

Order 82-16/17

Passage: 9-0 on 11/21/2016

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
EDWARD J. SUSLOVIC (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

Effective 12/1/2016

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
JON HINCK (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING THE
COLLECTIVE BARGAINING AGREEMENT WITH
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES (AFSCME) LOCAL 481-07 SUPERVISORS**

ORDERED, that the attached Collective Bargaining One-Year Extension to Agreement with the American Federation of State, County and Municipal Employees (AFSCME) Local 481-07 Supervisors for July 3, 2016 through July 1, 2017, is hereby approved.

**AGREEMENT BETWEEN THE
CITY OF PORTLAND, MAINE
AND
AFSCME LOCAL 481-07
SUPERVISORS**

July 1, 2016 to June 30, 2017

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Access to Premises.....	46-47
Bulletin Boards.....	46
Clothing.....	42-43
Department Rules	5-6
Disciplinary Procedure	46
Dues Deduction	2-4
Embodiment of Agreement	53
Filling of Job Vacancies.....	45-46
Grievance Procedure	6-8
Higher Pay for Higher Classification of Work	28
Holidays	17-20
Insurance	22-24
Job Specifications.....	50-51
Job Training	43-44
Leaves of Absence	37-39
Legal Aid and Protection	51-53
License Requirements	50-51
Management Rights	5
Meal Allowance	16-17
No Discrimination by Parties	2
On-the-Job Injuries	32-36
Other Leave.....	39-41
Overtime	10-16
Pensions.....	24-25
Personnel Evaluations	41-42
Personnel Reductions and Seniority.....	47-49
Preamble.....	1
Printing of Agreement	53
Recognition	1-2
Regular Hours of Work and Night Shift Differential	25-28
Safety Committee	49-50
Savings Clause.....	8
Sick Leave	30-32
Strikes, Slowdowns, and Lockouts Prohibited	6
Term of Agreement.....	54
Time Off While Performing Association Duties.....	4-5
Tool Allowance	29-30
Unit Work.....	53-54
Unused Sick Leave upon Separation	36-37
Vacations	20-21
Wages and Salaries.....	8-9
Withdrawal of Resignation	44

Exhibit A	Dues Deduction Card
Appendix A	Definitions of Employment
Appendix B-1	Classification Plan
Appendix B-2, B-3, B-4, B-5	Pay Plans
Appendix C-1, C-2, C-3,C-4	Performance Appraisal Form, Intent Statement
	Process Outline and Performance Improvement Program
Appendix D	Job Families
Appendix E	Agreement for Transitional Work
Appendix F	Workfare Memorandum
Appendix G	Winter Departmental Procedures (Public Services Works, Parks, Recreation & Facilities and Jetport)
Appendix I	Standard Provisions for 4/10 Schedule
Appendix J	Jetport Tools (issued upon hire)
Appendix K	Prescription Eyewear Memorandum
Appendix L	Health Plan Reserve Account

AGREEMENT

This Agreement made and entered into this 23rd day of ~~February 2015~~, by and between the CITY OF PORTLAND, hereinafter referred to as "City" and Local 481-07, American Federation of State, County, and Municipal Employees, AFL-CIO, Council 93, hereinafter referred to as the "Union".

1. PREAMBLE

1.1 Pursuant to the provisions of the Municipal Public Employees Labor Relations Law (Chapter 9-A), Title 26, Maine Revised Statutes Annotated), 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 Union is the sole and exclusive representative of a Unit consisting of all permanent employees (as defined in Appendix A) working in the job classifications in the attached classification and pay plans (except those excluded by Chapter 9-A, Title 26, M.S.R.A. and excluding all temporary, seasonal, on-call, or probationary employees as defined below and in Appendix A) in the following Departments and Divisions:

Barron Center
Parking Division
Parks, Recreation and Facilities Management
Public Services **Works**
Aviation and Transportation

2.2 The Union shall bargain for such permanent employees in the above unit with respect to wages, hours of work, working conditions, and all other terms and conditions of employment.

2.3 All new employees in permanently budgeted positions shall serve a probationary period of six (6) months, and shall have no seniority, grievance, or other rights during this period, except as otherwise specifically provided in this Agreement. During the six (6) month probationary period, the appointing authority may remove the probationer at any time if his work or conduct are found below satisfactory standards. Notwithstanding the foregoing, probationary employees do receive holidays and earn vacation and sick leave during the probationary period, and can use earned vacation or sick leave during the probationary period, unless specifically prohibited by a section of the Agreement.

- 2.4 Upon completion of the six (6) month probationary period, the probationary period shall be considered part of the employee's seniority time. In addition, any employee who becomes a permanent employee, and who has previously served in the same classification as a temporary, seasonal, or project employee, shall have such temporary, seasonal, or project time credited against their probationary period.
- 2.5 Permanent part-time employees shall be covered by all of the provisions of this contract, and shall be entitled to benefits as outlined in Appendix A, which is attached hereto and incorporated herein.
- 2.6 The City shall provide the Union with a monthly listing of new employees and separated employees. The City shall also notify the Union of new job classifications when created with an opinion from the Department of Human Resources as to the appropriate Bargaining Unit for such new classifications.
- 2.7 The City and the Union agree to meet at reasonable times to discuss additions to and deletions from the recognition clause for possible changes in the recognition clause, and such changes will be by mutual agreement.

3. NO DISCRIMINATION BY PARTIES

- 3.1 Employees covered by the Agreement shall have all the rights afforded under Section 963 of Chapter 9-A, Title 26, M.R.S.A.
- 3.2 No employee shall be favored or discriminated against by either the City or the Union because of his or her membership or non-membership in the Union.
- 3.3 The parties agree they shall not unlawfully discriminate against any employees because of race, color, sex, sexual orientation, physical or mental disability, religion, age, ancestry, or national origin.
- 3.4 All references to male employees in this Agreement shall include female employees.

4. DUES DEDUCTION

4.1 Dues Deduction

- 4.1.1 The City shall deduct regular weekly dues, or fair share fees as provided in Section 4.2.1 below, premiums for income protection insurance for employees participating in the AFSCME Income Protection Plan as outlined in Article 16, INSURANCE, service fees for Union representatives, Union dues upon receipt of a signed authorization form from members and a certified

statement from the Treasurer of the Council as to the amount for dues, fees, and premiums. The signed authorization for deduction of dues shall be in the form attached hereto and marked Exhibit A. Said form shall include a provision that the deductions may be canceled only after fourteen (14) days written notice to the City. If the notice of cancellation is not revoked in writing by the member within said fourteen (14) day period, the City shall cease making dues deductions but will start making fair share deduction.

4.2 Fair Share Fees

- 4.2.1 For employees hired into a permanent position on or after March 1, 1985, said employees either (1) join the Union, or (2) agree to pay their fair share (representational fee) toward the Union's cost of collective bargaining, contract administration, and the adjustment of grievances through payroll deductions as outlined in this Article. The Union shall establish said fair share (representational fee) annually in accordance with Article IV, Section 2 of the AFSCME Council 93 Constitution and Article IX, Section 6 of the International Union Constitution, and shall notify the City promptly as to the percentage and dollar amount of said fair share. Said employees shall have ten (10) days after completion of their probationary period within which to join the Union or to agree to pay the fair share (representational fee) amount.
- 4.2.2 The Union agrees to establish bona fide internal Union procedure to allow non-member Union employees in the unit to challenge the level of the fair share (representational fee) deduction established hereunder. In the event of any challenge to the fair share (representational fee) provision, the City shall not be required to discharge any employee(s) for failure to comply with this provision until after the employee(s) have exhausted their internal Union remedies and so long as there is any litigation pending. The Union agrees to comply with the procedures established by any State and Federal laws and regulations regarding dues, fair share and representational fee deductions.
- 4.2.3 Upon receipt of a written authorization card from the employee, the City shall deduct the full Union dues as indicated. For those employees who do not select full membership, the City shall deduct from their paycheck the fair share (representational fee) pursuant to M.S.R.A. Title 26, Chapter 7, Subchapter 2 §629.

4.3 Amount of Dues

4.3.1 In the event of a change in the amount of dues or fees voted by the Union during the term of this Agreement, AFSCME Council No. 93 shall so inform the Director of Human Resources of the City in writing. After receipt of same, dues or fees as therein noted shall be deemed to have been authorized to be withheld on behalf of the employees who had previously signed authorization forms as noted.

4.4 Dues Transmittal

4.4.1 The City shall forward all such dues, and fees so collected to the AFSCME Council No. 93 Augusta, Maine Office on or before the 15th of the month following the month in which they were collected from the employees. Any premiums collected shall be forwarded directly to the insurance provider.

4.5 Indemnification

4.5.1 The Union shall defend, indemnify, and hold the City harmless against any and all claims or suits which may arise out of or result from the dues deductions taken, or not taken, pursuant to this Article, and the transmission thereof to the Union, said indemnification to include all costs and attorney's fees resulting from any claims or suits.

5. TIME OFF WHILE PERFORMING UNION DUTIES

5.1 The Chief Steward, or other authorized Union representative, shall be allowed time off, with pay, for meeting with City officials concerning Union business provided, in the judgment of the City, said time off does not interfere with work flow requirements. The Chief Steward, or other authorized representative, shall not leave his regularly assigned work in order to investigate a grievance without first obtaining approval of his supervisor. Such approval shall not be arbitrarily denied.

5.2 The Chief Steward, or other authorized Union representative, shall be allowed time off, with pay, during his regular shift hours for investigating grievances, up to a maximum of one (1) hour per grievance, or two (2) hours if necessary due to travel time, but not to exceed a total of four (4) hours per week, except with the permission of the Department Head or Deputy Department Head.

5.3 The City agrees to meet once per month with a Union Committee to discuss matters pertaining to non-grievable items not covered in this Agreement provided the Union Committee submits a written agenda of the items for discussion at least three (3) working days prior to the meeting date. Such meetings shall be held at mutually

convenient times. Whenever such meetings are held during normal working hours, the Union Committee shall be composed of not more than five (5) representatives.

- 5.4 During the term of this Agreement, up to two (2) weeks shall be allowed off the job, without pay, for no more than two (2) Union representatives at one time, to attend any regional, state, or national meetings of the American Federation of State, County, and Municipal Employees. No time off shall be granted under this paragraph unless the Department Head or his designated representative gives permission and determines there is sufficient manpower available for departmental operations. This provision does not limit the Union to select the same two (2) representatives for the several meetings, but the aggregate time allowed for leave shall not exceed twenty (20) work days during each calendar year.

6. MANAGEMENT RIGHTS

- 6.1 The City retains all right and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement.

7. DEPARTMENT RULES

- 7.1 The Union acknowledges the right of the City to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement.
- 7.2 The Unit President, the field representative for the Union, and the Chief Steward shall be supplied with a copy of the new or amended rule at least five (5) working days prior to the posting of the new or amended work rule on the bulletin boards.
- 7.3 When work rules are changed or amended or new rules are established, they shall be posted on all bulletin boards for a period of ten (10) consecutive work days before becoming effective.
- 7.4 All Department rules and regulations shall be posted in conspicuous locations throughout the Department in order for employees to familiarize themselves with these rules.
- 7.5 Employees will comply with all existing rules which are not in conflict with the terms of this Agreement. Any complaint involving discrimination in the application of new or existing rules may be processed through the grievance procedure.
- 7.6 The City and the Union shall form a committee of equal representation not to exceed eight (8) members for the purposes of organizing for employee distribution

all existing work rules. The Committee shall complete this tabulation for distribution to affected employees not later than one (1) year after the execution date of this Agreement. Any disputes as to operation of this committee shall be submitted to negotiation process for resolution.

8. STRIKES, SLOWDOWNS, AND LOCKOUTS PROHIBITED

- 8.1 The Union agrees that during the term of this Agreement, neither it nor its officers or members will engage in, encourage, sanction, support, or suggest any (1) strikes, (2) slowdowns, (3) mass absenteeism, (4) mass resignations, or (5) picketing which would involve suspension of or interference with normal work of the Department or other City Departments, or (6) any other similar action which would involve suspension of or interference with the normal work of the department or other City Departments.
- 8.2 In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be discharged by the City. The City agrees not to engage in any lockout of employees during the term of this Agreement.

9. GRIEVANCE PROCEDURE

- 9.1 Should the Union, or an employee in the Unit, feel aggrieved concerning the interpretation or application by the City of any provision in this Agreement, the Union may seek adjustment of the grievance as follows:
- 9.1.1 The Union, through the Chief Steward, or other authorized Union representative, shall take up the grievance with the employee's Division Head. The Division Head shall respond to the grievance within ten (10) working days from the date the grievance was presented by the Union.
- 9.1.2 If the grievance is not resolved at Step 9.1.1, within five (5) working days after receipt of the decision of the Division Head, the Union shall submit the details of such grievance in writing to the Department Head. Within five (5) working days thereafter, the Department Head, or his designee, shall meet with a representative of the Union for the purpose of adjusting or resolving such grievance. Within ten (10) working days after said meeting, the Department Head or his designee shall render a written decision.
- 9.1.3 If the grievance is not resolved at Step 9.1.2, within five (5) working days after receipt of the written decision of the Department Head or designee, the

Union representative may appeal to the Director of Human Resources by filing a written notice of appeal together with copies of the written grievance and the Step 9.1.2 decision. The Director of Human Resources or designee shall meet with the Union and shall provide a written decision within ten (10) working days of the date of the hearing.

- 9.1.4 If the grievance is not resolved at Step 9.1.3, within fifteen (15) working days after receipt of the written decision of the Director of Human Resources or designee, the Union representative may appeal to the City Manager by filing a written notice of appeal together with copies of the written grievance and responses at Steps 9.1.2 and 9.1.3. The City Manager or designee shall meet with the Union and shall provide a written decision within fifteen (15) working days of the date of the hearing.
- 9.1.5 In the event that the decision of the City Manager rendered pursuant to 9.1.4 above is not acceptable to the Union, within fifteen (15) working days after receipt of the decision at Step 9.1.4 it may request in writing that the matter be submitted to arbitration. The City and the Union shall mutually agree upon an arbitrator when possible. 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. The Union must submit a written arbitration request to the American Arbitration Association within sixty (60) days of the date of the City Manager's decision; if they fail to do so, they have forfeited their right to pursue the grievance to arbitration. Thereafter, arbitration shall be had 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 expenses of the arbitrator shall be borne equally by the parties.
- 9.1.6 The time limits for processing of grievances may be extended by written consent of the parties. Steps 9.1.1, 9.1.2 or 9.1.3 in the grievance procedure may be waived by written mutual consent of the parties.
- 9.1.7 At Steps 9.1.2, 9.1.3 and 9.1.4 of the grievance procedure, the Department Head, Director of Human Resources, or City Manager may act through his/her Deputy, Assistant, or other duly authorized representative.
- 9.1.8 All grievances shall be commenced not later than thirty (30) days after the occurrence of the event giving rise to the grievance, or within thirty (30) days after the time such event became known to the employee or employees concerned, whichever shall be later.

9.1.9 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. Any grievance processed by the Union shall go to a Grievance Committee of the Union before processing at Step 9.1.3 of the grievance procedure.

10. SAVINGS CLAUSE

10.1 If any Article or section of this Agreement, or any riders thereto should be held invalid by operations of law or by any tribunal of competent jurisdiction, or if compliance with the enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or any riders thereto shall not be affected thereby.

10.2 Within 30 days after the expiration of the time for appeal from a final decree of a court of competent jurisdiction and no appeal having been filed, the City and the Union agree to meet to negotiate in regard to the specific Article, section, or rider held invalid by the court. This exception to Article 40, Embodiment, shall not be construed as limiting or otherwise modifying such Article 40, except as herein stated. The parties shall be required to negotiate only as to the specific Article, section, or rider declared invalid, and shall not be required to negotiate while any appeals of a decision are pending, but may do so upon mutual agreement.

11. WAGES AND SALARIES

11.1 Effective **July 3, 2016**, employees will receive a **2%** across the board increase in accordance with the classification and seniority step pay plan attached hereto as Appendices B(1) and B(2).

~~11.2 Effective **July 6, 2014**, employees will receive a **1%** across the board increase in accordance with the seniority step pay plan attached hereto as Appendix B(3).~~

~~11.3 Effective **January 4, 2015**, employees will receive a **1%** across the board increase in accordance with the seniority step pay plan attached hereto as Appendix B(4).~~

~~11.4 Effective **July 5, 2015**, employees will receive a **3%** across the board increase in accordance with the seniority step pay plan attached hereto as Appendix B(5).~~

11.2 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. The City agrees to give a two week notice to all employees prior to implementation.

- 11.3 Wages of permanent part-time employees shall be based upon the seniority step pay plans (Appendix B(2)) but such employees' base weekly wages shall be pro-rated on the basis of a forty (40) hour work week.
- 11.4 Retroactive pay increases will be paid to active employees and retirees as of the date of signing of this Agreement, for the period beginning on July 7 3, 2013~~6~~ through the date of signing (the "period of retroactivity"). Retroactive pay will be determined by multiplying the difference between the employee's base wage during that same time period as determined by Appendix B (1 and 2) times the number of weeks at the new base wage and including all overtime. In the case of a promotion during the period of retroactivity, the employee's pay will be based upon his time in each position.
- 11.5 Effective July 1, 2002 employees who attain twenty (20) years of permanent, continuous City service will receive a \$600 lump sum bonus payment on the pay date following their twenty (20) year anniversary. These bonus payments are one-time payments and will be taxed but not pensioned.
- 11.6 Stipend Payments
 - 11.6.1 Fleet Services personnel who possess up-to-date ASE and/or EVT certifications will be compensated with a \$.25 per hour stipend for each certification up to a maximum of eight (8) total certifications. Stipends shall be effective at the start of the next payroll period after copies or proof of certification(s) are submitted to the Fleet Manager or Principal Administrative Officer.
 - 11.6.2 The Machine/Weld Shop Foreman in Fleet Services is eligible to receive a \$2.00 per hour stipend after obtaining a Pipe certification from the State of Maine Board of Boilers and Pressure Vessels.
 - 11.6.3 The ~~Public Services~~ Parks, recreation and Facilities Supervisor assigned to Forestry will receive a \$.50 per hour stipend for performing additional duties assigned by the Public Services Director or designee.
 - 11.6.4 The Fleet Services Supervisor will receive a \$1.00 per hour stipend for all hours worked for performing additional duties.

11.6.5 The Traffic Supervisor is eligible for a 3% stipend after obtaining two (2) certifications: Maine Master Electrician or IMSA Level II Certification.

11.6.6 The Island Supervisor who obtains a Boating Skills & Seamanship certification shall receive a fifty (\$.50) per hour stipend for all hours worked year round.

12. OVERTIME

12.1 This section is intended to provide a basis for calculation of any payment of overtime.

12.2 Except as provided in 12.2.1 and 12.2.2 below eight (8) hours worked shall constitute a day's work and forty (40) hours worked shall constitute a week's work at base hourly rates of pay. Ten (10) hours worked shall constitute a day's work and forty (40) hours worked shall constitute a week's work at base hourly rates of pay for employees on a four (4), ten (10) hour day work schedule. Twelve and a half (12-1/2) hours worked shall constitute a day's work and thirty-seven and a half (37-1/2) hours shall constitute a week's work at base hourly rates of pay for employees on a three (3), twelve and a half (12-1/2) hour work schedule.

12.2.1 Public Services **Works and Parks, Recreation and Facilities (if applicable)** employees who work the weekend shift for the winter period shall be scheduled to work three 12-1/2 hour shifts and shall receive forty (40) hours of pay. This Friday through Sunday schedule is their regular work week. Their hourly rate of pay will be adjusted for the winter period in accordance with the Fair Labor Standards Act (regular weekly salary divided by 37-1/2 hours worked). This provision also applies to the Public Services **Works** Dispatcher who works the weekend shift during the non-winter period.

12.3 Except as provided in Appendix A for part-time employees, a monetary rate of one and one-half (1-1/2) times the base hourly rate shall be paid for all work performed by employees covered by this Agreement during the work week in excess of forty (40) hours per week or eight (8) hours per day if working a 5-day schedule, or ten (10) hours per day if working a 4-day schedule, or twelve and a half (12-1/2) hours per day if working a 3-day schedule, but not both; provided, however, that payment shall be modified under the circumstances described in Sections 12.3.1, 12.3.2 and 12.3.3 below. With the concurrence of the Department Head and the employee, compensatory time off at a time and one-half rate may be provided in lieu of the monetary overtime payment. In no case shall an employee accrue more than eighty (80) hours of such compensatory time. Effective July 1, 2010, employees may earn a maximum of ninety (90) hours of compensatory time during the fiscal year.

- 12.3.1 Notwithstanding 12.3 above, if an employee used sick time at the start of or during his regular shift after working 16 consecutive hours or more, then the overtime shall be paid at a straight time rate for the number of hours equivalent to the number of sick hours used.
- 12.3.2 Public Services **Works and Parks, Recreation and Facilities (if applicable)** employees who work the weekend shift on a seasonal or year-round basis will not be eligible for overtime after eight (8) hours per day on a regularly scheduled work day; instead they will be eligible for overtime on a regular work day if they work in excess of their regularly scheduled twelve and a half (12-1/2) hour shift. These employees will be paid at time and one-half their adjusted hourly rate for all additional hours worked during Monday through Thursday, providing they do not call out sick during their regularly scheduled weekend hours.
- 12.4 For the purposes of this section, "Hours Worked" shall mean only one of the following:
- 12.4.1 Hours actually worked.
 - 12.4.2 Hours compensated for by holiday base pay.
 - 12.4.3 Hours compensated for by bereavement leave.
 - 12.4.4 Hours compensated for by vacation pay.
 - 12.4.5 Hours compensated for by compensatory time off.
- 12.5 For the purposes of this section, "Hours Worked" shall not include:
- 12.5.1 Hours compensated for by holiday premium pay.
 - 12.5.2 Hours compensated for by call-back pay.
 - 12.5.3 Hours compensated for by jury/witness pay.
 - 12.5.4 Hours compensated for by reserve service leave.
 - 12.5.5 Hours compensated for by sick leave pay.
 - 12.5.6 Hours compensated for by personal leave pay.
- 12.6 Department Heads will discuss distribution of overtime with the Union upon request.

- 12.7 When overtime work is necessary, the Union will make every reasonable effort to distribute overtime equally among the regular, full-time employees in the Department, provided the employee is capable of performing the work. However, the Union will not make such reasonable effort in cases where employees cannot be reached by telephone or in cases where employees refuse overtime work. The City will make available to the Union Chair information on overtime distribution at the request of the Union.
- 12.8 If the Union believes that the City is acting in a manner that is contrary to the Union's ability to distribute overtime equally, the City will meet with officers of the Union to discuss the Union's concerns.
- 12.9 Overtime shall not be voluntary between the winter period or during periods of imminent danger to the health, safety, and property of Portland citizens (hereinafter referred to collectively as involuntary overtime). Overtime required to complete scheduled sanitation and recycling removal is considered to be involuntary overtime for the full calendar year. Imminent danger determinations are made by the City Manager or designee. When, in cases of emergency, personnel and/or equipment are called in from other Departments, the personnel from other Departments shall be released from their duties when the workload lessens, unless they are acting as relief workers for regular, full-time workers.

12.9.1 Winter Operations Staffing

Employees' shifts and job responsibilities shall remain as current except as provided below. The City will limit each employee's winter operation obligation to sixteen (16) consecutive hours, with an eight (8) hour off-duty period after performing sixteen (16) consecutive hours, in the **Public Services Works and Parks, Recreation and Facilities (if applicable)** Department; exceptions to this schedule may be made if extenuating circumstances exist. Staffing and operational issues require that Aviation and Transportation employees continue to work throughout the snow event.

- 12.9.1.1 **Public Services Works and Parks, Recreation and Facilities (if applicable)** employees will be assigned to winter operations teams. These teams will be called in for supervision, checking and/or dispatching, and performance of other duties related to sand/salt, plowing or snow removal operations and maintenance of winter recreational facilities within designated times in order to achieve the sixteen (16) hour objective. When employees are needed to work in excess of sixteen (16) consecutive hours, such overtime shall be filled on a voluntary basis when possible.

12.9.1.2 Aviation and Transportation employees may take breaks as necessary and as approved by their supervisor. They will follow the break guidelines as outlined in Appendix G in order to balance the safety and operational needs at the Jetport.

12.9.1.3 Workers' Compensation claimants may be assigned transitional work, including shift work, which meets the needs of the City and the injured employee.

12.9.1.4 Employees shall be available at all of the following times:

- A. When directed to be available.
- B. Employees will be notified of predicted weather events through informational postings at the worksite. Each employee is responsible for checking these postings daily.
- C. Some weather events occur suddenly. In the case of non-predicted weather events, the Union assures the City that its members will respond as quickly as possible. The use of pagers, when furnished, is recommended.

12.9.1.5 Employees shall be available during the winter months as follows:

- A. The departments of Public Services Works, Parks, Recreation and Facilities Management and Aviation and Transportation will make convenience beepers available to employees at the beginning of the winter season. Employees issued a convenience pager will be expected to notify the department upon receiving the page and to report to work promptly. These pagers offer the employee the ability to move about normally during the winter months while fulfilling their responsibility to the City to be available.

12.9.1.6 Employees who are not available as defined above will be subject to progressive discipline.

12.9.2 The City reserves the right to make all decisions regarding the City's response to the emergency. The parties agree that employees from other bargaining units and from other departments may be utilized as necessary to

supplement unit members regularly assigned to snow removal or other emergency operations providing that unit members in other departments who volunteer to participate in winter operations outside of their regularly scheduled shift are called first.

12.9.3 Labor-management committees have been established to make advisory recommendations regarding hardship requests and overtime refusals. These recommendations will be agreed to by the parties prior to implementation. These committees may also make recommendations regarding emergency response procedures and refer safety issued to the appropriate safety committee.

12.9.3.1 Hardship

The City recognizes that certain individual situations may cause hardship in regards to involuntary overtime and/or shift assignments. Requests for hardship exemptions for overtime, shifts or other extraordinary circumstances will be considered through the following process. All employees with current or predictable hardship situations must request a hardship exemption. The request must be submitted in writing to be considered by a Hardship Committee by August 15. The Committee will consider the request and submit its recommendations to the Department Director for approval.

12.9.3.1.1 An employee granted an overtime or shift hardship exemption will be removed from the call-in list and waives his/her contract right for equalization of overtime.

12.9.3.1.2 The results of a hardship exemption request/approval process are not grievable.

12.10 The City agrees to continue the cooperative practice of having the overtime list of Foremen and Supervisors maintained by the Unit Chair or designee and submitted to the City for approval. The list shall be maintained throughout the year and all unit members will be on the mandatory overtime list except for those with approved hardship exemptions. The list shall designate which employees agree to be available for the purpose of working non-mandatory overtime. Management will inform the Unit Chair of the departmental overtime need and the Union agrees to provide a qualified unit member or members to fill that need. When, in management's judgment, a qualified Supervisor or Foremen is not available from such list, the City reserves the right to assign such overtime duty to appropriate Supervisors and Foremen. The Union agrees to provide individuals to work overtime

during the non-winter months when personnel are required to perform City functions in one or more departments for specific needs or events.

12.11 Call-Back Pay

12.11.1 Employees called back to work shall receive a minimum of two (2) hours pay at the overtime rate for the work for which they are called back, or may receive one and one-half (1-1/2) times their base hourly rate under the above provisions, whichever is greater, but not both. This provision shall apply when employees are called back to work at least one and one-half (1/1/2) hours prior to the beginning of the work shift. This provision does not apply to scheduled overtime.

12.11.2 Employees who report to work within thirty (30) minutes of the time they are first called or paged shall be paid from the time of said call or page; otherwise, they shall be paid from the time they report to work.

12.12 Stand-by Pay

12.12.1 If a Division elects to designate a person to carry a beeper, they will solicit volunteers and designations will be made from qualified volunteers providing sufficient volunteers are available. If a sufficient number of volunteers are not available, the City will designate a qualified Division employee to be on stand-by. The payment for the stand-by designation shall be one hour per day on weekdays, weekend days and holidays.

12.12.2 Employees designated to be on stand-by may respond to questions over the phone. If employees are working by phone for more than one hour they will be paid according to the overtime provision in the article. If the employee responds to the work site, the call-back provision shall apply.

12.12.3 This provision does not apply to employees who carry a convenience pager at any time during the year.

12.12.4 30 Week Beeper Program

On-Call Supervisor – An AFSCME Supervisor/Foreman will carry a cell phone during the effective hours of the program. The cell phone will be passed from one Supervisor/Foreman to the next Supervisor/Foreman on a weekly basis.

Timeframes – This program will begin at midnight when winter shifts

end and will cease upon the start of the next winter shifts beginning each year. Program participants will be on call seven (7) days a week, twenty-four (24) hours per day.

Program Structure – Prior to implementation each year, a volunteer list will be posted and then weekly assignments will be made in order of seniority by the Principal Administrative Officer and will be posted at least one week prior to the start of the program. Swapping days/weeks will be allowed and the employee on call will be asked to sign a form that will need to be submitted to the Payroll Clerk and Dispatch to maintain accurate accounting.

Vehicle and Equipment Issues – There will be a special vehicle assigned to the 30-week beeper program with tools, equipment and materials the on-call person may need to complete assignments. On-call equipment will be pre-identified and the on-call Unit employee will procure appropriate logbooks and be responsible for maintaining the vehicle.

Response Process – The on-call Supervisor/Foreman will receive the initial contact when an issue arises. He or she will assess the situation and determine if they will respond accordingly or if they will call the Labor & Trades beeper to help out the situation. The on-call Supervisor/Foreman must use discretion in making this decision as to avoid “unit work” issues.

Activity Reporting Form – There will be a “callback” form that will need to be generated every time the 30-week beeper person is utilized and has to report to work. This person will also be accountable to complete the same form for the Labor & Trades employee when utilized. Completed forms will go to the District Coordinator for approval.

Employees cannot carry more than one (1) on-call beeper at a time.

13. MEAL ALLOWANCE

13.1 An employee shall receive an additional ten (\$10.00) dollars as a meal allowance whenever said employee shall have worked a period comprising twelve (12) consecutive hours (including meal and rest breaks) except as provided in 13.1.1 and 13.1.2 below.

13.1.1 Public–Services **Works** employees who work a weekend shift will not be

eligible for a meal allowance for working their regular twelve and a half (12-1/2) hour shift. Weekend shift employees will be eligible for the \$10.00 meal allowance if they work in excess of twelve and one-half (12-1/2) consecutive hours.

13.1.2 Public Services Works and Parks, Recreation and Facilities (if applicable) employees will receive a lump sum payment of \$200 (minus federal and state income taxes, medicare tax and pension) on the first pay date in December. This payment is for any meal allowance that would be earned during the winter period. The \$10.00 meal allowance per occurrence will be in effect for Public Services Works and Parks, Recreation and Facilities (if applicable) employees for the non-winter period only.

13.1.2.1 Instead of a meal allowance stipend, an additional \$.11 per hour will be paid to all employees at the Jetport.

14. HOLIDAYS

The following holidays shall be paid holidays for all employees covered by this Agreement:

- | | |
|-------------------------------|--|
| 1. New Year's Day | 8. Columbus Day |
| 2. Martin Luther King Jr. Day | 9. Veterans Day |
| 3. President's Day | 10. Thanksgiving Day |
| 4. Patriot's Day | 11. Day following
Thanksgiving Day |
| 5. Memorial Day | 12. Christmas Eve (1/2 day
except as noted below) |
| 6. Independence Day | 13. Christmas Day |
| 7. Labor Day | |

14.1.1 Compensation of permanent full-time employees, who work a 5-day Monday through Friday schedule, for the holidays listed above is described in paragraph 14.2. Compensation of permanent full-time employees who work a 7-day coverage schedule is described in paragraph 14.3. Compensation for permanent full-time employees who work a modified schedule is defined in the Memorandum of Agreements that outline the terms and conditions of that schedule. Compensation for permanent part-time employees for the holidays listed above is described in paragraphs 14.4 and Appendix A.

14.2 Permanent employees working a Monday through Friday Work Schedule

14.2.1 Payment for full-day holidays under this Article shall be made on the observed, not the actual, holiday. If any of the above full-day holidays falls on a Sunday, the following Monday shall be the observed holiday. If it falls on a Saturday, the preceding Friday shall be the observed holiday.

Employees will receive base holiday pay equal to the hours they would normally work that day of the week. Employees who work on the holiday will receive additional compensation as outlined in 14.4.

14.2.2 Permanent full-time employees receive a half-day holiday on Christmas Eve in those years that December 24th falls on a Monday, Tuesday, Wednesday, or Thursday. The second half of the employee's shift is the holiday period. The employee will receive base holiday pay for the second half of the shift; if the employee works the second half of their scheduled shift, s/he will also receive holiday premium pay as outlined in 14.4. If December 24th is not a regular work day for the employee, the employee will not receive any holiday base pay for Christmas Eve but will be paid in accordance with 14.5 if s/he is called into work after Noon on December 24th providing December 24th falls on a Monday, Tuesday, Wednesday, or Thursday that year.

14.2.3 For permanent full-time employees, full-day holidays that fall on an employee's regular scheduled day off, s/he may elect to receive one of the following: a holiday credit of eight (8) hours, or eight (8) hours of straight time pay during the week in which the holiday occurs, or a day off with pay in the work week immediately prior to the holiday.

14.2.4 If an observed full-day holiday occurs during the week in which an employee is actually on scheduled vacation, the employee will not be charged a vacation day for the day of the observed holiday. In those years that Christmas Eve falls on a Monday, Tuesday, Wednesday, or Thursday, employees will not be charged vacation for the portion of the day that is considered to be the employee's holiday in accordance with 14.2.2.

14.3 Seven Day Coverage Employees

14.3.1 Seven day coverage employees means Aviation and Transportation, Public Services **Works, Parks**, Recreation and Facilities Management, and Health & Human Services employees who work other than a Monday through Friday schedule. This designation may apply on either a seasonal or year-round basis.

14.3.2 Payment for New Year's Day, July 4th, and Christmas Day shall be on the actual, not the observed holiday for seven-day coverage employees. Payment for all other holidays shall be on the observed holiday. Payment for full-day holidays (actual or observed) shall be base holiday pay equal to the number of hours the employee normally works that day of the week.

14.3.3 If one or more of the actual full-day holidays listed above in 14.3.2 falls on an employee's scheduled day off, the employee has the options described in

14.2.3 above. The provisions of 14.2.3 are also applicable if the employee is not regularly scheduled to work on the observed date of one or more of the holidays not specifically listed above.

14.3.4 Seven-day coverage employees receive a half-day holiday on Christmas Eve in those years that December 24th falls on a day that the employee is regularly scheduled to work. The employee will receive holiday base pay for the second half of their shift and will receive holiday premium pay as described in 14.4 if required to work during the second half of the shift.

14.4 Holiday Premium Pay

14.4.1 Except as provided in 14.4.3 and 14.5, employees who work on an observed holiday during the twenty-four (24) hour span of the observed holiday, or in the case of Christmas Eve during the second four (4) hours of the work shift, shall be entitled to their base pay, plus one and one-half (1-1/2) times their base hourly rate for all hours worked during the normal eight (8) hour work shift of the employee.

14.4.2 Except as provided in 14.5, any hours worked in excess of eight (8) hours during the above described holiday period shall be compensated at a rate of two (2) times the employee's base hourly rate.

14.4.3 Except as provided in 14.4.4, employees who work on Thanksgiving Day or Christmas Day, during the twenty-four (24) hour span of the observed holiday, shall be entitled to their base pay plus one of the following for all hours worked that day:

14.4.3.1 double time their base hourly rate; or,

14.4.3.2 compensatory leave earned at the double time rate.

14.4.4 Solid Waste Division employees regularly assigned to oversee/perform sanitation and recycling duties will work on the actual or observed holidays that fall during their regular schedule except for the actual Christmas Day Holiday and the actual New Year's Day holiday. Employees will be expected to oversee/perform sanitation and recycling on the Saturday prior to or following for both of these holidays if the holiday falls on a week day. If Christmas and New Year's falls on the weekend then employees will be expected to oversee/perform sanitation and recycling on the observed holiday. Employees will receive overtime compensation for actual hours worked on the Holiday or the Saturday prior to or following for both Christmas and New Year's holidays. Thanksgiving and the day after will not

be worked. Solid Waste Division employees will be paid regular holiday pay for both days.

14.4.4.1 On each actual or observed Holiday worked, there will be one person in Dispatch on that day.

14.5 Public Services **Works and Parks, Recreation and Facilities (if applicable)** employees working the three (3) day weekend shift shall be paid as follows:

14.5.1 If the holiday falls on an employee's regularly scheduled work day but the employee is not scheduled to work that day, the employee will receive twelve and a half (12-1/2) hours of base holiday pay at their straight time hourly rate.

14.5.2 If the holiday falls on an employee's regularly scheduled work day and the employee is scheduled to work that day, the employee will receive twelve and a half (12-1/2) hours of base holiday pay plus actual hours worked at time and one-half times their straight time hourly rate. In the event the employee works more than their regularly scheduled hours, they will receive double time instead of time and one-half for any hours worked in excess of twelve and a half.

14.5.3 If the holiday falls on an employee's regularly scheduled day off and they do not work the holiday the employee will receive eight (8) hours of straight time pay or eight (8) hours of holiday credit.

15. VACATIONS

15.1 Subject to the limitation on accumulation and earning of vacation leave set forth in Subsection 15.4, vacation leave shall be earned beginning with the first payroll week for which the employee is first covered by this Agreement. Other non-bargaining unit employment with the City will be credited provided it is consecutive City service.

15.2 Vacation leave shall be earned by permanent full-time employees at the rate of 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. The weekly earnings rate shall be adjusted in the final week of the calendar year in accordance with annual accrual amounts of 80 hours, 120 hours, 160 hours and 200 hours. The year end adjustment for employees who have not been employed as a permanent employee for the full calendar year will be based on a pro-ration of these annual amounts.

- 15.3 Vacation leave earnings shall be credited and posted on a weekly basis. For purposes of this Article, years of service is defined as consecutive City service.
- 15.4 Employees may accumulate earned vacation time on the following basis:
- 15.4.1 All employee hired prior to January 1, 1979 may accumulate up to a maximum of 240 hours of vacation leave.
- 15.4.2 All employees hired on or after January 1, 1979 may accumulate up to a maximum of 160 hours of vacation leave.
- 15.4.3 In the event that an employee has accumulated the maximum amount of leave including time converted from sick to vacation leave pursuant to Article 21.3, Conversion of Sick Leave, such employee shall not earn any additional vacation leave. The employee will begin earning vacation leave again in the month in which the earned leave drops below the maximum, but such earnings shall not be retroactive.
- 15.5 Vacations shall be scheduled by the Department Head or designee, throughout the calendar year as long as such scheduling does not interfere with normal work-flow requirements as determined by said Department Head. Subject to the foregoing, seniority of employees within division will be the basis for scheduling vacations. For purposes of selecting vacation, seniority is to mean time in a supervisory capacity only.
- 15.6 Employees may use accumulated vacation days on an hourly, single day, or weekly basis, provided that the request has been made prior to noon of the preceding workday and has been approved by the Department Head or his designee.
- 15.7 Employees shall be compensated for all accumulated vacation leave at the time of separation subject to the limitation on the maximum accumulation.
- 15.8 Vacation Call-In Pay
- 15.8.1 An employee who is actually on scheduled vacation and is called in to work once the vacation has started shall be paid a rate of two and one-half (2-1/2) times his base hourly rate for all hours worked during his normal work shift of eight (8), ten (10) or twelve and one half (12-1/2) hours. Any hours worked in excess of the employee's normal work shift of eight (8), ten (10) or twelve and one half (12-1/2) hours during vacation call-back time shall be compensated at a rate of three (3) times the employee's base hourly rate. In addition, the employee called in from vacation time shall have his time lost from vacation rescheduled according to the manner set forth in this section, provided that the rescheduling does not interfere with another employee's

scheduled vacation, who is in the same job classification.

16. INSURANCE

16.1 Life Insurance

16.1.1 The present practice with respect to City and employee participation in the cost of the Maine Public Employees Retirement System group life insurance premiums shall be continued. Dependent and supplemental life insurance is also available at the employee's expense for those who participate in the group life insurance plan. 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.

16.1.2 The City agrees to continue life insurance deductions on a pre-tax basis as provided by the Internal Revenue Service.

16.2 Medical Insurance

16.2.1 The City provides a self-insured health insurance benefits program, with claims administration by a third-party administrator. The City reserves the right to implement changes to this primary plan that are recommended by the Health Insurance Advisory Committee and approved by the City Manager.

16.2.2 For employees who are hired into a permanent position prior to March 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 section 16.2.5 below.

16.2.3 For employees who are hired into a permanent position on or after March 1, 1985, the City will pay the full cost of the medical insurance premium for an individual subscription per employee and for one-half (1/2) of the cost of the family subscription for an employee who is eligible for and who elects to have said family medical insurance coverage. Employees are responsible for the full payment of the +19 premium. Effective January 1, 2005, there will be no separate +10 premium and the City will pay fifty-three percent (53%) of the difference between the cost of the individual subscription for an employee who is eligible for and who elects to have said family medical insurance coverage. 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 that consist of completing a health risk assessment (3%),

completing biometric testing (3%), meeting with a health coach (3%), documenting fitness related activity (3%), and being tobacco free or enrolled in a smoking cessation program (3%).

- 16.2.4 The City's contribution for the individual or family premium as determined under subsections 16.2.2 or 16.2.3 above will be prorated for permanent part-time employees as provided in Appendix A.
- 16.2.5 The City will pay, or share in the payment of in the case of permanent part-time employees, or employees eligible for insurance under subsection 16.2.3 above, only the subscription level to which an employee is entitled by virtue of the number of people he may insure. However, employees who are members of the same family and eligible for more than one family subscription will be entitled to full or part payment, as appropriate, from the City for no more than one family subscription, with other family members entitled only to individual subscriptions. Said subscription shall be on the same terms and conditions as specified in subsections 16.2.1 - 16.2.4. above.
- 16.2.6 The City reserves the right to obtain from another source, health and claim service which are equal to or better than those provided as of August 1, 1983. 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.
- 16.2.7 The City shall begin payment on health insurance premiums on the first full month of employment. Upon separation, any balance due for that month's employee's premium will be deducted from the employee's final paycheck or balance billed if the final paycheck is insufficient to cover the amount due.
- 16.2.8 The City agrees to continue dependent care health benefit deductions on a pre-tax basis as provided by the Internal Revenue Service. The City further agrees to continue pre-tax health care flexible spending accounts effective January 1, 2002.
- 16.2.9 Reopener: Notwithstanding any provision of this Agreement, either party may reopen this health insurance article and the salary article on or after July 1, 2001. The salary article shall only be reopened if the health insurance article is renegotiated and upon request of either party. Any subsequent negotiations shall be conducted in accordance with the most recent executed groundrules.
- 16.2.10 A member of the bargaining unit may be appointed by the bargaining unit to serve on a Health Insurance Advisory Committee, comprised of one (1) member from each participating bargaining unit in the City

and an equal number of City representatives. The parties agree to participate in quarterly Labor/Management Advisory meetings to review claims experience data, track the effectiveness of the plan design changes and any other health benefit issues of concern to either party.

16.2.11 Except as provided in 16.2.12.1, the City agrees to continue health care benefit deductions on a pre-tax basis as provided by the Internal Revenue Service.

16.2.12 For 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.

16.2.12.1 The portion of the employee's health insurance contribution for domestic partner coverage, as outlined in 16.2.3 above, will be taken on a post-tax basis.

16.2.12.2 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.

16.3 Income Protection and Dental Insurance Deductions

16.3.1 The City agrees to deduct premiums for the Union's income protection plan for employees participating in said plan and so long as the Union makes said plan available. The deduction for the Union plan will be made pursuant to Article 4, Dues Deduction. If the Union plan becomes unavailable, employees will have the option to participate in the MMEHT Income Protection Plan.

16.3.2 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; employees may enroll a domestic partner on the 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.

17. PENSIONS

17.1 The City is a participating local district under the Maine Public Employees Retirement System (MainePERS). Permanent employees who work a normal work week of 21 hours or more per week are required to join the retirement system program in accordance with the MainePERS Rules, or join the City's alternative ICMA-RC 401(a) plan as provided below. The employee's decision to join either plan is irrevocable for all periods of employment with the same employer as per MainePERS laws and rules.

17.1.1 The City shall continue to participate in the Maine Public Employees Retirement System (MainePERS) Regular Plan, Rule 94-411, Chapter 803, Sec. 7, Paragraph A (Regular Benefit Plan AC). The City further agreed to continue to participate in the cost of pension payments under the options currently in effect. 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.

17.1.2 The City currently offers an ICMA 401(a) qualified pension plan to new hires and current employees as an alternative to participation in the Maine Public Employees Retirement System defined benefit plan. Maine Revised Statutes Title 5, Section 18252-B sets forth the employee and the employer contribution rates.

17.2 Effective January 1, 1992, the City agrees to continue to participate in a qualified deferred compensation plan for permanent part-time employees who work 20 hours or less per week. The deferred compensation plan provides for immediate vesting and optional withdrawal of the account balance upon the employee's termination.

17.3 The Union agrees not to grieve, arbitrate nor litigate on behalf of any employee(s) any claim or claims, directly or indirectly, arising out of the City's practice in regard to employee voluntary buy back, solely at employee expense, of retirement service for the first six months of employment for employees hired prior to July 1, 1984.

17.4 The City agrees to continue pension deductions on a pre-tax basis as provided by the Internal Revenue Service. State Income Tax deductions will be calculated in accordance with State Tax Law.

18. REGULAR HOURS OF WORK AND NIGHT SHIFT DIFFERENTIAL

18.1 The regular work week shall consist of five (5) consecutive days. The regular hours of work, or shift, shall be eight (8) consecutive hours, excluding interruptions for lunch or meal periods. Upon mutual agreement between the City and the Union the regular work week may be modified in whole or in part to meet the service needs of the citizens of Portland and to provide flexibility to the employees. Ten (10) hours

worked shall constitute a day's work and forty (40) hours worked shall constitute a week's work at base hourly rates of pay for employees on a four (4), ten (10) hour day work schedule. Twelve and a half (12-1/2) hours worked shall constitute a day's work and thirty seven and a half (37-1/2) hours worked shall constitute a week's work at base hourly rates of pay for employees on a three (3), twelve and a half (12-1/2) hour day work schedule.

18.2 Each employee shall be scheduled to work a shift with regular starting and ending times. Upon the determination by the City of its staffing needs, assignments to work weeks and shifts shall be made from the classification or classifications needed. Such shift assignments shall be made first on the basis of volunteers by seniority and then on the basis of inverse seniority, defined as time in the classification. Winter shift assignments shall be made and submitted to the Department no later than October 15. Work schedules showing employee shifts, work days, and hours shall be posted on all department bulletin boards at all times. Work schedules shall not be changed, except for emergencies or for good cause, including, but not limited to achieving operating economies, adjusting to technological changes, affecting a change in work program, or reflecting a change in work site. Except in the event of an emergency, the City agrees to provide employees a minimum of two (2) weeks notice of work schedule changes by posting such changes on departmental bulletin boards.

18.3 Lunch or meal periods shall be in the middle of the work shift. Morning and afternoon coffee or rest breaks of fifteen (15) minutes maximum duration shall be granted by the supervisor, but no such break need be granted during periods of emergency operation affecting the health, safety, and property of Portland's citizens. The supervisor of crews working in areas where coffee is not readily available shall have complete discretion as to the number of employees who can leave the job site, and how coffee or refreshments are obtained. Employees in the unit shall have a ten (10) minute cleanup period immediately prior to their lunch period and immediately prior to the end of their shift, except during periods of emergency operation affecting the health, safety and property of Portland's citizens. Modifications shall be allowed upon mutual agreement between the City and Union.

18.3.1 Public Services **Works and Parks, Recreation and Facilities (if applicable)** employees working the weekend shift will receive two (2) paid one-half hour breaks during the shift instead of one unpaid half-hour break and two paid fifteen (15) minute coffee or rest breaks.

18.3.2 Public Services **Works and Parks, Recreation and Facilities (if applicable)** employees working the second and third shift Monday through Friday will have one (1) one-half hour paid meal break.

18.3.3 With the approval of the Department Head, or Designee, employees in certain divisions and sections may have the option of a thirty (30)-minute paid meal

break in the field. The meal break shall occur as close to mid-shift as possible. A twenty (20)-minute mid-morning break may also be taken in the field. One person may be designated to obtain food and beverages for the crew. The break will not start until the "runner" returns with food/beverages and work will resume at the end of the specified 20-minute mid-morning break or 30-minute meal break. Employees may stop at stores or restaurants adjacent to the work site during the specified break periods. However, the length of breaks will not exceed the specified times. The two, 10-minute wash up periods are eliminated before lunch and at the end of the work shift. The end of the work shift shall be thirty (30) minutes earlier. Punch out time is five (5) minutes prior to the end of the shift. Crews may break down worksites ten to twenty minutes prior to punch out time in order to allow adequate travel time back to a central location. The location of the job site and distance from the central home base will determine the time in which worksites are broken down. Managers and Supervisors shall have the discretion to determine when it is feasible for break and meal periods to be taken on-site due to severe or inclement weather conditions. Modifications shall be allowed upon mutual agreement of the City and the Union.

18.4 Incentive Work Schedule

18.4.1 The Public Services **Works** employee assigned to Solid Waste will not be subjected to winter shift schedule changes; they will, however, be subject to mandatory overtime. When required to assist with the checking of the plowing of snow or other winter supervisory duties during the regularly scheduled shift, which shall occur in those emergency situations when the Director determines that plowing takes priority over Solid Waste duties, the incentive schedule will not apply for the designated shifts.

18.4.2 Senior Operations Dispatch summer hours are four (4) ten (10) hour day shifts – Monday thru Thursday, and includes a 30-minute paid lunch.

~~18.4.3 Dispatch Supervisor summer hours will be current schedule. This schedule may not be changed without negotiating the change with the Union. Article 18.4.3 and memo dated October 3, 2008 will both expire effective June 30, 2016.~~

18.5 Night Shift Differential

18.5.1 Except as provided in 18.5.2 all employees covered under this agreement who work a night shift on a regular basis with fifty percent (50%) of the regular hours being worked after 6:00 p.m. shall receive a shift differential allowance of forty-five cents (\$.45) per hour for the entire night shift. Employees who work a night shift on a regular basis with fifty percent (50%)

of regular hours being worked after 11:00 p.m. shall receive a shift differential allowance of sixty-five cents (\$.65) per hour for the entire night shift.

18.5.2 ~~Public Services~~ **Works and Parks, Recreation and Facilities (if applicable)** employees who work third shift during the winter period will receive one dollar (\$1.00) per hour more for working third shift and seventy-five cents (\$.75) for working second shift.

18.5.3 All ~~Public Services~~ **Works and Parks, Recreation and Facilities (if applicable)** employees who work the weekend shift schedule during the winter period will receive fifty cents (\$.50) per hour for the forty (40) hours associated with weekend schedule. ~~Public Services~~ **Works** employees who work the weekend night shift during the winter period will receive one dollar (\$1.00) per hour for the forty (40) hours associated with the weekend night shift.

18.5.4 Public Assembly Facilities Division (PAFD) employees who work a seven (7)-day coverage schedule shall receive a shift differential allowance of fifty cents (\$.50) per hour for all weekend hours worked.

19. HIGHER PAY FOR HIGHER CLASSIFICATION OF WORK

19.1 The City shall maintain and make available to the Union detailed descriptions of the duties of each employee classification. Such descriptions may be amended from time to time by the City. An employee may be temporarily assigned to work in any position in a higher classification, if the need arises during a workday. On the following workday, such assignment shall be given to any available qualified employee having such higher classification.

19.2 Any employee who is temporarily assigned to work of a higher classification for which a higher rate of pay is applicable shall, if he performs such work for a minimum of one full hour, be paid at the "6 months to 1 year" pay step in the higher classification or the first step in the higher classification which guarantees a minimum of a three-percent increase, whichever is greater.

19.3 Employees who are assigned work in a higher classification for ten (10) consecutive workdays or more shall be entitled on the eleventh workday of such assignment to compensation at the appropriate seniority step of the higher classification pay grade. Vacation leave or holidays shall be paid at this higher rate beginning on the sixteenth day of the employee's assignment to the higher classification of work.

19.4 Should an employee be temporarily assigned to work of any lower classification, he

shall not suffer any reduction in his negotiated rate of pay while so working.

- 19.5 The above provisions apply to higher class assignments made within the bargaining units. Assignments made outside of the bargaining unit will result in placement on the pay scale for that position that results in a minimum of a five percent (5%) increase in base weekly pay. If that position is an FLSA exempt position, overtime work associated with the requirements of that position will be compensated in the form of compensatory time at a straight rate and, for this purpose only, the maximum compensatory time accrual as described in Article 12.3 is waived. Overtime associated with the employee's permanent classification will be paid in accordance with this agreement. Any assignments that extend beyond a six (6) month time period shall be reviewed with the Union.

20. TOOL ALLOWANCE

- 20.1 The City and the Union agree that employees who are required to furnish tools in the classifications listed below shall be entitled to a three hundred fifty dollar (\$350.00) tool allowance per contract year for tools purchased during that fiscal year. This will be a taxable allowance and will be taxed when the employee receives the allowance. The tool allowance shall be paid to the employee only upon presentation to the City of proof of purchase of a tool and the cost thereof. Employees will have their tool allowances frozen upon resignation. Employees who terminate mid-year will have their tool allowance pro-rated for that year and any overpayment will be deducted from their separation pay.

Classification List

Public Buildings Senior Supervisor
Public Services Works Supervisor, Island Assignment

- 20.2 The City and Union agree that employees who are required to furnish tools in the classifications listed below shall be entitled to a six hundred dollar (\$600) tool allowance per contract year for tools purchased during that contract year. This will be a taxable allowance and will be taxed when the employee receives the allowance. The tool allowance shall be paid to the employee only upon presentation to the City of proof of purchase of a tool and the cost thereof. Employees will have their tool allowances frozen upon resignation. Employees who terminate mid-year will have tool allowances pro-rated for that year and any overpayment will be deducted from their separation pay.

Classification List

Fire Equipment Specialist

Vehicle Maintenance Foreman
Machine Shop/Weld Shop Foreman
Public Services Works Supervisor, Plow Bay Assignment
Service Writer

- 20.3 Airport Maintenance Foreman/Supervisors hired into their current position will be issued an initial tool pouch upon hire by the Department that will contain the tools necessary to their job. The list of tools that are currently being provided is listed in Appendix J (Jetport). In the event a tool is damaged during performance of City work, the Department will replace the tool. All tools will be returned to the City at termination of employment.
- 20.4 The tools purchased in accordance with this article are tools that are used on a regular basis by the employee for their City job. Such purchases are to be pre-approved by the employee's Division Head or designee.

21. SICK LEAVE

- 21.1 For full-time permanent employees who work the standard 5-day schedule sick leave shall accrue at the rate of 1.85 hours per week beginning with the first payroll week of service with unlimited accumulation. Upon contract execution, full-time permanent employees who work a 3-day or 4-day schedule shall accrue sick leave at the rate of 2.31 hours per week beginning with the first payroll week of service with unlimited accumulation. The weekly earnings rate shall be adjusted in the final week of the calendar year in accordance with the annual accrual amount of 96 hours for employees working a 5-day schedule and 120 hours for employees working a 3 or 4-day schedule. The year end adjustment for employees who have not been employed as a permanent employee for the full calendar year will be based on a pro-ration of the annual amount.
- 21.2 Sick leave may be used only in the following cases:
- 21.2.1 Personal illness or physical incapacity, including pregnancy or related disabilities (including, but not limited to, miscarriage, abortion, childbirth, child-rearing, and recovery therefrom) which is defined as a condition of such a degree as to render the employee unable to perform the duties of his or her assigned position, or of any other work the employee is capable of doing and to which he or she is assigned, provided the employee accepts such other assignments. If requested, the employee shall furnish the Department Head a certificate from the attending physician.
- 21.2.2 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 Department Head a certificate from the attending physician.

21.2.3 Employees who wish to use sick leave to care for a domestic partner in accordance with 21.2.2 above must satisfy the City's eligibility requirements for claiming an individual as a domestic partner.

21.3 Conversion of Sick Leave to Vacation

21.3.1 Any permanent employee working the standard work week who uses the equivalent of two or fewer sick days within any consecutive twelve (12) month period may elect to convert six days (48 hours) of accrued sick leave to five days (40 hours) of vacation leave.

21.3.2 Alternatively, an employee who has 12 or more years of permanent City service and a sick leave balance of no less than 768 hours may elect to convert six days (48 hours) of accrued sick leave to five days (40 hours) of pay at their regular hourly rate.

21.3.3 Employees may make one of the above elections only once for any consecutive twelve month period beginning July 1, 1994, and only once during any twelve month period.

21.4 Conversion of Sick Leave to Personal Leave

21.4.1 Any permanent employee working the standard work week who has been employed by the City for twelve (12) consecutive months as of the beginning of the fiscal year is eligible to convert up to two (2) days of previously earned sick leave to an equivalent amount of personal leave. Employees with a least twelve months of service on July 1st of each fiscal year who wish to make such a conversion will notify the City of their decision during the month of July. Employees who reach their one (1) year anniversary during the fiscal year may make their election during their anniversary month for that year only. Neither conversion of sick leave to personal leave or subsequent use of personal leave under this section shall be considered to be use of sick leave for purposes of determining an employee's eligibility for converting sick leave to vacation.

21.4.2 Sick leave will be converted to personal leave at the time the conversion is elected and the personal leave balance will change as personal leave time is used. In no event shall the employee's personal leave balance exceed two (2) days at any time and employees may not use more than two (2) personal days in any fiscal year. At the end of the fiscal year, each employee may elect one of the following options: (1) convert unused personal leave to sick

leave; or (2) retain unused personal leave for use in the next fiscal year; or (3) convert additional sick to personal leave, providing the total balance of personal leave for the upcoming fiscal year does not exceed two (2) days.

21.4.3 Personal leave is intended to be used for personal needs (including home emergencies, religious observances and pre-scheduled appointments that are not medical related and is not to be used to circumvent departmental procedures for processing vacation requests. When using personal leave time, the employee is not required to give the reason for use of such time. However, the employee will give the Department Head or designee as much advance notice of the use of personal leave as the circumstances permit and will comply with the minimum notice requirements listed below. Personal leave requests will not be approved on a retroactive basis.

21.4.3.1 During periods of mandatory overtime, a twenty-four hour notice is required for the use of personal leave. The employee is responsible for contacting the Department Director or designee to request the time off; Dispatch does not have the authority to approve such requests. Failure to provide this notice or failure to contact one of the individuals listed above may result in a denial of the use of personal leave. In the event of a denial, the employee must report to work as scheduled and will be disciplined for failure to do so. The City reserves the right to deny personal leave requests made in compliance with the 24-hour notice request in the event that the employee will be required for emergency operations.

21.4.3.2 In the case of emergencies. Personal leave must be requested and approved prior to the start of the employee's shift and will not be approved on a retroactive basis. The City will make every effort to accommodate these requests, even during periods of mandatory overtime; however, requests may be denied during periods of mandatory overtime if the employee is needed for emergency operations.

21.4.4 Personal leave does not count as "hours worked" for the purpose of calculating overtime and personal leave balances are not payable at separation from employment. However, any employee shall have the option at separation to convert unused personal leave to sick leave.

22. ON-THE-JOB-INJURIES

22.1 Employees who have been injured while performing an official duty shall be paid for the time lost on the date of injury. Such pay will not extend beyond the normally scheduled work shift, exclusive of overtime. Such time lost will not be charged to sick leave. After a period of twelve (12) consecutive months on Workers' Compensation, an employee shall not earn holidays, vacation days, or sick leave. An employee may elect to use any accumulated days to make up the difference between their Workers' Compensation and their regular weekly salary.

22.2 Transitional Work

22.2.1 It is the goal of the City of Portland to assist an employee who sustains a work-related injury to return to the position they held at the time of their injury. To that end, the City has defined specific work assignments or 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. This decision will be based in part on information provided by health care professionals.

A sample Transitional Work agreement is included as Appendix E.

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

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

22.2.2 Eligibility

Participation in the Transitional Work Program will be limited to a period of three (3) 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; (2) must have the approval of a treating physician; and (3) must sign a Transitional Work Agreement. The City will provide Transitional Work within the injured employee's department providing such work is available.

22.2.3 Duration of Agreement

An employees 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 ninety (90) days in that assignment. If at the end of

the ninety (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 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 MRSA Sec. 217 with regard to employment rehabilitation.

22.2.4 Re-employment within Three Years of Date of Injury

- 22.2.4.1 If an employee becomes capable of performing the essential functions of the position 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.
- 22.2.4.2 If the employee cannot return to the position 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 pay grade within the bargaining unit.
- 22.2.4.3 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 the injury, 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.
- 22.2.4.4 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.

22.2.4.5 This section assumes that the employee remains in active status and has not been terminated in accordance with 22.4.2. In the event than an employee terminated in accordance with 22.4.2 becomes capable, within the 3-year period from date of injury, of performing his/her previously held position, s/he will be returned to that position if it is vacant and will receive the contractual rate of pay for that position. If the previously held position is not available or another position in that classification is not available, s/he will be placed in a vacant bargaining unit position as soon as a position the employee is qualified to perform becomes available. The employee will receive the rate of pay they were receiving when they were terminated for the remainder of the three (3) year period or the contractual rate of pay for the position, whichever is greater, until a position in the previously held classification becomes available.

22.3 Except as provided in 22.3.2 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 all contributions are paid.

22.3.1 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.

22.3.2 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 the 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.

22.3.3 Retirement service credit will be provided only for time for which pension contributions have been made.

22.4 Termination of Employment

In those cases where an employee is unable to perform regular Work and health care professionals determine, at any point during the three (3) year period following date of injury, that the employee will be unable to return to regular Work during the three (3) year period, the employee may be terminated from employment on or after eighteen (18) months following date of injury. This termination is non-disciplinary and the employee will receive a 90-day notification.

22.4.1 In the event the City exercises its right to terminate as described above prior to three (3) years from date of injury, and providing the employee becomes capable of returning to Regular Work prior to the three (3) year date, s/he will be returned to work at the contractual rate of pay for the position or the same rate of pay as s/he was receiving at the time of termination, whichever is greater.

22.4.2 If unable to return to Regular Work by the date specified in the ninety (90) day notification listed in 22.4.1 or 22.4.2 above, and providing the updated medical evaluation indicates a work capacity, the employee will provide the City with his/her current medical restrictions and the positions he/she wished to be considered for as an alternative to termination. The provisions of 22.2.4 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.

23. UNUSED SICK LEAVE UPON SEPARATION

23.1 During the term of this Agreement, when an employee is laid off, the employee shall receive an amount equal to his/her salary at the time of lay-off for one-half (1/2) the number of days of his accumulated unused sick leave up to a maximum of ninety (90) days of pay.

23.2 During the term of this Agreement, when an employee retires from continuous permanent active service with the City and is immediately eligible for retirement benefits they shall be entitled to receive an amount equal to his salary at the time of retirement for one-half (1/2) of accumulated sick leave up to a maximum of ninety (90) days of pay, provided the employee has a minimum of sixty (60) days of sick leave accumulated. Retiring employees with less than sixty (60) days shall not

receive any payment.

- 23.3 In the event of death before retirement of an employee covered by this Agreement, unused sick leave shall be paid to the employee's designated beneficiary or estate, in the salary equivalent to one-half (1/2) of his then accumulated unused sick leave, said payment not to exceed payment for ninety (90) days.
- 23.4 In the event of death in the line of duty of an employee, the City shall pay one hundred percent (100%) of his total accumulated unused sick leave balance, to the employee's designated beneficiary or estate.
- 23.5 For resigning employees of good standing with less than ten (10) years of continuous permanent service with the City, payment shall be one-fifth (1/5) of accumulation with a maximum payment of twenty four (24) days; for resigning employees of good standing with ten (10) years or more of continuous permanent service with the City, 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.

24. LEAVES OF ABSENCE

24.1 Short-Term Leave of Absence

24.1.1 A regular employee may be granted a leave of absence without pay by a Department Head when approved by the Director of Human Resources, for a period deemed necessary by the employee for the purpose of the leave, but not in excess of sixty (60) days. The employee requesting such leave must make written request at least two weeks in advance of the date leave is requested to begin, unless the reason for such a leave is of such an emergency nature as to preclude this requirement.

24.2 Special Leaves (Long-Term)

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

24.3 Family Medical Leave

24.3.1 An employee who has been employed for twelve (12) consecutive months or who has worked 1250 hours in the last twelve months is entitled to up to twelve (12) consecutive weeks of Family Medical Leave (FMLA) in any twelve (12) month period. The twelve (12) month period during which this entitlement may occur is measured backward from the date the employee's first FMLA leave begins. The leave shall be an unpaid leave unless the employee elects to use accumulated vacation leave or accumulated sick leave.

24.3.2 The employee must give at least thirty (30) days notice of the intended date upon which family medical leave will commence and terminate, unless prevented by medical emergency from giving such notice. The leave may be consecutive, intermittent, or on a reduced hour schedule if the City and the employee agree, or if medically necessary. 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.

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

24.4 Disability Leave

24.4.1 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. Should the Department Head 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 Department Head shall place major emphasis upon the recommendation of the employee's physician, as the recommendation concerns his health and physical capabilities. In the event the employee does not have a physician, the Department Head 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 recommendation, the Department Head 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 Department Head requires the employee to go on leave of absence, if the affected employee 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. The initial twelve (12) week period of disability leave will be processed as Family Medical Leave if the disability is covered by the Family Medical Leave Act.

- 24.4.2 Except for emergencies, the employee shall submit written notification to his Department Head at least two weeks prior to his anticipated departure stating the probable duration of the leave. The Department Head may require the employee to provide a statement from his physician setting forth (1) the anticipated duration of the disability, and (2) whether he may continue to perform his work assignments.
- 24.4.3 Upon written request of the employee submitted to his Department Head at least two weeks prior to the expiration of the granted leave, and at the discretion of the City Manager, after recommendation of the Department Head 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.
- 24.4.4 Disabilities caused or contributed to by pregnancy are, for all job-related purposes, temporary disabilities.
- 24.4.5 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.
- 24.5 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. Failure on the part of the employee to return to work on the expiration of the granted leave may be deemed a resignation from the service.
- 24.6 Employee's requests for leaves of absence under this Article shall not be denied in an arbitrary or capricious manner, but remain discretionary with the City except in the case of Family Medical Leave under 24.3.
- 24.7 Any leave of absence taken in accordance with this Article (Article 24) shall not be deemed a break in service for seniority purposes. The City shall continue to provide the employee with health insurance coverage for the duration of any authorized

leave. Employees shall not accrue sick or vacation leave or receive payment for holidays for the duration of any authorized leave that exceeds twelve (12) weeks in duration.

25. OTHER LEAVE

25.1 Bereavement Leave

25.1.1 An employee shall be excused from work for up to five (5) work days because of death of a spouse or domestic partner, a child or a parent, for three (3) work days because of death in his/her immediate family, as defined below, and shall be paid his/her regular rate of pay for the scheduled working hours missed. Not more than eight (8) hours per day (or 9.75 or 12-1/2 hours per day depending on the employee's schedule) shall be paid under this Article. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral. Immediate family is defined to mean children or parents of domestic partner, brothers, sisters, half-brothers, half-sisters, mother-in-law, father-in-law, grandparents, grandchildren, step-children, step-parents, sister-in-law and brother-in-law. Immediate family also includes member of domestic partner's family similarly related providing the employee meets the City's eligibility requirements for claiming an individual as a domestic partner. An employee may use three (3) more calendar days of bereavement leave chargeable to sick leave immediately annexed to the initial leave if in the sole opinion of the Department Head or designee the additional time is needed for travel or because of other extenuating circumstances. Said extension shall not be arbitrarily withheld. Bereavement leave charged to sick leave shall not count as sick leave usage for the purposes of Article 21.3, Sick Leave Conversion.

25.2 Funeral Leave

25.2.1 In addition to the foregoing, one (1) day (8 hours, 9.75 hours, 10 hours or 12-1/2 hours depending on the employee's work schedule may be used for attendance at the funeral of the following relatives: aunt, uncle, niece, nephew, or other relative living in the same household. Immediate family also includes member of domestic partner's family similarly related providing the employee meets the City's eligibility requirements for claiming an individual as a domestic partner.

25.3 Personal Leave

25.3.1 Personal leave, without pay, may be granted to employees covered by this Agreement by the appropriate Department Head or his authorized representative, if such Department head or authorized representative deems

there is good and sufficient reason for granting said personal leave. A minimum twenty-four (24) hour notice is required to be given by the employee, excluding Mondays and days following a holiday in emergency situations. However, on such Mondays and days following a holiday, the employee shall give notice in the most practical manner within fifteen (15) minutes after the start of the normal work day so that the appropriate Department Head can make adjustments in the day's work schedule.

25.4 Military Leave

25.4.1 Military leave and any right to re-employment after such leave shall be available to employees under the terms and conditions of applicable federal and/or state law. Any person restored to service under such law shall be restored with accrued seniority. However, no vacation, sick leave, or other benefits shall accrue during the period of the employee's absence while in the military service to the point of restoration to City service.

25.5 Reserve Service Leave

25.5.1 Reserve service leave shall be available to employees who are members of the organized military reserves or National Guard, under the terms and conditions of applicable federal and/or state law. For any period of Reserve Service Leave of up to three (3) weeks in any calendar year, the City will pay the difference between the employee's total service pay for said field duty and the employee's regular compensation, the sum of both payments to equal the regular weeks pay of the employee had he/she been in the City service during this period. The employee using Reserve Service Leave shall furnish his/her Department Head with an official statement of reserve service pay received.

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

25.7 Jury/Witness Pay

25.7.1 The City shall pay to an employee called for jury duty the difference between his regular pay and his juror's pay. The employee shall notify the City as soon as possible of his intention to serve as a juror. The employee will continue to be paid his regular weekly wages during his term on the jury and upon receipt of his juror's pay will present an official statement of juror's pay. If such juror's pay is less than the employee's regular wages for the period served as a juror, the employee shall submit to the City the entire portion of that juror's pay. However, if such juror's pay is greater than the employee's

regular wages for the period served as a juror, the employee shall submit to the City that portion of the juror's pay which equal the wages paid to him for the period served as a juror.

25.7.2 The City shall pay to an employee subpoenaed to appear as a witness in a case, other than a case in which the employee is a plaintiff, the difference between his/her regular pay and his/her witness pay. Such witness pay shall be handled in the same manner as jury pay above.

26. PERSONNEL EVALUATIONS

26.1 The City and the Union agree that all evaluating during the life of this Agreement will be made according to the system outlined in Appendix C.

26.2 The AFSCME Performance Appraisal Committee shall continue to meet on an as needed basis during the term of this contract to monitor the effectiveness of the appraisal process and to recommend changes as appropriate.

27. CLOTHING

27.1 All employees in the Unit agree that they shall present and maintain a clean and neat appearance while on duty for the City.

27.2 Except as provided in 27.5, the City shall continue to provide raingear for employees working in inclement weather conditions, or other wet conditions.

27.3 The City shall continue to provide work gloves, raingear, hardhats and vests to all employees covered by this Agreement with all replacements on an "as needed" basis. The employees shall return their old gloves, raingear, hardhats and vests when requesting new issues, or they will not be replaced.

27.4 The City agrees to provide Aviation and Transportation employees and Mechanics with five (5) winter shirts, five (5) summer shirts. These employees will be reimbursed up to \$150 for pants or coveralls and can purchase any number of pairs but not to exceed \$150. Employees may substitute a winter jacket for two (2) winter shirts or three (3) summer shirts. The City agrees to provide up to two (2) pairs of coveralls for the Vehicle Repair Crew and Island personnel on an annual basis. There will be no replacements for pants until the allotted amount is available the next year. Employees will be taxed per I.R.S. regulations when they submit their receipt for reimbursement.

- 27.4.1 The City agrees to submit an invoice to the employee for the clothing the City purchases prior to the actual purchase. The employee will have one week to return the signed invoice for purchase authorization. Once the employee receives the clothing, they will be taxed per I.R.S. regulations the first pay date of the next month.
- 27.5 Individual Division Heads shall have the authority to determine appropriate footwear for employees in their divisions. The City agrees to make payable to all employees covered by this Agreement one-hundred seventy-five dollars (\$175.00) towards the purchase price of safety-toe footwear (as specified by the American National Standards Institute - Z41.1 - 1967) per fiscal year. Forestry and Horticulture employees will receive an additional \$50 per fiscal year towards the purchase of safety footwear. The roll-over provision will cease effective June 30, 2015.
- 27.5.1 Public Services Works employees shall have an account of \$240 with which to purchase approved boots/shoes and other protective clothing/equipment needs per fiscal year. The Department will contribute an additional \$50 per fiscal year towards the purchase of safety footwear for Forestry and Horticulture employees. Employees will be expected to report to work with the basic protective equipment (raingear, gloves, boots/shoes, vests and hard hat) to do their job. There will be no rollover of account from year to year if a balance remains and any purchases other than boots/shoes and personal protective equipment will need prior authorization. The roll-over provision will cease effective June 30, 2015.
- 27.6 Excluding employees referenced in 27.4 above, the City agrees to provide four (4) summer shirts and four (4) winter shirts to Public Services Works, Parks, Recreation and Facilities Management and Public Services Works Dispatch employees. Employees may substitute a winter jacket for two (2) winter shirts or a winter jacket and two sweatshirts for four (4) winter shirts. These employees will be reimbursed up to \$150 for pants or coveralls and can purchase any number of pairs but not to exceed the \$150. There will be no replacements for the pants until the allotted amount is available the next year.
- 27.7 Replacements for clothing provided by the City shall be on an "as needed" basis as determined by the Director or his/her designee. The employees shall wear the clothing provided by the City while on the job. Employees shall properly maintain and clean the clothing that is provided by the City. Replacements for protective equipment shall also be on an "as needed" basis as determined by the Director or his/her designee. All employees are expected to take care of the equipment they are provided.
- 27.8 The parties agree to reopen this Article during the term of this Agreement in the

event the City requires employees in classifications not listed above to wear uniforms.

- 27.9 All employees must report to work in clothing provided by the City with the City emblem visible on the clothing.

28. JOB TRAINING

- 28.1 The City shall continue its policy of providing employee training through participation in the financing of credit and non-credit training courses related to the duties and responsibilities of the employees as City resources allow.
- 28.2 Training programs will be conducted periodically in promotional classifications on an individual and group basis, both on the job and off when, in the opinion of the City, training courses are warranted.
- 28.3 If the City requires specific training for existing employees in a given classification, the City will pay for the course work and pay for the hours spent in training beyond the normal work day. Straight time until total hours worked that week equal forty (40) and time and one-half for hours over forty (40) in a week in accordance with the Fair Labor Standards Act.
- 28.4 Probationary employees, including those employees fulfilling a promotional probationary period, shall be expected to fulfill the licensing requirements of their classification during the probationary period without any financial contribution from the City. The employee is expected to meet the licensing requirements during the applicable probationary period unless unable to do so as a result of circumstances beyond the employee's control, such as the timing of examinations by a third party.
- 28.5 When the employee is required by the City to travel overnight, the City agrees to reserve the overnight accommodations and pre-pay the lodging expenses. Employees will be reimbursed for meal expenses in accordance with Administrative Regulation 1 after submitting receipts. Employees using a personal vehicle while traveling on City business will be reimbursed in accordance with the IRS mileage rate.
- 28.6 Any employee who is designated by their Department Head or designee to teach equipment operation to other employees shall receive a \$1.50 per hour training differential for the time spent in an authorized training session, providing the training is conducted during the employee's regular work hours. Employees who provide training outside their regular hours will receive time and one-half their regular base hourly rate but not the training stipend.

29. WITHDRAWAL OF RESIGNATION

- 29.1 An employee may resign in good standing by giving written notice to his Department head at least fourteen (14) calendar days in advance of the effective date of his resignation. An employee may, with the approval of his Department Head, withdraw his resignation during the fourteen (14) day notice period. Such approval shall not be arbitrarily denied.

30. FILLING OF JOB VACANCIES

- 30.1 Except as provided in 30.1.1 below, job openings shall be posted on departmental bulletin boards for a minimum of seven (7) working days. At the time of posting, the Unit Presidents will be sent selection criteria for posted openings in their Unit. The posted notice shall describe the job requirements and any other pertinent job qualifications. Suitable transfers will be allowed. A transfer shall be considered suitable if it is in the same classification or is a position of an equal pay grade in the unit and, in both instances, the employee must be qualified as determined by the City. If there are qualified applicants and unless there are unusual or emergency circumstances, the vacancy shall be filled within forty (40) working days from the date of application closing, which date shall appear on the posted notice. This time limit may be extended by the City, when in its sole discretion it is necessary to do so, but to a date not to exceed fifty (50) calendar days from the application closing date.

30.1.1 The City is not required to post job openings prior to offering that opening to a bargaining unit employee in order to fulfill its requirement to make reasonable accommodation in accordance with federal or state law.

- 30.2 Employees in any City Department may apply for unit vacancies which are posted. Among applicants the City considers to be qualified, the vacancy shall be filled in the following preferential order: first by the unit applicant employed by the Department in which the vacancy occurs, secondly, by the bargaining unit applicant and thirdly, all other applicants including non-employee applicants.
- 30.3 Employees who, pursuant to Article 28, JOB TRAINING, have completed training courses satisfactorily as determined by the City shall be given a preference for promotion over other applicants, provided that the training relates directly to the duties and/or skills required for the promotional position, and the employee is otherwise qualified for the position.
- 30.4 Should a successful applicant become convinced within the first twenty (20) working days that he cannot cope with his new job, or should the City become convinced,

within thirty (30) working days of the employee's appointment that the employee cannot fulfill the requirements of the job, then the reason therefore shall be put in writing, his President notified, and the employee shall be returned to his former job.

If an employee moves to a lower level position, he must meet all licensing requirements for his new position within thirty (30) working days of his appointment.

- 30.5 An employee appointed to a unit position shall be paid from the date of appointment at the permanent rate for the position at that employee's seniority step. Seniority shall be continuous permanent City service.
- 30.6 If an individual unit applicant for a position has cause for disputing the choice of the City, he may appeal the City's action using the established grievance procedure.
- 30.7 Notwithstanding the above and regardless of whether or not the applicants are City employees, the City may hire any qualified Island resident applicant to fill an Island position over applicants who are not Island residents.

31. DISCIPLINARY PROCEDURE

- 31.1 No employee shall be discharged, demoted, or suspended except for just cause (including but not limited to violations of any rules as provided above) and notice of the reasons for such disciplinary action shall be stated in writing and given to the employee affected and/or the Chief Steward, but in every case to the Chief Steward, within five (5) days after the effective date of the action. Under the normal circumstances, disciplinary action shall be taken by the City within thirty (30) days of when the Department Head or his appropriate designee learns of the event giving rise to the disciplinary action. Said 30-day time frame shall not apply to disciplinary actions for abuse of sick leave or vehicle accidents.
- 31.2 Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure and the Union shall have the right to take up matters of suspension, demotion or discharge at 9.1.3 of the procedure.
- 31.3 Pursuant to N.L.R.B. v. Weingarten, the City recognizes the right of an employee to have a Union representative present at a disciplinary hearing or meeting.
- 31.4 Written reprimands shall be removed from the personnel file after a period of two years provided that there has not been a recurrence of that offense during that two year period.

32. BULLETIN BOARDS

- 32.1 The City shall permit the reasonable use of bulletin boards by the Union for the posting of notices relating to Union business provided that any such notice shall not be in violation of local, state, or federal law.

33. ACCESS TO PREMISES

- 33.1 With the permission of the appropriate Division Head, such permission not to be arbitrarily withheld, representatives of the American Federation of State, County, and Municipal Employees, Council No. 93, and Local 481-07, may enter City premises for the investigation of pending disputes under the contract. A list of authorized Union representatives who may enter City premises shall be furnished by the Union within forty-five (45) days of the effective date of this Agreement to the appropriate Department Head, Division Head, and Director of Human Resources.

34. PERSONNEL REDUCTIONS AND SENIORITY

- 34.1 Reductions in personnel by the City result solely from the elimination of positions by department and by classification.

- 34.2 For purposes of personnel reductions and bumping within the unit, seniority is defined as continuous permanent service in the Unit, except all employees in the Unit as of December 8, 1981 shall be credited with continuous permanent City service as their seniority date. Seniority rosters will be compiled on that basis.

34.2.1 In the event of a tie in seniority dates, the employee who has worked in the classification the longest will be deemed the more senior. In the event that the appointment date to present classification is the same, the employee who first applied for the position will be deemed the more senior. If the application dates are the same, the tie-breaking decision will be made by a toss of the coin.

34.2.2 Union officers shall have preferred seniority over all other employees for purposes of the exercise of bumping rights. Between such officers, seniority shall be in the following order, from most senior to least senior:

Unit President
Chief Steward
Shop Steward
Unit Vice-President
Unit Recording Secretary
Unit Treasurer

34.3 In the event of a personnel reduction, positions eliminated will be identified by department, then by classification, by division, and by shift assignment, and the employee with the least seniority in the position eliminated, as defined above, will be the employee placed on lay-off.

34.4 In the event of a personnel reduction resulting in lay-off, employees placed on lay-off may elect to bump into other unit positions in the following order:

34.4.1 The employee will first be offered any suitable vacant position in the department which is reducing its personnel. If there are no such vacancies, the employee will be offered any suitable vacant position in the bargaining unit. A vacant position shall be deemed to be "suitable" if it is in the same classification or is a position of an equal pay grade in the unit which the employee is qualified to perform, as determined by the City. The employee shall take a suitable vacant position rather than bumping other employees, unless the employee can show:

34.4.1.1 that taking said vacancy would result in economic hardship for the employee such as a significant increase in travel time to work or inability to use the employee's normal mode of transportation; or

34.4.1.2 that taking said vacancy would result in personal hardship, such as a change in shift or conflict in the employee's working relationships.

34.4.2 If there are no vacant positions to which the employee can transfer, he can bump less senior employees in the same classification in the Department. If there are no less senior employee in the same classification in the Department, the employee can bump a less senior employee so classified in the bargaining unit.

34.4.3 If there are no less senior employees in the same classification in the bargaining unit, he may bump less senior employees in the next lower level of the job family, as determined by Appendix D, or the employee can bump a less senior employee in a position once held.

34.4.4 If there are no available positions under sub- sections 34.4.1 - 34.4.3 above, the employee may bump a less senior employee in positions which the City determines the employee is qualified to perform. Whenever an employee bumps into a new classification, he must have any licenses required in that classification.

34.4.5 The City's determination as to qualifications of an employee to perform a job

shall be final so long as it is not arbitrary and capricious.

- 34.5 Employees may opt to accept lay-off at any point in the bumping process rather than exercising their bumping rights.
- 34.6 No employee may bump into a promotional position. An employee who bumps into a position under subsections 34.4.1 - 34.4.4 above shall be paid at the rate provided in this Agreement for that classification. The appointment date of employees who bump will not change as a result of the bumping.
- 34.7 Employees who are laid-off will receive all separation pay to which they would be entitled if they had resigned in good standing.
- 34.8 Seniority rosters will be posted in work locations and sent to the Unit Presidents in January of each year. Separate seniority rosters shall be maintained for permanent full-time and part-time employees. Permanent full-time employees cannot bump part-time employees and part-time employees cannot bump full-time employees. Seniority is not pro-rated for part-time employees.
- 34.9 Recall

34.9.1 Employees who are laid-off or who bumped into positions under Section 34.4.1 - 34.4.4 above shall have a 15-month recall right to the classification from which the employee was laid-off, and in the reverse order of lay-off.

34.9.2 Employees laid-off and on the recall list may be offered temporary, seasonal, on-call, or project work but performance of said work will not affect or extend the recall period.

34.9.3 The City may rely on its records for the last address of the laid-off employees, and may remove from the list a person who does not respond or accept recall to work within ten (10) days after mailing of notification. A copy of such recall notification shall be mailed to the President of the Unit for his information. If an employee retires, resigns, or is terminated from permanent City service for cause, he shall be removed from the recall list and lose all rights to recall.

35. SAFETY

35.1 Safety Committee

Safety Committees shall function to establish and review safety procedures and make advisory recommendations to Department Heads regarding new safety

procedures or modifications to current safety procedures that may be needed. The Department Head or designee shall respond to all written recommendations from the Safety Committee within thirty (30) days. The departmental Safety Committee shall be composed of at least as many labor representatives as management representatives. The Union will appoint labor representatives and alternates to serve on departmental Safety Committees unless there is agreement between the City and the Union which modifies Committee representation. The Risk Manager or designee shall provide technical assistance to the Committee. The Risk Manager or designee shall hold the tie-breaking vote regarding advisory recommendations to the Department Heads.

35.2 Safety Standards

All employees shall follow safety standards while on duty for the City. This shall include, but not be limited to: the wearing and use of safety equipment, i.e. personal protective equipment, head protection, eye and face protection, foot protection, hearing protection, or any other equipment provided or furnished in any way by the City. The employees shall observe all safety rules and regulations established and posted by the City. Failure on the part of the employee to abide by such safety standards will result in disciplinary action.

35.3 Driver's Daily Checklist and Abuse of Equipment

The employees agree to perform "Driver's Daily Maintenance Checks" on their vehicles as established within their particular Department. The employees further agree not to willfully abuse City equipment.

35.4 Accident Review Committee

Departmental Accident Review Committees shall function to recommend accident prevention methods, determine preventability of employee vehicle accidents, and make recommendations for improvements to fleet safety policy. These departmental committees shall be composed of at least as many labor representatives as management representatives and will include a safety professional to chair the committee.

36. LICENSE REQUIREMENTS

36.1 It shall continue to be the City's policy to require employees who operate City vehicles to have and maintain a valid Maine Motor Vehicle Operator's license, and CDL license if required for their job classification, as described in 36.4. The City will periodically verify such a license as required by the employee's classification. Consequences for temporary or permanent loss of license are defined as follows:

- 36.1.1 Loss of a Maine Motor Vehicle Operator's license for a period of up to six (6) months, or loss of a required CDL license for a period of up to one (1) year, if not governed by the City's Drug and Alcohol Policy, will result in an automatic demotion for the duration of the license suspension. "Demotion" for the purposes of this policy shall be equivalent to a 10% reduction in pay.
- 36.1.2 Loss of a Maine Motor Vehicle Operator's license for a period of more than six (6) months will result in immediate termination.
- 36.1.3 Subsequent loss of license within three (3) years of the first license suspension will result in immediate termination.
- 36.2 The City will do license verifications. Upon request, a copy of this report will be sent to the employee.
- 36.3 Employees who are required to possess a CDL license by the City will be subject to the City's Drug and Alcohol Policy.
- 36.4 The following employees shall be required to possess and maintain a CDL license: Fleet Services Supervisors and Foreman, Solid Waste Supervisor and Foreman, Islands Supervisor and Airport Maintenance Supervisor and Foreman. All other employees are not required to possess and maintain a CDL license.
- 36.5 Loss of a required CDL license for a period of greater than one (1) year will result in immediate termination.

37. JOB SPECIFICATIONS

- 37.1 Within thirty (30) days after execution of this Agreement, the City agrees to supply the Unit President with copies of unit job specifications, including those modified during the negotiations which preceded this Agreement. Thereafter, the City agrees to submit all modified specifications to the Unit President for Union review and recommendations. Said recommendations must be submitted to the City within ten (10) working days after receipt of the job specifications.

38. LEGAL AID AND PROTECTION

- 38.1 The City will, with the consent of the employee, assume the defense of and indemnify any employee against a claim which arises out of an act or omission occurring within the course or scope of his employment and for which the City is liable under the Maine Tort Claims Act, 14 M.R.S.A. 8101, et seq. up to the statutory limit of \$400,000. The City, in its discretion, may provide such defense and/or

indemnification through a self-insurance program or through insurance coverage limited to Four Hundred Thousand Dollars (\$400,000), including costs other than defense costs for any and all claims arising out of a single occurrence, to be purchased by the City.

- 38.2 The City will, with the consent of the employee, assume the defense of and indemnify any employee up to the statutory limit of the Maine Tort Claims Act against any claim which arises out of an act or omission occurring within the course or scope of his employment and for which the City is not liable, provided that such defense or indemnification is not contrary to public policy, and the City determines that the employee acted in good faith and did not willfully or knowingly violate any ordinance, rule, or regulation of the City.
- 38.3 In all cases in which the City has assumed the defense of an employee, the City, acting through its Corporation Counsel, has the right to arrange, at the City's expense, for an attorney selected by the Corporation Counsel to defend the employee. In the event the City determines that outside Counsel is needed for a particular case, Corporation Counsel will consider counsel requests submitted by an employee but reserves the right to either approve or decline that request. Further, in all cases in which the City has assumed the defense of an employee, the Corporation Counsel, may, in his/her discretion, authorize and accept settlement of the case. Corporation Counsel reserves the right, in his/her discretion, to consult with the City Council prior to settlement in any particular case.
- 38.4 The above legal aid and protection is also extended, on the same terms and conditions, to former employees for claims against them for acts or omissions during their employment with the City in positions covered by this Agreement.
- 38.5 It is a condition of the City's obligation to defend and indemnify an employee hereunder that the employee shall fully cooperate with the City in any claim by or against the City regardless of whether the employee works for the City at the time 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 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 officers, 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 employee's legal counsel or is in violation of the employee's constitutional rights, failure to fully cooperate with the City on any case may result in disciplinary action against the employee and denial of the indemnification obligation hereunder unless otherwise required by the Maine Tort Claims Act.

38.6 Paragraph 38.5 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 employee's legal counsel or is in violation of the employee's constitutional rights, the non-defendant employee has a duty to fully cooperate with the City as a condition of employment.

38.7 The City agrees to release the employee from his/her shift for appearances at any necessary proceedings on the date of such proceedings 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.

38.7.1 Employees who are required by the City to appear on behalf of the City at a Court hearing outside of their regularly scheduled hours will be compensated with three (3) hours of straight time pay or time and one-half pay for actual time spent in pre-trial and trial proceedings, whichever is greater. Employees who work second or third shift and who spend the majority of the day in court may take straight time pay for the hours spent in court and credit these hours against their shift requirement for that day, with pre-approval from their Department Head or designee.

38.7.2 Employees will receive straight time pay for the hours spent in pre-trial and trial proceedings that occur during their regularly scheduled work hours. In the event that the time spent in pre-trial or trial proceedings begins during regularly scheduled hours and extends beyond the end of their regular work day, the employee may be eligible for overtime pay in accordance with Article 14.3 for the additional hours but will not be eligible for the three (3) hour minimum for the off duty hours.

39. PRINTING OF AGREEMENT

39.1 The City agrees to supply the Union with copies of the Agreement in legible print, within forty-five (45) days after the signing of the Agreement.

40. EMBODIMENT OF AGREEMENT

40.1 The Parties acknowledge that during the negotiations which preceded this Agreement each had unlimited rights and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area

of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement.

41. UNIT WORK

41.1 The City reserves the right to make all decisions in regard to contracting for the delivery of City services, including the contracting of work normally done by employees in the unit and even if such contracting results in the lay-off of permanent City employees. Except for emergencies, the City agrees to give the Union sixty (60) days' notice of a decision to subcontract unit work when subcontracting would result in the lay-off of permanent City employees. Upon written request of the Union, the City shall negotiate the impact of the subcontracting which results in the laying-off of permanent City employees. The impact bargaining shall not serve as a bar to the implementation of the said subcontracting.

41.2 The City will meet with the Union to discuss the availability of positions within City government for which the laid-off employee is determined to be qualified and the availability of any training programs which may be applicable to the employee.

In reviewing these placement possibilities, every effort will be made to seek matches of worker's skills and qualifications with available, comparable positions.

42. TERM OF AGREEMENT

42.1 This Agreement shall be effective July 7 3, 2013 6 and shall remain in full force and effect until July 1, 2016 7. The Union shall notify the City in writing one hundred twenty (120) days prior to July 1, 2016 7 that it desires to modify this Agreement. If said notice is given, this Agreement shall remain in full force and be effective during the period of negotiation.

IN WITNESS WHEREOF, the parties hereto have signed this

Agreement by their representatives fully authorized on the date and

year stated below.

DATED: _____

FOR THE CITY OF PORTLAND

FOR AFSCME LOCAL 481-07

Jon P. Jennings, Acting City Manager

Sylvia Hebert, AFSCME Council 93

Tom Caiazzo, Labor Relations Manager

James Vance, Supervisors Unit President

APPENDIX A

DEFINITIONS OF EMPLOYMENT

- I. **Permanent Employees** are employees who are appointed to a permanently budgeted position on either a full-time or part-time basis and have completed any required probationary period for such position.
- A. **Full-time employees** are regularly scheduled to work the regular work week on a continuing basis. Such employees receive full benefits as outlined in the AFSCME Local 481-07 Agreement between the City and the Union.
- B. **Part-time employees** are regularly scheduled to work less than the regular work week on a continuing basis. Those part-time employees regularly scheduled to work 20 hours a week or more shall be entitled to the following benefits on a pro-rated basis only:
- 1) Sick leave accrual;
 - 2) Vacation accrual;
 - 3) City participation in the cost of medical insurance; and
 - 4) Holidays, except that such employees shall be compensated for a holiday only if it falls on an employee's regularly scheduled work day.

Part-time employees who are regularly scheduled to work less than 20 hours a week shall not be entitled to any sick leave, vacation leave, or holidays, and the City shall not participate in any of the cost of medical insurance.

Part-time employees are entitled to overtime pay under Article 12, Overtime, only after they have worked in excess of forty (40) hours per week or in excess of both their regularly scheduled work day and eight (8) hours that day.

APPENDIX A (cont'd)

II. Non permanent employees are on-call, temporary, or seasonal employees as follows, and are excluded from the provisions of this Agreement:

- A. **On-call employees** are persons who are not regularly scheduled to work, but who are available to work on an intermittent, as-needed basis. Such persons shall be paid only for those hours actually worked. A permanent City employee may work in an on-call position, such as cashier at the parking garage, on a regularly scheduled basis as a second City job, but such an employee shall be entitled only to regular pay for such hours worked and shall not be entitled to any other benefits for such on- call employment.
- B. **Seasonal employees** are persons in positions in an industry designated by the State or by the parties as a seasonal industry, e.g. summer recreation, golf, parks and cemetery programs, Portland's Downtown District, Ferry Terminal, Construction Company and Hadlock Field. The employee will expect to be terminated at the end of the season. Such employees will be paid only for those hours actually worked. Seasonal employees are intended to supplement regular employees.
- C. **Temporary employees** are persons who are regularly scheduled to work a standard work week or less, for a definite, limited period of time, usually not to exceed six (6) months, or who are appointed to replace an employee on leave of absence or at long-term training. Temporary employees shall not work more than six (6) consecutive months, unless they are replacing a permanent employee on leave. In such cases, employees shall have an estimated termination date from the date of initial employment, but in no case shall such term exceed more than one (1) year except with the concurrence of the Union.

APPENDIX B(1)
AFSCME SUPERVISORS
CLASSIFICATION PLAN

Grade 23

Grade 24

Airport Maintenance Foreman
Public Assembly Facilities Operations Foreman
Public Services **Works** Foreman

Grade 25

Fire Equipment Specialist*
Machine/Weld Shop Foreman*
Plow Bay Foreman*
Public Services **Works** Parts Manager*
Vehicle Maintenance Foreman*

Grade 26

Parking Meter Supervisor
Public Buildings Trades Supervisor
Public Services **Works** Supervisor
Public Services **Works** Dispatcher
Public Assembly Facilities Operations Supervisor
Service Writer*

Grade 27

Athletic Facilities Supervisor
Vehicle Maintenance Supervisor**
Airport Facilities Supervisor
Airport Maintenance Supervisor
Senior Operations Dispatcher
Public Services **Works** Senior Supervisor – (Construction, Districting,
Wastewater, Sweeping) Horticulture, Forestry, Islands, Cemeteries, Traffic, PDD,
Golf Course Supervisor
Public Buildings Operations Supervisor
Public Services **Works** Supervisor – Solid Waste

Note: During Winter Operations All Dispatchers will be Grade 27

Market Rate Stipend:

*Additional \$1.00 per hour is paid to employees in these classifications

**Additional \$2.00 per hour is paid to the Vehicle Maintenance Supervisor

**APPENDIX B(2)
AFSCME SUPERVISORS**

PAY PLAN EFFECTIVE JULY 7, 2013

PAY GRADE		2	3	4	5	6	7
		6MOS-1YR	1-2YRS	2-4YRS	4-5YRS	6-8YRS	8+YRS
20	Wkly	\$571.20	\$591.60	\$612.00	\$633.20	\$655.60	\$678.40
	Hrly	\$14.28	\$14.79	\$15.30	\$15.83	\$16.39	\$16.96
21	Wkly	\$648.40	\$673.20	\$695.20	\$719.60	\$744.40	\$770.80
	Hrly	\$16.21	\$16.83	\$17.38	\$17.99	\$18.61	\$19.27
22	Wkly	\$675.60	\$698.40	\$722.40	\$752.40	\$775.60	\$801.60
	Hrly	\$16.89	\$17.46	\$18.06	\$18.81	\$19.39	\$20.04
23	Wkly	\$694.40	\$718.80	\$743.20	\$770.40	\$797.60	\$824.00
	Hrly	\$17.36	\$17.97	\$18.58	\$19.26	\$19.94	\$20.60
24	Wkly	\$718.00	\$742.40	\$768.80	\$797.20	\$822.80	\$853.20
	Hrly	\$17.95	\$18.56	\$19.22	\$19.93	\$20.57	\$21.33
25	Wkly	\$735.20	\$760.80	\$786.40	\$815.20	\$843.20	\$872.00
	Hrly	\$18.38	\$19.02	\$19.66	\$20.38	\$21.08	\$21.80
26	Wkly	\$759.20	\$784.80	\$813.20	\$840.80	\$870.80	\$900.80
	Hrly	\$18.98	\$19.62	\$20.33	\$21.02	\$21.77	\$22.52
27	Wkly	\$782.80	\$810.80	\$838.40	\$866.80	\$898.80	\$929.60
	Hrly	\$19.57	\$20.27	\$20.96	\$21.67	\$22.47	\$23.24

Pay plan adjusted by 1% effective 7-7-2013 per contract extension agreement

**APPENDIX B(3)
AFSCME SUPERVISORS**

PAY PLAN EFFECTIVE JULY 6, 2014

PAY GRADE		2	3	4	5	6	7
		6MOS-1YR	1-2YRS	2-4YRS	4-5YRS	6-8YRS	8+YRS
20	Wkly	\$576.80	\$597.60	\$618.00	\$639.60	\$662.00	\$685.20
	Hrly	\$14.42	\$14.94	\$15.45	\$15.99	\$16.55	\$17.13
21	Wkly	\$654.80	\$680.00	\$702.00	\$726.80	\$752.00	\$778.40
	Hrly	\$16.37	\$17.00	\$17.55	\$18.17	\$18.80	\$19.46
22	Wkly	\$682.40	\$705.20	\$729.60	\$760.00	\$783.20	\$809.60
	Hrly	\$17.06	\$17.63	\$18.24	\$19.00	\$19.58	\$20.24
23	Wkly	\$701.20	\$726.00	\$750.80	\$778.00	\$805.60	\$832.40
	Hrly	\$17.53	\$18.15	\$18.77	\$19.45	\$20.14	\$20.81
24	Wkly	\$725.20	\$750.00	\$776.40	\$805.20	\$831.20	\$861.60
	Hrly	\$18.13	\$18.75	\$19.41	\$20.13	\$20.78	\$21.54
25	Wkly	\$742.40	\$768.40	\$794.40	\$823.20	\$851.60	\$880.80
	Hrly	\$18.56	\$19.21	\$19.86	\$20.58	\$21.29	\$22.02
26	Wkly	\$766.80	\$792.80	\$821.20	\$849.20	\$879.60	\$910.00
	Hrly	\$19.17	\$19.82	\$20.53	\$21.23	\$21.99	\$22.75
27	Wkly	\$790.80	\$818.80	\$846.80	\$875.60	\$907.60	\$938.80
	Hrly	\$19.77	\$20.47	\$21.17	\$21.89	\$22.69	\$23.47

Pay plan adjusted by 1% effective 7-6-2014 per contract extension agreement

**APPENDIX B(4)
AFSCME SUPERVISORS**

PAY PLAN EFFECTIVE January 4, 2015

PAY GRADE		2	3	4	5	6	7
		6MOS-1YR	1-2YRS	2-4YRS	4-5YRS	6-8YRS	8+YRS
20	Wkly	\$582.40	\$603.60	\$624.00	\$646.00	\$668.80	\$692.00
	Hrly	\$14.56	\$15.09	\$15.60	\$16.15	\$16.72	\$17.30
21	Wkly	\$661.20	\$686.80	\$709.20	\$734.00	\$759.60	\$786.00
	Hrly	\$16.53	\$17.17	\$17.73	\$18.35	\$18.99	\$19.65
22	Wkly	\$689.20	\$712.40	\$736.80	\$767.60	\$791.20	\$817.60
	Hrly	\$17.23	\$17.81	\$18.42	\$19.19	\$19.78	\$20.44
23	Wkly	\$708.40	\$733.20	\$758.40	\$785.60	\$813.60	\$840.80
	Hrly	\$17.71	\$18.33	\$18.96	\$19.64	\$20.34	\$21.02
24	Wkly	\$732.40	\$757.60	\$784.00	\$813.20	\$839.60	\$870.40
	Hrly	\$18.31	\$18.94	\$19.60	\$20.33	\$20.99	\$21.76
25	Wkly	\$750.00	\$776.00	\$802.40	\$831.60	\$860.00	\$889.60
	Hrly	\$18.75	\$19.40	\$20.06	\$20.79	\$21.50	\$22.24
26	Wkly	\$774.40	\$800.80	\$829.60	\$857.60	\$888.40	\$919.20
	Hrly	\$19.36	\$20.02	\$20.74	\$21.44	\$22.21	\$22.98
27	Wkly	\$798.80	\$826.80	\$855.20	\$884.40	\$916.80	\$948.00
	Hrly	\$19.97	\$20.67	\$21.38	\$22.11	\$22.92	\$23.70

Pay plan adjusted by 1% effective 1-4-2015 per contract extension agreement

**APPENDIX B(5)
AFSCME SUPERVISORS**

PAY PLAN EFFECTIVE July 5, 2015

PAY GRADE		2	3	4	5	6	7
		6MOS-1YR	1-2YRS	2-4YRS	4-5YRS	6-8YRS	8+YRS
20	Wkly	\$600.00	\$621.60	\$642.80	\$665.20	\$688.80	\$712.80
	Hrly	\$15.00	\$15.54	\$16.07	\$16.63	\$17.22	\$17.82
21	Wkly	\$681.20	\$707.60	\$730.40	\$756.00	\$782.40	\$809.60
	Hrly	\$17.03	\$17.69	\$18.26	\$18.90	\$19.56	\$20.24
22	Wkly	\$710.00	\$733.60	\$758.80	\$790.80	\$814.80	\$842.00
	Hrly	\$17.75	\$18.34	\$18.97	\$19.77	\$20.37	\$21.05
23	Wkly	\$729.60	\$755.20	\$781.20	\$809.20	\$838.00	\$866.00
	Hrly	\$18.24	\$18.88	\$19.53	\$20.23	\$20.95	\$21.65
24	Wkly	\$754.40	\$780.40	\$807.60	\$837.60	\$864.80	\$896.40
	Hrly	\$18.86	\$19.51	\$20.19	\$20.94	\$21.62	\$22.41
25	Wkly	\$772.40	\$799.20	\$826.40	\$856.40	\$886.00	\$916.40
	Hrly	\$19.31	\$19.98	\$20.66	\$21.41	\$22.15	\$22.91
26	Wkly	\$797.60	\$824.80	\$854.40	\$883.20	\$915.20	\$946.80
	Hrly	\$19.94	\$20.62	\$21.36	\$22.08	\$22.88	\$23.67
27	Wkly	\$822.80	\$851.60	\$880.80	\$910.80	\$944.40	\$976.40
	Hrly	\$20.57	\$21.29	\$22.02	\$22.77	\$23.61	\$24.41

Pay plan adjusted by 3% effective 7-5-2015 per contract extension agreement

APPENDIX D

JOB FAMILIES

Grade 27 - Supervisors

Airport Facilities Supervisor
Airport Maintenance Supervisor
Athletic Facilities Supervisor
Airport Maintenance Supervisor
Public Services Works Senior Supervisor (Construction, Districting, Wastewater, Horticulture, Forestry, Islands, PDD, Sweeping, Traffic, Cemeteries, Solid Waste)
Senior Operations Dispatcher
Vehicle Maintenance Supervisor
Golf Course Supervisor
Public Buildings Operations Supervisor

Grade 26 – Supervisors

Parking Meter Supervisor
Public Buildings Trades Supervisor
Public Services Works Dispatcher
Public Services Works Supervisor
Public Assembly Facilities Operations Supervisor
Service Writer

Grade 25 – Vehicle Maintenance/Parking Meter Foreman

Fire Equipment Specialist
Machine/Weld Shop Foreman
Plow Bay Foreman
Public Services Works Parts Manager
Vehicle Maintenance Foreman

Grade 24 – Foreman

Airport Maintenance Foreman
Public Assembly Facilities Operations Foreman
Public Services Works Foreman

APPENDIX E

TRANSITIONAL WORK AGREEMENT

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

- 1) The date upon which the Employee sustained an injury is _____, 20____.
- 2) Pursuant to the City of Portland's Transitional Work Program, the Employee will return to work in a Transitional Work assignment on _____, 20____.
- 3) Attached is a copy of the Transitional Work Program of the City of Portland which the employee has read and understood.
- 4) The parties agree that the term of this Transitional Work agreement shall be 90 days, from the return to work date above to _____, 20____.

Dated this ____ day of _____, 20____.

Employee

City of Portland

APPENDIX F MEMORANDUM OF AGREEMENT

The purpose of this agreement is to confirm the understanding of the parties concerning the use of workfare clients. This agreement is a successor to and replaces the agreement of June 1993.

1. Insofar as possible, workfare clients will be used for projects or seasonal work. However, to preserve as many unit positions as possible and to allow the City maximum flexibility, workfare clients may be given assignments listed on Attachment A. Individual exceptions may be made by the Union signatories. Social Services will coordinate assignment of workfare clients with departmental needs in accordance with this intent. Should a question arise concerning the assignment of workfare clients, the City will meet with the Union promptly to discuss and resolve the question.
2. Whenever Workfare clients are assigned to work with regular City employees, such assignments will be of a laboring or entry-level clerical nature and will not include the use of equipment that is not normally used by such entry-level employees.
3. Workfare clients will be allowed to operate handmowers, weedwackers and similar equipment, but will not be allowed to operate other motorized equipment.
4. Workfare clients will be allowed to work in the place of temporary and seasonal employees provided that the above-outlined qualifications apply.
5. Direct supervision of workfare clients will be provided by regular City employees. Any Labor and Trades employee supervising workfare clients will be compensated at his/her regular rate, or, if supervising four or more at grade 18.
6. Workfare clients will be provided with a job orientation by Social Services with reinforcement provided by City staff. Appropriate job site training will be provided by City staff.
7. Social Services will provide workfare clients with necessary work clothing such as work boots, gloves and ponchos.
8. City employees and workfare clients will treat each other with respect.
9. Social Services will monitor workfare assignments, client performance, training needs, and supervision through periodic job site visits.
10. The parties agree to meet when requested to do so.

MEMORANDUM OF AGREEMENT (cont'd)

This agreement shall continue until terminated by either party. The terminating party shall give at least 30 days notice of its intent to terminate. Changes may be made by mutual agreement of both parties at any time.

For the City of Portland

Date

For AFSCME Council 93

Date

For AFSCME Supervisors Unit

Date

ATTACHMENT A

City Workfare Locations and Example Assignments

Parks, Recreation and Facilities Management Department

Public Buildings Division - custodial and building maintenance

Golf Course - Litter patrol, raking, mowing

Parks and Cemeteries - Litter patrol, raking, mowing, trimming, seeding, planting flowers, weeding

Public Services Works Department

Streets and Utilities Division - patching, hand sweeping, reclamation site inventory and sorting, litter patrol

Central Services Division - cleaning equipment, custodial services

Engineering Section – filing, data entry

Traffic Section - painting, sign pole straightening

Health and Human Services Department:

Social Services: Oxford Street Shelter and Family Shelter - custodial and building maintenance

Barron Center - Groundwork and custodial related projects

Maine State Pier, Fish Pier, International Ferry Terminal, Jetport - litter patrol, sweeping, hand painting, weeding, separating fish net, dumping waste oil

APPENDIX G

WINTER PERIOD DEPARTMENTAL PROCEDURES

Public Services Works and Parks, Recreation and Facilities Management

1. The winter period shall begin on a Sunday in November and end on a Saturday in April. The Department Director, or Designee, shall determine these dates.
2. The Union agrees to provide the City with 24-hour coverage throughout this period. Except as provided below employees will work a Monday through Friday eight (8) hour schedule, four (4), ten (10) hour days, or a weekend schedule of three (3), twelve and a half (12-1/2) hour days. A list of employees assigned to the various shifts will be provided to the Winter Manager by October 15.
3. All non-Sanitation Supervisors Unit personnel will be assigned to a plowing team with designated hours to work during the storm. They will be required to work for up to 16 consecutive hours depending upon the duration of the storm. Employees may volunteer to work up to an additional eight (8) hours, or a portion thereof, if requested by the Winter Manager, or Designee.
 - A. Team assignments will be made by management and will be based on the following criteria: current shift assignment, skill level of employee and equipment operation needs.
 - B. Employees will be offered convenience pagers in November. Employees who accept a pager are expected to respond to each page by contacting Dispatch (874-8493) within 20 minutes of the page. If an employee elects not to carry a convenience pager, s/he shall remain available and accessible by only one telephone number submitted to the Winter Manager, or Designee during periods of imminent weather. The employee shall furnish the Winter Manager, or Designee, with only one telephone number.
 - C. Employees who report for a short period of time are eligible for call-in pay. If an employee is called in and reports to work for a period of less than two (2) hours, s/he shall receive "call-back" pay per article 12.11.
4. Employees assigned to Solid Waste will be assigned to a plow team but will not be expected to assist with the plowing effort on a scheduled work day until after their sanitation duties are concluded.

5. Unit personnel who volunteer to plow in a one-person plow truck will be assigned to a one-person unit if there are not Labor and Trades unit personnel available. The following stipends are in effect for the winter period:
 - A. \$2.00 per hour during a plowing storm or sand-salt operation when operating a one-person plow unit.
 - B. \$2.00 per hour during a plowing storm for operating a loader or grader providing the employee is able and willing to operate a one-person plow, when assigned.
 - C. All Public Services **Works and Parks, Recreation and Facilities (if applicable)** Supervisors unit members will receive thirty cents \$.30 per hour stipend for all hours worked during the winter period except Fleet personnel if they are to be utilized during the entire winter period.
 - D. Senior Operations Dispatcher shall receive a stipend of one dollar (\$1.00) per hour during the winter period.

6. Winter Vacation Leave and Time Off Requests

Winter leave requests at Public Services **Works and Parks, Recreation and Facilities (if applicable)**, excluding requests made by Island and Vehicle Maintenance personnel, will be handled in accordance with the following guidelines. Island and Vehicle Maintenance personnel will continue to coordinate their time off among themselves.

A. Initial Vacation Scheduling

Of the time off requests received on or before November 1 of any given year, vacation requests for full or partial weeks will receive first priority. The City is committing to 2 vacations (1 available and 1 unavailable) per each week in winter so some employees will only be granted 1 full or partial week of vacation during the winter period. Requests will be evaluated in order of employee seniority within the bargaining unit with the most senior employee receiving two weeks off that he/she has requested. No employee will be pre-approved for more than two full or partial weeks of vacation off during the winter period. For the purpose of reviewing requests, a week is defined as any 7-day period beginning on Sunday and ending the following Saturday.

- (1) The first employee granted time off in a given week, based on his/her seniority within the bargaining unit, will be considered to be unavailable for call-in during that period of time off; however, the most (or more) senior employee has the option of designating

him/herself as being available so the next senior person requesting the same week off may be designated as unavailable.

- (2) Of the remaining vacation requests received on or before November 1, the second most senior employee requesting a given full or partial week off will be granted the requested days off during that week. They will be considered available for call-in during that approved time off. If the Department does cancel their time off on a day (days) when the employee is using vacation leave and during the employee's normal work hours, the employee will not be eligible for vacation call-in pay. The employee will receive their regular pay, their vacation will be rescheduled and they will report to work within a reasonable winter response time. The employee will receive straight time pay during their regular work hours and will be paid overtime during off-duty hours if such pay is provided for in the collective bargaining agreement.

Note: Employees granted vacation in accordance with the above provisions will have the option of rescheduling their whole vacation in the event the Department cancels part of their vacation.

B. Other Time Off Requests

- (1) In the event that two people are not scheduled off for specific days or a full work week during the winter period, an employee may request that time off on a first-come, first-serve basis during the winter period providing they submit a written request on the designated departmental form to the Winter Manager, or Designee, at least seven (7) calendar days prior to the start of the requested time off. Such requests may be vacation leave requests or requests for off-duty time as available or unavailable. If two or more requests are submitted on the same day, bargaining unit seniority will determine who receives the requested time off. There is no distinction between vacation leave requests and unavailable requests; the most senior employee will receive the time off. If no one is scheduled in the unavailable slot, the employee may request to be unavailable during the period of time off; otherwise, they will need to be available for call-in and report within a reasonable winter response time. They will receive their regular pay. The City has no obligation to reschedule the employee's time off; however, the employee may make a separate request in accordance with this policy.
- (2) A third employee may be granted time off during a week but such requests will not be approved more than three (3) calendar days prior to the desired time off. Such requests will be approved only if

the Winter Manager, or Designee, determines that weather and staffing considerations support granting this time off. If a situation occurs following the approval of time off but within the three (3) day period that the Winter Manager, or Designee, determines to be an emergency, s/he has the discretion to cancel the approved time off. The employee will receive their regular pay for that time period and will need to report within a reasonable winter response time. The City has no obligation to reschedule the employee's time off; however, the employee may make a separate request in accordance with this policy.

C. Failure to Report to Work as Required

- (1) An employee's failure to report within a reasonable winter response time, as required in A(2), B(1) and B(2) above when the City cancels approved available time off, will make that employee ineligible for any further available time off during that winter period in accordance with this policy. The City considers ninety (90) minutes between receipt of the call and arrival at work to be a reasonable response time. If the employee calls Dispatch within twenty minutes of the page, the ninety minutes will be counted from the time of the employee's call to Dispatch. If the employee does not call Dispatch within twenty minutes of the page, the ninety minutes will be counted from the time Dispatch paged the employee.
- (2) Providing employees respond during the ninety (90) minute time frame outlined above, their response will be determined to be reasonable. If the employee does not respond within ninety (90) minutes from the time of the call, the Winter Manager, or Designee, will meet with the employee to discuss the reason for the longer response time and, based on the information the employee provides, will determine if the response was reasonable. The Winter Manager, or Designee, will inform the Union, as well as the employee, if s/he intends to deny additional time off due to a failure to respond within a reasonable time period. The Union may appeal this decision to the Human Resources Director whose decision will be final and binding.

D. Notification Time Frames

- (1) Employees may submit winter vacation requests (Section A) prior to August 1 to the Unit Chair. All requests submitted by August 1 will be processed by August 15 and the vacation calendar will be provided to the City. Additional requests (Section A) for weeks not filled during the August request process may be submitted prior to

October 1 to the Unit Chair and those requests will be processed by October 15. The revised calendar will be provided to the City and the membership. No additional winter vacation requests will be processed prior to the start of winter. Any requests received after October 1 will be handled in accordance with Section A above and the Union and employees will be notified in accordance with the time frames designated in Section B.

7. Employees assigned to do checker work during the winter period will receive higher class pay at grade 27 for the hours they perform checker duties.
8. The Cemeteries Sr. Supervisor & Foreman, Wastewater, Forestry & Horticulture Sr. Supervisors, Solid Waste Sr. Supervisor & Foreman and Traffic Sr. Supervisor are exempted from winter shifts assignments.

9. Dispatch Winter Shifts Schedule:

1st Shift Weekdays Sr. Operations Dispatcher Mon.-Thurs. 5:00 a.m.-3:00 p.m.

2nd Shift Weekdays To Be Filled on Overtime Mon.-Thurs. 3:00 p.m.-7:00 p.m.

3rd Shift Weekdays To Be Determined Mon.-Thurs. 7:00 p.m.-5:00 a.m.

1st Shift Weekend Public Services Works Dispatcher Fri.-Sun. 5:00 a.m.-5:30 p.m.

2nd Shift Weekend To Be Determined Fri.-Sun. 5:00 p.m.-5:30 a.m.

Jetport

The ability of the Aviation and Transportation Department to carry out vital City operations during the winter depends on the faithful observance of these RULES by employees involved in winter operations.

1. Overtime is not voluntary between November 15 and April 15. No employee shall fail or refuse to report for overtime work when directed to report for overtime work at any time during the period of November 15 and April 15 (or during periods of imminent danger to the health, safety, and property of Portland Citizens).
2. Employees shall be available to be called for overtime work during the period of November 15 through April 15 at all of the following times:
 - A. When directed to be available.

- B. When weather forecasts predict snow, icing, high winds and/or tides, heavy rains, possible refreezing, etc. Each employee is responsible for checking forecasts posted near the time clock.
 - C. During winter precipitation at the Jetport all employees will be kept as informed as possible as to the likelihood of call-in to minimize disruptions of their off-time. However, some situations occur unforeseen.
3. If the employee has a home phone, the employee must keep the line reasonably open and available for calls. Employees shall provide the department their home telephone numbers.
 4. If an employee does not have a home telephone, the employee must be able to be reached in a manner acceptable to the department. The employee will be responsible for notifying the department of how it can contact the employee.
 5. City-furnished telephone pagers offer the employee to move about normally during the winter months with the condition of reasonable availability. Use of these pagers is recommended when furnished.
 6. An employee may request to be excused from the requirement of being available for overtime work as stated in Rule 2. A request to be excused will be permitted only if received no later than 12 Noon the day before, except in special cases. These requests will not be granted automatically but will depend upon the needs of the department.
 7. Equipment assignments will be made storm by storm by the Airport Maintenance Supervisor, Airport Operations Manager, Airport Manager or Director of the department. Maintenance workers may be asked to operate a variety of pieces of equipment, depending on the needs of the department at any particular time.
 - A. Instead of a snow plowing stipend, an additional \$.12 per hour will be paid to all employees for all hours worked year round.
 8. Any employee who fails or refuses to report for overtime work when directed to do so, and claims illness as the reason therefore, shall provide the department with a doctor's certificate verifying such illness upon the employee's return to work. Claiming illness without providing a doctor's certificate therefore shall not automatically exempt the employee from any provision or conditions contained in these rules. The department will address absences on a case-by-case basis and may take whatever action it deems necessary. Requirements for a doctor's certificate may be waived by the director on a case-by-case basis.

9. Any employee who is unable to report for snow plowing because of illness should contact the department immediately and make this known to the individual in charge. The department reserves the right to require medical certificates.
10. Guidelines for Taking Breaks
 - A. Drivers should take a ten-minute break at least every two hours.
 - B. Drivers should take regular meal breaks at convenient times.
 - C. After approximately 12 hours of work, drivers should take a one-hour break for a meal, rest stop or light duties.
 - D. A work limit of 16 consecutive hours should be followed unless the driver and supervisor agree that unusual conditions require that the hours be extended. The final decision as to driving longer than 16 hours will be made by the Airport Operations Manager or his/her designee.
 - E. Drivers should take a break from plowing duties whenever they feel they are too tired to drive safely on the airfield.
 - F. A fine balance must be maintained between keeping our properties safe and employee off-time/breaks. At times, a somewhat extended "PUSH" followed by a longer rest break may need to be employed - safety being the controlling factor.
11. Employees who have worked 24 consecutive hours immediately prior to the start of their regular shift will receive additional half time pay for the duration of their regular shift providing they work their regularly scheduled shift.
12. Supervisory unit employees at the Jetport may schedule one winter vacation (one or more days in one week) prior to the beginning of the winter period. One bargaining unit employee will be approved for one or more days of a given week (Sunday through Saturday) on an unavailable basis. Additional time off during the winter may be approved but approval will be dependent on weather conditions and staffing.

APPENDIX H

MEMORANDUM OF AGREEMENT

~~Effective at the end of winter shifts 2015, Appendix H will be eliminated.~~

~~The Construction Supervisors will be combined with Districting and will re-form a new structure.~~

~~Depending on the timing of when the contract is settled, the re-structure will take place either at the beginning of the winter season or in the spring when the winter period ends.~~

~~Both Construction Supervisors will bid on winter shift assignments whether in Dispatch or as a Shift Supervisor and will then bid into the non-winter period re-structure of Districting. Once this is set up for the first year, these assignments will remain the same each year for the non-winter period. Movement will be considered only when a vacancy arises.~~

APPENDIX I

STANDARD PROVISIONS OF 4/10 AGREEMENTS

The following provisions are the standard components of a modified work agreement where some or all employees in a particular Section or Division agree to change their regular work from five eight (8) hour days to four ten (10) hour days. It is the decision of the Division Head, with approval from the Department Head, to determine whether or not some employees may opt to stay on a 5/8 schedule. If all employees will be required to work the modified schedule, the schedule change requires a majority vote of the affected employees.

1. Work Week

The regular work week shall consist of four (4) consecutive ten (10) hour days. If employees currently work a Monday through Friday schedule, some employees will be scheduled to work Monday through Thursday and other employees will be scheduled to work Tuesday through Friday. Employee preference should be given consideration in determining which schedule the employee will work.

2. Holidays

Holidays as defined in the respective collective bargaining agreements as paid holidays will be paid as follows:

- A. Full-day holidays shall be paid at a rate of one-fourth (1/4) of the employee's weekly salary, based on the compensation rate in effect when the holiday occurred.
- B. If a full-day holiday falls on a scheduled work day, the employee shall have the holiday off. If the holiday falls on a Monday, Tuesday through Friday employees will have Tuesday off; if the holiday falls on a Friday, Monday through Thursday employees will have Thursday off.
- C. If Christmas Eve falls on the employee's scheduled work day, the employee will receive five (5) hours holiday base pay for the second half of their shift.

3. Vacation

Vacation shall continue to be earned as outlined in the bargaining agreement. When the employee uses a vacation day, she/he shall have ten (10) hours deducted from his/her accumulated balance.

APPENDIX I (cont'd)

4. **Sick Leave**

Effective with the implementation of the 4/10 schedule, sick leave shall accrue at the rate of ten (10) hours per month for employees working under the agreement. When an employee uses a sick day, she/he shall have ten (10) hours deducted from his/her accumulated balance. Balances of accrued sick leave under the 5/8 schedule will not be converted; in the event of a transfer/promotion of an employee working a 4/10 to a 5/8 schedule, accrued balances will not be reduced.

5. **Overtime**

Overtime shall be paid at the rate of one and one-half times the employee's base rate when he/she actually works beyond ten (10) hours per day or forty (40) hours per week.

Managers who are considering a modified work schedule should contact Human Resources at least one month prior to target implementation of the schedule. A Memorandum of Agreement will have to be negotiated with the Union and the employees must be given a two (2) week notice of the schedule change.

The purpose of this Appendix is informational for those employees or managers who may be interested in considering a modified work schedule on a permanent or a temporary basis. Many of the 4/10 agreements are seasonal due to the nature of the work but we do have a couple of agreements that continue year round.

APPENDIX J

Hand Tools

1	Leather tool apron
1	Canvas tool tote
1	Pair safety glasses
1	Pair hearing protectors
1	SAE metric socket wrench set (Craftsman #33623 or equivalent)
1	3/8" to 7/8" open end box ratchet wrench set
1	6" adjustable wrench
1	8" adjustable wrench
1	10" adjustable wrench
1	utility knife
1	torpedo level
1	24" carpenter level
1	line level
1	"wiggy" electrical tester
1	wall outlet tester
1	"hot stick" tester
1	4-in-one screwdriver
1	nail hammer
1	ball peen hammer
1	6" taping knife
1	10" taping knife
1	electrical crimper/stripper
1	drywall saw
1	5-in-one paint tool
1	14" mud trowel
1	quick square
1	6" combo square
1	8" linesman's plier
1	6" pliers
1	8" needle nose pliers
1	8" diagonal cutting pliers
1	multisized notched trowel
1	cement finishing trowel
1	12" channel lock pliers
1	razor scraper
1	2" putty knife
1	chalk line
1	6" vise grips
1	10" vise grips
1	needle nose vise grips
1	nut driver set (5/32" to 9/16")
1	30' tape measure
1	file set
1	pipe cutter#10 rigid
1	pipe cutter #20 rigid
1	straight pair of aviation snips
1	wire stripper
1	fuse puller (large)
1	pipe wrench 8"
1	10" pipe wrench
1	punch set (nail and drift)
1	set wood chisels

APPENDIX J (cont'd)

Hand Tools (cont'd)

- 1 rivet tool
- 1 17 pc. metric combination wrench set
- 1 8 pc. ratchet wrench set
- 1 12 pc. 1/2" drive impact socket set
- 1 set cold chisels
- 1 "T" Allen wrench set
- 1 packet Allen wrench set
- 1 speed wrench 1/2" drive
- 1 hacksaw
- 1 mini hack saw
- 1 mini mag light/case
- 1 3/8" drive ratchet extension set
- 1 1/2" drive ratchet extension set
- 1 drill index
- 1 drill holster
- 1 dead blow hammer
- 1 screw driver set
- 1 wire brush
- 1 wrecking bar
- 1 wonder bar
- 1 caulking gun
- 1 grease gun
- 1 pair 6" "C" clamps

Battery/Power Tools

- 1 3/8" drill - power
- 1 cordless drill/driver - battery
- 1 circular saw - power
- 1 sabre saw - power

Other

- 1 paint brush assortment
- 1 wood bit set
- 1 lockout/tagout equipment
- 1 roller tray
- 1 9" paint roller
- 1 4" paint roller

APPENDIX K

Memorandum of Agreement

This agreement applies to all unit employees who work in the following departments: Public Services **Works**, **Parks**, Recreation and Facilities Management, and Aviation and Transportation. The City will continue the prescription eyewear reimbursement program for employees whose work involves regular exposure to eye hazards in accordance with the following guidelines:

Eligibility

At Public Services **Works** and **Parks**, Recreation and Facilities Management, the following employees who are regularly exposed to eye hazards are eligible for this reimbursement program:

- employees who are hired on or after July 1, 1998; and,
- employees hired previously who did not take advantage of this program because they were not required to wear glasses prior to July 1, 1998.

At Aviation and Transportation, all employees who are regularly exposed to eye hazards are eligible for this program.

Reimbursement Amount

The City will make a one-time reimbursement of \$30 to the employee for the purchase of one (1) pair of safety prescription eyewear (with an additional \$20 available for bifocal lens cost) providing the employee submits proof of purchase dated on or after July 1, 1998. Eyewear must be in compliance with ANSI standards to be eligible for this reimbursement.

This is a one-time reimbursement, not a yearly reimbursement. The employee may use a portion of their clothing account to fund the balance of the cost, if an initial purchase, or the full cost if a replacement purchase. If the employee uses a portion of their clothing account to fund the purchase of safety prescription eyewear, it is with the understanding that they continue to be responsible to fund purchases of required clothing for the full fiscal year.

Employees who claim that their prescription eyewear has been damaged at work and request replacement through the Workers' Compensation system will be expected to provide sufficient documentation to substantiate that the damage occurred during the course of and arising out of the performance of duty and that the damage was not due to carelessness on the part of the employee. The City will continue to track Workers' Compensation costs and a significant increase in costs will be cause for the City to terminate this program.

APPENDIX K (cont'd)

Term

This agreement will continue for the term of the 2013~~6~~-201~~6~~7 collective bargaining agreement providing Workers' Compensation costs related to eyewear replacement do not significantly increase.

Agreed to by:

City of Portland

Date

AFSCME Supervisors, Local 481-07

Date

AFSCME Council 93

Date

**APPENDIX L
HEALTH INSURANCE RESERVE ACCOUNT**

Health plan as proposed by the Health Insurance Advisory Committee referred to in Article 15.2.1.

- Implementation of the new Health Insurance plan (Revised 11/14/2014) would be no sooner than January 1, 2016.
- The wellness programs will be established prior to new Health Insurance Plan being implemented.
- The first year of implementation the proposed Health Insurance plan the deductible will be \$200 for single per year and \$400 for a family per year.
- The second year of implementation of the proposed Health Insurance plan the deductible will increase to \$400 for single per year and \$800 for a family per year.
- Established a reserve account as outline below:

Health Insurance (City of Portland Employee Medical Plan) Reserve Account

Upon implementation of the proposed value-based insurance design that includes wellness components, the City of Portland ("City") agrees to designate \$150,000 from fund balance to establish a reserve account. Thereafter, following the conclusion and audit completion of each fiscal year, the City will determine if the employee medical plan budget was over-funded or under-funded based on the overall medical budget that was set by the City for that fiscal year. If the medical budget is over-funded, then 15% (represents employee contributions) of that amount will be added to the reserve account. Likewise, if the medical budget is under-funded, then 15% of that amount will be deducted from the reserve account.

The purpose of the reserve account is to provide weekly premium relief to those active employees who contribute to the cost of health insurance for themselves and/or family members. When the reserve account has enough monies above the \$150,000 threshold to cover at least one week of employee contributions, then monies will be returned to active employees in the form of a non-payment obligation from each current contributing employee based on their weekly plan rate. The City will arrange for the non-payment obligation to occur in the second quarter of the following fiscal year.

To illustrate how this would work, below are two (2) examples with the assumed \$150,000 designated as funds for the reserve account.

***Example 1:**

Health Insurance Budget for fiscal year 2015	\$15,500,000
Health Insurance actual cost for fiscal year 2015	\$15,000,000

APPENDIX L (cont)

- Over-funding results in 15% of \$500,000 (difference between budget and actual) = \$75,000. \$75,000 added to \$150,000 so reserve account is \$225,000.
- Currently, weekly employee contributions total approximately \$52,000.
- This example would produce premium relief in the form of a non-payment obligation of one (1) week for each current contributing employees based on their weekly plan rate in the second quarter of fiscal year 2016. The reserve account balance would then be \$173,000.

*Example 2:

Health Insurance Budget for fiscal year 2015 \$15,500,000

Health Insurance actual cost for fiscal year 2015 \$16,000,000

- Under-funding results in 15% of \$500,000 (difference between actual and budget) = (\$75,000).
- \$75,000 would be deducted from the \$150,000 reserve account, leaving a balance of 75,000.

Human Resources and Finance will be responsible for recordkeeping of the reserve account.

Human Resources will continue to provide Labor/Management Health Insurance Advisory Committee with the quarterly reporting packet that includes timely information regarding actual health insurance expenditures compared to the budgeted amounts.

*Examples are for illustration purposes only.