

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF SOUTH PORTLAND

AND

IAFF LOCAL #1476

SOUTH PORTLAND

PUBLIC SAFETY DISPATCHERS

(Telecommunicators)

July 1, 2021 to June 30, 2024

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1
2
3 **ARTICLE 1 – PREAMBLE**
4

- 5 A. This Agreement is made and entered into by and between the City of South Portland, hereinafter referred to
6 as the "CITY" and Local #1476 of the International Association of Firefighters, AFL-CIO, hereinafter
7 referred to as the "ASSOCIATION," pursuant to the provision of Chapter 9-A Revised Statutes of Maine
8 Title 26, as enacted by the Maine Legislature in 1969, entitled "An Act Establishing the Municipal Public
9 Employees Labor Relations Law" and as amended.
10
11 B. In order to increase general efficiency in the City, and to promote the morale, equal rights, well-being and
12 security of its employees, the City of South Portland, Maine, and Local 1476 of the International Association
13 of Firefighters herein bind themselves in mutual agreement as provided in this Agreement.
14
15 C. The parties acknowledge that the Cities of Portland and South Portland have consolidated emergency dispatch
16 operations. All new employees hired after the effective date of consolidation will be employees of the City of
17 Portland and covered by the terms of the collective bargaining agreement between IAFF Local 740 and the
18 City of Portland. Only South Portland telecommunicators employed as of the date of consolidation will be
19 covered by this collective bargaining agreement in order to grandfather those employees in regard to their
20 existing pensions and insurances. A listing of all such employees is attached as Appendix A. Notwithstanding
21 the foregoing, all employees covered by this Agreement are subject to the Policies and Procedures of the
22 Portland Police Department as applicable to employees of the Emergency Communications Division and all
23 day to day management of the South Portland employees are under the direction and supervision of the
24 Portland Emergency Communications Director.

25
26 **ARTICLE 2 – RECOGNITION**
27

28 The City recognizes the Association as the sole and exclusive bargaining agent for all regular full-time
29 public safety dispatchers (also referred to as telecommunicators) for the purposes of collective bargaining
30 and entering into agreements relative to wages, hours of work, working conditions, and contract grievance
31 arbitration. The Association shall have the right to participate in all disputes over the interpretation and
32 application of this Agreement, and the results of any grievance of an employee who is not represented by
33 the Association during that grievance shall be non-precedent setting.
34

35 **ARTICLE 3 – ASSOCIATION SECURITY**
36

37 The relationship between employees who choose not to be an Association member and the Union shall be
38 governed by the Association's bylaws, including representation services and any associated fees. The City
39 shall not interfere or assist in Association discipline for non-payment of any services or fees
40

41 **ARTICLE 4 - DUES DEDUCTION**
42

43 The City shall deduct Association dues weekly, upon receipt of a signed authorization of members of the
44 Union, who shall sign deduction form cards. The City shall forward to the treasurer of the Association such
45 deductions each month. The City shall maintain regular deduction of dues of each member unless notified
46 otherwise by the Association's Treasurer or by the member. The City has no obligation to pay the
47 Association any dues payment for an employee if the employee has not signed said deduction form card.
48

49 The Association shall indemnify and save the City harmless against all claims and suits which may arise by
50 reason of any action taken in making deductions and remitting same to the Association pursuant to this
51 Article, said indemnification to include all costs and attorney's fees resulting from any such claims or suits.

52 Notwithstanding the above, noting herein shall be construed as requiring employees represented by the
53 Association to become or remain members of the Association.
54

55
56 **ARTICLE 5 – MANAGEMENT RIGHTS AND DEPARTMENTAL RULES**
57

58 The City retains all rights and authority to manage and direct its employees except as otherwise specified
59 in this Agreement. The Association acknowledges the right of the City to make appropriate rules and
60 regulations governing the conduct and qualifications of its employees, provided they are not inconsistent
61 with the provisions of this Agreement. Except as otherwise provided in this Agreement, the foregoing
62 shall not constitute a waiver of the duty to bargain regarding mandatory subjects of bargaining.
63

64 **ARTICLE 6 - ON THE JOB INJURIES**

65 A. Injuries
66

- 67 1. An employee covered by this Agreement who is injured on the job but such injury is not extra hazardous
68 shall be entitled to benefits only pursuant to the Workers' Compensation Act. In the event of a non-
69 hazardous injury, an employee can use accumulated sick or other accrued paid leave to make up the
70 difference between their net take-home salary at the time of injury and benefits payable under Workers'
71 Compensation and to make the 7-day waiting period.
72
- 73 2. In the event an injury is determined to be extra hazardous, the 7-day waiting period shall be paid as
74 part of the extra hazardous compensation due to the employee.
75
- 76 3. Employees receiving Workers' Compensation benefits under this article, whether an extra hazardous
77 injury or not, shall continue to accrue sick and vacation benefits during the first twelve (12) months
78 of incapacity. Employees shall not accrue or receive payment for holidays during the duration of their
79 incapacity. Employees may take vacation leave while out on Workers' Compensation, but in no case
80 shall they receive double payment for vacation time.
81
- 82 4. Employees out on Workers' Compensation, whether an extra- hazardous injury or not, must pay their
83 pension contribution based on the wage portion of the Workers' Compensation benefits that the
84 employee receives. All pension payments will be made pursuant to the rules of the Maine Public
85 Employees Retirement System (Maine PERS). If payment is not made within thirty (30) days of when
86 the employee receives the Workers' Compensation benefit, the employee will be responsible for
87 accrued interest until all contributions are paid.
88
- 89 a. Retirement service credit will be provided only for time for which pension contributions have been
90 made.
91

92 B. Transitional Work Program
93

- 94 1. It is the goal of the City of Portland and South Portland to assist an employee who sustains a work-
95 related injury to return to the positions they held at the time of their injury. To that end, the City has
96 defined specific work assignments or "Transitional Work" that will be made available to those workers
97 who, in the judgment of the City, will probably be able to return to "Regular Work" within three (3)
98 years of the date of injury. This decision will be based in part on information provided by health care
99 professionals.
100

101 2. "Transitional Work" is defined as a temporary job assignment created for the purpose of this provision
102 or a regular job assignment that has been modified to eliminate or significantly limit one or more of
103 its essential functions temporarily for the purpose of this provision.

104
105 3. "Regular Work" is defined as the position the employee held at the time of injury or, in the event that
106 position is not available, another suitable position.

107
108 4. Eligibility

109
110 a. Participation in the Transitional Work Program will be limited to a period of three (3) years after
111 the date of initial injury. In order to be eligible for assignment to Transitional Work, an employee
112 (1) must have sustained an injury arising out of and in the course of employment with the City of
113 Portland; (2) must have the approval of a treating physician; and (3) must sign a Transitional Work
114 Agreement. The City will provide Transitional Work within the injured employee's department
115 providing such work is available.

116
117 b. See Appendix B for a sample trial work agreement.

118
119 5. Duration of Assignment

120
121 a. An employee who meets the eligibility requirements in this policy will be assigned to the next
122 available Transitional Work assignment and will be permitted to work up to ninety (90) days in
123 that assignment. If at the end of the ninety (90) day period, the employee has not been released to
124 Regular Work, the employee will no longer be eligible for Transitional Work unless further
125 medical evidence is presented that permits the City to believe that, with reasonable further periods
126 of Transitional Work, the employee will probably be able to return to Regular Work. If such
127 evidence is provided, the City may offer additional periods of Transitional Work for up to three
128 (3) years from the initial date of injury.

129
130 b. If, during the course of the Transitional Work, it becomes evident to the City that the injured worker
131 probably will not be able to return to Regular Work within three (3) years of the date of injury, the
132 Transitional Work may be terminated. Such employees retain any rights they may have under
133 M.R.S.A. Sec. 217 with regard to employment rehabilitation.

134
135 C. Re-employment within Three Years of Date of Injury

136
137 1. If an employee becomes capable of performing the essential functions of the position held on the date
138 of injury, with or without reasonable accommodation, within three (3) years of the date of injury, the
139 employee may return to work in that capacity. Upon return to work, the employee shall receive pay
140 and benefits at the level they would have received if the injury had not occurred.

141
142 2. If the employee cannot return to the position held on the date of injury within three (3) years of the
143 date of injury, the City will evaluate the employee's ability to perform other permanent assignments
144 at an equal or lower pay grade within the bargaining unit.

145
146 3. Upon a determination of capability to work, the employee will provide the City with their current
147 medical restrictions and the positions they wish to be considered for if unable to return to "Regular
148 Work". If the employee is able to return to work for the City, but not in the position held at the time
149 of injury, pay and benefits shall be determined by the City under the appropriate bargaining agreement
150 and with concurrence of the bargaining unit representative. If the employee should return to a non-
151 union position, the City's Non-Union Personnel Policy will determine pay and benefits.

- 152
153 4. The acceptance or refusal of appointment to a position other than the position held on the date of injury
154 shall not terminate the employee's right to seek re-employment in the position held on the date of
155 injury.
156

157 **D. Termination of Employment**
158

- 159 1. In those cases in which an employee has been unable to perform all the essential functions of their
160 Regular Work for three (3) years from the date of injury, the employee may be terminated from
161 employment. The termination is non-disciplinary. In the event of termination, the employee will
162 receive at least ninety (90) day notification of the termination process and, at the same time, will be
163 requested to provide a current medical report which assesses their ability to return to regular Work
164 within the ninety (90) day period.
165
- 166 2. If unable to return to Regular Work by the date specified in the ninety (90) day notification listed in
167 Paragraph D.1, and providing the up-dated medical evaluation indicates a work capacity, the employee
168 will provide the City with their current medical restrictions and the positions they wish to be
169 considered for as an alternative to termination. The provisions of Paragraph D will apply if the
170 employee is capable of performing another permanent budgeted position with the City that is available
171 within the ninety (90) day period.
172

173 E. Any interpretation or application of the Workers' Compensation Act shall be determined by the Workers'
174 Compensation Board and shall not be subject to the contractual grievance/arbitration procedure as outlined in
175 Article 19 of this Agreement.
176

177 F. Notwithstanding the above, all parties reserve their rights under the Workers' Compensation statute and other
178 applicable State or Federal law. Furthermore, it is not the City's nor the Association's position to limit or
179 restrict, in any fashion, the individual's rights granted by any State statute.
180

181 **ARTICLE 7 - JOB SPECIFICATIONS**
182

- 183 A. The City will make available to employees, upon request, job descriptions which outline the duties of each
184 employee (including but not limited to public safety telecommunicators and supervisors) in the unit. The City
185 agrees to submit all new and revised job descriptions covered by this Agreement to the Association for review
186 and recommendations. Said recommendations must be submitted to the Director of Human Resources within
187 ten (10) working days after receipt of the job specifications. However, nothing contained herein or in the job
188 descriptions shall be construed as diminishing the current duties of employees (except telecommunicators
189 shall not be required to undertake major maintenance, construction or repair of departmental property), or as
190 limiting the City's ability to assign additional duties as necessary, or as limiting duties to those consistent with
191 prior practice. The foregoing is not intended, nor may it be construed to be a bargaining waiver for changes
192 that would materially and significantly impact employees.
193
- 194 B. A copy of the current job descriptions for telecommunicator and telecommunicator supervisor are attached as
195 Appendix C -1 and C-2.
196
- 197 C. Employees, other than electrical employees, shall not be detailed to other departments of the City except in
198 case of emergency affecting the health, safety and welfare of the City.
199
- 200 D. Employees shall not use any information, confidential or otherwise obtained during their employment with the
201 City in any way other than in the performance of their duties and shall use their best efforts to prevent and
202 protect the confidentiality of the information.

203
204
205
206
207
208 **ARTICLE 8 - STAFF MEETINGS**
209

- 210 A. The City agrees to compensate off duty employees for attendance at mandatory staff meetings posted by the
211 Emergency Communications Director, or their designee, in accordance with this Article. The purpose of the
212 staff meeting and/or the agenda for the meeting shall be included in the posting notice. Compensation for
213 these meetings for off-duty personnel shall be three (3) hours of straight time pay or time and one-half pay
214 for actual hours spent in the meeting, whichever is greater.

215
216 Any mandatory staff meeting must be posted seven (7) calendar days in advance. An employee shall not be
217 required to attend any meeting while on a pre-approved or authorized leave, such as vacation, sick,
218 bereavement, disability, personal education, military, Family and Medical Leave (FMLA), holiday, other as
219 defined in Articles 17 (Sick Leave), 18 (Other Leave) and 22 (Vacations) of this Agreement.
220

221 **ARTICLE 9 - FILLING OF JOB VACANCIES**

222 A. New Hires:

- 223 1. For purposes of this Article, a job vacancy shall be determined to exist only after official City approval to
224 fill the vacant position has been obtained. Except as provided in Paragraph 2 below, job vacancies shall
225 be posted on Departmental bulletin boards for a minimum of seven (7) working days and a copy shall be
226 forwarded to the President of the Union.
227
228 2. The City is not required to post job openings prior to offering that opening to a bargaining unit employee
229 in order to fulfill its requirement to make reasonable accommodation in accordance with federal or state
230 law.
231
232 3. Applicants for unit vacancies shall be evaluated by the Department Head, or designee, in accordance with
233 the following criteria: 1. Qualifications; 2. Experience; 3. Seniority; 4. Performance; 5. Special Training
234 or Skills; 6. Job-Related Aptitude Test.
235
236 4. All new hires shall be employees of the City of Portland and shall be added at the bottom of the seniority
237 list in Appendix D according to their date of hire.
238

239 B. Transfers:

- 240
241 1. Bid Process: The transfer opportunity will be posted within thirty (30) days of the occurrence of the
242 vacancy as defined above. The posting will include the date and time phone calls or a virtual setting will
243 be made to eligible employees in order to fill the vacancy. The Emergency Communications Director or
244 designee shall call or use a virtual setting for the open position(s), starting with the most eligible senior
245 employee and offer them the open vacancy and any other open vacancies that may be created with the
246 filling of the open position. If an employee is not going to be available via telephone or virtual setting
247 during the hours specified, it is the employee's responsibility to notify the Emergency Communications
248 Director or designee of their interest in any potential transfer prior to the posted time for the telephone
249 calls.
250

251 a. Transfer bids will be awarded based on seniority pursuant to the seniority list attached as Appendix D,
252 except as provided in Appendix E and G-2 for supervisors; however, transfers may be denied for
253 reasons related to the safe and efficient operation of the Emergency Communications Center.
254

255 b. The employee who is awarded the transfer will be notified in writing of the transfer date, which shall
256 be within ninety (90) days of the posting of the notice.
257

258 2. After completion of the bid process in Paragraph B.1 above, but prior to determining the post-training
259 assignment for a new hire in Telecommunications, current employees of both Portland (who are covered
260 by the Agreement with Local 740) and of South Portland will be allowed to request a transfer to the shift
261 where the vacancy then exists providing they hold the same classification as the vacancy. Such requests
262 will be considered by seniority and may be denied for reasons related to the safe and efficient operation
263 of the Emergency Communications Center. If a request is granted, the employee will be notified in writing
264 of the transfer date which shall be within one hundred and twenty (120) days of the posting of the notice
265 under Paragraph B. 1 above.
266

267 Mutual shift changes (i.e. from 5-8's to the combination of 2-8's and 2-12's or vice versa) between
268 employees of the same classification will be allowed provided all parties, including the respective
269 Supervisors and the Emergency Communications Director are in agreement and neither of the positions
270 will be a probable vacancy within a year. Neither person may participate in future bidding for six (6)
271 months.
272

273 **ARTICLE 10 –MEDICAL AND LIFE INSURANCE**

274 **A. Medical Benefits**

275
276
277 1. The City shall continue to offer group health and hospitalization coverage and benefits to employees and their
278 eligible dependents through the Maine Municipal Employee's Health Trust (MMEHT) pursuant to the terms
279 and conditions of this article. The Association recognizes that the City may change or offer alternative health
280 insurance programs including, but not limited to insurance providers of group health and hospitalization
281 coverage and benefits or to self-insure so long as the new or alternative coverage and benefits are
282 "substantially similar" to the MMEHT Comprehensive Point of Service Plan C (POS-C) for employees
283 enrolled in the MMEHT Traditional Point of Service Plan A (POS-A) or Plan POS-C, or MMEHT Preferred
284 Provider (PPO-500) Plan for employees enrolled in this plan. The phrase "substantially similar" is intended
285 to accommodate minor changes in coverage provisions. Unilateral changes in the terms of coverage imposed
286 by the MMEHT, or alternate insurance providers, or as changed by Federal, or State ~~or local~~ law, or rules and
287 regulations, shall not violate this provision, provided that:
288

289 a. The City, by written communication, notifies the Association within thirty (30) days prior to
290 implementation, or as far in advance as is practical of the specific details of any changes or alternatives
291 in health insurance.
292

293 b. The City, subsequent to the written notification shall meet with the Association to discuss the changes
294 or alternatives being proposed.
295

296 c. Should any new federal or state law, rule or regulation be enacted and/or issued impacting the terms
297 and conditions of this article and/or healthcare benefits provided to unit employees, the City shall
298 provide the changes to the Association within thirty (30) days prior to their effective date, or as far in
299 advance as is practical.
300

- 301 2. Without limiting the City's rights under subparagraph 1 above, the City currently offers to employees and
302 their eligible dependents group health and hospitalization coverage and benefits through the Maine Municipal
303 Employees Health Trust (MMEHT) Traditional Point of Service Plan A (POS-A), Comprehensive Point of
304 Service Plan C (POS-C), and Preferred Provider (PPO 500) Plan. Employees may continue to enroll in those
305 plans for as long as they continue to be offered by the City and/or the MMEHT.
306
- 307 a. Effective January 1, 2014, through a Health Reimbursement Arrangement (HRA #1) administered by a
308 company of the City's choosing, the City will reimburse employees and their eligible dependents enrolled
309 in the PPO 500 plan for properly documented deductible and coinsurance up to \$1,125 for single coverage
310 and \$2,250 for single with child and family coverage, on an annual basis. The reimbursement (HRA #1)
311 represents 75% of the deductible and 75% of the coinsurance as determined by the Explanation of Benefits
312 (EOB). If an individual claim has the deductible waived as the result of any applicable MMEHT incentive
313 the employee or their eligible dependent are not entitled to 100% of the coinsurance. In this case, they
314 would be reimbursed at 75% of the coinsurance amount. Employees and their eligible dependents may
315 request their 25% balance be reimbursed from the Health Reimbursement Arrangement (HRA #2), to the
316 extent of funds available, in accordance with section (2, b)
317
- 318 b. Effective January 1, 2014, through a Health Reimbursement Arrangement (HRA #2), employees and their
319 eligible dependents enrolled in the PPO 500 plan are eligible for an additional City-funded \$400 benefit
320 to cover properly documented co-pays, dental, vision and other IRS Code 213 (d) expenses.
321
- 322 c. Effective January 1, 2019, HRA #1 and HRA #2 referred to above shall be discontinued, and these
323 offerings will be replaced with one HRA plan for those employees selecting the PPO 500 Plan. This new
324 HRA shall be administered by a company of the City's choosing and will be available to reimburse
325 employees enrolled in the PPO 500 plan for properly documented co-pay, deductible and coinsurance up
326 to \$1,500 for single coverage and \$3,000 for employee-and-child and family coverage on an annual basis.
327
- 328 d. Effective January 1, 2017, employees who convert from Plan POS-A to the PPO 500 plan shall receive a
329 one-time \$1,000 lump sum payment. Employees who convert from Plan POS-A to Plan POS-C shall
330 receive a one-time \$600 lump sum payment. Employees who change health plans and receive the one-
331 time lump sum payment referenced in (A)(2)(c) shall remain in that health insurance plan for a minimum
332 of two (2) years, or they shall be required to refund the City one-half (50%) of the lump sum payment to
333 enroll in their previous plan. As an option to the one-time lump sum cash payment, employees may elect
334 a pre-tax contribution to an ICMA 457 Plan or Section 125 Flexible Spending Account (FSA.)
335
- 336
- 337 3. The City shall pay premium coverage for:
338
- 339 a. MMEHT Traditional Point of Service Plan A (POS-A)
340
- 341 The City shall pay 100% of the individual premium rate for the employee who elects the
342 Traditional Point of Service Plan A.
343
- 344 Effective January 1, 2015, the City shall pay 97% of the premium rate for single level coverage.
345 The employee portion is 3%.
346
- 347 Effective January 1, 2016, the City shall pay 95% of the premium rate for single level coverage.
348 The employee portion is 5%.
349
- 350 b. MMEHT Comprehensive Point of Service Plan C (POS-C)
351

352 The City shall pay 100% of the individual premium rate for the employee who elects the
353 Comprehensive Point of Service Plan C.

354
355 Effective January 1, 2015, the City shall pay 98.5% of the premium rate for single level coverage.
356 The employee portion is 1.5%.

357
358 Effective January 1, 2016, the City shall pay 97.5% of the premium rate for single level coverage.
359 The employee portion is 2.5%.

360
361 c. MMEHT Preferred Provider (PPO 500) Plan

362
363 The City shall pay 100% of the premium rate for single level coverage.

- 364
365 d. Effective on each anniversary date of the health and hospitalization insurance policy, employees with
366 family or dependent health and hospitalization coverage shall as a condition of participation for the
367 family or dependents' coverage, share in the premium rate increases. Employees through payroll
368 deduction shall be required to contribute one half (50%) of the increase in family or dependent
369 premiums, which will include increased costs caused by changes in benefits unilaterally imposed by
370 providers or as changed by Federal or State law, rule or regulation, whichever is applicable, not to
371 exceed an increase of more than the following: (Annual increases shall be cumulative.)

372
373 Effective 1/1/17
374 Family Dependent
375 \$11/week \$9/week
376

- 377 4. For purposes of this Agreement, "family coverage" shall mean coverage for the employee and spouse and
378 any dependent children. "Dependent coverage" shall mean coverage for the employee with one or more
379 dependent children with no spouse. "Dependents" shall be defined as: a.) Legal spouse; Registered
380 domestic partner (as defined in Maine Revised Statute; Title 22, §2710.) b.) Unmarried, dependent
381 children under the age of 26 whether natural or adopted.
382
383 5. In order to be eligible to participate in the single, family or dependent health and hospitalization plan,
384 employees shall sign the Municipal Employee Health Insurance Premium Contribution Agreement, which
385 authorizes the City to withhold wages through weekly payroll deduction to collect the employee's
386 contribution towards single, family and dependent premium increases.
387
388 6. Employees shall have the opportunity to make such contributions on a pre-tax basis (free from Federal
389 and State taxes and FICA contribution) under the provisions of Section 125 of the Internal Revenue
390 Service Code. Employees shall have the choice of making these contributions on a pre-tax or after tax
391 basis.

392
393 7. CASH PAYMENT-IN-LIEU OF MEDICAL INSURANCE:
394

395 In the alternative, if an eligible employee at the beginning of each year covered by this Agreement elects
396 not to participate in the City-provided medical insurance coverage and documents that they are otherwise
397 covered, or if an eligible employee elects coverage at a level less than the employee is eligible for as a
398 result of their family situation, the City will reimburse the employee thirty-nine (39%) of the City's cost
399 saved as a result of the election of reduced coverage or no coverage. The cash payments under this
400 provision are taxable income and shall be paid to the employee as an addition to their regular paycheck.
401 An eligible employee for the purposes of this provision is any employee who participated in the City's
402 health insurance program during the year immediately prior to the employee's election of this option.

403
404 B. Ryan White Act Benefits
405

- 406 1. The City shall meet the testing and reporting requirements of the federal Ryan White Act, as amended
407 from time to time, regarding the testing of employees for airborne pathogens. Such tests and frequency
408 will be determined by the federal Act and corresponding regulations. In addition, the City will provide a
409 screening to any employee for HIV, AIDS, and HEP-B upon request after a documented exposure event
410 as a result of employment.
411

412
413 C. Dental and Vision Care Insurance
414

415 Members of the unit may voluntarily participate in any Dental and/or Vision Care plan offered to employees
416 at their own cost and through payroll deductions. Employees may enroll a spouse, registered domestic
417 partner and dependent children in the plans. The City is not required to make dental or vision care insurance
418 available to employees. The City shall contract with any dental or vision care provider of its choosing.
419 Participation shall be regulated in accordance with the plan document.
420

421 **ARTICLE 11 – PENSIONS**
422

- 423 A. In addition to Social Security, effective as soon as possible after City Council approval of this
424 contract, the City shall provide to all eligible employees a retirement benefit through Maine Public
425 Employees Retirement System (MEPERS) pursuant to the Consolidated Plan Rule 94-411 Chapter 803
426 Section 8 Subsection 5 (Special Plan Benefit 3C, two thirds of the average final compensation after
427 twenty-five (25) years of creditable service regardless of age..
428
- 429 B. As an alternative to the MEPERS, dispatchers may participate in the City's Deferred Compensation Plan,
430 a defined contribution plan under Section 457 of the Internal Revenue Service Code. The City will match
431 an employee's minimum contribution to the 457 Plan from one percent up to a maximum contribution of
432 ten percent as soon as possible following Council approval of this contract. This Plan is governed by the
433 Deferred Compensation Plan Document amended from time to time by the City Council.
434
- 435 C. An employee participating in Maine Public Employees Retirement System may contribute to the 457
436 Deferred Compensation Plan at their own cost, i.e. with no employer match to such contributions.
437

438 **ARTICLE 12 – SENIORITY AND PERSONNEL REDUCTIONS**
439

- 440 A. Seniority is defined as continuous permanent service in the Emergency Communications Division(s), except
441 as provided for supervisors in Appendix E and G-2 in regard to shift selection and personnel reductions. The
442 combined Portland/South Portland communications seniority list is attached as Appendix D. In the event of
443 personnel reductions, the City will identify in the budget the positions to be eliminated by classification.
444 Individuals will be laid off on the basis of seniority and qualifications. Vacant positions will be eliminated
445 prior to eliminating a filled position.
446
- 447 B. Employees may bump into other unit positions in the following order:
448
- 449 1. The employee will first be offered any suitable vacancy in the unit which the employee is qualified to
450 perform, as determined by the City.
- 451 2. If there are no available positions under Step 1 above, the employee may bump less senior employees in
452 positions which the City determines the employee is qualified to perform.

- 453 3. Employees may opt to accept layoff at any point in the bumping process rather than exercising their
 454 bumping rights.
 455
 456 4. No employee can bump into a promotional classification. An employee who bumps into a position under
 457 Step 2 above will be paid at the range for that position at the step closest to their permanent rate which
 458 does not result in an increase.
 459
 460 5. Employees who are laid off will receive all separation pay to which they would be entitled if they had
 461 resigned in good standing.
 462
 463 6. Seniority rosters will be posted in work locations and sent to the unit president in January of each year.
 464

465 C. Employees who are laid off or who bumped into positions under B.2 above shall have a 15-month recall right
 466 to the classification from which they were laid off and in the reverse order of layoff. An employee on layoff
 467 shall keep the City informed of their current address and the City may rely on its records for the last address
 468 of the laid off employees, and may remove from the recall list any person who does not respond or accept
 469 recall to work within ten (10) days after mailing of notification. A copy of such recall notification shall be
 470 mailed to the President of the unit for their information.
 471

472 **ARTICLE 13 – CLOTHING**
 473

474 13.1. Work uniforms, as described below, will be issued to new employees and replaced on an as needed basis
 475 for all employees.
 476

477 13.1.1. Telecommunicators and Radio Systems Specialist (**):
 478

- 479 a.) 5 polo shirts
- 480 b.) 2 long sleeve fleece
- 481 c.) **Winter jacket
- 482 d.) **Steel toe footwear
 483

484 13.1.1.2. The City agrees to reimburse up to three-hundred dollars (\$300.00) per fiscal year
 485 for the purchase of pants (khaki colored), work shoe/boot and black belt. There will be no
 486 rollover of funds.
 487

488 13.1.3. **Fire Alarm Specialist:** will be supplied with the following items and these items will be replaced
 489 on an as needed basis:
 490

- 491 5 Pairs of trousers
- 492 3 Winter Shirts or sweatshirts
- 493 5 T-Shirts
- 494 1 Fall/Summer Jacket
- 495 1 Winter Jacket
- 496 6 Patches
- 497 1 Pair of Coveralls
- 498 Line gear: Electrical gloves
- 499 Safety Boots with steel toes/shanks
- 500 Safety Glasses
- 501 Hard Hats
 502
 503

ARTICLE 14 - LEGAL AID AND PROTECTION

- 504
505
506 A. The City shall, with the consent of the employee, assume the defense of and indemnify any employee against
507 a claim which arises out of an act or omission occurring within the course or scope of their employment and
508 for which the City is liable under the Maine Tort Claims Act, 14 M.R.S.A. subsection 8101 et. seq. The City,
509 in its discretion, may provide such defense and/or indemnification through a self-insurance program or
510 through insurance coverage limited to Four Hundred Thousand Dollars (\$400,000), including costs other than
511 defense costs for any and all claims arising out of a single occurrence, to be purchased by the City.
512
- 513 B. In any case in which the City is not defending the employee under Paragraph A above, the City will, with the
514 consent of the employee, assume the defense of and indemnify the employee, up to the statutory limits of the
515 Maine Tort Claims Act, against any claim which arises out of an act or omission occurring within the course
516 or scope of their employment and for which the City is not liable, provided that such defense or
517 indemnification is not contrary to public policy, and the City determines that the employee acted in good faith
518 and did not willfully or knowingly violate any Ordinance, rule or regulation of the City.
519
- 520 C. In all cases in which the City has assumed the defense of an employee, the City, acting through its Corporation
521 Counsel, has the right to approve retention of any outside counsel. Further, in all cases in which the City has
522 assumed the defense of an employee, the City Council may, in its discretion, and after consultations with the
523 Corporation Counsel, authorize and accept settlement of the case.
524
- 525 D. It is a condition of the City's obligation to defend and indemnify an employee hereunder that the employee
526 fully cooperate with the City in any claim by or against the City regardless of whether the employee works
527 for the City at the time that the claim is filed. "Full cooperation" hereunder shall include, without limitation,
528 providing information to the City and its attorneys (including attorneys designated or hired by the City),
529 appearing and/or participating as a witness in the case when requested to do so by the City, including without
530 limitation, participating in all pre-trial and trial proceedings. "City" as used under this section shall include
531 officers, employees and agents of the City, including, without limitation, attorneys designated or hired by the
532 City. Except in those circumstances where such full cooperation is in conflict with the advice of the
533 employee's legal counsel or is in violation of the employee's constitutional rights, failure to fully cooperate
534 with the City on any case may result in disciplinary action against the employee and denial of the
535 indemnification obligation hereunder unless otherwise required by the Maine Tort Claims Act.
536
- 537 E. Paragraph D above may not be construed to imply that an employee who is not a defendant has no duty to
538 fully cooperate with the City and its representatives, when the City and its representatives, in their sole
539 discretion, determine that the employee has information relevant to the claim or the defense of the claim
540 against the City or another employee of the City. In such a situation, except in those circumstances where
541 such full cooperation is in conflict with the advice of the employee's legal counsel or is in violation of the
542 employee's constitutional rights, the non-defendant employee has a duty to fully cooperate with the City as a
543 condition of employment.
544
- 545 F. The City agrees to release the employee from their shift for appearances at any necessary proceedings on the
546 date of such proceedings and at the request of the City's designated defense attorney. Should the proceedings
547 conclude prior to the end of the employee's shift, the employee may be required to report for duty for the
548 remainder of their shift.
549
- 550 G. The rights of the City and the members are governed by this article and are not affected by the terms of any
551 policy of insurance.
552
553
554

555 **ARTICLE 15 - UNUSED SICK LEAVE UPON SEPARATION**

556
557 Accrued, unused sick leave shall be paid as follows:

- 558
559 A. One-half (1/2) of accumulated sick leave up to a maximum of seventy-five (75) days of pay shall be paid
560 retiring employees, provided the employee has a minimum sixty (60) days of sick leave accumulated.
561 Retiring employees with less than sixty- (60) days shall not receive any payment. One-half (1/2) of
562 accumulated sick leave up to a maximum of thirty (30) days of pay shall be paid to employees upon leaving
563 city employment provided proper notice is given and the employee has at least ten (10) years of service.
564 Proper notice for the purpose of enforcement of the provision shall be construed to mean two-(2) weeks
565 notice.
566
567 B. In the event that an employee is killed by accidental death in the line of duty while performing a duty for the
568 Public Safety Dispatch, the City shall pay to a surviving spouse or dependents 100% of the employee's sick
569 leave balance.
570
571 C. An employee who retires and has an unused balance in excess of one hundred fifty (150) sick leave days, shall
572 be allowed to take fifty percent (50%) of the accumulated sick leave days over one hundred fifty (150) in pay,
573 not to exceed a maximum of 187.5 days of pay. Employees must give the Emergency Communications
574 Director a minimum of thirty (30) days prior written notice to exercise this early retirement option. This
575 provision applies only to the following employees:
576
577 1. Philip Viola
578 2. Louis Leary
579
580 D. For purposes of this Article, a day is defined as eight (8) hours.

581 **ARTICLE 16 – SUBSTITUTIONS**

582 An employee in the unit may exchange a shift with another qualified employee on another shift, provided:

- 583
584
585 1. The exchange is approved in advance by the Emergency Communications Director or their designee,
586 which shall be denied only for good reason.
587
588
589 2. The City shall not be held responsible for enforcing any agreement made between employees and shall
590 be under no financial obligation to substitute for their duty as a substitution.
591
592 3. Substitutions will not ordinarily be permitted for more than three (3) consecutive shifts.
593
594 4. The substitutions are made between equally or greater qualified employees. It is the responsibility of the
595 employees making the substitution to make sure that the shift being swapped is eligible to be paid back
596 according to the staffing needs of the PRCC when notifications have been made. With regard to
597 qualifications needed,
598 it is understood that the swap on employee who agrees to the substitution will be responsible for covering
599 the shift.

600 **ARTICLE 17 - SICK LEAVE**

- 601 A. Sick leave shall accrue at a rate of one and one-quarter (1.25) days per month with unlimited accumulations.
602 Sick time shall be charged at the rate it is used. A day is eight (8) hours.
603

604 B. Sick leave may be used only in the following cases:
605

- 606 1. Personal illness or physical incapacity of such a degree as to render the employee unable to perform the
607 duties of their position, unless the Department Head or their designee determines that the employee is
608 capable of other work in the Department. If requested, the employee shall furnish the Department Head
609 or designee a certificate from their attending physician. Alternatively, the City may require the employee
610 to submit to an examination by a physician of the City's choosing, said expenses to be borne by the City.
611
612 2. Attendance upon members of the family within the household of the employee when the illness requires
613 care by the employee, including domestic partner and their relatives who live within the household of the
614 employee not to exceed twelve (12) days per year, unless such leave qualifies as FMLA leave.
615
616 3. At the discretion of the Department Head or designee, sick leave may be used in the event of the death of
617 an immediate family member as defined in 18.1.2
618
619 4. Employees who wish to use sick leave to care for a domestic partner or member of their in accordance
620 with 17.2.2 above, or in conjunction with bereavement leave in accordance with 17.2.3 above, must satisfy
621 the eligibility requirements for claiming an individual as a domestic partner under state law or City
622 ordinance.
623

624 B. Sick leave use shall be evaluated by the Department Head or designee on an individual case-by-case basis and
625 in accordance with established departmental procedure.
626

627 C. Personal Leave
628

- 629 1. Any permanent employee working a standard work week who has been employed by the City for twelve
630 (12) consecutive months as of the beginning of the fiscal year is eligible to convert up to two (2) days, or
631 sixteen (16) hours, of previously earned sick leave, vacation leave or compensatory time to an equivalent
632 amount of personal leave. Eligible employees may make the personal leave conversion in accordance
633 with the provisions of paragraph 2 below only during the month of July.
634
635 2. Sick leave will be converted to personal leave at the time the conversion is elected. The personal leave
636 balance will change as personal leave time is used. At the end of each fiscal year, each employee may
637 elect one of the following options: (1) convert unused personal leave to sick leave, or (2) retain unused
638 personal leave for use in the next fiscal year. In no event shall the employee's personal leave balance
639 exceed two (2) days at any time. Neither conversion of sick leave to personal leave nor the subsequent
640 use of personal leave under this section shall be considered to be use of sick leave for purposes of
641 determining eligibility for the Chief's Perfect Attendance Program.
642
643
644 3. The employee will give the Emergency Communications Director or designee as much advance notice as
645 possible but no less than twenty-four (24) hours notice of the use of personal leave. In any case the
646 employee will notify the Emergency Communications Director or designee of the use of personal leave in
647 the same manner as required for sick leave. When using personal leave time, the employee is not required
648 to give the reason for use of such time. Personal leave shall not be used on a holiday and shall not be used
649 on a day for which the employee has requested vacation or other discretionary leave and has been denied
650 that request. Personal leave balances are not payable at separation from employment. However, an
651 employee shall have the option at separation to convert unused personal leave to sick leave.
652

653 4. Any permanent employee working the standard 40 hour work week who uses the equivalent of two or
654 fewer sick days within any consecutive 12 month period may elect to convert 48 hours of accrued sick
655 leave to 40 hours of vacation leave. Two or fewer days is equivalent to a maximum of sixteen (16) hours
656 for employees working a 5/8 schedule or twenty-four (24) hours for employees working a combination of
657 two, eight (8) hour shifts and two, twelve (12) hour shifts.
658

659 4.1. Alternatively, an employee who has 12 or more years of permanent City service and a sick leave
660 balance of no less than 768 hours may elect to convert 48 hours of accrued sick leave to 40 hours of pay
661 at their regular hourly rate.
662

663 4.2. Employees may make one of the above elections only once for any consecutive 12-month period,
664 and only once during any 12-month period.
665

666 4.3. The conversion of sick leave to vacation leave shall not be permitted if doing so would result in
667 exceeding the maximum permitted vacation accumulation.
668

670 **ARTICLE 18 - OTHER LEAVE**

671 **A. Bereavement Leave:**

672 1. An employee shall be excused from work for up to forty (40) hours because of a death in their immediate
673 family, as defined below, and shall be paid their regular rate of pay for the scheduled working hours
674 missed. It is intended that this time off be used for the purpose of handling necessary arrangements and
675 attendance at the funeral.
676
677

678 2. Immediate family is defined as spouse, child, step child, parent, brother, sister, mother-in-law,
679 father-in-law, step-parents, grandparents and grandchildren. Immediate family also includes domestic
680 partner, child of domestic partner, parents and siblings of domestic partner providing the employee meets
681 the City's eligibility requirements for claiming an individual as a domestic partner.
682

683 **B. Funeral Leave:** In addition to the foregoing, 1 shift may be used for attendance at the funeral of the following
684 relatives: aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or other relatives living in the same
685 household as the employee. One (1) shift of funeral leave may be used to attend funeral of relative of a
686 domestic partner similarly related providing the employee meets the City's eligibility requirements for
687 claiming an individual as a domestic partner.
688
689

690 **C. Jury/Witness Duty Leave:** The City shall pay to an employee called for jury duty or as a witness to a case
691 (wherein the employee is not a plaintiff or defendant in the case) the difference between the regular pay and
692 the juror's pay or witness fee upon presentation of an official statement of pay received. This article does not
693 apply to employees required by the City to appear on behalf of the City at a court hearing; such appearances
694 are covered in Article 24.
695

696 An employee excused by the Court for any reason shall be required to return to work promptly thereafter,
697 except when arrangements have been made for replacement for a given work period.
698

699 **D. Military Leave:** Military leave and rights to re-employment after such leave shall be available to employees
700 under the terms and conditions of applicable federal and/or state law as may be amended from time to time.
701 Any person restored to service under such law shall be restored with accrued seniority.
702

703 E. Reserve Service Leave and rights to re-employment after such leave shall be available to employees who are
704 members of the organized military reserves or National Guard, under the terms and conditions of applicable
705 federal and/or state law as may be amended from time to time. For any period of reserve service leave of up
706 to three (3) weeks in any calendar year, the City will pay the difference between the employee's total service
707 pay for said field duty and the employee's regular compensation, the sum of both payments to equal the regular
708 week's pay of the employee had they been in the City service during this period. The employee using reserve
709 service leave shall furnish the Emergency Communications Director with an official statement of reserve
710 service pay received.

711
712 F. Any disputes as to rights under applicable federal and/or state law in regard to military leave and reserve
713 service leave are not arbitrable but may be determined by a court of competent jurisdiction.

714
715 G. Extended Medical Leaves of Absence:

- 716
717 1. Should an employee not be eligible for or have otherwise exhausted other available leave, such as
718 FMLA, or require an extension of leave due to a disability or serious health condition, the employee
719 may be eligible to take a leave of absence pursuant to this section where medically necessary. All leave
720 requests will be reviewed pursuant to applicable state and federal law including but not limited to the
721 Family Medical Leave Act and the Americans with Disabilities Act.

722 Pursuant to the Americans with Disabilities Act (the "ADA") and other applicable Maine law, the City
723 shall provide a reasonable accommodation for a qualified employee with a disability, unless such
724 accommodation would cause an undue hardship on the City. In some instances, a reasonable
725 accommodation may take the form of an extended unpaid leave of absence. The employee must inform
726 the City of the need for an accommodation and should do so as soon as practicable upon becoming
727 aware that a workplace barrier exists. If the need for an accommodation is not obvious or the employee
728 has not already provided sufficient information to substantiate their qualifying medical condition, the
729 City may request documentation of the individual's medical condition. The City may request
730 clarification concerning the nature of the medical condition and the employee's limitations in order to
731 identify an appropriate reasonable accommodation. The City and the employee shall engage in an
732 interactive process to determine an effective reasonable accommodation within as quick a timeframe as
733 is practicable under the circumstances.

734 If leave is determined to be necessary, the initial period of disability leave will be processed as Family
735 Medical Leave, twelve (12) weeks under the Federal law or ten (10) weeks under the Maine law if the
736 disability is a serious health condition as defined by the Family Medical Leave Act and the employee is
737 otherwise eligible.

- 738 2. Absent unusual circumstances, the employee shall submit written notification to their Human Resources
739 representative at least thirty (30) days prior to their anticipated departure stating the probable duration of
740 the leave. The Human Resources representative may require the employee to provide a statement from
741 their physician setting forth (1) the anticipated duration of the disability, and (2) whether they may
742 continue to perform their work assignments.

- 743
744 3. Upon written request of the employee submitted to their Human Resources representative at least two
745 weeks prior to the expiration of the granted leave, and at the discretion of the City Manager, after
746 recommendation of the Emergency Communications Director and the Director of Human Resources, a
747 disability leave of absence without pay may be extended or renewed for an additional period of time.

- 748
749 4. Disability leaves of absence, including extensions and renewals, will not be approved for a total
750 combined period in excess of twelve (12) months from the start of the leave. At the expiration of the

751 twelve (12) months, any requests for extension beyond twelve (12) months will be evaluated according
752 to physician recommendations in accordance with applicable law.

- 753 5. Accumulated sick leave benefits shall be applied to any portion of the requested or required leave so
754 eligible at the option of the employee, but cannot be used to extend a disability leave beyond the
755 twelve-month (12) period.

756 H. Short Term Leave of Absence: A regular employee may be granted a leave of absence without pay by the
757 Emergency Communications Director when approved by the Director of Human Resources, for a period
758 deemed necessary by the employee for the purpose of the leave, but not in excess of 60 days. The employee
759 requesting such leave must make written request at least two weeks in advance of the request date leave is to
760 begin, unless the reason for such leave is of such an emergency nature as to preclude this requirement.
761

762 I. Special Leaves (Long Term): The City Manager, upon the recommendation of the Emergency Communications
763 Director and the Director of Human Resources, may authorize special leaves of absence with or without pay
764 for any period or periods not to exceed one calendar year for the following purposes: attendance at college,
765 university or business school for the purpose of training in subjects relating to the work of the employee and
766 which will benefit the employee and the City service; urgent personal business requiring the employee's
767 attention for an extended period, such as settling an estate, liquidating a business; or for purposes other than
768 the above that are deemed beneficial to the City service. The employee requesting such special leave must
769 make written request at least two weeks in advance of the date leave is requested to begin, unless the reason
770 for such leave is of such an emergency nature as to preclude this requirement.
771

772 J. Family Medical Leave (FMLA);

773
774 1. Consistent with the applicable state or federal Family Medical Leave law, employees may be eligible for
775 unpaid, job-protected leave of up to twelve (12) weeks. Requests for leave pursuant to this provision shall
776 be made to the Director of Human Resources and will be administered in accordance with the applicable
777 law, as may be amended from time to time. An employee who has been employed for twelve (12)
778 consecutive months and who has worked 1250 hours in the last twelve months may be entitled to up to a
779 total of twelve (12) weeks of Family Medical leave in any twelve (12) month period. The twelve (12)
780 month period during which this entitlement may occur is a rolling twelve (12) month period measured
781 backward from the date an employee uses any FMLA leave. The leave shall be an unpaid leave unless
782 the employee elects to use accumulated vacation leave or accumulated sick leave. The employee must
783 give at least 30 days notice of the intended date upon which Family Medical leave will commence and
784 terminate, unless prevented by medical emergency from giving that notice. Leave may be consecutive,
785 intermittent, or on a reduced hourly schedule if the employee and the City agree, or if medically necessary.
786 The employee shall provide medical certification of the need for the leave. FMLA leave is governed by
787 the requirements of state and/or federal FMLA laws, as they may apply. If the requirements, benefits,
788 definitions and/or scope of either the federal or state FMLA changes during the term of this Agreement,
789 such changes are automatically incorporated into this Agreement, except that nothing in this provision
790 shall be construed to provide employees with less protection under FMLA than set forth in this Article.
791

792 2. Employees who request to use Family Medical Leave for the purpose of caring for a domestic partner, or
793 child or parent of domestic partner, must satisfy the City's eligibility requirements for claiming an
794 individual as a domestic partner.
795

796 K. Failure on the part of an employee to return to work on the expiration of the granted leave without having
797 arranged for an extension, or absence from work without a written request for and approval of an extension
798 of the leave, shall be deemed a resignation from service.
799

- 800 L. Employee's requests for leaves of absence under this Article shall not be denied in an arbitrary or capricious
801 manner, but remain discretionary with the City, consistent with applicable law.
802
- 803 M. For leaves of absence taken in accordance with this article, the City will continue the employee's health
804 insurance coverage, and the employee may use accrued sick, vacation, personal leave or compensatory time
805 during such leave. Employees are responsible for making payment of their portion of weekly benefits
806 premiums, including, but not limited to, health insurance, dental insurance, retirement, Association dues , etc.
807 that may apply, after accrued benefit time being used to pay for said premiums has been exhausted. Failure
808 of the employee to keep current with weekly benefits premiums as applicable may result in termination of
809 benefits/coverage. Employees on an approved leave of absence shall inform the Human Resources
810 Department as to how they wish to pay for their portion of benefits premiums. The employee will accrue
811 holiday, vacation or sick leave during the first twelve weeks of such leave. After the first twelve weeks, there
812 will be no further accrual of holidays, sick or vacation leave. Seniority, however, will accrue during the term
813 of the leave.
814

815 ARTICLE 19 – GRIEVANCE PROCEDURE

816

817 A. Should the Association feel aggrieved concerning the interpretation or application by the City of any provision
818 of this Agreement, the Association may seek adjustment of the grievance as follows:
819

820 1. The Association, through its authorized representative, shall take up the grievance with the employee's
821 immediate supervisor. The supervisor shall meet with the Association within five (5) calendar days of
822 receipt of notification of the grievance from the Association.

823
824 2. If the Association and the supervisor have not resolved the grievance, the Association may submit the
825 details of such grievance in writing to the Emergency Communications Director within ten (10) calendar
826 days after meeting with the supervisor under Step 1, such details to include:

- 827 a. a statement of the grievance including the facts surrounding the issue;
828
829 b. identification of the clause, section or provision of the Agreement which is in dispute; and
830
831 c. the remedial action requested, when possible or practicable.

832
833 3. Within ten (10) calendar days after the Emergency Communications Director receives such grievance s/he
834 shall meet with a representative of the Association, the employee, and other persons deemed necessary for the
835 purpose of adjusting or resolving the grievance. The Emergency Communications Director shall render a
836 decision in writing within ten (10) calendar days after such meeting.
837

838 4. Within twenty (20) calendar days of receipt of the decision of the Emergency Communications Director,
839 the Association may appeal the decision to the Portland/South Portland Public Safety Dispatch Board of
840 Governance (Appendix H, the "Board") as defined in the Inter-Local Agreement dated July 17, 2007, by filing
841 a copy of the written grievance and the response at Steps 19.1.2 with the Chair of the Board. The Board, or
842 its designated representative(s), shall meet with the Association within ten (10) calendar days and provide the
843 Association with a written decision within ten (10) calendar days after such meeting.
844

845 5. In the event that the decision of the Board rendered pursuant to Step 4 above is not acceptable to the
846 Association, within twenty (20) calendar days after receipt of the decision at Step 4, it may request in writing
847 that the matter be submitted to mediation. If the parties mutually agree that mediation is appropriate, a
848 mediator acceptable to both parties shall be selected within thirty (30) calendar days of the request for
849 mediation. If mediation (i) is not requested, (ii) does not resolve the grievance, or (iii) either party declines

850 to mediate in writing to the other party, then the Association may request arbitration as provided in Step 6
851 below. A party's decision to request or decline mediation in any grievance shall not be used or held against
852 either party in any future grievance or arbitration, nor shall it establish any precedent.
853

854 6. In the event that the decision of the Board rendered pursuant to Step 4 above is not acceptable to the
855 Association, and/or the parties have exhausted all remedies including Mediation as set forth in Step 5 above,
856 within twenty (20) calendar days after receipt of the decision at Step 4 if mediation is not requested, or within
857 twenty (20) calendar days after mediation is declined or occurs without resolution, the Association may
858 request in writing that the matter be submitted to arbitration. The City and the Association shall mutually
859 agree upon an arbitrator. In the event they are unable to agree upon an arbitrator within ten (10) calendar days
860 of the request for arbitration, the arbitrator shall be selected through the American Arbitration Association in
861 accordance with the rules of said Association then in full force and effect. Thereafter, arbitration shall be had
862 in accordance with the rules of the American Arbitration Union. Said Arbitrator shall not have authority to
863 add to, subtract from, or modify the provisions of this Agreement. The arbitrator's decision shall be final and
864 binding upon the parties hereto. The costs of the mediation services and/or the arbitrator, and of the arbitration,
865 shall be borne equally by the parties.
866

867 B. The time limits for processing of grievances and for written decisions of the City may be extended by written
868 or electronic communication indicating the mutual consent of the parties. Steps 1 and 2 in the grievance procedure
869 may be waived by written or electronic communication indicating the mutual consent of the parties.
870

871 C. At Steps A.3 and A.4 of the grievance procedure, the Emergency Communications Director or Board of
872 Governance may designate a duly authorized representative(s) to act on their behalf.
873

874 D. All grievances shall be commenced not later than thirty (30) calendar days after the occurrence of one of the
875 following two events, whichever shall be later in time:

- 876 1. The time of the occurrence of the event giving rise to the grievance; or
- 877 2. The time the event became known to either the Association or the employee concerned.
878
879
880

881 E. Time limits for appeals and for written decisions by the City may be extended by mutual consent of the parties.
882 In the event that the City representatives fail to respond within the specified time limit, the Association and
883 grievant may appeal to the next level.
884
885

885 **ARTICLE 20 – DISCIPLINE**

886 A. Disciplinary actions shall not be taken without just cause in accordance with City of Portland administrative
887 regulation 25. Just cause shall be deemed to include, but not be limited to, violation of departmental rules and
888 regulations, incompetence, misconduct, negligence, insubordination and intoxication or being under the
889 influence of controlled substances, apart from duly prescribed medications.
890

891 B. The City recognizes the right of employees to request Association representation at disciplinary hearings or
892 investigative interviews.
893

894 C. The Association shall receive written notice of written warnings and suspensions within five (5) days after the
895 effective date of the action. The Association will be copied on all pre-termination hearing notices.
896

897 D. Written reprimands shall not be used against the employee after a period of two (2) years, provided that there
898 has not been a recurrence of a similar offense during that two-year period.

899
900 **ARTICLE 21 - SAVINGS**

901 If any provision of this Agreement or any application thereof to any employee or group of employees is found
902 contrary to law, then such provision or application will be invalid or subsisting to the extent permitted by law, but
903 all other provisions or applications shall continue in full force and effect.
904

905 **ARTICLE 22 - VACATIONS**

906
907 A. Accruals:

- 908
909 .
- 910 1. All employees covered by this Agreement shall accrue 3.08 hours of vacation leave per full payroll week
911 in the twentieth and succeeding years of City service.
 - 912
913 2. Effective July 1, 2008, no more than 160 hours of vacation leave may be accumulated and carried over
914 by an employee.

915 B. Vacation leave earnings shall be credited and posted on a weekly basis. For purposes of this article, years of
916 service is defined as consecutive City service. The weekly earnings rate shall be adjusted on the last pay
917 period of the calendar years in accordance with the annual accrual amounts of 80 hours, 120 hours and 160
918 hours.

919
920 C. Employees covered by this Agreement may convert one (1) week of vacation to one (1) week's cash bonus
921 once during any calendar year.

922
923 D. Upon execution of this Agreement, and to the extent possible and consistent with the needs of the Department,
924 vacation scheduling of employees, other than Fire Alarm Specialist and Radio Systems Specialist, will be
925 subject to the following:

- 926 1. Employees will be divided into four (4) telecommunicator groups and one (1) supervisor group as provided
927 in Appendix F.
- 928 2. One (1) telecommunicator from each group can be on vacation at the same time, and one additional
929 telecommunicator from any one of the four (4) groups can be on vacation at that time, for a total of five
930 (5) telecommunicators on vacation at the same time; at no time would more than two (2) people in the
931 telecommunicator group be allowed to be on vacation during the same Sunday – Saturday week; and
- 932 3. In addition to the telecommunicators, one supervisor can be on vacation at a time during a Sunday to
933 Saturday week.
- 934 4. Notwithstanding the foregoing, during the months of June, July and August, except for the Sunday –
935 Saturday week during which the fourth of July falls, one (1) additional employee (telecommunicator or
936 supervisor) can be on vacation;
 - 937 a. The foregoing provisions shall apply to requests for vacation of one full work week or more.
 - 938 b. Requests for partial week vacations or single day vacations shall be granted at the discretion of the
939 Emergency Communications Director or their designee.

940 E. Vacation "picks" shall be done by seniority in Appendix D and E, pursuant to the following:

- 941 1. Each employee shall pick one full week of vacation in the first round. Employees may pick any additional
942 weeks of vacation in following rounds, or they may choose to float any additional vacation time after
943 selection of the one week.
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2. Drawing for partial vacation weeks will be done after the rounds of drawing for full weeks has been completed.
 3. Between October 1 and October 31, the Emergency Communications Director, or their designee, shall initiate and complete the vacation selection process for the subsequent calendar year.
 4. Eligibility for vacation shall be based upon the prospective amount which will be earned by the employee during the year for which the selection is being made. In the event an employee resigns, retires, or is terminated prior to earning vacation time which has already been taken, the amount paid to the employee for such unearned time will be deducted from their final paycheck.
- F. Subsequent to completion of the vacation pick process outlined in Paragraphs D and E, any uncommitted earned leave, other than sick leave or a leave of absence, may be requested for the next calendar year on a "first come" basis and shall be granted at the discretion of the Emergency Communications Director, or designee. The Emergency Communications Director, or designee, shall determine whose request is first based upon the received date and time, with seniority used to break any "tie" in such date and time. All such requests shall be made by departmental policy.
- G. Cancellation of previously approved vacations under this Article may occur in the event of an emergency as determined by the Emergency Communications Director or designee. Nothing in this Article shall be construed as limiting, modifying, or constraining the City's right to determine and set levels of manpower and the City's right to manage and direct its employees.
- H. Fire Alarm Specialist and Radio System Specialist are to submit their vacation requests at least two (2) weeks in advance, except in the event of extenuating circumstances. The Fire Alarm Specialist must receive approval by the Fire Chief or his or her designee. The Radio System Specialist must receive approval from the Emergency Communications Director.
- I. Once vacations have been scheduled, an employee may change the dates of their vacation subject to availability of desired dates.
- J. Earned Paid Leave
1. Upon execution of this Agreement and pursuant to 26 M.R.S. Sec. 637, employees will accrue one (1) hour of Earned Paid Leave (EPL) for every forty (40) hours worked and shall be subject to the City's personnel policies regarding EPL. EPL shall be credited and posted on a weekly basis.
 2. Employees may accumulate up to a maximum of forty (40) hours of EPL in a calendar year. Unused EPL hours will roll over from one calendar year to the next, but employees will not be awarded more than 40 hours in a calendar year, including hours that are rolled over.
 3. EPL may be used for 1) an emergency, illness, or sudden necessity; or 2) any reason other than emergency, illness, or sudden necessity, including vacation or personal time. Where EPL is taken for an emergency, illness, or sudden necessity, the employee must make a good faith effort to provide as much notice as is feasible under the circumstances, and in accordance with the Department's regular procedures. Where EPL is taken for any reason other than emergency, illness, or sudden necessity, an employee must request to take EPL in accordance with the Department's regular procedures as outlined in Article 22.

997 4. Employees hired on or after July 1, 2008 shall be compensated for all accumulated vacation
998 leave and EPL at the time of separation with a combined maximum payout of 160 hours. Any
999 accrued EPL over this amount is forfeited at the time of termination of employment.
000

001 5. If at any time Maine's EPL law is rescinded, employees shall not earn any additional
002 EPL and vacation leave accrual rates will be restored as follows: 1.54 hours per week in the first
003 through the second year of service; 2.31 hours per week in the third through sixth year of service;
004 3.08 hours per week in the seventh through nineteenth year of service; and 3.85 hours in the
005 twentieth and each succeeding year of service.
006

007 6. Effective one time only, on December 31, 2022, employees may convert any accrued but unused
008 EPL to vacation time, up to their maximum vacation accrual.
009
010

011 **ARTICLE 23 - HOLIDAYS:**

012 A. The following holidays shall be paid holidays as of the day observed, or the actual day as noted below, for all
013 employees covered by this Agreement:
014

- 015 1. New Year's Day
- 016 2. Martin Luther King's Day,
- 017 3. President's Birthday
- 018 4. Patriot's Day
- 019 5. Memorial Day
- 020 6. Juneteenth (June 19th)
- 021 7. Independence Day (4th of July)
- 022 8. Labor Day
- 023 9. Indigenous Peoples Day
- 024 10. Veteran's Day
- 025 11. Thanksgiving Day
- 026 12. Christmas Day (Actual holiday)
- 027
- 028

029 B. In addition to the above, any special non-recurring holiday declared by the President of the United States or
030 the Governor of the State of Maine and observed by other City employees pursuant to order of the City Council
031 of the City of Portland shall be allowed as an additional holiday.
032

033 C. In addition to the foregoing holidays, each employee in the unit shall be entitled to one (1) floating holiday
034 annually. The date on which Telecommunications personnel take the floating day is to be worked out in
035 advance with the Emergency Communications Director or designee. The Fire Alarm Specialist and the Radio
036 Systems Specialist will take their floating holiday on the day after Thanksgiving Day.
037

038 D. If one of the above-described holidays falls on an employee's regularly scheduled work day, such employee
039 shall receive their regular pay plus a compensatory day off, which shall be eight (8) hours or twelve (12) hours
040 depending upon the employee's regular work schedule for the day of the holiday.* In lieu of a compensatory
041 day off, an affected employee may elect to cash in the holiday for eight (8) or twelve (12) hours of pay. If the
042 employee is on scheduled vacation, the employee will receive holiday pay unless they opt to charge the
043 observed holiday as a day of vacation leave. If the employee elects this option, they will also receive a holiday
044 credit. In no event shall an employee be permitted to charge an observed holiday as a day of sick leave. *Not
045 retroactive.
046

- 048 E. Employees who work on the actual Christmas Day (12/25) and/or 4th of July (7/04) will receive additional
049 holiday pay at the employee's straight time rate for actual hours worked.
050
- 051 F. If one of the above described holidays falls on an employee's regularly scheduled day off, the employee shall
052 be credited with a compensatory day off, to be utilized within calendar year of accrual. Alternatively, an
053 employee may elect to receive compensation of the day's pay in lieu of a compensatory day off.
054
- 055 G. In no event may more than five (5) holidays (forty (40) hours total) be carried over to the next calendar year.
056
- 057 H. In the event of an employee's separation from City service no more than five (5) accumulated holidays (forty
058 (40) hours total) shall be compensated for by the City except, in the case of medical disability, the actual
059 number of accumulated holidays shall be compensated for, up to a maximum of ten (10) accumulated holidays
060 (eighty (80) hours total).
061
- 062 I. The City agrees to keep a written record of employees' holidays and to furnish this information to an employee
063 upon request.
064
- 065 J. Time off requests are to be submitted to the appropriate Department or Division Head at least two (2) weeks
066 prior to the desired shift(s) off. Holiday requests may be submitted during the first two (2) weeks of December
067 for the following year. Such requests will be evaluated in accordance with procedures outlined in Article
068 22.D providing staffing needs can be fulfilled with available unit personnel. An employee shall be entitled to
069 withdraw a request for use of holiday time up to 48 hours prior to the scheduled time provided the employee
070 obtains agreement of the replacement prior to notifying management of the cancellation.
071
- 072 K. The Maine Public Employees Retirement System clarified their definition of earnable compensation effective
073 July 1, 1990. Effective August 1, 1991, employees who cash in holiday credits will not have pension
074 contributions deducted from those payments. Holidays cashed in after the week in which they occur will be
075 pensioned if and only if holiday hours when combined with other hours paid that week total less than or equal
076 to forty (40) hours.
077
- 078 L. Employees who elect to take payment for their holidays as they occur will have pension contributions deducted
079 from these holiday payments. Floating holidays when cashed in will be considered to be taken during the
080 week in which they occur and will be pensioned as long as they are not carried into the next calendar year.
081
- 082 M. Cancellation of previously approved holiday time under this Article may occur in the event of an emergency
083 as determined by the Emergency Communications Director or designee. Nothing in this Article shall be
084 construed as limiting, modifying or constraining the City's right to determine and set levels of manpower and
085 the City's right to manage and direct its employees.
086

ARTICLE 24 - OVERTIME

- 087
- 088
- 089 A. Employees who work hours in excess of forty (40) hours per week will be compensated at one and one-half
090 times their total hourly rate. The total hourly rate shall include all stipends and differentials paid hereunder,
091 unless excluded under the Fair Labor Standards Act. Employees who work hours in excess of sixty (60) hours
092 in a week will be compensated at two times their total hourly rate as defined above. Upon the mutual
093 agreement of the employee(s) and the Emergency Communication Director or Designee prior to the
094 performance of any overtime work, employees who work in excess of forty (40) hours per week shall be
095 entitled to receive compensatory time-off ("CTO") in lieu of overtime pay for hours worked in excess of forty
096 (40) per week. Earned CTO shall be calculated at the rate of one and one-half times the number of hours
097 worked in excess of forty (40) for that work week.
098

099 If either the employee or the Emergency Communications Director do not agree on compensation in the
100 form of compensatory time off for overtime hours worked in excess of forty (40) hours in a work week
101 then the employee shall be paid for any overtime hours worked.

102 Employees may elect to cash in compensatory hours for cash but must be a minimum of eight (8) hours.
103 Those hours cashed in shall be paid at the straight time rate. Employees are entitled to be paid upon
104 separation of employment for all unused, accrued compensatory time.
105

106
107 B. Call-In Time: If an employee is called in to work outside of their regularly scheduled shift, the employee
108 shall receive a minimum of three (3) hours straight time pay or may receive one and one-half times their base
109 hourly rate, whichever is greater, but not both.

110
111 C. The City reserves the right to assign overtime vacancies to be filled by proficiently deemed members of
112 another classification or union within the Unit where necessary under the circumstances. In such cases,
113 members of a higher pay classification shall receive their own rate of pay.
114

115 D. Vacant shifts will be filled in accordance with the following procedures:

116
117 1. When management determines a vacant shift needs to be filled, and a trained person on that shift is not
118 available to fill the vacancy, management will attempt to fill that shift as an overtime shift on a voluntary
119 basis by canvassing other employees in the same classification in accordance with departmental policy.

120
121 2. If the vacant shift position is not filled through the procedure outlined in Paragraph D.1, management will
122 canvass qualified employees in other bargaining units, if the position is still not filled, will canvas the
123 Reserve Group before initiating the force procedure outlined in Paragraph D.3.
124

125
126 3. If an overtime shift cannot be filled through the voluntary procedures described in Paragraphs D.1 and
127 D.2, employees may be forced to work an overtime shift. A rotating force procedure will be used that
128 forces employees to work an extension of their regular shift. One employee will be held at the end of their
129 shift and another employee will be called in early in order to cover the vacant shift. No employee will be
130 required to work more than sixteen (16) consecutive hours. The initial persons forced from a given shift
131 will be the junior qualified person on their shift and subsequent forces from that shift will rotate in order
132 of reverse seniority. In the event that the individual scheduled to be forced in does not arrive as scheduled,
133 the employee held over may be required to work the full shift. Employees may not leave work until relief
134 arrives or they receive management's approval to leave, provided, however, that telecommunicators shall
135 not be required to work more than sixteen (16) consecutive hours and shall not be forced without a six (6)
136 hour break. Forces shall be based on the date and time of the last force and then seniority.

137
138 4. The force procedure shall not apply to an employee on their regularly scheduled day off, nor to an employee
139 on scheduled vacation nor to an employee off on a full week of holidays. An employee shall be "on
140 scheduled vacation" as of the completion of their work shift immediately prior to vacation and until they
141 are scheduled to return to their regular work shift after their scheduled vacation. The foregoing shall also
142 apply when an employee is off on a full week of holidays. Except as provided for the full holiday week,
143 this exception shall not apply to holidays, personal days or other types of leave days.

144 a. In the event that a position needs to be filled by forcing in employee, employees shall be forced in the
145 following order:

- 146 1. Employees coming on or coming off duty.
- 147 2. Employees on a Personal Day.
- 148 3. Employees on a Holiday.
- 149 4. Employees on a single vacation day.

- 150 5. Employees on a bidded vacation day.
- 151 6. Employees on a bidded holiday week.
- 152 7. Employees on a bidded vacation week.
- 153 8. Employees on EPL (Portland employees).
- 154

155 E. Notwithstanding any other provision of this Agreement, the parties agree that any employee who is scheduled
156 to work a shift and is forced to work additional hours before or after the given shift will be compensated at
157 one and one-half (1-1/2) time their total hourly rate of pay for those additional hours worked.
158

159 F. The workday is defined as starting at midnight.
160

161 G. Employees who are required by the City to appear on behalf of the City at a Court hearing during off-duty
162 hours will be compensated with four (4) hours of straight time pay or time and one-half pay for actual time
163 spent in pre-trial and trial proceedings, whichever is greater. Employees who are on-duty will receive straight
164 time pay for the hours spent in pre-trial and trial proceedings. In the event that the time spent in pre-trial or
165 trial proceedings begins during on-duty hours and extends into off-duty hours, the employee will be eligible
166 for overtime pay for the additional hours but will not be eligible for the three (3) hour minimum for the off-
167 duty hours. The Chief may, at their discretion, approve additional compensation for travel time as he deems
168 appropriate.
169

170 **ARTICLE 25. WAGES**

171

172 A. Upon execution of this agreement by all parties, the pay plans (Appendix G) will be adjusted as follows:
173

174
175 B. Effective July 4, 2021, employees will receive a 3.0 % base wage increase in accordance with the seniority
176 step pay plan attached hereto as Appendix G. .
177

178 1. Retroactive pay increases will be paid to active employees (and retirees for any period of active
179 employment after July 4, 2021 and prior to retirement) as of the date of signing of this Agreement, for
180 the period beginning July 4, 2021 through the date the 2021 wage increase is implemented (the "period
181 of retroactivity".) Retroactive pay for the period of "retroactivity" will be determined by multiplying the
182 difference between the employee's base wage during that same time period, as determined by Appendix
183 G, times the number of weeks at the new base wage and including all overtime. In the case of a
184 promotion during the period of retroactivity, the employee's pay will be based upon their time in each
185 position.
186

187 C. Effective July 3, 2022, employees will receive a 0 % base wage increase in accordance with the seniority
188 step pay plan attached hereto as Appendix G, except that the Fire Alarm Specialist and the Radio Systems
189 Specialist will receive a 2% across the board increase (Appendix H) as they re ot eligible for the Special 3C
190 Retirement Plan..
191

192 D. Effective July 2, 2023 employees will receive a 3% across the board increase in accordance with the
193 seniority step pay plan attached here to as Appendix G.
194

195 E. In the event that an employee is promoted to another unit position, then such employee will be paid at the
196 minimum rate of the range for their position or shall receive a 5% increase, whichever is greater.
197

198 F. Placement of new hires on the salary schedule may be up to the top step for Telecommunications personnel
199 and up to the top step for Fire Alarm personnel at the sole discretion of the Portland City Manager. These

discretionary placements must meet the qualifications of the position and have the requisite prior experience. Furthermore, any such placement is for pay purposes only.

G. In the event that an employee is demoted to another unit position, then such employee will be paid at the rate which does not result in a salary increase on the anniversary date of the collective bargaining agreement regardless of seniority in the new classification.

H. The employee's step movement on the pay plan shall be determined by the employee's appointment date. Appointment date is the date the employee was hired in their current position.

I. Employees who are designated to be in charge on a temporary basis will be paid at the recruit rate of the appropriate supervisory pay scale or at the rate on the Supervisor scale which guarantees them a three percent (3%) increase, whichever is greater.

J. Stipends and Night Shift Differential for Telecommunications Personnel

The EMD and EFD certifications stipend was added into the hourly rate of pay and the stipend was eliminated with a prior contract. The employee must keep all certifications up-to-date. In consideration for pay increase outlined in this paragraph, employees will be responsible for performing Emergency Medical Dispatch and Emergency Fire Dispatch protocols and any future Police protocols that may be enacted.

1. Field Training Telecommunicators will receive a stipend of one dollar and twenty -five cents (\$1.25) per hour for all hours worked. A maximum of fifteen (15) employees will be eligible for this stipend. *Effective July 3, 2022.

2. Telecommunications employees trained and designated as Incident Dispatchers (ID) by the Emergency Communications Director shall receive an hourly stipend of \$0.25 per hour included in their regular rate of pay. Communications Unit Leaders (COML) certified employees shall receive an additional hourly stipend of \$0.25 included in their regular rate of pay. The Emergency Communications Director (ECD) may limit the number of employees so designated.

3. The City shall pay to eligible telecommunications employees an hourly educational stipend to be included in the employee's regular rate of pay based upon educational level attained above high school. The hourly stipend is based on a forty (40) hour work week, as follows:

Associate's Degree	\$.34/hour
Bachelor's Degree	\$.46/hour
Master's Degree	\$.58/hour

4. Night Shift Differential

a. Telecommunicators shall be paid a night shift differential as follows:

(i) 8 hours x 5 day shift:

2 pm – 10 pm:	.55/hour
2pm – 10 pm +1800 – 0600:	.60/hour
10 pm – 6 am:	.60/hour
10 pm – 6 am + 1800 – 0600:	.65/hour

(ii) 12/8 hours x 4 days shift:

2 pm – 10 pm + 6 pm – 6 am:	.60/hour
-----------------------------	----------

251	6 pm – 6 am + 10pm – 6 am:	.60/hour
252	6 am – 6 pm +2 pm – 10 pm:	.60/hour
253	10 pm – 6 am (1 shift)	
254	+2 pm – 10 pm (1 shift)	
255	+2 pm – 2 am (2 shifts):	.60/hour
256		

257 b. Telecommunications Supervisors working the 12/8 x 4 weekly shift shall be paid a night shift
 258 differential as follows:

260	2 pm – 2 am:	.55/hour
261	6 pm – 6 am + 10 pm – 6 am:	.65/hour
262	10 pm – 6 am + 6 pm – 6 am:	.65/hour
263		

264 c. The foregoing night shift differentials are noted on Appendix F. In the event of any conflict,
 265 the Appendix shall control.

266
 267 d. Telecommunications employees assigned to the above shifts but who work a part of their week
 268 on days at the Department’s request will receive a shift differential; however, those employees
 269 assigned to these shifts who work a part of their week or a full week on days at their own
 270 request will not receive a shift differential.

271
 272 e. Telecommunications employees who are not regularly assigned to one of the above shifts and
 273 who are assigned to work one of the above shifts for less than a full week are not eligible for a
 274 shift differential. Telecommunications employees who are not regularly assigned to one of the
 275 above shifts but who are temporarily assigned by the Department to one of these shifts for a
 276 full week or longer are eligible for the appropriate shift differential for the duration of the
 277 assignment.

278
 279 5. Employees who receive certification of being a Notary Public receive a \$.25/per hour stipend. Effective
 280 July 4, 2021 this stipend is built into the pay plan and is part of the base rate. Current employees as of
 281 July 3, 2022 will have twelve (12) months to become a Notary Public. All newly hired employees will
 282 have six (6) months to become a Notary Public. The City will pay for the class and any costs associated
 283 with becoming certified or ongoing costs for recertification.

284
 285 6. Employees who receive the Quality Improvement Certification (ED-Q) will receive a \$.25 per hour
 286 stipend. In order to receive the stipend, an employee must be dual certified in both EMD-Q and EFD-Q.
 287 Effective July 3, 2022.

288
 289
 290 **ARTICLE 26 - HOURS OF WORK**

291
 292 A. The regular work week for Fire Alarm Specialist and Radio Systems Specialist shall consist of five (5)
 293 eight (8) hour shifts. The regular work cycle for Telecommunications shall consist of either five (5) eight-
 294 hour shifts or a combination of two eight (8) hour shifts and two twelve (12) hour shifts. A copy of the
 295 schedule is attached as Appendix F.

296
 297 1. Hours worked in excess of forty (40) hours on the seven (7) day cycle of Sunday through Saturday will
 298 be paid in accordance with Article 24.

299
 300 2. Notwithstanding any other provision of this Agreement, the schedules of the three (3) least senior
 301 employees of each discipline, Call Taker, Police Dispatcher and Fire Dispatcher, whom the City

determines possess the minimum qualifications necessary may be modified for the safe and efficient operation of the Emergency Communications Center. Except in the event of an emergency or for good cause, the City agrees to provide the employee with two (2) weeks advance notice of work schedule changes. 3. Employees shall be paid for the hours they actually worked in the preceding week (Sunday through Saturday).

B. Hours Worked

1. For the purposes of this Article "hours worked" shall mean only the following:

- (a) Hours actually worked for and paid by the City of South Portland.
- (b) Hours compensated for by holiday compensatory time off.
- (c) Hours compensated for by vacation pay.
- (d) Hours compensated for by bereavement leave pay.
- (e) Hours compensated for by personal leave.

2. For the purpose of this Section, "hours worked" shall not include:

- (a) Hours compensated by sick leave.
- (b) Hours compensated by for reserve service leave or military special duties.
- (c) Hours compensated for by jury/witness pay.
- (d) Hours compensated for by "extra hazardous injury" pay.
- (e) Hours compensated for by Worker's Compensation pay.
- (f) Hours compensated for by funeral leave.
- (g) Earned compensatory hours cashed in

C. The City reserves the right to assign overtime vacancies to be filled by members of another classification within the unit where necessary under the circumstances. In such cases, members of a higher pay classification shall receive their own rate of pay.

ARTICLE 27 – LICENSE FEES

- A. The City agrees to pay the certification and recertification licensing fees for Emergency Medical Dispatch (EMD), Emergency Fire Dispatch and/or any Police protocols required by the State for Telecommunicators.
- B. The City agrees to pay the certification and recertification fees for becoming a Notary Public.

ARTICLE 28 - TIME OFF WHILE PERFORMING UNION DUTIES

- A. Association officers covered by this Agreement shall be allowed time off without loss of pay or other benefits, to conduct Association business with the City, and allowed sufficient time to interview and represent any member during all stages of a grievance procedure or departmental hearing, if there is sufficient staffing available to cover for the Association officer, as determined by the Shift Supervisor or Emergency_Dispatch Coordinator.
- D. Officers of Local 1476 shall be allowed time off, with pay, for attending any state, regional or national delegate meetings of the International Union of Fire Fighters, AFL-CIO, if there is sufficient staffing available to cover for said officer(s), as determined by the Shift Supervisor or Emergency Dispatch Coordinator. An officer shall be permitted to attend up to three (3) meetings per year, or no more than six (6) days per year.
- E. For the purposes of this Article, "officers" shall be defined as the President, Vice President, Secretary, and Treasurer and dispatch bargaining unit shop steward.
- F. Members of the Negotiating Committee shall be allowed sufficient time off without loss of pay or other benefits to represent the bargaining unit in all negotiations with the City concerning the Collective Bargaining Agreement.
- G. The Association shall provide the names of Association officers to the Deputy Police Chief and Human Resources Director, or their designees.

ARTICLE 29 – STRIKES, SLOWDOWNS AND LOCK-OUTS

The parties hereto agree that there will not be, and that the Association, its officers, members, or agents, will not engage in, encourage, sanction, or suggest strikes or slowdowns which would involve suspension of or interference with normal work. In return the City agrees that there shall be no lock-out of employees in this unit during the term of this Agreement.

ARTICLE 30 - REQUIRED CERTIFICATIONS AND TRAINING

A. Certifications:

. All employees shall, as a condition of employment, attain and maintain Emergency Medical Dispatch (EMD) and Fire (EFD) protocol certification and licensing.

B. Training:

1. All Emergency Communications Division employees covered by this Agreement will be required to proficiently perform all three major disciplines (call taking, police dispatch and fire dispatch) of the Emergency Communication Center. Classroom and on-the-job training will be provided by the City.
2. Employees who are not fully trained in all three disciplines (call taking, police dispatch and fire dispatch) upon the execution of this Agreement are required to learn and become proficient with the functions of the Emergency Communication Center within thirty (30) months of the signing of this Agreement, provided that the City has supplied the employee with adequate training and ample opportunity to develop and demonstrate the required skills for each discipline. The City will make a reasonable effort to provide such training opportunities without any change in shift assignments, but the City reserves the right to change and/or rotate shift assignments in order to facilitate the training of each employee, such change and/or rotations to be upon no less than one week's advance notice.

404
405 3. Once the City has provided employee(s) with training in all three disciplines and the functions of the
406 Emergency Communications Center, the City retains the right to terminate an employee(s) for cause
407 if they do not successfully complete the training or are unable to proficiently perform any of the
408 required functions.

409
410 4. During a new employee's training period, not to exceed thirty (30) months, with two week's advance
411 notice, or less notice if mutually agreed by the employee and the City, the City shall have the ability
412 to change and/or rotate shift assignments in order to facilitate the training of each employee.

413
414 C. All new employees are probationary for the first six (6) months of employment. During this period, employees
415 must exhibit their fitness for the position. A probationary employee may be terminated at any time.

416
417 D. All Telecommunicators must be EMD and EFD certified, and the City will provide Continual Dispatch
418 Education (CDE) to all Telecommunicators.

419
420 **ARTICLE 31 - WITHDRAWAL OF RESIGNATION**

421
422 An employee may resign in good standing by giving written notice to their Department Head at least fourteen
423 (14) calendar days prior to the effective date of the resignation. With the approval of the Department Head, the
424 employee may withdraw such resignation during the fourteen (14) day notice period. Such approval shall not be
425 arbitrarily denied.

426
427 **ARTICLE 32. NO DISCRIMINATION BY PARTIES**

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429
430 A. The parties to this Agreement agree that pursuant to State and Federal law and City ordinance, they shall not
431 unlawfully discriminate against any employee because of race, color, religion, sex, sexual orientation, gender
432 identity or expression, national origin or ancestry, age, genetic information, physical or mental disability,
433 workers' compensation history, retaliation or whistleblower status, use of tobacco products outside the course
434 of employment, previous or present Association activities, Association membership, or any other legally
435 protected category.

436
437 B. The City agrees that no employee shall in any manner be discriminated against or coerced, restrained or
438 influenced on account of membership in Local 1476 or by reason of holding office therein.

439
440 **ARTICLE 33 - EMBODIMENT OF AGREEMENT**

441
442 A. This agreement represents the total understanding of the parties. The parties to this agreement further agree
443 that matters raised during the negotiations of this contract or covered by this contract shall not be the subject
444 of bargaining during the term of this contract, except by the mutual agreement of the parties.

445
446 **ARTICLE 34 - PRIOR PRACTICES**

447
448 A. Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that employees
449 enjoyed heretofore, unless it is specifically superseded by a provision of this Agreement, or unless said
450 benefit or privilege is changed by mutual consent.

451
452 B. Established past practices and previous grievance decisions specific to dispatching will continue in full force
453 and effect.

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ARTICLE 35 - TERM OF AGREEMENT

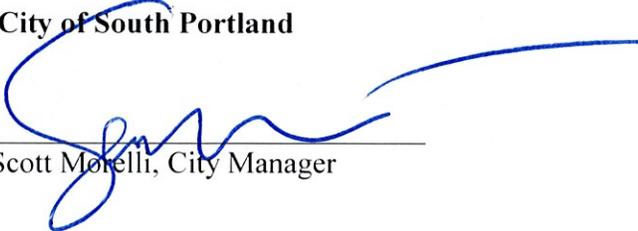
This Agreement shall be effective and shall govern the rights and obligations of the parties hereto from July 1, 2021 up to and including June 30, 2024.

In WITNESS THEREOF, the City has caused this Agreement to be executed and its corporate seal to be affixed by Scott T. Morelli, its City Manager, thereunto duly authorized by the City of South Portland, and the Association has caused this instrument to be signed by Matt Albrecht, its President, thereunto duly authorized, as of August 18th, 2022.

**South Portland Firefighters
Union, IAFF Local #1476**

Matthew R. Albrecht
Matt Albrecht, President

City of South Portland



Scott Morelli, City Manager

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APPENDIX A

List of South Portland Dispatchers

1. Louis Leary
2. Philip Viola

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APPENDIX B

AGREEMENT FOR TRANSITIONAL WORK

The Employee and Employer hereby enter into this agreement for a period of Transitional Work, as follows:

- 1) The date upon which the Employee sustained an injury is _____, 20____.

- 2) Pursuant to the City of South Portland's Transitional Work Policy, the Employee will return to work in a Transitional Work Assignment on _____, 20____ .

- 3) Attached is a copy of the Transitional Work Policy of the City of South Portland, which the Employee has read and understood.

- 4) The parties agree that the term of this Transitional Work assignment shall be up to 90 days, from the return to work date above until _____, 20____.

Dated this _____ day of _____, 20____.

Employee

City of South Portland

APPENDIX C-1

POSITION DESCRIPTION

Class Title: Telecommunicator FLSA: Non-Exempt
Class Grade: Communications
Date: February 2015

Nature of Work

This is specialized work that involves dispatching emergency services in response to calls for service in the Portland Regional Communications Center. Work involves operating radio communications equipment and performing related clerical communications tasks. Work requires fast, efficient and accurate receiving, dispatching and processing of calls, alarms and messages from and to Emergency Medical Service units, Fire units and Police units. This position involves working in a team environment, providing customer service as it relates to emergency communications for multiple jurisdictions.

Supervision Received

All work is performed in accordance with departmental rules and regulations under the general direction of a Telecommunications Supervisor.

Supervision Exercised

None.

Essential Duties and Responsibilities

Answers 911 emergency calls and non-emergency calls as required.

Dispatches police units and fire and emergency medical units to emergency and non-emergency calls; maintains computer aided dispatch (CAD) log, recordings and status control devices.

Broadcasts all police and fire related communications and relays information to other emergency service agencies; relays assistance requests from emergency crews in other departments.

Provides pre-arrival emergency medical instructions upon receiving EMD certification and licensing.

Initiates and maintains direct contact with emergency units at stations or in the field.

Monitors local Maine wanted and missing NCIC computer functions and performs data entry.

Participates in departmental training efforts as directed.

Performs related work as required.

Requirements of Work

Experience providing a familiarity with the operation of public safety emergency communication equipment and systems; graduation from high school or any equivalent combination of experience and training which provides the following knowledge, abilities and skills:

Knowledge of radio transmission procedures.

- 573
574 Knowledge of emergency medical service, police and fire organizations and procedures.
575
576 Knowledge of the geography of the jurisdictions covered .
577
578 Knowledge and understating of the Incident Command System (ICS).
579
580 Ability to operate radio, E-911 equipment, law enforcement teletype and in-house computer equipment
581 including CAD, data entry units (MDB's) and all other utilized equipment and programs.
582
583 Ability to act quickly, calmly and correctly in emergency situation and ability to function effectively under
584 stressful conditions.
585
586 Ability to multi-task while maintaining dispatching procedures.
587
588 Ability to coordinate with outside agencies as needed and in accordance with departmental procedures.
589
590 Ability to speak clearly and distinctly.
591
592 Ability to process information quickly and accurately.
593
594 Ability to understand and carry out oral and written instructions.
595
596 Ability to establish and maintain professional, effective working relationships with fellow employees and the
597 public.
598
599 Ability to work effectively in a team environment with minimal supervision.
600
601 Ability to obtain and maintain required certifications and licenses.
602
603 Ability to prioritize multiple calls for service.
604
605 Ability to complete multiple tasks under stressful conditions.
606
607 Ability to obtain information from persons under adverse conditions, i.e. poor language skills, speech
608 impediments, intoxication, hysteria and other conditions.
609
610 Ability to perform accurate clerical work related to communications functions and to complete reports.
611
612 Ability to maintain a professional demeanor while using tact and diplomacy in dealing with the public.
613
614

Training and Experience Desired

616
617 Prior public safety dispatch experience.
618

Necessary Special Requirements

619
620
621 Ability to work rotating shifts, including nights, holidays and weekends
622
623 Terminal Operator Certification
624
625 Training and certification for State mandated 9-1-1 system

626
627 Must obtain and maintain certifications and/or licenses, for any dispatch protocols implemented by the
628 Portland Regional Communications Center and/or the State of Maine
629
630 Ability to work occasional shifts up to 18 hours
631
632 Minimum typing speed of 30 net words per minute
633
634 Successfully complete job assessment testing.
635
636 Acceptable polygraph examination.
637
638 Acceptable in-depth background and credit check.
639
640 Acceptable background check through State Bureau of Identification and Federal Bureau of Identification
641 (International Identification Index).
642
643 Acceptable fingerprint submission through State Bureau of Investigation for employees hired on or after
644 January 1, 1992.
645

POSITION DESCRIPTION

Class Title: Telecommunications Supervisor
Class Grade: Communications
Date: February 2015

FLSA: Non-Exempt

Nature of Work

This position supervises Telecommunications personnel in the Portland Regional Communications Center. Work involves a customer service approach to leading and supervising a team of employees that cover emergency communications for multiple jurisdictions. It includes supervision of and participation in the operation of radio communications and alarm equipment and supervision of related clerical tasks. Work requires fast, efficient and accurate receiving, dispatching and processing of calls, alarms and messages from and to emergency medical service units, fire units and police units.

Supervision Received

Work is performed in accordance with departmental rules and regulations under the direction of the *Director of Communications*.

Supervision Exercised

Supervises an assigned shift of emergency communications personnel.

Essential Duties and Responsibilities

Supervises and participates as required in the dispatching of police, fire and emergency medical service units to emergencies; maintains computer aided dispatch (CAD) log and recording and status control devices; provides pre-arrival medical instructions to callers requiring emergency medical services.

Participates in training personnel in the methods and procedures of call taking, police and fire dispatching, and related clerical work; plans and schedules shift assignments in accordance with direction provided by the Director of Communications.

Supervises and participates as required in the broadcast of public safety communication; relays information to other emergency services; answers 911 calls for services and non-emergency calls as required; initiates and maintains direct contact with emergency units at stations or in the field.

Participates in interviewing job applicants; monitors and evaluates employee performance, sets performance goals and objectives for employees, and makes disciplinary recommendations as appropriate.

693 Reviews and evaluates randomly selected calls for service to evaluate performance and maintain
694 quality assurance (QA) program.
695
696 Participates in supervisory, leadership, and career development training.
697
698 Schedules training of personnel with direction provided by the Director of Communications to ensure
699 maintenance of certifications and skill levels.
700
701 Counsels employees on conflicts and disputes, aiding in resolution when appropriate.
702 Oversees the use of equipment, notifying the appropriate department/agency for repair or
703 replacement when necessary.
704
705 Reports to Director of Communications any significant status changes in personnel, equipment, and
706 incidents of significance.
707
708 Receives and processes customer service complaints under the direction of the Director of
709 Communications
710
711 Knowledge and understanding of the Incident Command System (ICS).
712
713 Knowledge and understanding of organizational and command structure of each fire and police
714 agency.
715
716 Maintains policy and procedure manuals
717
718 Maintains records of court order and warrants.
719
720 Orders supplies for the unit.
721
722 Performs related work as required.
723
724 **Requirements of Work**
725
726 Considerable experience in the operation and care of public safety emergency communications
727 equipment; graduation from high school or equivalent combination of experience and training which
728 provides the following knowledge, abilities and skills:
729
730 Considerable knowledge of fire, police and medical services, procedures and capabilities.
731
732 Considerable knowledge of radio transmission procedures.
733
734 Knowledge of the geography of the jurisdictions covered.
735
736 Ability to perform/behave at a high standard and lead by example.
737
738 Ability to evaluate subordinates performance and behavior and provide constructive feedback and job
739 coaching.
740
741 Ability to provide supervision, leadership, and direction to subordinates.

- 742
743 Ability to act quickly, calmly and correctly in emergency situations and to function effectively under
744 stressful conditions.
745
746 Ability to supervise the maintenance of dispatching procedures including coordination with outside
747 agencies as needed and in accordance with departmental procedures.
748
749 Ability to keep records and perform clerical work related to communications functions.
750
751 Ability to speak clearly and distinctly.
752
753 Ability to process information quickly and accurately.
754
755 Ability to understand and carry out written and oral instructions.
756
757 Ability to communicate effectively in writing.
758
759 Ability to establish and maintain effective work relationships with subordinates, personnel of the
760 operating departments and the public.
761
762 Ability to obtain information from persons under adverse conditions; i.e., poor language skills, speech
763 impediments, intoxication, hysteria and other conditions.
764
765 Ability to use tact and diplomacy in dealing with the public.
766
767 Ability to use E911 equipment, radio, law enforcement teletype system and in-house computer
768 equipment including CAD.

769
770 **Training and Experience Desired**

- 771
772 Prior supervisory experience.

773
774 **Necessary Special Requirements**

- 775
776 5 years prior public safety dispatch experience.
777
778 Terminal Operator Certification Training for the State Mandated 9-1-1 system
779
780 Must obtain and maintain certifications and/or licenses, for any dispatch protocols implemented by
781 the Portland Regional Communications Center and/or State of Maine.
782
783 If applicant is not a current employee of the Portland Regional Communications Center:
784
785 Acceptable polygraph examination.
786
787 Acceptable in-depth background and credit check.
788

789 Acceptable background check through State Bureau of Identification and Federal Bureau of
790 Investigation (International Identification Index).

791
792 Acceptable credit check.

793
794 Acceptable fingerprint submission through State Bureau of Investigation for employees hired on or
795 after January 1, 1992.
796

797 **APPENDIX D – BLENDED PORTLAND/SOUTH PORTLAND SENIORITY LIST - 8/8/22**

798	<u>CITY</u>	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>HIRE DATE</u>
799				
800				
801	1) SP	Leary	Louis	04/04/1988
802	2) P	Williams	Brad	06/18/1989
803	3) P	Mazer	Lance	07/30/1995
804	4) SP	Viola	Philip	02/18/1997
805	5) P	Brewster	Cheryl	09/24/2000-S
806	6) P	Dickinson	Kevin	04/26/2006-S
807	7) P	Napijalo	Sanela	12/10/2006
808	8) P	Del Rio	Hiram	12/10/2006-S
809	9) P	Hastings	Patrick	06/01/2014 - S
810	10) P	Hildreth	Allyson	04/26/2015
811	11) P	Carbone	Kerri	03/06/2016
812	12) P	Ramirez	Natalia	01/28/2018
813	13) P	Tremblay	Nicole	01/28/2018
814	14) P	Saucier	Isabella	09/16/2018
815	15) P	Taylor	Matthew	10/14/2018
816	16) P	Zeqiri	Blerina	10/14/2018
817	17) P	Glidden	Seth	11/17/2019
818	18) P	LoCascio	Shannon	11/29/2020
819	19) P	Carter	Christopher	03/28/2021 – S
820	20) P	Bergin	Justine	10/25/2021
821	21) P	Yargeau	Cheryl	03/07/2022
822	22) P	Therriault	Isaac	03/20/2022
823	23) P	Parsons	Sadie	05/15/2022
824	24) OPEN			
825	25) OPEN			
826	26) OPEN			
827	27) OPEN			
828	28) OPEN			
829	29) OPEN			
830	30) OPEN			
831	31) OPEN			
832	32) OPEN			
833	33) OPEN			
834	34) OPEN			

835 35) OPEN
836 36) OPEN
837 37) OPEN
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APPENDIX E – SUPERVISOR SENIORITY LIST

	City	Last Name	First Name	Hire Date
1)	Portland	Dickinson	Kevin	04/10/2011
2)	Portland	Del Rio	Hiram	06/10/2012
3)	Portland	Brewster	Cheryl	08/02/2015
4)	Portland	Carter	Christopher	06/06/2021
5)	Portland	Hastings	Patrick	01/02/2022

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APPENDIX F

Updated 12/22/10	Telecommunicator									Shift Differential
	Position	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Shift Type	
d	1	0600-1400	0600-1400	0600-1400	0600-1400	0600-1400	OFF	OFF	5X8	
d	2	OFF	OFF	0600-1400	0600-1400	0600-1400	0600-1400	0600-1400	5X8	
d	3	0600-1400	0600-1400	0600-1400	OFF	OFF	0600-1400	0600-1400	5X8	
d	4	OFF	OFF	OFF	0600-1400	0600-1400	0600-1800	0600-1800	12/8X4	
d	5	OFF	OFF	OFF	0600-1400	0600-1400	0600-1800	0600-1800	12/8X4	
d	6	OFF	0600-1800	0600-1800	0600-1400	0600-1400	OFF	OFF	12/8X4	
d	7	0600-1400	OFF	OFF	OFF	0600-1800	0600-1800	0600-1400	12/8X4	
d	8	0600-1400	0600-1400	0600-1400	0600-1400	0600-1400	OFF	OFF	5X8	
D	9	0600-1400	OFF	OFF	OFF	0600-1800	0600-1800	0600-1400	12/8X4	
D	10	OFF	0600-1800	0600-1800	0600-1400	0600-1400	OFF	OFF	12/8X4	
d/s	11	0600-1800	0600-1800	0600-1400	0600-1400	OFF	OFF	OFF	12/8X4	
S	12	OFF	Off	1400-2200	1400-2200	1400-2200	1400-2200	1400-2200	5X8	0.55
S	13	OFF	1400-2200	1400-2200	1400-2200	1400-2200	1400-2200	OFF	5X8	0.55
s/g	14	OFF	OFF	OFF	1400-2200	1400-2200	1800-0600	1800-0600	12/8X4	0.60
s/g	15	OFF	OFF	OFF	1400-2200	1400-2200	1800-0600	1800-0600	12/8X4	0.60
s/g	16	OFF	OFF	OFF	1400-2200	1400-2200	1800-0600	1800-0600	12/8X4	0.60
s/g	17	OFF	1800-0600	1800-0600	2200-0600	2200-0600	OFF	OFF	12/8X4	0.60
s/g	18	1400-2200	1800-0600	1800-0600	OFF	OFF	OFF	1400-2200	12/8X4	0.60
s	19	1400-2200	1400-2200	1400-2200	1400-2200	OFF	OFF	1400-2200	5X8	0.55
s/g	20	1800-0600	1800-0600	2200-0600	OFF	Off	OFF	2200-0600	12/8X4	0.60
s/g	21	1800-0600	1800-0600	2200-0600	2200-0600	OFF	OFF	OFF	12/8X4	0.60
s/g	22	2200-0600	1800-0600	1800-0600	2200-0600	OFF	OFF	OFF	12/8X4	0.60
g	23	2200-0600	OFF	OFF	2200-0600	2200-0600	2200-0600	2200-0600	5X8	0.65
g	24	2200-0600	OFF	OFF	2200-0600	2200-0600	2200-0600	2200-0600	5X8	0.65
g	25	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	OFF	OFF	5X8	0.65
g	26	OFF	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	OFF	5X8	0.65
d/s	27	1400-2200	1400-2200	OFF	OFF	OFF	0600-1800	0600-1800	12/8X4	
d/s	28	0600-1800	0600-1800	1400-2200	1400-2200	OFF	OFF	OFF	12/8X4	
s/g	29	1400-2200	1400-2200	1400-2200	2200-0600	2200-0600	OFF	OFF	5X8	0.60
s/g	30	1400-2200	OFF	OFF	OFF	1800-0600	1800-0600	1400-2200	12/8X4	0.60
s/g	31	2200-0600	OFF	OFF	OFF	1400-2200	1400-0200	1400-0200	12/8X4	0.60
s/g	32	OFF	OFF	OFF	1400-2200	1400-2200	1400-0200	1800-0600	12/8X4	0.60
Supervisors										
	1	OFF	0600-1400	0600-1400	0600-1400	0600-1400	0600-1400	OFF	5X8	
	2	0600-1800	1000-1800	1000-1800	OFF	OFF	OFF	0600-1800	12/8X4	
	3	1800-0600	1800-0600	2200-0600	1600-0000	OFF	OFF	OFF	12/8X4	0.65
	4	OFF	OFF	1400-0200	1400-0200	1400-2200	1400-2200	OFF	12/8X4	0:55
	5	OFF	OFF	OFF	2200-0600	2200-0600	1800-0600	1800-0600	12/8X4	0.65

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APPENDIX G

COMMUNICATIONS PAY PLAN -

CURRENT			7/4/2021 - 3% COLA				
Telecommunicator			CURRENT				
C04				TIER I - CALL TAKER	TIER II - 1 DISCIPLINE	TIER III - 2 DISCIPLINES	
1	Recruit	\$20.65	1	Recruit	\$21.52	\$23.02	\$24.52
2	6 mos.	\$22.20	2	6 mos.	\$23.12	\$24.62	\$26.12
3	3 yrs.	\$23.74	3	3 yrs.	\$24.70	\$26.20	\$27.70
4	4 yrs.	\$25.32	4	4 yrs.	\$26.33	\$27.83	\$29.33
5	6 yrs.	\$25.91	5	6 yrs.	\$26.94	\$28.44	\$29.94
Telecommunicatons Supervisor			CURRENT				
C08							
1	0 - 3 yrs	\$28.21	1	0 - 3 yrs	\$32.34		
2	3+ yrs.	\$28.98	2	3+ yrs.	\$33.31		
3	5+ yrs.	\$29.81	3	5+ yrs.	\$34.31		
Fire Alarm Technician Radio System Specialist			CURRENT				
C02							
1	Recruit	\$25.51	1	Recruit	\$26.28		
2	1 yr.	\$26.30	2	1 yr.	\$27.09		
3	3 yrs.	\$26.82	3	3 yrs.	\$27.62		
4	5 yrs.	\$27.90	4	5 yrs.	\$28.74		

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			7/3/2022 - 0%		
			3C, 401a		
Telecommunicator			TIER I - CALL TAKER	TIER II - 1 DISCIPLINE	TIER III - 2 DISCIPLINES
C04					
	1	Recruit	\$21.52	\$23.02	\$24.52
	2	6 mos.	\$23.12	\$24.62	\$26.12
	3	3 yrs.	\$24.70	\$26.20	\$27.70
	4	4 yrs.	\$26.33	\$27.83	\$29.33
	5	5 yrs	\$26.94	\$28.44	\$29.94
	6	10 yrs	\$27.75	\$29.25	\$30.75
Telecommunicatons					
Supervisor					
C08					
	1	0 - 3 yrs	\$32.34		
	2	3+ yrs.	\$33.31		
	3	5+ yrs.	\$34.31		
	4	10 yrs	\$35.34		
Fire Alarm Technician					
Radio System Specialist					
			2% COLA, no 3C		
C02					
	1	Recruit	\$26.81		
	2	1 yr.	\$27.63		
	3	3 yrs.	\$28.17		
	4	5 yrs.	\$29.31		
	5	10 yrs	\$30.19		

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7/2/2023 - 3%

**Telecommunicator
C04**

		TIER I - CALL TAKER	TIER II - 1 DISCIPLINE	TIER III - 2 DISCIPLINES
1	Recruit	\$22.17	\$23.71	\$25.26
2	6 mos.	\$23.81	\$25.36	\$26.90
3	3 yrs.	\$25.44	\$26.99	\$28.53
4	4 yrs.	\$27.12	\$28.66	\$30.21
5	5 yrs	\$27.75	\$29.29	\$30.84
6	10 yrs	\$28.58	\$30.13	\$31.67

**Telecommunicatons
Supervisor
C08**

1	0 - 3 yrs	\$33.31
2	3+ yrs.	\$34.31
3	5+ yrs.	\$35.34
4	10 yrs	\$36.40

**Fire Alarm Technician
Radio System Specialist
C02**

1	Recruit	\$27.61
2	1 yr.	\$28.46
3	3 yrs.	\$29.02
4	5 yrs.	\$30.19
5	10 yrs	\$31.10

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APPENDIX H

PORTLAND/SOUTH PORTLAND PUBLIC SAFETY DISPATCH BOARD OF GOVERNANCE

MEMBERS

Police Chief of each City or their authorized designee

Fire Chief of each City or their authorized designee

City Manager of each City or their authorized designee

956
957 APPENDIX I
958

959 PRCC RESERVE TELECOMMUNICATOR PROGRAM
960

961 CITY OF PORTLAND and the CITY OF SOUTH PORTLAND (hereinafter the "Cities") and Local 740 and Local 1476,
962 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO (hereinafter the "Unions")
963

964 I. **Objective**
965

966 The objective of this agreement is to ensure ongoing training of employees assigned to the
967 Portland Regional Communications Center (hereinafter the "PRCC"), to reduce staffing shortages
968 within the PRCC, to minimize the need to force Telecommunicators to fill open overtime shifts and
969 to increase the morale and job satisfaction of PRCC personnel.
970

971 II. **Definitions**
972

973 **Authorized staffing level:** the planned and/or budgeted staffing of each City for the employment of
974 Supervisors and Telecommunicators in the PRCC.
975

976 **Good Standing:** PRCC Emergency Communications Director approved Maine State Licensed
977 Telecommunicator or applicant in the training phase is considered to be in good standing.
978

979 **On-Call Employment:** an appointment to work on an intermittent and as needed basis. Employees
980 who are on-call do not have a regular schedule but work as available and needed. Such employees
981 are paid only for hours worked or by annual stipend and are not eligible for any other benefits,
982 except those mandated by the State of Maine Workers' Compensation and Unemployment
983 Compensation Insurance laws.
984

985 **Part-time Shift:** any hours of dispatch work in the PRCC that has been deemed to be an open shift
986 and is voluntarily covered by a Reserve Telecommunicator. A Reserve may not work more than
987 sixteen (16) hours within a twenty-four (24) hour period.
988

989 **Reserve Telecommunicator:** a former member of Local 740 or Local 1476 who has either retired or
990 resigned from the PRCC in good standing, as well as a PRCC Emergency Communications Director
991 approved Maine State Licensed Telecommunicator or applicant in the training phase as defined by
992 this agreement, and who agrees to receive notification through the PRCC about open, unstaffed
993 part-time shifts and, when available, to work the shift as on-call employment.
994

995 III. **Implementation**
996

997 In order to support the objectives, the Cities and Unions agree that former Telecommunicators
998 who have resigned or retired from the PRCC in good standing along with PRCC Emergency
999 Communications Director approved Maine State Licensed Telecommunicators or applicants in the
000 training phase shall be provided with the opportunity to be added to a call list to fill part-time shifts
001 within the PRCC on an as needed basis. The Director of Emergency Communications will have final
002 authority over the call list and will have the right to remove a Reserve Telecommunicator from the
003 call list at any time.

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The Cities will make a good faith effort to maintain the Cities' combined staffing level for Telecommunicators. The Cities will follow all normal recruitment/hiring steps whenever staffing falls below the combined, authorized staffing level for Telecommunicators or if the Cities determine that additional staff is needed.

Reserve Telecommunicators will be utilized to fill part-time shifts only after all union members have been given a reasonable opportunity to accept the overtime shift. If an open, part-time shift is not filled by a union member, a Reserve Telecommunicator will be contacted and offered the shift.

IV. Procedures

The following procedures will be adhered to whenever a part-time shift is identified:

- 1. The practices outlined in subsections 24.4.1 and 24.4.2 of Article 24, Section 4 of the current collective bargaining agreement will be utilized, as specified:

- 24.4** Vacant shifts will be filled in accordance with the following procedures:

- 24.4.1** When management determines a vacant shift needs to be filled, and a trained person on that shift is not available to fill the vacancy, management will attempt to fill that shift as an overtime shift on a voluntary basis by canvassing other employees in the same classification in accordance with departmental policy.

- 24.4.2** If the vacant shift position is not filled through the procedure outlined in 24.4.1, management will canvass qualified employees in other bargaining units before initiating the force procedure outlined in 24.4.3.

- 2. A list of Reserve Telecommunicators will be maintained by the Director of Emergency Communications.
- 3. When an unfilled, part-time shift becomes available, Reserve Telecommunicators shall be notified in accordance of their hire date to Reserve status.
- 4. Reserve Telecommunicators will be compensated in accordance with Step 3 of the current active Communications Pay Plan's overtime rate.

V. Training

The Cities may periodically provide updated training to Reserve Telecommunicators on an as needed basis in order to maintain an acceptable standard of proficiency.