

AGREEMENT BETWEEN
THE
CITY OF PORTLAND
AND
THE CITY EMPLOYEES' BENEFIT ASSOCIATION
AFSCME LOCAL 1373

July 1, 2016 – June 30, 2019

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AGREEMENT

This Agreement made and entered into this 5th day of December, 2016 by and between the CITY OF PORTLAND, hereinafter referred to as "City" and Local 1373, American Federation of State, County, and Municipal Employees, AFL-CIO, Council 93, hereinafter referred to as the "Union".

1. PREAMBLE

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:

Assessors
City Clerk
Executive
Finance
Fire
Health and Human Services
Parks, Recreation and Facilities Management
Planning and Urban Development
Police
Public 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/her 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 vacation or sick leave, 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, 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.

2.6.1 New Job Classifications: The City shall also notify the Union of new job classifications when created with a written position statement from the Human Resources Department as to the appropriate bargaining unit for such new classifications. If the Union disputes the position of the City, the Union shall within ten (10) business days of receiving the City's written position statement request a meeting in writing with the Human Resources Director, or designee, to discuss the recognition of the position relative to the bargaining unit. If the meeting does not resolve the dispute, the Union may request a Unit Determination review by the Maine Labor Relations Board in accordance with Maine revised statute, Title 26, Chapter 9-A. The City may advertise and fill the new position without delay while awaiting the Unit Determination ruling from the Maine Labor Relations Board. If the Union does not request a meeting within the aforementioned ten (10) business days, the recognition of the new classification and position by the City shall be deemed acceptable by the Union.

2.6.2 Reclassification of Existing Positions: For organizational and operational purposes, the City may modify and/or reclassify existing position(s) which may or may not affect their status within the bargaining unit or pay plan. Prior to implementation, the City shall provide a written statement (including job descriptions and other related/pertinent documentation) to the Union. If the Union disputes the City's position, the Union shall within ten (10) business days of receiving the City's written position statement request a meeting with the Human Resources Director, or designee, to discuss the position relative to the

bargaining unit and/or the reclassification(s)/modification(s). If the meeting does not resolve the dispute, the Union may pursue other dispute resolution means available, including, but not limited to, a review by the Maine Labor Relations Board or formal grievance process in Article 9. If the Union does not request a meeting within the aforementioned ten (10) business days, the recognition of the reclassification(s) or modification(s) by the City shall be deemed acceptable by the Union. In the event there is an existing employee in a position that gets reclassified under this section the employee shall not be required to serve another probationary period.

2.6.3 Notwithstanding the above, in the event the Union believes an employee(s) actual work is not in conformity with their job specification, the Union may request a position classification review through the Department of Human Resources.

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 to this Agreement agree that pursuant to State and Federal law and City Ordinance, 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.

4. DUES DEDUCTION

4.1 Dues Deduction

The City shall deduct regular weekly dues, or fair share fees as provided in Section 4.2 below, premiums for income protection insurance, for employees participating in the AFSCME Income Protection Plan, as outlined in Article 15, INSURANCE, and service fees for Union representatives, if so authorized, upon receipt of a signed authorization form from members and a certified statement from the AFSCME Council 93 as to the amount for dues, fees, and premiums. The City shall also deduct premiums for other AFSCME

Insurances as authorized, including dental, legal, life and vision. The signed authorization for deduction of dues or service fees 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 deductions.

4.1.1 P.E.O.P.L.E. Deduction

The City agrees to deduct from wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the City and the Union. The City agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

4.2 Fair Share Fees

4.2.1 For employees hired into a permanent position on or after March 1, 1985, said employees must either (1) join the Union, or (2) 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 (representational fee). Said employees shall have 10 days after completion of their probationary period within which to join the Union or to pay the fair share (representational fee) amount.

4.2.2 The Union agrees to establish a bona fide internal Union procedure to allow non-member 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 continue to deduct the fair share fee from the employee and 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

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

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

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 and fee 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 such 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/her regularly assigned work in order to investigate a grievance without first obtaining approval of their 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/her regular shift hours for investigating grievances, up to a maximum of one (1) hour per grievance, but not to exceed a total of three (3) 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. Of the five (5) Union Committee representatives, the Union President (or his/her designee) and the Union Chief Steward (or his/her designee) shall attend the meeting.
- 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 designee gives permission and determines there is sufficient staffing 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

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 or in work areas for a period of ten (10) consecutive work days before becoming effective.
- 7.4 The City agrees to provide employees with an annual review of work rules when requested by the Union with copies forwarded to the Union.

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.

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 ten (10) 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 twenty (20) working days thereafter, the Department Head or designee shall meet with the Union for the purpose of adjusting or resolving such grievance and shall provide a written decision within ten (10) working days of the date of the hearing.

9.1.3 If the grievance is not resolved at Step 9.1.2, within ten (10) 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. Within twenty (20) working days thereafter, the Director of Human Resources or designee shall meet with the Union for the purpose of adjusting or resolving such grievance and shall provide a written decision within ten (10) working days of the date of this 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. Within thirty (30) working days thereafter, the City Manager or designee shall meet with the Union for the purpose of adjusting or resolving such grievance and shall provide a written decision within fifteen (15) working days of the date of the hearing.

9.1.5.1 Mediation

In the event that the decision of the City Manager rendered pursuant to Step 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 the Union may request in writing that the matter be submitted to mediation. If the parties agree that mediation is appropriate, a joint request to the Federal Mediation & Conciliation Service (FMCS) will be made. If mediation is (i) not requested; (ii) does not resolve the grievance, or (iii) the City declines to mediate then the parties may proceed to arbitration. The decision by either party to request or decline mediation in any grievance shall not be used or held against either party in any future grievance or arbitration, nor shall it establish any precedent.

- 9.1.5.2 In the event that the decision of the City Manager rendered pursuant to Step 9.1.4 above is not acceptable to the Union, and/or the parties have exhausted all remedies including Mediation as set forth in 9.1.5.1 above, within fifteen (15) working days after receipt of the decision at Step 9.1.4 or within five (5) working days after mediation has occurred, the Union 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 their 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/her own grievance as set forth in Title 26, Maine Revised Statutes Annotated up to and including the Manager's level.

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 All employees will be paid in accordance with the seniority step plan attached as

Appendix B-2 and incorporated herein except those employees who are paid in accordance with a market pay plan.

General wage increases are as follows:

Effective July 3, 2016 employees shall receive a 2% increase to base wages in all classifications.

Effective July 2, 2017 employees shall receive a 2% increase to base wages in all classifications.

Effective July 1, 2018 employees shall receive a 2% increase to base wages in all classifications.

- 11.2 Employees in job classifications covered by market rate pay plans shall be paid in accordance with those attached pay plans for the term of this Agreement.
- 11.3 Wages of permanent part-time employees shall be based upon the seniority step pay plans but such employees' base weekly wages shall be pro-rated on the basis of a forty (40) hour work week for Barron Center RN's and LPN's. The pro-ration shall be on the basis of 37.5 hours for all other classifications.
- 11.4 Retroactive general increases and step increases will be paid to active employees and retirees as of the date of signing of this Agreement, for the period beginning on July 3, 2016 through the date of signing (the "period of retroactivity"). Retroactive pay will be determined by multiplying the difference between the employee's base wage as determined by the appropriate Appendix 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/her time in each position.
- 11.5 Except as provided below in 11.6 and 11.7 placement of new hires on the appropriate salary schedule may be up to the one (1) year step at the sole discretion of the City Manager. If new hires are so placed by the City Manager, other employees in the same classification shall not be paid at a lower rate than the new hire(s). The new hire's anniversary date for the purpose of step increases shall be the permanent date of hire. Employees hired at a higher rate shall not have their rate of pay reduced in the event the City Manager subsequently decides to discontinue hiring at this higher rate.
- 11.6 The Barron Center may hire CNAs, RNs, LPNs and Dietetic Technicians at the step in the pay plan that recognizes prior health care experience in an organization that the City considers to be comparable to the Barron Center except that the employee may not be placed above step 5 in the appropriate pay plan. Examples of applicable organizations

include: short-term rehabilitation facilities, home health organizations serving a senior population, acute and non-acute care hospital settings. Upon contract execution, current Barron Center employees in these classifications will receive similar credit for their experience prior to being hired for the Barron Center except that they will not be placed above step 5. New hires and current employees are responsible for providing the City with documentation of prior health care experience prior to receiving advance pay placement. Subsequent step movement will be based on this initial service credit plus permanent continuous service with the City in the same classification. This advanced placement is for pay purposes only and does not affect any other benefits, including seniority.

11.6.1 The above provision also applies to CNA's and RN's hired by Elder Services for the Adult Day Care Program.

11.7 The City may hire employees in classifications other than those listed in 11.5 and credit them with prior experience up to step 4 on the appropriate salary grade for similar work with similar scope and responsibility and that requires similar licenses and/or credentials providing they meet all of the City's requirements for the positions. The City may exercise this option at its discretion in those cases where there are no CEBA employees applying for the position. In those cases where the City does exercise this option for a new hire, other employees in the same classification shall not be paid at a lower rate than the new hire. New hires will be required to provide documentation of their prior relevant experience prior to receiving advanced pay placement and subsequent step movement will be based on this initial service credit plus permanent continuous service with the City in the same classification. This advanced placement is for pay purposes only and does not affect any other benefits, including seniority.

11.8 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.

12. OVERTIME

12.1 This section is intended to provide a basis for calculation of any payment of overtime. The regular rate of pay for overtime purposes shall be the base wages plus any differentials and stipends paid to the employee.

12.2 **An employee's normally scheduled hours of work shall constitute a day's work and**

an employee's normally scheduled hours of work shall constitute a week's work at base hourly rates of pay.

12.3 Except as provided for part-time employees, a monetary rate of one and one-half (1 1/2) times the regular 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, but not for both; provided, however, that payment shall be made only for hours worked in excess of forty (40) per week under the circumstances described in Section 12.12 below. Part-time employees, except as provided in Appendices F, I, J, K-1 and L, will be paid overtime at the time and one-half (1 1/2) rate only after they have worked in excess of forty (40) hours per week or in excess of both their regularly scheduled work day and in excess of eight (8) hours that day.

12.4 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, when approved overtime is voluntary.

12.4.1 If involuntary overtime is required for the titles listed below, compensatory time off at a time and one-half rate may be provided in lieu of the monetary overtime payment, at the discretion of the employee.

- Parking Control Officer
- Code Enforcement Officers
- Certified Code Enforcement Officers
- Code Enforcement Officers/Plan Reviewers
- Code Enforcement Officer/Electrical
- Network Operations Specialists (IT Division supporting Public Safety operations)
- Help Desk Specialists (IT Division supporting Public Safety operations)
- Note: IT Division employees listed above who have not accrued the maximum vacation leave allowable will be eligible for this provision. Otherwise, IT employees who are at the maximum vacation leave accrual must get approval from the Department Head to get compensatory time off at a time and one-half rate in lieu of the money overtime payment.

12.4.2 No employee may accrue more than eighty (80) hours of such compensatory time and its use shall be scheduled in the same manner as vacation leave.

12.5 For the purposes of this section, "Hours Worked" shall mean only one of the following:

12.5.1 Hours actually worked.

- 12.5.2 Hours compensated for by holiday base pay.
 - 12.5.3 Hours compensated for by bereavement leave.
 - 12.5.4 Hours compensated for by vacation pay.
 - 12.5.5 Hours compensated for by compensatory time off.
- 12.6 For the purposes of this section, "Hours Worked" shall not include:
- 12.6.1 Hours compensated for by holiday premium pay.
 - 12.6.2 Hours compensated for by call-back pay.
 - 12.6.3 Hours compensated for by jury/witness pay.
 - 12.6.4 Hours compensated for by reserve service leave.
 - 12.6.5 Hours compensated for by sick leave pay.
 - 12.6.6 Hours compensated for by personal leave pay.
- 12.7 Department Heads will discuss distribution of overtime with the Union upon request.
- 12.8 When overtime work is necessary, the City 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 City 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 information on overtime distribution at the request of the Union and shall post overtime accumulations by Department and Division on a weekly basis. The symbols used in posting overtime shall be:
- S = Sick
 - V = Vacation
 - Hours/R = Refused
 - N = No answer
 - HR = So many hours refused
 - NP = No phone
- Overtime chart total column - total lost hours posted
- 12.9 If the Union believes that the City is not making every reasonable effort to distribute overtime equally and make accurate postings, then, upon request, the City will meet with officers of the Union to discuss Union suggestions for the improvement of the City's procedure.
- 12.10 The City agrees to keep a Departmental list of employees who are on call during the work week and weekend for the purpose of working overtime. The overtime list will be rotated so that an equal distribution of overtime will be afforded all employees. A refusal of overtime by an employee will be permitted only when said refusal is given no

later than the noon hour of the work day prior to the call in. An employee refusing to work overtime, after giving proper notice, will be noted and rotated to the bottom of said list. An employee not giving proper notice of refusal of overtime will (1) be rotated to the bottom of the overtime list, and (2) have the hours not worked calculated in said employee's total overtime hours.

12.11 Call-Back Pay

Employees called back to work shall receive a minimum of three (3) hours regular pay for the work for which they are called back, or may receive one and one half (1-1/2) times their regular 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.

12.12 Notwithstanding 12.3 above, if an employee uses sick time at the start of or during his/her regular shift after working eleven (11) 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.

12.13 During the winter period employees in the Public Works Department, the Parks, Recreation and Facilities Management Department and the Parking Division may be required to assist with snow removal and related activities during their regular working hours. Barron Center employees who volunteer to participate in winter operations as part of the Barron Center Storm Team will be included in 12.14.2 and 12.14.3.

12.14 Volunteers may be solicited prior to the beginning of each month during this period. The Barron Center will solicit volunteers at the beginning of winter operations for the entire season.

12.14.1 Unit employees who participate in the winter operations rotation will receive a fifty cent (\$.50) per hour stipend for the entire week for any hours worked (regular and overtime) the week they are on call. They will not receive the stipend if they do not come in for work when paged or called.

12.14.2 Employees who participate in winter operations or a member of the Storm Team who are not otherwise eligible for a boot allowance will receive a one hundred sixty dollar (\$160) initial boot allowance, after completion of the six (6) month probationary period. Replacements will be on an "as needed" basis as determined by the Department Director or

designee.

- 12.14.3 Employees who participate in winter operations or a member of the Storm Team are eligible for a ten dollar (\$10.00) meal allowance or a meal provided after working twelve (12) consecutive hours including meal period and rest breaks.
- 12.15 During the winter period, and for other emergencies as declared by the City Manager, Police Chief, Fire Chief, Director of Public Works, or their designee(s), Parking Control Officers will place enforcement signs and assist with traffic control, as needed on an involuntary overtime basis. This overtime will be offered in order of seniority on an "as-needed" basis with a rotating force procedure being utilized when necessary beginning with the least senior Parking Control Officer in the Division. When appropriate, all provisions of Article 12.11, Call-Back Pay, shall apply.
- 12.16 For purposes of this article, the winter period is defined as November through in April.
- 12.17 Code Enforcement Officers, Certified Code Enforcement Officers, Code Enforcement Officers/Plan Reviewers and the Code Enforcement Officer/Electrical shall perform inspections as needed and required by the Department Head, or Designee, on an involuntary overtime basis, including evenings, weekends and holidays. When appropriate, all provisions of Article 12.11, Call-Back pay, shall apply.
- 12.17.1 Effective April 2017, a rotating list will be kept amongst the Associate Engineers listing the least senior person first. If the Associate Engineer working the project declines overtime for the project they are assigned to, then the employer shall offer overtime to the remaining Associate Engineers. If there are no volunteers, then the first person on the list will be mandated to work the overtime. This list will continue to rotate as Associate Engineers are mandated to work the overtime.
- 12.18 Network Operations Specialists and Help Desk Specialists in the IT Department shall be required to work periods of involuntary overtime to provide second shift coverage supporting Public Safety operations when employees on regularly scheduled second shift are unable to provide two (2) weeks advance notice, including, but not limited to, the use of sick leave, personal leave, vacation leave, other approved leave, and for unforeseen emergency events, as determined by the Department Head or designee. See Appendix G, part b for operational guidelines.
- 12.18.1 Notwithstanding 12.18 above, Network Operations Specialists, Help Desk Specialists and other employees in the IT Department shall be required to work periods of involuntary overtime as determined by the Department Head or designee, to provide

emergency support for Public Safety Operations.

13. HOLIDAYS:

13.1.1 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 | |

13.1.2 Compensation of permanent full-time employees who work a 5-day Monday through Friday schedule, for the holidays listed above is described in paragraphs 13.2. Compensation of permanent full-time employees who work a 7-day coverage schedule is described in paragraph 13.3. Holiday payment for permanent full-time employees who work a modified schedule is defined in the Memorandums 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 paragraph 13.4, Appendix A, Appendix F, and Appendix I and K-1.

13.1.3 In addition to the holidays listed above in 13.1.1, and special, non-recurring holiday declared by the President of the United States or the Governor of the State of Maine and observed by other City employees pursuant to order or resolution of the City Council of the City of Portland shall be allowed as an additional holiday.

13.1.4 During the weeks of Thanksgiving, Christmas and New Year's the schedules of Barron Center nursing and ancillary staff (laundry, housekeeping, nutrition and maintenance employees) may be adjusted in accordance with Division policy and with long-standing mutually agreed to practice. The schedule for these holiday weeks will be posted in accordance with the notice requirements of 17.2.

13.2 Permanent Employees Working as Monday through Friday Work Schedule

13.2.1 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 regular 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 13.5.

13.2.2 Permanent full-time employees receive a half day Christmas Eve holiday 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 regular pay for the second half of the shift; if the employee works the second half of the shift, s/he will also receive holiday premium pay as outlined in 13.5. If December 24th is not a regular work day for the employee, the employee will receive a holiday credit of four (4) hours to be cashed in that week or used at a later date (3.75 hours for employees who work a 37.5 hour per week schedule).

13.2.3 For permanent full-time employees, full-day holidays that fall on an employee's regularly scheduled day off, he/she 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 same work week as the holiday on the day prior to or the day after (7.5 hours of holiday credit or straight time pay for employees who work a five day 37.5 hour work week).

13.2.4 If an observed full-day holiday occurs during the work 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 the case of Christmas Eve falling during an employee's vacation week, vacation will be charged for the first half of the employee's regular hours on Christmas Eve but not the second half of the shift, which will be paid as regular holiday pay.

13.3 Permanent Employees Working a Seven-Day Coverage Schedule

13.3.1 Seven-day coverage employees are those employees who work a 5-day schedule that is not a Monday through Friday schedule.

13.3.2 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 Veterans 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.

13.3.3 If one or more of the actual, full-day holidays listed above in paragraph 13.1.1 falls on an employee's scheduled day off, the employee has the options described in 13.2.3 above. The provisions of 13.2.3 are also applicable if the employee is not regularly scheduled to work on the observed date on one or more of the holidays not specifically listed above.

13.3.4 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 pay for the first 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 13.5. If December 24th is not a regular work day for the employee, the employee will receive a holiday credit of four (4) hours to be cashed in that week or used at a later date (3.75 hours for employees who work a 37.5 hour per week schedule). In the case of Christmas Eve falling during an employee's vacation week, vacation will be charged for the first half of the employee's regular hours on Christmas Eve but not the second half of the shift, which will be paid as regular holiday pay.

13.4 Permanent Part-Time Employees

13.4.1 Except as provided in 13.4.1.1 below, part-time benefit eligible employees receive base holiday pay only if the holiday falls on a day the employee is regularly scheduled to work. The amount of holiday pay will be based on the number of hours the employee would normally be scheduled to work on that day of the week.

13.4.1.1 During the weeks of Thanksgiving, Christmas and New Year's the schedules of the Barron Center nursing and ancillary staff may be adjusted as outlined in 13.1.4. During these specific weeks, the eligibility of part-time employees who work in nursing or in the ancillary services (laundry, nutrition, maintenance, housekeeping or switchboard personnel) will be based on their schedule for that week.

13.4.2 Part-time employees who work on a holiday receive holiday premium pay, as outlined in 13.5 below, for the actual hours worked on the holiday.

13.4.3 Part-time employees do not receive any additional pay, comp time, or additional time off when a holiday falls on the employee's scheduled day off.

13.5 Holiday Premium Pay

13.5.1 Employees who work during the twenty-four (24) hour span of a holiday period as defined by this Article, or in the case of Christmas Eve, during the second half of the employee's regular work shift, shall be entitled to regular pay, plus one of the following for all hours worked during the normal work shift of that employee:

- a. one and one-half times their hourly rate; or,
- b. compensatory leave earned at the time and one-half rate.

This premium holiday pay is in addition to regular holiday pay described above in paragraphs 13.2.1, 13.2.2, 13.3.2, 13.3.4 and 13.4.1.

13.5.2 Any hours worked in excess of the length of the employee's normal work shift during the above-described holiday period shall be compensated at a rate of two (2) times the employee's regular hourly rate providing the hours also exceed 7.5 consecutive hours (8 consecutive hours for RN's and LPN's). The substitution of compensatory leave for cash under this provision shall be the employee's option, subject to the approval of the employee's Department Head. No more than eighty (80) hours of compensatory leave may be accrued by an employee under this provision and its use shall be scheduled in the same manner as vacation leave is scheduled.

14. VACATIONS

14.1 Subject to the limitation on accumulation and earning of vacation leave set forth in Subsection 14.4, vacation leave shall be earned beginning with the first payroll week that 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.

14.2 Except as provided in 14.2.1 for Barron Center employees, 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 (1.44 hours for employees whose standard hours are 37.5 per week); 2.31 hours per week in the third through sixth year of service (2.16 hours for employees whose standard hours are 37.5 per week); and 3.08 hours per week in the seventh and each succeeding year of service (2.88 hours for employees whose standard hours are 37.5 hours per week). Vacation leave shall be earned by permanent full-time employees at the rate of 3.86 hours per week in the twentieth and succeeding years of service (3.60 hours for employees whose standard hours are 37.5). 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 (75 hours, 112.5 hours, 150 hours and 187.5 hours for employees whose standard

hours are 37.5 per week). 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.

14.2.1 Vacations shall accrue according to the following schedule:

- 0 - 3 years - 2 weeks - 1.54 hours (40 hour schedule) or 1.44 hours (37.5 hour schedule)
- 3+-5 years - 3 weeks - 2.31 hours (40 hour schedule) or 2.16 hours (37.5 hour schedule)
- 5+- 9 years - 4 weeks - 3.08 hours (40 hour schedule) or 2.88 hours (37.5 hour schedule)
- 9+ years - 5 weeks - 3.85 hours (40 hour schedule) or 3.61 hours (37.5 hour schedule)

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 (75 hours, 112.5 hours, 150 hours and 187.5 hours for employees whose standard hours are 37.5 per week). 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.

14.3 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.

14.4 Employees may accumulate earned vacation time on the following basis:

14.4.1 All employees hired prior to January 1, 1979 may accumulate up to a maximum of 240 hours of vacation leave.

14.4.2 All employees hired on or after January 1, 1979 may accumulate up to a maximum of 160 hours of vacation leave.

14.4.3 In the event that an employee has accumulated the maximum amount of leave including time converted from sick leave to vacation leave pursuant to Article 20.3, Conversion of Sick Leave, such employee shall not earn any additional vacation leave. The employee will begin earning vacation leave again in the week in which the earned leave drops below the maximum, but such earnings shall not be retroactive.

14.5 Vacations shall be scheduled by the Department Head so as not to 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.

14.6 Employees may use accumulated vacation days on a single day or hourly 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.

14.7 Employees shall be compensated for all accumulated vacation leave at the time of separation subject to the limitation on the maximum accumulation.

14.8 Vacation Call-In Pay

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 the employee's regular hourly rate for all hours worked during the employee's normal work shift. Any hours worked in excess of the length of the employee's normal work shift during vacation call-back time shall be compensated at a rate of three (3) times the employee's regular hourly rate. In addition, the employee called in from vacation time shall have 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.

15. INSURANCE

15.1 Life Insurance

15.1.1 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.

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

15.2 Medical Insurance

15.2.1 The City provides a self-insured health insurance benefits program with claims

administration by a third party administrator. Effective January 1, 2005, changes to the City's Point of Service health benefit plan were implemented following mid-term re-opener negotiations. Effective no sooner than January 2016, changes to the City's health plan will be implemented incorporating the principles of a value-based insurance design. The Association President, AFSCME Council 93 Staff Representative(s) and other representatives appointed by the President, are members of this Health Insurance Advisory Committee.

15.2.1.1 First year of implementation of the changes to the City's health plan shall include a two hundred dollar (\$200) deductible for the single plan and four hundred dollar (\$400) deductible for the family plan per year.

15.2.1.2 The second year of implementation of the changes to the City's health plan shall include a four hundred dollar (\$400) deductible for the single plan and eight hundred dollar (\$800) deductible for the family plan per year.

15.2.1.3 The City agreed to establish a reserve account of one hundred fifty thousand dollars (\$150,000) to be used as outlined by the Health Insurance Advisory Committee.

15.2.2 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 15.2.5 below.

15.2.3 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 difference between the cost of the individual and 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 +19 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%).

- 15.2.4 The City's contribution for the individual or family premium as determined under subsections 15.2.2 or 15.2.3 above will be prorated for permanent part-time employees as provided in Appendix A.
- 15.2.5 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 3 above, only the subscription level to which an employee is entitled by virtue of the number of people s/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 15.2.1 - 15.2.4. above.
- 15.2.6 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.
- 15.2.7 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.
- 15.2.8 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.
- 15.2.9 Reopener: Notwithstanding any provision of this agreement, either party may reopen this health insurance article and the salary article on or after July 1, 1997. 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 ground rules.
- 15.2.10 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.

15.2.11 Except as provided in 15.2.12.1 below, the City agrees to continue health care deductions on a pre-tax basis as provided by the Internal Revenue Service.

15.2.12 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.

15.2.12.1 The portion of the employee's health insurance contribution for domestic partner coverage, as outlined in 15.2.3 above, will be taken on a post-tax basis.

15.2.12.2 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.

15.3 Income Protection and Dental Insurance Deductions

15.3.1 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. Effective November 2003 employees also had the option to participate in the MMEHT income protection plan and they will continue to have that option.

15.3.2 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 currently enroll a spouse and dependent children on the plan; effective July 1, 1999 employees may enroll a domestic partner on the City's dental insurance plan providing the employee satisfies the City's eligibility requirements for claiming an individual as a domestic partner. In no case shall the City be required to make a dental insurance plan available to employees, however.

16. PENSIONS

16.1 The City is a participating local district under the Maine Public Employees Retirement

System (MainePERS). Permanent employees who work a normal 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.

16.1.1 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 agrees 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.

16.1.2 The City currently offers an ICMA 401(a) defined contribution qualified pension plan to new hires and current employees as an alternative to participation in the Maine Public Employees Retirement System defined benefit plan. Each participant has a plan account to which employee and employer contributions are made. Plan benefits are based on the total amount of money in the participant's account at retirement or eligible event. Maine Revised Statutes Title 5, Section 18252-B sets forth the employee and employer contribution rates.

16.2 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.

16.3 The Union agrees not to grieve, arbitrate, or 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.

16.4 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.

17. REGULAR HOURS OF WORK AND NIGHT SHIFT DIFFERENTIAL

17.1 The regular work week shall consist of five (5) consecutive days except as provided otherwise herein. The regular hours of work, or shift, shall be 7 1/2 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. A proposed modification which affects one or more divisions will be voted on by the affected group of employees.

17.1.1 Barron Center will continue their practice of scheduling five (5) day work weeks for their nursing personnel. Registered Nurses and Licensed Practical Nurses will continue to work eight (8) hours per day.

17.2 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 shift shall be made from the classifications needed. Such shift assignments shall be made first on the basis of volunteers and then on the basis of seniority, defined as time in classification. 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 for the life of this Agreement, except for emergencies or for good cause, such as to achieve operating economies, to adjust to technological changes, to affect a change in work program, or to reflect 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 the Departmental bulletin boards. The City agrees to meet with the Union to discuss the revised work schedule prior to its implementation.

17.3 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. Modifications shall be allowed upon mutual agreement between the City and the Union.

17.4 Night Shift Differential

Employees who work a night shift on a regular basis with fifty percent (50%) of the regular hours being worked after 6:00 p.m., excluding shelter attendants, shall receive a shift differential allowance of forty-five (\$.45) cents 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 (\$.65) cents per hour for the entire night shift.

17.5 City Clerk Office/Annual Election Cycle

Part-time employees working within the City Clerk's office may be required to convert to a full-time (37.5 hours per week) employee schedule for a period of from two to four weeks during an election cycle. The City Clerk shall determine the duration of this work schedule conversion, and shall notify each employee in writing within thirty (30) calendar days prior to the conversion, as to the specific days of the conversion. An election cycle conversion may include days prior to a scheduled election, as well as days following the election.

17.5.1 For part-time employees, who have converted to a full-time schedule during an election cycle period as defined above, shall be compensated at their overtime rate of pay when working more than eight (8) hours per day or forty (40) hours per week, but not for both. All hours worked on a Saturday will be compensated on an overtime basis, with no work to be scheduled on a Sunday. For a period of five (5) days prior to an election, and the day of the election, employees may be required to work mandatory overtime.

17.5.2 During a conversion to a full-time schedule, employees shall be entitled to Holiday compensation in accordance with Article 13.5, Holiday Premium Pay, when applicable.

18. HIGHER PAY FOR HIGHER CLASSIFICATION OF WORK

18.1 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.

18.2 Employees who are assigned work in a higher classification shall be compensated at the appropriate seniority step of the higher classification of the acting pay grade. Vacation leave and holidays shall be paid at this higher rate beginning on the first day of the employee's assignment to the higher classification of work.

18.3 Should an employee be temporarily assigned to work of any lower classification, the employee shall not suffer any reduction in his/her negotiated rate of pay while so working.

18.4 An employee paid in a higher classification who also works more than 40 hours during such week shall have his/her regular pay include such higher pay for overtime purposes for the week.

19. DIFFERENTIALS AND STIPENDS

19.1 Team Leader Assignments

When Team Leader assignments are available, an internal notice will notify Division employees and the Union that the opportunity exists and the requirements of the assignment and eligible employees may express an interest to their Department or Division Head. Team Leader assignments shall not be made in an arbitrary or capricious manner.

19.1.1 If the Director of Health and Human Services or designee assigns a Public Health employee to perform the responsibilities of a team leader, the affected employee shall receive a differential allowance of one dollar (\$1.00) per hour for each hour actually worked as a team leader.

19.1.2 If the Director of Health and Human Services or designee assigns a Social Services employee to perform the responsibilities of a team leader within their respective field, the affected employee shall receive a differential allowance of one dollar (\$1.00) per hour for each hour actually worked as a team leader.

19.1.3 If the City Clerk or designee assigns a department employee to perform the responsibilities of a Team Leader to oversee and support the work of the Vital Records staff on each shift, the affected employee shall receive a differential allowance of fifty cents (\$.50) per hour.

19.1.4 Stipends for additional Team Leader assignments for needs that arise during the term of the contract will be negotiated between the City and the Union prior to implementation by the City.

19.2 Support Team Workers designated by the Long-Term Care Administrator to be in-charge in Housekeeping in the absence of a supervisor will receive an additional \$1.00 per hour for the hours s/he is designated to be in-charge.

19.3 The Finance Director has designated the Network Operations Specialist to function as the City's primary telephone system designee. S/he will receive \$1.00 per hour for this additional responsibility.

19.4 Parking Control Officers will receive an additional \$1.00 per hour when designated by the Parking Manager or designee to direct traffic at emergency Police and Fire scenes in the place of a Police Officer.

- 19.5 Any employee working as a Clinical Assistant in the Public Health Division who is trained and qualified in phlebotomy will receive a \$.50 per hour stipend for the time that the Public Health Administrator or designee designates them to provide direct care in a clinical setting and to be available to offer phlebotomy services. This differential does not apply to work done outside of the designated clinical time.
- 19.6 Recreation Programmer II's designated by the Recreation Division Manager or designee to be in charge at one of the aquatic facilities will receive a differential of \$1.00 per hour for the hours s/he is designated to be in-charge. Recreation Programmer II's designated by the Recreation Division Manager or designee to be second-in-charge of a Summer Camp and work 37.5 hours per week will receive a differential of \$1.00 per hour for the duration of the summer camp. Other in-charge assignments in the Recreation Division will be handled as higher class pay assignments and will be paid in accordance with Article 18.
- 19.7 CNA's at the Barron Center who have completed an approved CNA training program, who possess a valid State of Maine CNA certification, and who possess a certificate from the State of Maine Board of Nursing that they have satisfactorily completed an approved CNA-Medication program may be scheduled to perform Med Tech work at the Barron Center in full shift increments. **Employees will be eligible for shifts on a seniority basis with the most senior employees having first preference for working the available shifts. When scheduled for Med-Tech work, the employee will administer medication as ordered by the attending physician under the direct supervision of a Charge Nurse in accordance with State of Federal regulations and within the scope of practice of a CNA-M as stipulated in the State of Maine Board of Nursing. Employees will receive \$1.00 per hour for each shift that they are scheduled to perform Med-Tech work.**
- Effective July 1, 2017 the City agrees to maintain a pool of at least 12 CNA-Med Techs. Employees who have been designated as part of the pool of CNA-Med Techs will receive \$1.00 per hour for all hours worked. Any CNA-Med Techs outside of the pool that perform Med Tech work will be paid an additional \$1.00 per hour only for those hours worked as a Med Tech. Should a vacancy occur within the pool, the CNA who has continuously held a Med Tech Certificate the longest shall be eligible to become a member of the pool.
- 19.8 Certified Nursing Assistants who participate in the Restorative Aide program and successfully complete the required training shall receive a differential of fifty cents (\$.50) per hour for each hour worked performing Restorative Aide duties.
- 19.9 Support Team Workers designated by the Long-Term Care Administrator or designee to perform floor stripping and refinishing at the Barron Center will receive a \$.50 per hour

stipend for all hours worked.

- 19.10 If the Public Works Director assigns a Public Works employee in the Administration Division higher level technical and/or training responsibilities that are not part of their normal job function, that employee will receive a \$1.00 per hour stipend.
- 19.11 Effective November 1, 2003 the Associate Engineer assigned to the Traffic Section of Public Works assumed additional traffic duties and began receiving a \$1.00 per hour stipend. This stipend payment will continue as long as she is required to perform these additional duties.
- 19.12 If the City Assessor assigns Office Assistant staff duties relating to personal property and/or real estate mapping that assists the appraisers in the performance of their duties, those employees will receive a \$.50 per hour stipend.
- 19.13 Effective July 4, 2005 Animal Control Officers will receive a \$1.00 per hour stipend for being primary responders for picking up dead animals, domestic and wild, during their regular work shift.
- 19.14 An employee in the title of Surveyor (Grade 17) who is certified as a Land Surveyor In Training (LSIT) shall receive an additional 3% per hour for having this license.
- 19.15 An employee who is certified as a Master Electrician or Master Plumber shall receive an additional three percent (3%) per hour for having this certification.**

20. SICK LEAVE

- 20.1 Sick leave shall accrue at the rate of 1.85 hours per week beginning with the first payroll week of service with unlimited accumulation (1.73 hours per week for employees whose standard hours are 37.5 per week) except as modified below for Barron Center employees. 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 (90 hours for employees whose standard hours are 37.5 hours per week). 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 appropriate annual amount.

20.1.1 Barron Center employees: Sick leave shall accrue at the rate of .92 hours per week with unlimited accumulation (.87 hours for employees whose standard hours are 37.5 per week). The weekly earnings rate shall be adjusted in the final week of the calendar year in accordance with the annual accrual amount of 48 hours (45 hours for employees whose standard hours are 37.5 per week). Barron Center employees with 25 or more years of continuous service for the

City of Portland shall accrue sick leave at the rate of 1.73 hours per week with unlimited accumulation. The yearend 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 appropriate annual amount.

20.1.2 The provisions of the collective bargaining agreement pertaining to unused sick leave upon retirement shall be prorated consistent with the terms of language for the Barron Center.

20.1.3 The provision for conversion of sick leave to vacation in Article 20.3 is modified as follows: a Barron Center employee is eligible for conversion if (s)he uses the equivalent of one or fewer sick days within a twelve (12) consecutive month period and the sick leave balance requirements listed in 20.3.2 are amended to 384 hours for employees whose standard hours are 40 per week and 360 hours for employees whose standard hours are 37.5 per week.

20.2 Sick leave may be used only in the following cases:

20.2.1 Personal illness or physical incapacity, including pregnancy or related disabilities (including, but not limited to, miscarriage, abortion, childbirth, child-rearing, and recovery there from) 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.

20.2.2 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.

20.2.3 Attendance upon members of the immediate family not living within the household when the provisions of Article 21.3 are met. Such requests will be processed as Family Medical Leave requests and all provisions of Article 21.3 will apply to such requests.

20.2.4 Employees who wish to use sick leave to care for a domestic partner in accordance with 20.2.2 above must satisfy the City's eligibility requirements for claiming an individual as a domestic partner.

20.2.5 Sick leave may be utilized to keep appointments with licensed health care

professionals where an employee's normal work schedule conflicts and appointments cannot be reasonably scheduled.

20.3 Conversion to Vacation Leave

20.3.1 Any permanent employee who is benefit eligible for the previous twelve (12) month period and who has used the equivalent of two or fewer sick days during that consecutive twelve (12) month period may elect to convert six days of accrued sick leave to five days of vacation leave. A day for permanent part-time employees is defined as standard hours divided by five (5) days per week.

20.3.2 As an alternative to the conversion described in 20.3.1 above, any permanent full-time employee who has 12 or more years of permanent City service who uses the equivalent of two or fewer sick days within any consecutive twelve (12) month period and who has a sick leave balance of no less than 768 hours (720 hours for employees whose work week is 37.5 hours) may elect to convert six days of accrued sick leave to five days of pay at their regular hourly rate.

20.3.3 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.

20.4 Conversion to Personal Leave

Any permanent employee who is benefit eligible and who has been employed by the City for twelve (12) consecutive months is eligible to convert up to two days of previously earned sick leave to an equivalent amount of personal leave. Full-time employees may convert the equivalent of two (2) days based on their regular work day. Part-time employees may convert two (2) days with a day calculated as follows: standard hours divided by five (5) days per week.

Sick leave will be converted to personal leave at the time the conversion is elected. Beginning in July 2002 employees with twelve (12) consecutive months of City service at the beginning of the fiscal year must elect their conversion for the fiscal year during the month of July. Employees who reach their one (1) year anniversary may make their election during their anniversary month for that fiscal year only. The personal leave balance will change as personal time is used. At the end of each 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. In no event shall the employee's total amount (by carry-over and/or conversion) or total usage exceed two (2) days per fiscal year. Neither conversion of sick leave to personal leave or the subsequent use of personal

leave under this section shall be considered to be use of sick leave for purposes of Section 20.3.

The employee will give the Department Head or designee as much advance notice of the use of personal leave as the circumstances permit. When using personal leave time, the employee is not required to give the reason for use of such time; however, personal leave may not be used on holidays on which the employee is scheduled to work or on other days previously requested off and denied by the Department Head or designee.

Personal leave balances are not payable at separation from employment. However, an employee shall have the option at separation to convert unused personal leave to sick leave.

21. LEAVES OF ABSENCE

21.1 Short-Term Leave of Absence

21.1.1 An 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.

21.2 Special Leaves (Long-Term)

21.2.1 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, trade school or internship 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.

21.3 Family Medical Leave

21.3.1 **Consistent with the applicable state or federal Family Medical Leave law, employees may be eligible for unpaid, job-protected leave of up to twelve (12) weeks. Requests for leave pursuant to this provision shall be made to the appropriate department Human Resources representative and will be administered in accordance with applicable law, as may be amended from time to time.** An employee who has been employed for twelve (12) consecutive months and who has worked 1,250 hours in those last twelve months **may be** entitled to up to a total of twelve (12) weeks of Family and Medical Leave (FMLA) in any twelve (12) month period. The twelve month period during which this entitlement may occur is a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave. The leave shall be an unpaid leave unless the employee elects to use accumulated vacation leave, sick leave, personal leave or compensatory time.

21.3.2 The employee must give at least 30 days notice to their **department Human Resources representative** of the intended date upon which Family and 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 of the need for the leave.

21.3.3 FMLA leave is governed by the requirements of the state and/or federal FMLA laws, as they may apply. If the requirements, benefits, definitions and/or scope of either the federal or state FMLA changes during the term of this Agreement, such changes are automatically incorporated by this Agreement, except that nothing in this provision shall be construed to provide employees with less protection under FMLA than set forth in this Article.

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

21.4 **Extended Medical Leaves of Absence**

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

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

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

- 21.4.2 Except for emergencies, the employee shall submit written notification to their **respective Human Resources representative** at least **thirty (30)** days prior to his/her anticipated departure stating the probable duration of the leave. The **Human Resources representative** may require the employee to provide a statement from the employee's physician setting forth (1) the anticipated duration of the disability, and (2) whether the employee may continue to perform his/her work assignments.
- 21.4.3 Upon written request of the employee submitted to his/her **Human Resources representative** 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 upon presentation of certification of continued medical need.

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

21.4.5 Accumulated sick and vacation 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.

21.5 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.

21.6 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 21.3.2.

21.7 Any leave of absence taken in accordance with this Article (Article 21) 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.

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 based on medical evidence, 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.

22.2.1.1 “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.

22.2.1.2 “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) in accordance with written restrictions from 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 An employee who meets the eligibility requirements in this policy will be assigned to the next available Transitional Work assignment and will be permitted to work up to 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 up-dated medical evidence to determine 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.

22.3 Termination of Employment

22.3.1 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 ninety (90) day notification as described above.

22.3.1.1 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 time of termination, whichever is greater.

22.3.2 If unable to return to regular work by the date specified in the 90-day notification listed in 22.3.1, and providing the up-dated medical evaluation indicates a work capacity, the employee will provide the City with his/her current medical restrictions and the positions he/she wishes to be considered for as an alternative to termination. The provisions of 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.

22.4 Except as provided in 22.4.2 below, effective January 1, 2004, employees out of 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.

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

22.4.2 The City has provided notice to the Maine Public Employees Retirement System of employees out on Workers' Compensation between January 1, 2004 and October 28, 2005, and has paid the interest accrued from January 1, 2004 through the date of 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.

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

23. PERSONNEL EVALUATIONS

- 23.1 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.
- 23.2 The AFSCME Performance Appraisal Committee shall continue to meet on an as needed basis during the term of the contract to monitor the effectiveness of the appraisal process and to recommend changes as appropriate. All proposed modifications to the process, including the forms attached in Appendix C, shall be submitted to the labor-management committee for review and both parties agree to abide by the committee's recommendation.
- 23.3 Employees working less than 18.75 standard hours per week will not receive an annual performance appraisal as outlined in Appendix C-2 on their twelve-month anniversary date of hire.

24. UNUSED SICK LEAVE UPON SEPARATION

- 24.1 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.
- 24.2 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 under one of the two primary pension plans outlined in Article 16, the employee shall be entitled to receive an amount equal to his/her salary at the time of retirement for one-half (1/2) of accumulated sick leave up to a maximum of 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.
- 24.3 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/her then accumulated unused sick leave, said payment not to exceed payment for ninety (90) days.
- 24.4 In the event of death in the line of duty of an employee, the City shall pay one hundred percent (100%) of the employee's total accumulated unused sick leave balance to the employee's designated beneficiary or estate.
- 24.5 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.

25. OTHER LEAVE

25.1 Bereavement Leave

An employee shall be excused from work for up to five (5) work days because of death of a spouse or domestic partner, child or parent and 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. Hours paid per day under this Article will equal the number of hours the employee is regularly scheduled to work per day but will not exceed a total of forty (40) hours per week. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral and/or other details related to the death of the family member. Immediate family is defined to mean brothers, sisters, half-brothers, half-sisters, mother-in-law, father-in-law, grandparents, grandchildren, step-children, children of a domestic partner, step-parents, sister-in-law and brother-in-law or member of domestic partner's family similarly related. An employee may use three (3) more work days of bereavement leave chargeable to sick leave, immediately annexed to the initial leave if in the sole opinion of the Department Head 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 20.3, Sick Leave Conversion.

25.2 Funeral Leave

In addition to the foregoing, one (1) day may be used for attendance at the funeral of the following relatives: aunt, uncle, niece, nephew, other relative living in the same household or member of domestic partner's family similarly related.

25.3 Employees may use one (1) day of vacation leave, personal leave or compensatory time to attend the funeral, memorial service, or other similar event related to death of a family member not covered by paragraphs 25.1 or 25.2. With the approval of the employee's Department Head or designee the employee may use additional accrued leave time for the purpose of dealing with other details related to the death of the family member.

25.4 For the purpose of this article, "family" includes domestic partner. In order to use

bereavement leave or funeral leave for deaths of domestic partner or relative of domestic partner as outlined in 25.1 and 25.2, the employee must meet the eligibility requirements for claiming an individual as a domestic partner.

25.5 Personal Leave

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.

25.6 Military Leave

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 **as may be amended from time to time**. 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, except during the first twelve (12) weeks of leave, while in the military service to the point of restoration to City service.

25.7 Reserve Service Leave

Reserve service leave **and rights to re-employment after such 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 **as may be amended from time to time**. 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 employee's regular week's pay had the employee 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.

25.8 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.

25.9 Jury/Witness Pay

25.9.1 The City shall pay to an employee called for jury duty the difference between the employee's regular pay and juror's pay received by the employee. The employee shall notify the City as soon as possible of his/her intention to serve as juror. The employee will continue to be paid his/her regular weekly wages during the term on the jury and upon receipt of 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 the employee for the period served as a juror.

25.9.1.1 Employees are expected to have a conversation with their supervisor regarding the requirements of jury duty once they know what their obligations are to the court and the supervisor will clarify his/her expectations for the employee regarding notification about daily work availability.

25.9.1.2 If the hours spent in court are equal to or greater than the number of hours the employee would normally work for the City on that day, the employee will not be expected to report to work for any part of their shift on that day. If the hours spent in court are less than the number of hours they would normally work for the City on that day, the employee will be expected to report to work at their regular starting time or return to work from court and work the number of hours that equal the difference between the employee's standard hours for the day and the hours they were in court. The supervisor will pre-determine what portion of the shift that the employee will be expected to work in the discussion mentioned above in 25.9.1.1. In lieu of reporting to work for a partial shift, the employee has the option to use accrued benefit time providing the supervisor has pre-approved the employee not to report for work on that day.

25.9.2 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 or a defendant in a non-City matter, the difference between the employee's regular pay and his/her

witness pay. Such witness pay shall be handled in the same manner as jury pay above.

26. CLOTHING

26.1 Health and Human Services

The City agrees to provide laboratory coats and other appropriate protective clothing to Laboratory, Dental Health, and Public Health employees.

26.2 Barron Center

26.2.1 The City agrees to provide shirts for housekeeping personnel and aprons and hair nets to Dietary personnel.

26.2.2 The City agrees to reimburse full-time CNAs, LPNs, RNs and Unit Clerks up to a maximum amount of \$125.00 for the purchase of nursing scrubs and/or approved footwear in accordance with Nursing Division work rules **each fiscal year. Nursing pants must be a solid color. Coordinating tops may be a solid color or a design pattern.** Nursing Division staff required to wear uniforms shall be eligible after completing one year of service. The reimbursement amount shall be pro-rated for part-time, benefit eligible nursing staff. Unspent annual balances will not be carried over to the next contract.

26.3 Parking Division

26.3.1 The City shall initially provide Parking Control Officers three (3) long-sleeve shirts, five (5) short-sleeve shirts, three (3) pairs of pants, one (1) summer jacket, one (1) winter jacket, one (1) sweater or sweatshirt, one (1) rain jacket and badges and patches.

26.3.2 The City shall initially provide Cashiers/Shift Leaders with three (3) long-sleeved shirts, three (3) short sleeved shirts, one (1) winter jacket, one (1) summer jacket, and badges and patches.

26.3.3 Effective July 1, 2017 the City agrees to reimburse to all Parking Control Officers up to one hundred dollars (\$100.00) per fiscal year for the purchase of approved footwear.

26.4 Police Department

The City shall initially provide Animal Control Officers and Process Servers with three (3) long-sleeve shirts, three (3) short-sleeve shirts, two (2) winter pairs of pants, two (2) summer pairs of pants, one (1) summer jacket, one (1) winter jacket, and a badge.

26.5 **Permitting and Inspections Department**

The City shall **reimburse to all Code Enforcement personnel up to one hundred and fifty dollars (\$150.00) per fiscal year for the purchase of pants.**

26.6 **Public Works**

26.6.1 The City agrees to provide the Wastewater Technician at Public Works with four (4) summer shirts, four (4) winter shirts, and two (2) pairs of coveralls on an annual basis. This employee may receive two (2) sweatshirts and one (1) winter jacket instead of the four (4) winter shirts.

26.6.1.1 The City agrees to reimburse the Wastewater Technician at Public Works up to a maximum of one hundred twenty (\$120) annually for the purchase of four (4) pairs of pants.

26.7 **Parks, Recreation and Facilities Management**

26.7.1 The City shall initially provide Supervising Park Ranger(s) with three (3) long-sleeve shirts, five (5) short-sleeve shirts, three (3) pairs of pants, one (1) summer jacket, one (1) winter jacket, one (1) sweater or sweatshirt, one (1) rain jacket and badges/patches. Replacements will be provided as necessary as determined by the City.

26.8 Replacements for clothing provided by the City will be on an "as needed" basis as determined by the Director or designee. The Director or designee shall determine what constitutes a uniform and may promulgate other guidelines concerning uniforms which are not inconsistent with the Agreement. The City may require employees to turn City-provided clothing in to the City upon separation.

26.9 These employees agree that uniforms and clothing furnished to them by the City shall be worn while on duty for the City, and only while on duty for the City, subject to reasonable change for extreme weather conditions at the discretion of the appropriate supervisor. The employees further agree that such clothing shall be reasonably maintained to present a clean and neat appearance.

26.10 If during the term of this agreement the City requires employees to wear uniforms, in

divisions not listed above, the parties will reopen this article to discuss such requirements.

26.11 Safety Boots and Personal Protective Equipment

The City agrees to **reimburse** to all Engineering personnel, **Supervising Park Ranger** and Code Enforcement personnel, upon completion of the six (6)-month probationary period, up to **two hundred dollars (\$200.00)** per fiscal year for the purchase of safety toe footwear and optional personal protective equipment approved by the appropriate Division Head or designee.

The City agrees to **reimburse** to other Public Works personnel who work on outdoor projects up to **two hundred dollars (\$200.00)** for the initial purchase of safety toe footwear and optional personal protective equipment approved by the appropriate Division Head or designee upon completion of the six (6)-month probationary period. Replacements will be made on an “as needed” basis with the approval of the appropriate Division Head or designee. Safety toe footwear and optional personal protective equipment shall be worn for City work purposes only, and not for personal use.

27. JOB TRAINING

- 27.1 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.
- 27.2 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.
- 27.3 If the City requires specific training for existing employees in a given classification, the City will pay for the course 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 hours for hours over forty (40) in a week.
- 27.4 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. WITHDRAWAL OF RESIGNATION

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

29. FILLING OF JOB VACANCIES

29.1 Except as provided in 29.1.1 and 29.1.2 below job openings shall be posted on all departmental bulletin boards for a minimum of seven (7) working days. The posted notice shall describe the job and pertinent job specifications. At the time of posting, the Union Presidents will be sent a copy of the job posting and selection criteria for posted openings in their Unit. The selection criteria shall be used to determine if candidates, in-house or outside, are qualified for the position. The selection criteria applied shall be in accordance with the current job description, job specification, and posting. If there are qualified applicants and unless there are unusual or emergency circumstances, the vacancy shall be filled within twenty (20) 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 forty (40) calendar days from the application closing date.

29.1.1 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.

29.1.2 After a vacancy is posted, if an additional vacancy in the same classification becomes available prior to the close of the selection process on the initial vacancy that vacancy will be posted in-house for an additional five (5) working days to determine if any additional applicants are interested in the position.

29.2 Employees in any City Department may apply for unit vacancies which are posted. The City will evaluate applicants who have submitted an application by the posted submission deadline as follows:

29.2.1 In-house applicants who are in the same job classification as the posted position, but who work in another Division or Department, are considered to be suitable transfers and will receive first consideration providing the City determines that they are qualified in accordance with the selection criteria. In order to be considered a suitable transfer, the applicant must satisfy all requirements of work and necessary special requirements outlined in the selection criteria.

- 29.2.2 If there are no in-house applicants who meet the definition of suitable transfer, the City will evaluate all other applicants in accordance with the selection criteria. Between applicants including non-city employee applicants who the City considers to be equally 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 and City employees who are not included in the bargaining unit.
- 29.3 Employees who, pursuant to Article 27, 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.
- 29.4 Should a successful applicant become convinced within the first twenty (20) working days that s/he cannot cope with the 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, the Union President notified, and the employee shall be returned to his/her former job.
- 29.5 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.
- 29.6 If an individual unit applicant for a position has cause for disputing the choice of the City, the employee may appeal the City's action using the established grievance procedure.

30. DISCIPLINARY PROCEDURE

- 30.1 No employee shall be discharged, demoted, or suspended except for just cause 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 appropriate designee learns of the event giving rise to the disciplinary action. Said thirty (30) day time frame shall not apply to disciplinary actions for abuse of sick leave. The thirty (30) day time frame is delayed in the case of vehicle accidents providing the employee's Department has an Accident Review

Committee which may be a subcommittee of the departmental Safety Committee. The 30-day time frame begins when Department managers meet to discuss the accident following receipt of the Accident Review Committee report.

30.2 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 Step 9.1.3 of the procedure.

30.3 Pursuant to N.L.R.B. v. Weingarten Inc., the City recognizes the right of an employee to have a Union representative present at a disciplinary hearing or meeting.

30.4 For the purpose of this section, "disciplinary action" shall not include informal verbal counseling or oral reprimands.

30.4.1 No record of an oral reprimand shall appear in a member's personnel file. However, routine critiques of a member's performance by his/her supervisor shall not be defined as an oral reprimand and may be noted in a member's performance evaluation.

30.5 All personnel records shall be confidential in conformity with applicable State Law. Any dispute concerning the confidentiality of such records or the access of members to those records shall be finally determined by a court of competent jurisdiction and is not an arbitrable matter under Article 9 of this contract.

30.5.1 Upon request, a member shall have the right to inspect his/her official personnel record wherever kept. Inspection shall be during regular business hours of the respective repository and be conducted under supervision. A member shall have the right to make duplicate copies for his/her own use. No record(s) shall be withheld from a member's inspection.

30.5.2 A member shall have the right to include in his/her personnel record written refutation of any material he/she considers to be detrimental.

30.6 Written Reprimands – Written reprimands shall be removed from an employee's personnel file after a period of two years provided that there has not been a recurrence of that offense during that two year period.

30.7 Disciplinary Suspensions –

30.7.1 Employees with suspensions of two days or less in their personnel file shall have those suspensions removed after a period of five (5) years.

30.7.2 Employees may request to have suspensions of three (3) days or more removed after a period of five (5) years. The Director of Human Resources will review such requests on a case by case basis. Factors that will be considered are the employee's prior disciplinary record, their overall personnel record, and their conduct since the discipline was taken.

31. BULLETIN BOARDS

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.

32. ACCESS TO PREMISES

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, International Council No. 93, and Local 1373, 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.

An elected official/designee from Local 1373 shall be allowed to address newly hired employees at the end of New Employee Orientation.

33. PERSONNEL REDUCTIONS AND SENIORITY

33.1 Reductions in personnel by the City result solely from the elimination of positions by department and by classification. Full-time employees **by seniority** may bump other full-time employees as outlined in the remainder of this Article or they may bump part-time employees in jobs in the same pay grade for which they are qualified to perform as determined by the City. Part-time employees may only bump other part-time positions. In the event a position is changed from full-time to part-time status, the job holder may choose to accept the part-time position or exercise his/her bumping rights to a full-time position. No layoff will be taken until the affected departments, classifications, the number and the names of the affected employees, have been identified.

33.2 For purposes of personnel reductions and bumping within the unit, seniority is defined as continuous permanent City service, and seniority rosters will be compiled on that basis. Seniority is not prorated for part-time employees.

33.2.1 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.

33.2.2 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:

- President
- Chief Steward
- Vice-President
- Stewards
- Secretary
- Unit Treasurer/Treasurer
- Recording Secretary

In the event more than one person holds a particular office listed above, bumping shall be determined by seniority based on time in that Union office, as determined by the Union.

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

33.4 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:

33.4.1 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 must possess and/or meet the requirements specified in the job description for that position. The employee shall take a suitable vacant position rather than bumping other employees, unless the employee can show:

33.4.1.1 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

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

33.4.2 If there are no vacant positions to which the employee can transfer, the employee shall bump the least senior employee so classified in the bargaining unit.

33.4.3 If there are no least senior employees in the same classification in the bargaining unit, the employee may bump the least senior employee in a position once held in the bargaining unit.

33.4.4 If there are no available positions under sub-sections 33.4.1 - 33.4.3 above, the employee may bump the least senior employee in positions which the City determines the employee is qualified to perform. In determining which positions the employee is qualified to perform, the City will accept input from the employee and/or the Union regarding which positions should be considered. Whenever an employee bumps into a new classification, the employee must have any licenses required in that classification.

33.4.5 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.

33.5 Employees may opt to accept lay-off at any point in the bumping process rather than exercising their bumping rights.

33.6 No employee may bump into a promotional position. An employee who bumps into a position under subsections 33.4.1 - 33.4.4 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.

33.7 Employees who are laid-off will receive separation pay as provided in Article 24.

33.8 Seniority rosters may be posted in work locations and sent to the Unit President once a year upon request. Separate seniority rosters shall be maintained for permanent full-time and part-time employees.

33.9 Seasonal or Temporary Breaks

Seasonal breaks or temporary breaks in Recreation or Dental Health or other City

funded programs resulting from financial constraints or school year schedules will not be deemed to be a lay-off of employees who are permanent employees. Seasonal or temporary breaks in the Public Assembly Facilities Division that are related to the fluctuation or variation of event schedules will not be deemed to be a lay-off of employees who are permanent employees. The seasonal or temporary breaks shall be by program area. Where possible, permanent part-time employees will be affected by program breaks before permanent full-time employees.

33.9.1 Such employees will be permitted to use any earned vacation time during such breaks. Sick and vacation accruals, holidays, health insurance and seniority benefits will continue for the first twelve (12) weeks of the temporary break or shutdown period. For breaks that exceed twelve (12) weeks in length, sick and vacation accruals, holiday payments and seniority benefits will cease after the first twelve (12) weeks and the employee will be eligible to continue their health insurance benefits through COBRA after the first twelve weeks of the seasonal or temporary break period.

33.9.2 In the event of a partial shutdown of programs for the above temporary breaks, employees regularly assigned to the affected programs shall have no bumping or recall rights to other positions during such break or shutdown.

33.9.3 Employees who do not respond to a return to work notice within ten (10) calendar days will be deemed to have resigned in good standing and given all applicable severance pay.

33.10 Recall

33.10.1 Employees who are laid-off or who bumped into positions under Section 33.4.1 - 33.4.5 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.

33.10.2 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.

33.10.3 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) calendar days after mailing of notification. A copy of such recall notification shall be mailed to the President of the Unit for his/her information. If an employee

retires, resigns, or is terminated from permanent City service for cause, the employee shall be removed from the recall list and lose all rights to recall.

34. SAFETY COMMITTEE

34.1 Departmental Safety Committees shall function to establish and review safety procedures in the bargaining unit, and will make advisory recommendations to Department Heads. The Department Head or designee shall respond to all written recommendations from the Safety Committee within thirty (30) days. The 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.

34.2 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.

34.3 Driver's Daily Checklist and Abuse of Equipment

The employees agree to perform "Driver's Daily Maintenance Checks" on City vehicles as established within their particular Department. The employer agrees to provide the employee with a typed checklist. The employees further agree not to willfully abuse City equipment.

34.4 Departmental Accident Review Committees shall function to recommend accident prevention methods, determining 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 and a representative from the Risk Management Division, who shall provide technical assistance to the committee regarding insurance and liability issues. It is

agreed that the committee will play no role in disciplinary determinations.

35. JOB SPECIFICATIONS

Within thirty (30) days after execution of the Agreement, the City agrees to supply the Local President and the Bargaining Agent with copies of unit job specifications, including those modified during the negotiations which preceded this Agreement. Prior to modifying job specifications, the City will notify the Union in writing of the proposed changes. If the Union disputes the proposed modification(s) and/or changes made by the City, the Union shall within ten (10) business days of notice, request a meeting with the Human Resources Director, or Designee, to discuss the modification(s) and/or changes. If the Union does not request a meeting in writing within the aforementioned ten (10) business days the modification(s) and/or changes made by the City shall be deemed acceptable by the Union and will go into effect. Thereafter, the City agrees to submit all modified specifications to the Local President and the Bargaining Agent for Union review.

36. LICENSE REQUIREMENTS

It shall continue to be the City's policy to require employees who are required to operate City vehicles to have and maintain a valid Maine Motor Vehicle Operator's license as required by the employee's classification. The City will periodically verify such a license. Consequences for the suspension of license are defined as follows:

- 36.1 Prior to the initial date of a temporary or permanent suspension of a required Maine Motor Vehicle Operator's license, the employee is required to submit written notice to the employer.
- 36.2 Suspension of a required Maine Motor Vehicle Operator's license for a period of up to six (6) months will result in an automatic pay reduction of ten percent (10%) for the duration of the license suspension.
- 36.3 Suspension of a required Maine Motor Vehicle Operator's license for a period of more than-six (6) months may result in immediate termination of employment.
- 36.4 A subsequent suspension of a required Maine Motor Vehicle Operator's license that occurs within three (3) years of the first license suspension will result in immediate termination.
- 36.5 Notwithstanding the above (subsections 36.1 thru 36.3), in those instances where a suspension of license is due to a medical reason, it shall be reviewed on a case-by-case basis.

37. LEGAL AID AND PROTECTION

- 37.1 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/her 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.
- 37.2 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/her 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.
- 37.3 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 any 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 City Council may, in its discretion, and after consultation with the Corporation Counsel, authorize and accept settlement of the case.
- 37.4 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.
- 37.5 It is a condition of the City's obligation to defend and/or indemnify an employee hereunder that the employee fully cooperate with the City in any claim by or against the City regardless of whether the employee works for the City at the time that the claim is filed. "Full cooperation" hereunder shall include, without limitation, providing information to the City and its attorneys (including attorneys designed or hired by the City), appearing and/or participating as a witness in the case when requested to do so by the City, including, without limitation, participating in all pre-trial and trial proceedings. "City" as used under this section shall include 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 advise 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 obligations hereunder unless otherwise required by the Maine Tort Claims Act.

37.6 Paragraph 37.5 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.

37.7 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.

37.1.1 Employees who are required by the City to appear on behalf of the City 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 requirements for that day, with pre-approval from their Department Head or designee.

37.1.2 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 12.3 for the additional hours but will not be eligible for the three (3) hour minimum for the off-duty hours.

38. PRINTING OF AGREEMENT

The City agrees to supply the Union with one hundred fifty (150) copies of the Agreement in legible print, within forty-five (45) working days after the signing of the Agreement. The City will also provide the Union with a PDF file copy of the Agreement. The Agreement and pay plans will be posted for viewing on the City's web site.

39. MILEAGE

- 39.1 The City will reimburse an employee utilizing a privately owned vehicle for official City business at the current IRS rate per mile for gasoline and oil. The City agrees to amend this article in the event that the State of Maine increases mileage reimbursement levels for grant-funded positions.
- 39.2 Employees will comply with the reporting requirements regarding the submission of mileage reports as outlined in the Administrative Regulation 1 governing travel, lodging, and meal expenses.
- 39.3 In the event of a vehicle accident on duty, employees must follow the reporting requirements and receive reimbursement for out-of-pocket expenses as outlined in the January 1993 grievance resolution. These same guidelines will be applied to accidents involving the employee's parked vehicle that are determined to be hit and run accidents, to vehicle damage incurred on-duty at a job or work site, or to vehicle damage incurred while parked on-street providing the employee is parked in a legally authorized parking space and off-street parking is not provided by the City.
- 39.4 Vehicle damage incurred during the course of an employee's work will be handled by the Risk Division in accordance with standard procedures for evaluating any vehicle damage. Claims will be processed in accordance with industry standards.

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.
- 40.2 Nothing contained in this agreement or its' attachments shall replace and/or supercede the provisions of Chapter 9-A, Title 26, M.S.R.A., Municipal Public

Employees Labor Relations Law.

41. TERM OF AGREEMENT

This Agreement shall be effective July 1, 2016, except as otherwise noted within, and shall remain in full force and effect until June 30, 2019. The Union shall notify the City in writing on or before one hundred twenty (120) days prior to June 30, 2019 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 duly authorized on the date and year stated below.

DATED: _____ February 9, 2017 _____

FOR THE CITY OF PORTLAND

FOR AFSCME LOCAL 1373

Signed by Jon P. Jennings

Signed by Cynthia Pebenito

Jon P. Jennings, City Manager

Cynthia Pebenito, CEBA President

Signed by Thomas Caiazzo

Signed by Sylvia Hebert

Thomas Caiazzo, Chief Negotiator

Sylvia Hebert, AFSCME Council 93

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 1373 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 18.75 hours a week or more shall be entitled to the following benefits on a pro-rated basis only:
- 1) Sick leave accrual: weekly pro-ration based on standard hours or actual hours worked excluding hours compensated with premium pay or hours on excess of 37.5 hours (40 hours for RN's and LPN's),_ whichever is greater;
 - 2) Vacation accrual: weekly pro-ration based on standard hours or actual hours worked excluding hours compensated with premium pay or hours on excess of 37.5 hours (40 hours for RN's and LPN's), whichever is greater);
 - 3) City participation in the cost of medical insurance based on the employee's standard hours. A semi-annual review of hours worked will be conducted to determine if the employee has exceeded their standard schedule on average; if the additional hours would have put the employee into a different pro-ration category, as established by the City, through the City's health insurance rate schedule, the employee will receive a retroactive reimbursement through the payroll system; and
 - 4) Holidays, except as provided in Appendix G, part-time employees shall be compensated for a holiday only if it falls on an employee's regularly scheduled work day. Base holiday pay shall equal the number of hours the employee is regularly scheduled to work on that day of the week. Holiday premium pay is outlined in Article 13.5.
- Part-time employees** who are regularly scheduled to work less than 18.75 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 coverage.

APPENDIX A (cont'd)

Part-time employees are entitled to overtime pay only as provided in Article 12, Overtime.

* An employee regularly scheduled to work less than 21 hours per week shall be enrolled in the ICMA-RC PTS plan, in accordance with Article 16, PENSIONS.

Note: Effective August 2, 1998, pro-ration of accruals for part-time employees are calculated in accordance with the following Finance Department guidelines:

RN and LPN positions (full-time schedule is 40 hours per week)

Standard Hours of less than 20 hours-not benefit eligible

20 hours - full time benefits divided in half

20+ - 24 hours - pro-ration is based on 24 hours *

24+ - 27 hours - pro-ration is based on 27 hours

27+ - 32 hours – pro-ration is based on 32 hours

32+ - 36 hours - pro-ration is based on 36 hours

36+ - 40 hours - full benefits/no pro-ration

All other CEBA positions (full-time schedule is 37.5 hours)

Standard hours of less than 18.75 hours - not benefit eligible

18.75 hours - full time benefits divided in half

18.75+ - 22.5 hours - pro-ration is based on 22.5 hours *

22.5+ - 25 hours - pro-ration is based on 25 hours

25+ - 30 hours – pro-ration is based on 30 hours

30+ - 35 hours - pro-ration is based on 35 hours

35+ - 37.5 hours - full benefits/no pro-ration

APPENDIX A (cont'd)

If there are changes to the City's HTE programming that impact the calculation of pro-rated benefits, the City will provide the Union with a one-month notice of such changes.

- II. **Project employees** are persons appointed to work on a special project of limited duration or to fill in for a permanent employee who is on an approved leave of absence. Permanent positions that are partially funded by various State and federal grants (HCD, HUD, MSHA, and DHS) are excluded from this definition. Project employees hired on or after July 1, 1996 who work for **thirty-six** consecutive months or more shall be considered permanent employees. Project employees may work a standard work week or less and are eligible for full or pro-rated benefits as appropriate under this Agreement on the same basis as permanent full and part-time employees, after completion of a probationary period. Notwithstanding the foregoing, Article 32, PERSONNEL REDUCTIONS AND SENIORITY, will not apply to project employees, and they will be terminated upon completion of the special project, elimination of the non-City funding source, or the permanent employee's return from leave, with no bumping or recall rights. All other provisions of this Agreement shall cover project employees on the same basis as permanent employees, except that project employees are excluded by the Maine State Retirement System's regulations from participating in its term life insurance program.

- III. **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.

 - 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 and Ferry Terminal. The employee will expect to be terminated at the end of the season. Such employees will be paid only for those hours actually worked.

 - 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 B1

AFSCME/CEBA CLASSIFICATION PLAN

GRADE 1

7205 Recreation Programmer I

* GRADE 1M-S

2104 Support Team Worker

* GRADE 1M-E

3306 Event Staff

GRADE 2

GRADE 3

1111 *Account Clerk I (Inactive)*
3115 *Dietary Assistant (Inactive)*
Life Skills Aide
1102 Parking Division Cashier
1602 Receptionist
1411 Switchboard Operator

* GRADE 3M

Nursing Assistant

GRADE 4

8619 Laundry Machine Operator

GRADE 5

Cafeteria Cook
Clinical Assistant
Concessions Cook (Inactive)
1402 Data Entry Clerk
Nutrition and Supply Services Assistant (Inactive)
Police Records Clerk
1310 Public Service Clerk

* GRADE 5M

Certified Nursing Assistant
Unit Clerk

GRADE 6

2105 *Beautician (Inactive)*
Medical Assistant

APPENDIX B-1 (cont'd)

* GRADE 6M

Cook I

GRADE 7

7202 Recreation Assistant
7203 Recreation Programmer II
1131 Sr. Police Records Clerk
Adult Day Care Recreation Aide

GRADE 8

Administrative Assistant * Effective July 6, 2014
1112 Account Clerk II
Animal Control Officer
Assistant Security Coordinator (Inactive)
1113 Cashier Clerk
Customer Service Representative * Effective July 6, 2014
5320 *Dental Health Educator (Inactive)*
1312 Office Assistant
Park Ranger (Inactive)
F355 Parking Control Officer
Process Server
Usher Coordinator (Inactive)
1103 Vital Records Clerk
Election Assistant
Parking Office Assistant

GRADE 9

Office Associate
1135 *Printer (Inactive)*
7302 Shelter Attendant
Dental Assistant

GRADE 10

1431 Computer Operator
8231 Engineering Technician
7301 Financial Eligibility Specialist
Lead Cashier Clerk
Lead Scalehouse Attendant (Inactive)
1103 Parking Garage Shift Leader
Security Supervisor
Senior Public Service Clerk (Inactive)
Supervising Park Ranger

APPENDIX B-1 (cont'd)

* GRADE 10M

3311 Licensed Practical Nurse

* GRADE 10M – LDT

Licensed Dietetic Technician

GRADE 11

5101 Accountant I
Booking Coordinator (Inactive)
Business License Assistant
Call Center Specialist
8154 Housing Inspector (Inactive)
Permitting and Inspections Support Services Specialist
2321 Materials Manager
3352 *Medical Transcriptionist (Inactive)*
8236 Planning Technician
A124 Volunteer Coordinator (Inactive)

GRADE 12

1121 Administrative Associate * Effective July 6, 2014
2305 Human Service Specialist
2314 Human Services Eligibility Specialist
3331 Laboratory Technician
Permit Technician
Senior Parking Control Officer

GRADE 13

Adult Day Care Program Coordinator (Inactive)
1123 Financial/Administrative Assistant
C327 Licensing Inspector
8233 Senior Engineering Technician
A141 *Senior Printer (Inactive)*

GRADE 14

A342 *Computer Operations Specialist (Inactive)*
2309 Geriatric Social Worker
Certified Permit Technician

GRADE 15

1124 *Financial Services Specialist (Inactive)*

APPENDIX B-1 (cont'd)

* GRADE 15M-N

Adult Day Services Nurse
5321 Registered Nurse

* GRADE 15M-HD

5330 Dental Hygienist

* GRADE 15M-HM

Outreach Worker
Substance Abuse Counselor/Case Manager (Inactive)

GRADE 16

1222 Appraiser **
3327 *Appraiser/Code Enforcement Officer (Inactive)*
8153 Code Enforcement Officer
Help Desk Specialist
A347 Network Operations Specialist
Sanitary Compliance Officer

* Grade 16M - H

5332 Public Health Nurse
5333

GRADE 17

8235 Associate Engineer **
Associate Engineer/Archivist
Health Inspector
GIS Mapping Technician
Project Assistant
5122 Rehabilitation Specialist
8234 Surveyor
Wastewater Technician **
Water Quality Technician (Effective upon Council approval)

* GRADE 17M

Certified Code Enforcement Officer
Certified Code Enforcement Officer – Housing safety Office

GRADE 18

Asset Management Tech
8121 *Electrical Inspector (Inactive)*
Code Enforcement Officer (Electrical)
Facilities Security Officer
GIS Mapping Specialist
Loan Officer

APPENDIX B-1 (cont'd)

4149 Pavement Inspector
Preservation Compliance Officer
Senior Appraiser
8237 Senior Surveyor **
8328 Senior Wastewater Technician**
Transportation Technician

GRADE 18M-SP

Code Enforcement Field Supervisor (Inactive)
Code Enforcement Officer/ Plan Reviewer
Life Safety Code Enforcement Officer/Plan reviewer
Zoning Specialist

GRADE 18M-AP

Appraiser/Certified Code Enforcement Officer (Inactive)

* See Appendices B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13, B-14, B-15, B-16 and B-17 for market wage rates.

**** Market Rate Stipends**

Employees classified as Associate Engineer and currently receiving a \$14.00 per week stipend will continue to receive that stipend in addition to regular weekly pay in pay grade 17 as long as they remain classified as an Associate Engineer.

The Senior Surveyor will receive a stipend that is 6% of the employee's base rate in addition to his weekly salary in pay grade 18 for possessing a State of Maine certification as Registered Land Surveyor. This stipend is only paid to employees classified as Senior Surveyor who possess the certification.

Employees classified as Appraiser will receive a \$15.00 per week stipend if they possess State of Maine Assessor certification.

Employees classified as Wastewater Technician and Senior Wastewater Technician will receive a \$15 per week stipend for obtaining and maintaining a Level 4 Collection Certification.

APPENDIX C-1

UNION INTENT STATEMENT

It is the intent of the collective bargaining units of AFSCME Locals 481 and 1373 to incorporate into the collective bargaining agreements a fair and objective performance appraisal process which will be used to evaluate our members on a yearly basis.

Our goal is to create a performance review tool which is effective in reviewing an employee's job performance in many fair and objective categories while minimizing subjective or critical assessments of their abilities.

The annual performance evaluation should be a positive and constructive experience which recognizes performance that fulfills or exceeds job requirements and also develops a plan to correct or modify performance that needs improvement.

Locals 481 and 1373 urge you to participate in the performance appraisal process in a jointly cooperative manner that enhances job satisfaction and promotes customer service.

APPENDIX C-2

PERFORMANCE APPRAISAL PROCESS

1. At the time of hire, each employee receives the following information and documents:
 - City mission statement
 - Division and department mission statement
 - Job description
 - Department/division work rules, policies and procedures
 - List of department/division performance expectations not covered by the above documents
 - Performance appraisal form and intent statement

These materials are discussed with the employee and the employee signs off that s/he has received the documents and understands the information. The employee receives a copy of the sign off sheet and a copy is forwarded to Human Resources for the employee's personnel file.

2. Each employee receives a three (3) and six (6) month appraisal during their first six months of employment. Within the first six (6) months the manager must decide if they are recommending that this employee be retained on a permanent basis. At the six (6) month appraisal, goals and objectives are jointly developed for the next six (6) month period in preparation for the annual appraisal.
3. Each employee receives an annual appraisal twelve (12) months from date of hire and subsequent annual appraisals on the anniversary date. When employees change classifications, their performance appraisal anniversary date changes to reflect time in their current position. All appraisals should be completed within thirty (30) days of the anniversary date. They should be done as close to the anniversary date as possible.

- A. The employee is given the option of submitting a self-appraisal to their supervisor prior to the supervisor rating the employee's performance. The supervisor and employee may decide to exchange forms at the appraisal discussion instead of the employee submitting their form first.

The supervisor will then complete the appraisal form and provide the employee with a copy. In the categories that the supervisor rates the employee's performance at either the high or low end of the scale, s/he must support the rating with examples in the comment section for that category. Supervisors are encouraged to provide examples in all categories; employees are encouraged to do the same on the self-appraisal.

In order to make the appraisal as complete and objective as possible, the supervisor may solicit input from others prior to completing the appraisal, including input from the manager who will review the complete appraisal and other persons who have supervised the employee during the rating period. If input is solicited from persons other than the rater and reviewer, they should be noted on the appraisal form and also the period of time they provided supervision to the employee.

- B. The performance appraisal discussion will be held in a location where there will be no interruptions and at a time that is convenient for both parties. It is recommended that an hour be allotted for each performance appraisal discussion. The full hour may not be needed for every performance appraisal, depending on the amount of discussion needed to fully cover all performance categories. It is preferable to allot more time than is necessary and end early than to run out of time and need to either rush or reschedule the discussion.

- C. The appraisal is a summary of the previous year's performance and should reflect the full twelve months. It should include both what the employee has done well and the areas that are in need of improvement. The comment lines below each category are to be used to further explain the rating or to provide examples that support the rating. The information provided in the appraisal should not be new to the employee; feedback should be given throughout the year and documented by the supervisor in a personnel file for future reference.
 - D. Personal goals and objectives are then jointly developed for the next rating period. The employee's personal goals and objectives should reflect the employee's role or contribution towards achievement of the group goals. Their goals should build on areas of strength and address issues of personal growth that will enhance their ability to make significant contributions to the work team, the division and the department. There should be a thorough discussion about what support the employee needs in order to accomplish these goals and objectives.
 - E. The employee may add comments to the appraisal form if they disagree with the appraisal or portions thereof.
4. The completed appraisal form is submitted to the Reviewer for his/her signature and comments and then to the appropriate Division or Department Head or designee for signature and review. The appraisal is returned to the employee for their final sign-off and then it is forwarded to Human Resources. The employee will be offered a copy of the appraisal.

At the employee's request, the self-appraisal completed by the employee will be attached to the appraisal completed by the rater (which is the official appraisal) when it is submitted to Human Resources for placement in the employee's personnel file.

5. It is recommended that the employee and supervisor meet mid-year for a progress check on their jointly developed goals and objectives. A mid-year check is required if, in the supervisor's opinion, the employee's performance is deficient in any of the categories. This discussion will be documented. The supervisor and employee may also need to meet if the employee's goals need to be revised. Changes in work team goals, unanticipated needs that arise, or noticeable changes in the employee's performance may make this appropriate. At any time, the employee may request to meet with their supervisor to discuss their goals and objectives. Employees are encouraged to monitor their own performance and to initiate discussions with their supervisor during the rating period if they have questions or concerns about their progress.
6. When a supervisor leaves City employment, they will provide the employee with a written assessment of the employee's performance using the performance appraisal form. This appraisal will be placed in the employee's personnel file along with any comments the employee wishes to make. Each Department is responsible for ensuring that this occurs prior to the supervisor's departure.

APPENDIX C-3

AFSCME Units Annual Performance Appraisal
Six Month – Annual

The City and Union jointly encourage all employees to self-evaluate. A copy of this form will be provided to the employee for their self evaluation.

Name:

Distribution:

Job Title:

Appointment Date:

Rating Period:

Union Affiliation:

Rater:

Please check the statement(s) in each category that best describe(s) employee performance during the rating period.

1. **Job Knowledge: Knowledge of procedures and processes required to do the job.**

	Supervisor	Employee
a. Has mastered all duties and/or skills and is creative in his/her approach to doing the job.	•	•
b. Is competent in dealing with difficult or complex issues, and understands all phases of their job.	•	•
c. Demonstrates adequate knowledge of routine aspects of job.	•	•
d. Barely satisfactory knowledge of routine aspects of job.	•	•
e. Lack of knowledge affects productivity.	•	•

Comments: _____

Category Rating: Exceeds Requirements Fulfills Requirements Needs Improvement

2. **Quantity of Work: Attention to work process, workload, timeliness and deadlines.**

	Supervisor	Employee
a. Industrious, does more than is required without compromising time management or quality.	•	•
b. Always completes acceptable amount of work.	•	•
c. Usually completes an acceptable amount of work.	•	•
d. Not completing acceptable amount of work.	•	•

Comments: _____

Category Rating: Exceeds Requirements Fulfills Requirements Needs Improvement

3. **Quality of Work: Applies job knowledge to achieving division mission.**

	Supervisor	Employee
a. Applies creative assessment and problem solving to their work process.	•	•
b. Has a grasp of work process which produces effective results that meet quality and accuracy standards.....	•	•
c. Has a basic understanding of the work process, applies it sporadically.	•	•
d. Lacks a basic understanding of work process.	•	•

Comments: _____

Category Rating: Exceeds Requirements Fulfills Requirements Needs Improvement

4. Judgement and Decision Making: Ability to make sound decisions and appropriate recommendations.

	Supervisor	Employee
a. Applies logic to data collection/decisions, recommendations reflect above average insight and foresight.....	•	•
b. Usually makes sound decisions (decisions which are relevant, based on guidelines and other resources).....	•	•
c. Sometimes does not evaluate all relevant data before arriving at a decision.	•	•
d. Makes poor decisions, avoids making decisions.	•	•

Comments: _____

Category Rating: ____ Exceeds Requirements ____ Fulfills Requirements ____ Needs Improvement

5. Effort/Initiative: Extent that the employee sees what needs to be done and does it without being told or reminded. Commitment to get the work done and furthering the Division mission.

	Supervisor	Employee
a. Is consistently self-directed while honoring policy limits; behavior exemplifies Division mission.	•	•
b. Takes initiative to work on tasks, puts forth adequate effort to achieve job requirements, behavior is consistent with Division mission.	•	•
c. Needs occasional prompting, puts forth minimal effort, behavior occasionally supports Division mission.....	•	•
d. Needs frequent prompting; puts forth no effort, behavior may contradict Division mission.	•	•

Comments: _____

Category Rating: ____ Exceeds Requirements ____ Fulfills Requirements ____ Needs Improvement

6. Planning and Organizing: Orderliness, efficiency and planning ahead.

	Supervisor	Employee
a. Able to anticipate events and organize work effectively in unusual or emergency situations.	•	•
b. Highly efficient and organized; plans ahead; strong overall sense of work priorities.	•	•
c. Efficient, plans work and utilizes time properly, realizes work priorities.	•	•
d. Occasional tendency to put work off, work backs up.	•	•
e. Little inclination for devising better means of managing time, poor organizer.	•	•

Comments: _____

Category Rating: ____ Exceeds Requirements ____ Fulfills Requirements ____ Needs Improvement

7. Internal Communication: The degree to which the employee engages in and takes responsibility for two-way communication with co-workers, supervisors, and subordinates.

	Supervisor	Employee
a. Consistently demonstrates the ability to listen effectively, clarifying statements of others as necessary and articulates thoughts clearly and appropriately.	•	•
b. Demonstrates ability to listen and process information effectively and accurately.	•	•
c. Has difficulty listening, does not always transfer accurate information effectively, and does not always articulate thoughts clearly and appropriately.	•	•
d. Does not listen or articulate thoughts clearly and appropriately; may perpetuate misinformation.	•	•

Comments: _____

Category Rating: ____ Exceeds Requirements ____ Fulfills Requirements ____ Needs Improvement

8. Personal and Job Growth: The degree to which the employee seeks to expand professionally.

	Supervisor	Employee
a. Actively pursues opportunities for growth and development.	•	•
b. Seeks out feedback and makes extra effort to improve, regularly accepts and takes advantage of opportunities for growth and development.	•	•
c. Accepts performance feedback; makes effort to change and sustains that effort; attends mandatory training as required.....	•	•
d. Has difficulty accepting performance feedback and expresses little interest in training opportunities; requires prompting to sign up for required training.	•	•
e. Ignores performance feedback; consistently refuses offers for skills training or professional development; does not sign up for required training.	•	•
Comments: _____		

Category Rating: ____ Exceeds Requirements ____ Fulfills Requirements ____ Needs Improvement

9. Customer Service: The degree to which the employee views customers as partners and facilitates access to services, without regard to individual differences.

	Supervisor	Employee
a. May identify customer service trends and applies creative thinking to improve all aspects of customer service while providing high quality service to all customers.	•	•
b. Solicits feedback from all customers and communicates this information to appropriate staff.	•	•
c. Exhibits commitment to fulfilling our obligation to serve all customers.	•	•
d. Exhibits limited commitment to the need to incorporate customer service concepts into routine.	•	•
e. Exhibits no commitment to the need to incorporate customer service concepts into practice.	•	•
Comments: _____		

Category Rating: ____ Exceeds Requirements ____ Fulfills Requirements ____ Needs Improvement

10. Contribution to Team Effort: The degree to which an employee contributes to a positive work environment through respectfulness, creativity, cooperation and teamwork.

	Supervisor	Employee
a. Demonstrates positive team leadership ability; seeks opportunities to work with all persons.	•	•
b. Consistently makes positive contributions to team effort; reaches out to all team members and includes them in work efforts and team activities.	•	•
c. Makes an overall positive contribution to team effort; makes effort to include all team members in work efforts and team activities.	•	•
d. Makes minimal contributions to team effort; may exclude some team members from work efforts or team activities.....	•	•
e. Undermines team effort; excludes some team members from work efforts or team activities.	•	•
Comments: _____		

Category Rating: ____ Exceeds Requirements ____ Fulfills Requirements ____ Needs Improvement

11. Safety: The degree to which the employee contributes to work place safety.

	Supervisor	Employee
a. Actively contributes to departmental safety efforts.	•	•
b. Identifies unsafe working conditions and notifies appropriate personnel.	•	•
c. Uses good judgment and follows safety guidelines.	•	•
d. Occasionally neglects safety guidelines.	•	•
e. Engages in unsafe behaviors; disregards safety guidelines.	•	•
Comments: _____		

Category Rating: ____ Exceeds Requirements ____ Fulfills Requirements ____ Needs Improvement

12. Use of City Resources: The degree to which the employee maintains City equipment and materials.

	Supervisor	Employee
a. Exhibits a superior use and care of City resources.	•	•
b. Exhibits strong commitment to maintenance and conservation of City resources.	•	•
c. Pays adequate attention to maintenance and conservation of City equipment and resources.	•	•
d. Makes minimal effort towards maintenance of City equipment and resources.	•	•
e. Does not pay attention to maintenance of City equipment and resources.	•	•
Comments: _____		

Category Rating: ____ Exceeds Requirements ____ Fulfills Requirements ____ Needs Improvement

13. Attendance: The degree to which the employee is at work and on time.

	Supervisor	Employee
a. Absences or tardiness are rare.	•	•
b. Absences and tardiness are within acceptable range as defined by Department policy; or the City average if there is no Department policy. Absences may exceed City average if there was an isolated extended period of sickness.	•	•
c. Absences or tardiness exceed acceptable standard; a chronic pattern of absenteeism may exist.	•	•
d. Is often absent or late; chronic pattern of absenteeism exists.	•	•
Comments: _____		

Category Rating: ____ Exceeds Requirements ____ Fulfills Requirements ____ Needs Improvement

Fill out the next section (14) only on employees with supervisory responsibilities.

14. Supervisory Responsibilities: The degree to which the employee has developed effective leadership abilities and provides effective leadership to their team without regard to individual differences.

	Supervisor	Employee
a. Supervisor has developed a high performing team and most decisions are made by the team; supervisor encourages creativity and initiative among all team members.	•	•
b. Supervisor has delegated some decision-making to team and regularly provides team development opportunities; demonstrates effective leadership and conflict resolution skills.	•	•
c. Supervisor is an effective team leader to all team members; seeks to motivate all employees to apply themselves to their work; demonstrates basic conflict resolution skills.	•	•
d. Supervisor does not provide work team with leadership necessary to be an effective team; employee motivation and conflict resolution skills are below average.	•	•
Comments: _____		

Category Rating: ____ Exceeds Requirements ____ Fulfills Requirements ____ Needs Improvement

Overall Summary of Performance and Accomplishments in the last rating period:

Goals and Areas of Job Growth for the next rating period.

List goals as discussed between supervisor and employee. Describe how they will be achieved.

Employee Comments

Did you choose to self-evaluate? • Yes • No

How can your supervisor/employer support you in your growth?

What type of training or work opportunity is needed for successful completion of your goals?

After reviewing this evaluation I choose to take the following action:

- I am in agreement with this performance appraisal; no action is needed.
- I am not in full agreement of my evaluation, discussions with my rater have failed to satisfy me but I elect to take no action.
- I choose to meet with my Department personnel to attempt to resolve my concerns. I am not waiving my rights to file a grievance in accordance with my Union contract if this meeting does not meet my needs. My Union Steward is allowed to attend if I so choose.
- I disagree with my evaluation and wish to have a meeting with the Director of Human Resources, but am not waiving my rights to file a grievance.
- I disagree with my evaluation and intend to follow the grievance procedures as outlined in the Union contract.

Rater and Reviewer Authorization

Rater Signature

Date

Reviewer Comments: _____

Reviewer Signature

Date

Signature of Department Head/Division Head
(if other than reviewer)_____

Date

Employee Confirmation

Comments:

Final signature: I have reviewed this evaluation, Rater and Reviewer comments, and my signature signifies that I am aware of its contents.

Employee Signature

Date

APPENDIX C-4

PERFORMANCE IMPROVEMENT PROGRAM

Improvement is necessary in the following areas, and will be reviewed in six weeks with the employee:

Performance Factors

Improvement Needed

1. Job Knowledge

2. Quantity of Work

3. Quality of Work

4. Judgment and Decision Making

5. Effort/Initiative

6. Planning and Organization

7. Internal Communication

8. Personal and Job Growth

APPENDIX C-4 (cont'd)

- 9. Customer Service _____

- 10. Contribution to Team Effort _____

- 11. Safety _____

- 12. Use of City Resources _____

- 13. Attendance _____

- 14. Supervisory Skills
(if applicable) _____

Employee Comments:

Rater Comments:

Employee Signature

Date

Rater Signature

Date

Reviewer Signature

Date

Dept/Division Head Signature

Date

**APPENDIX F
SIDEBAR AGREEMENT
PUBLIC ASSEMBLY FACILITIES DIVISION**

1. The City maintains a pool of ON-CALL employees who are excluded from the contract and are paid for only hours worked, as provided in Appendix A. The City tracks the number of hours per week and number of weeks per year regularly worked by on-call employees. On-call employees who consistently work a benefit eligible schedule shall be considered a permanent part-time bargaining unit employee. The Union and City will meet annually or more frequently if needed to review such changes. On-call employees may also move to permanent employment status through the City's job posting procedure.

Employees hired as permanent employees on or after January 1, 2000 will be hired for either Event Services or Security and will work exclusively in that area.

2. Article 12, Overtime, subsection 12.3

- (a) The full-time Administrative Assistant and Office Assistant shall be covered by the terms of the collective bargaining agreement.
- (b) Permanent part-time Public Assembly Facilities Division employees shall not receive overtime after eight (8) hours. Overtime after forty (40) hours will be provided.
- (c) Permanent full-time employees whose schedules are event driven and may vary from week to week will also not be eligible for overtime after eight (8) hours. Overtime after forty (40) hours will be provided.

3. Article 14. Holidays

Permanent part-time Event Staff and Shift Supervisors will have their holiday pay for all holidays except Christmas Eve calculated by dividing their standard hours per week by 5 days. Because the schedule they work varies from week to week, the provision in Appendix A which states the part-time employees must be normally scheduled to work on the day of the week on which the observed holiday falls is waived for these employees. In years that December 24th falls on a Monday, Tuesday, Wednesday or Thursday the Christmas Eve benefit (half-day holiday) will be paid and will equal one-half of the full-day holiday calculation as described above.

4. Article 17.1 Regular Hours of Work and Night Shift Differential

- (a) Public Assembly Facilities Division staff are exempted from the five (5) consecutive work days and 7.5 consecutive work hour requirement.
- (b) Permanent Event Staff and Shift Supervisors will have their eligibility for shift differential determined on a shift-by-shift basis. For those shifts that the employee works a majority of their hours after 6:00 p.m., they will receive a \$.45 per hour shift differential for all

APPENDIX F (cont'd)

hours worked during that shift. For those shifts that the employee works a majority of their hours after 11:00 p.m., they will receive a \$.50 per hour shift differential for all hours worked during that shift.

5. Article 18. Higher Pay for Higher Classification of Work

Event Staff who work in higher class assignments a shift at a time will be placed on the step in the appropriate pay scale based on the date on or after September 1, 1996 that the Division began using them in that capacity. Permanent employees (full-time or part-time) who are qualified for Shift Supervisor assignments and who are regularly assigned to the Section (Event Services or Security) where the vacancy exists will be given preference over on-call employees.

6. Article 19. In-Charge Differential

Event Staff will receive a \$1.00 per hour differential when they are assigned duties related to the set-up, operation and strike of City or Portland owned theatrical equipment for Public Assembly Facilities Division managed events, working under the direction of the Technical Director or Assistant Technical Director.

7. The exemptions described in 2(b)2, 2(c), and 4(a) and the provisions described in 4(b) are without precedent and establishes no practice that will affect other bargaining unit employees. All other terms and conditions of the Agreement will apply to employees of the Public Assembly Facilities Division.

Agreed to by:

City of Portland

Date

AFSCME Council 93

Date

AFSCME CEBA Local 1373

Date

APPENDIX G

STAND-BY PAY

Engineering Division – Public Works

The parties mutually agree that Engineering Division personnel in the Public Works Department who are designated to be on stand-by will receive a \$14 per day stand-by payment.

When there is a need for employees to be on standby, primarily due to weather conditions, volunteers will be solicited. If the need is related to monitoring of inspection sites, the person(s) who have primary responsibility for that project during the work day will have the first opportunity to volunteer for the stand-by assignment.

The Department will only designate employees who do not volunteer where there are an insufficient number of volunteers. If the Department does need to designate employees who did not volunteer to be on stand-by, seniority will be taken into consideration when determining who will be placed on stand-by.

If paged the employee on stand-by will respond to the site within approximately thirty (30) minutes. The employee may also be assigned to make one or more site visits per day without being called. Site visits and other responses to a work site will be compensated separately from the stand-by payment in accordance with the call-back provision of the CEBA contract.

Wastewater Section – Public Works

The Wastewater Technician participates in the pump station and sewer stand-by rotation which provides after hours and weekend coverage for pump station emergency and sewer emergency calls. Compensation for this stand-by rotation is \$15 per day on weekdays and \$22.50 per day on weekends.

The Wastewater Technician will be responsible for the routine weekend monitoring of the pump station and receives pay for hours spent doing on-site monitoring (up to 3 hours per weekend). Emergency calls requiring a response will be paid as a call-in. The Wastewater Technician may offer the weekend monitoring responsibility of the pump station to a Sewer Inspector during the weeks that he does not wish to perform this function.

Traffic Division – Public Works

The parties mutually agree that any CEBA employee who volunteers to participate in the Traffic Operations On-call rotation will provide after hours, weekend and holiday coverage for Traffic system emergencies and emergency Dig-Safe calls. Compensation for this stand-by rotation shall be \$15.00 per day on weekdays and \$22.50 per day on weekends and holidays. Emergency calls requiring an on-site response will be paid as a call-in.

APPENDIX G (cont'd)

IT Department

The parties mutually agree that CEBA members employed in the IT Department will participate in an on-call rotation, along with other IT Department personnel, to provide after hours, weekend and holiday emergency support. Compensation for this stand-by rotation shall be \$15.00 per day on weekdays and \$22.50 per day on weekends and holidays. Emergency calls requiring an on-site response will be paid as a call-in.

IT Department will be provided with a pager, blackberry, cell phone or some other communication mechanism at no cost for on-call responses.

This agreement is-effective for the term of the 2010-2012 collective bargaining agreement.

IT Department **Involuntary Overtime/Shift Coverage Guidelines (Art. 12.18)**

- IT shall maintain a seniority list.
- When involuntary 2nd shift overtime coverage is required employees shall be asked by management on the basis of seniority, starting with most to least.
- Employees are allowed up to two (2) involuntary overtime refusals in a twelve (12) month period, which shall start upon execution of this Agreement.
- In the event employees have used their two (2) involuntary overtime refusals during the designated twelve (12) month period, then employees may not refuse to work an overtime shift when approached by management. In this case, employees will be asked on an inverse seniority basis.
- Employees will be provided with up to two (2) involuntary overtime refusals for each new twelve (12) month period.
- Employees will be expected to provide 2nd shift coverage from 5:00 p.m. to 11:00 p.m. At the conclusion of the employee's regular shift at 3:30 p.m., employees working an involuntary 2nd shift overtime assignment that same day will have the option of working the 3:30-5:00 p.m. shift gap with pay, or taking an unpaid break/go home, etc.
- Employees shall receive a minimum eight (8)-hour rest break after working sixteen (16) consecutive hours. If this eight (8)-hour break incorporates a portion of their next regular shift they shall report to work later for their shift the next day. In this instance, employees shall be paid from their regular shift start time until they arrive, along with the balance of their regular shift worked.

Agreed to by:

City of Portland

Date

AFSCME Council 93

Date

CEBA Local 1373

Date

**APPENDIX H
MEMORANDUM OF AGREEMENT**

The parties mutually agree that the City will provide training to Code Enforcement personnel that will provide them with the knowledge necessary to perform electrical wiring inspections of 1 and 2-family residential units. This is required training for all Code Enforcement Officers and the Code Enforcement Field Supervisor. This training will include six components as follows:

- Step 1 Electrical Code Up-date provided by State of Maine Planning Office (full-day seminar)
- Step 2 Complete video series “Mastering the NEC (National Electrical Code) under the direction of in-house instructor (Inspections Services Manager or designee). This video series is a multi-media presentation that explores basic, residential wiring and services, grounding and code applicability to these topics. (8 hours).
- Step 3 Basic Home Electrical Class – class provided by technical college or other educational institution that covers the following topics: basic repairs, installation and maintenance, wiring practices, wiring sizing and use of testing equipment (3 hours).
- Step 4 On-going Job Shadowing with currently active inspectors providing electrical inspection (10 hours).
- Step 5 Hands-On Electrical Installation Work – performs electrical inspection work under the guidance of a licensed Master Electrician (5 hours).
- Step 6 Additional inspection review and training as needed on a group or individual basis.

Tuition and wage costs will be paid by the City in accordance with Article 27.3. Training will be done during normal work hours when possible. Employees may flex their schedule with the approval of the Department Head or designee when required to attend outside training during off-duty hours.

The hour requirements listed above are minimum requirements. Upon full completion of the training outlined above, the employee will be expected to perform inspections of electrical wiring on 1 and 2-family dwellings as part of that building inspection. Any concerns regarding code compliance will be brought to the attention of City’s Electrical Inspector.

Agreed to by:

City of Portland

Date

CEBA Local 1373

Date

AFSCME Council 93

Date

APPENDIX I

SOCIAL SERVICES DIVISION – SHELTER PERSONNEL

Hours of Work

A full shift is 12.5 work hours and a half-hour unpaid lunch break, for a total shift length of 13 hours. The standard overnight shift is 7:00p.m. – 8:00a.m. Full-time employees with a standard work week of 37.5 hours will normally work three (3) 12.5 hour shifts.

Part-time employees may work shifts of varying lengths during the day as well as some overnight shifts.

Holidays

Due to scheduling considerations and the expansion of hours at the Oxford Street Shelter on holidays, due to the closure of other area facilities for the homeless, holiday coverage is determined by management. Schedule changes specific to the holiday will be posted at least two (2) weeks prior to the holiday. The holiday schedule reflects who has agreed to work but the schedule does not change the employee's regular schedule for the determination of holiday pay.

The provisions of Article 13 apply to Shelter Attendants with the following clarifications:

1. If the holiday falls on an employee's regularly scheduled work day and the employee does not work, the employee must have received prior approval to take the holiday off. The employee will receive holiday base pay for their regularly scheduled hours if it is a full-day holiday.
2. Employees who are scheduled to work on a full-day holiday and who call in sick for the holiday will be required to provide a doctor's note documenting their illness. They will receive base holiday pay for their regularly scheduled hours.
3. Full-time employees who are not regularly scheduled to work on the day of the week on which a full-day holiday falls and who do not work may elect to receive 7.5 hours of straight time pay or 7.5 hours of compensatory time.
4. Employees receive holiday premium pay at the time and one-half rate for the first thirteen (13) hours worked on a holiday. Hours worked in excess of thirteen (13) hours on a holiday will be paid at the double time holiday premium rate.

APPENDIX I (cont'd)

5. In accordance with Article 13 and Appendix A, part-time employees only receive holiday base pay on a particular holiday if they are benefit eligible and if they normally work that day of the week; providing these conditions are met, the amount of holiday base pay is based on the number of hours they normally work that day of the week. Part-time employees who are not regularly scheduled to work on the day of the week on which a full-day holiday falls, but who work the holiday, will receive holiday premium pay but not base holiday pay.

All part-time employees who work during the 24-hour span of a full-day holiday receive holiday premium pay for actual hours worked.

6. Compensation for a half-day holiday on Christmas Eve is handled in accordance with Article 13.2.2.

Overtime

Overtime is paid after an employee has worked in excess of thirteen (13) hours per day or forty (40) hours per week.

Staff meetings will be paid as follows upon contract execution: staff meetings scheduled and posted with at least two (2) weeks notice will be compensated as regular hours worked. If staff meetings are scheduled with less than two (2) weeks notice or called on an emergency basis, employees required to attend during off-duty hours will receive pay in accordance with Article 12.11.

Agreed to by:

City of Portland

Date

AFSCME Council 93

Date

CEBA Local 1373

Date

APPENDIX J

SIDE LETTER – RECREATION

The parties mutually agree that part-time Recreation Division employees will receive overtime only after working forty (40) hours per week. Part-time employees who have their schedule seasonally increased to full-time will receive overtime pay after working forty (40) hours per week, not eight (8) hours per day. Full-time employees (standard hours of 37.5 per week) will receive overtime after working eight (8) hours per day or forty (40) hours per week as outlined in 12.3.

Overnight Trips

Senior Trips – Employees who organize and take seniors on these trips will receive pay for the number of hours they are actually with the seniors. They will also receive stand-by pay of \$14 per day for the overnight hours; in the event they are called on by a senior during the overnight hours to address a problem or concern, they will be paid in accordance with Article 12.11 for that call.

Camping Trips – Employees who take children on the annual overnight trip will be paid for all hours worked including the overnight hours.

Employees will be expected to work the remainder of their weekly schedule following an overnight trip unless the employee has received prior approval for scheduled time off.

Agreed to by:

City of Portland

Date

AFSCME Council 93

Date

CEBA Local 1373

Date

Appendix K-1

The parties mutually agree to continue the 3-day CNA schedule in accordance with the following terms and conditions:

Work Week

The regular work week shall consist of three (3) twelve and one-half (12.5) hour shifts per week. Week day schedules include an every other weekend requirement.

Work Hours

The regular hours of work shall be from 6:00 a.m. to 7:00 p.m. for the first shift and 6:00 p.m. to 7:00 a.m. for the second shift. These are normal hours of work; deviations from these hours must be approved by the Long-Term Care Administrator.

The employee is entitled to take three (3) 15-minute paid breaks in addition to a 30-minute unpaid lunch break. Break times are to be scheduled with approval of the employee's supervisor.

Shift Differentials

The following shift differentials apply to these shifts:

6:00a.m. – 7:00p.m. No differential applies to these hours worked Monday through Friday. The weekend day differential of \$1.00 per hour applies to all hours worked during this time frame on Saturday and Sunday.

6:00p.m. – 7:00a.m. The weekday evening shift differential of \$1.00 per hour applies to the hours worked Monday through Friday, 6:00p.m. – 11:00p.m. The weekday night shift differential of \$2.00 per hour applies to hours worked during the 11:00p.m. – 7:00a.m. period Monday through Friday (11:00p.m. Monday – 7:00a.m. Saturday).

The weekend evening shift differential of \$2.00 per hour applies to hours worked from 6:00p.m. – 11:00p.m. on both Saturday and Sunday. The weekend night shift differential of \$3.00 per hour applies to hours worked from 11:00p.m. on Saturday to 7:00a.m. on Sunday and from 11:00p.m. on Sunday to 7:00a.m. on Monday.

APPENDIX K-1 (cont'd)

Holidays

Employees will receive the following pay for contractual holidays:

- 1) If a full-day holiday does not fall on a day when the employee is regularly scheduled to work, the employee will receive eight (8) hours of holiday base pay.
- 2) If a full-day holiday falls on a day when the employee is regularly scheduled to work, the employee will receive 12.5 hours of base holiday pay.
- 3) In addition to the above, the employee will also receive holiday premium pay for any hours actually worked on the holiday.
- 4) Permanent full-time employees will receive a half-day holiday on Christmas Eve in those years that December 24th falls on a Monday, Tuesday, Wednesday or Thursday in accordance with Article 13.2.2. In these years they will receive a four (4) hour benefit if Christmas Eve falls on a regularly scheduled day off and a 6.25 hour benefit if Christmas falls on a day that the employee is regularly scheduled to work.

Vacation

Vacation shall continue to be earned as outlined in the collective bargaining agreement. When an employee uses vacation, s/he will have the number of hours used deducted from his/her accumulated balance.

Sick

Sick leave shall continue to be earned as outlined in the collective bargaining agreement. When an employee uses sick leave, s/he will have the number of hours used deducted from his/her accumulated balance.

Overtime

Overtime for employees on this schedule shall be paid at the rate of time and one-half when s/he actually works beyond 12.5 hours per day or forty (40) hours per week. Hours worked for overtime purposes are outlined in Article 12.5 of the collective bargaining agreement.

Appendix K-2

Barron Center Scholarship Program

The Barron Center instituted the following scholarship program for students hired for the Nutrition Services Division in 1999. The parties agree to continue this program for the term of the 2016 – 2019 collective bargaining agreement.

1. Employees who are hired in their freshman, sophomore, junior or senior year in high school and who work a standard schedule of at least 7.5 hours per week at the Barron Center from their date of hire through their senior year of high school are eligible to receive a scholarship at graduation that is payable to the secondary institution of their choice.
2. The scholarship amount is based on \$750 per fiscal year period of employment. The scholarship amount will be paid to the educational institution of the student's choice during the student's second semester of his/her freshman year.

Agreed to by:

City of Portland

Date

AFSCME Council 93

Date

AFSCME CEBA Local 1373

Date

APPENDIX L

STANDARD PROVISIONS OF FOUR-DAY WORK SCHEDULE AGREEMENTS

The following provisions are the standard components of a modified work agreement where some or all employees in a particular Section, Division or Department agree to change their regular work schedule from a Monday through Friday schedule to a 4-day week day work schedule. It is the decision of the Department Head or designee 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 three (3) 9.5 hour days and one (1) 9.0 hour day. If employees currently work a Monday through Friday schedule and more than one employee will be working the four-day schedule, some employees may be required to work a Monday through Thursday schedule and other employees may be required to work a Tuesday through Friday schedule.

2. Holidays

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

A. If a full-day holiday falls on a scheduled work day, the employee shall normally have the holiday off. For full-day holidays, holiday pay will equal the number of hours the employee would regularly work that day of the week, providing they work a standard day of 9.0 or 9.5 hours. In the event the employee is required to work on the holiday, the employee will receive premium pay in accordance with 13.5.

B. 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. When December 24th falls on a Monday, Tuesday, Wednesday or Thursday, employees will receive a Christmas Eve holiday benefit. If Christmas Eve also falls on a regularly scheduled work day for the employee, the employee will work the first half of their scheduled shift and will receive holiday pay for the second half of their scheduled shift; if it does not fall on a regular work day, the employee will receive 3.75 hours of holiday pay.

APPENDIX L (cont'd)

3. Vacation

Vacation shall continue to be earned as outlined in the collective bargaining agreement. When the employee uses a vacation day s/he shall have the actual hours used deducted from his/her accumulated balance.

4. Sick Leave

Sick leave shall continue to be earned as outlined in the collective bargaining agreement. When the employee uses a sick day s/he shall have the actual hours used deducted from his/her accumulated balance.

5. Overtime

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

This Appendix outlines the terms and conditions of four (4) day work schedules currently in effect in the Public Works, Health and Human Services, and Planning and Development departments.

Managers who are considering a modified work schedule for their employees, based on the department's needs or due to employee interest, should contact Human Resources at least one month prior to proposed implementation of the schedule. Discussions will be held between Department representatives, Human Resources and the Union. A Memorandum of Agreement will be negotiated if the terms of the schedule differ in any respect from this Appendix and employees will be given a two (2) week notice of the schedule change following the conclusion of negotiations. Four (4) day work schedules may be either seasonal or year round.

Agreed to by:

City of Portland

Date

AFSCME Council 93

Date

CEBA Local 1373

Date

APPENDIX M
MEMORANDUM OF UNDERSTANDING

The City of Portland and AFSCME CEBA have agreed to modify the provisions of the 2016 – 2019 collective bargaining agreement for the Public Health Nurses within the Public Health Division in order to improve the delivery of evening clinic services. The modifications are as follows:

1. Work Schedule - Employees who wish to work a five (5) day schedule may do so with the approval of their Program Manager. The terms of the Memorandum do not apply to them. The regular work week shall be four (4) days which total 37.5 hours per week. The standard work day is 9.0 or 9.5 hours; however, the day may vary in length depending upon program needs and employee preference. The work day must occur between 7:00 a.m. and 9:00 p.m. and employees must take a one (1) hour lunch period each day.
2. Days Off - Employees will continue to have Saturdays and Sundays off. The additional third day off may occur on any of the five normal days of operation. The Public Health Administrator or designee will approve work schedule requests in accordance with Divisional staffing needs.
3. Holidays - Employees will not work on holidays. For full-day holidays, holiday pay will equal the number of hours the employee would regularly work that day of the week, providing they work a standard day of 9.0 or 9.5 hours. Employees who work an irregular schedule will receive 9.5 hours of holiday pay per full-day holiday and will adjust their work week to equal 37.5 hours including holiday hours paid. When December 24th falls on a Monday, Tuesday, Wednesday or Thursday, employees will receive a Christmas Eve holiday benefit. If Christmas Eve also falls on a regularly scheduled work day for the employee, the employee will work the first half of their scheduled shift and will receive holiday pay for the second half of their scheduled shift; if it does not fall on a regular work day, the employee will receive 3.75 hours of holiday pay. All employees will work enough hours in a holiday week to total a 37.5 hour work week.
4. Overtime - Employees on the modified work schedule who work a standard day of 9.0 or 9.5 hours shall be entitled to overtime only after ten (10) hours per day, unless the employee's regular scheduled shift exceeds 10 hours per day, or (40) hours per week.
5. Vacations - Employees on the modified work schedule shall continue to accrue vacation leave as outlined in the Agreement. Employees will be charged for the actual hours used.

APPENDIX M (cont'd)

6. Sick Leave - Employees on the modified work schedule shall continue to accrue sick leave as outlined in the agreement. Employees will be charged for the scheduled hours they miss when they call in sick.
7. Scheduling - Employees will develop two-month schedules to be approved by the Public Health Administrator or designee.
8. Review - The City and the Union agree to meet if requested to evaluate the plan and discuss possible changes to this Memorandum of Understanding.
9. Term - This program will remain in effect as long as the parties agree. This Memorandum of Agreement may be canceled by either party by giving sixty (60) days notice.

For the City of Portland

Date

For CEBA Local 1373

Date

For AFSCME Council 93

Date

APPENDIX N

MEMORANDUM OF AGREEMENT

The parties mutually agree to continue the four-day work schedule for Parking Garage Shift Leaders in accordance with the following guidelines.

1. Work Week

The regular work week shall consist of four consecutive days of work. Three days will be 10.25 hours in length with a 45-minute unpaid lunch break; and one day will be 9.75 hours in length with a 45-minute unpaid lunch break.

2. Holidays

Employees will continue to work the holidays that fall during their regular work week. Their base holiday pay for full-day holidays will equal the number of hours they are scheduled to work that day of the week, and they will also receive premium pay for the actual number of hours they work on the holiday. When December 24th falls on a Monday, Tuesday, Wednesday or Thursday, employees will receive a Christmas Eve holiday benefit. If Christmas Eve also falls on a regularly scheduled work day for the employee, the employee will receive regular pay for the first half of their shift and will receive holiday base pay and holiday premium pay for the second half of their shift; if it does not fall on a regular work day, the employee will receive 3.75 hours of holiday pay. Employees will not receive a Christmas Eve holiday benefit for working December 24th in years that December 24th does not fall on a Monday, Tuesday, Wednesday or Thursday.

On full-day holidays that fall on a day outside of the employee's regular work week, the employee will receive a holiday credit of 9.375 hours, 9.375 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.

3. Overtime

Employees on the modified work schedule shall be entitled to overtime after ten (10) hours per day or forty (40) hours per week.

4. Vacations

Employees on the modified work schedule shall continue to accrue vacation leave as outlined in the collective bargaining agreement. Employees will be charged for the actual hours used (9.0 or 9.5 hours for each full vacation day).

APPENDIX N (cont'd)

5. Sick Leave

Employees on the modified work schedule shall accrue 7.5 hours of sick leave per month. Employees will be charged for the scheduled hours they miss when they call in sick.

6. Term

This agreement will continue for the duration of the 2016 – 2019 collective bargaining agreement except for the following periods of time:

7. Filling of Temporary Vacancies

In the event one of the four shift leaders goes on a leave of absence or is out for an extended period of time, the Department will post a notice that Parking Garage Cashiers interested in working as a shift leader for the duration of the leave should submit a letter of interest. Department management will interview the employees interested in the assignment and, providing they determine one of the applicants is qualified for the assignment, the four-day schedule will continue with the employee temporarily assigned to the Shift Leader vacancy working the schedule normally worked by the employee on leave. The Cashier's position and hours will be filled on an "as needed" basis as determined by Department management.

In the event no one is interested, those interested are determined not to be qualified by Department management, or the Cashier selected does not meet the performance requirements of the job, the remaining three Shift Leaders will revert to a five (5) day schedule for the duration of the leave following a two (2) week notice of shift change.

Either party may terminate this agreement during the term of the current collective bargaining agreement by providing the other party with at least two (2) weeks notice.

Agreed to by:

City of Portland

Date

CEBA Local 1373

Date

AFSCME Council 93

Date

APPENDIX O
MEMORANDUM OF AGREEMENT

The Inspections staff will work a modified schedule during the term of the 2016 – 2019 collective bargaining agreement. The parties agree to amend the collective bargaining agreement between CEBA Local 1373 and the City of Portland as follows:

1. Work Week

Employees who wish to work a five (5) day schedule may do so with the approval of the Inspections Services Manager. The terms of this Memorandum do not apply to them.

The regular work week for employees who work a four (4) day schedule shall consist of three (3) 9.5 hour days and one (1) 9.0 hour day. Days off will vary from week to week in accordance with the rotating schedule determined within the work team and the days of work will not always be four (4) consecutive days.

2. Holidays

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

- A. During the week of Thanksgiving, all employees will work 7.5 hours on Monday, Tuesday, and Wednesday and will receive 7.5 hours of base holiday pay for Thanksgiving Day and the day after Thanksgiving.
- B. Except for the Thanksgiving holidays, if a full-day holiday falls on an employee's scheduled work day, the employee will receive holiday base pay equal to the hours they would normally be scheduled to work on that day of the week.
- C. If a full-day holiday falls on an employee's regularly scheduled day off, the employee will have another day off that week and will receive holiday base pay equal to the number of hours they are normally scheduled on the day they take off.
- D. When December 24th falls on a Monday, Tuesday, Wednesday or Thursday, employees will receive a Christmas Eve holiday benefit. If Christmas Eve also falls on a regularly scheduled work day for the employee, the employee will work the first half of their scheduled shift and will receive holiday pay for the second half of their scheduled shift; if it does not fall on a regular work day, the employee will receive 3.75 hours of holiday pay.

APPENDIX O (cont'd)

3. Vacation

Vacation shall continue to be earned as outlined in the collective bargaining agreement. When the employee uses vacation leave, s/he shall have the actual hours used deducted from his/her accumulated balance.

4. Sick Leave

Sick leave shall continue to be earned as outlined in the collective bargaining agreement. When the employee uses sick leave, s/he shall have the actual hours uses deducted from his/her accumulated balance.

5. Overtime

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

6. Term

This agreement shall be effective upon execution of the 2016 – 2019 collective bargaining agreement and shall continue for the term of the 2016 – 2019 collective bargaining agreement except that either party may cancel this agreement by providing the other party with a sixty (60) day written notice.

Agreed to by:

City of Portland

Date

AFSCME Council 93

Date

CEBA Local 1373

Date

APPENDIX P

MEMORANDUM OF UNDERSTANDING

CITY CLERK MODIFIED WORK HOURS VITAL RECORDS CLERKS AND ELECTION ASSISTANTS

The City of Portland and AFSCME CEBA hereby agree that the City Clerk's Office will be open from 8:00am to noon on December 24th (Christmas Eve) when City Hall is opened. The City will need to modify the work hours of part-time Vital Records Clerks and Election Assistants, CEBA pay Grade 8, who regularly work shifts from 8:00am to 12:30pm or 12:15pm to 4:45pm.

The parties agree to the following stipulations and amendments to the CEBA Collective Bargaining Agreement:

Continuing with the rotation that began in December 2009, in odd years the afternoon shift will work the 8:00am to noon workday on December 24 (Christmas Eve), and in even years the morning shift will work the 8:00am to noon workday on December 24 (Christmas Eve).

The employees who work the 8:00am to noon shift will be compensated at their regular hourly rates, and in accordance with Article 13.5.1 will receive two hours of holiday premium pay for hours worked 10:00am to noon.

The employees who are off that day shall receive four and a half (4 ½) hours of pay at their regular rate of pay.

APPENDIX Q
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

- 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.