PPE, and is not considered to be an emergency, the employee will be responsible for the replacement cost. Emergency will be defined per item C of this article.
- K. Determination of when an approved item can and cannot be worn will be set forth in SOP 5.213. The administration and clothing committee will work collaboratively to make changes to SOP 5.213 prior to July 1", 2016 and annually as needed during the 45 day no purchase period. Changes to SOP 5.213 must reflect but are not limited to looking professional, comfort of the garment, heat emergency declaration, and time/place an item can and cannot be worn. The officer of the crew will have authority to request any article of clothing be removed from service if it is faded, soiled, ripped, torn or in any way disrespects the department.
- L. The city shall maintain a list of preferred vendors for clothing. The preferred vendors are vendors that have been established by the city and the city has a direct account for payment with. Annually the preferred vendor list shall be updated each July 15t. In the event that the firefighter needs to purchase an article of clothing at any time and following item C above, the firefighter can charge the item to his/her clothing account. Documentation of such purchase shall be forwarded to the officer in charge of clothing.

Current Approved Vendors as of 01/16:
Admiral Fire & Safety
Allen Uniforms

- M. In the event that the employee / firefighter purchases an item that is found in the

approved clothing catalog but is not from an approved vendor, the firefighter / employee shall utilize their own funds to make such a purchase. Upon submittal of necessary documentation (receipts) to the fire department secretary, the city shall utilize the clothing allowance of the purchasing employee to reimburse said employee for the amount of each purchase. If a non-approved vendor is utilized the employee shall obtain reimbursement within 2 weeks from time of submittal to the fire department secretary, so long as the submittal is before the Wednesday of the given week and the employee is in the city system as a vendor and has an established vendor number. If no vendor number has been created, the reimbursement shall not be longer than 30 days from the time of submittal. A vendor number is a number that is given to each employee (not the employee ID number) that allows the city to track purchases. Once the employee is set up in the system, they remain in the system and will not have to wait the 30 days or go through the set up process again.

- N. During the 45 days before June 1st no purchase period, the approved clothing catalog will be updated to reflect any items that need to be evaluated or modified. Evaluation or modification shall include discontinuation of an item, assess the durability of an item that does not perform to the standards of the City and/or the Local, or a superior item has come on the market. A committee of 4 privates and the deputy in charge of clothing will be assigned to performing this task. At the end of the 45 day period of evaluation, the approved clothing catalog will again be closed with any and all changes being approved by the Chief of the Department and Local 1476 President. Once approval has been reached the approved clothing catalog will be updated no later than July 1st.
- O. In the event that a vendor stops carrying an item or if for any reason an item is discontinued as a result of a supply issue, or any issues arising out of a vendor changing item numbers or reference I.D. numbers, these items will be allowed to be worn until they do not meet the standards of section L of this article. Reference numbers / item I.D. numbers can be changed at any time by mutual verbal agreement of the Union President and Deputy in charge of clothing in order to facilitate the ordering process.

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. In no case shall an employee's hair style interfere with the wearing of personal protective fire equipment and/or uniform attire.
- B. Mustaches shall be permitted per Appendix A to SS 1910.134 Part(A)(9). 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

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:

Coordinate the EMS program with the EMS Deputy Chief.

Conducts Quality Assurance reviews.

Coordinates all in house EMS training with the training Deputy Chief as well as the line officers.

Orders EMS supplies and maintains all EMS Equipment.

Assists with EMS budget preparation.

Deals with EMS issues with the line and chief officers.

Serves as a staff position to Chief on EMS issues.

Assists with and provides public education on EMS issues.

Will assist in the planning phase of mass gathering events within the city.

When time permits, may be required to assist a chief officer with special project needs as approved by the Chief of the Department.

Coordinates with regional EMS Office, County Rescue Chiefs and Maine EMS as required.

Must become a CPR instructor for the Department,

Emergency Response - will respond when available to critical care calls when an engine is requested or needed, may perform firefighting duties if directed.

Working Fires - may be assigned any duties or tasks as deemed necessary by Command.

When available, shall be the primary responder, when both units are tied up on calls.

When available, can be called back for long term incidents.

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 Chiefs 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 (three years as a Paramedic) 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 the 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 conduct all interviews of candidates. The review board shall consist of the following:

- City Manager or designee
- Fire Chief
- EMS Deputy Chief
- One line officer
- One Paramedic from the Firefighter's bargaining unit

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 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.
4. The EMS Coordinator's work schedule shall be as follows: a forty-two hour work week, a flexible work schedule approved by the Chief. 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 all other overtime jobs as outlined in Articles 16 and 17. The EMS Coordinator shall be able to accumulate 42 hours of compensation time. Each hour of Overtime earned will count for and may be use as one and a half hours of compensation time when used. This time earned shall be cashed out if returning back into the rank of private. If promoted to an officer, the EMS Coordinator can either cash out, or carry over up to 42 hours of compensation time.
5. 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.
6. The wages for the EMS Coordinator are listed in Article 15 — Wages, Section A.

7. The EMS Coordinator may purchase up to six sets of work uniforms annually from their clothing allowance.
8. The EMS Coordinator position shall be transferred to the Command Unit effective January 1, 2025, or sooner if an employee holding the position of EMS Coordinator is promoted to Lieutenant before such time. The foregoing provisions of Article 34 shall thereafter be repealed for purposes of this Agreement.

ARTICLE 35 – LABOR-MANAGEMENT RELATIONSHIP

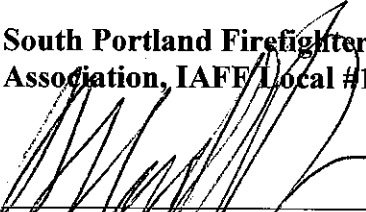
- A. The Parties agree to establish and maintain a “Labor Management Relationship” through which the City, the Fire Department, the Union and all Fire Department employees shall work together to create a workforce that is highly motivated, multi-skilled, and technologically advanced to meet the ever-changing needs of the Fire Department and the City. Furthermore, the Parties agree to implement this relationship with a firm commitment to avoid an adversarial relationship and work together towards developing and maintaining a quality Labor-Management Relationship that fosters mutually beneficial outcomes. To this end, the Parties agree to establish and maintain a Labor-Management Partnership Committee, which will develop any guidelines necessary to conduct its business.
- B. During the term of this Agreement, the Labor-Management Committee shall conduct a joint wage survey to review the wages and benefits of the Union employees in comparison with a mutually agreed upon group of comparable municipalities and departments.
- C. During the term of this Agreement, the Labor-Management Committee shall review the rules and regulations adopted by the Maine Department of Labor in connection with Maine’s Paid Family Medical Leave law and identify whether such law or rules impact either party.

ARTICLE 36 - TERM OF AGREEMENT

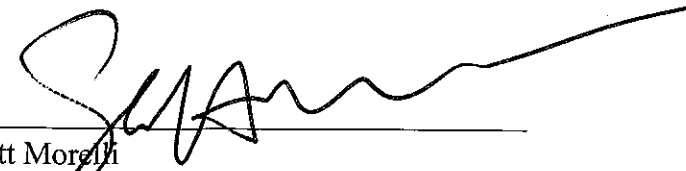
- A. This Agreement governs the rights of the parties from July 1, 2023 to June 30, 2026. The City and the Union agree that should this Agreement expire prior to the signing of a successor Agreement, all the provisions of this Agreement shall remain in force.

In WITNESS THEREOF, the City has caused this Agreement to be executed and its corporate seal to be affixed by Scott Morelli, its City Manager, thereunto duly authorized by the City of South Portland, as of this 18th day of September 2024, and the Union has caused this instrument to be signed by, Michael Williams, its President, thereunto duly authorized as of the day and year first written above.


South Portland Firefighters
Association, IAFF Local #1476


Michael Williams, President

City of South Portland, Maine


Scott Morelli
City Manager


Ryan Norton


Phil Selberg
Fire Chief


George Ouillette

APPENDIX A

RETIREMENT CALCULATION SHEET

Final payout for firefighters based on the Collective Bargaining Agreement:

1. Sick Leave Payment
- A. 1/2 of 150 days = 75 days

B. 75 days x 1/5 week's pay
2. Early Out for employees who elect at ratification
- 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

E. Lump sum payment is total hours times hourly rate pursuant to Article 23, Section
3. Early Retirement for all other employees
- A. Must have balance of at least 1,050 hours

B. Total balance in excess of 1,050 hours x 50% (not to exceed 787.50 hours)

C. Total hours from B above x 90% of rate of pay at retirement

D. May receive pay or take early retirement not to exceed 504 hours

E. Early retirement time limited to within three months of eligible retirement age
4. 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)
5. Holidays
- A. Thirteen (13) days - numbers used or paid year-to-date = No. of days

B. No. of days x 1/5 of weekly pay