

AGREEMENT BETWEEN
CITY OF PORTLAND
AND
AFSCME LOCAL 481-00
LABOR AND TRADES

July 1, 2016- June 30, 2019

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A G R E E M E N T

This Agreement made and entered into this 21st day of January 2015, by and between the CITY OF PORTLAND, hereinafter referred to as "City" and Local 481, American Federation of State, County, and Municipal Employees, AFL-CIO, Council 93, hereinafter referred to as the "Union".

1. PREAMBLE

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

2. RECOGNITION

- 2.1 The City hereby recognizes that the Union is the sole and exclusive representative of a Unit consisting of all permanent employees (as defined in Appendix A) working in the job classifications in the attached classification and pay plans (except those excluded by Chapter 9-A, Title 26, M.R.S.A. and excluding all temporary, seasonal, on-call, or probationary employees as defined below and in Appendix A) in the following Departments and Divisions:

Parks, Recreation and Facilities Management (Public Assembly Facilities Division
and Public Buildings Division)
Health and Human Services (Barron Center and Social Services Division)
Parking Division
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 their 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 during the probationary period, unless specifically prohibited by a section of the Agreement. Probationary employees shall not be assigned to perform higher pay for higher classification work provided in Article 22.

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

3. NO DISCRIMINATION BY PARTIES

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

4. DUES

- 4.1 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 18, INSURANCE, upon receipt of a signed authorization form from members and a certified statement from AFSCME Council 93 as to the amount for dues and fees. The signed authorization for deduction of dues shall be in the form attached hereto and marked Exhibit A.
- 4.2 Fair Share Fees
 - 4.2.1 For employees hired into a permanent position shall either (1) join the Union, or (2) agree to pay their fair share 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 service fee annually and shall notify the City promptly as to the dollar amount of said fair share. Employees shall have 10 days after completion of their probationary period within which to join the Union or to agree to pay the fair share amount.

4.2.2 The Union agrees to establish a bona fide internal Union procedure to allow bargaining unit non-member employees in the unit to challenge the level of the fair share deduction established hereunder. Any process established shall be in compliance with all State and Federal laws and regulations regarding dues and fair share amounts and deductions.

4.2.3 Upon receipt of a written authorization card from the employee, the City shall deduct either the full Union dues or the fair share fee as indicated. For those employees who do not select full membership or do not sign an authorization card, the City shall deduct from their paycheck fair share service fees pursuant to M.S.R.A. Title 26, Chapter 2, Subchapter 2 § 629.

4.3 Amount of Dues

In the event of a change in the amount of dues or fees during the term of this Agreement, AFSCME Council 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 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 to the Maine Benefit Trust. The Benefit Trust will notify the City of the amounts of premiums to be deducted.

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 or 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 Local Union President and/or 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.

- 5.2 The Chief Steward, or other authorized Union representative, shall be allowed time off, with pay, during 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 designee. 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 his/her supervisor or other management representative holding a position of Section Head or Division Head. Such approval shall be granted with a twenty-four (24) hour notice to the supervisor or other management representative as defined above. A notice shorter than 24 hours shall not be arbitrarily denied.

5.2.1 If an employee is facing disciplinary action, the Chief Steward or other Union Steward will be permitted to attend the disciplinary hearing or the hearing will be postponed until the Chief Steward or other Union Steward is available.

- 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 less than three (3) and not more than five (5) representatives.
- 5.4 During the term of this Agreement, up to two (2) weeks shall be allowed off the job, without pay, for no more than two (2) Union representatives at one time, to attend any regional, state, or national meetings of the American Federation of State, County, and Municipal Employees. No time off shall be granted under this paragraph unless the Department Head or 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. BULLETIN BOARDS

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

7. ACCESS TO PREMISES

- 7.1 With the permission of the appropriate Division Head, such permission not to be arbitrarily withheld, representatives of the American Federation of State, County, and Municipal

Employees, Council No. 93, and Local 481, 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.

8. MANAGEMENT RIGHTS

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

9. DEPARTMENT RULES

- 9.1 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.
- 9.2 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 eight (8) working days prior to the posting of the new or amended work rule on the bulletin boards.
- 9.3 When work rules are changed or amended or new rules are established, they shall be posted on all bulletin boards for a period of ten (10) consecutive work days before becoming effective.
- 9.4 All Department rules and regulations shall be posted in conspicuous locations throughout the Department in order for employees to familiarize themselves with these rules. The City agrees to provide employees with an annual review of work rules when requested by the Union.
- 9.5 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.

10. STRIKES, SLOWDOWNS, AND LOCKOUTS PROHIBITED

- 10.1 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.

- 10.2 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.

11. GRIEVANCE PROCEDURE

- 11.1 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:

11.1.1 The Union, through the Chief Steward, or other authorized Union representative, shall take up the grievance with the employee's Division Head or designee. The Division Head or designee shall issue a decision within ten (10) working days from the date the Union filed the grievance with the Division Head or designee.

11.1.2 If the grievance is not resolved at Step 11.1.1, within five (5) working days after receipt of the decision of the Division Head, the Union shall submit the details of such grievance in writing to the Department Head. Within five (5) working days thereafter, the Department Head or designee shall meet with a representative of the Union for the purpose of adjusting or resolving such grievance. Within ten (10) working days after said meeting, the Department Head or designee shall render a written decision.

11.1.3 If the grievance is not resolved at Step-11.1.2, 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 11.1.2 decision. The Director of Human Resources or designee shall meet with the Union within fifteen (15) working days following receipt of the Union's written appeal to hear the grievance and shall provide a written decision within ten (10) working days of the date of the hearing.

11.1.4 If the grievance is not resolved at Step 11.1.3, 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 11.1.2 and 11.1.3. The City Manager or designee shall meet with the Union within twenty (20) working days following receipt of the Union's written appeal to hear the grievance and shall provide a written decision within fifteen (15) working days of the date of the hearing.

11.1.5 In the event that the decision of the City Manager rendered pursuant to 11.1.4 above is not acceptable to the Union, within fifteen (15) working days after receipt

of the decision at Step 11.1.4 it may request in writing that the matter be submitted to arbitration. The City and the Union shall mutually agree upon an arbitrator when possible. In the event they are unable to agree upon an arbitrator within seven (7) days of the request for arbitration, the arbitrator shall be selected through the American Arbitration Association in accordance with the rules of said Association then in full force and effect. The Union must submit a written arbitration request to the American Arbitration Association within sixty (60) days of the date of the City Manager's decision; if they fail to do so, they have forfeited their right to pursue the grievance to arbitration. Thereafter, arbitration shall be had in accordance with the rules of the American Arbitration Association. Said Arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement. The arbitrator's decision shall be final and binding upon the parties hereto. The expenses of the arbitrator shall be borne equally by the parties.

- 11.1.6 The time limits for processing of grievances may be extended by written consent of the parties. Steps 11.1.1, 11.1.2, or 11.1.3 in the grievance procedure may be waived by written mutual consent of the parties. Absent such written extension, the Union may not appeal the grievance to the next step of the grievance procedure if they exceed the contractual time period for appealing the grievance; if the City exceeds the contractual time period for responding to a grievance without a written extension, the grievance will proceed to the next step of the grievance procedure providing the Union submits a timely written appeal to the next step.
- 11.1.7 At Steps 11.1.2, 11.1.3, 11.1.4 of the grievance procedure, the Department Head, Director of Human Resources, or City Manager may act through his/her Deputy, Assistant, or other duly authorized representative.
- 11.1.8 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.
- 11.1.9 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. Any grievance processed by the Union shall go to a Grievance Committee of the Union before processing at Step 3 of the grievance procedure.

12. SAVINGS CLAUSE

- 12.1 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.

- 12.2 Within thirty (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 41, Embodiment, shall not be construed as limiting or otherwise modifying such Article 41, 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.

13. WAGES AND SALARIES

- 13.1 Effective July 3, 2016, employees will receive a **2.0%** across the board increase in accordance with the seniority step pay plan attached hereto as Appendix B(2).
- 13.2 Effective July 2, 2017, employees will receive a **2.0%** across the board increase in accordance with the seniority step pay plan attached hereto as Appendix B(3).
- 13.3 Effective July 1, 2018, employees will receive a **2.0%** across the board increase in accordance with the seniority step pay plan attached hereto as Appendix B(4).
- 13.4 Wages of permanent part-time employees shall be based upon the seniority step pay plans (Appendix B (2)(3) and (4)) but such employees' base weekly wages shall be pro-rated on the basis of a forty (40) hour work week.
- 13.5 Retroactive pay increases will be paid to active employees and retirees as of the date of signing of this Agreement, for the period beginning on July 3, 2016 through **July 1, 2017, employees will receive seventy five (75) % of the total amount of retroactive pay. For the period of July 2, 2017 through** the date of implementation of the new pay plan, **employees will receive full retroactive pay** (the "period of retroactivity"). Retroactive pay will be determined by multiplying the difference between the employee's base wage during that same time period as determined by Appendix B(2) and if necessary B(3) and B(4) 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 the employee's time in each position.
- 13.6 Employees who successfully complete the required certification tests and other criteria as outlined in departmental career ladders will be promoted in accordance with the appropriate career ladder following review and approval by the Department Head and Human Resources Director that all certification criteria have been satisfied. The promotion will be effective on the beginning of the full pay period following completion of all required criteria as certified by Human Resources. Employees are responsible for renewing all

licenses used to justify the promotion and must satisfactorily complete all re-certifications (internal and external) in accordance with department policy. Failure to do so will result in a demotion to the appropriate pay grade, and the corresponding reduction in pay, providing the City has made available periodic opportunities for the employee to operate equipment on which they must re-certify.

13.7 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. The re-loadable debit card will be supplied by the City at no cost to the employees. The City agrees to give a two week notice to all employees prior to implementation.

14. OVERTIME

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

14.2 Except as provided in 14.2.1 below, eight (8) hours worked shall constitute a day's work and forty (40) hours worked shall constitute a week's work at base hourly rates of pay. Ten (10) hours worked shall constitute a day's work and forty (40) hours worked shall constitute a week's work at base hourly rates of pay for employees on a four (4), ten (10) hour day work schedule.

14.2.1 Public Works employees who work the weekend shift during the winter period shall be scheduled to work three **13** hour shifts and shall receive forty (40) hours of pay. This Friday through Sunday schedule is their regular work week. Their hourly rate of pay will be adjusted for the winter period in accordance with the Fair Labor Standards Act (regular weekly salary divided by **39** hours worked).

14.3 Except as provided in 14.3.2 below and Appendix A for part-time employees, a monetary rate of one and one-half (1-1/2) times the base hourly rate shall be paid for all work performed by employees covered by this Agreement during the work week in excess of forty (40) hours per week or eight (8) hours per day, but not for both; provided, however, that payment shall be modified under the circumstances described in Section 14.3.1 below.

14.3.1 Notwithstanding 14.3 above, if an employee uses sick time at the start of or during his regular shift, after working 16 consecutive hours or more previously the same pay period, then the overtime shall be paid at a straight time rate for the number of hours equivalent to the number of sick hours used.

- 14.3.2 Employees who work the weekend shift during the winter period will not be eligible for overtime after eight (8) hours per day on a regularly scheduled work day; instead, they will be eligible for overtime on a regular work day if they work in excess of their regularly scheduled **thirteen (13)** hour shift. These employees will be paid at time and one-half their adjusted hourly rate for all additional hours worked during Monday through Thursday, providing they do not call out sick during their regularly scheduled weekend hours.
- 14.4 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 mandatory overtime payment. In no case shall an employee accrue more than **one hundred (100)** hours of such compensatory time.
- 14.4.1 Employees may earn up to a maximum of **one hundred (100)** hours of compensatory time during the fiscal year. **This comp time will become a comp bank whereas an employee can either use the time off similar to vacation time or he/she can cash it out at any time during the year. If an employee still has a comp balance on the books at the end of October each year, the comp bank will be cashed out during the first pay date, closest to November 15th on a yearly basis to zero out any balances.**
- 14.5 For the purposes of this section, "Hours Worked" shall mean only one of the following:
- 14.5.1 Hours actually worked.
 - 14.5.2 Hours compensated for by holiday base pay.
 - 14.5.3 Hours compensated for by bereavement leave.
 - 14.5.4 Hours compensated for by vacation pay.
 - 14.5.5 Hours compensated for by compensatory time off.
 - 14.5.6 Hours compensated for by Jury/Witness pay only during periods of mandatory overtime.
- 14.6 For the purposes of this section, "Hours Worked" shall not include:
- 14.6.1 Hours compensated for by holiday premium pay.
 - 14.6.2 Hours compensated for by call-back pay.
 - 14.6.3 Hours compensated for by jury/witness pay, except as provided in 14.5.6 above.
 - 14.6.4 Hours compensated for by reserve service leave.
 - 14.6.5 Hours compensated for by sick leave pay.
 - 14.6.6 Hours compensated for by personal leave pay.
- 14.7 Department Heads or his/her designee will discuss distribution of overtime with the Union upon request.
- 14.8 The following paragraphs apply to non-mandatory overtime.
- 14.8.1 When overtime work is necessary, the City will make every reasonable effort to

distribute overtime that is scheduled at least 24 hours in advance equally among the regular, full-time employees. The City shall keep a list of employees who are on call for overtime that becomes available during the work week and weekends. Except as provided in 14.8.1.1 below, overtime will be offered first to employees in the Section, next to employees in the Division, and next to employees in the Department; provided that the employees are capable of performing the work. Except as provided in 14.8.1.1 below, the overtime list will be rotated so that an equal distribution of overtime will be afforded all employees; however the City will not make such reasonable effort in cases where employees refuse overtime work. Except as provided in 14.8.1.1 below, non-bargaining unit employees will not be offered scheduled overtime opportunities until after all available qualified bargaining unit employees in the Department are offered the overtime.

14.8.1.1 The Public Works Department will maintain an overtime log book in the Communications Center. Each Wednesday morning by 12:00 noon, full-time employees in the Department interested in volunteering for overtime starting the following Saturday may sign up. These volunteers must agree to work the total number of hours required for that assignment. Assignments may be scheduled throughout the week at any time so employees must make sure to sign the overtime log book by the Wednesday noon deadline. Should they decide to sign the book after the deadline to sign the book and the overtime was already filled, this will not be considered a missed opportunity. Employees will be required to enter their own names into the overtime book. The removal of the names may only be done by a Section Head, Manager, or Director. In the absence of a Section Head, Manager, or Director, a Supervisor may be sought to approve the removal of the name(s). Failure to respond to a work assignment will be deemed as an unexcused absence and will be subject to disciplinary action.

- 14.8.2 When non-scheduled overtime occurs, such as when a particular project extends beyond the end of the normal shift, the bargaining unit employee working on that project during the day will be offered the overtime first and will not be required to sign the overtime book. When feasible, the supervisor will offer the overtime next to other Section employees; however, if the supervisor determines such a canvass is not feasible, the overtime will be offered to non-bargaining unit employees also assigned to that project during the day. Non-bargaining unit employees not assigned to work where the overtime occurs during the normal shift will not be offered the overtime prior to other available qualified bargaining unit employees in the Division.
- 14.8.3 When the City makes unintentional errors when calling employees to offer scheduled overtime opportunities, the following remedy for such missed opportunity shall apply to the employee who should have been called. Such

employee will be granted an opportunity to work overtime equal to the number of hours s/he would have worked had s/he been properly scheduled. Such work shall be meaningful and beneficial to the City. Such overtime opportunity will be scheduled at a time that is mutually agreeable to the City and to the employee and shall not result in another otherwise deserving departmental employee to lose an overtime opportunity in order to satisfy the earlier error.

14.8.4 **BARRON CENTER OVERTIME PROCEDURES**

14.8.4.1 Non-Winter Period

Emergency/unforeseen events – first call will be to the person on standby for the week. If additional overtime is necessary, management will maintain a weekly volunteer overtime list. If there are no volunteers, employees will be mandated beginning with the least senior employee on a rotating basis.

14.8.4.2 Winter Period

Winter period is defined as November through April. Overtime is not considered voluntary during the winter period. Maintenance employees in the laundry division will also be utilized when necessary.

For known weather events – a schedule for additional hours/shifts will be posted prior to the event.

For unforeseen weather events and emergencies – the person on standby will be called first. If more than one person is needed, management will maintain a weekly volunteer overtime list. If there are no volunteers, employees will be mandated beginning with the least senior employee on a rotating basis.

14.8.5 **JETPORT OVERTIME PROCEDURES**

14.8.5.1 The Jetport will maintain a weekly volunteer overtime list. If there are no volunteers, employees will be mandated beginning with the least senior employee on a rotating basis.

14.9 When personnel are required to perform preparation for, participation in and clean-up related to Memorial Day and July 4th activities **and cruise ship visits, overtime will be scheduled in accordance with normal departmental procedures.**

14.10 The City will make available information on overtime distribution and accumulations as follows: Actual Hours Worked, Missed Overtime Opportunities, and Total Hours Combined. 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.

14.11 Overtime shall not be voluntary during the winter period or during periods of imminent danger to the health, safety, and property of Portland citizens (hereinafter referred to collectively as involuntary overtime). Definition of the winter period varies by Department. Unless specified otherwise in Appendix H or Appendix J the period is November through April. Imminent danger determinations are made by the City Manager or designee. Overtime required to complete scheduled sanitation and recycling removal is considered to be involuntary overtime for the full calendar year. When, in cases of emergency, personnel and/or equipment are called in from other Departments, the personnel from other Departments shall be released from their duties when the workload lessens, unless they are acting as relief workers for regular, full-time workers.

14.11.1 Winter Operations Staffing

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

- 14.11.1.1 At Public Works, employees will be assigned to departmental winter operation teams. These teams will be called in for sand/salt, plowing or snow removal operations and maintenance of winter recreational facilities within designated times in order to achieve the sixteen (16) hour objective. When employees are needed to work in excess of sixteen (16) consecutive hours, such overtime shall be filled on a voluntary basis when possible.
- 14.11.1.2 Aviation and Transportation employees may take breaks as necessary and as approved by their supervisor. They will follow the break guidelines as outlined in Appendix J in order to balance the safety and operational needs at the Jetport.
- 14.11.1.3 **Three (3)** Public Buildings employees will be available to assist Public Works with snow plowing, sand/salt and snow removal operations throughout the storm.
- 14.11.1.4 Workers' Compensation claimants may be assigned transitional work, including shift work, which meets the needs of the City and the injured employee.
- 14.11.1.5 Employees shall be available at all of the following times:
 - A. When directed to be available.

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

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

- A. The Departments of Public Works and Aviation and Transportation will make convenience pagers available to employees at the beginning of the winter season. Employees issued a convenience pager will be expected to notify the department upon receiving the page and to report to work promptly. These pagers offer the employee the ability to move about normally during the winter months while fulfilling their responsibility to the City to be available.
- B. Employees who choose not to accept a convenience beeper will be expected to "be available" during the winter period. They will be contacted via telephone and will be expected to be available when called. The employee must keep their telephone line reasonably open and available for calls. Employees are encouraged to contact the department if snow is predicted and if they will be unavailable to answer the phone for any period of time.

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

14.11.2 The City reserves the right to make all decisions regarding the City's response to the emergency. The parties agree that employees from other bargaining units and from other departments may be utilized as necessary to supplement unit members regularly assigned to snow removal or other emergency operations providing that unit members in other departments who volunteer to participate in winter operations outside of their regularly scheduled shift are called first.

14.11.3 Hardship

The City recognizes that certain individual situations may cause hardship in regards to involuntary overtime and/or shift assignments. Requests for hardship exemptions for overtime, shifts or other extraordinary circumstances will be considered through the following process. All employees with current or

predictable hardship situations must request a hardship exemption. The request must be submitted in writing to a departmental representative as designated by the Department Director by August 15. Hardships being requested for medical reasons for either a shift exemption or an overtime exemption will be handled by the Department Director in consultation with appropriate staff resources. The City shall not unreasonably deny such requests.

14.12 Call-Back Pay

14.12.1 Employees called back to work shall receive a minimum of **three (3)** hours pay at the overtime rate for the work for which they are called back, or may receive one and one half (1-1/2) times their base hourly rate under the above provisions, whichever is greater, but not both.

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

14.12.3 If an employee is called into work within one hour of the normal starting time for their shift, such time shall be paid at the one and one-half (1 ½) overtime rate for the actual time worked. If such call-in is an hour or longer prior to the start of the normal work shift, the "call-back" provisions in 14.12.1 and 14.12.2 shall apply.

14.12.4 An employee is not eligible for any additional "call-back" pay under this provision if they are called back to work within one (1) hour of the time they arrived for a previous "call-back." If an additional "call-back" occurs beyond one (1) hour from arrival time of a previous "call-back" the employee will receive additional "call-back" pay. If additional "call-backs" occur within one (1) hour and the employee is at work beyond two (2) hours the "call-back" pay provision shall apply.

14.13 Stand-by Pay

14.13.1 If a Division elects to designate a person to carry a beeper, they will solicit volunteers and designations will be made from qualified volunteers providing sufficient volunteers are available. If a sufficient number of qualified volunteers are not available within the Division or the Department, the City will designate a qualified Division employee to be on stand-by. Such designation shall be made on the basis of inverse order of seniority on a rotating basis. The payment for the stand-by designation shall be **\$18.00** per day on weekdays and **\$27.00** on weekend days and holidays.

14.13.2 Employees designated to be on stand-by may respond to **issues** over the phone. If the employee **must** respond to the work site, the call-back provision in 14.12 shall apply.

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

14.13.4 Sewer Stand-By

14.13.4.1 The Union will provide the City with a primary and a secondary person to respond during off-duty hours to address sewer problems or emergencies. The City will contact the primary responder to assess the situation. The primary responder will determine if the secondary responder needs to be called.

14.13.4.2 The primary responder responsibility will rotate between the City's Sewer Inspectors. The secondary responder responsibility will rotate among the unit members of the Wastewater Section of Public Works.

14.13.4.3 The Sewer Inspectors will receive stand-by pay of one hour of straight time pay on week days and one hour of overtime pay on week end days and holidays.

14.13.5 30-Week and Islands Beeper Program

14.13.5.1 The Public Works 30-week beeper program for mainland personnel will be continued for the non-winter period during each year of this contract.

14.13.5.2 The Public Works Islands beeper program will be continued year-round for the duration of this contract.

14.13.6 Traffic Section Stand-By

14.13.6.1 The Union will provide the City with a primary person to respond during off-duty hours to address Traffic problems and/or emergencies.

14.13.6.2 The primary responder responsibility will rotate between the City's (2) Systems and Lighting Technicians and the Traffic Signal Repair Worker, creating a three (3) person (minimum) rotation. The Pager Swap Form shall be filled out at least 24 hours ahead of any personnel changes to the rotation. Other Traffic Division employees may be required to be on call when needed.

14.13.6.3 The primary responder who responds remotely to traffic calls shall receive for an initial call, one half hours (1/2) pay at the applicable overtime rate. For all additional calls within the twenty-four hour

period, pay will be for actual hours worked at the applicable overtime rate. If the employee **must** respond to the work site, the call-back provision in 14.12 shall apply.

15. MEAL ALLOWANCE

15.1 An employee shall receive an additional ten (\$10.00) dollars as a meal allowance whenever said employee shall have worked a period comprising twelve (12) consecutive hours (including meal and rest breaks and incentive time) except as provided in 15.1.1 below. Incentive time for the purpose of this article is defined in Article 14.11 and 20.4.

15.1.1 Public Works and Fleet Services employees who work the weekend shift during the designated winter period will receive a lump sum meal allowance payment in the amount of one hundred **sixty (\$160.00)** at the start of each winter period in December to cover the entire designated winter period.

15.1.2 Public Works employees during the designated winter period will receive a lump sum meal allowance payment in the amount of one hundred sixty (\$160.00) dollars at the start of each winter period in December to cover the entire winter designated winter period. Employees assigned on a regular basis to help Public Works from Parks, Rec & Facilities during the designated winter period will also receive one hundred sixty (\$160.00) dollars at the start of the winter period in December to cover the entire designated winter period.

16. HOLIDAYS

16.1 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 | |

16.1.1 Compensation of permanent full-time employees, who work a 5-day Monday through Friday schedule, for the holidays listed above is described in paragraph 16.2. Compensation of permanent full-time employees who work a 7-day coverage schedule is described in paragraph 16.3. Holiday payment for permanent full-time employees who work a modified schedule is defined in the Memorandum of Agreements that outline the terms and conditions of that

schedule. Compensation for permanent part-time employees for the holidays listed above is described in paragraphs 16.4 and Appendix A.

16.2 Permanent employees working a Monday through Friday Work Schedule

16.2.1 Payment for full-day holidays under this Article shall be made on the observed, not the actual, holiday. If any of the above full-day holidays falls on a Sunday, the following Monday shall be the observed holiday. If it falls on a Saturday, the preceding Friday shall be the observed holiday. Employees will receive base holiday pay equal to the hours they would normally work that day of the week. Employees who work on the holidays will receive additional compensation as outlined in 16.5.

16.2.2 Permanent full-time employees receive a half-day holiday on Christmas Eve in those years that December 24th falls on a Monday, Tuesday, Wednesday or Thursday. The second half of the employee's shift is the holiday period. The employee will receive base holiday pay for the second half of the shift; if the employee works the second half of their scheduled shift, s/he will also receive holiday premium pay as outlined in 16.5. If December 24th is not a regular work day for the employee, the employee will not receive any holiday base pay for Christmas Eve but will be paid in accordance with 16.5 if s/he is called into work after Noon on December 24th providing December 24th falls on a Monday, Tuesday, Wednesday or Thursday that year.

16.2.3 For permanent full-time employees, full-day holidays that fall on an employee's regularly scheduled day off, s/he may elect to receive one of the following: **equivalent** hours of **base holiday** pay **equal to the number of hours the employee normally works** during the week in which the holiday occurs, or a day off with pay in the **same** work week **which the holiday occurs**, immediately prior to **or following** the holiday.

16.2.4 If an observed full-day holiday occurs during the work week in which an employee is actually on schedule vacation, the employee will not be charged a vacation day for the day of the observed holiday. This provision also applies in those years that Christmas Eve falls on a Monday, Tuesday, Wednesday or Thursday.

16.3 Permanent Employees Working a Seven-Day Coverage Schedule

16.3.1 Seven-day coverage employees means employees who work a five (5) day schedule that is other than a Monday through Friday schedule. This designation may apply on either a seasonal or year-round basis.

16.3.2 Payment for New Year's Day, July 4th and Christmas Day shall be on the actual, not the observed, holiday for seven-day coverage employees. Payment for all other holidays shall be on the observed holiday. Payment for full-day holidays

(actual or observed) shall be base holiday pay equal to the number of hours the employee normally works that day of the week.

16.3.3 For full-time employees, the employee has the options described in 16.3.2 above if one or more of the actual full-day holidays listed above in 16.3.2 falls on an employee's scheduled day off. The provisions of 16.2.3 are also applicable if the employee is not regularly scheduled to work on the observed date of one or more of the holidays not specifically listed above.

16.3.4 Seven-day coverage employees receive a half-day holiday on Christmas Eve in those years that December 24th falls on a day that the employee is regularly scheduled to work. The employee will receive holiday base pay for the second half of their shift and will receive holiday premium pay as described in 16.5 if required to work during the second half of their shift.

16.4 Permanent-Part-Time Employees

16.4.1 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.

16.4.2 Part-time employees who work on a holiday receive holiday premium pay as outlined in 16.5 below, for the actual hours worked on the holiday.

16.4.3 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.

16.5 Holiday Premium Pay

16.5.1 Except as provided in 16.5.3, employees who work on an observed holiday during the twenty-four (24) hour span of the observed holiday, or in the case of Christmas Eve during the second **half of the hours normally worked during their** shift, shall be entitled to their base pay, plus one and one-half (1-1/2) times their base hourly rate for all hours worked during the normal **scheduled** work shift of the employee. **The twenty-four (24) hour span for any overlapping shift, starts at the beginning of the shift.**

16.5.2 Any hours worked in excess of **the number of hours the employee is normally expected to work** during the above-described holiday period shall be compensated at a rate of two (2) times the employee's base hourly rate.

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

16.5.3.1 double time their base hourly rate; or

16.5.3.2 compensatory leave earned at the double time rate.

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

16.5.4.1 Sanitation and Recycling collection will be picked up on the actual or observed holiday and will be staffed using unit volunteers from throughout the Department during both non-winter and winter months. Employees will receive overtime pay for only the actual hours worked on the Saturday, as well as holiday base pay if the observed holiday is worked. Solid Waste unit employees shall be given priority over other Department unit employees for such overtime. The practice of starting Holiday pick-up at 0700 instead of the normal start time will cease.

16.5.4.2 Notwithstanding the above, a minimum of seven (7) Solid Waste unit employees shall be required during holiday collection and Saturday collection before or after a holiday. The remaining six (6) employees necessary to fully staff this operation may come from employees who volunteer for this purpose by signing the overtime volunteer book in the Department's Communications Center.

16.5.4.3 If the Solid Waste Section fails to acquire the seven (7) volunteers from within its ranks or the six (6) Departmental volunteers necessary to satisfy the staffing requirements outlined in 16.5.4.2 above, the remaining positions shall be filled on a mandatory basis via reverse seniority from the remaining Solid Waste employees who did not volunteer.

16.6 Public Works employees working the weekend shift during the winter period shall be paid as follows:

16.6.1 If the holiday falls on an employee's regularly scheduled work day but the employee is not scheduled to work that day, the employee will receive **thirteen**

(13) hours of base holiday pay at their straight time hourly rate.

16.6.2 If the holiday falls on an employee's regularly scheduled work day and the employee is scheduled to work that day, the employee will receive base holiday pay plus actual hours worked at time and one-half times their straight time hourly rate during the 24-hour span of the holiday. In the event the employee works more than their regular scheduled hours, they will receive double time instead of time and one-half for any hours worked in excess of **thirteen**.

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

17. VACATIONS

17.1 Subject to the limitation on accumulation and earning of vacation leave set forth in Subsection 17.4 vacation leave shall be earned from the date upon which the employee is first covered by this Agreement. Other non-bargaining unit employment with the City will be credited provided it is consecutive City service.

17.2 Except as provided in Appendix G, vacation leave shall be earned by permanent full-time employees at the rate of 1.54 hours per week in the first through the second year of service; 2.31 hours per week in the third through sixth year of service; 3.08 hours per week in the seventh through nineteenth year of service; and 3.85 hours per full payroll week in the twentieth and each succeeding year of service. The weekly earnings rate shall be adjusted in the final week of the calendar year in accordance with annual accrual amounts of 80 hours, 120 hours, 160 hours, and 200 hours. This 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.

17.3 Vacation leave earnings shall be credited and posted on a weekly basis. For purposes of this Article, years of service is defined as permanent consecutive City service.

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

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

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

17.4.2.1 Any employee with 20 years of service or more may accumulate up to 200 hours; however the maximum payout for vacation leave will remain at 160 hours.

17.4.3 In the event that an employee has accumulated the maximum amount of leave,

including time converted from sick to vacation leave pursuant to Article 24.3, Conversion of Sick Leave, such employee shall not earn any additional vacation leave. The employee will begin earning vacation leave again in the month in which the earned leave drops below the maximum, but such earnings shall not be retroactive.

17.5 Vacations shall be scheduled by the Department Head or designee, throughout the calendar year as long as such scheduling does not interfere with normal work-flow requirements as determined by said Department Head. Subject to the foregoing, seniority of employees within division will be the basis for scheduling vacations.

17.6 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 designee.

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

17.8 Vacation Call-In Pay

17.8.1 An employee who is actually on scheduled vacation and is called in to work once the vacation has started shall be paid a rate of two and one-half (2 1/2) times his base hourly rate for all hours worked during his normal work shift of eight (8), ten (10) or twelve (12) hours. Any hours worked in excess of the employee's normal work shift during vacation call-back time shall be compensated at the rate of three (3) times the employee's base hourly rate. In addition, the employee called in from vacation time shall have his lost time 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.

18. INSURANCE

18.1 Life Insurance

18.1.1 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.

18.1.2 The City agrees to continue life insurance deductions on a pre-tax basis as

provided by the Internal Revenue Service.

18.2 Medical Insurance

18.2.1 The City provides a self-insured health insurance benefits program with claims administration by a third-party administrator.

18.2.1.1 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.

18.2.1.2 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.

18.2.1.3 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.

18.2.2 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 18.2.5 below.

18.2.3 For employees who are hired into a permanent position on or after March 1, 1985, the City will pay the full cost of the medical insurance premium for an individual subscription per employee and for one-half (1/2) of the cost of the family subscription for an employee who is eligible for and who elects to have said family medical insurance coverage. Employees are responsible for the full payment of the +19 premium. Effective January 1, 2005 there will be no separate +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. 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%).

18.2.4 The City's contribution for the individual or family premium as determined under subsections 2 or 3 above will be prorated for permanent part-time employees as provided in Appendix A.

18.2.5 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 he/she 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 18.2.1 - 18.2.4 above.

18.2.6 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.

18.2.7 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.

18.2.8 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.

18.2.9 Re-opener: Notwithstanding any provision of this Agreement, either party may reopen this health insurance article and the salary article on or after July 1, 2001. The salary article shall only be reopened if the health insurance article is renegotiated and upon request of either party. Any subsequent negotiations shall be conducted in accordance with the most recent executed ground rules.

18.2.10 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.

18.2.11 Except as provided in 18.2.12.1 below, the City agrees to continue health care benefit deductions on a pre-tax basis as provided by the Internal Revenue Service.

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

claiming an individual as a domestic partner.

18.2.12.1 The portion of the employee's health insurance contribution for domestic partner coverage as outlined in 18.2.3 above will be taken on a post-tax basis.

18.2.12.2 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.

18.3 Income Protection and Dental Insurance Deductions

18.3.1 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. Following contract execution employees will have the option to participate in the MMEHT Income Protection Plan.

18.3.2 Employees may participate in any dental insurance plan which may be made available to employees at their own cost and through payroll deductions. Employees may enroll a spouse and dependent children on the plan. Employees may enroll a domestic partner on the plan providing the employee satisfied 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.

19. PENSIONS

19.1 The City is a participating local district under the Maine Public Employees Retirement System (MainePERS). Permanent/project 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.

19.1.1 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.

19.1.2 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. Maine Revised Statutes Title 5, Section 18252-B sets forth the employee and employer contribution rates.

- 19.2 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.
- 19.3 The Union agrees not to grieve, arbitrate nor litigate on behalf of any employee(s) any claim or claims, directly or indirectly, arising out of the City's practice in regard to employee voluntary buy-back, solely at employee expense, of retirement service for the first six months of employment for employees hired prior to July 1, 1984.
- 19.4 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.

20. REGULAR HOURS OF WORK

- 20.1 The regular work week shall consist of five (5) consecutive days. The regular hours of work, or shift, shall be eight (8) consecutive hours, excluding interruptions for lunch or meal periods. Upon mutual agreement between the City and the Union the regular work week may be modified in whole or in part to meet the service needs of the citizens of Portland and to provide flexibility to the employees. Ten (10) hours worked shall constitute a day's work and forty (40) hours worked shall constitute a week's work at base hourly rates of pay for employees on a four (4), ten (10) hour day work schedule. **Thirteen (13)** hours worked shall constitute a day's work and **thirty-nine (39)** hours worked shall constitute a week's work at base hourly rates of pay for employees on a three (3), **thirteen (13)** hour day work schedule. A proposed modification which affects one or more but not all divisions will be voted on by the affected sections within the affected division, provided the modification relates to hours of work and related articles only.
 - 20.1.1 There will be two weekend schedules, in addition to the three (3) five-day weekday shift schedules, at Public Works during the winter period. The weekend schedules will consist of three **13** hour shifts on Friday, Saturday, and Sunday.
- 20.2 Each employee shall be scheduled to work a shift with regular starting and ending times. Upon the determination by the City of its staffing needs, assignments to work weeks and shifts shall be made from the classification or classifications needed. Except as provided in 20.2.1, 20.2.2 and 20.2.3 below, such shift assignments shall be made first on the basis of volunteers by seniority and then on the basis of inverse seniority, defined as time in the classification. Work schedules showing employee shifts, work days, and hours shall

be posted on all department bulletin boards at all times. Work schedules shall not be changed, except for emergencies or for good cause, including, but not limited to achieving operating economies, adjusting to technological changes, affecting a change in work program, or reflecting a change in work site. Except in the event of an emergency, the City agrees to provide employees a minimum of two (2) weeks' notice of work schedule changes by posting such changes on departmental bulletin boards.

20.2.1 A designated representative from the Department of Public Works will distribute a Labor and Trades Winter Shift Assignment Selection Sheet at the beginning of September to all employees subject to winter shift assignments. Employee's preferences for winter shift assignments will be selected with this Selection Sheet and submitted to the designated representative prior to September 15. The designated representative from the Department of Public Works will put the shift list together based on seniority. Public Works positions that are exempt from winter shift assignments will be listed in Appendix H. The City will finalize the winter shift schedule on or before October 1.

20.2.2 Assignment of Public Works employees eligible to bid on the **first**, second, third week day shifts **and the weekend day and weekend night shifts** shall be on the basis of overall bargaining unit seniority.

20.3 Except as provided in 20.3.1 or 20.3.2 below, unpaid lunch or meal periods of thirty (30)-minutes shall be in the middle of the work shift. Morning and afternoon coffee or rest breaks of fifteen (15) minutes maximum duration shall be granted by the supervisor, but no such break need be granted during periods of emergency operation affecting the health, safety, and property of Portland's citizens. The supervisor of crews working in areas where coffee is not readily available shall have complete discretion as to the number of employees who can leave the job site, and how coffee or refreshments are obtained. Employees in the unit shall have a ten (10) minute cleanup period immediately prior to their lunch period and immediately prior to the end of their shift, except during periods of emergency operation affecting the health, safety and property of Portland's citizens. Modifications shall be allowed upon mutual agreement between the City and the Union.

20.3.1 **Employees working in Public Works will receive a paid lunch during the winter period.**

20.3.2 **For all other departments**, with the approval of the Department Director, or Designee, employees working in certain divisions and sections may have the option of a thirty (30)-minute paid meal break in the field. The meal break shall occur as close to mid-shift as possible, at the discretion of the Supervisor. A twenty (20)-minute mid-morning break may also be taken in the field. One person may be designated to obtain food and beverages for the crew. The break will not start until the "runner" returns with food and work will resume at the end of the specified mid-morning break (20 minutes) or meal break (30 minutes.) If a store or restaurant is located adjacent to a work site employees may purchase food during the 30-minute meal break, but the total meal period will not exceed 30-

minutes. The two, 10-minute wash up periods are eliminated before lunch and at the end of the work shift. The end of the work shift shall be thirty (30) minutes earlier. Punch out time is five (5) minutes prior to the end of the shift. Crews may break down work sites ten to twenty minutes prior to punch out time in order to allow adequate travel time back to a central location. The location of the job site and distance from the central home base will determine the time in which work sites are broken down. Managers and Supervisors shall have discretion to determine when it is feasible for breaks and meals to be taken on-site due to severe or inclement weather conditions. Modifications shall be allowed upon mutual agreement of the City and the Union.

20.4 Incentive Work Schedule

20.4.1 The City agrees to continue to permit employees assigned to the Sanitation and Recycling section of Solid Waste to work an "incentive" work schedule, which will provide that employees may leave work prior to the end of their shift if the Solid Waste Supervisor determines that all required work within the section is completed. Employees may be required to stay after the required work within Sanitation and Recycling is completed to assist with snow plowing and winter operations, holiday trees collection (two weeks), fall leaf collection (four weeks), and emergency situations. When required to stay and work on the above-mentioned operations, Sanitation and Recycling section employees are eligible for overtime pay after the completion of their normal work shift of eight (8) hours. The "incentive" will apply when the employees of this division are not required to move into one of the above-mentioned operations. Such determinations will be made by Department management.

20.4.1.1 Employees within the **Solid Waste section** may be assigned to either the Sanitation crew or the Recycling crew. Within this section employees will have a primary assignment to either the Sanitation or Recycling crew but management may use people in either program as needed. For example, management may utilize staff normally assigned from one crew to supplement the other crew to cover full or partial day absences or to temporarily readjust staffing in the event of equipment failures or other unanticipated events as well as the management of daily workload issues. Temporary changes in assignments shall not be made in an arbitrary or capricious manner.

20.4.1.2 The Department's prior practice of regularly supplementing the Sanitation crew with Districting personnel has been discontinued.

20.4.1.3 Maintenance Worker II's assigned to Sanitation and Recycling will be covered by this provision (Incentive Work Schedule) only on the days they are assigned to a packer or

recycling truck for their full shift. On days they are not assigned to a packer or recycling truck, they will be required to work a full eight (8) hour shift performing other duties within the Division as assigned by the Solid Waste Supervisor, Solid Waste Coordinator, or designee.

20.4.2 Any hours not actually worked up to eight hours under the incentive plan shall be compensated at the individual's regular rate of pay and shall count as hours worked under Article 14, Overtime, and Article 15, Meal Allowance, in accordance with the collective bargaining agreement.

20.4.3 Employees regularly assigned to perform Sanitation and Recycling duties will not be subjected to winter shift schedule changes; they will, however, be subject to mandatory overtime. When required to assist with the plowing of snow during their regularly scheduled shift, which shall occur in those emergency situations when the Director determines that plowing takes priority over Sanitation and/or Recycling duties, the incentive schedule will not apply for the designated shifts.

20.4.4 The City reserves the right to discontinue the incentive work schedule for employees in the Sanitation and Recycling subsection of Solid Waste with a ninety (90) day written notice to the Union. Thereafter, the Union reserves the right to bargain over the impact of such decision.

21. NIGHT SHIFT AND IN-CHARGE DIFFERENTIAL

21.1 Night Shift Differential

21.1.1 Except as provided in 21.1.2 below, 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. shall receive a shift differential allowance of forty-five cents (\$.45) per hour for the entire night shift. Employees who work a night shift on a regular basis with fifty percent (50%) of regular hours being worked after 11:00 p.m. shall receive a shift differential allowance of sixty-five cents (\$.65) per hour.

21.1.2 Employees in the Public Works Department **or Parks, Recreation and Facilities department** who work the week end shift schedule during the winter will receive **\$.50 cents** per hour associated with the weekend day schedule and a **\$.75 cents** per hour associated with the weekend night schedule.

21.2 In-Charge Differential

21.2.1 The Director of Health and Human Services or designee may designate a member of the maintenance staff of the Barron Center to provide supervision to the maintenance crew. Such employee will receive additional pay of \$1.00 per hour for performing these duties.

21.2.2 The Director of Health and Human Services or designee may designate a member of the maintenance staff of the Social Services Division to provide supervision to the Social Services facilities staff and to assist the Social Services Facilities Manager with determining future building and plant needs. Such employee will receive additional pay of \$1.00 per hour for performing these duties.

21.2.3 Employees who maintain a current State of Maine Municipal Right-of-Way Pesticide License, Category 6 A/D, shall be paid a \$1.00 per hour stipend for the actual hours worked performing an authorized pesticide spraying operation.

21.2.4 The Airport Manager or designee may designate a third-shift Airport Maintenance Worker to be in-charge of third-shift maintenance personnel as described in Appendix J. Such employee will receive additional pay of \$1.25 per hour for performing these duties.

21.2.5 Mechanic and Autobody Repair personnel in Fleet Services who possess up-to-date ASE and/or EVT certifications will be compensated with a \$.25 per hour stipend for each certification up to a maximum of eight (8) total certifications.

21.2.6 Welding personnel in Fleet Services are eligible for a \$1.00 per hour stipend after obtaining an American Welding Society Unlimited Thickness Plate certification or \$1.00 per hour after obtaining a Pipe Certification from the State of Maine Board of Boilers and Pressure Vessels. Maximum welding stipend allowed is \$2.00 per hour.

21.2.6.1 A designated Island employee may qualify, with provided proof of certification, for the welding stipend for all hours worked.

21.2.7 Employees will receive stipends listed above in 21.2.5, 21.2.6 **and 21.2.6.1** after they provide written proof to the Fleet Services Manager or Principal Administrative Officer that they have obtained the required certification(s). Stipends shall be effective at the start of the next payroll period following submission of the proof of the certification(s) to the City.

21.2.8 The Public Works Director or designee may designate a Mechanic III at Fleet Services to be the Lead Heavy Equipment Technician. Such employee will receive additional pay of \$1.00 per hour to perform the duties as required by the Fleet Manager.

22. HIGHER PAY FOR HIGHER CLASSIFICATION OF WORK

22.1 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.

- 22.2 Any employee who is temporarily assigned to work of a higher classification for which a higher rate of pay is applicable shall, if he performs such work for a minimum of one full hour, be paid at the "6 month to 1 year" pay step in the higher classification or the first step in the higher classification which guarantees a minimum of a three-percent increase in pay, whichever is greater. This provision applies to higher class assignments in Local 481-00 and Local 481-07.
- 22.3 Employees who are assigned work in a higher classification for **eight (8)** consecutive workdays or more shall be entitled on the **ninth** workday of such assignment to compensation at the appropriate seniority step of the higher classification pay grade. Vacation leave or holidays shall be paid at this higher rate beginning on the **ninth** day of the employee's assignment to the higher classification of work.
- 22.4 Should an employee be temporarily assigned to work of any lower classification, they shall not suffer any reduction in his negotiated rate of pay while so working.
- 22.5 Maintenance Workers (pay grade 14) who are assigned to dig graves using a backhoe in the Cemeteries will be paid as Maintenance Worker I (pay grade 16) in accordance with 22.2 or 22.3.

23. TOOL ALLOWANCE

- 23.1 The City and the Union agree that employees who are required to furnish tools in the classifications listed below shall be entitled to a three hundred-fifty dollar (\$350.00) tool allowance per fiscal year for tools purchased during that fiscal year. The tool allowance shall be paid to the employee only upon presentation to the City of proof of purchase of a tool and the cost thereof. The employee will receive reimbursement within a thirty (30) day period. Employees will have their tool allowance frozen upon resignation. Employees who terminate mid-year will have their tool allowance pro-rated for that year and any overpayment will be deducted from their separation pay.

Classification List

Trades Worker I, II and III

- 23.2 The City and Union agree that employees who are required to furnish tools in the classifications listed below shall be entitled to a **six** hundred dollar (**\$600**) tool allowance for tools purchased during that fiscal year. **The tool allowance will increase by \$50 for fiscal year 2018 and by another \$50 for fiscal year 2019.** The tool allowance shall be paid to the employee only upon presentation to the City of proof of purchase of a tool and the cost thereof. The employee will receive reimbursement within a thirty (30)

day period. Employees will have their tool allowance frozen upon resignation. Employees who terminate mid-year will have their tool allowance for the year pro-rated and any overpayment will be deducted from their separation pay.

Classification List

Autobody Repair Worker
Mechanic I
Mechanic II
Mechanic III
1st Class Welder
2nd Class Welder
3rd Class Welder

- 23.3 Airport Maintenance Workers and Assistant Airport Facilities Technicians will be issued an initial tool pouch upon hire by the Department that will contain the tools necessary to their job. The list of tools that are currently being provided are listed in Appendix J (Jetport). They will be expected to use these tools for work purposes only and to take proper care of them. In the event a tool is damaged during performance of City work, the Department will replace the tool. The employee will be personally responsible for replacement of City issued tools that are used for non-City purposes. All tools will be returned to the City at termination of employment.
- 23.4 The tools purchased in accordance with this article are tools that are used on a regular basis by the employee for their City job. Such purchases are to be pre-approved by the employee's Division Head or designee.

24. SICK LEAVE

- 24.1 For full-time employees who work the standard 5-day schedule sick leave shall accrue at the rate of 1.85 hours per week beginning with the first payroll week of service with unlimited accumulation. Full-time permanent employees who work a 3-day or 4-day schedule shall accrue sick leave at the rate of 2.31 hours per week beginning with the first payroll week of service with unlimited accumulation. The weekly earnings rate shall be adjusted in the final week of the calendar year in accordance with the annual accrual amount of 96 hours for employees working a 5-day schedule and 120 hours for employees working a 3-day or 4-day schedule. The year-end adjustment for employees who have not been employed as a permanent employee for the full calendar year will be based on a pro-ration of the annual amount.
- 24.2 Sick leave may be used only in the following cases:
- 24.2.1 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.

24.2.2 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.

24.2.3 Employees who wish to use sick leave to care for a domestic partner in accordance with 24.2.2 above must satisfy the City's eligibility requirements for claiming an individual as a domestic partner.

24.3 Conversion of Sick Leave to Vacation

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

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

24.3.3 Employees may make one of the above elections only once for any consecutive twelve month period, and only once during any twelve month period.

24.4 Conversion of Sick Leave to Personal Leave

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

24.4.2 Sick leave will be converted to personal leave at the time the conversion is elected and the personal leave balance will change as personal leave time is used.

In no event shall the employee's personal leave balance exceed two (2) days in any fiscal year. At the end of the fiscal year, each employee may elect one of the following options: (1) convert unused personal leave to sick leave; or (2) retain unused personal leave for use in the next fiscal year; or (3) convert additional sick to personal leave, providing the total balance of personal leave for the upcoming fiscal year does not exceed two (2) days.

24.4.3 Personal leave is intended to be used for personal needs and is not to be used to circumvent departmental procedures for processing vacation requests. When using personal leave time, the employee is not required to give the reason for the use of such time. However, the employee will give the Department Head or designee as much advance notice of the use of personal leave as the circumstances permit and will comply with the minimum notice requirements listed below. Personal leave requests will not be approved on a retroactive basis.

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

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

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

25. ON-THE-JOB-INJURIES

25.1 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.

25.2 Transitional Work

25.2.1 It is the goal of the City of Portland to assist an employee who sustains a work-related injury to return to the position they held at the time of their injury. To that end, the City has defined specific work assignments or "Transitional Work" that will be made available to those injured workers who, in the judgment of the City, will probably be able to return to "Regular Work" within three years of the date of injury. This decision will be based in part on information provided by health care professionals.

25.2.1.1 "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.

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

See Appendix E-2 for a sample Transitional Work agreement.

25.2.2 Eligibility

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

25.2.3 Duration of Assignment

An employee who meets the eligibility requirements in this policy will be assigned to the next available Transitional Work assignment and will be permitted to work up to 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 the Transitional Work, it becomes evident to the City that the injured worker probably will not be able to return to Regular Work within three (3) years of the date of injury, the Transitional Work may be terminated. Such employees retain any rights they may have under M.R.S.A. Sec. 217 with regard to employment rehabilitation.

25.2.4 Re-Employment within Three Years of Date of Injury

25.2.4.1 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.

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

25.2.4.3 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 injury, pay and benefits shall be determined by the City under the appropriate bargaining agreement and with the 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.

25.2.4.4 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.

25.2.4.5 This section assumes that the employee remains in active status and has not been terminated in accordance with 25.4.2. In the event that an employee terminated in accordance with 25.4.2 becomes capable, within the 3-year period from date of injury, of performing his/her previously held position, s/he will be returned to that position if it is vacant and will receive the contractual rate of pay for that position. If the previously held position is not available or another position in that classification is not available, s/he will be placed in a vacant bargaining unit position as soon as a position the employee is qualified to perform becomes available. The employee will receive the rate of pay they were receiving when they were terminated for the remainder of the three (3) year period or the contractual rate of pay for that position, whichever is greater, until a position in the previously held classification becomes available.

25.3 Except as provided in 25.3.2 below, effective January 1, 2004, employees out on Workers' Compensation must pay their pension contribution based on the wage portion of the Workers' Compensation benefits that the employee receives. All pension payments will be made pursuant to the rules of the Maine Public Employees Retirement System. If payment is not made within thirty (30) days of when the employee receives the Workers' Compensation benefit, the employee will be responsible for accrued interest until all contributions are paid.

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

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

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

25.4 Termination of Employment

25.4.1 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 90-day notification.

25.4.1.1 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 the time of termination, whichever is greater.

25.4.2 If unable to return to Regular Work by the date specified in the ninety (90) day notification listed in 25.4.1 above and, providing the updated medical report 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 25.2.4 will apply if the employee is capable of performing another permanent budgeted position within the City that is available within the ninety (90) day period.

26. UNUSED SICK LEAVE UPON SEPARATION

26.1 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/her accumulated unused sick leave up to a maximum of ninety (90) days of pay.

26.2 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, he/she 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.

26.3 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.

- 26.4 In the event of death in the line of duty of an employee, the City shall pay one hundred percent (100%) of his/her total accumulated unused sick leave balance to the employee's designated beneficiary or estate.
- 26.5 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.

27. LEAVES OF ABSENCE

27.1 Short-Term Leave of Absence

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

27.2 Special Leaves (Long-Term)

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

27.3 Family Medical Leave

27.3.1 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 1250 hours in the last twelve months **may be** entitled to up to twelve (12) consecutive weeks of Family Medical Leave in any twelve month period. The twelve month period during which this entitlement may occur is measured backward from the date the employee's first FMLA leave begins.

27.3.2 **Whenever possible**, the employee must give at least thirty (30) days notice **to their department Human Resources representative** of the intended date upon which family medical leave will commence and terminate, unless prevented by medical emergency from giving such notice. The leave may be consecutive, intermittent, or on a reduced hourly schedule if the City and employee agree, or if medically necessary. Upon request, the employee shall provide medical certification, in the form of a completed City of Portland Health Care Provider Certificate Form, of the need for the leave. FMLA leave is governed by the requirements of the state and/or federal FMLA laws, as they apply. If the requirements, benefits, definitions and/or scope of FMLA changes during the term of this Agreement, such changes are automatically incorporated by this Agreement.

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

27.3.4 Substitution Provision – Paid

The City may require the use of accrued paid benefit leave, including sick leave, vacation leave, personal leave and compensatory time to the extent that it is allowed under State and/or Federal Family Medical Leave laws while the employee is on an unpaid Family Medical Leave or extended medical/disability leave of absence.

27.4 Disability Leave

27.4.1 When disabled, an eligible employee may be placed on an unpaid leave of absence not to exceed three months if (1) either the employee or his/her attending physician requests same, or (2) the employee's attendance or performance becomes unsatisfactory because of the disability. Should the Department Head determine that an employee's attendance or performance is unsatisfactory because of a disability, the employee may be required to take a leave of absence. In making such a determination, the Department Head shall place major emphasis upon the recommendation of the employee's physician, as the recommendation concerns the employee's health and physical capabilities. In the event the employee does not have a physician, the Department Head may direct the employee to go to a physician selected by the City. In order that such physician shall have the necessary facts upon which to base his/her recommendation, the Department Head and the Director of Human Resources shall furnish the physician

with a statement concerning the requirements of the job and the conditions under which it is performed. In any instance in which the Department Head requires the employee to go on leave of absence, if the affected employee files a grievance, the burden of proof shall then be upon the City as to the correctness of such determination. In the event such determination is found to be unjustified, the employee involved shall be reimbursed for all lost time and/or restored all lost sick leave credits. The initial twelve (12) week period of disability leave will be processed as Family Medical Leave if the disability is covered by the Family Medical Leave Act.

- 27.4.2 Except for emergencies, the employee shall submit written notification to the Department Head at least two weeks prior to his/her anticipated departure stating the probable duration of the leave. The Department Head may require the employee to provide a statement from his/her physician setting forth (1) the anticipated duration of the disability, and (2) whether the employee may continue to perform his/her work assignments.
- 27.4.3 Upon written request of the employee submitted to the Department Head at least two weeks prior to the expiration of the granted leave, and at the discretion of the City Manager, after recommendation of the Department Head and the Director of Human Resources, a disability leave of absence without pay may be extended or renewed for an additional period of time but not to exceed a total of twelve months duration.
- 27.4.4 Disabilities caused or contributed to by pregnancy are, for all job-related purposes, temporary disabilities.
- 27.4.5 Accumulated sick leave benefits shall be applied to any portion of the requested or required leave so eligible at the option of the employee, but cannot be used to extend a disability leave beyond the twelve-month period.
- 27.5 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 service.
- 27.6 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 27.3.2.
- 27.7 Any leave of absence taken in accordance with this Article (Article 24) shall not be deemed a break in service for seniority purposes. The City shall continue to provide the employee with health insurance coverage for the duration of any authorized leave. Employees shall not accrue sick or vacation leave or receive payment for holidays for the duration of any authorized leave that exceeds twelve (12) weeks in duration.

28. OTHER LEAVE

28.1 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, a child or a 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. Not more than eight (8) hours per day (10 hours for employees working a four/ten schedule or 12 hours for employees working a 3-day winter weekend schedule) shall be paid under this Article. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral. Immediate family is defined to mean brothers, sisters, half-brothers, half-sisters, daughter-in-law, son-in-law, mother-in-law, father-in-law, grandparents, grandchildren, step-children, children of a domestic partner, step-parents, sister-in-law and brother-in-law. Immediate family also includes members of domestic partner's family similarly related providing the employee meets the City's eligibility requirements for claiming an individual as a domestic partner. An employee may use three (3) more calendar days of bereavement leave chargeable to sick leave immediately annexed to the initial leave if in the sole opinion of the Department Head 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 24.3, Sick Leave Conversion to Vacation.

28.2 Funeral Leave

In addition to the foregoing, one (1) day (8 hours for employees working a 5-day schedule, 10 hours for employees working a four/ten schedule or 12 hours for employees working a 3-day winter weekend schedule) may be used for attendance at the funeral of the following relatives: aunt, uncle, niece, nephew, or other relative living in the same household or a domestic partner's relative that is similarly related providing the employee meets the City's eligibility requirements for claiming an individual as a domestic partner.

28.3 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.

28.4 Military Leave

Military leave and rights 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.

28.5 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 regular weeks pay of the employee had he/she been in the City service during this period. The employee using Reserve Service Leave shall furnish his/her Department Head with an official statement of reserve service pay received.

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

28.7 Jury/Witness Pay

28.7.1 The City shall pay to an employee called for jury duty the difference between his/her regular pay and his/her juror's pay. 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 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 him/her for the period served as a juror.

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

28.8 Jury/Witness Duty

In the event an employee is called to jury duty or is subpoenaed as a witness in a case (wherein the employee is not a plaintiff or a defendant in the case), he/she shall be granted leave to fulfill that obligation. The employee will be excused from the shift that encompasses the majority of hours on the same calendar day as the jury/witness duty.

All jury/witness duty requests must be pre-discussed with the Department Head or

designee. The Department Head or designee and the employee will predetermine based on the specific situation whether the employee will be available to work for a full or partial shift.

An employee who is excused by the Court earlier than originally anticipated is required to contact their immediate supervisor promptly. The supervisor will determine if there is work to be done and whether or not the employee will be required to report for City duty on that day.

Employees who work part time will be granted leave with pay for the hours or days that the employee is excused for jury duty and for which the employee was scheduled to work.

Employees on jury/witness duty leave when a City holiday occurs will receive their normal holiday pay. Actual jury duty service on a holiday will not result in any additional compensation or time off since jury duty service is not considered to be City employment.

29. PERSONNEL EVALUATIONS

- 29.1 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.
- 29.2 The AFSCME Performance Appraisal Committee shall continue to meet on an as needed basis during the term of this agreement to monitor the effectiveness of the appraisal process and to recommend changes as appropriate.

30. CLOTHING

- 30.1 All employees in the Unit shall wear the clothing provided by the City during work hours, and maintain a clean and neat appearance. Employees shall report to work with the City-provided personal protective equipment (PPE) necessary for their job. The Department Director, or designee, may require employees to turn in clothing and PPE provided by the City upon separation.
- 30.2 The City will make available outerwear appropriate for the work being performed on an "as needed" basis, as determined by the Department Director, or designee.
- 30.3 The City agrees to provide Mechanics with **6** sets of shirts and pants, **including six (6) summer shirts** per week through a lease agreement and 1 pair of insulated winter coveralls and 1 pair of regular coveralls per fiscal year. Mechanics who choose not to participate in a lease agreement will receive the clothing described in 30.7, below.
- 30.4 Individual Division Heads shall determine appropriate footwear for employees in their divisions. The City agrees to reimburse all employees covered by this Agreement up to a maximum of **\$200.00** towards the purchase of safety-toe footwear (as specified by the

American National Standards Institute – Z41.1 – 1967), protective toe caps, laces and boot liners per fiscal year. Remaining footwear balances at the end of the fiscal year will not be forwarded or “rolled over” to the next fiscal year. **Employees who receive reimbursement for boots within 30 days of separation with the City, will have the reimbursement deducted from their separation pay.**

The Department will contribute an additional \$75 per fiscal year towards the purchase of safety footwear for Forestry and Horticulture employees.

- 30.5 The City will reimburse employees up to a maximum of \$150 during the remaining term of this Agreement toward the purchase price of safety prescription eyeglasses (as specified by the American National Standards Institute – Z87.1.)
- 30.6 The City shall furnish employees with the personal protective equipment (PPE) necessary to perform their job. Replacements shall be on an “as needed” basis as determined by the Department Director or designee. Employees are expected to properly care for personal protective equipment issued to them.
- 30.7 The City agrees to provide employees who work predominantly a 5-day schedule with 5 summer shirts, and a combination of 5 winter shirts or sweatshirts. Employees working a 5-day schedule will be reimbursed up to a maximum of \$150 per fiscal year toward the purchase of pants. Employees who work predominantly a 4-day or 3-day schedule will receive 4 summer shirts, and a combination of 4 winter shirts or sweatshirts. Employees who work a 4-day or 3-day schedule will also be reimbursed up to a maximum of **\$150** toward the purchase of pants per fiscal year. Employees can purchase any number of pair of pants for the amount of money listed above but there will be no replacements and employees will be expected to be in proper clothing provided by the City. The City will provide employees with 1 winter jacket and replacement will be made on an “as needed” basis. **The City is not required to provide clothing if an employee is out of work during the season of issuing. The employee will be issued clothing for the season they return to work as defined in Appendix H or J.**

31. JOB TRAINING

- 31.1 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.
- 31.2 General job training will be provided periodically on an individual and group basis, both on the job and off when, in the opinion of the City, such training is necessary.
- 31.3 Maintenance Worker job titles are as follows:
 - Pay Grade 14 Maintenance Worker
 - Pay Grade 16 Maintenance Worker I

- Pay Grade 17 Maintenance Worker II
- Pay Grade 18 Maintenance Worker III

31.4 The Public Works Maintenance Worker III career ladder and re-certification program is terminated with this Agreement. Employees having attained the Maintenance Worker III classification at Public Works via the old career ladder, or through the terms of this Agreement, shall not be required to re-certify on various pieces of equipment, or other Departmental functions, in order to maintain their Maintenance Worker III classification and pay grade. Maintenance Worker III employees will be required to plow one-person during winter operations. Any Maintenance Worker II employee promoted to a Maintenance Worker III, under the terms of this Agreement, who chooses not to plow one-person during winter operations shall remain a Maintenance Worker II.

31.4.1 Maintenance Worker I employees, so classified at pay grade 14 prior to this Agreement, may be promoted to a Maintenance Worker I classification at pay grade 16 by completing the old Maintenance Worker II career ladder. The old Maintenance Worker II career ladder shall remain in force until December 31, 2009, at which time it will terminate.

31.4.2 A Public Works labor-management committee made up of equal numbers of labor and management representatives will meet regularly to discuss training needs. The Committee will meet monthly unless it is mutually agreed that less frequent meetings are needed. The labor-management committee will provide Department management with a list of employees who need training and also the type(s) of training needed. The committee will monitor the timeliness of training and will provide department management with input regarding the provision of regular on-the-job and new hire training that will result in a well-trained, productive work force.

31.5 If the City requires specific training for existing employees in a given classification, the City will pay for the course work and will provide straight time pay for all hours spent in training beyond the normal work day, straight time until total hours worked that week equal forty (40) and time and one-half for hours over forty (40) in accordance with the Fair Labor Standards Act.

31.6 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.

31.7 When the employee is required by the City to travel overnight, the City agrees to reserve the overnight accommodations and pre-pay the lodging expenses. Employees will be reimbursed for meal expenses in accordance with Administrative Regulation 1 after submitting receipts. Employees using a personal vehicle while traveling on City business

will be reimbursed in accordance with the current IRS mileage rate. Whenever feasible, the City will provide pre-paid credit cards for the purchase of fuel.

- 31.8 Any employee who is designated by the Department Director or designee to teach equipment operation to other employees shall receive a \$1.50 per hour training differential for the time spent in an authorized training session, providing the training is conducted during the employee's regular work hours. Employees who provide training outside of their regular work hours will receive time and one-half their regular base hourly rate in lieu of the training differential.

32. WITHDRAWAL OF RESIGNATION

- 32.1 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 his resignation. An employee may, with the approval of the Department Head, withdraw his resignation during the fourteen (14) day notice period. Such approval shall not be arbitrarily denied.

33. FILLING OF JOB VACANCIES

- 33.1 Except as provided in 33.1.1 and 33.1.2 below job openings shall be posted on departmental bulletin boards for a minimum of seven (7) working days. At the time of posting, the Unit Presidents will be sent selection criteria for posted openings in their Unit. The posted notice shall describe the job and any pertinent job specifications. Suitable transfers will be allowed. A transfer shall be considered suitable if it is in the same classification or is a position of equal pay grade in the unit and, in both instances, the employee must be qualified as determined by the City. If there are qualified applicants and unless there are unusual or emergency circumstances, the vacancy shall be filled within thirty (30) 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.

33.1.1 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.

33.1.2 In accordance with past practice, the City is not required to post job openings if an additional vacancy in the same classification and same Division becomes available prior to the close of the selection process on the initial vacancy. The City will post the additional vacancy for a seven (7) working day period to determine if any additional applicants are interested in the position when the additional vacancy is in a different division or department.

- 33.2 Employees in any City Department may apply for unit vacancies which are posted. Among applicants the City considers to be qualified, the vacancy shall be filled in the following preferential order: first by the unit applicant employed by the Department in which the vacancy occurs, secondly, by the bargaining unit applicant and, thirdly, all other applicants including non-employee applicants.
- 33.3 Upon execution of this Agreement, the City retains the right to fill Maintenance Worker I vacancies, at pay grade 16 (formerly MW II position), with individuals as a Maintenance Worker, at pay grade 14 (formerly MW I position), if the selected applicant, in the sole discretion of the City, does not meet an acceptable portion of the Maintenance Worker I job requirements. If the selected employee is able to meet all the requirements of the Maintenance Worker I classification over time, the City shall have the right to promote the employee to Maintenance Worker I at pay grade 16 without posting.
- 33.4 Upon execution of this Agreement, the City also retains the right to fill Maintenance Worker III vacancies, at pay grade 18, with individuals as either a Maintenance Worker I, at pay grade 16, or a Maintenance Worker II, at pay grade 17, if the selected applicant, in the sole discretion of the City, does not meet an acceptable portion of the requirements of the Maintenance Worker III job requirements. If the selected employee is able to meet all the requirements over time, the City shall have the right to promote the employee to Maintenance Worker II, at pay grade 17, or Maintenance Worker III, at pay grade 18, without posting.
- 33.5 Employees who, pursuant to Article 31, JOB TRAINING, have completed training courses satisfactorily as determined by the City shall be given a preference for promotion over other applicants, provided that the training relates directly to the duties and/or skills required for the promotional position, and the employee is otherwise qualified for the position.
- 33.6 Should a successful applicant become convinced within the first twenty-five (25) 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 employee's Unit President notified, and the employee shall be returned to the former job. If an employee moves to a lower level position, the employee must meet all licensing requirements for the new position within thirty (30) working days of the appointment.
- 33.7 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.
- 33.8 If an individual unit applicant for a position has cause for disputing the choice of the City, he may appeal the City's action using the established grievance procedure. However, the City shall under no condition be liable for back pay or other compensation to any employee or person as a result of the disposition of any such grievance.
- 33.9 Notwithstanding the above, and regardless of whether or not the applicants are City

employees, the City may hire any qualified Island resident applicant to fill an Island position over applicants who are not Island residents.

33.10 Temporary Assignments

33.10.1 Whenever the City determines that temporary assignments are required, the most junior person in classification, based on continuous service time in classification, from the available daily work pool of employees in the Division shall be assigned the substitute work.

33.10.2 The City shall have the sole authority to determine whether workers who are normally assigned to a permanent crew shall be placed in the daily worker pool.

33.10.3 Workers assigned outside of their normal classification shall be exempt for this selection procedure based on seniority within classification, unless otherwise determined by the City.

33.10.4 Unless otherwise agreed by the City and the Union, this procedure shall be consistently applied. The most junior worker shall be the substitute assigned.

33.10.5 This provision is not intended to impact the winter work schedule.

33.11 Temporary Filling of Foreman and Supervisor Vacancies

33.11.1 The City will maintain a list of employees who are interested in filling in as Foreman or Supervisor when a temporary vacancy exists. This list will include date of request and area(s) of preference.

33.11.2 When the City determines a Foreman or Supervisor position needs to be filled on a temporary basis, the City will select someone from this list taking into consideration the following factors: job requirements, the employee's qualifications, and how often the employee has been offered a temporary Foreman vacancy during the preceding twelve month period.

33.11.3 Qualified employees will be offered such positions within their Section (if no Section exists, then within Division) on a rotating basis.

34. DISCIPLINARY PROCEDURE

34.1 No employee shall be discharged, demoted, or suspended except for just cause (including but not limited to violations of any rules as provided above) and notice of the reasons for such disciplinary action shall be stated in writing and given to the employee affected and/or the Chief Steward, but in every case to the President, within five (5) days after the

effective date of the action. Under the normal circumstances, disciplinary action shall be taken by the City within thirty (30) days of when the Department Head or his appropriate designee learns of the event giving rise to the disciplinary action. Said 30-day time frame shall not apply to disciplinary actions for abuse of sick leave. The 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.

34.2 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 11.1.3 of the procedure.

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

34.4 Written reprimands shall be removed from the personnel file after a period of two years provided that there has not been a recurrence of that offense during that two year period.

34.5 Disciplinary Suspensions

34.5.1 Employees with suspensions of two (2) days or less in their files may have those suspensions removed after a period of five (5) years or more.

34.5.2 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.

35. PERSONNEL REDUCTIONS AND SENIORITY

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

35.2 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.

35.2.1 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.

35.2.2 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:

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

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

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

35.3.1 In the event of a personnel reduction, pursuant with the execution of this Agreement, Maintenance Worker II employees in the Solid Waste Division, at pay grade 17, will be considered equal to Maintenance Worker III employees, at pay grade 18. Their seniority will be blended with Maintenance Worker III employees in determining seniority for the purposes of exercise of bumping rights. This provision applies to active Maintenance Worker II employees in the Solid Waste Division, at pay grade 17, at time of execution of this Agreement. This provision shall not apply to employees hired after April 23, 2009.

35.4 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:

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

35.4.1.1 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

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

35.4.2 If there are no vacant positions to which the employee can transfer, the employee

shall bump **the least** senior employee in the same classification in the Department. If there are no **least** senior employees in the same classification in the Department, the employee can bump **the least** senior employee so classified in the bargaining unit.

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

35.4.4 If there are no available positions under subsections 35.4.1-35.4.3 above, the employee may bump **the least** senior employee in positions which the City determines the employee is qualified to perform. Whenever an employee bumps into a new classification, the employee must have any licenses required in that classification.

35.4.5 The City's determination as to qualifications of an employee to perform a job shall be final so long as it is not arbitrary and capricious.

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

35.6 No employee may bump into a promotional position. An employee who bumps into a position under subsections 35.4.1-35.4.4 above shall be paid at the rate provided in this Agreement for that classification except as provided in 35.3.1. The appointment date of employees who bump will not change as a result of the bumping.

35.7 Employees who are laid off will receive separation pay as provided in Article 26.

35.8 Seniority rosters will be posted in work locations and sent to the Unit Chair in January of each year. Separate seniority rosters shall be maintained for permanent full-time and part-time employees.

35.9 Recall

35.9.1 Employees who are laid off or who bumped into positions under Section 35.4.1-35.4.4 above shall have an 18-month recall right to the classification from which the employee was laid off, and in the reverse order of lay off.

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

35.9.3 The City may rely on its records for the last address of the laid off employees, and may remove from the list a person who does not respond or accept recall to work within ten (10) working days after certified mailing of notification. A copy of such

recall notification shall be mailed to the Chair of the Unit for his 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.

36. SAFETY

36.1 Safety Committees shall function to review safety procedures and make advisory recommendations to Department Heads regarding new safety procedures or modifications to current safety procedures that may be needed. The Department Head or designee shall respond to all written recommendations from the Safety Committee within thirty (30) days. The departmental Safety Committees 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.

36.2 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.

36.3 Driver's Daily Checklist and Use of City Equipment

The employees agree to perform daily Vehicle Condition Reports and other maintenance checks on their vehicles as established within their particular Department. Employees agree to help maintain the condition and life of City equipment through proper and safe operation.

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

37. LICENSE REQUIREMENTS

37.1 It shall continue to be the City's policy to require employees who operate City vehicles to

have and maintain a valid Maine Motor Vehicle Operator's license as required by the employee's classification. The City will periodically verify such a license. Consequences for loss of license(s) are defined as follows:

- 37.1.1 Loss of a Maine Motor Vehicle Operator's license for a period of up to six (6) months will result in an automatic demotion for the duration of the license suspension. "Demotion" for the purposes of this policy shall be equivalent to a 10% reduction in pay.
- 37.1.2 Loss of a Maine Motor Vehicle Operator's license, or a required CDL license, if not covered under the City's Drug and Alcohol Policy, for a period of more than six (6) months will result in immediate termination of employment. Any medical condition shall be reviewed on a case by case basis.
- 37.2 The City will do license verifications. Upon request, a copy of this report will be sent to the employee.
- 37.3 Employees who are required to possess a CDL license by the City will be subject to the City's Drug and Alcohol Policy.

38. JOB SPECIFICATIONS

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

39. LEGAL AID AND PROTECTION

- 39.1 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, at 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.
- 39.2 The City will, with the consent of the employee, assume the defense of and indemnify any employee up to the statutory limit of \$400,000 of the Maine Tort Claims Act against any claim which arises out of an act or omission occurring within the course or scope of his employment and for which the City is not liable, provided that such defense or indemnification is not contrary to public policy, and the City determines that the employee

acted in good faith and did not willfully or knowingly violate any ordinance, rule, or regulation of the City.

- 39.3 In all cases in which the City has assumed the defense of an employee, the City, acting through its Corporation Counsel, has the right to arrange, at the City's expense, for an attorney selected by the Corporation Counsel, to defend the employee. In the event the City determines outside counsel is needed for a particular case, Corporation Counsel will consider counsel requests submitted by an employee but reserve the right to either approve or decline that request. Further, in all cases in which the City has assumed the defense of an employee, the Corporation Counsel may, in its discretion, authorize and accept settlement of the case. Corporation Counsel reserves the right, in his/her discretion, to consult with the City Council prior to settlement in a particular case.
- 39.4 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.
- 39.5 It is a condition of the City's obligation to defend and/or indemnify an employee hereunder that the employee shall fully cooperate with the City in any claim by or against the City regardless of whether the employee works for the City at the time that the claim is filed. "Full cooperation" hereunder shall include, without limitation, providing information to the City and its attorneys, including attorneys designated or hired by the City, appearing and/or participating as a witness in the case when requested to do so by the City, including, without limitation, participating in all pre-trial and trial proceedings. "City" as used under this section shall include officers, employees and agents of the City, including without limitation, attorneys designated or hired by the City. Except in those circumstances where such full cooperation is in conflict with the advice of the employee's legal counsel or is in violation of the employee's constitutional rights, failure to fully cooperate with the City on any case may result in disciplinary action against the employee and denial of the indemnification obligation hereunder unless otherwise required by the Maine Tort Claims Act.
- 39.6 Paragraph 39.5 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 has a duty to fully cooperate with the City as a condition of employment.
- 39.7 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.

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

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

40. PRINTING OF AGREEMENT

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

41. EMBODIMENT OF AGREEMENT

41.1 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.

42. UNIT WORK

42.1 The City reserves the right to make all decisions in regard to contracting for the delivery of City services, including the contracting of work normally done by employees in the unit and even if such contracting results in the layoff of permanent City employees. Except for emergencies, the City agrees to give the Union sixty (60) days' notice of a decision to subcontract unit work when subcontracting would result in the layoff of permanent City employees. Upon written request of the Union, the City shall negotiate the impact of the subcontracting which results in the laying off of permanent City employees. The impact

bargaining shall not serve as a bar to the implementation of the said subcontracting.

- 42.2 The City will meet with the Union to discuss the availability of positions within City government for which the laid-off employee is determined to be qualified and the availability of any training programs which may be applicable to the employee. In reviewing these placement possibilities, every effort will be made to seek matches of worker's skills and qualifications with available, comparable positions.

43. TERM OF AGREEMENT

- 43.1 This Agreement shall be effective July 3, 2016 and shall remain in full force and effect until June 30, 2019. The Union shall notify the City in writing 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 negotiations.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement by their
Representatives duly authorized on the date and year stated below.

DATED: _____

FOR THE CITY:

Jon Jennings, City Manager

Thomas Caiazzo, Chief Negotiator

FOR THE UNION:

James Mackie, AFSCME Council 93

Scott Ouillette, Labor & Trades Unit
President – AFSCME Local 481-00

Nicholas Giampetruzzi
Vice President – AFSCME Local 481-00

Michael Lamb
Chief Steward - AFSCME Local 481-00

Mike Higgins
Steward - AFSCME Local 481-00

Paul Hallstrom
Steward - AFSCME Local 481-00

APPENDIX A

DEFINITIONS OF EMPLOYMENT

- I. **Permanent Employees** are employees who are appointed to a permanently budgeted position on either a full-time or part-time basis and have completed any required probationary period for such position.
- A. **Full-time employees** are regularly scheduled to work the regular work week on a continuing basis. Such employees receive full benefits as outlined in the AFSCME Local 481-00 Agreement between the City and the Union.
- B. **Part-time employees** are regularly scheduled to work less than the regular work week on a continuing basis. Those part-time employees regularly scheduled to work 20 hours a week or more shall be entitled to the following benefits on a pro-rated basis only:
- 1) Sick leave accrual: weekly pro-ration based on either standard hours or actual hours worked (excluding hours compensated with premium pay or in excess of 40 hours), whichever is greater;
 - 2) Vacation accrual: weekly pro-ration based on either standard hours or actual hours worked (excluding hours compensated with premium pay or in excess of 40 hours), whichever is greater;
 - 3) City participation in the cost of medical insurance based on the employee's standard hours; ~~and~~
 - 4) Holidays, except that such employees shall be compensated for a holiday only if it falls on an employee's regularly scheduled work day. 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 16.5.

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

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

APPENDIX A (CON'T)

- II. **Non permanent employees** are on-call, temporary, or seasonal employees as follows, and are excluded from the provisions of this Agreement:
- A. **On-call employees** are persons who are not regularly scheduled to work, but who are available to work on an intermittent, as-needed basis. Such persons shall be paid only for those hours actually worked. A permanent City employee may work in an on-call position, such as cashier at the parking garage, on a regularly scheduled basis as a second City job, but such an employee shall be entitled only to regular pay for such hours worked and shall not be entitled to any other benefits for such on- call employment.
 - B. **Seasonal employees** are persons in positions in an industry designated by the State or by the parties as a seasonal industry, e.g. summer recreation, golf, parks and cemetery programs, Portland's Downtown District, Ferry Terminal, Construction Company and Hadlock Field. The employee will expect to be terminated at the end of the season. Such employees will be paid only for those hours actually worked. Seasonal employees are intended to supplement regular employees.
 - C. **Temporary employees** are persons who are regularly scheduled to work a standard work week or less, for a definite, limited period of time, usually not to exceed six (6) months, or who are appointed to replace an employee on leave of absence or at long-term training. Temporary employees shall not work more than six (6) consecutive months, unless they are replacing a permanent employee on leave. In such cases, employees shall have an estimated termination date from the date of initial employment, but in no case shall such term exceed more than one (1) year except with the concurrence of the Union.
 - D. **Project employees** are persons appointed to work on a special project of limited duration or to a position of longer duration not to exceed two (2) years that is funded by non-City funds; or to fill in for a permanent employee on an approved leave of absence. 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 24, PERSONNEL REDUCTIONS AND SENIORITY, will not apply to project employees and they will be terminated upon completion of the special project or elimination of the non-City funding source 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.

**APPENDIX B-1
AFSCME/LABOR AND TRADES CLASSIFICATION PLAN**

Grade 8

Grade 10

Custodial Worker
Laborer

Grade 11

Floating Custodial Worker

Grade 13

Grade 14

Building Maintenance/Custodial Worker
Maintenance Worker

Grade 15

3rd Class Welder Assistant (F)
Trades Worker I

Grade 16

Airport Maintenance Worker II
Arborist I
Journeyman Electrician
Maintenance Worker I
Mechanic I (F)

Grade 17

Maintenance Worker II
Trades Worker II

Grade 18

Arborist II
Facilities Electrician
Facilities Plumber
Maintenance Worker III
Mechanic II (F)
Parking Meter Technician III
Parks Facilities Assistant
PDD Steward
Sewer Facilities Technician
2nd Class Welder Machinist (F)
Traffic Computer Sign Operator

**APPENDIX B-1
AFSCME/LABOR AND TRADES CLASSIFICATION PLAN**

Grade 19

Arborist III

Athletic Facilities Steward
Assistant Dispatcher
Autobody Repair Worker (F)
Master Electrician (B)
Mechanic III (F)
Trades Worker III
Traffic Signal Repair Worker
1st Class Welder Machinist (F)

Grade 19M

Facilities Master Electrician (B)
Facilities Master Plumber (D)
HVAC Technician (E)
Parks Facilities Technician
Sewer Inspector
Systems and Lighting Technician (A, C)

***Airport Designations**

Grade 15A

Airport Maintenance Worker I (6 month max)

Grade 16A

Airport Maintenance Worker II
Airport Facilities Technician Assistant I

Grade 18A

Airport Facilities Technician Assistant II

Grade 19A

Airport Maintenance Worker III

Grade 19MA

Airport Airfield Electrician
Airport Facilities Technician

- (A) Employees in this classification who possess a valid State of Maine Masters Electrician License will receive a 3% stipend in addition to their base weekly pay.
- (B) Employees in this classification who possess IMSA Level II for Fire Alarms or Street Lighting will receive a 3% stipend in addition to their base weekly pay.
- (C) Employees in this classification who possess IMSA Level III traffic signal will receive a 3% stipend in addition to their base weekly pay.
- (D) Employees in this classification who possess a Natural Gas & Propane license will receive a 3% stipend in addition to their base weekly pay.
- (E) Employees in this classification who possess all three of the required will receive a 3% stipend in addition to their base weekly pay.
- (F) Employees in this classification will receive a \$1.00 per hour market rate stipend.
- (G) Employees in this classification will receive a \$.50 per hour market rate stipend.

*Employees currently in these positions will be grandfathered at current rate and stipends.

AFSCME Labor & Trades

Effective July 3, 2016

2.00%

PAY GRADE	2	3	4	5	6	7
	6 mos-1yr	1-2 yrs	2-4 yrs	4-6 yrs	6-8 yrs	8+ yrs
6	\$542.00 \$13.55	\$552.40 \$13.81	\$565.60 \$14.14	\$580.40 \$14.51	\$595.60 \$14.89	\$610.00 \$15.25
7	\$598.40 \$14.96	\$612.00 \$15.30	\$625.20 \$15.63	\$641.20 \$16.03	\$658.00 \$16.45	\$675.20 \$16.88
8	\$610.00 \$15.25	\$622.40 \$15.56	\$637.60 \$15.94	\$653.60 \$16.34	\$669.60 \$16.74	\$686.40 \$17.16
10	\$632.40 \$15.81	\$644.00 \$16.10	\$661.20 \$16.53	\$677.60 \$16.94	\$693.20 \$17.33	\$710.40 \$17.76
11	\$645.20 \$16.13	\$658.00 \$16.45	\$675.20 \$16.88	\$691.20 \$17.28	\$708.80 \$17.72	\$727.20 \$18.18
13	\$660.00 \$16.50	\$672.00 \$16.80	\$690.00 \$17.25	\$707.20 \$17.68	\$724.80 \$18.12	\$743.20 \$18.58
14	\$676.40 \$16.91	\$689.20 \$17.23	\$706.40 \$17.66	\$723.60 \$18.09	\$742.80 \$18.57	\$759.60 \$18.99
15	\$691.20 \$17.28	\$706.00 \$17.65	\$723.20 \$18.08	\$741.60 \$18.54	\$758.80 \$18.97	\$778.00 \$19.45
16	\$705.20 \$17.63	\$720.40 \$18.01	\$736.00 \$18.40	\$755.60 \$18.89	\$774.40 \$19.36	\$792.40 \$19.81
17	\$722.00 \$18.05	\$735.20 \$18.38	\$753.60 \$18.84	\$773.20 \$19.33	\$791.20 \$19.78	\$812.40 \$20.31
18	\$743.20 \$18.58	\$756.40 \$18.91	\$775.60 \$19.39	\$795.60 \$19.89	\$814.80 \$20.37	\$835.60 \$20.89
19	\$778.80 \$19.47	\$795.60 \$19.89	\$815.20 \$20.38	\$835.20 \$20.88	\$857.20 \$21.43	\$878.00 \$21.95
19M	\$877.60 \$21.94	\$904.40 \$22.61	\$932.00 \$23.30	\$959.60 \$23.99	\$988.00 \$24.70	\$1,017.60 \$25.44

AFSCME Labor & Trades

Effective July 2, 2017

2.00%

PAY GRADE	2	3	4	5	6	7
	6 mos-1yr	1-2 yrs	2-4 yrs	4-6 yrs	6-8 yrs	8+ yrs
6	\$552.80	\$563.60	\$576.80	\$592.00	\$607.60	\$622.40
	\$13.82	\$14.09	\$14.42	\$14.80	\$15.19	\$15.56
7	\$610.40	\$624.40	\$637.60	\$654.00	\$671.20	\$688.80
	\$15.26	\$15.61	\$15.94	\$16.35	\$16.78	\$17.22
8	\$622.40	\$634.80	\$650.40	\$666.80	\$682.80	\$700.00
	\$15.56	\$15.87	\$16.26	\$16.67	\$17.07	\$17.50
10	\$645.20	\$656.80	\$674.40	\$691.20	\$707.20	\$724.80
	\$16.13	\$16.42	\$16.86	\$17.28	\$17.68	\$18.12
11	\$658.00	\$671.20	\$688.80	\$705.20	\$722.80	\$741.60
	\$16.45	\$16.78	\$17.22	\$17.63	\$18.07	\$18.54
13	\$673.20	\$685.60	\$704.00	\$721.20	\$739.20	\$758.00
	\$16.83	\$17.14	\$17.60	\$18.03	\$18.48	\$18.95
14	\$690.00	\$702.80	\$720.40	\$738.00	\$757.60	\$774.80
	\$17.25	\$17.57	\$18.01	\$18.45	\$18.94	\$19.37
15	\$705.20	\$720.00	\$737.60	\$756.40	\$774.00	\$793.60
	\$17.63	\$18.00	\$18.44	\$18.91	\$19.35	\$19.84
16	\$719.20	\$734.80	\$750.80	\$770.80	\$790.00	\$808.40
	\$17.98	\$18.37	\$18.77	\$19.27	\$19.75	\$20.21
17	\$736.40	\$750.00	\$768.80	\$788.80	\$807.20	\$828.80
	\$18.41	\$18.75	\$19.22	\$19.72	\$20.18	\$20.72
18	\$758.00	\$771.60	\$791.20	\$811.60	\$831.20	\$852.40
	\$18.95	\$19.29	\$19.78	\$20.29	\$20.78	\$21.31
19	\$794.40	\$811.60	\$831.60	\$852.00	\$874.40	\$895.60
	\$19.86	\$20.29	\$20.79	\$21.30	\$21.86	\$22.39
19M	\$895.20	\$922.40	\$950.80	\$978.80	\$1,007.60	\$1,038.00
	\$22.38	\$23.06	\$23.77	\$24.47	\$25.19	\$25.95

AFSCME Labor & Trades

Effective July 1, 2018

2.00%

PAY GRADE	2 6 mos-1yr	3 1-2 yrs	4 2-4 yrs	5 4-6 yrs	6 6-8 yrs	7 8+ yrs
6	\$564.00 \$14.10	\$574.80 \$14.37	\$588.40 \$14.71	\$604.00 \$15.10	\$619.60 \$15.49	\$634.80 \$15.87
7	\$622.80 \$15.57	\$636.80 \$15.92	\$650.40 \$16.26	\$667.20 \$16.68	\$684.80 \$17.12	\$702.40 \$17.56
8	\$634.80 \$15.87	\$647.60 \$16.19	\$663.60 \$16.59	\$680.00 \$17.00	\$696.40 \$17.41	\$714.00 \$17.85
10	\$658.00 \$16.45	\$670.00 \$16.75	\$688.00 \$17.20	\$705.20 \$17.63	\$721.20 \$18.03	\$739.20 \$18.48
11	\$671.20 \$16.78	\$684.80 \$17.12	\$702.40 \$17.56	\$719.20 \$17.98	\$737.20 \$18.43	\$756.40 \$18.91
13	\$686.80 \$17.17	\$699.20 \$17.48	\$718.00 \$17.95	\$735.60 \$18.39	\$754.00 \$18.85	\$773.20 \$19.33
14	\$704.00 \$17.60	\$716.80 \$17.92	\$734.80 \$18.37	\$752.80 \$18.82	\$772.80 \$19.32	\$790.40 \$19.76
15	\$719.20 \$17.98	\$734.40 \$18.36	\$752.40 \$18.81	\$771.60 \$19.29	\$789.60 \$19.74	\$809.60 \$20.24
16	\$733.60 \$18.34	\$749.60 \$18.74	\$766.00 \$19.15	\$786.40 \$19.66	\$806.00 \$20.15	\$824.40 \$20.61
17	\$751.20 \$18.78	\$765.20 \$19.13	\$784.00 \$19.60	\$804.40 \$20.11	\$823.20 \$20.58	\$845.20 \$21.13
18	\$773.20 \$19.33	\$787.20 \$19.68	\$807.20 \$20.18	\$828.00 \$20.70	\$848.00 \$21.20	\$869.60 \$21.74
19	\$810.40 \$20.26	\$828.00 \$20.70	\$848.40 \$21.21	\$869.20 \$21.73	\$892.00 \$22.30	\$913.60 \$22.84
19M	\$913.20 \$22.83	\$940.80 \$23.52	\$970.00 \$24.25	\$998.40 \$24.96	\$1,027.60 \$25.69	\$1,058.80 \$26.47

AIRPORT PAY SCALE
AFSCME Labor & Trades
 Effective 2017

PAY GRADE	Recruit	New					
		2 6 mos- 1yr	3 1-2 yrs	4 2-4 yrs	5 4-6 yrs	6 6-8 yrs	7 8+ yrs
15A	\$17.42						
16A	\$19.36	\$20.17	\$20.62	\$21.07	\$21.63	\$22.15	\$22.67
18A	\$20.10	\$20.93	\$21.31	\$21.84	\$22.42	\$22.97	\$23.54
19A	\$21.15	\$22.04	\$22.50	\$23.06	\$23.62	\$24.24	\$24.82
19MA	\$23.79	\$24.78	\$25.55	\$26.34	\$27.10	\$27.92	\$28.76

AIRPORT PAY SCALE
AFSCME Labor & Trades
 Effective July 2018

PAY GRADE	Recruit	2.00%					
		2 6 mos- 1yr	3 1-2 yrs	4 2-4 yrs	5 4-6 yrs	6 6-8 yrs	7 8+ yrs
15A	\$17.77						
16A	\$19.75	\$20.57	\$21.03	\$21.49	\$22.06	\$22.59	\$23.12
18A	\$20.50	\$21.35	\$21.74	\$22.28	\$22.87	\$23.43	\$24.01
19A	\$21.57	\$22.48	\$22.95	\$23.52	\$24.09	\$24.72	\$25.32
19MA	\$24.27	\$25.28	\$26.06	\$26.87	\$27.64	\$28.48	\$29.34

- Effective October 2, 2017 these new Airport market rate pay plans go into effect. All stipends and additional add pays go away as they are built into the pay plan.

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.

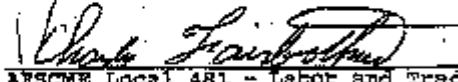
The annual performance evaluation should be a positive and constructive experience which recognizes performance that fulfills or exceeds job requirements and also develops a plan to correct or modify performance that needs improvement.

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.




CESA Local 1373

1-17-96
Date



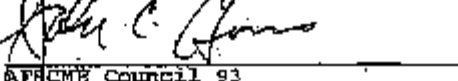
AFSCME Local 481 - Labor and Trades Unit

1-17-96
Date



AFSCME Local 481 - Supervisors Unit

1-17-1996
Date



AFSCME Council 93

1-17-96
Date

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

APPENDIX C-3 (cont'd)

Performance Review – Page 2

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

APPENDIX C-3 (cont'd)

Performance Review – Page 3

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

APPENDIX C-3 (cont'd)

Performance Review – Page 4

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:

APPENDIX C-3 (cont'd)

Performance Review – Page 5

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 D
LABOR AND TRADES
JOB FAMILIES

1. Mechanical Services

Mechanic III
Autobody Repair Worker
Mechanic II
Mechanic I

2. Maintenance Operations

Parks Facilities Technician
Athletic Facilities Steward
Maintenance Worker III/Parks Facilities Assistant/PDD Steward
Maintenance Worker II
Maintenance Worker I
Maintenance Worker
Laborer

3. Support Staff

Building Maintenance/Custodial Worker
Floating Custodial Worker
Custodial Worker

4. Welding Services

1st Class Welder Machinist
2nd Class Welder Machinist
3rd Class Welder Assistant

5. Electrical Services

Airport Airfield Electrician/Facilities Master Electrician/
Systems and Lighting Technician/Airport Facilities Technician (Electrical)
Master Electrician
Airport Facilities Technician Assistant II (Electrical)/Facilities Electrician
Journeyman Electrician/Airport Facilities Technician Assistant (Electrical)

6. Airport Facilities

Airport Facilities Technician (HVAC)
Airport Facilities Technician Assistant II (HVAC)
Airport Facilities Technician Assistant I (HVAC)

Appendix D (cont'd)

7. Airport Operations

Airport Maintenance Worker III
Airport Maintenance Worker II
Airport maintenance Worker I
Airport Airfield Electrician

8. Forestry Operations

Arborist III
Arborist II
Arborist I

9. Facilities Management

Facilities Master Plumber
HVAC Technician
Trades Worker III
Trades Worker II
Facilities Plumber
Trades Worker I

10. Positions Not Grouped

Sewer Inspector
Assistant Dispatcher
Traffic Signal Repair Worker
Sewer Facilities Technician
Traffic Sign Computer Operator

APPENDIX E-1

City of Portland Transitional Work Policy

It is the policy of the City of Portland to provide suitable return-to-work/transitional work opportunities for employees who have a work capacity, following a work-related injury or illness. These transitional work assignments are designed to enable the employee to return to work in a productive capacity, focusing on his or her abilities to work within the restrictions or limitations prescribed by the medical practitioner.

Transitional Work assignments and job restrictions are coordinated by the employee's supervisor, departmental Workers' Compensation Liaison and the Workers' Compensation and Safety Manager. Assignments are temporary in accordance with labor contracts and Workers' Compensation Law.

Each assignment requires active participation of all parties to ensure that the employee's abilities are properly matched with job requirements, thereby avoiding any further injury. Every effort is made to find work similar to the employee's pre-injury assignment but may on occasion require working in another department. The return-to-work program's ultimate priority is to have the employee return to their regular assignment in a safe and timely manner.

Any employee working a transitional work assignment or with restrictions must communicate frequently with their supervisor, Workers' Compensation liaison, and the Workers' Compensation and Safety Manager regarding worsening or improvement of their condition or changes in the prescribed restrictions.

Excerpted from July 12, 2004 revision of City's Risk Manual, Section III – Work Related Injuries and Reporting

APPENDIX E-2

TRANSITIONAL WORK AGREEMENT

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

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

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

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

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

Dated this ____ day of _____, 20____.

Employee

City of Portland

APPENDIX F

MEMORANDUM OF AGREEMENT

The purpose of this agreement is to confirm the understanding of the parties concerning the use of workfare clients.

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

APPENDIX F (cont'd)

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

For the City of Portland

Date

For AFSCME Council 93

Date

For Labor and Trades Unit

Date

APPENDIX F (cont'd)

ATTACHMENT A

City Workfare Locations and Example Assignments

Parks and Open Spaces Division:

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

Golf Course – Litter patrol, raking, mowing

Health and Human Services Department:

Barron Center – Grounds work and custodial related projects, including building maintenance.

Social Services - Oxford Street Shelter and Family Shelter - custodial and building maintenance, light clerical tasks such as filing, photocopying, etc.

Recreation and Facilities Management Department

Public Buildings Division - custodial and building maintenance

Public Services Department

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

Central Services Division - cleaning equipment, custodial services

Engineering Division:

Traffic Section - painting, sign pole straightening

Engineering Section - filing, data entry

Police Department - litter patrol, cruiser cleaning, custodial services, building maintenance

Aviation and Transportation Department

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

APPENDIX G

BARRON CENTER SIDE AGREEMENT

The City of Portland and AFSCME Local 481-00 in an attempt to institute a sick leave usage incentive program have mutually agreed to the following program at the Barron Center:

1. Notwithstanding Article 24 - SICK LEAVE and Article 17 VACATION, effective January 1, 1987 and continuing, the AFSCME Labor and Trades bargaining unit members located at the Barron Center shall be participating in the City's sick leave incentive plan.
2. Sick leave shall accrue at the rate of .92 hours per week with unlimited accumulation. The weekly earnings rate shall be adjusted in the final week of the calendar year in accordance with the annual accrual amount of 48 hours. The year-end adjustment for employees who have not been employed for a full calendar year will be based on a pro-ration of the annual amount.
3. Vacations shall accrue according to the following schedule:

0 - 3 years - 2 weeks - 1.54 hours per week
3+ - 5 years - 3 weeks - 2.31 hours per week
5+- 9 years - 4 weeks - 3.08 hours per week
9 + years - 5 weeks - 3.85 hours per week

The weekly earnings rate shall be adjusted in the final week of the calendar year in accordance with annual accrual amounts of 80 hours, 120 hours, 160 hours and 200 hours. The year-end adjustment for employees who have not been employed for the full calendar year will be based on a pro-ration of these annual amounts.
4. The provisions of the collective bargaining agreement pertaining to unused sick leave upon retirement shall be prorated consistent with the terms of this side letter.
5. The provision for conversion of sick leave to vacation in Article 24.3 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.

For the City of Portland

Date

For AFSCME Council 93

Date

For Labor & Trades Unit

Date

APPENDIX H WINTER PERIOD DEPARTMENTAL PROCEDURES

General procedures that apply to all departments are outlined in Article 14.11. Additional procedures that are specific to individual departments are outlined below.

Public Works

1. The winter period shall begin in November and end in April. The Department Director, or designee, shall determine these dates
2. Employees will work either a Monday through Friday eight (8) hour schedule, a four (4) ten (10) hour day schedule, or a weekend schedule of three **thirteen (13)** hour days. The Department will determine the number of employees on each shift no later than September 1 each year.
3. Employees will be offered convenience pagers in November. Employees who accept a beeper are expected to respond to each page by contacting Dispatch (874-8493) within 20 minutes of the page.
 - A. If an employee chooses not to carry a convenience pager, s/he shall remain available and able to be reached by telephone during periods of imminent weather. These employees shall submit only one telephone number to the Communications Center which shall be the number used for this purpose.
4. The Department maintains an overtime log book in the Communications Center. Employees interested in volunteering for overtime that may occur during the upcoming week may sign up **on any day of the week**. If additional employees are needed for a shift or operation, the volunteers will be called in the order they appear on the winter overtime list. If there are not enough volunteers to meet the department's need, employees who did not volunteer will be called in from the overtime list.
 - A. Any volunteer who does not accept the overtime, or is not available, will be marked with a refusal and their name will be referred to **management for review**.
 - B. For the purpose of equalizing the distribution of overtime, employees who did not volunteer, but were eligible to be called prior to the volunteers who were called, will receive a non-disciplinary refusal mark on the overtime list
 - C. If there are not enough volunteers to meet the department's need and the employees who did not volunteer are called in, these employees will be considered to have been "forced in" because all overtime during the winter period continues to be mandatory.
 - D. Because the voluntary component of these procedures impacts the City's ability to equalize overtime, the Union agrees that equalization of overtime grievances will not be filed providing that the procedures outlined above are followed.

APPENDIX H (cont'd)

5. **Solid Waste** personnel will not be expected to assist with the plowing effort on a scheduled work day **during** their **shift unless trash and recycling pickup is cancelled**.
6. The following stipends are in effect for the winter period:
 - All OPP current/future qualified employees will receive sixty cents (\$.60) for all hours worked during the winter operations period as defined in Article 14.11.1 and Appendix H. 1.
 - A. These employees will not be required to operate a one-person unit for more than sixteen (16) consecutive hours.
 - B. All other employees from other departments who are OPP qualified and who assist Public Works during winter ops will receive \$2.00 per hour base pay during a plowing storm or a sand/salt operation. These employees will not be required to operate a one-person plow unit for more than sixteen (16) consecutive hours.
7. When employees request a winter vacation, they will designate whether or not they will be available during the Sunday through Saturday period of the vacation. Employees who indicate they will be available will not receive vacation call-in pay if they respond to calls during their normal working hours, including weekend periods, and they are not eligible for vacation call-in pay outside of these hours. They will be given option of taking vacation pay, in addition to overtime, or they may reschedule vacation time and not receive vacation pay. Employees who indicate they are not available are eligible for vacation call-in pay if they are called during the 24-hour period (midnight to midnight) of the vacation day. Normally, employees will not be called while on scheduled vacation; however, if an employee is called while on scheduled vacation, they will notify the Dispatcher that they are on scheduled vacation.
8. One (1) employee per shift will be allowed to be on vacation during the winter period. Vacation requests must be submitted in writing to the Winter Manager, or designee, during the month of September and will be processed after the winter shift schedule is finalized. Employees will be informed by October 15 if their vacation request has been approved or denied. The winter period vacations will be scheduled in accordance with a "pick" procedure. On the first "pick" employees who submitted a vacation request in September for the upcoming winter period will be granted time by seniority for one period of consecutive days off (up to a two week maximum). After all employees have had their first "pick" a second pick will be done in order of seniority for open slots on the schedule. This procedure will continue until the winter vacation schedule has been filled or all employee requests have been processed, whichever occurs first. Employees who do not submit a vacation request prior to October 1st may schedule vacation time on a first come-first served basis after the schedule as described above is finalized.

APPENDIX H (cont'd)

9. Public **Works Director or designee** evaluates hardships based on an annual basis, not a seasonal basis. The hardship period begins on the last Sunday in November and continues through the last Saturday in November of the following year. Hardship requests that develop during the year (following the submission date of August 1) may be submitted at the time they become known to the employee.
10. The following employees shall be exempted from winter shifts:
 - Traffic Computer Sign Operator
 - Solid Waste
 - Portland Downtown District
 - Systems and Lighting Technicians
 - Water Resources**
 - Islands
 - Fleet services (shifts applicable to Fleet functions only)
 - Assistant Dispatcher
 - Traffic Signal Repair Worker**
11. During a winter plowing event, unless otherwise specified herein, a minimum of ten (10) employees will be assigned to sidewalk plowing and related functions. All other employees will be assigned to street plowing and all other Departmental snow removal operations. The on-call primary responder for the Water Resources Division and the Traffic Division shall be exempt from winter operations for the period they are on-call unless they voluntarily sign the overtime book or a state of emergency is declared by the City Manager or his/her designee.
12. **If needed, up to three (3) employees per storm from the Public Buildings Division will be provided during the winter period. If needed, employees from Cemeteries, Forestry, Horticulture and Athletic Facilities Division will be utilized** to assist the Department of Public Works with plowing and other winter operational functions.
 - A. **Other department** personnel who assist Public Works with plowing may participate in Public Works voluntary sign-up procedure described in #4 of the Public Works section of Appendix H. **Other department personnel** will only be offered overtime after all Public Works volunteers on the list have been contacted. There will be no effort to equalize distribution of overtime to **other department** volunteers.

APPENDIX J

JETPORT PROCEDURES

I. Winter Work Rules

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

- A. Overtime is not voluntary between November 15 and April 15. No employee shall fail or refuse to report for overtime work when directed to report for overtime work at any time during the period of November 15 through April 15. (Or during periods of imminent danger to the health, safety, and property of Portland citizens.)
- B. Employees shall be available to be called for overtime work during the period of November 15 through April 15 at all of the following times:
 - 1. When directed to be available.
 - 2. When weather forecasts predict snow, icing, high winds and/or tides, heavy rains, possible refreezing, etc. Each employee is responsible for checking forecasts posted near their time clock.
 - 3. During Winter Precipitation at the Jetport all employees will be kept as informed as possible as to the likelihood of call-in to minimize disruptions of their off-time. However some situations occur unforeseen.
- C. The employee must keep telephone lines reasonably open and available for calls. Employees shall provide the department with their home telephone number. They may provide another telephone number for winter calls. If they provide a second telephone number they will inform the Department management which is the primary number and which is the secondary number.
- D. The employee must be able to be reached in a manner acceptable to the Department. The employee will be responsible for notifying the Department of how it can contact the employee.
- E. City-furnished telephone pagers offer the employee the ability to move about normally during the winter months with the condition of reasonable availability. Use of these pagers is recommended when furnished. Maintenance employees who elect not to accept a City-furnished pager and who choose to use a cell phone as their primary number for the winter period may request and receive a dollar amount equivalent to what the City would have spent for the pager.

APPENDIX J (cont'd)

- F. An employee may request to be excused from the requirements of being available for overtime work as stated in Rule 2. A request to be excused will be permitted only if received no later than noon the day before, except in special cases. These requests will not be granted automatically but will depend upon the needs of the Department.
- G. Snow removal vehicle assignments will be made storm by storm by the Director of Operations or Designee. Maintenance Workers may be asked to operate a variety of pieces of equipment, depending on the needs of the Department at any particular time.
- H. The department will address absences on a case-by-case basis and may take whatever action it deems necessary.
- I. Any employee who is unable to report for snow plowing because of illness should contact the Department immediately and make this known to the individual in charge. The Department reserves the right to require medical certificates.
- J. Guidelines for Taking Breaks
 - 1. Drivers should take a ten-minute stretch break at least every two hours.
 - 2. Drivers should take regular meal breaks at convenient times.
 - 3. After approximately 12 hours of work, drivers should take a thirty (30) minute break for a meal or rest stop.
 - 4. A work limit of 16 continuous hours should be followed unless the driver and Supervisor agree that unusual conditions require the hours to be extended. The final decision as to driving longer than 16 hours will be made by the Airport Operations Manager or his/her designee.
 - 5. Drivers should take a break from plowing duties whenever they feel they are too tired to drive safely on the airfield.
 - 6. A fine balance must be maintained between keeping our properties safe and employee off-time/breaks. At times, a somewhat extended "PUSH" followed by a longer rest break may need to be employed - safety being the controlling factor.
- L. The following procedure will be used at the Jetport for scheduling winter operations:

APPENDIX J (cont'd)

1. Employees will submit vacation requests for the upcoming winter period on the first three (3) business days following September 15. All requests submitted during this time period will be reviewed on the following business day and will be treated as if they were received on the same date. Only one person may be on vacation at a time and seniority will determine who receives the vacation if more than one person has requested the same time off except that employees requesting a full week off will receive priority over more senior employees requesting a single day off.
2. The winter vacation schedule will be posted on a board and will be kept up-to-date by Department management. It is the responsibility of the employee going on vacation to check the board to find out if s/he will be on call on their regular days off following the vacation period.
3. Vacation requests received after the time frame outlined in paragraph 1 will be posted by the Airport Operations Manager. They will be approved for open slots on the schedule (for days that no one is on scheduled vacation).
4. Once a vacation request has been approved in accordance with these guidelines, it will not be canceled due to shortage of staff (vacant positions), sick leave usage within the department or because a more senior person wants the same time off. If necessary, the Department reserves the right to utilize contract personnel during these periods.
5. If the vacation starts immediately after an employee's regular days off, the employee will not be on call on those regular days off. The employee may also request not to be on call on their regular days off following the vacation period. If another employee is not on scheduled vacation the following week, the employee will not be on call on their days off following the vacation period; if another employee is on vacation the following week, the employee will go back on call for their regular days off following their vacation period.
6. A similar procedure will be utilized for the non-winter period with requests being submitted by February 15 for the April 15 – November 15 time period. The number of employees who will be allowed off at the same time will be determined by the Airport Operations Manager based on staffing needs.

APPENDIX J (cont'd)

II. List of Approved Tools

Listed below are the tools that will be provided to employees hired by the Jetport (new hires or transfers) on or after July 1, 1996. The list may also be used by employees eligible for a tool allowance as a guideline for determining what tools to request approval to purchase with their tool allowance.

A. Hand Tools

- 1 Leather tool apron
- 1 Canvas tool tote
- 1 Pair safety glasses
- 1 Pair hearing protectors
- 1 SAE metric socket wrench set (= Craftsman #33623 or equivalent)
- 1 3/8" to 7/8" open end box ratchet wrench set
- 1 6" adjustable wrench
- 1 8" adjustable wrench
- 1 10" adjustable wrench
- 1 utility knife
- 1 torpedo level
- 1 24' carpenter level
- 1 line level
- 1 "wiggy" electrical tester
- 1 wall outlet tester
- 1 hot stick tester
- 1 4-in-one screwdriver
- 1 nail hammer
- 1 ball peen hammer
- 1 6" taping knife
- 1 10" taping knife
- 1 electrical crimper/stripper
- 1 drywall saw
- 1 5-in-one paint tool
- 1 14" mud trowel
- 1 quick square
- 1 6" combo square
- 1 8" linesman's plier
- 1 6" pliers
- 1 8" needle nose pliers
- 1 8" diagonal cutting pliers
- 1 multi-sized notched trowel
- 1 cement finishing trowel
- 1 12" channel lock pliers
- 1 razor scraper

APPENDIX J (cont'd)

- 1 2" putty knife
- 1 chalk line
- 1 6" vise grips
- 1 10" vise grips
- 1 needle nose vise grips
- 1 nut driver set (5/32" to 9/16")
- 1 30' tape measure
- 1 file set
- 1 pipe cutter #10 Rigid
- 1 piper cutter #20 Rigid
- 1 straight pair of aviation snips
- 1 wire stripper
- 1 fuse puller (large)
- 1 pipe wrench 8"
- 1 10" pipe wrench
- 1 punch set (nail and drift)
- 1 set wood chisels
- 1 set cold chisels
- 1 "T" allen wrench set
- 1 pocket allen wrench
- 1 speed wrench 1/2" drive
- 1 hacksaw
- 1 mini hack saw
- 1 mini mag light case
- 1 3/8" drive ratchet extension set
- 1 1/2" drive ratchet extension set
- 1 drill index
- 1 drill holster
- 1 dead blow hammer
- 1 screwdriver set
- 1 wire brush
- 1 wrecking bar
- 1 wonder bar
- 1 caulking gun
- 1 grease gun
- 1 pair 6 "C" clamps
- 1 rivet tool
- 1 7 pc. 3/8" drive allen wrench set
- 1 17 pc. metric combination wrench set
- 1 8 pc. ratchet wrench set
- 1 12 pc. 1/2" drive impact socket set

B. Battery/Power Tools

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

C. Other

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

APPENDIX K

Welding Career Ladder - MEMORANDUM OF UNDERSTANDING

The City of Portland and AFSCME Local 481 have reached the following mutual understanding concerning the implementation of the career ladder program for Welders under the Labor and Trades Collective Bargaining Agreement:

1. The 3rd Class Welder Assistant position is an entry level position and the successful applicant must meet the hiring requirements of the City. The pay grade is 15 under the classification plan (Appendix B-1).
2. The 2nd Class Welder Machinist position is for new employees and/or any 3rd Class Welder Assistant who meets the following criteria:
 - A. Has received a "Unlimited Thickness Plate" certification as issued by the American Welding Society, and
 - B. Demonstrates the ability to read blueprints and perform shop mathematical calculations; and
 - C. Possesses some knowledge of machinist and sheet metal trades, and
 - D. Has at least three (3) years of experience in welding work of a journeyman level.
 - E. Possesses a Class B License

Placement at pay grade 18 shall occur when the employee has provided written proof of receipt of the certification and license listed in A and E, has successfully completed an in-house proficiency exam comprised of B and C, and documents the experience requirement listed in D. This new pay rate shall occur on the next scheduled pay period or shall be retroactive to the first pay period after written documentation is provided to the City by the employee and authorized by the Fleet Manager.

3. The 1st Class Welder Machinist position is for new employees and/or any 2nd Class Welder Machinist who meets the following criteria:
 - A. Has received a "Pipe Certification" as issued by the Maine Board of Boilers and Pressure Vessels and
 - B. Possesses a State of Maine Class B driver's license, and
 - C. Demonstrates proficiency in shop fabrication, field fabrication and rigging abilities, and
 - D. Demonstrates thorough knowledge of machinist and sheet metal trades, and
 - E. Demonstrates high level of skill in the use of shop tools and equipment, and
 - F. Has at least five (5) years experience in welding and machinist work above the journeyman level.

The pay grade for this position is 19. Placement at pay grade 19 shall occur when the

APPENDIX K (cont'd)

employee has provided written proof of receipt of the certification listed in A, the license required in B, has successfully completed an in-house proficiency exam comprised of C, D, and E, and documents the experience requirement listed in E. This new pay rate shall occur on the next scheduled pay period or shall be retroactive to the first pay period after written documentation is provided to the City by the employee and is authorized by the Fleet Manager.

4. Employees are responsible for annual re- certifications and re-licensures. Failure to maintain certifications and licensures shall result in loss of classification and pay status until such time as recertification or re-licensure is obtained. It shall be the employee's responsibility to inform the Fleet Manager of any change in status in certification or licensure. Failure to inform shall be grounds for discipline in accordance with the provisions of the Agreement.

AGREED TO BY:

City of Portland

Date

AFSCME Labor & Trades

Date

AFSCME Council 93

Date

APPENDIX L-1

MAINTENANCE WORKER I CAREER LADDER – (Pay Grade 16)

BARRON CENTER

Absolute:

Must have fulfilled the requirements of a Maintenance Worker and has been permanently classified as a Maintenance Worker for six (6) months.

Must pass a safety course approved by the City's Safety Officer

Primary (all Apply):

Box Truck Operator (Internal)

Front End-Loader Certification (internal)

Working knowledge of Nursing Home State and Federal Regulations (Internal Test >70%)

Ability to operate 4X4 pick-up with plow (internal)

Demonstrated ability to prioritize work tasks, work independently and make sound decisions (Internal)

Secondary: (Select Three)

Metal Stud Framing Certification (Internal/External)

Plumbers License or Apprentice/Journeyman level of training

Electrician's License or Apprentice/Helper level of training

Finish Carpentry (internal/external)

Drywall Repair Certification (Internal/External)

Plumbing Repair Certification (Internal)

Computer Proficiency in Microsoft Office Suite (Internal/External)

Building Fire Alarm Working Knowledge (Internal via Supervised Alarm Drills)

December 2008

APPENDIX L-1

MAINTENANCE WORKER III CAREER LADDER – (Pay Grade 18)

BARRON CENTER

Absolute:

- Fulfills the requirements of Maintenance Worker I and has been permanently classified as a Maintenance Worker I for a minimum nine (9) months
- Possesses physical strength and ability to perform the essential functions of the job
- Must pass 30-hour OSHA 1910 class approved by the City's Safety Officer

Primary (3 Required):

- Boiler Operator or 4th class stationary engineer (external)
- American Welding Society certification (external)
- Certified HVAC technician (internal or external)
- Successfully complete OSHA competent person course approved by City Safety Coordinator (internal or external)
- Finish and/or framing carpentry certification (internal or external)
- Finish painter certification (internal)

Optional (None required but 2 electives may replace maximum of 1 primary):

- Riggers certification (external)
- Certified Facilities Management course (external)
- Ability to read construction plans (internal)
- Tape/plaster/sheet rock certification (internal)
- Any relevant requirement approved by the employee's Department Head
- Vinyl, carpet and tile installation certification (internal)
- Suspended ceiling installation certification (internal)
- Plumbers license or Apprentice/Journeyman level of training (external)
- Locksmith certification (external)
- Microsoft software certification (internal or external)

December 2008

APPENDIX L-2

MAINTENANCE WORKER CAREER LADDER

SOCIAL SERVICES DIVISION

The Custodial Worker is the entry level classification in the Division of Social Services. Employees hired within this classification must meet the qualifications on the following page.

The Custodial Worker is the first step on the Maintenance Worker Career Ladder. Employees who wish to move up the ladder into the Maintenance Worker, I & III classifications must meet the qualifications for each "step", as described in this appendix.

The management personnel with the Division of Social Services encourages you to pursue advancement through the Career Ladder. If you have any questions regarding the workings and specific requirements of the program, please speak to your Division Head or Union Representative.

December 2008

APPENDIX L-2 (cont'd)

MAINTENANCE WORKER CAREER LADDER – (Pay Grade 14)

SOCIAL SERVICES DIVISION

Absolute:

- Fulfills the requirements of Custodial Worker and has been permanently classified as Custodial Worker for a minimum of one (1) year
- Demonstrates the ability to work effectively with low-income clients including the homeless who have barriers to self-sufficiency.
- Demonstrates the ability to communicate with a diverse consumer group.
- Possesses physical strength and ability to perform the essential functions of the job and ability to withstand exposure to varied climatic conditions while performing job duties.
- Pass safety course approved by City's Safety Officer (internal or external)

Primary:

- Working knowledge of Division's safety rules and regulations (internal)
- Demonstrated ability to prioritize work tasks, work independently and make sound decisions (internal)
- Demonstrated ability to operate a variety of automotive and lawn maintenance equipment, including rototiller, skill saw, miter saw, air guns and 4X4 pick-up with a plow attachment (internal)
- Demonstrated ability to repair and maintain small motor equipment (internal)
- Basic carpentry certification (internal)

APPENDIX L-2 (cont'd)

MAINTENANCE WORKER I CAREER LADDER – (Pay Grade 16)

SOCIAL SERVICES DIVISION

Absolute:

- Fulfills the requirements of Maintenance Worker and has been permanently classified as Maintenance Worker for three (3) months
Must pass a safety course approved by the City's Safety Officer
Possesses physical strength and ability to perform the essential functions of the job (in accordance with Appendix L)

Primary:

Demonstrates the proper operating techniques for the following Division equipment:

- 4X4 pickup truck with 7' plow attachment
- Walk behind snow blower
- Walk behind rotary motors
- Walk behind rototiller
- Leaf blower
- String trimmer
- Air-activated air-gun
- Bobcat Skid Turn
- Table Saw
- Miscellaneous power tools
- Carpentry certification (internal or external)

Secondary: (Select three)

- Ability to read construction plans and blueprints (internal or external)
- Building alarm/security system certification (internal or external)
- Personal safety/defense training certification (internal or external)
- Successfully complete ergonomics course approved by the City's Safety Coordinator (internal or external)
- Demonstrated knowledge of Hotel/Motel Fire Code regulations (internal or external)
- Drywall repair certification

December 2008

APPENDIX L-2 (cont'd)

Maintenance Worker III Career Ladder (Pay Grade 18)

Social Services Division

Absolute:

- Fulfills the requirements of Maintenance Worker I and has been permanently classified as a Maintenance Worker I for a minimum of three (3) months.
- Possesses physical strength and ability to perform the essential functions of the job (in accordance with Appendix L)
- Must pass OSHA course approved by the City's Safety Officer

Primary:

- Successfully complete supervisory course (internal or external)
- Demonstrated ability to interpret blueprint plans for building renovations (internal)
- Advanced building alarm/security system certification (internal or external)
- Demonstrated ability to train low income clients in basic maintenance tasks and basic employment skills (internal)

Secondary: (Select three)

- Plumbers course (internal or external)
- First Aid or CPR certification (internal or external)
- Successfully complete home wiring course or other electrical course approved by the Public Buildings Manager (internal or external)
- Successfully complete effective communication course approved by the Division Director
- Vinyl, carpet and tile installation certification (internal)
- Painting certification (internal)

December 2008

APPENDIX M

TRADES WORKER II (pay grade 17)

PUBLIC BUILDINGS

Absolute:

- Fulfills the requirements of Trades Worker I and has been permanently classified as a Trades Worker I for a minimum of 6 months.
- Must pass the 30-hour 1910 OSHA class approved by the City's Safety Coordinator

Primary: (3 Required)

- Knowledge and practices of roof repair on rubber membrane roofs, asphalt roofs, and metal roofs.
- Knowledge and practices of paint and wall finishes to include but not limited to paint types, caulking types, and the uses of proper products for each application.
- Knowledge and practices of hazard awareness to include lead paint, asbestos, mold, and other environmental and health hazards.
- Knowledge and ability to read and understand blueprints to be able to perform the work required

External: (none required but 2 electives may replace maximum of 1 primary)

- Knowledge of variety and grade of fasteners, and the proper use and application.
- Knowledge and ability to do construction layout for both new construction and renovations at a competent level.
- Knowledge and ability to install and repair VCT, carpet, hardwood and other flooring types at a competent level.
- Knowledge and ability to install and repair masonry products such as concrete pads, block walls, and brick work.

December 2008

APPENDIX M

TRADES WORKER III (pay grade 19)

PUBLIC BUILDINGS

Absolute:

- Fulfills the requirements of Trades Worker II and has been permanently classified as a Trades Worker II for a minimum nine (9) months
- Possesses physical strength and ability to perform the essential functions of the job
- Must pass 30-hour 1910 OSHA class approved by the City's Safety Coordinator

Primary (3 Required):

- Boiler Operator or 4th class stationary engineer (external)
- American Welding Society certification (external)
- Certified HVAC technician (internal or external)
- Successfully complete OSHA competent person course approved by Safety Officer
- Finish and/or framing carpentry certification (internal or external)
- Finish painter certification (internal)

External: (None required but 2 electives may replace maximum of 1 primary):

- Riggers certification (external)
- Certified Facilities Management course (external)
- Ability to read construction plans (internal)
- Tape/plaster/sheet rock certification (internal)
- Any relevant requirement approved by the employee's Department Head
- Vinyl, carpet and tile installation certification (internal)
- Suspended ceiling installation certification (internal)
- Plumbers license or Apprentice/Helper level of training (external)
- Locksmith certification (external)
- AutoCad Certification (internal or external)

December 2008

APPENDIX N

ARBORIST I FORESTRY DIVISION

The **Arborist I** is the entry level position for the Arborist classification in the Portland Public Services Department. Employees hired within this classification must meet the qualifications outlined in the Arborist I attachment. The Arborist I is also the first step on the Arborist Career Ladder.

Employees who wish to advance into the Arborist II and III classifications must satisfy the requirements at each level of the career ladder before they may move to the next level of the career ladder.

Management of the Public Services Department encourages you to pursue advancement through the Career Ladder. If you have any questions regarding the workings and specific requirements of the program, please speak to the Parks and Open Space Manager, City Arborist or your Union representative.

December 2008

APPENDIX N (cont'd)

ARBORIST I FORESTRY DIVISION

Absolute Requirements:

- Must possess valid Maine Class C Operator license at time of hire and must obtain valid Maine Class B motor vehicle operator's license within probationary period.
- Must possess Maine Arborist license at time of hire or obtain within one year of date of hire.
- Must possess and maintain a good driving record (pre-employment screening required).
- Possess basic knowledge of the hazards and applicable safety standards associated with arboriculture.
- Possess basic knowledge of arboriculture and landscape skills, tree identification, tree physiology, and insect and diseases of shade trees.
- High school diploma or equivalent.
- Possess physical strength and agility necessary to perform the essential functions of the position and the ability to withstand exposure to varied weather conditions while performing job duties.

Primary Requirements:

- Ability to understand and follow oral and written directions.
- Ability to establish and maintain effective working relationships with other employees, supervisors and the public.
- Ability to operate a variety of forestry equipment, including equipment used in Winter Operations.
- Possess willingness, ability and aptitude to climb and work in trees using a rope and saddle.
- Possess willingness to qualify for the position through department field test consisting of:
 - Climbing tree to 25' using rope and saddle.
 - Complete vehicle/equipment circle test.
 - Operate bucket truck.
 - Demonstrate proper technique in operating chainsaw and brush chipper.
 - Demonstrate proper tree pruning techniques
 - Identify specific species of trees.

Training and Experience Desired:

- Previous work experience or training in arboriculture.
- Documented electrical safety training or experience.
- Holds current Maine Arborist License or ISA Certification.
- Possess valid Maine Class B driver's license.

May 2002

APPENDIX N (cont'd)

ARBORIST II FORESTRY DIVISION

Absolute Requirements:

- Fulfilled the requirements of an Arborist I.
- Valid Maine Class B Motor Vehicle Operator's License
- Possess physical strength and agility to perform the essential functions of the position
- Satisfactorily complete 10-hour OSHA course relevant to Forestry that is approved by the City's Safety Coordinator
- Possess aptitude to qualify for the position by completing field test consisting of:
- Properly set up tree and climb up to 55' using proper ANSI approved techniques, using a 'throw-ball' and 'foot-lock' or 'hip-thrust' techniques.
 - Properly set up aerial lift truck to reach desired targets within a tree up to 65' in height. (Internal)
 - Complete circle check and demonstrate operating techniques on Brush Chipper, Stump Grinder and Log Loader. (Internal)
- Complete leaf and twig identification test for native and exotic trees. (Internal)
- Pass basic EHAP, (Electrical Hazard Awareness Program) test (Internal).

Primary Requirements:

- Maine Arborist License (External)
- Maine Pesticide Applicator's License with either category 3A or 6D (municipal or ornamental). (External)
- Certified to operate and perform basic maintenance of Forestry equipment: Chain saw (including chain sharpening), brush chipper, stump grinder, log loader, aerial lift. (Internal)
- Possess CPR and First Aid certification. (Internal or external)
- Knowledge and understanding of ANSI and OSHA requirements and standards pertaining to arboriculture, including: ANSI Z.133, A300, and OSHA 1910.331/269.
- Obtained 'skilled' level in the use of ropes, pulleys and lowering devices.
- Certified in the planting, fertilization and watering of trees and shrubs. (Internal)
- Certified to operate the following winter operations equipment: sidewalk plow equipment, 4X4 with plow (trained to plow roads and parking lots), one-ton pickup truck, walk behind snow blower and skid steer. Certification includes demonstration of proper and safe operating techniques, performance of a thorough circle check and demonstration of the ability to perform routine maintenance on the equipment. (Internal)
- Ability to supervise a small crew of workers as required. (Internal)
- Ability to work productively with other team members within division and department.

July 2005

APPENDIX N (cont'd)

ARBORIST III FORESTRY DIVISION

Absolute Requirements:

- Fulfilled requirements of the Arborist position.
 - Has been an Arborist II for at least 90 working days.
 - Completed Traffic Control Safety Training, Certified MDOT Traffic controller.
 - Possess the physical strength and agility to perform the essential functions of this position.
 - Satisfactorily complete 30-hour 1910 OSHA course.
 - Possesses aptitude to qualify for position by completing ' Master Level' field test or actual 'on-the-job' demonstration consisting of:
 - **Climbing demonstration test** – consisting of tying knots, climbing with throw ball, rope & saddle and to various targets within a tree, and aerial rescue.
 - **Rigging demonstration** – rigging tree for removal using various lowering devices, blocks, lines, knots and pulleys.
 - **Equipment demonstration** – proficient operation and knowledge of safety, maintenance and mechanical systems of the following Forestry equipment:
 - **Chainsaw**, including troubleshooting, chain sharpening, bar adjustment, operation, safety requirements and standards.
 - **Brush Chipper**, troubleshooting, knife changing, maintenance, operation, safety requirements and standards.
 - **Stump Grinder**; review hydraulics, safety features and requirements, maintenance, operation.
 - **Log Loader**, setup, safety requirements, hydraulics, operation: loading and unloading, boom lift capacities, maintenance, safety requirements and standards.
 - **Aerial lift truck**, setup for large tree pruning, reaching specific targets within the tree, safety requirements: manufacturers, OSHA and ANSI standards, maintenance of hydraulics, booms and all systems.
- (Note – Internal demonstration and written tests with time restraints.)**

Primary Requirements

- Certified Line Clearance Arborist, meeting OSHA 1910.269 requirements, such as National Arborists Association's (NAA) Electrical Hazard Awareness Program (EHAP) or approved equal including climbing and bucket truck aerial rescues within the time requirements. (External)
- Maine Pesticide Applicator's License with categories 3A and 6D, Outdoor Ornamentals and Municipal Right of Way. (External)
- Maine Arborist License. (External)
- Maine Class B Motor Vehicle Operator's License. (External)

APPENDIX N (cont'd)

ARBORIST III

Primary Requirements (cont'd)

- Certified on Arboricultural safety standards for Tree Care Operations, Pruning, Line Clearance Tree Trimming, Nursery Stock, and Forestry Equipment. (Internal)
- International Society of Arboriculture (ISA) Arborist Certification, or attend arboricultural training of 30 hours within a three (3) year period. (External)
- Certified to operate the following winter operations equipment: dump truck with plow and sander, and front end loader. Certification includes demonstration of proper and safe operating techniques, performance of a thorough circle check and demonstration of the ability to perform routine maintenance on the equipment. (Internal)
- Ability to supervise small crews and maintain accurate documentation records.
- Ability to work productively with other team members within division and department, and develop good working relationships with contacts outside of the Department.

APPENDIX P

The parties mutually agree to implement a Districting internal transfer agreement upon contract execution. When a Districting vacancy occurs, the following steps will occur prior to the posting of that vacancy through the City's job posting procedure:

1. Districting employees who are interested in moving to a different district will be eligible to submit a preference sheet listing the District of their choice.
2. Anyone who submitted a preference sheet will have their slot opened up; anyone who did not submit a preference sheet is guaranteed to stay in their District and their slot will not be opened up.
3. These preference sheets will be put in order of seniority and District assignments made based on the number of slots open in a given District. Employees will be given their preference in terms of assignment for a District that has open slots available when their request is reviewed (which is dependent on their seniority).
4. After this process is complete, it will be determined which District has an open slot that will be filled through the job posting process. Employees who take advantage of this internal procedure are not eligible to access Article 33.4 to return to their previous Districting assignment. Only the person who is selected for the vacancy that is posted by the City may exercise Article 33.4; if they worked in another District prior to their selection, they will not necessarily be returned to the District that they left.

This agreement is effective upon contract execution and will continue through June 30, 2011. Either party may request a meeting during the term of the 2008-2011 contract to discuss problems that arise regarding the implementation of this agreement and changes may be made by mutual agreement.

Agreed to by:

City of Portland

Date

AFSCME Council 93

Date

AFSCME Local 481-00, Labor and Trades Unit

Date

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.

APPENDIX Q (cont)

- 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.