

AGREEMENT
BETWEEN
THE CITY OF PORTLAND, MAINE
AND
PORTLAND POLICE SUPERIOR OFFICERS ASSOCIATION
Fraternal Order of Police Lodge ME 109

January 1, 2021 - December 31, 2023

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AGREEMENT

This AGREEMENT made and entered into this 16th day of November 2021, by and between the CITY OF PORTLAND, hereinafter referred to as the "City", and the PORTLAND POLICE SUPERIOR OFFICERS ASSOCIATION, Fraternal Order of Police Lodge ME 109 hereinafter referred to as the "Association".

1. PREAMBLE:

1.1 Pursuant to the provisions of the Municipal Public Employees Labor Relations Law, (Chapter 9-A, Title 26, MRSA), the parties have entered into this Agreement with the goal of establishing mutual rights, preserving proper employee morale, and promoting effective municipal operations.

2. RECOGNITION:

2.1 The City hereby recognizes that the Association is the sole and exclusive bargaining representative of all permanent, full time Police Officers in the Portland Police Department below the rank of Major and above the rank of Patrol Officer, thereby including all of the permanent, full time Sergeants and Lieutenants.

3. NO DISCRIMINATION BY PARTIES:

3.1 Employees covered by this Agreement shall have the right to join the Association or to refrain from joining the Association. No employee shall be favored or discriminated against by either the City or the Association because of his membership or non-membership in the Association.

3.2 The City and unit members in their capacity as City employees agree that, pursuant to applicable Federal and State laws and City ordinance, they will not unlawfully discriminate against any employee because of race, color, religion, sex, sexual orientation, national origin, age or physical or mental disability.

4. SALARIES:

4.1 Base Wages; Longevity:

4.1.1 Effective January 1, 2021, employees will receive a general wage increase of **0%**; **however the pay plans for both Sergeants and Lieutenants will be adjusted to reflect promotional equities and to adjust for current market conditions as shown in Appendix A.** January 2, 2022 employees will receive a general wage increase of **2.0%**. Effective January 1, 2023 employees will receive a general wage increase of **2%**. These

wage increases and additional steps are reflected in the pay plan attached as Appendix A.

4.1.2 The City shall continue its practice of Friday as the payday.

4.1.3 Effective upon the signing of this agreement and upon implementation of kiosks with printers available to the employees, the City shall implement a paperless pay stub system. Also effective upon the signing and as soon as the re-loadable debit cards are available, all current and newly hired employees will have mandatory direct deposit for all monies owed by the City. If an employee opts for the re-loadable debit card, the debit card will be supplied and replaced at no cost to the employees.

4.2 Higher Pay

Sergeants who are assigned temporarily to the position of patrol shift commander, when there is no Lieutenant assigned as Patrol Shift Commander, shall be paid the percentage difference between the minimum rate of pay between the sergeant and lieutenant wage rates in addition to their regular base hourly rate for all hours worked in the higher assignment, provided that the duration of the assignment comprises one-half of the total shift or more. Administrative differential will be added to this higher rate and they will be expected to perform any administrative work related to the higher-class assignment that is required.

If the Operational Lieutenant is not on duty, the Sergeant permanently assigned to the Traffic Division shall be paid the percentage difference between the minimum rate of pay between the sergeant and lieutenant wage rates in addition to their regular base hourly rate for all hours worked in the higher assignment, provided that the duration of the assignment comprises one-half of the total shift or more.

If there is no Lieutenant assigned as the A-1 team Patrol Shift Commander, the Sergeant permanently assigned to the JetPort shall be paid the percentage difference between the minimum rate of pay between the sergeant and lieutenant wage rates in addition to their regular base hourly rate for all hours worked in the higher assignment, provided that the duration of the assignment comprises one-half of the total shift or more.

If the Criminal Investigations Division Lieutenant is not on duty, a Sergeant permanently assigned to the Criminal Investigations Division shall be paid the percentage difference between the minimum rate of pay between the sergeant

and lieutenant wage rates in addition to their regular base hourly rate for all hours worked in the higher assignment, provided that the duration of the assignment comprises one-half of the total shift or more.

If the Community Affairs Lieutenant is not on duty, a Sergeant permanently assigned to the Community Affairs Division shall be paid the percentage difference between the minimum rate of pay between the sergeant and lieutenant wage rates in addition to their regular base hourly rate for all hours worked in the higher assignment, provided that the duration of the assignment comprises one-half of the total shift or more.

In each occurrence enumerated in this section, administrative differential will be added to this higher rate and the assigned Sergeant will be expected to perform any administrative work related to the higher class assignment that is required.

4.3 Differential

4.3.1 Superior Officers assigned to one of the following specialties shall receive pay for their appropriate salary plus a specialty differential of \$40.00 per week:

- Lieutenant – Community Policing
- Lieutenant – CID
- Lieutenant – Internal Affairs
- Lieutenant – Operational
- Lieutenant - JetPort
- Sergeant - CID
- Sergeant - CRU
- Sergeant – JetPort
- Sergeant - Internal Affairs
- Sergeant – Training
- Sergeant – Community Policing
- Sergeant - Traffic

4.3.2 Superior Officers possessing one of the following part-time specialty positions shall receive pay for their appropriate salary plus a specialty differential of \$40.00 per week; **Superior Officers assigned as Team Commanders shall receive a specialty differential of \$60.00 per week.**

Field Force

- Supervisor – Canine Unit
- Supervisor – Animal Control

Accident Re-constructionist
Hostage Negotiator
Special Reaction Team
MCJA Certified Firearms Instructor
Dive Team
Hazardous Devices Unit
HazMat Technician
Portland Regional Command Vehicle Team Supervisor

4.3.3 Specialists on the Special Reaction Team, Hostage Negotiation Team and the Hazardous Devices Unit will receive specialty pay upon completion of their required training or certification as designated by the Chief of Police.

4.3.4 Superior Officers selected to a full-time specialty may hold and be compensated for up to one (1) additional part-time specialty as listed above.

4.3.5 Superior Officers with an up-to-date Emergency Medical Technician certification shall receive a stipend of \$15.00 per week.

4.4 Step Movement

4.4.1 Employees will be eligible for a longevity step increase on their anniversary date of their appointment in current position in accordance with the pay plan.

4.4.2 In the event that an officer is promoted to another unit position, then such employee will be paid at the minimum rate of the range for his/her new position or shall receive a 5% increase, whichever is greater. The 5% increase shall be calculated on the employee's base rate plus specialty pay.

4.4.3 In the event that a Patrol Officer is promoted to Sergeant during the term of this Agreement, such employee will be paid at Step A of the Sergeant pay rate or will be paid at the step in that pay range which guarantees at least a 5% increase, whichever is greater. The 5% increase shall be calculated on the employee's base rate plus specialty pay.

4.5 Education Incentive Stipend

4.5.1 The City shall pay to eligible 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 degree: \$.34/hour
4 Year degree: \$.46/hour
Masters degree: \$.58/hour

4.6 Critical Incident Administrative Leave Pay

When supervisory officers involved in a critical incident, such as a use of deadly force or motor vehicle accident involving death or serious injury, on or off duty, while operating under the color of the law, are put on administrative leave, the City will pay them their average salary to include overtime earned during the previous fifty-two (52) weeks.

4.7 Shift Differential

All employees covered by this agreement whose regular assignment is to a shift for which the majority of the hours fall after 6:00 PM shall receive a shift differential of fifty cents (\$.50) per hour for the entire shift. Employees whose regular shift assignment is to a shift for which the majority of hours fall after 11:00 PM shall receive a shift differential of sixty-five cents (\$.65) per hour for the entire shift. Also, forty cents (\$.40) per hour for employees whose majority of work hours fall between 1:00 PM and 9:00 PM.

5. HOURS AND OVERTIME:

5.1 Regular Hours; Overtime

5.1.1 During the term of this Agreement, the regular work week and regular work day shall be forty (40) hours and eight (8) or ten (10) hours respectively.

5.1.1.1 This section is intended to provide a basis for calculation of any payment of overtime. The total hourly rate shall include all stipends and differentials paid hereunder, unless excluded under the Fair Labor Standards Act.

5.1.2 The regular work schedule as described above may be changed to a modified work schedule for any member of the Department when, in the opinion of the Chief, and with the concurrence of the City Manager, such a modified work schedule would be beneficial to the City. The modified work schedule shall consist of consecutive work hours within shifts. In no case will there be more than five work shifts in any 7-day period. In the event of the adoption of a modified work schedule, all hours worked by any employee in excess of forty hours per week or in excess of the modified

shift shall be paid at the rate of one and one-half (1-1/2) times the total hourly rate.

5.1.3 The forty (40) hour work week shall not be shortened whether on a regular or modified schedule; provided, however, that this provision shall not be construed as restricting, limiting or qualifying in any manner the right of the City to lay off members or reduce the work force in the Police Department in accordance with the seniority provisions.

5.1.4 All hours worked in excess of forty (40) hours per week or eight (8) or ten (10) hours per day shall be paid at the rate of one and one-half (1-1/2) times their total hourly rate. For the purpose of this section, "hours worked" shall mean only one of the following:

5.1.4.1 Hours actually worked and paid for with City of Portland Police Department funds.

5.1.4.2 Hours compensated for by holiday base pay.

5.1.4.3 Hours compensated for by vacation pay.

5.1.4.4 Hours compensated for by bereavement leave pay.

5.1.4.5 Hours compensated for by jury pay.

5.1.5 For the purpose of this section, "hours worked" shall not include:

5.1.5.1 Hours compensated for by sick pay.

5.1.5.2 Hours compensated for on so-called "non- City doubles" or special details.

5.1.5.3 Hours compensated for by reserve service leave or military leave.

5.1.5.4 Hours compensated for injury pay.

5.1.5.5 Hours compensated for by Workers' Compensation pay.

5.2 Witness Pay:

5.2.1 Any employee required, during his otherwise off-duty time, to appear at the Maine District, Superior, or U. S. District Courts; Grand Jury; Liquor Commission hearings, or Secretary of State hearings to be a witness in any matter arising out of the performance of duty shall receive a minimum of four (4) hours pay at one and one-half (1-1/2) times their total hourly rate or may receive one and one-half (1-1/2) times their total hourly rate, whichever is greater, but not both. The increase in court pay will become effective on the first full pay week after execution of the contract.

5.2.2 In the case of Civil Service Commission hearings only, any employee

required, during his otherwise off-duty time, to attend said hearings as a witness in any matter arising out of the performance of duty shall be compensated only for hours spent testifying as a witness computed to the nearest half-hour, at a rate of one and one-half (1-1/2) times his total hourly rate, plus up to a maximum of one (1) hour at his straight time rate for time spent prior to testifying.

5.2.3 The employee shall turn over to the City all witness fees or other payments paid directly from the Maine District, Superior, or U. S. District Courts; Grand Jury; Liquor Commission hearings; Secretary of State hearings; and Civil Service Commission hearings as or because of the employee being a witness and for which time he was compensated by the City pursuant to this section.

5.3 Special Details:

5.3.1 For purposes of this article, special details are defined as those assignments with respect to which the Department is reimbursed by non-City recipients of Police Department services or by the School Department or by the Department of Public Works. Except as provided in 5.3.2 below, employees shall receive a minimum of six (6) hours pay at the top Lieutenant's pay plus 25% or 1-1/2 times the top Lieutenant's pay plus 25%; times the number of hours worked, whichever is greater, but not both.

5.3.2 Employees assigned to non-City or non-school strike sites shall receive a minimum of eight (8) hours pay at the top Lieutenant's pay plus 25% or two (2) times the top Lieutenant's pay plus 25%; times the number of hours worked, whichever is greater, but not both.

5.4 Call Back Pay:

5.4.1 Employees called back to work outside their normal work day to perform law enforcement duties shall receive a minimum of four hours pay for the work for which they are called back, or may receive one and one-half (1-1/2) times their total hourly rate under the above provisions, whichever is greater, but not both. The total hourly rate shall include all stipends and differentials paid hereunder, unless excluded under the Fair Labor Standards Act. Except as provided in 5.4.1.1, this provision does not apply to call-ins or holdovers that result in an employee working in excess of eight (8) consecutive hours or to scheduled overtime.

5.4.1.1. Employees who are called on New Year's Eve and July 4th, to report early for their shift on that day, will receive the call-back pay provided in 5.4.1 above.

5.5 Administrative Differential in Lieu of Overtime Pay:

5.5.1 In addition to the pay for their appropriate salary bracket, the Superior Officers noted below will receive an administrative differential per week as compensation for the performance of their administrative responsibilities. Such differential shall compensate in full for any overtime hours worked by such Officers in performing all administrative responsibilities. The definition of administrative responsibilities shall not include the attendance of meetings scheduled outside of the individual's regular work day.

5.5.2 The following administrative differential shall be paid effective December 28, 2014:

Sergeants - **\$80.00** per week

Lieutenants - **\$90.00** per week

CID/Operations/Professional Standards Lieutenant - **\$100.00** per week

5.6 Scheduling of Overtime Assignments

5.6.1 Three (3) overtime shifts per week will be scheduled on Monday, Wednesday, and Friday for the purpose of scheduling upcoming special details and other overtime assignments. These jobs will be paid at a four (4) hour minimum at one and one-half (1-1/2) times their hourly rate or one and one-half (1-1/2) their hourly rate times the number of hours worked, whichever is greater, but not both.

5.6.2 The costs associated with this program will be factored into administrative fees charged to all non-City vendors. If the number of special details decreases significantly at any time during the term of this contract, the City reserves the right to renegotiate or terminate this program. If the City determines it is necessary to terminate this program, Department representatives will meet with the Union to discuss their concerns prior to terminating the program.

5.7 Overtime Board

A departmental Overtime Board comprised of the Major and the Presidents of both PBA and PSOBA, or their designees, will meet on an as-needed basis to discuss overtime issues raised by PBA and/or PSOBA bargaining unit members. Issues will be related primarily to overtime scheduling concerns but the Board will also have

the authority to recommend new or revised procedures providing such procedures are not in violation of departmental SOP's and to implement such recommendations upon a unanimous vote of the Board. PBA and PSOBA bargaining unit members will be required to present their concern/issue to this Board prior to initiating a grievance regarding that same issue.

5.8 Work Schedule Re-opener

The parties agree to reopen the contract to amend contract provisions impacted by a work schedule change agreed upon by the Association, the Police Chief and the City Manager.

6. HOLIDAYS:

6.1 The following shall be holidays for all employees covered by this Agreement, for the duration of said Agreement:

- | | |
|----------------------------------|--|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King's Birthday | 8. Indigenous People' Day |
| 3. Washington's Birthday | 9. Veteran's Day |
| 4. Patriot's Day | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Christmas Day |
| 6. Independence Day | 12. Floating Holiday |
| | 13. Juneteenth (June 19th) |

6.2 In the event an employee is assigned to work on one of said observed holidays, the Chief shall grant him a compensatory day off or allow the employee to cash in the holiday for eight hours of holiday pay. Employees who are not assigned to work on one of the said holidays will receive a holiday credit. In no instance shall more than 40 (five 8's) or 50 (five 10's) hours of holiday time respectively be carried into the next calendar year. Employees may cash in any holidays they would lose because of the five day carry-over requirement.

6.3 If an observed holiday occurs during the work week in which an employee is actually on scheduled vacation, the employee shall not be charged a vacation day for the day of the observed holiday. In such a case, however, the employee may, at his/her option, charge the observed holiday as a day of vacation leave and receive a holiday credit if such employee has sufficient accrued vacation leave prior to such observed holiday to so charge it.

6.4 In no event shall an employee be permitted to charge an observed holiday as a day of sick leave.

- 6.5 If employees wish to use a personal leave day on any of the holidays outlined in Article 6.1, or on Christmas Eve or New Year's Eve, they must submit a written request at least one (1) week in advance. Personal leave may be used on these days if management approves the request.
- 6.6 Members who cash in holidays after the week in which they occur will not have pension contributions deducted from these holiday payments. Holidays cashed in after the week in which they occur will be pensioned if and only if holiday hours when combined with other hours paid that week total less than or equal to forty (40) hours. Members who elect to take payment for these holidays in the week the holiday occurs will have pension contributions deducted from these holiday payments. Floating holidays when cashed in will be considered to be taken during the week in which they occur and will be pensioned as long as they are not carried into the next calendar year.

7. VACATIONS:

- 7.1 Vacation leave shall be earned by permanent employees at the rate of **.77** hours per full payroll week in the first through the second years of service; **1.54** hours per full payroll week in the third through the sixth years of service; **2.31** hours per full payroll week in the seventh through the nineteenth years of service and **3.08** hours per full payroll week in the twentieth and each succeeding year of service. For purposes of this Article, year of service is defined as consecutive City service.
- 7.2 Vacation leave earnings shall be credited and posted on a weekly basis. The weekly earnings rate shall be adjusted in the final week of the calendar year in accordance with annual accrual amounts of **40** hours, **80** hours, **120** hours and **160** hours.
- 7.3 Employees may accrue vacation leave from year to year up to a maximum accrual of 320 hours. Employees will be paid for all accrued vacation leave upon separation, but in no case shall such payment be for more than the maximum accrual of 320 hours.
- 7.4 Vacations shall be scheduled according to the present practice. All vacations, regardless of duration, must have the approval of the Chief of Police or his designee as to scheduling.
- 7.5 Employees will be allowed to "cash out" one (1) week of vacation (maximum of 40 hours) and one (1) week of accrued comp time (maximum 40 hours) per calendar year. In order to be eligible for vacation "cash out" an employee must earn a minimum of **two (2)** weeks' vacation per year.

7.6 Earn Paid Leave

7.6.1 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.

7.6.2 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.

7.6.3 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 7.4.

7.6.4 Employees shall be compensated for all accumulated vacation leave and EPL at the time of separation with a combined maximum payout of 320 hours. Any accrued EPL over this amount is forfeited at the time of termination of employment.

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

8. CLOTHING ALLOWANCE:

8.1 The City agrees to pay 100% of the cost of normal acquisition and replacement of uniforms and accouterments, including ties, gun belts, tie clasp, and stockings.

8.2 The City agrees to pay 100% of the cost of one (1) complete set of uniforms and accouterments including tie, gun belt, tie clasp and stockings for each Superior Officer who is not otherwise issued uniforms, and the City agrees that each such Superior Officer will be permitted to work extra jobs, outside work and overtime in such uniforms on the same basis as any normally uniformed Superior Officer.

8.2.1 All supervisors will be permitted to purchase allowable apparel and equipment on Appendix C. Officers will be reimbursed for such items up to a maximum of \$250 per fiscal year. The Officer's original receipts detailing their purchases must be submitted to the Police Department's Finance Department by the close of business on June 20th of each year.

8.3 Notwithstanding the above, the City agrees to pay 100% of the cost of repairing or replacing required uniforms or equipment, as well as eyeglasses, dentures or hearing aids, damaged lost or destroyed in the performance of "extra-hazardous" duties. The City further agrees to pay up to one hundred dollars (\$100.00) for repair or replacement of other personal items worn or carried by the officer, and damaged or destroyed in the performance of "extra-hazardous" duties, except that the maximum reimbursement for footwear will be \$100.00. The Bureau Commander or designee determines whether the damage occurred during the performance of extra-hazardous duty and, if so, whether repair or replacement is appropriate.

8.4 The City agrees to pay 100% of the cost of repair or replacement of civilian clothing and accouterments worn by plainclothes officers when such clothing has been damaged or destroyed in the performance of duty except as provided below in Article 8.5.

8.5 The CID Sergeant(s) and Lieutenants(s), the Internal Affairs Sergeants(s) and Lieutenant(s), and the Training Sergeant will be reimbursed by the City for purchase of articles of clothing that are reasonably necessary for the performance of their duties up to a maximum of \$1,000 per year. This maximum applies to purchase, maintenance and replacement of civilian clothing.

8.6 The CRU Sergeant will be reimbursed by the City for the purchase of articles of clothing that are reasonably necessary for the performance of their duties up to a maximum of \$500.00 per year. This maximum applies to the purchase, maintenance and replacement of civilian clothing.

9. INSURANCE:

9.1 Life Insurance:

- 9.1.1 The City shall pay the full cost of premiums of the Maine Public Employees Retirement System Group Life Insurance Plan for each employee at the maximum level permitted at the basic level of said insurance program. Those employees electing the MainePERS supplemental Life Insurance coverage shall pay the full cost for such coverage. Employees will continue to pay the cost of dependent life insurance premiums. The City reserves the right to obtain benefits equal to or better than the basic Maine Public Employees Retirement System Group Life Insurance Plan from an alternative source and to offer said alternative plan on the same terms as above during the life of this Agreement.
- 9.1.2 The City agrees to continue life insurance deductions on a pre-tax basis as provided by the Internal Revenue Service.

9.2 Medical Insurance

- 9.2.1 The City provides a primary self-insured health insurance benefits program with claims administration by a third party administrator. Effective January 1, 2005 changes to the City's Point-of-Service health benefit plan were implemented following mid-term reopener negotiations. Effective no sooner than January 1, 2016, changes to the City's health plan will be implemented incorporating the principles of a value-based insurance design. The PSOBA Union President and Executive Director are members of this Committee.
 - 9.2.1.1 The City's health plan shall include a four hundred dollar (\$400) deductible for the single plan and eight hundred dollar (\$800) deductible for the family plan per year.
 - 9.2.1.2 The City has agreed to establish a reserve account of one hundred fifty thousand dollars (\$150,000) to be used as outlined by the Health Insurance Advisory Committee.
- 9.2.2 For employees who were hired prior to January 1, 1985, the City will pay the full cost of the medical insurance premium for an individual or family subscription as appropriate per employee as outlined in subsection 9.2.4 below.
- 9.2.3 For employees who are hired on or after January 1, 1985, the City will pay the full cost of the medical insurance premium for an individual subscription per employee and in the case of an employee eligible for and electing family

coverage, for one-half (1/2) of the difference between the individual subscription rate and the family subscription rate. Employees are responsible for the full payment of the +19 premium. Effective January 1, 2005, there will be no separate +19 premium and the City will pay fifty-three percent (53%) of the difference between the cost of the individual subscription for any employee who is eligible for and who elects to have said family insurance. Effective no sooner than January 2016, the City will pay 85% of the medical insurance premium for an individual subscription per employee. Annually, the employee will have the opportunity to earn up to a 15% premium credit by meeting the five (5) requirements of the City's wellness program.

- 9.2.4 The City will pay, or share in the payment of, whichever is applicable, only the subscription level to which an employee is entitled by virtue of the number of people he/**she** may insure. However, employees who are members of the same family and eligible for coverage by more than one family subscription will be entitled to full or part payment, as applicable, from the City for no more than one family subscription, with other family members entitled only to individual subscriptions, except employees receiving double family coverage prior to September 26, 1983 shall continue to do so. Said subscriptions shall be on the same terms and conditions as specified in subsections 9.2.1 – 9.2.3 above.
- 9.2.5 The City reserves the right to obtain from another source health benefits and claims service. The City will provide the Union with thirty (30) days prior notice of any change in insurance provider, and the Union shall have ten (10) days thereafter within which to comment on such change.
- 9.2.6 Except as provided in 9.2.8.1 below, the City agrees to continue health care and dependent care benefit deductions on a pre-tax basis as provided by the Internal Revenue Service. The City further agrees to continue offering to employees the annual election of pre-tax health care flexible spending accounts on a voluntary basis.
- 9.2.7 Reopener: Notwithstanding any provision of this Agreement, either party may reopen this health insurance article during the term of the agreement. Should the City elect to reopen the Health Insurance article the Association reserves the right to reopen the Salaries article; the Salaries article shall only be reopened if the City reopens the Health Insurance article. Any subsequent negotiations shall be conducted in accordance with the most recently executed ground rules. The Union agrees to implement any changes required by federal and/or state statute without negotiation.

9.2.7.1 The Association agrees to participate in coalition bargaining with other City unions concerning health insurance when requested to do so by the City.

9.2.8 For the purposes of this article, "family" is defined as spouse or domestic partner, and dependents. To enroll a domestic partner on the City's health insurance plan, the employee must satisfy the City's eligibility requirements for claiming an individual as a domestic partner.

9.2.8.1 The portion of the employee's health insurance contribution for domestic partner coverage as outlined in 9.2.3 above will be taken on a post-tax basis.

9.2.8.2 The City's contribution to the premium cost for domestic partner coverage and coverage of dependents of the domestic partner will be reported as imputed income at year end, in accordance with Internal Revenue Service regulations, and will be calculated into the employee's gross earnings as taxable wages.

9.3. Income Protection and Dental Insurance Deductions

9.3.1 The City agrees to provide an income protection plan of its own choosing for employees and to permit employees to participate in such program at their own cost and through payroll deductions. The City reserves the right to modify its income protection plan at any time.

9.3.2 Employees may participate in any dental insurance plan which may be made available to employees at their own cost and through payroll deductions. Employees may enroll a spouse and dependent children on the plan; effective July 1, 1999 employees may enroll a domestic partner on the City's dental insurance plan providing the employee satisfies the City's eligibility requirements for claiming an individual as a domestic partner. In no case shall the City be required to make a dental insurance plan available to employees.

10. PENSIONS:

10.1 Permanent employees may participate in the appropriate Maine Public Employees Retirement System (MainePERS) defined benefit plan or the ICMA 401(a) defined contribution plan for their primary pension plan. The options are outlined below:

10.1.1 The City shall continue to provide to all employees employed as

police officers after April 17, 1980, a retirement benefit through the Maine Public Employees Retirement System, pursuant to the Consolidated Plan, Rule 94-411 Chapter 803, Sec. 8, Subsection **5** (Special Benefit Plan **3C**), of **two-thirds** of the average final compensation after twenty-five (25) years of creditable service regardless of age. **The 3C plan shall be effective on January 2, 2022.**

10.1.2 The City currently offers an ICMA 401(a) defined contribution qualified pension plan to new hires and current employees as an alternative to participation in the Maine Public Employees Retirement System defined benefit plan. Each participant has a plan account to which employee and employer contributions are made. Plan benefits are based on the total amount of money in the participant's account at retirement or eligible event. Maine Revised statutes Title 5, Section 18252-B sets forth the employee and employer contribution rates. **Effective January 2, 2022, the City's contribution to the 401a for any member covered under this agreement shall be the amount set in 5 M.R.S.A. Sec. 18252-B plus 2.5%.**

10.1.3 Effective July 12, 2010, transfers between the Maine Public Employees Retirement System (MainePERS) and the ICMA 401(a) defined contribution qualified pension plan are no longer permitted, and an employee's decision to join either plan is irrevocable for all periods of employment with the same employer as per MainePERS rules and laws.

10.1.5 The MainePERS Board of Trustees may establish by rule, the rate at which members (employees) who participate in the Consolidated Plan contribute to that plan.

10.2 The City shall continue to make available to all eligible employees enrolled in MainePERS for their primary pension plan the additional benefit of the so-called "two percent option" pursuant to the Consolidated Plan, Rule 94-411 Chapter 803, Sec. 8, Subsection 10 to the extent this option continues to be provided in the Maine Public Employees Retirement System Laws and the Consolidated Plan. Such option shall be prospective only, beginning on April 17, 1980. Said option shall be applied only to each year of MainePERS membership service in the Department served after completion of the age and service conditions for retirement and after April 17, 1980.

- 10.3 The City agrees to provide a listing of all options and benefits which are available to retiring employees.
- 10.4 The City offers a 457 plan through ICMA. Participation in this plan is voluntary and is in addition to participation in a primary pension plan as outlined in 10.1.
- 10.5 The City agrees to continue pension deductions on a pre-tax basis as provided by the Internal Revenue Service.
- 10.6 The parties mutually agree to the terms of a Retiree Health Savings Account (RHSA) as outlined in Exhibit E.**

11. SICK, BEREAVEMENT, AND FUNERAL LEAVE:

11.1 Sick Leave

Sick leave shall accrue at the rate of 1.85 hours for each full payroll week consisting of five (5) eight (8) hour days and accrue at the rate of 2.31 hours for each payroll week consisting of four (4) ten (10) hour days. Sick leave will accrue with unlimited accumulation.

11.1.1 Personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his position, unless the Police Chief determines that the employee is capable of other work in the Police Department. If requested, the employee shall furnish the Chief a certificate from his attending physician except as provided in 11.2 below.

11.1.2 Attendance upon members of the family within the household of the employee, including domestic partner, when their illness requires care by such employee, not to exceed twelve (12) days per year. If requested, the employee shall furnish the Chief a certificate from the attending physician.

11.1.3 In the discretion of the Police Chief, sick leave may be used in the event of the death of an immediate family member (defined hereby as spouse or domestic partner, child or child of domestic partner, mother, father, brother, sister, mother-in-law or father-in-law).

11.1.4 Any permanent employee working a standard work week who has been employed by the City for twelve (12) consecutive months as of the beginning of the calendar year is eligible to convert up to two (2) days or sixteen (16) hours of previously earned sick leave to an equivalent amount of personal leave. Eligible employees may make that election only during

the month of February for each year of the contract.

Neither conversion of sick leave to personal leave nor the subsequent use of personal leave under this Section shall be considered to be use of sick leave for purposes of determining eligibility for either the Leave Incentive Plan as described in Appendix **D** or the Chief's Perfect Attendance Program.

The employee will give the Bureau Commander or designee as much advance notice of the use of personal leave as circumstances permit; and in any case the employee will notify the Bureau Commander or designee of the use of personal leave in the same manner as required for sick leave. When using personal leave time, the employee is not required to give the reason for use of such time. Personal leave balances are not payable at separation from employment. However, an employee shall have the option at separation to convert unused personal leave to sick leave.

11.1.5 Employees who wish to use sick leave to care for a domestic partner in accordance with 11.1.2 above, or in conjunction with Bereavement Leave in accordance with 11.1.3 above, must satisfy the City's eligibility requirements for claiming an individual as a domestic partner.

11.2 Bereavement Leave

11.2.1 An employee shall be excused from work for five (5) days or a maximum of forty (40) hours because of death in his/her immediate family, as defined below, and shall be paid his/her regular rate of pay for the regularly scheduled work hours missed. Not more than eight (8) hours per day (10 hours per day for employees working a 4/10 schedule) shall be paid under this Article.

11.2.2 Immediate family is defined hereby as spouse or domestic partner, child, child of domestic partner, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, step-mother, step-father, step-sister, and step-brother. Immediate family also includes member of spouse or domestic partner's family similarly related. If domestic partner, the employee must meet the City's eligibility requirements for claiming an individual as a domestic partner.

11.2.3 An employee may also use sick leave in addition to bereavement leave in the manner provided in Section 11.1.3 of this Article.

11.2.4 Under special circumstances, the Police Chief shall have the sole discretion to grant the provisions of 11.2.1 to significant others not stated under the

provision of 11.2.2 and 11.3.1.

11.3 Funeral Leave

11.3.1 One (1) day (eight hours) may be used for attendance at the funeral of the following relatives: aunt, uncle, niece, nephew, grandchild, brother-in-law, sister-in-law, or other relatives living in the same household.

11.4 For the purpose of this article, "family" includes domestic partner. In order to use bereavement leave for the death of a domestic partner or child of domestic partner, or funeral leave for the death of a relative of a domestic partner, the employee must meet the City's eligibility requirements for claiming an individual as a domestic partner.

12. **UNUSED SICK LEAVE UPON RETIREMENT, LAYOFF, RESIGNATION, OR DEATH:**

12.1.1 Retirement Benefits

When an employee retires from continuous permanent active service with the City and is immediately eligible for retirement benefits under one of the two primary pension plans outlined in Article 10, the employee shall receive an amount equal to his/her salary at the time of retirement for one-half (1/2) of accumulated sick leave up to a maximum of 900 hours of pay, provided the employee has a minimum of 480 hours of sick leave accumulated. Retiring employees with less than 480 hours shall not receive any payment.

12.1.2 Layoff Benefits

When an employee is laid off from continuous permanent service with the City, the employee may elect to receive an amount equal to his salary at the time of lay-off for one-half (1/2) the number of days for unused sick leave which the employee has accumulated, provided that the maximum payment shall not exceed an amount equal to wages for ninety (90) days.

12.2 In the event of death before retirement of an employee covered by this Agreement, unused sick leave shall be paid, subject to the limitation set forth above for retiring persons, in the salary equivalent as follows:

12.2.1 To a beneficiary designated in writing by the employee, providing that the designation is in a form approved by the City and is on file in the employee's personnel file in Human Resources at the time of death. The

City reserves the right to maintain the payment in escrow in the event of any dispute as to entitlement of such payment.

12.2.2 If there is no such designated beneficiary on file, other payment shall be made to:

12.2.2.1 If said employee leaves a widow, or widower, with whom he or she was living at the time of death, then to such widow or widower;

12.2.2.2 If no such widow or widower, then to the children but if said employee leaves a minor child or minor children (including adopted children) then to the guardian of such minor child or minor children;

12.2.2.3 If no such widow or widower, or child or children, then to the estate of said employee.

12.3 In the event of death in the line of duty of an employee, the City shall pay one hundred percent (100%) of the total accumulated allowable amount up to one hundred eighty (180) days, as outlined in Sections 12.2 above. Furthermore, the City agrees to pay up to \$15,000.00 for funeral expenses for a line of duty death of an employee.

12.4 For resigning employees of good standing with less than ten (10) years of continuous permanent service within the department, payment shall be one-fifth (1/5) of accumulation with a maximum payment of thirty (30) days; for resigning employees of good standing with ten (10) years or more of continuous permanent departmental service, payment shall be one-half (1/2) of accumulation with a maximum payment of forty-five (45) days. A good standing resignation is considered to be two (2) weeks' notice of resignation.

13. ON THE JOB INJURIES:

13.1 Employees covered by this Agreement who are injured on the job and eligible for Workers' Compensation benefits shall receive, in addition to compensation paid or payable under the Workers' Compensation Act, an amount sufficient to bring them up to net pay while any incapacity exists, or until they are either placed on disability retirement, special plan retirement, return to active duty, resign, or are terminated by the Civil Service Commission for just cause. Absence because of such injuries shall not be charged to accumulated sick leave.

13.1.1 "Net Pay" is defined as the employee's base wages minus his federal and

state income tax deductions as of the date of injury.

- 13.2 In the event an injury is eligible for Workers' Compensation benefits, the 7-day waiting period shall be paid as part of the compensation due to the employee. If an employee injured on duty is disabled for more than fourteen (14) calendar days from the date of injury and the Workers' Compensation payment to the City for the 7-day waiting period exceeds the extra-hazardous payment for the waiting period, the City will send the employee a check for the excess.
- 13.3 Employees receiving Workers' Compensation benefits under this article shall continue to accrue sick leave, vacation benefits and holidays subject to the maximum accumulation, during the first twelve (12) months of incapacity. Employees may take vacation leave while out on Workers' Compensation, but in no case shall they receive double payment for vacation time. Insurance benefits shall continue as set forth in the Agreement.
- 13.4 Except as provided in 13.4.2 below, effective January 1, 2004, employees out on Workers' Compensation must pay their pension contribution based on the wage portion of the Workers' Compensation benefits that the employee receives. All pension payments will be made pursuant to the rules of the Maine Public Employees Retirement System. If payment is not made within thirty (30) days of when the employee receives the Workers' Compensation benefit, the employee will be responsible for accrued interest until contributions are paid.

13.4.1 Employees out on Workers' Compensation prior to January 1, 2004 may pay their pension contribution on an optional basis under the rules of the Maine Public Employees Retirement System. If such employee contribution is paid while the employee is out on Workers' Compensation or by the end of the calendar year during which the employee lost time, the employee is required to pay their contribution amount. If the employee pays their share after this date, they will be responsible for their contribution plus interest in accordance with Maine Public Employees Retirement System laws. The City will pay its share, including interest, in accordance with Maine Public Employees Retirement System laws.

13.4.2 The City has provided notice to the Maine Public Employees Retirement System of employees out on Workers' Compensation between January 1, 2004 and October 28, 2005, and has paid the interest accrued from January 1, 2004 through the date of letter(s) sent to each employee by the Maine Public Employees Retirement System regarding payment of pension contributions on their Workers' Compensation benefits. If payment is not made within thirty (30) days of when the employee receives the MainePERS letter, the employee will be responsible for accrued interest until

such contributions are paid.

13.4.3 Retirement service credit will be provided only for time for which pension contributions have been paid.

- 13.5 In the event of an on-the-job-injury, the City will deduct the dollar amount of an employee's regular pension contribution upon written authorization to do so from the employee and if said on-the-job injury payment is equal to or greater than said deduction. Said deduction may be made from sick or vacation leave, if available, in the event of an on-the-job injury.
- 13.6 Any interpretation or application of the Workers' Compensation Act shall be determined by the Workers' Compensation Board and shall not be subject to the contractual grievance/arbitration procedure as outlined in Article 16 of this Agreement or the arbitration procedure provided for by the Workers' Compensation Act.
- 13.7 The references to the Workers' Compensation Act in this article are not intended to expand or contract any rights the City has under the Workers' Compensation Act.
- 13.8 When medical testing is required by the City as a result of a known work-related exposure to air or bloodborne pathogens and is scheduled by the City during an officer's off-duty time, the City will compensate the officer for the actual time spent in the medical office or testing location at the officer's regular rate, or overtime rate in the event that the total hours worked that week exceed 40. A minimum of one (1) hour will be paid. Travel time to and from the medical office or testing location will not be compensated. Any follow-up visits for additional testing or treatment which are required by the City will also be compensated on the same basis as provided in this section. The employee may receive compensatory time off rather than pay hereunder, at his/her option. Examples of pathogens which may result in such testing are tuberculosis, rabies or hepatitis.
- 13.8.1 Except as specifically provided above, hours spent in medical treatment, testing, or other therapy which is done during off-duty hours by an employee will not be compensated whether such treatment, testing or other therapy is related to a work-related injury or exposure or not.
- 13.8.2 The City reserves the right to arrange testing and/or treatment during an employee's regular work schedule.
- 13.8.3 The City and the employee reserve any rights they have pursuant to the Maine Workers' Compensation Act.

13.8.4 When medical treatment is required for a supervisor during their regular shift as a result of an on-duty, work-related injury, and if the treatment extends beyond the officer's current shift, the City will compensate the officer for the off-duty time spent in the medical office, not to exceed two (2) hours at the officer's overtime rate in the event that the total hours worked that week exceed forty (40), or eight (8) or ten (10) hours per day as determined by the office's regular shift, but not for both. If the officer is required to return to the Police Department to complete necessary reports or paperwork after the medical treatment is concluded, the City will compensate the officer for the actual time spent at the officer's overtime rate. The employee may receive compensatory time off rather than pay hereunder, at his/her option.

13.9 Transitional Work Program

It is the goal of the City of Portland to assist an employee who sustains a work-related injury to return to the positions they held at the time of their injury. To that end, the City has defined specific work assignments which are referred to as "Transitional Work" that will be made available to those injured workers who, in the judgment of the City, will probably be able to return to "Regular Work" within three years of the date of injury. In making this decision major emphasis shall be placed upon information provided by health care professionals. "Regular Work" is defined as the position the employee held at the time of injury or, in the event that position is not available, another suitable position. The City will first seek to return the employee to the position he/she held on the date of injury. If that is not possible, the City will return the employee to a permanent position within the bargaining unit, unless no such job exists.

13.9.1 Eligibility

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

13.9.2 Duration of Assignment

An employee who meets the eligibility requirements in this policy will be assigned to the next available Transitional Work assignment and will be

permitted to work up to 90 days in that assignment. If at the end of the 90 day period, the employee has not been released to Regular Work, the employee will no longer be eligible for Transitional Work unless further medical evidence is presented that permits the City to believe that, with reasonable further periods of Transitional Work, the employee will probably be able to return to Regular Work. If such evidence is provided, the City may offer additional periods of Transitional Work for up to three years from the initial date of injury.

If, during the course of the Transitional Work, it becomes evident to the City that the injured worker probably will not be able to return to Regular Work within three years of the date of injury, the Transitional Work assignment may be terminated. Such employees will retain any rights they may have under 39 M.R.S.A. Sec. 217 with regard to employment rehabilitation.

13.9.3 Re-employment within Three Years of Date of Injury

- 13.9.3.1 If an employee becomes capable of performing the essential functions of the job classification held on the date of injury, with or without reasonable accommodation, within three years of the date of injury, the employee may return to work in that capacity. Upon return to work, the employee shall receive pay and benefits at the level he/she would have received if the injury had not occurred.
- 13.9.3.2 If the employee cannot return to the job classification held on the date of injury within three years of date of injury, the City will evaluate the employee's ability to perform other permanent assignments at an equal or lower rank that are available within the bargaining unit.
- 13.9.3.3 Upon a determination of capability to work, the employee will provide the City with his/her current medical restrictions and the positions he/she wishes to be considered for if unable to return to "Regular Work". If the employee is able to return to work for the City, but not in the position held at the time of injury, the City will seek to return the employee to the Police Department unless no suitable position exists with the department. Pay and benefits shall be determined by the City under the appropriate bargaining agreement and with concurrence of the bargaining unit representative. If the employee should return to a non-union position, the City's

Non-Union Personnel Policy will determine pay and benefits.

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

13.9.4 Termination of Employment

- 13.9.4.1 In those cases in which an employee has been unable to perform all the essential functions of his/her Regular Work for three (3) years from the date of injury, the employee may be terminated from employment. This termination is non-disciplinary. In the event of termination, the employee will receive at least ninety (90) day notification of the termination process and, at the same time, will be requested to provide a current medical report which assesses his/her ability to return to Regular Work within the ninety (90) day period.

13.9.4.2 If unable to return to Regular work by the date specified in the 90-day notification listed in 13.9.4.1, and providing the up-dated medical evaluation indicates a work capacity, the employee will provide the City with his/her current medical restrictions and the positions he/she wishes to be considered for, as an alternative to termination. The provisions of 13.9.3 will apply if the employee is capable of performing another permanent budgeted position with the City that is available within the ninety (90) day period.

- 13.9.5 Notwithstanding the above, all parties reserve their rights under the Workers' Compensation statute and other applicable State or Federal law.

14. MANAGEMENT RIGHTS AND DEPARTMENTAL RULES:

- 14.1 The City retains all rights and authority to manage and direct its employees, except as otherwise specified in this Agreement. The Association acknowledges the right of the City to make appropriate rules and regulations governing the conduct of its employees, provided they are not inconsistent with the provisions of this Agreement.

15. LEGAL AID AND PROTECTION:

15.1 Provided that the award of damages, including costs other than defense costs, against both the City and its employee(s) shall not exceed Four Hundred Thousand Dollars (\$400,000.00), which includes plaintiff's attorney fees and costs but not defense fees and costs, for any and all claims arising out of a single occurrence and subject only to the limitations set out hereinafter, when a member covered by this Agreement is sued for damages as a result of acts arising out of and in the course of his employment, the City shall:

- (a) Arrange, at the City's expense, for an attorney selected by the Corporation Counsel, to defend the member; and
- (b) Upon final judgment or settlement of the case, the City shall pay, through a self-insurance program or in its discretion through purchased insurance coverage, the amount of any judgment or settlement so limited, including court costs; or
- (c) Provide, in the City's discretion, defense and/or indemnification through purchased insurance coverage (limited to Four Hundred Thousand Dollars (\$400,000.00), including costs other than defense costs, for any and all claims arising out of a single occurrence).

15.2 Members have the following rights when represented by an attorney selected by the City:

15.2.1 The City attorney, prior to selecting an attorney to represent an Officer named in a lawsuit filed with the City, will consult with the Officer regarding the case and the attorney selection. Officers may indicate a preference for one (or more) attorney(s) over another (others) from the list of attorneys pre-approved by the City's attorney and the City shall take the Officer's input into account when selecting the attorney.

15.2.2 Officers who are named defendants in the case are entitled to be present at meetings between City representatives and the Officer's attorney regarding the case, including settlement discussions that would affect the Officer.

15.2.3 Attorneys hired by the City who simultaneously represent multiple parties, Officers(s) and/or Police Chief as well as the City, will recommend separate counsel for the Officer in the event that they determine that any of these parties have divergent interests.

15.3 Notwithstanding 15.1 and 15.2 above, the City shall not be required to either

defend or to indemnify a member who engages in acts for which that member is charged with or indicted for a criminal offense; or for acts which are committed while off-duty that are not lawfully authorized law enforcement conduct; or for on-duty conduct that is the subject of a civil complaint and which the City determines, following an investigation, constitutes bad faith conduct by the Officer. The City shall in no event be required to pay any exemplary or punitive damages.

15.4 In any instance where the City has refused to provide an attorney to a member for the reasons stated in 15.3, the following provisions shall apply:

15.4.1 If upon final judgment it is determined by a Court in a criminal action that the Officer is acquitted of any criminal charges, or the Officer is found not guilty in a criminal proceeding, or the criminal charges are dismissed and the dismissal is not part of a plea bargain in which the Officer pleads guilty or "nolo contendere" on other charges, the City shall reimburse the member in full for all costs of defense, including reasonable attorney's fees, incurred after the issuance of a criminal complaint or indictment. The City shall not be responsible for any costs incurred prior to the issuance of a complaint or an indictment. The member shall notify the Corporation Counsel of the name of the attorney selected to represent the member before any costs are incurred.

15.4.2 In any instance where the City denied coverage because it concluded that the Officer was not engaged in the good faith performance of his or her lawfully authorized duties when committing the acts that are the subject of the civil case, and the civil case results in a judgment for the Officer or only a nominal amount of charges are awarded, the City shall reimburse the Officer for all costs of defense including reasonable attorney's fees and shall pay the nominal damages.

15.4.3 In any instance where the City is required to pay for the Officer's attorney fees as set forth in 15.4.1 and 15.4.2, the fees shall first be approved by the Corporation Counsel and, if a dispute arises as to the reasonableness of costs of defense, including reasonable attorney fees, then the dispute shall be referred to the Board of Overseers Fee Arbitration Panel for a final and binding determination.

15.4.4 The City is not required to pay any exemplary or punitive damages.

15.5 It is a condition of the City's obligation to defend and/or indemnify an employee hereunder that the employee fully cooperate with the City in the defense of any claim by or against the City, regardless of whether the employee works for the City at the time that the claim is filed. "Full cooperation" hereunder shall include,

without limitation, providing information to the City and its attorneys (including attorneys designated or hired by the City), appearing and/or participating as a witness in the case when requested to do so by the City, including without limitation, participating in all pre-trial and trial proceedings. "City" as used under this section shall include officer, employees and agents of the City, including without limitation, attorneys designated or hired by the City. Except in those circumstances where such full cooperation is in conflict with the advice of the Officer's legal counsel or is in violation of the Officer's constitutional rights, failure to fully cooperate with the City in any case may result in disciplinary action against the employee, denial of the defense and indemnification obligation hereunder unless otherwise required by the Maine Tort Claims Act, and/or an assessment to the employee of losses incurred by the City that, in the City's judgment, would have been reduced or avoided with the employee's full cooperation.

- 15.6 Paragraph 15.5 above may not be construed to imply that an employee who is not a defendant has no duty to fully cooperate with the City and its representatives, when the City and its representatives, in their sole discretion, determine that the employee has information relevant to the claim or the defense of the claim against the City or another employee of the City. In such a situation, except in those circumstances where such full cooperation is in conflict with the advice of the Officer's legal counsel or is in violation of the Officer's constitutional rights, the non-defendant employee has a duty to fully cooperate with the City and failure to do so may result in disciplinary action against the employee.
- 15.7 The City agrees to release the employee from his/her shift for appearances at any necessary proceedings on the date of such proceeding and at the request of the City's designated defense attorney. Should the proceedings conclude prior to the end of the employee's shift, the employee may be required to report for duty for the remainder of his/her shift.
- 15.8 Any other language in Article 15 notwithstanding, the City's defense and indemnification obligations to an employee who is sued for acts committed while that employee was acting under the direction and control of and for the State, an agency of the State including but not limited to the Maine Drug Enforcement Agency, the Federal government, or any other governmental or quasi-governmental entity, shall be secondary to defense and indemnification coverage provided by that agency.
- 15.9 This provision shall in no way prevent the City from obtaining, in full or in part, insurance coverage for legal aid and protection required in this article. It is agreed that any insurance contract shall be between the City and the insurer or insurers chosen by the City. The rights of the City and the members are governed by this article and are not affected by the terms of any policy of insurance.

16. GRIEVANCE PROCEDURE:

- 16.1 Should the Association feel aggrieved concerning the interpretation or application by the Department or the City of any provision of this Agreement, the Association may seek adjustment of the grievance as follows:
- 16.2 The Association, through its authorized representative, shall take up the grievance with the employee's immediate supervisor. The supervisor shall meet with the Association within three (3) working days of receipt of notification of the grievance from the Association.
- 16.3 If the Association and the supervisor have not resolved the grievance, the Association may submit the details of such grievance in writing to the Chief of Police within five (5) working days after meeting with the Supervisor under Step A. The written grievance shall include the following:
 - 16.3.1 a statement of the grievance including the facts surrounding the issue;
 - 16.3.2 identification of the clause, section, or provision of the Agreement which is in dispute;
 - 16.3.3 the remedial action requested, when possible or practicable. The Chief shall respond to the grievance within five (5) working days after the grievance hearing at his level.
- 16.4 Within five (5) working days of receipt of the Chief's decision, the Association may appeal the decision to the Director of Human Resources by filing a copy of the written grievance and the responses at steps 16.2 and 16.3. The Director of Human Resources shall meet with the Association and provide the Association with a written response within ten (10) working days after the grievance hearing at the Director of Human Resources' level.
- 16.5 Within five (5) working days of receipt of the Director of Human Resources' decision, the Association may appeal the decision to the City Manager by filing a copy of the written grievance and the responses at Steps 16.2, 16.3, and 16.4. The City Manager shall meet with the Association and provide the Association with a written response within ten (10) working days after the grievance hearing at the Manager's level.
- 16.6 In the event that the decision of the City Manager rendered pursuant to 16.5 above is not acceptable to the Association, within five (5) working days after receipt of

the decision at Step 16.5, it may request in writing that the matter be submitted to arbitration. The City and the Association shall attempt to mutually agree upon an arbitrator. In the event they are unable to agree upon an arbitrator within seven (7) days of the request for arbitration, the arbitrator shall be selected through the American Arbitration Association in accordance with the rules of said Association then in full force and effect. Thereafter, the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Said arbitrator shall have no authority to add to, subtract from, or modify the provisions of this Agreement. The arbitrator's decision shall be final and binding upon the parties hereto. The costs of the arbitrator and of the arbitration shall be borne equally by the parties.

- 16.7 If a hearing has not been scheduled within ten (10) working days of receipt of the grievance at Steps 16.2, 16.3, 16.4 or 16.5 above, the Association may appeal the grievance to the next consecutive step of the grievance procedure. The time limits for processing of grievances may be extended by written consent of the parties.
- 16.8 At Steps 16.3, 16.4 or 16.5 of the grievance procedure, the Chief of Police, Director of Human Resources or City Manager may designate a duly authorized representative to act on his/her behalf.
- 16.9 Nothing in this Article shall diminish the right of any employee covered hereunder to present his own grievance as set forth in Title 26, Maine Revised Statutes Annotated up to and including the Manager's level.
- 16.10 The Association, or one of its members, may grieve general "non-contract" disputes arising out of conditions which are in whole or in part subject to the control of the Chief and/or which involve safety or health hazards, unsatisfactory physical facilities, surroundings, materials or equipment, unfair or discriminatory supervisions, and unjust treatment by fellow members. Such disputes as described in this Section may be grieved through Section 16.5, the City Manager's level, but such grievances are not arbitrable.
- 16.11 All grievances shall be commenced not later than thirty (30) days after the occurrence of one of the following two events, whichever shall be later in time:
 - 16.11.1 The time of the occurrence of the event or omission giving rise to the grievance, or
 - 16.11.2 The time the event became known to either the Association or the employees concerned.
 - 16.11.3 For the purposes of this Article, a work day shall be based upon a

Monday through Friday, forty (40) hours' work week.

17. PHYSICAL FITNESS:

- 17.1 The parties hereby recognize that the physical fitness of employees vitally affects the efficient, safe and productive operation of the Department and the quality of police services provided to the public. Each employee is required to maintain the level of physical fitness necessary to perform the normal duties of his/her position.
- 17.2 The Chief is authorized to promulgate a rule requiring each employee to undergo a physical fitness testing program on a regular basis beginning July, 1984. Said rule shall outline the tests which the employee is required to undergo, the testing standards and program guidelines.
- 17.3 The City shall provide \$75.00 annually to each employee to be used for a physical examination and/or to maintain their level of physical fitness to perform the normal duties of their position. In no case shall the City be obligated under this Article to spend more than \$75.00 per employee per year. Payment of the \$75.00 shall be made as soon as possible after the beginning of each fiscal year, beginning July 1, 1985, but not later than 30 days after the beginning of the new fiscal year.

18. TRAINING:

- 18.1 The City agrees to make available to each Superior Officer, and employees agree to participate in a minimum of twenty (20) hours per year of in-service training. Employees will be compensated for this and other mandatory training at appropriate rates for the time spent in training.

18.1.1 Employees who attend mandatory training during off-duty hours will receive a minimum of four (4) hours of straight time pay for attendance at the training or one and one-half times their hourly rate for actual hours spent in training, whichever is greater.

- 18.2 All opportunity for attendance at educational and/or training schools shall be posted with sufficient notice to employees so that application may be made.
- 18.3 Compensation for hours spent in approved non-mandatory training during off-duty hours will be in the form of compensatory time at a time and one-half rate except as provided in 18.4 below.
- 18.4 EMT training is non-mandatory training. Employees will not be compensated for off-duty time spent in EMT training or for travel to and from EMT training.

18.5 The City will pay tuition costs, including fees for training materials, and certification fees related to EMT training and certification that is recognized and approved by the State of Maine. The City will also pay re-certification fees associated with maintaining this certification.

18.6 Travel time will be paid for travel to and from required training that the Officer is attending as a student providing the Officer has already worked eight (8) hours, including time spent in training, on the date the travel occurs. Such compensation shall be in the form of compensatory time at a time and one-half rate and shall not exceed a maximum of two hours each way.

18.6.1 Requests for compensation for travel time must be submitted on a pay slip separate from the slip for the training.

18.6.2 The Chief or designee may approve travel time associated with non-required training but such approval is at his/**her** discretion.

19. STRIKES AND SLOWDOWNS PROHIBITED:

19.1 During the life of this Agreement, 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.

20. SAVINGS CLAUSE:

20.1 If any provision of this Agreement is in conflict with any City ordinance or regulation, this Agreement shall prevail. The invalidity of any particular provision of this Agreement shall not affect the validity of the remaining provisions. If for any reason any particular provision of this Agreement is found to be invalid, then that particular provision shall be renegotiated.

21. P.S.O.B.A. PRESIDENT, BOARD OF DIRECTORS, AND REPRESENTATIVES:

21.1 The President of the Association shall be allowed reasonable time off without loss of any benefits to prepare for representation and to represent members.

21.2 Members of the Board of Directors shall be allowed reasonable time off without loss of any benefits to represent members, at the member's request, at any grievance procedure or departmental hearing and shall be allowed sufficient time to interview and represent a requesting member during all stages of a grievance procedure.

- 21.3 Members of the Negotiating Committee shall be allowed sufficient time off without loss of benefits to represent the Association on all negotiations with the City concerning the Collective Bargaining Agreement.
- 21.4 The Association shall supply a list of all members referred to in paragraphs 21.1 - 21.3 to be kept at the Office of the Chief of Police for the purpose of verifying the status of the Association's President, Board of Directors and Negotiating Committee.

22. MEMBERS RIGHTS:

- 22.1 Members of the Portland Police Department hold a unique status as public officials, and the security of the City and its citizens depends to a great extent upon the manner in which members of the Department perform their manifold duties. The performance of such duties involves the members in all manner of contacts and relationships with the public. Out of such contacts and relationships may arise questions concerning the actions of members of the force. Such questions may require prompt investigation by Superior Officers designated by the Chief of Police or other competent authority.
- 22.2 To ensure that such investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the Department, the following rules of procedure are established:
 - 22.2.1 As much as possible, the interrogation will be conducted at a reasonable time taking into consideration the working hours of the member and the legitimate interests of the Department. The Officer conducting the interrogation shall advise the member that an official investigation is being conducted. The investigating Officer shall inform the member of the nature of the alleged conduct which is the subject matter of the interrogation and, unless circumstances warrant anonymity, shall identify the complainant. If it is known that the member being interrogated is a witness only, he/she shall be so informed.
 - 22.2.2 The interrogation shall be digitally recorded and the recording preserved by the investigating Officer until the investigation is resolved. A copy of the tape shall be provided to the member upon his/her written request. The interrogation shall be conducted with the maximum amount of confidentiality possible. The interrogation of a member suspected of violating Department Rules and Regulations shall be limited to questions which are directly, narrowly, and specifically related to the member's performance of duty as it relates to the alleged violation.

- 22.2.3 If the member is under arrest or is likely to be, that is, if he/she is a suspect or the target of a criminal investigation, he shall be afforded all rights granted under such circumstances to other persons.
- 22.2.4 In all cases wherein a member is to be interrogated concerning an alleged violation of Departmental Rules and Regulations which, if proven, could result in his/her removal from the Department, he/she shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his choosing and/or a representative of the Association before being interrogated, and his/her attorney and/or a representative of the Association may be present during the interrogation, but may not participate in the interrogation, except to counsel the member.
- 22.2.5 If the member under investigation is requested to submit to a polygraph examination, he or she will be apprised in writing of the incident or incidents about which the inquiry is to be made to enable the member to confer with counsel of his or her choosing. The questions asked on the polygraph examination will be limited to those directly and specifically related to the alleged violation. If a member is requested to submit to any other type of test, he or she will be advised of the type of test and the member will be afforded an opportunity to obtain a similar independent test if available.
- 22.2.6 The investigation will be conducted without unreasonable delay and the member will be advised of the final outcome of the investigation. At the end of thirty (30) working days the member will be informed of the status of the investigation.
- 22.2.7 Consistent with Maine State Law and with the Union's approval all internal affairs records that exceed the seven (7) year statute of limitation will be destroyed once per year as determined by the Chief. Any member may request that their records be destroyed on the anniversary of the seven (7) year statute of limitations.
- 22.3 No disciplinary action shall be taken by the Chief of Police, or his/her designee, against any member of the Department covered by this Agreement without due notice and the opportunity for a fair hearing before the Chief of Police or his/her designee.
- 22.4 For purposes of Section 22.3 of this provision, designee refers to an Officer above the rank of Major. Any reference to the Chief of Police in this Article may also apply to the Chief's designee.
- 22.5 Any member charged with a violation of Departmental Rules and Regulations,

incompetence, misconduct, negligence, insubordination, disloyalty, or other charge, shall be informed of the exact nature of the charge, and shall be given sufficient notice of the hearing date and time to allow him an opportunity to consult legal counsel, conduct an investigation, and prepare a defense. At the hearing before the Chief, the member may be accompanied by legal counsel and/or a representative of the Association. The member shall have the right to confer with his/her counsel at any time during the hearing and shall have the right to have his/her counsel speak on his behalf.

- 22.6 The hearing before the Chief of Police shall be informal in nature.
- 22.7 If, following the hearing, the Chief of Police finds there is just cause for taking disciplinary action, he/she may:
- 22.7.1 Suspend the member for not more than fifteen (15) working days;
- 22.7.2 In lieu of suspension and upon concurrence of the member, require the member to work not more than ten (10) days off without compensation;
or,
- 22.7.3 In lieu of suspension and upon concurrence of the member, require the member to attend a corrective school or counseling on off-duty time without pay.
- 22.8 No written reprimand involving an alleged violation of Departmental Rules and Regulations shall be placed in a member's personnel file and/or records unless the member is first given a copy of the written reprimand. The member shall have the opportunity to respond in writing and contest the validity of the written reprimand. The Chief of Police shall review both the reprimand and contesting document and upon finding just cause for the reprimand, may place in the member's personnel file and/or records the written reprimand and the contesting document. Such written refutation by the member shall be submitted to the Chief of Police within five (5) days after the member has received a copy of the reprimand.
- 22.9 When, through appropriate procedures, it is determined by the Chief of Police that just cause exists for removing a member or for suspending him for a period greater than fifteen (15) working days, the Chief of Police may recommend his removal or suspension to the Civil Service Commission. Any such recommendation shall be processed under the Civil Service Ordinance and shall not be grievable under this Agreement. Any final decision of the Civil Service Commission may be appealed only to Superior Court.

- 22.9.1 In the event that an employee is suspended by the Commission for a period in excess of thirty (30) consecutive days, the employee shall not accrue vacation, sick, or holiday benefits during the period of such suspension.
- 22.9.2 In lieu of the discipline being processed under the Civil Service Ordinance, the employee may waive in writing all Civil Service procedures regarding the proposed discipline and proceed before the Chief in accordance with the procedures set forth in 22.3 through 22.6. If the employee opts to proceed and accept discipline directly from the Chief, and feels aggrieved concerning the discipline, the Association may process such grievance in accordance with Article 16 of this Agreement.
- 22.10 For the purpose of this section, "disciplinary action" shall not include oral reprimands when no record of the reprimand is made directly to the member's personnel file and/or records.
- 22.11 All written reprimands and reports of disciplinary action (except instances involving suspension) shall be removed from the personnel file and/or records and destroyed one year after the incident involved, unless during that year the member has had subsequent disciplinary action taken against him/her involving other incidents. Under no circumstances shall the written reprimand or report of disciplinary action remain in the member's personnel file for more than two (2) years.
- 22.11.1 All records and/or reports of disciplinary action involving the suspension of a member for five (5) days or less shall be removed from the personnel file and/or records and destroyed three (3) years after the incident involved, unless during that period of time the member has had subsequent disciplinary action taken against him involving other incidents. Under no circumstances shall the written reprimand or report of the disciplinary action remain in the member's personnel file and/or records for more than five (5) years.
- 22.11.2 All records and/or reports of disciplinary action involving the suspension of a member for more than five (5) days shall be removed from the personnel file five (5) years after the suspension, unless during that period of time the member has had subsequent disciplinary action taken against him involving other incidents. Under no circumstances shall the records and/or reports of disciplinary action remain in the member's personnel file for more than eight (8) years.
- 22.12 All personnel records shall be confidential in conformity with applicable State law.

- 22.13 Any dispute concerning the confidentiality of such records or the access of members shall be finally determined by a court of competent jurisdiction and is not an arbitrable matter.
- 22.14 Upon request, a member shall have the right to inspect his/her official personnel record wherever kept. Inspection shall be during regular business hours of the respective repository and be conducted under supervision by the Department. A member shall have the right to make duplicate copies for his/her own use. No record(s) shall be withheld from a member's inspection.
- 22.15 A member shall have the right to include in his/her personnel record written refutation of any material he/she considers to be detrimental.

23. SENIORITY AND PERSONNEL REDUCTIONS:

- 23.1 Seniority *for all promotions subsequent to January 1, 2013* shall be determined as follows:

First, by the employee's rank.

Second, by the length of continuous time in rank

Third, by the length of continuous time in the previous rank.

Fourth, by length of continuous service with the City from the date of swearing in as a full-time police officer.

Fifth, by the date of employment with the City.

Finally, in the event of a tie in seniority dates, by alphabetical order.

- 23.2 The Employer shall maintain a seniority list of all employees covered by this Agreement.
- 23.3 Seniority points for the purpose of creating the eligible list for promotion, pursuant to Section 2-63 (2)(a) & (3)(d) of the Civil Service Ordinance, are calculated by "total time served as a member of the department and include time served as a police cadet".
- 23.4 For purposes of patrol assignments and transfers, as outlined in Section 24 of this agreement, seniority shall be determined as defined in Section 23.1.
- 23.5 In the event the City determines that it is necessary to reduce the work force, such reductions shall be made by seniority as defined in Section 23.1.
- 23.5.1 In the event of a reduction in force, bumping shall be allowed from a higher rank to a lower rank in the unit provided the employee who is bumping has had prior service time in the lower rank. Any employee who bumps down

due to a reduction in force shall be promoted back in the reverse order of bumping.

23.5.2 When an employee is bumped, seniority in his/her new rank shall be determined by the employee's prior length of service in the new rank to which he/she is bumping as well as the employee's length of service in the rank from which he/she was bumped.

23.5.3 Employees who bump into a position under Section 23.5.1 above will be compensated at the rate provided in the City's pay plan for that position.

23.6 In the event of a lay-off, the affected employee has recall rights for fifteen (15) months from the day of such lay-off, and employees will be recalled in the reverse order of lay-off.

23.6.1 Employees who are laid off will receive any separation pay to which they may be entitled.

23.6.2 The affected employee shall deliver his or her then mailing address and telephone number, if any, to the Chief of Police at his office and shall be obligated, as a continuing condition of his recall rights for said fifteen (15) month period, to continue to inform the Chief in writing of any change thereafter.

23.6 All other promotional seniority determined prior to January 1, 2013 shall not be affected by this agreement and shall remain as currently in effect.

24. TRANSFERS:

24.1 All decisions regarding the voluntary transfer of officers to all patrol assignments on the A, B, and C Teams shall be made for the safe and necessary operation of the Department, as determined by the Chief, or his designee, in accordance with the following criteria: 1) Seniority; 2) Qualifications; 3) Experience; 4) Performance; 5) Special training of skills.

24.2 In those instances when two or more officers have requested the same assignment, the officer with the most seniority must be assigned to that vacancy unless the Chief or his/**her** designee specifically finds that, based upon the above criteria, the employee with the lesser seniority is more qualified for the assignment.

24.3 The Chief of Police shall make the decision regarding the involuntary transfer of an officer to any assignment for cause in accordance with departmental needs. Cause for an involuntary transfer includes, but is not limited to, those instances

when:

1. the filling of a vacancy, either permanently or temporarily, is determined necessary to the safe operation of the Police Department;
2. the employee does not have an acceptable working relationship with other employees on his/her shift;
3. The employee's assignment creates the appearance of a conflict of interest for the department;
4. the employee has failed to maintain sufficient competency to properly perform his/her assignment and assume the responsibilities of his/her position;
5. the employee's performance is not accomplishing the functions and objectives of the department;
6. the employee demonstrates a lack of knowledge of the laws required to be enforced or an unwillingness or inability to perform assigned tasks;
7. the employee has failed to conform to work standards established for the employee's rank or position;
8. the transfer is necessary for the health and safety of the department;
9. the employee's current assignment creates a risk of liability for the department;
10. the employee is unable to maintain an appropriate level of cooperation in his/her dealings with other agencies to meet the goals that are a function of the employee's assignment.

24.4 No employee will be transferred for disciplinary reasons.

24.5 All officers involved in any transfer shall be given two (2) weeks prior notice. The Chief will meet with the officer at the officer's request to discuss the reasons for the transfer and provide the officers with specific written reasons relative to the above criteria.

24.6 Police Officers promoted to the rank of Sergeant will initially be assigned to Patrol and will remain in a Patrol assignment for six (6) months except as provided below. The six (6) month period begins on the date the Officer is sworn in to the rank of Sergeant. Sergeants with less than six (6) months in the bargaining unit may apply for other assignments in the event that no applications are received from unit members with over six (6) months in the unit.

24.7 Notwithstanding any other provisions of this section, specialized, outside assignments will not exceed three (3) years in duration; unless a public safety necessity dictates a longer duration. Specialized, outside assignments that involve the supervision of a unit, task force or group will not exceed five (5) years in

duration. Specialized assignments are defined as sworn assignments with an outside agency or program.

24.7.1 Upon acceptance of assignment to a specialized, outside assignment, the assigned officer will vacate his/her current assignment. At the conclusion of the specialized, outside assignment, the officer will be assigned to a non-specialty position within the department in accordance with that officer's seniority within the department. An officer returning to the department after a specialized, outside assignment will be entitled to "bump" an employee from that employee's current assignment in a non-specialty position in accordance with the returning officer's seniority within the department.

24.7.2 In cases where personnel are drawn only from a specialized unit because of departmental staffing issues or required training the officer will be allowed to return to their respective unit upon completion of their outside, specialty assignment, regardless of that officer's seniority within the department or specialized unit.

24.7.3 The duration of a specialized, outside assignment shall be at the sole discretion of the Chief of Police. The Chief of Police will be the final authority regarding the duration of an assignment.

25. LEAVES OF ABSENCE:

25.1 Military and Reserve Service Leave

Military leave and Reserve Service Leave shall be available to employees under the terms and conditions of applicable federal and/or State legislation. Any disputes as to rights under this provision are not arbitrable but may be determined by a court of competent jurisdiction.

25.2 Disability Leave of Absence

25.2.1 When disabled, an eligible employee may be placed on an unpaid leave of absence not to exceed three months if (1) either he or his attending physician requests same or, (2) his attendance or performance becomes unsatisfactory because of the disability. This initial twelve (12) week period will be processed as Family Medical Leave if the disability is covered by the Family Medical Leave Act.

25.2.2 Should the Chief of Police determine that an employee's attendance or performance is unsatisfactory because of a disability, the employee may be required to take a leave of absence. In making such a determination, the Chief of Police shall place major emphasis upon the recommendation of the employee's physician, as the recommendation concerns his/her health and physical capabilities. In the event the employee does not have a physician, the Chief of Police may direct the employee to go to a physician selected by the City. In order that such physician shall have the necessary facts upon which to base his/her recommendation, the Chief of Police and the Director of Human Resources shall furnish the physician with a statement concerning the requirements of the job and the conditions under which it is performed. In any instance in which the Chief of Police requires the employee to go on a leave of absence, if the affected employee or Association files a grievance, the burden of proof shall then be upon the City as to the correctness of such determination. In the event such determination is found to be unjustified, the employee involved shall be reimbursed for all lost time and/or restored all lost sick leave credits.

25.2.3 Except for emergencies, the employee shall submit a written notification to the Chief of Police at least two weeks prior to his/her anticipated departure stating the probable duration of the leave. The Chief of Police may require the employee to provide a statement from his/her physician setting forth (1) the anticipated duration of the disability, and (2) whether he/she may continue to perform his/her work assignments.

25.2.4 Upon written request of the employee submitted to the Chief of Police at least two weeks prior to the expiration of the granted leave, and at the discretion of the City Manager, after recommendation of the Chief of Police and the Director of Human Resources, a disability leave of absence without pay may be extended or renewed for an additional period of time but not to exceed a total of twelve months duration.

25.2.5 Disabilities caused or contributed to by pregnancy are, for all job related purposes, temporary disabilities.

25.2.6 Accumulated sick leave benefits shall be applied to any portion of the requested or required leave so eligible at the option of the employee, but cannot be used to extend a disability leave beyond the twelve month period.

25.3 Personal Leave of Absence:

25.3.1 An employee may request a personal leave of absence without pay for a period not in excess of thirty (30) days. The Chief, in his/her sole discretion,

may grant such leave.

25.3.2 During the period of such leave, the employee shall not be entitled to or accrue sick leave, vacation days or holiday pay. Insurance benefits shall continue as set forth in the Agreement. Seniority will accrue during the period of such leave.

25.4 Family Medical Leave

25.4.1 An employee who has been employed for twelve (12) consecutive months and has worked 1250 hours in the last twelve months is entitled to up to a total of twelve weeks of Family Medical Leave in any twelve month period. The leave shall be an unpaid leave unless the employee elects to use accumulated vacation leave or accumulated sick leave. The employee must give at least 30 days' notice of the intended date upon which Family Medical Leave will commence and terminate, unless prevented by medical emergency from giving that notice. Upon request, the employee shall provide medical certification, in the form of a completed City of Portland Health Care Provider Certificate Form, of the need for the leave. FMLA leave is governed by the requirements of the state and/or federal FMLA laws, as they apply. If the requirements, benefits, definitions and/or scope of FMLA changes during the term of this Agreement, such changes are automatically incorporated by this Agreement.

25.4.2 Employees who request to use Family Medical Leave for the purpose of caring for a domestic partner or child of a domestic partner must satisfy the City's eligibility requirements for claiming an individual as a domestic partner.

25.5 The employee is expected to return to work upon the expiration of the granted leave or to have arranged an extension of the leave prior to its expiration. If the employee fails to return to work on the expiration of the granted leave the employee will be deemed to be absent without leave and will be disciplined in accordance with departmental work rules.

25.6 During the term of any leave of absence taken in accordance with this Article the City shall continue to provide the employee with health insurance coverage for the duration of any authorized leave. Employees shall continue to accrue sick and vacation leave and receive payment for holidays for the first twelve (12) weeks of any authorized leave, regardless of whether or not the employee is using any accrued sick or vacation leave during such time. After the first twelve (12) weeks, there will be no further accrual of holidays, sick or vacation time except when the City exercises its rights under 24.2.2 and places the employee on leave. Seniority,

however, accrues during the term of the leave.

26. RESPONSE TIME:

- 26.1 Residency within the territorial limits of the City of Portland shall not be a condition of employment; however, in order to safeguard the health, safety, and welfare of Portland citizens, the Chief of Police has authority to promulgate a Departmental Rule and Regulation establishing a required "response time" for employees.
- 26.2 Within five (5) working days of the date of promulgation of the rule, the Association may appeal the rule to a single arbitrator on the sole issue of whether or not the rule is reasonable. The selection of the arbitrator and the rules of arbitration shall be the same as those provided in Section 16.6 of Article 16, Grievance Procedure.

27. PRINTING OF AGREEMENT:

- 27.1 The City will have five (5) copies of the Agreement for the Association within thirty (30) days subsequent to the ratification of the Agreement by both parties.

28. DUES DEDUCTION:

- 28.1 The City shall deduct regular weekly Association dues only upon receipt by the City Director of Human Resources of a signed authorization form from individuals who are members of the Association. Such authorization forms shall be supplied by the Association and be acceptable to the City. A sample copy of such form is appended hereto as Appendix C and shall be the form used in every instance. Said forms shall include a provision that the deduction, once duly authorized, may be cancelled only after fourteen (14) days written notice by the member to the City Director of Human Resources. If any such notice of cancellation is not revoked in writing by the member and delivered to the City Director of Human Resources within the above fourteen (14) day period, the City shall cease making deductions for that member.
- 28.2 The City agrees to forward the aggregate dues deducted to the duly elected Treasurer of the Association as soon as practicable. The City further agrees to forward, with such aggregate dues, separate totals of amounts paid to the Portland Police Protective Association and the Police Superior Officer's Association. In the event of a change in the amount of the dues voted by the Union membership during the term of this agreement, the Treasurer of the Union shall notify the City Director of Human Resources of such change in writing. After receipt of such notice by the Director of Human Resources, dues as therein noted shall be deemed to have been authorized to be withheld on behalf of the employees who had previously signed authorization forms unless and until the Director of Human

Resources receives a cancellation notice pursuant to Section 27.1 above.

28.3 The Association hereby agrees to indemnify, defend and hold the City harmless from any and all claims, actions, causes of action, grievances, loss, expenses or any other possible obligations arising out of or relating to said dues deductions or other obligations pursuant to Sections 27.1 and 27.2 above.

28.4 Nothing contained in this Article 27 shall be construed as requiring employees represented by the Association to become or remain members of the Association.

29. TERM:

29.1 This Agreement shall govern the rights of the parties from January 1, **2021** until and including December 31, **2023** provided, however, that if a new Agreement is not executed by the parties hereto on or before December 31, **2023**, the benefits of this Agreement accruing to the employee covered shall remain in effect until a new Agreement is reached, unless the parties shall mutually agree to the contrary.

N WITNESS WHEREOF, the CITY OF PORTLAND has caused this Agreement to be signed and sealed by Danielle West, its Interim City Manager and the PORTLAND POLICE SUPERIOR OFFICERS ASSOCIATION has caused this Agreement to be signed and sealed by Eric Nevins, its President, on the date first above written.

CITY OF PORTLAND

Witness:

By _____
Danielle West, Interim City Manager

PORTLAND POLICE SUPERIOR OFFICERS
ASSOCIATION –

Witness:

By _____
Eric Nevins, its President

APPENDIX A
PPSOA PAY PLAN

Sergeant			Effective	Effective	Effective
			1/3/2021	1/2/2022	1/1/2023
			*	2%	2%
	1	0-3 Yrs	\$34.16	\$34.84	\$35.54
			\$1,366.40	\$1,393.60	\$1,421.60
	2	3-5 Yrs	\$35.18	\$35.88	\$36.60
			\$1,407.20	\$1,435.20	\$1,464.00
	3	5-8 Yrs	\$36.24	\$36.96	\$37.70
			\$1,449.60	\$1,478.40	\$1,508.00
	4	8+ Yrs	\$37.33	\$38.08	\$38.84
			\$1,493.20	\$1,523.20	\$1,553.60
Lieutenant			Effective	Effective	Effective
			1/3/2021	1/2/2022	1/1/2023
			**	2%	2%
	1	0-3 Yrs	\$39.94	\$40.74	\$41.55
			\$1,597.60	\$1,629.60	\$1,662.00
	2	3-5 Yrs	\$41.14	\$41.96	\$42.80
			\$1,645.60	\$1,678.40	\$1,712.00
	3	5-8 Yrs	\$42.37	\$43.22	\$44.08
			\$1,694.80	\$1,728.80	\$1,763.20
	4	8+	\$43.64	\$44.51	\$45.40
			\$1,745.60	\$1,780.40	\$1,816.00
* 1st step is 5% above top detective pay, all other steps are 3% higher than the previous step					
** 1st step is 7% higher than top step Sergeant pay, all other steps are 3% higher than the previous step					

APPENDIX B

EMPLOYEE VOLUNTARY DEDUCTION FORM

Fund	Dept.	Div.	Print (last name first) Prog. Soc Sec. No.	Employee Name
<hr/>				
<hr/>				

Code	Amount	Add	Delete
_____	_____		Check add for perm change check delete to drop deductio
_____	_____		

INSTRUCTIONS: Please type or print.
The deduction form must accompany the payroll that change appears on.

NOTE: The figure under "Amount" is a replacement figure only. It is not the net difference. See reverse side for code number.

Effective: _____

27.1 Voluntary Cancellation of Membership

"The deduction, once duly authorized, may be cancelled only after fourteen (14) days written notice by the member to the City Human Resources Director. If any such notice of cancellation is not revoked in writing by the member and delivered to the City Human Resources Director within the above fourteen (14) day period, the City shall cease making deductions for that member."

APPENDIX C

Allowable Apparel and Equipment

Black Leather Jacket, Black Shoes & Black Leather Gloves
Winter Footgear
Business Suits/ Court Attire
Alterations to Suits/ Uniforms
Sweater
Black Boots
Prescription Eyewear
*Whistle and Chain
*Ear Phones
*Ticket Book Holders
*Off-Duty Holster
*On-Duty Holster (Approved)
*Badge
*Badge Case
*Black Pens
Flashlight (and replacement batteries, bulbs, lenses)
Flashlight holder
*Hand cuffs / Case
*Cuff Key
Practice Ammunition
Winter Scarf (Navy blue or black)
*Trooper-Style Pile Caps
*Insulated Collarless Vests
Sneakers (Chief designated)
Sunglasses
Turtleneck
Watch Cap
*Approved Multi-Purpose Knife
*Duty Bag
*Duty Belt (Nylon or Leather)
*BDU's for training purposes
*Duty Approved Weapon (Glock 17, 19 21, 26, 30 or pre-approved and inspected AR15/M16 .223 rifles), **pre-approved weapons optics** and attached flashlight and replacement batteries, bulbs and lenses
Promotional Exam Study Materials
Business Cards
Job Specific Books

*Outer Vest Carrier

Cell Phones

Fitbits or other approved fitness activity tracking devices

*Items designated as equipment.

APPENDIX D

LEAVE INCENTIVE PROGRAM

I. Program

- A. Any eligible employee may volunteer to participate in this Unused Sick Leave Incentive Program.
- B. Any Officer who has used two (2) days or less of sick leave within the previous twelve (12) months may elect to convert six (6) days of earned sick leave to five (5) days of paid leave. Any remaining earned sick leave during this period shall be accumulative as sick leave in accordance with the provisions of the COLLECTIVE BARGAINING AGREEMENT.
- C. The usage of these paid leave days shall be scheduled by the Department so as not to increase any financial obligation to the City, e.g. overtime coverage.
- D. A day is defined to be eight (8) hours or ten (10) hours depending on schedule.
- E. These paid leave days converted from sick leave shall not be interpreted to extend vacation day accumulation as provided in the COLLECTIVE BARGAINING AGREEMENT. Specifically, the maximum vacation accrual shall not be increased.
- F. It is the sole responsibility of the employee to initiate participation in this incentive program. The employee shall provide written notification to the department's Principal Administrative Officer of his/her decision to participate and forward a copy to the SOA President.

For the City of Portland

Date

For the SOA

Date

APPENDIX E

PSOBA/PORTLAND POLICE DEPARTMENT – RHSA

The City agrees to create a Retirement Health Savings Account (RHSA) for Members of the collective bargaining unit. The RHSA will contain the following provisions:

1. Employees shall not be eligible to participate in the RHSA until they have successfully completed their six-month probationary period.
2. A participant in the RHSA will contribute pre-tax dollars, via payroll deduction, to the RHSA, in the following amounts:
 - a. Sick Leave Accrual Contribution – In those instances where the employee's sick leave accrual at the end of the year (2021) reaches the number of hours designated below, the City agrees to contribute the monetary equivalent rate of compensation for the hours set forth below:

i. less than 400 hours	– 0 hours contributed
ii. 400 hours to 599 hours	– 20 hours contributed
iii. 600 hours to 799 hours	– 40 hours contributed
iv. 800 hours to 999 hours	– 60 hours contributed
v. 1000 hours to 1199 hours	– 80 hours contributed
vi. 1200 hours to maximum	-- 100 hours contributed
 - b. Catch up Contributions -- In the first year of the plan only, at the end of calendar year 2021, employees whose accruals eclipse the figures set forth above will be allowed to contribute "catch up" amounts as follows: Employees who reached 600 plus hours will be able to contribute 40 hours plus the 20 hours for the prior (400 hour) step. For employees with 800 plus hours, they will be able to contribute the 60 hours, plus the 40 hours plus the 20 hours for a total of 120 hours; and so on and so forth to the highest step.
 - c. Completion of Service – Upon completion of service with the Police Department, fifty percent (50%) of all employee's compensable time as set forth in the CBA for termination pay, shall be deposited by the City into the employee's RHSA at the then monetary equivalent rate of

compensation. The other fifty percent (50%) shall be paid to the employee in cash.

3. A participant in the RHSA may only withdraw funds for medical expenses. Withdrawal of funds may occur only upon separation from employment.