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**COLLECTIVE BARGAINING AGREEMENT**

BETWEEN THE  
CITY OF SOUTH PORTLAND  
AND THE  
LOCAL # 481, COUNCIL 93  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES

July 1, 2015 to June 30, 2018

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## INTRODUCTION

13 Pursuant to the provisions of Chapter 9A, Revised Statutes Annotated of Maine (1964), Title 26,  
14 and all later revisions as enacted by the Maine Legislature, entitled "*An Act Establishing the*  
15 *Municipal Public Employees Labor Relations Law*," this Agreement is made by and between the  
16 City of South Portland, Maine, (hereinafter referred to as the "CITY") and the Local 481, Council  
17 93, American Federation of State, County, and Municipal Employees, AFL-CIO, (hereinafter  
18 referred to as the "UNION") which represents the employees within the Department of Parks,  
19 Recreation and Waterfront, Department of Public Works, Department of Transportation, and  
20 Fire Department Service of the City of South Portland, Maine.

21 In order to increase general efficiency in the City and to maintain the existing harmonious  
22 relationship between the City and its employees, and promote the morale, equal rights, well-  
23 being and security of its employees, the City of South Portland, Maine, and Local 481, Council  
24 93, American Federation of State, County, and Municipal Employees, AFL-CIO hereby bind  
25 themselves in mutual agreement as follows:  
26  
27  
28  
29  
30

### ARTICLE 1 - UNION RECOGNITION

#### A. BARGAINING AGENT RECOGNITION

31 The City hereby recognizes Local 481, Council 93, American Federation of State,  
32 County, and Municipal Employees, AFL-CIO, as the sole and exclusive representative of  
33 a collective bargaining unit representing employees described in Section B below, for the  
34 purpose of representation and bargaining collectively for hours, wages, and working  
35 conditions.  
36

#### B. UNIT DETERMINATION

37 1. The bargaining unit for the Parks, Recreation and Waterfront Department, Public  
38 Works Department, Transportation Department, and Fire Department Service shall  
39 consist of employees assigned to the following positions:  
40

41 Laborer	Mechanic I
42 Salt Truck Driver	Mechanic II/Transportation
43 Mechanic II/Fire	Mechanic's Helper
44 Equipment Operator I	Mechanic II/Parks
45 Equipment Operator II	Mechanic II/Public Works
46 Transfer Station Equipment Operator	Park Maintainer
	PWD Foreperson
	Parks Foreperson
	Sign Shop Foreman

47 2. The City may hire Seasonal/Temporary employees as follows:  
48

49 a.) **Temporary employees** may be hired to replace a permanent employee who is  
50 on a leave of absence. The temporary employee may work a standard work  
51

1 week or less for a limited period of time, not to exceed six (6) months. If the  
2 employee exceeds six months the City will meet with the Union and explain the  
3 need for the continued temporary employment. The employment will not exceed  
4 one year in total. If the City determines that there is a need to continue the  
5 employment for more than one year they will need the agreement of the Union.  
6 Temporary employees shall not be paid a wage higher than the highest paid  
7 employee in the classification the temporary employee has been hired into.  
8

9 b.) **Seasonal employees** may be hired to work as employees in the Departments of  
10 Public Works and Parks, Recreation and Waterfront. Seasonal employment for  
11 Parks, Recreation and Waterfront shall be up to eight consecutive months.  
12 Seasonal employment for the Public Works Department winter operations shall  
13 be November 1 – March 31, and construction season shall be April 1 – October  
14 31. Seasonal employees shall be paid for hours actually worked and are not  
15 eligible for any other benefits except those mandated by State or Federal law.  
16 Seasonal employees are intended to supplement regular employees. Any  
17 seasonal employee who works more than one season in a twelve month period  
18 shall become an employee of the City and be subject to the provisions of the  
19 collective bargaining agreement. Any of the dates in this section may be  
20 extended by mutual agreement between the parties.  
21

22 C. UNION DEDUCTION  
23

- 24 1. The City agrees to deduct the Union's weekly membership dues and fair share fees  
25 from the pay of those employees who individually request in writing (by a signed  
26 authorization form) that such deductions be made. The amounts to be deducted shall  
27 be certified to the City by the Union. The aggregate deductions of all employees shall  
28 be submitted together with list of employees having deductions made and the total  
29 amounts deducted for each of those employees to the Union by the fifteenth (15) day  
30 of the succeeding month after such deductions are made. The amount deducted for  
31 union dues and fair share fees shall be submitted in one check.  
32
- 33 2. The signed authorization for deduction of dues shall be in the form attached hereto  
34 and marked Exhibit A. In the event of change in the amount of dues, the Treasurer of  
35 Council 93 of the Union shall so inform the Finance Director in writing. After receipt  
36 of same, dues as therein noted should be deemed to have been authorized to be  
37 withheld on behalf of the employees who had previously signed authorization forms  
38 as noted. This authorization shall be irrevocable during the term of this Agreement.  
39
- 40 3. Employees who are members of the Union, on the 14th day following the execution  
41 of this Agreement, or who join the Union thereafter during the term of this  
42 Agreement, must retain membership as a condition of employment until the  
43 expiration date of this Agreement.  
44
- 45 4. Any employee who is not a member of the Union will be required by the Union to  
46 pay a Fair Share fee in an amount in accordance with State and Federal Standards.  
47 Failure to pay Union dues or Fair Share will not result in disciplinary action against  
48 the employee by the City.  
49  
50  
51

1 D. UNION REPRESENTATION

2  
3 The Union agrees to fulfill its duties to represent all employees in the bargaining unit, not  
4 merely for members of the Union. The City acknowledges the right of the Union to  
5 require from those members of the Union, payment equal to the amount spent  
6 representing those same non-members. The costs shall include, but not be limited to,  
7 reasonable fees for employee representative services and expenses; attorney's fees and  
8 expenses; arbitrator's fees and expenses, plus what other charges as the Union may  
9 rightfully charge for the services rendered.

10  
11 E. INDEMNIFICATION

12  
13 The Union shall indemnify and hold the City harmless against any and all claims, suits,  
14 orders or judgments brought or issued against the City as the result of the action taken  
15 or not taken by the City under the provisions of this Article.

16  
17 F. DISCRIMINATION

- 18  
19 1. No employee covered by this Agreement shall be favored or discriminated against by  
20 either the City or the Union as to age, sex, sexual orientation, race, creed, color,  
21 gender, physical or mental disability, national origin, or ancestry, religion, genetic  
22 information, worker's compensation history, whistleblower history, or union affiliation  
23 or non-affiliation or any other protected category.  
24  
25 2. In the event that the Union and/or employee within the unit pursues a claim of  
26 discrimination under this section or any applicable state or federal law, the grievant  
27 shall chose a single exclusive forum of arbitration in which to present his or her  
28 claim. Such complaints may be pursued either through the arbitration step of the  
29 grievance procedure as provided by Article 6 or through the Maine Human Rights  
30 Commission.  
31  
32

33 **ARTICLE 2 - UNION BUSINESS**

34  
35  
36 A. UNION REPRESENTATIVE VISITS

37  
38 The City agrees that accredited representatives of the American Federation of State,  
39 County, and Municipal Employees whether local Union Representatives, District Council  
40 Representatives, or International Representatives shall have access to the premises of  
41 the City (excluding management offices) during working hours to of conduct Union  
42 business upon notification to the Director or his designee.  
43

44 B. LEAVE FOR UNION BUSINESS

45  
46 Sufficient leave with pay shall be granted to no more than four (4) authorized union  
47 officers or delegates to attend to Union business not to exceed five (5) days per year  
48 provided working conditions permit. Such leave must be authorized by the respective  
49 Department Head and requires a minimum of forty-eight hours of advance notice.

1  
2 **ARTICLE 3 - PREMIUM DEDUCTIONS**  
3  
4

- 5 A. The City, in addition to collecting regular weekly dues by payroll deduction from  
6 union members, shall deduct from only union members such premium dues for a  
7 Union sponsored income protection and insurance program upon the receipt of a  
8 signed authorization form from members and a certified statement from the  
9 Treasurer of the Local Union as to the amount of the fees or premiums. The signed  
10 authorization for deduction of fees or premiums shall be in the form attached in the  
11 appendix. Said form shall include a provision that the deductions may be canceled  
12 only after fourteen (14) days written notice to the City. Notice shall be given to the  
13 City's Finance Director.  
14
- 15 B. The Union agrees to indemnify and hold the City harmless against any and all  
16 claims, suits, orders or judgments brought or issued against the City as the result of  
17 the action taken or not taken by the City under the provisions of this Article.  
18  
19

20 **ARTICLE 4 - SENIORITY**  
21

22  
23 A. SENIORITY LIST  
24

25 The City shall establish a seniority list for all permanent employees within this collective  
26 bargaining unit, and this list shall be brought up-to-date each January. A copy of this list  
27 shall be posted on Department bulletin board(s) and also forwarded to the Secretary  
28 for the Union.  
29

30 1. TERMINATION OF SENIORITY:  
31

32 An employee's seniority shall be terminated and his/her rights under this Agreement  
33 forfeited for the following reasons:  
34

- 35 a.) Discharge, Quit, Retirement or Resignation;  
36
- 37 b.) Failure to give notice of intent to return to work after recall within the time period  
38 specified in Article 4 section D(2) of this Agreement, or failure to return to work on  
39 the date specified for recall, as set forth in the written Notice of Recall;  
40
- 41 c.) Except for layoff, a time lapse of twelve (12) months or for a period equal to the  
42 employee's City Seniority (whichever is less), since the last day of actual work for the  
43 City.  
44
- 45 d.) Failure to return to work upon expiration of a leave of absence  
46

47 B. VACANCIES  
48

- 49 1. When a vacancy within an existing classification of the bargaining unit occurs,  
50 the Director of that Department shall post the job opening on all department  
51 bulletin boards for a minimum seven working days. Said notice shall state

1 position open, salary range, and qualifications based on the Job Descriptions,  
2 and the date of application closing.

- 3
- 4 2. Employees in any City Department may apply for unit vacancies which are  
5 posted. Among those applicants the City determines to be qualified, the vacancy  
6 shall be filled in the preferential order: first by unit applicant employed by the  
7 Department in which the vacancy occurs: second by the bargaining unit applicant  
8 and; thirdly, all other applicants.
- 9
- 10 3. The Director shall base appointments on applicants' qualifications, demonstrated  
11 ability, past performance, and review of personnel file. If more than one  
12 candidate is judged qualified for the vacancy, the Director shall select the best-  
13 qualified, bargaining unit applicant based on the above criteria in (B) (2.). When  
14 more than one bargaining unit candidate is judged best suited for the vacancy,  
15 bargaining unit seniority shall be the determining factor. Such selections shall not  
16 be made in an arbitrary or discriminating fashion Should a successful unit  
17 applicant determine within the first twenty-five (25) working days that they do not  
18 wish to remain in the position, for whatever reason, or should the City determine,  
19 within forty (40) working days of the employee's appointment that the employee  
20 cannot fulfill the requirements of the job, then the reason(s) therefore shall be put  
21 in writing, the Unit President notified, and the employee shall be returned to their  
22 former bargaining unit position.
- 23
- 24 4. If there are qualified applicants and unless there are unusual or emergency  
25 circumstances, all vacancies in existing classifications shall be filled within thirty  
26 (30) working days from the date of application closing, which date shall appear  
27 on the posted notice. This time limit may be extended by the City, when in it's  
28 discretion it is necessary to do so, but to a date not to exceed forty-five (45)  
29 working days from the application closing date.

30

31 C. NEW OR DISCONTINUED POSITIONS

32

- 33 1. The City agrees to notify the Union, in writing, of the creation of any new position  
34 within the Public Works Department or within the Parks, Recreation and  
35 Waterfront Department. This does not, however, make said changes or creation  
36 of a new position subject to Union approval or disapproval, or subject to the  
37 provisions of this Agreement or collective bargaining unit.
- 38
- 39 2. It shall be the right of the City to discontinue positions within the classifications  
40 contained in Article 11, WAGES, if it is determined that the work does not  
41 necessitate the positions, or for budgetary purposes. Such decisions shall be  
42 communicated to the Union in writing within an appropriate time period prior to  
43 implementation. The union retains the right to bargain over the impact of these  
44 discontinued positions. The union shall notify the City in writing within ten (10)  
45 working days of their request to bargain over the impact.
- 46
- 47 3. The positions of Mechanic's Helper and Laborer shall be filled at the City's  
48 discretion and may be left vacant.
- 49
- 50
- 51

1 D. LAYOFF PROCEDURES  
2

3 1. In the event that any departmental activity is eliminated or reduced by the City which  
4 results in the reduction in the number of employees determined by the City to be  
5 necessary, lay-offs will be made by department and by classification in the order of  
6 inverse seniority, provided that seasonal, temporary and probationary employees  
7 shall be laid off before regular, full-time employees.  
8

9 1.1 For purposes of personnel reductions and bumping within the bargaining unit,  
10 seniority is defined as continuous permanent City service, and seniority rosters  
11 will be compiled on that basis. In the event of a tie in seniority dates, the  
12 employee who has worked in the classification the longest will be deemed more  
13 senior. In the event that the appointment date to present classification is the  
14 same, the employee who first applied for the position will be deemed the more  
15 senior. If the application of the preceding sentence results in two (2) or more  
16 employees having the same seniority, the employee whose last name appears  
17 earlier on the City's alphabetical listing of employees shall be deemed more  
18 senior.  
19

20 1.2 Positions eliminated will be identified by department and classification, and the  
21 employee(s) with the least seniority in the position being eliminated, as defined in  
22 1.1, will be placed on lay-off.  
23

24 1.3 Employees may take a suitable vacant position they are qualified to perform, as  
25 determined by the City, rather than bumping other employees.  
26

27 1.4 Department employees placed on lay-off may bump the least senior employee in  
28 an equal or lower job classification within the bargaining unit. The senior  
29 employee must meet the minimum qualifications as specified in the job  
30 description for that classification.  
31

32 1.5 Employees bumped from their department positions may, if qualified as  
33 described in 1.4, bump least senior employees in equal or lower job  
34 classifications within the department only, if they exist.  
35

36 1.6 Employees whose positions are being eliminated may accept lay-off rather than  
37 exercising their bumping rights.  
38

39 1.7 An employee who bumps into a position will be paid at the rate provided in this  
40 Agreement for that classification.  
41

42 RECALL RIGHTS:  
43

44 2. Employees who are laid-off, or who bumped into positions under Section 1.3 –  
45 1.5, shall be given the opportunity to fill a vacancy in the classification from which  
46 the employee was laid-off in accordance with their seniority. Any employee  
47 recalled from lay-off shall retain seniority from the original date of hire.  
48 Employees on lay-off shall remain on a recall list for 18 months or until they have  
49 declined a recall offer. No new employees shall be hired until all employees on  
50 lay-off status have either been recalled or declined a recall offer. Employees who  
51 are laid-off shall be responsible for providing the City with up to date and current

1 mailing address and contact information. The City may rely on its records for the  
2 last address and contact information of the laid-off employee(s), and may remove  
3 from the recall list a person who does not respond or accept recall to work within  
4 ten (10) calendar days after mailing of notification. Recall notification will be sent  
5 by regular and certified mail. A copy of such recall notification shall be provided  
6 to the Unit President and AFSCME Staff Representative. If an employee retires,  
7 resigns, or is terminated for cause, the employee shall be removed from the  
8 recall list and lose all rights to recall.  
9

- 10 3. When any position is eliminated or added, AFSCME Council 93 and the Unit  
11 Chair shall receive written notice at least five (5) working days in advance of such  
12 elimination or addition and the authority by which action is taken.  
13
- 14 4. Any employee who leaves employment due to dismissal or resignation will lose  
15 all seniority if he or she returns to employment.  
16
- 17 5. No management or other non-AFSCME Local 481 bargaining unit personnel will  
18 be allowed to bump into this bargaining unit.  
19

20 **E. PROBATIONARY PERIOD**

21  
22 All new employees shall serve a probationary period of one hundred eighty (180)  
23 calendar days. Probationary employees shall not be subject to the provisions of this  
24 contract. All employees who satisfactorily complete the probationary period shall be  
25 subject to the terms of this Agreement, and shall be added to the seniority list within their  
26 department in accordance with their date of hire.  
27

28  
29 **ARTICLE 5 – GRIEVANCES**  
30

- 31  
32 A. The purpose of the grievance procedure shall be to settle employee grievances on as  
33 low an administrative level as possible so as to insure efficiency and maintain morale.  
34
- 35 B. A grievance shall be considered to be a Union, or Unit employee's complaint concerned  
36 with the interpretation, meaning, or application of the Collective Bargaining Agreement.  
37 The Union may seek adjustment of the grievance as follows:  
38
- 39 C. Step 1  
40
- 41 1. The Union steward, with or without the employee, shall take up the grievance or  
42 dispute verbally with the employee's immediate supervisor and in writing to the  
43 Department Head within thirty (30) working days from the date of the grievance,  
44 or the employee's knowledge of its occurrence. Grievance shall state the  
45 employee's name and all applicable articles along with specific sections of the  
46 Collective Bargaining Agreement in dispute. The grievance shall specifically  
47 indicate any and all remedies sought to resolve the dispute.  
48
- 49 2. The supervisor or Department Head shall attempt to adjust the matter and shall  
50 respond to the steward within fifteen (15) working days from the date the  
51 grievance was presented by the Union.

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D. Step 2

1. If the grievance is not resolved at Step 1, it shall be presented by the Union steward, Union representative, or grievance committee to the Director of Human Resources, in writing, within fifteen (15) working days after the response of the Department Head is due. The appeal shall include copies of the written grievance and the Step 1 written decision. The Director of Human Resources shall schedule a hearing within fifteen (15) working days of receiving the grievance, at which time the grievance and proposed remedies shall be discussed with the employee, the Union and the Department Head.
2. The Director of Human Resources shall provide a written decision to the Union steward, Union representative, and Union president within fifteen (15) working days from the date of the hearing.

E. Step 3

1. MEDIATION

If the grievance remains unresolved at Step 2, the Union within ten (10) working days after receipt of the decision of the Human Resources Director, may request in writing that the matter be submitted to mediation. If the parties agree that mediation is appropriate, a joint request to the Maine State Board of Arbitration and Conciliation will be made. The cost of mediation shall be borne equally by the City and Union. If mediation is (a) not requested; (b) does not resolve the grievance, or (c) the City declines to mediate then the parties may proceed to arbitration as outlined below in 5.E.2. The decision by either party to request or decline mediation in any grievance shall not establish a precedent.

2. ARBITRATION

- a. If the grievance is still unsettled, the Union may request arbitration. The parties shall within fifteen (15) working days of the request for arbitration mutually agree on an Arbitrator. If the parties fail to mutually agree on an Arbitrator, the requesting party shall submit within fifteen (15) working days its request for arbitration to the State Board of Arbitration and Conciliation, with a copy to the opposing party. The decision of the Arbitrator shall be final and binding on the parties and the Arbitrator shall be requested to issue a decision within thirty (30) working days after the conclusion of testimony and argument.
- b. Expenses for the Arbitrator's services and the proceedings shall be borne equally by the City and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires, a verbatim record may be made of the proceedings, provided the requesting party pays for the record and makes copies available without charge to the other party and to the Arbitrator.

1 F. Time limits on all of the above steps may be extended through mutual agreement of both  
2 parties with confirmation to be in writing or e-mail. All days referred to in this Article shall  
3 be considered "working days" (Monday through Friday, exclusive of holidays).  
4

5 G. The chief steward of the Union shall be allowed time off with pay for meeting with City  
6 officials concerning union business, provided that in the judgment of the City said time  
7 off does not interfere with work flow requirements. The chief steward shall not leave  
8 regularly assigned work in order to investigate a grievance without first obtaining  
9 approval of the Department Head or their Designee. The chief steward shall be allowed  
10 time off with pay during his regular shift hours for investigating grievances, up to a  
11 maximum of thirty (30) minutes per grievance but not to exceed a total of three (3) hours  
12 per week except with the written permission of the Department Head or their Designee.  
13

## 14 **ARTICLE 6 - DISCIPLINARY PROCEDURES**

15  
16  
17 A. Disciplinary action or measures shall be limited to the following, but not necessarily in  
18 this order, depending upon the nature of the action, or inaction, of the employee:  
19

- 20 Oral Reprimand
- 21 Written Reprimand
- 22 Suspension (Notice in Writing)
- 23 Discharge (Notice in Writing)
- 24

25 B. Any disciplinary action taken against an employee shall be for just cause; and notice of  
26 the reasons for reprimands, suspensions, or discharges shall be stated in writing and  
27 given to the employee affected and the Union President on or before the effective date  
28 of the action. Any disciplinary action imposed upon an employee may be processed as a  
29 grievance through the regular grievance procedure. The Union shall have the right to  
30 take up a suspension or discharge as a grievance at Step 3 of the grievance procedure.  
31

32 Under normal circumstances, disciplinary action shall be taken by the City within forty  
33 (40) working days of when the Department Head or designee learns of the violation or  
34 event giving rise to the disciplinary action.  
35

36 C. Under the system of progressive discipline, written reprimands may, but not required, be  
37 preceded by an oral reprimand. Oral reprimands shall occur in the presence of the shop  
38 steward or other Union representative if so requested by the Unit employee.  
39

40 D. Employees shall have complete supervised access to their individual personnel files  
41 during normal business hours and shall be given copies of all adverse material at the  
42 time such material is entered into the file.  
43

44 E. Should the City find it necessary to discipline an employee or employees with an oral  
45 reprimand, it shall be done in such a manner as not to embarrass the employee in front  
46 of the public or other employees. Employees receiving such disciplinary action shall  
47 conduct themselves in a like manner.  
48

49 F. Any letter of reprimand in an employee's personnel file will be removed from the file after  
50 two (2) years from the date of the issuance of the letter of reprimand, and any  
51 suspension shall be removed after four (4) years, provided there has been no recurrence

1 of the type or kind of misconduct giving rise to the original letter of reprimand or  
2 suspension. It shall be the responsibility of the employee to request the removal of the  
3 letter of reprimand or suspension with his/her Department Head and Human Resources  
4 Director.

- 5  
6 G. Pursuant to N.L.R.B. v. Weingarten, Inc., the City recognizes the right of an employee to  
7 have a Union representative present at a disciplinary hearing or meeting.  
8

9  
10 **ARTICLE 7 - HOURS OF WORK**

11  
12 A. **WORK WEEK**

- 13  
14 1. The basic work week and work shift for Parks employees of the bargaining unit,  
15 with the exception of those employees assigned to work a non-traditional  
16 schedule as outlined in Section B below, shall be five (5) consecutive, eight (8)  
17 hour days, Monday through Friday inclusive, with hours as follows:

18  
19 7:00 a.m. to 3:00 p.m. – with a 30-minute paid lunch break at the job site.  
20

21 The 30-minute paid lunch break commences when work stops. Employees shall  
22 remain at the job site. Work shall resume promptly after 30 minutes.  
23

- 24 2. The basic work week and work shift for Public Works employees of the  
25 bargaining unit shall be (5) consecutive, eight (8) hour shifts per week with a 30-  
26 minute unpaid lunch break, Monday through Friday, 7:00 a.m. to 3:30 p.m., with  
27 the exception of Transfer Station employees who normally work Tuesday through  
28 Saturday, from 7:30 a.m. to 4:00 p.m.

29  
30 The 30-minute unpaid lunch break commences when work stops. Work shall  
31 resume promptly after 30 minutes and shall include any travel and food purchase  
32 time.  
33

34 Employee work shifts may be changed for Line Striping and Sweeping  
35 assignments by mutual agreement of the employee(s), with notice to AFSCME  
36 Council 93, and the Public Works Director, or Designee.  
37

- 38 3. With the exception of employees assigned to a non-traditional work schedule as  
39 defined in Section B below, the regular work week starts on Monday at 7:00 a.m.,  
40 or the regular start time of the employee's first scheduled work shift on Monday, if  
41 other than 7:00 a.m., to 7:00 a.m. the following Monday.  
42

- 43 4. With the exception of employees assigned to a non-traditional work schedule as  
44 defined in Section B below, a single work day is defined as starting at 7:00 a.m.,  
45 or the regular start time of the employee's work shift, if other than 7:00 a.m., to  
46 7:00 a.m. the following day.  
47

- 48 5. The basic work week and work shift for the Fire Department Mechanic shall be  
49 five (5) consecutive, eight (8) hour days, Monday through Friday inclusive, with  
50 hours as follows:  
51

1 7:30 a.m. to 4:00 p.m. – with a 30-minute unpaid lunch break.  
2

3 The Fire Department Mechanic is subject to mandatory overtime during  
4 emergency events and adverse weather events and storms at the request of the  
5 Fire Chief or Deputy Chief.  
6

- 7 6. The basic work week and work shift for the Transportation (Bus) Department  
8 Mechanic shall be five (5) consecutive, eight (8) hour days, Monday through  
9 Friday inclusive, with hours as follows:

10 6:30 a.m. to 3:00 p.m. – with a 30-minute unpaid lunch break.  
11

12 The Transportation (Bus) Department Mechanic is subject to mandatory overtime  
13 for vehicle breakdowns at the request of the Transportation Director or  
14 Operations Supervisor.  
15  
16

17  
18 **B. NON-TRADITIONAL HOURS OF WORK, PARKS DEPARTMENT**  
19

20 The non-traditional work schedule for Parks employees in the classifications of Parks  
21 Laborer and Parks Maintainer, starting the first Monday in April and ending the first  
22 weekend in November, is referenced as Appendix A.  
23

24 **C. REST BREAKS**  
25

26 Employees shall have a thirty (30) minute rest break at the midpoint of the first half of  
27 their work shift. Rest breaks shall be taken at times which are convenient and efficient to  
28 the work assignment or operation. The rest break commences when work stops. Work  
29 shall resume promptly after 30 minutes.  
30

31 **D. REST BREAKS DURING EXTENDED OVERTIME**  
32

33 Rest breaks on overtime shall be as follows:  
34

- 35 1. There shall be a twenty (20) minute rest break every four (4) continuous hours of  
36 work with time allowed for meal breaks at the discretion of the Department Head  
37 or Designee. Employees shall receive a fifteen (15) minute rest break prior to the  
38 beginning of an overtime shift provided the shift is an extension of an eight (8)  
39 hour work shift. During snow plowing activities, an employee must open the  
40 employee's entire plow route before taking an initial rest break. Employees shall  
41 notify the supervisor and receive approval prior to taking a rest break.  
42
- 43 2. Employees who work for twenty-four consecutive hours shall also receive four (4)  
44 hours of call-in pay.  
45

46  
47 **ARTICLE 8 - DUTIES**  
48

- 49  
50 A. When conditions or workload necessitates, any employee may be required to  
51 perform work out of classification at the discretion of department management in

1 accordance with Article 11, Wages, Sec. G, 1. Such assignments shall not continue  
2 for the same employee for a period in excess of two (2) weeks (10 working days)  
3 unless the employee agrees to continue the job assignment. Unless the workload  
4 otherwise dictates, said employee shall not be reassigned to the same out of  
5 classification job assignment for a minimum of one (1) week (five (5) working days).  
6 When an employee voluntarily works out of classification for a continuous period of  
7 ninety (90) working days, the City and Union will meet to discuss the status of the  
8 position.

9  
10 B. The Department Heads shall administer the workload evenly and fairly among the  
11 employees and shall make job assignments based on available staff, demonstrated  
12 job performance, defined job duties and cross-training needs.

13  
14 C. Any employee within the Department of Public Works, with the exception of Laborer,  
15 must possess and maintain a Class B Commercial Driver's License as a condition of  
16 employment. Employees within the Parks Department who were hired prior to  
17 January 1, 2013, shall not be required to obtain and maintain a Class B Commercial  
18 Driver's License as a condition of employment. Full-time Parks Department  
19 employees hired on or after January 1, 2013, with the exception of Laborer, must  
20 possess or obtain a Class B Commercial Driver's License (CDL) within the first six  
21 (6) months of employment as a condition of employment. The Parks, Recreation and  
22 Waterfront Director, or their Designee, may approve extensions beyond the six  
23 month period upon request of the employee for extenuating circumstances.  
24 Employees classified as Parks or Public Works Laborers shall possess and maintain  
25 a valid State of Maine Class C Drivers License as a condition of employment.

#### 26 27 1. LICENSE REQUIREMENTS

28  
29 Employees required to possess and maintain a Class B license (CDL) and  
30 covered under the City's Drug and Alcohol Policy for Safety Sensitive Positions,  
31 who are placed on "non safety sensitive" duties as a result of a confirmed  
32 positive drug or alcohol test, will receive a 10% reduction in their base hourly rate  
33 of pay until they are cleared to return to full safety sensitive duty.

34  
35 D. Operators of all types of equipment shall be expected to keep equipment clean, full  
36 of fuel, oil, water, and tires inflated. Operators shall perform daily lubrication where  
37 required, if time and materials are provided by the City.

38  
39 E. Management personnel shall not perform bargaining unit work except under the  
40 following conditions:

41  
42 1. Direction, instruction or training of employees.

43  
44 2. Emergency conditions

45  
46 F. All Mechanics and Mechanic's Helpers shall maintain an active Class B (CDL)  
47 driver's license. Mechanics shall be licensed to inspect vehicles. The City shall pay  
48 for the actual costs of the license and the use of this license shall be for the  
49 inspection of City vehicles.

- 1 G. One or more Public Works Employees will be trained as Transfer Station Attendants and  
2 may be assigned as back up for the Transfer Station position. The Public Works  
3 Director, or Designee, may assign non-Transfer Station employees to haul the roll off  
4 containers and recycling bins.  
5

6 Training For Purposes of Overtime:  
7

8 A list will be posted at both Parks and Public Works to notify employees interested in  
9 receiving training as Transfer Station Attendants. Interested volunteers from Parks and  
10 Public Works who sign the list will be provided training and selected for any Transfer  
11 Station Attendant back up opportunities based on seniority and qualifications. Public  
12 Works employees will have first priority. If interested and qualified Public Works  
13 employees are not available the opportunity will be offered to interested and qualified  
14 Parks employees.  
15  
16

17 **ARTICLE 9 - MANAGEMENT RIGHTS**  
18  
19

20 The listing of the following specific rights of management in this Article is not intended to be, nor  
21 shall be considered restrictive of, or as a waiver of any of the rights of the City not listed herein.  
22

- 23 A. Except as otherwise provided for in this Agreement, the management and the direction  
24 of the working forces including, but not limited to, the right to hire, the right to hire part-  
25 time and temporary employees, the right to promote, the right to discipline or discharge  
26 for just cause, the right to lay off for lack of work or other legitimate reasons, the right to  
27 reduce the number of hours of operation, the right to transfer, the right to assign work to  
28 employees, the right to determine content, the right to classify jobs, and the right to  
29 establish reasonable rules are vested exclusively to the City.  
30  
31 B. Except as otherwise provided in this Agreement, the City shall have the freedom of  
32 action to discharge its responsibility for the successful operation of its mission including,  
33 but not limited to, the determination of the number and location of its crews, the services  
34 to be performed, the machinery, tools, equipment, and materials to be used, the work  
35 schedules and the methods of operation, the extent to which its own or other facilities  
36 shall be used, and the extent to which work will be subcontracted.  
37  
38

39 **ARTICLE 10 - WORK RULES**  
40  
41

- 42 A. When existing rules are changed or new rules are established, they shall be posted  
43 prominently on all bulletin boards for a period of five (5) consecutive working days before  
44 becoming effective. Changed or new work rules shall be provided to AFSCME Council  
45 93.  
46  
47 B. The City further agrees to furnish each employee in the bargaining unit with a copy of all  
48 existing work rules thirty (30) days after they become effective. New employees shall be  
49 provided with a copy of the rules at the time of hire.  
50

- 1 C. Employees shall comply with all existing rules that are not in conflict with the terms of  
2 this Agreement, provided the rules are uniformly applied and uniformly enforced. Any  
3 unresolved complaint involving discrimination in the application of new or existing rules  
4 shall be resolved through the grievance procedure.  
5

6  
7 **ARTICLE 11 – WAGES**  
8

- 9 A. Upon the effective date of this Agreement, the base hourly wages for each classification  
10 shall be as listed in Appendix B, attached hereto, and made part of this Agreement.  
11

- 12 1. Increase base pay rates by 2.0% retroactive to the first pay period in July, 2015.  
13  
14 2. Effective the first pay period in July, 2016 employees will be placed on the  
15 appropriate step on the new wage scale “Appendix B”.  
16  
17 3. Effective the first pay period in July, 2017, “Appendix B” wage scale base hourly  
18 rates increased by 2%, plus any steps.  
19  
20 4. Retroactive pay increases will be paid to active employees and retirees as of the  
21 date of signing of this Agreement, for the period beginning the first pay period in  
22 July, 2015 through the date of signing (the “period of retroactivity”). Retroactive  
23 pay will be determined by multiplying the difference between the employee’s  
24 base wage during that same time period as determined in the Appendix (Wage  
25 Scale) times the number of weeks at the new base wage and including all  
26 overtime. In the case of a promotion during the period of retroactivity, the  
27 employee’s pay will be based upon the employee’s time in each position.  
28  
29 5. The City may hire employees in the classifications of Mechanic I and Mechanic II  
30 and credit them with prior experience up to step 4 on the appropriate Wage Scale  
31 in Appendix B for comparable work and responsibility providing they meet all of  
32 the requirements for the position as provided in the job description. Whenever  
33 the City exercises this option, other Mechanics in the same classification shall  
34 not be paid at a lower rate than the new hire. New Mechanics will be required to  
35 provide documentation of relevant work experience prior to receiving advanced  
36 pay placement. Subsequent step movement will be based on the initial years of  
37 service credit plus permanent continuous service with the City in the same  
38 classification. [Example: a new Mechanic I is given credit for relevant work  
39 experience and initially placed at step 4, 8 years of service, on the Wage Scale in  
40 Appendix B. The employee will advance to step 5, 10 years of service, after  
41 working two continuous years from their initial date of hire. The advanced  
42 placement is for pay purposes only and does not affect any other benefits,  
43 including seniority.  
44

- 45 B. Performance Pay. In addition to the annual base wage increases specified in above  
46 section A, employees who are not at the maximum step of their scales on the AFSCME  
47 Salary Step Rate Schedule attached, are eligible to participate in the merit step-rate pay  
48 program. Under this program, an employee is eligible annually to receive a 0, 2, or 4%  
49 merit pay adjustment, but not more than the maximum step, based on the employee’s  
50 performance rating for the preceding twelve (12) month period. Management will  
51 continue to utilize, for these step rate increases only, the grade point system used during  
52 1998 and 1999 for the period covered by this agreement. Effective July 1, 2016 Section  
53 B is deleted commensurate with the new Wage Scale “Appendix B”, which becomes  
54 effective the first pay period in July, 2016.

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C. Merit Lump-Sum Bonuses

1. Once an employee reaches the salary maximum, as listed on the AFSCME Salary Step Rate Schedule, the employee becomes eligible in the following year to merit (earn through performance) an annual lump-sum bonus, which may range from 0% to 4%. If an employee receives a promotion, the lump sum bonus will be prorated for the time spent in each position. The awarding of, or the size of a merit bonus is not guaranteed and is based on quantifiable achievement determined by management. Any merited bonuses are payable on or before December 15 of each year. The City will notify the union of any changes to the merit lump sum bonus system prior to implementation. Claims by employees regarding their bonuses may be appealed to the Assistant City Manager/Human Resources Director, whose decision shall be final. Effective July 1, 2016, Section C (1) is deleted commensurate with the new Wage Scale "Appendix B", which becomes effective the first pay period in July, 2016.
2. In no event may employees receive both a merit step rate increase and a merit lump-sum bonus within a twelve (12) month period. The first such bonuses, under this new program, will be due on or before December 15, 2000, for those employees at the top of the scale on or before June 30, 1999. Employees who are at step 6.5 and receive a 4% evaluation to move to Step 7 shall receive a lump sum bonus equivalent to the remaining pay. Effective July 1, 2016, Section C (2) is deleted commensurate with the new Wage Scale "Appendix B", which becomes effective the first pay period in July, 2016.

D. Job classification chart is listed below of those positions included in this bargaining unit:

<u>Public Works</u>	<u>Parks Division</u>
Foreperson	Foreperson
Mechanic II	Mechanic II
Mechanic I	Parks Maintainer
Equipment Operator II	Laborer
Equipment Operator I	
Laborer	
Mechanic's Helper	<u>Transportation</u>
Salt Truck Driver (Winter assignment only)	Mechanic II
Transfer Station Operator	
Sign Shop Foreman (Effective 07/01/16)	<u>Fire Department</u>
	Mechanic II

E. LONGEVITY PAY

1. All employees who have successfully completed their six-month probationary period are eligible for the following hourly rate increases based on longevity for 5, 10, 15 and 20 years of continuous service. Employees who have completed five (5) years of service shall be eligible to receive \$0.13 per hour above their regular hourly base wage. Employees who have completed ten (10) years of service shall be eligible to an additional \$0.18 per hour above their regular hourly base wage. Employees who have completed fifteen (15) years of service shall be eligible to receive \$0.23 per hour above their regular hourly base wage. Employees who have completed twenty (20) years of service shall be eligible to receive \$0.28 per hour above their regular hourly base wage. Seniority incentive payments under this section shall not be cumulative.

1  
2 Longevity pay shall be as follows:  
3 five (5) years = \$0.13/hr  
4 ten (10) years = \$0.18/hr  
5 fifteen (15) years = \$0.23/hr  
6 twenty (20) years = \$0.28/hr  
7

8 Effective July 1, 2016, Section E (1) is deleted commensurate with the new Wage Scale  
9 "Appendix B", which becomes effective the first pay period in July, 2016.  
10

- 11  
12 2. For the purposes of this section, "years of service" shall be considered the total number  
13 of continuous years an individual has worked in a full time position for the City of South  
14 Portland without a break in service, whether within this unit or outside of this unit.  
15 Effective July 1, 2016, Section E (2) is deleted commensurate with the new Wage Scale  
16 "Appendix B", which becomes effective the first pay period in July, 2016.  
17

18  
19 F. SPECIAL ASSIGNMENTS  
20

- 21 1. The Director of Public Works may assign employees to the position of Salt Truck  
22 Driver and Sidewalk Plow Operator from November 1 through April 1. This  
23 assignment shall be made based on the following chronology:  
24  
25 1<sup>st</sup>: Parks and Public Works employees who held the position of Salt Truck  
26 driver or Sidewalk Plow operator during the previous winter.  
27  
28 2<sup>nd</sup>: based on the length of service as a salt truck driver or sidewalk plow  
29 operator for current employees within the Public Works Department.  
30  
31 3<sup>rd</sup>: based on seniority within the EOI classification  
32  
33 4<sup>th</sup>: based on employees outside of the EOI classification who wish to serve  
34 as full-time salt truck drivers or sidewalk plow operators based upon  
35 overall seniority.  
36  
37 5<sup>th</sup> Parks Division employees may apply if a vacancy is still available after  
38 offering the opportunity to Public Works employees as described above.  
39  
40 2. These employees shall be paid at the same rate as Equipment Operator I.  
41  
42 3. Parks employees operating the aerial lift truck or backhoe shall be compensated  
43 for those hours at the rate of Equipment Operator II.  
44  
45 4. Other City employees that assist the Public Works Department with snow  
46 operations during the winter schedule shall be assigned as an Equipment  
47 Operator I. However, if an assignment for an Equipment Operator II cannot be  
48 filled by qualified-unit members, then the employee, if qualified, may be utilized  
49 as an EOII. Water Resource Protection and any other City employees assisting  
50 the Public Works Department will be compensated at the EOI rate of pay, or their  
51 current rate of pay, whichever is greater. Employees assigned as EOII's shall  
52 receive the EOII rate of pay. Unit members will not lose the opportunity for  
53 overtime while other City employees are working.  
54

1 G. HIGHER CLASSIFICATION

2  
3 1. PUBLIC WORKS DEPARTMENT:

4  
5 When employees are temporarily assigned as a Temporary Foreperson, or to  
6 work in a higher classification, by the Department Head, Superintendent, or  
7 designee, for any portion of a day, they shall be paid a stipend equal to eight (8)  
8 percent of the employee's base rate of pay for a minimum of four (4) hours, or for  
9 the actual hours worked each day, whichever is greater, plus any overtime work  
10 in said higher classification. Higher classification will be determined by operating  
11 equipment that is specifically listed in the job descriptions.

12  
13 The Director of Public Works may assign a qualified employee as a Seasonal  
14 Foreperson. This assignment may be for the entire season or part of the season.  
15 The employee assigned to the Seasonal Foreperson will be paid at the  
16 Foreperson's base rate of pay at the employee's current seniority step as listed in  
17 the Wage Scale in the Appendix B.

18  
19 2. PARKS DEPARTMENT:

20  
21 When employees are temporarily assigned as a Temporary Foreperson, or to  
22 work in a higher classification, by the Department Head, Superintendent, or  
23 designee, for any portion of a day, they shall be paid a stipend equal to eight (8)  
24 percent of the employee's base rate of pay for a minimum of four (4) hours, or for  
25 the actual hours worked each day, whichever is greater, plus any overtime work  
26 in said higher classification.

27  
28 H. SHIFT DIFFERENTIAL

29  
30 A shift differential of 35¢ per hour shall be paid to employees assigned to the evening  
31 shift. The City may establish hours of work outside the 7:00 a.m. to 3:00 or 3:30 p.m.  
32 schedule for employees within the job classifications identified in Article 11, Section D,  
33 Wages. All hours worked outside the 7:00 a.m. to 3:00 or 3:30 p.m. schedule shall be  
34 compensated at an hourly rate of 35¢ above the established base rate for the  
35 classification.

36  
37 Effective January 1, 2014, the evening shift differential shall increase to \$0.40 per hour  
38 for all hours worked outside the normal 7:00 a.m. to 3:00 or 3:30 p.m. schedule.

39  
40 I. DIRECT DEPOSIT

41  
42 Direct Deposit of employees' paychecks shall be mandatory for all members of this unit.

43  
44 J. TOOL ALLOWANCE

45  
46 Effective July 1, 2016, Mechanics shall be entitled to a \$500 tool allowance each fiscal  
47 year to purchase new and replacement tools which are generally required to perform  
48 their job duties. Such tool purchases are to be pre-approved by the Department Head,  
49 or Designee.

- 50  
51 1. Employees will have their tool allowance frozen upon resignation. Employees  
52 who terminate mid-year will have their tool allowance for the fiscal year pro-  
53 rated and any overpayment will be deducted from their separation pay.

- 1 2. Eligibility for the tool allowance shall begin when the employee completes  
2 his/her six (6) month probationary period. The annual tool allowance shall be  
3 pro-rated from the date of hire to end of the fiscal year.  
4
- 5 3. The City may replace broken or damaged tools at the discretion of the  
6 Department Head, or Designee.  
7
- 8 4. Tool allowance balances remaining at the end of the fiscal year shall not be  
9 rolled over into the next fiscal year.  
10

## 11 **ARTICLE 12 - NIGHT FOREPERSON/DISPATCHER**

- 14 A. During the period from December 1 to April 1, which may be extended or modified upon  
15 the mutual agreement of the City and Union, a position of Night Foreperson/Dispatcher  
16 may be established provided a qualified candidate exists. The vacancy shall be posted  
17 each November pursuant to Article 4; Section B. Any Public Works employee may apply  
18 for this position. The basic work week for the position shall be five (5) consecutive eight  
19 (8) hour days, with overtime paid for all hours worked outside the regular 8-hour  
20 schedule. The Night Foreperson/Dispatcher shift shall run from 11:00 p.m. to 7:00 a.m.  
21 with a paid 30-minute lunch Monday through Friday.  
22
- 23 B. Between the hours of 11:00 p.m. and 7:00 a.m., the City shall pay in addition to the  
24 foreperson/dispatcher's base hourly rate a 50¢ per hour differential.  
25
- 26 C. In the event the selected candidate is unavailable to work his/her shift, the shift may or  
27 may not be filled at the discretion of the Public Works Director or his/her designee.  
28

## 29 **ARTICLE 13 – OVERTIME**

### 30 **A. HOURS OF WORK**

#### 31 1. Schedule:

- 32 a. All hours worked by an employee in excess of eight (8) hours in any work  
33 day as defined in Article 7, Hours of Work, Section A (1, 2, 4, 5, and 6),  
34 with the exception of employees assigned to work a non-traditional  
35 schedule as defined in Appendix A, or more than forty (40) hours in any  
36 one (1) work week as defined in Article 7, Hours of Work, Section A (3),  
37 shall be at a rate of one and one half (1.5) times the employee's regular  
38 hourly rate, with the exception of hours paid under the call in pay  
39 provision.  
40
- 41 b. Any non-traditional hours of work that vary from the basic work week and  
42 work shift as defined in Article 7, Hours of Work, Section A (1) and A (2),  
43 shall be bargained with the Union prior to implementation.  
44
- 45 c. For the purposes of equitable distribution and tracking of overtime  
46 according to seniority within the department, all departmental employees'  
47 overtime hours will be "zeroed out" on the first Monday in April and the  
48 first Monday in November of each year.  
49

- 50 2. For the purposes of this section, hours worked shall not include:  
51  
52  
53  
54

- a. Hours compensated for sick leave.
- b. Hours compensated for Worker's Compensation.

B. COMPENSATORY TIME

- 1. Employees of this unit may earn, accrue, and receive compensatory time off up to a maximum fifty (50) hours of compensatory time in lieu of payment of such overtime per year. Said year shall run from December 1 to November 30. (This is not an earn and burn compensatory time payment system). Such compensatory time shall be earned at a rate of time and one half (1.5) the number of eligible hours worked and as defined by "hours worked" within Article 14, Section A, 2. Employees are required to use or cash out accrued compensatory time by November 30<sup>th</sup> of each year.
- 2. Compensatory time off is subject to the following:
  - a. Management approval. The city has the authority to schedule, reschedule or deny compensatory time depending on available personnel so as to not interfere with normal workflow requirements.
  - b. Employees shall request compensatory time off within at least forty-eight (48) hours of the requested time off.
  - c. No overtime is created by the scheduling of said compensatory time.
  - d. The normal workflow requirements as determined by the Director shall not be interfered with by the scheduling of said compensatory time.
  - e. Shall be approved or used on a first come first serve basis.
  - f. No compensatory time will be granted during an employee's probationary period.
- 3. Employees of this unit may earn and burn compensatory time in lieu of overtime pay up not to exceed seventy-five hours on the books at any one time. Employees may complete a *Compensatory Time Payment Slip* to receive overtime pay in lieu of compensatory time. Such compensatory time shall be earned at a rate of time and one half (1.5) the number of eligible hours worked and as defined by "hours worked" within Article 14, Section A, 2. All accrued compensatory time under this paragraph shall be cashed out on June 30<sup>th</sup> of each year at straight time pay.

C. CALL IN PAY/OVERTIME AS EXTENSION OF WORK DAY

- 1. An employee called back for overtime work after completing the regular work shift and who had punched out shall be paid "call in pay." Call in pay shall equal a minimum of two (2) hours at straight time pay, plus time and one-half (1.5) for all time worked.
- 2. When overtime work, as an extension of the work day in a particular job becomes available, it will be offered first to employees working at that particular job or job site, then to other unit members. Such work may be up to four (4) hours, and will

1 be paid at a rate of time and one half (1.5) the employee's regular hourly rate.  
2 Call in pay will not be paid for overtime which is a continuous extension of the  
3 workday or for work performed up to one [1] hour before the scheduled start of  
4 the work day.  
5

6 a. Seasonal or temporary employees may work in excess of forty (40) hours in a  
7 work week if all bargaining unit members have first been offered and refused  
8 available overtime opportunities.  
9

10 3. Notification of voluntary overtime as an extension of the work day (not call back)  
11 shall be three (3) hours notice, when possible, before quitting time. Employees  
12 will have thirty (30) minutes to respond to the Director or the Director's designee  
13 of the respective department refusing or accepting overtime. If the employee fails  
14 to respond, the offer will be considered a refusal and the employee shall be given  
15 a refusal slip.  
16

17 4. Scheduled Overtime - Call in pay will not be paid for overtime work scheduled  
18 and posted at least forty-eight (48) hours in advance, outlined as follows:  
19

20 a. Scheduled overtime shall be as specific as possible and postings will  
21 include proposed dates, times, task and the number of employees  
22 required. Postings shall be in a prominent location as determined by the  
23 Director and will be posted at least forty-eight (48) hours in advance of  
24 the scheduled overtime. Employees who are interested in working the  
25 scheduled overtime shall sign the posting that shall be considered proof  
26 of the employee's intent to work this overtime. During the forty-eight (48)  
27 hour notice of scheduled overtime, any unscheduled overtime shall be  
28 dispersed as outlined in Section D – Overtime Distribution of this Article.  
29 Within twenty-three (23) hours of commencement of the scheduled  
30 overtime, employees having signed up shall be assigned the scheduled  
31 overtime based on their standing on the current overtime list. Hours  
32 worked shall be recorded as per Section D of this Article. All employees  
33 who have not signed the scheduled overtime posting will be awarded a  
34 refusal for that scheduled overtime as per Section D of this Article. Any  
35 employee who has signed the scheduled overtime posting indicating  
36 his/her intent to work shall be required to work the overtime. Forced  
37 assignment of employees signed up on the scheduled overtime posting  
38 shall be made on the basis of reverse seniority. When scheduled  
39 overtime assignments must be filled on a force basis, employees who did  
40 sign up but did not work the assignment shall be rewarded a refusal.  
41 Employees failing to be available to work scheduled overtime once they  
42 have indicated their intent to work may, at the discretion of the Director,  
43 be subject to disciplinary action as outlined in Article 7.  
44

45 b. The City has the right to change the assignment of scheduled overtime  
46 based on weather or operational needs of the Department.  
47

48 c. In the event that multiple employees are required or multiple shifts of  
49 overtime are required, the scheduled overtime posting assignments shall  
50 continue to be filled based on the current overtime list as outlined in  
51 Section D of this Article. In the event the scheduled overtime must be  
52 cancelled by management, all employees assigned the scheduled  
53 overtime shall be awarded a call in as outlined in Section C of this Article.  
54 If management cancels the scheduled overtime with less than 24 hours

1 notice of the commencement of the scheduled overtime work, eligible  
2 employees for the call in pay due to cancellation will be determined from  
3 the overtime roster at the time of cancellation. Scheduled overtime that is  
4 cancelled 24 hours prior to its commencement will not be subject to call in  
5 payment. In the event no employees sign up for scheduled overtime, the  
6 Director or the Director's designee shall have the option of employing  
7 outside help to complete the scheduled work.  
8

9 **D. OVERTIME DISTRIBUTION**

- 10
- 11 1. The Director, or the Director's designee, shall have the option of employing  
12 qualified outside help when considered necessary by the Director. However, no  
13 regular personnel shall be denied the chance to work as the result of hiring  
14 outside help.  
15
  - 16 2. Overtime assignments shall be made on a voluntary basis, and scheduled in  
17 accordance with this Article except when an emergency condition exists. An  
18 emergency condition is one which threatens the health, safety, welfare or  
19 property of the residents of South Portland and over which this City has no  
20 control. The City Manager or the manager's designee retains the authority to  
21 determine when an emergency condition exists. In an emergency condition, the  
22 respective Department Heads may utilize the other Department's overtime list.  
23
  - 24 3. All overtime work shall be distributed evenly among all eligible employees within  
25 classification using the following system. A separate overtime list shall be  
26 established for each Department. In emergency conditions, Department Heads  
27 may utilize the overtime list from the other Department to fill overtime slots.  
28 Overtime call-in lists shall be established for each classification by department, at  
29 the beginning of each fiscal year, and shall be updated and posted weekly.  
30 Whenever overtime is available in classification, employees shall be called in the  
31 order that their names appear on the list, other than when overtime is an  
32 extension of the regular work day in which employees working at a particular job  
33 site or job are offered overtime.  
34
  - 35 4. Upon accepting or refusing an offered overtime, the employee's name shall be  
36 rotated to the bottom of the list, giving each employee within classification an  
37 equal opportunity to work overtime. However, an employee's name will remain in  
38 the same position on the overtime rotation list and shall not be placed at the  
39 bottom of the list until that employee's compensation or offer for overtime work is  
40 equal to a minimum call-back assignment (i.e., four (4) hours at straight time  
41 pay). If an employee is not available, this will be considered as a refusal. A  
42 record of all overtime offered, whether worked or refused, shall be kept and  
43 posted monthly on the respective departmental bulletin board. Each week  
44 employees' names shall be placed on their respective call-in lists, with the  
45 employee with the least amount of overtime (a total of hours worked and hours  
46 refused) placed on top of the list. This list shall be reviewed each week to insure  
47 that overtime is offered on an equal basis to all eligible employees.  
48
  - 49 5. Initial Overtime List for New or Newly Promoted Employees  
50
  - 51 a) Newly hired employees will be initially integrated into the overtime list by  
52 being "assigned" the same number of overtime hours as the employee in  
53 the same classification at the bottom of the overtime list on the new  
54 employee's date of hire. The purpose of this initial overtime hour

1 “assignment” is to evenly disperse overtime within the bargaining unit.  
2 These “assigned” overtime hours are not compensable, and will not be  
3 paid out to the new employee as hours actually worked. This is a one-  
4 time adjustment for new employees for tracking and disbursement  
5 purposes. In accordance with Sec. (A)(1)(c) of this Article, department  
6 employees’ overtime hours will be “zeroed out” on the first Monday in  
7 April and the first Monday in November.  
8

9 b) Employees who are transferred to another Department within the  
10 bargaining unit will be integrated into that department’s overtime list and  
11 classification in the same manner as new employees.  
12

13 c) Employees who change classification within the same department will  
14 maintain their total overtime hours from their previous classification and  
15 will be slotted into the new classification accordingly. In accordance with  
16 Sec. (A)(1)(c) of this Article, department employees’ overtime hours will  
17 be “zeroed out” on the first Monday in April and the first Monday in  
18 November.  
19

20  
21 6. Any employee on light duty may be offered overtime work with the approval of  
22 the Department Head, on a case by case basis, that is within the documented  
23 work restrictions for the employee. All overtime work assigned under this section  
24 will comply with the contractual overtime assignment article.  
25

26 **E. STANDBY PAY**  
27

28 1. Employees who are required to stand by and be available to report to work on a  
29 timely basis during the snow plowing operation from the first Monday in  
30 November through the first Monday in April shall receive a \$3.25 stipend per day  
31 (7 days per week) if they hold a Class B Commercial Driver’s License, and a  
32 \$1.00 stipend per day (7 days per week) if they do not hold a Class B  
33 Commercial Driver’s License for being "on call." Only employees assigned to  
34 snow plow operations will be eligible to receive standby pay. Employees who  
35 were not available, or not available on a timely basis, will not receive standby  
36 pay for that week. If an employee fails to notify the Department within fifteen  
37 (15) minutes, the Department Head may elect to assign the work to other  
38 members of the bargaining unit or to others. In the event that an employee  
39 responds after the fifteen (15) minute notification period, and provided the work  
40 has not been otherwise assigned, the employee shall be allowed to perform the  
41 work assigned by the Department Head.  
42  
43

44 **ARTICLE 14 - HEALTH AND LIFE INSURANCE**  
45

46 **A. COMPREHENSIVE HEALTH AND HOSPITALIZATION INSURANCE**  
47

48  
49 1. The City shall continue to make available to full-time employees and their eligible  
50 dependents group health and hospitalization insurance coverage and benefits through  
51 the Maine Municipal Employees Health Trust (MMEHT) Comprehensive Point of Service  
52 Plan C (POS-C). The City reserves the right to change or provide alternate insurance  
53 providers, contract with health maintenance organizations, or to self-insure as it deems  
54 appropriate to provide health insurance coverage and benefits, so long as the new  
55 coverage and benefits are substantially similar to the MMEHT Point of Service Plan C.

1 The City shall not be responsible for changes in benefits unilaterally imposed by  
2 providers or as changed by Federal or State law, rules or regulation. The City will give  
3 the Union a minimum of ten (10) working days notification, or more when possible, of  
4 any plan changes unilaterally imposed by providers. The Union reserves the right to  
5 bargain over the impact of these changes.  
6

7 2. a.) Effective January 1, 2015, as an alternative to POS Plan C, the City will provide  
8 to employees and their eligible dependents the Maine Municipal Employees Health  
9 Trust (MMEHT) PPO-500 plan. Through a health reimbursement account (HRA #1)  
10 administered by a company of the City's choosing, the City will reimburse employees  
11 for properly documented deductible and coinsurance in the PPO 500 plan up to \$1,125  
12 for single coverage and \$2,250 for single with child and family coverage, on an annual  
13 basis. The reimbursement (HRA #1) represents 75% of the deductible and coinsurance  
14 as determined by the Explanation of Benefits (EOB). Through a health reimbursement  
15 account (HRA #2) employees or dependents enrolled in the PPO 500 plan are also  
16 eligible for an annual \$400 benefit to cover co-pays, dental, vision and other IRS Code  
17 213 (d) expenses. Employees may request the remaining 25% balance be paid from  
18 the HRA #2, to the extent of funds available. Employees enrolled in Plan POS-C are  
19 not eligible for the health reimbursement accounts (HRA #1 and HRA #2.) The PPO  
20 500 plan represents a voluntary choice for employees. No employee covered by this  
21 collective bargaining agreement shall be compelled to participate in this plan for the  
22 duration of this Agreement.  
23

24 b.) Effective January 1, 2015, employees who convert from Plan POS-C to the PPO  
25 500 plan are eligible for a \$500 lump sum payment. Employees who receive the one-  
26 time \$500 lump sum payment shall remain in the PPO 500 plan for a minimum of two (2)  
27 years, or they shall be required to refund the City one-half (50%) of the lump sum  
28 payment (\$250) to switch back to Plan POS-C. As an option to the lump sum cash  
29 payment, employees may elect a \$500 pre-tax contribution to an ICMA 457 plan, or  
30 Section 125 Flexible Spending Account (FSA.)  
31

32 3. Beginning January 1, 2002, the City shall pay 100% of the individual premium rate for  
33 the employee, and effective annually thereafter, employees with family or dependent  
34 health and hospitalization coverage shall, as a condition of participation for the family or  
35 dependent coverage, share in the premium rate increase. Should the City decide to  
36 change anniversary dates of its insurance policy(s), the change in policy years shall not  
37 affect any calculation of payroll deduction until the following January 1<sup>st</sup>.  
38

39 a. Effective January 1, 2014, or upon the execution of this Agreement, whichever  
40 date occurs first, employee premium contribution rates will be adjusted as  
41 follows:  
42

- 43 ➤ Employee – POS Plan C - 1%;
- 44 ➤ Employee w/ Child – POS Plan C – 11.0%
- 45 ➤ Family – POS Plan C – 15.0%;
- 46

47 b. Effective January 1, 2015, employee premium contribution rates will be adjusted  
48 as follows:  
49

- 50 ➤ Employee – POS Plan C – 1.5%; PPO 500 Plan – 0%
- 51 ➤ Employee w/Child – POS Plan C 11.0%; PPO 500 Plan – 10%
- 52 ➤ Family – POS Plan C-15.0%; PPO 500 Plan – 15%
- 53
- 54

1 c. Effective January 1, 2017, employee premium contribution rates will be adjusted  
2 as follows:

- 3 ➤ Employee – POS Plan C – 2.5%; PPO 500 Plan – 0%
- 4 ➤ Employee w/Child – POS Plan C 11.0%; PPO 500 Plan – 10%
- 5 ➤ Family – POS Plan C-15.0%; PPO 500 Plan – 15%

6  
7  
8  
9 4. For the purpose of this Agreement, “family coverage” shall mean coverage for the  
10 employee and spouse and/or any dependent children. “Dependent coverage” shall  
11 mean coverage for the employee with one or more dependent children with no spouse.  
12 To be eligible to participate in the family or dependent health and hospitalization plan,  
13 employees must sign an authorization form which will allow the City to withhold wages  
14 through weekly payroll deduction to collect the employee’s contribution toward family  
15 and dependent premium increases.

16  
17 5. Employees will have the choice of making such contributions on a pre-tax basis (free  
18 from Federal and State taxes and FICA contribution) under the provisions of Section 125  
19 of the Internal Revenue Service Code or after tax basis.

20  
21 6. For the purposes of this Article, "dependents" shall be defined as:

- 22 a. Legal spouse; Registered domestic partner (as defined in Maine Revised  
23 Statute; Title 22, §2710.)
- 24 b. Unmarried, dependent children under the age of 26 whether natural or  
25 adopted;

26  
27  
28  
29 **B. CASH PAYMENT-IN-LIEU OF HEALTH INSURANCE OPTION**

30  
31 As an alternative to health insurance coverage, if an eligible employee at the beginning  
32 of each year covered by this Agreement elects not to participate in the City-provided  
33 medical insurance coverage and documents that he/she is otherwise covered, or if an  
34 eligible employee elects coverage at a level less than the employee is eligible for as a  
35 result of his/her family situation, the City will reimburse the employee one-half (1/2) of  
36 the City's cost saved as a result of the election of reduced coverage or no coverage. The  
37 cash payments under this provision are taxable income and shall be paid to the  
38 employee as an addition to her/his regular paycheck.

39  
40 Effective January 1, 2015, the cash payment in Lieu of City-provided medical insurance  
41 coverage for employees hired in the bargaining unit prior to January 1, 2015, will be  
42 frozen at the rates then in effect on January 1, 2014, as follows:

- 43 ➤ From Family to No Coverage – frozen at \$8,170 per year
- 44 ➤ From Family to Single – frozen at \$3,385 per year
- 45 ➤ From Family to Employee & Dependent – frozen at \$1,971 per year
- 46 ➤ From Employee & Dependent to No Coverage - \$6,198 per year
- 47 ➤ From Employee & Dependent to Single - \$1,913 per year
- 48 ➤ From Single to No Coverage - \$4,285 per year

49  
50  
51 For new employees hired on or after July 1, 2014, the cash payment in Lieu of City-  
52 provided medical insurance coverage shall be as follows:

- From Family to No Coverage – \$6,000 per year
- From Family to Single – \$2,775 per year
- From Family to Employee & Dependent – \$1,375 per year
- From Employee & Dependent to No Coverage - \$4,500 per year
- From Employee & Dependent to Single - \$1,400 per year
- From Single to No Coverage - \$3,000 per year

8 C. LIFE INSURANCE

- 10 1a) Group Life Insurance – Maine PERS: The City participates in the Maine Public  
11 Employees Retirement System (also referred to as “MainePERS”) Group Life  
12 Insurance Program. All permanent full-time and part-time employees working at  
13 least twenty (20) hours per week shall be eligible at their own cost for Basic  
14 Group Life Insurance as provided by State statute, through payroll deduction.  
15 Employees who hold Basic Group Life Insurance are also eligible for  
16 Supplemental and/or Dependant Life Insurance through payroll deduction.  
17 Coverage, costs, and benefits are determined by State law. Employees need not  
18 be members of the Maine PERS pension program to purchase the Life  
19 Insurance.
- 21 1b) Basic Life Insurance – Participants in the City’s group health insurance plan will  
22 receive basic life insurance equivalent to the employee’s annual base wage,  
23 rounded to the nearest thousand (\$1,000) dollars, at no cost. Participants shall  
24 be eligible to purchase, through payroll deduction, additional life insurance  
25 coverage equal to one, two, or three times their annual base wage. Employees  
26 who do not participate in the City’s health plan and receiving the cash payment-  
27 in-lieu may purchase life insurance coverage through MMEHT and/or through  
28 Maine PERS (see above), at their own expense.
- 30 2. The City reserves the right to change or provide alternate life insurance carriers  
31 as it deems appropriate for any form or portion of insurance coverage referred to  
32 in this Article. The City shall not be held responsible for changes or benefits  
33 unilaterally imposed by the insurance provider or as changed by Federal or State  
34 law, rule or regulation. The City will give the Union sixty (60) days notification of  
35 any life insurance plan changes and the Union reserves the right to bargain over  
36 the impact of these changes.

38 D. DENTAL INSURANCE AND VISION CARE INSURANCE

40 Employees may participate in any dental insurance plan or vision care plan which may  
41 be made available to employees at their own cost and through payroll deductions.  
42 Employees may enroll a spouse, legal domestic partner and dependent children in the  
43 plans. In no case shall the City be required to make dental or vision care insurance  
44 available to employees. The City shall contract with any dental or vision care provider of  
45 its choosing. Participation shall be regulated in accordance to the plan document.

48 **ARTICLE 15 - SICK LEAVE**

51 A. PURPOSE AND ACCRUAL OF SICK LEAVE

53 Sick leave shall be earned at the rate of one and one quarter (1.25) days per month with  
54 unlimited accumulation. Sick leave may be used only in the following cases:

- 1  
2 1. Personal illness or physical incapacity of such degree as to render the employee  
3 unable to perform the duties of his position, unless the employee is capable of  
4 doing other work in his department and is assigned to such other work.  
5
- 6 2. Attendance upon members of the family within the household of the employee  
7 when their illness requires care by such employee, not to exceed one (1) day per  
8 month nor more than a total of six (6) days in any contract year. The one (1) day  
9 limit may be waived by the Department Head if illness of the employee's spouse  
10 requires absenteeism by the employee.  
11
- 12 3. At the discretion of the employee's Department Head, sick leave may be used in  
13 the event of the death of the employee's spouse or registered domestic partner,  
14 child, mother, father, brother, sister, mother-in-law, or father-in-law but in no  
15 event for more than six (6) calendar days. One (1) day sick leave may be granted  
16 at the discretion of the Department Head to attend the funeral of a stepchild,  
17 grandchild, brother-in-law, sister-in-law, grandmother, and grandfather.  
18
- 19 4. If sick leave is exhausted and an employee is not eligible for Family and Medical  
20 Leave as governed by state and/or federal FMLA laws as they may apply an  
21 employee must use accrued vacation time, compensatory time, or an available  
22 floating holiday as sick leave. An employee, after exhausting all accrued benefit  
23 time, may request an unpaid leave of absence for sickness with the Human  
24 Resources Director. The employee must present medical documentation  
25 certifying the need for the leave of absence. The decision of the Human  
26 Resources Director shall be final.  
27

28 **B. CRITERIA FOR DETERMINING ABUSE OF SICK LEAVE**

- 29
- 30 1. The City has a legitimate concern in preventing the abuse of sick leave. The City  
31 has the right to require an employee to provide from an attending physician or  
32 other health professional a certificate to substantiate the claimed illness or  
33 incapacity. The City retains the right to send an employee to a medical provider  
34 selected by the City, at the City's expense. The employer shall not require said  
35 certificate until after five (5) consecutive work days of sick leave in a twelve (12)  
36 month period. In such instances, employees may be eligible for regular or  
37 intermittent Family and Medical Leave (FMLA) as governed by state and/or  
38 federal FMLA laws as they may apply, and/or as amended.  
39
- 40 2. Any employee submitting a claim based on a false statement, or covering a  
41 period during which the employee was not actually disabled, will be considered  
42 abusing the sick leave privilege. An employee abusing these privileges or making  
43 false representation regarding the use of sick leave will be considered just cause  
44 for disciplinary action up to and including termination of employment.  
45
- 46 2. Employees who exhaust their sick leave balance and have not been approved, or  
47 are not eligible, for an unpaid Family Medical Leave of Absence, or have  
48 exhausted his or her accrued benefit time pursuant to section A.4. of this Article  
49 shall be considered "absent without leave". Such unauthorized absence from  
50 work may be considered just cause for discipline up to and including termination  
51 of employment.  
52  
53  
54

1 C. FAMILY AND MEDICAL LEAVE

2  
3 a) An employee who has been employed for twelve (12) consecutive months and  
4 who has worked 1250 hours in the last twelve months is entitled to up to a total of  
5 twelve (12) weeks of Family Medical leave in any twelve (12) month period. The  
6 twelve (12) month period during which this entitlement may occur is a rolling  
7 twelve (12) month period measured backward from the date an employee uses  
8 any FMLA leave. The leave shall be an unpaid leave. In accordance with the  
9 "substitution provision" of the FMLA regulations, the City may require the  
10 employee to use accumulated paid time off (sick leave, vacation leave,  
11 compensatory time or personal leave) concurrently during the FMLA leave,  
12 unless the employee is on a Workers' Compensation leave of absence. The  
13 employee must give at least 30 days notice of the intended date upon which  
14 Family Medical leave will commence and terminate, unless prevented by medical  
15 emergency from giving that notice. Leave may be consecutive, intermittent, or on  
16 a reduced hour schedule if the employee and the City agree, or if medically  
17 necessary. The employee shall provide medical certification of the need for the  
18 leave. FMLA leave is governed by the requirements of state and/or federal  
19 FMLA laws, as they may apply. If the requirements, benefits, definitions and/or  
20 scope of either the federal or state FMLA changes during the term of this  
21 Agreement, such changes are automatically incorporated into this Agreement,  
22 except that nothing in this provision shall be construed to provide employees with  
23 less protection under FMLA than set forth in this Article.

24  
25 b) Employees who request to use Family and Medical Leave for the purpose of  
26 caring for a domestic partner, or child or parent of domestic partner, must satisfy  
27 the City's eligibility requirements for claiming an individual as a domestic partner.  
28

29  
30 D. PAYMENT OF UNUSED SICK LEAVE

31  
32 1. Employees shall receive one-half of accumulated sick days, not to exceed thirty  
33 (30) days' pay (1/2 of 60) upon resignation, or one-half the accumulated sick  
34 days not to exceed sixty (60) days' pay (1/2 of 120) upon retirement, which shall  
35 be paid to employees upon leaving the department. Resigning employees must  
36 have a minimum of eight (8) years' employment with the City to qualify for the  
37 above payment. A minimum two weeks' notice must be given, as required by City  
38 personnel ordinance. Employees who are discharged from employment are not  
39 eligible for any portion of accumulated sick leave. The above payment shall be  
40 calculated based on one-fifth (1/5) the employee's weekly wage for each day of  
41 sick leave.

42  
43 2. Retiring employees will be eligible to receive, in addition to the above payment of  
44 unused sick leave described above, one half (1/2) of the balance of sick leave  
45 days on the books in excess of 275 days up to a maximum of thirty (30) days.

46  
47 3 "Retirement" for the purposes of this section shall be defined as retiring under  
48 provisions of the Maine Public Employees Retirement System, or after twenty  
49 five (25) years of service, or at age 60.

50  
51 4 In the event of the death of an employee while on the job, the spouse, family or  
52 estate shall be entitled to 100% of the employee's accumulated sick leave.

1  
2  
3 **ARTICLE 16 - WORK RELATED INJURIES**  
4  
5

6 **A. WORKER'S COMPENSATION**  
7

8 1. All employees are covered by the Maine Worker's Compensation Act. Benefits  
9 shall be payable pursuant to that law except for the following:

10  
11 2. Any employee who is injured or disabled in the line of duty shall receive during  
12 the first twelve (12) months immediately following the date of work related injury,  
13 in addition to Workers' Compensation insurance benefits, pay from the City so  
14 that the total of said benefits and pay shall be equal to the employee's full weekly  
15 wage.  
16

17 After a period of twelve (12) months from the date of injury, employees may use  
18 accrued sick leave, vacation leave and compensatory time to supplement  
19 workers' compensation benefits so as to equal the pre-injury average weekly  
20 wage. The use of accrued sick leave, vacation leave and compensatory time  
21 shall be at the employee's discretion.  
22

23 3. Effective July 1, 2014, any employee who is injured or disabled in the line of duty  
24 shall receive during the first five (5) months immediately following the date of  
25 work related injury, in addition to Workers' Compensation insurance benefits, pay  
26 from the City so that the total of said benefits and pay shall be equal to the  
27 employee's full weekly wage.  
28

29 After a period of five (5) months from the date of injury, employees may use  
30 accrued sick leave, vacation leave and compensatory time to supplement  
31 workers' compensation benefits so as to equal the pre-injury average weekly  
32 wage. The use of accrued sick leave, vacation leave and compensatory time  
33 shall be at the employee's discretion.  
34

35 **B. DISABILITY**  
36

37 1. The employer shall provide a reasonable accommodation to qualified individuals  
38 with disabilities to the extent required by the state and federal anti-discrimination  
39 laws as applicable.  
40

41 2. If an employee is unable to return to work due to disability, the leave of absence  
42 shall not exceed one year. If the employee is unable to return to work at the end  
43 of a year, his or her employment shall be terminated.  
44

45 3. In those instances of a work related injury, where an employee has been unable  
46 to perform the duties of his/her regular job classification for two (2) years from the  
47 date of injury, the employee may be terminated. This termination is recognized  
48 as non-disciplinary. If the employee later becomes capable of performing the  
49 duties of his/her former position, the employee may return to that position if it is  
50 vacant. If that position is filled, unfounded or no longer exists, the employee shall  
51 be placed in a vacant position, or the next available position if no such vacancy  
52 exists in the same classification within the department for which the employee is  
53 qualified. An employee may only return to regular work after termination if it has  
54 been determined by the City's physician that the employee is capable of safely

1 returning to work and has the physical and/or mental capacity to perform the  
2 duties of the position. The returning employee shall be treated as if on layoff  
3 status for the period of the termination.  
4

5 In those instances of a non-work related injury, if an employee is unable to return  
6 to work due to disability, the leave of absence shall not exceed one year. If the  
7 employee is unable to return to work at the end of a year, his or her employment  
8 may be terminated.  
9

## 10 **ARTICLE 17 – VACATIONS**

### 11 **A. VACATION ACCRUAL**

12  
13 All employees with less than five (5) continuous years of service shall be entitled to two  
14 (2) weeks of vacation. All employees with five (5), but less than twelve (12) continuous  
15 years of service shall be entitled to three (3) weeks of vacation. All employees with more  
16 than twelve (12) years of continuous service, but less than twenty (20) shall be entitled  
17 to four (4) weeks of vacation. All employees with over twenty (20) continuous years of  
18 service shall be entitled to five (5) weeks of vacation. Years of service, for the purpose of  
19 this Article, shall mean total years of service with the City. Vacation time will accrue on a  
20 monthly basis and said accrual and usage will be noted on employee's check stubs.  
21  
22

### 23 **B. SCHEDULING VACATIONS**

- 24 1. Vacations shall be scheduled by the Department Head so as not to interfere with  
25 the normal workflow requirements as determined by said Department Head.  
26 Requests for single days of vacation will be at the discretion of the Department  
27 Head.  
28
- 29 2. From December 1 to 15 each calendar year, employees may file with their  
30 respective Department Head or Division Head a written request for vacations to  
31 be used during the next calendar year. Requested vacations will be approved  
32 and confirmed by December 25<sup>th</sup> of each year and shall be based on seniority  
33 and seasonal work flow requirements at the discretion of the Department  
34 Head(s). Any employee who did not submit a vacation request prior to December  
35 15 or did not select all available vacation time may request such vacation time  
36 from the Department. Such requests will be considered on a first come, first  
37 served basis.  
38
- 39 3. Employees will be allowed to swap confirmed vacation with one another with the  
40 approval of the Department Head.  
41
- 42 4. During the period between November 1st and April 1st, all Parks and Public  
43 Works Department employees shall be available for overtime by leaving his or  
44 her name and telephone number as to where he or she can be reached should  
45 the Department Head, or Superintendent, determine that there is a need to call  
46 back employees, other than the one (1) employee each from the Public Works  
47 Department and Parks and Recreation Department who received confirmation for  
48 vacation time.  
49
- 50 5. During the period between November 1<sup>st</sup> and April 1<sup>st</sup>, the Department Head, or  
51 Superintendent, may approve additional vacation requests for employees from  
52 the Parks and Public Works Departments, at their discretion, and based on  
53  
54

1 winter operational needs, staffing levels and/or weather/snow projections. These  
2 employees may be approved for vacation.

- 3  
4 6. The Department Head, or Superintendent, has the authority to schedule, re-  
5 schedule or deny vacations depending upon available personnel so as to not  
6 interfere with normal work flow requirements, other than those individuals who  
7 have received a confirmed vacation between November 1st and April 1st.  
8  
9 7. During the period between April 1<sup>st</sup> and November 1<sup>st</sup>, employees on a confirmed  
10 vacation will not receive call back calls to work overtime, unless they inform the  
11 Department Head, or Superintendent, that they are available and wish to be  
12 called for available overtime during their vacation period.  
13  
14 8. Verification of vacation dates will be given by the City within two (2) weeks after  
15 an employee requests such vacation time.  
16  
17

## 18 **ARTICLE 18 – HOLIDAYS**

### 19 **A. HOLIDAYS**

- 20  
21  
22  
23 1. All employees shall receive eleven (11) paid holidays. The holidays are: New  
24 Year's Day, Martin Luther King Jr. Day, Presidents' Day, Patriots' Day, Columbus  
25 Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving  
26 Day, and Christmas Day.  
27  
28 2. Holidays which fall within the vacation period of an employee shall not be  
29 counted as a vacation day but as a holiday.  
30  
31 3. If a paid holiday falls on a Sunday, then the following Monday shall be observed  
32 as the holiday. If a paid holiday falls on a Saturday, the preceding Friday shall be  
33 observed as a holiday.  
34  
35 a.) Employees working a non-traditional schedule, including, but not limited to,  
36 transfer station and Parks employees, shall have the holiday off if the  
37 holiday falls on a scheduled work day. Monday holidays that fall on an  
38 employee's regular day off will be observed on Tuesday, or Wednesdays  
39 when employees are working Week A of the Rotating Schedule as  
40 referenced in Appendix A, Non-Traditional Hours of Work, Parks  
41 Department. Non-Monday holidays shall be observed either the immediate  
42 day before or after the holiday and must fall in the same work week.  
43 Holidays shall be compensated at the employee's base hourly rate of pay  
44 for the total number of hours regularly scheduled to work.  
45  
46 4. Employees required to work on a holiday shall receive a day's pay plus overtime  
47 for all hours worked. Overtime pay for working on the fourth of July, Labor Day,  
48 Thanksgiving Day or December 25th shall be two (2) times the employee's  
49 regular rate.  
50  
51 5. To be eligible, employees must work scheduled hours for holiday week unless  
52 excused, legitimately sick, or unable to work because the employee is injured just  
53 prior to holiday.  
54

1 B. FLOATING HOLIDAY  
2

3 The City will also observe one (1) floating holiday to be used as a personal day during  
4 each calendar year. Employees shall be permitted to take a floating holiday on any day  
5 within a calendar year with the approval of the respective Department Director or a  
6 designee. The floating holiday shall be scheduled at least forty-eight (48) hours prior to  
7 the beginning of the affected workday. Once an employee has received approval of the  
8 respective Department Director or a designee for the scheduled holiday, the City may  
9 not revoke the holiday. Employees out on holiday leave under this paragraph shall not  
10 be eligible for non-emergency overtime.  
11

12  
13 **ARTICLE 19 - BEREAVEMENT LEAVE**  
14  
15

16 A. In the event of the death of an employee's spouse, child, mother, father, or registered  
17 domestic partner (pursuant to Maine Revised Statutes; Title 22, §2710) living in the  
18 household of the employee, the employee, upon request, shall be granted up to five (5)  
19 days leave with full pay to make household adjustments, arrange for services or travel to  
20 attend funeral services. Employees shall also be allowed to use sick leave in the manner  
21 provided by Article 16, Sick Leave.  
22

23 B. In the event of the death of an employee's stepchild, grandchild, brother, sister, mother-  
24 in-law, father-in-law, or grandparents, the employee, upon request, shall be granted  
25 three (3) days leave with full pay to make household adjustments, arrange for services  
26 or travel to attend funeral services.  
27  
28

29 **ARTICLE 20 - CITIZENSHIP LEAVE**  
30  
31

32 A. MILITARY LEAVE  
33

- 34 1. Military leave of absence will be provided according to State and Federal laws.  
35  
36 2. For an employee in the reserves who has the annual field training or equivalent  
37 and providing the reserve wages are less than an employee would have normally  
38 earned at the employee's City job, the City shall pay the difference between  
39 reserve wages and the employee's regular base wages for that time period, for  
40 up to three (3) weeks per calendar year. To qualify for this pay, the employee is  
41 required to furnish the City with an official copy of the reserve wages for these  
42 training periods.  
43  
44 3. Employees may utilize vacation time for Military Leave.  
45

46 B. JURY LEAVE  
47

48 Employees shall be granted leave with pay when it becomes necessary for them to be  
49 absent from work for the purpose of such citizenship obligations as the following: jury  
50 duty, witness (when properly subpoenaed), and other similar obligations provided,  
51 however, that should any fees be paid the employee, the employee will receive as  
52 wages the difference between the employee's regular wages and the amount of the fees  
53 so paid, if any, if such fee is less. All notices to an employee to appear for any  
54 citizenship obligation shall be presented to the employee's Department Head in order for  
55 the employee to be eligible for payment of wages during his absence.

1  
2 C. VOTING  
3

4 If an employee works overtime on an election day that would prevent the employee from  
5 having available time to vote, the employee shall be granted such time off necessary to  
6 exercise that civic duty of voting.  
7

8  
9 **ARTICLE 21 - PENSION AND RETIREMENT**  
10

11 A. All employees of the bargaining unit shall participate in Social Security and Medicare.  
12 The rate(s) of contribution for both the City and the employee shall be determined by  
13 Federal law.  
14

15 B. MAINE PUBLIC EMPLOYEES RETIREMENT SYSTEM  
16

17 Effective July 1, 1995, the City shall extend to all full time employees a retirement  
18 pension under Maine Public Employees Retirement System Consolidated Plan (Plan A,  
19 1/50, COLA) entitling employees to a pension benefit determined by the accrued service  
20 up until July 1, 1995 to be calculated on 1/50, COLA basis, in accordance with and  
21 subject to the provisions of the statutes of the State of Maine and the rules of the Maine  
22 Public Employees Retirement System now applicable or as they may hereinafter be  
23 amended. The employee's rate of contribution shall be established by the statutes of the  
24 State of Maine. Effective July 1, 1995, the employees' rate of contribution shall be 6.5%  
25 of gross weekly earnings.  
26

27 C. DEFERRED COMPENSATION 457/401a PLAN  
28

29 Employees who choose not to become members of the Maine Public Employees  
30 Retirement System may join the City of South Portland Deferred Compensation Plan as  
31 established by the provisions of that plan document, as amended.  
32  
33

34 **ARTICLE 22 - HEALTH AND FITNESS**  
35

36 In order to promote the fitness and health of employees of this unit, the City agrees to waive the  
37 membership fees and daily user fees for the South Portland Municipal Golf Course, and  
38 Municipal Pool. Employees shall be permitted to utilize such facilities during the normal  
39 operating hours of those municipal fitness facilities.  
40  
41

42 **ARTICLE 23 - PROTECTIVE CLOTHING AND SAFETY**  
43  
44

45 A. PROTECTIVE CLOTHING  
46

47 1. The City will furnish foul weather gear and personal protective equipment (PPE)  
48 necessary for the work being performed, as determined by the City. Foul  
49 weather gear and personal protective equipment shall remain the property of the  
50 City and shall be maintained, repaired or replaced by the City on an "as  
51 needed" basis. Employees are expected to properly care for the outerwear and  
52 personal protective equipment issued to them.  
53

54 2. Employees covered by this Agreement will have up to \$420 per fiscal year for the  
55 acquisition and/or replacement of department approved protective footwear (as

1 specified by the American Society of Testing Material (ASTM) F2413-05  
2 standard), department approved winter clothing and coveralls, shirts, and pants.  
3 Employees may use their annual allowance to purchase approved clothing from  
4 a vendor(s) selected by the City. The City shall determine the process in which  
5 employees may purchase these items or method of reimbursement. Remaining  
6 balances at the end of the fiscal year on June 30th will not be "rolled over" to the  
7 next fiscal year. Employees who are discharged, retire or otherwise separate  
8 their employment with the City shall not be entitled to the balance of any unused  
9 clothing allowance.

- 10
- 11 3. Employees shall wear the department approved clothing and protective footwear  
12 provided by the City during work hours, and maintain a neat and clean  
13 appearance. Employees who report to work or the job site not wearing the  
14 approved clothing, protective footwear and appropriate personal protective  
15 equipment (PPE) for the job shall not be permitted to work until they are wearing  
16 all the approved and necessary items. Time spent away from the work site to  
17 change into or obtain the required clothing, footwear and PPE shall be unpaid.  
18
- 19 4. MECHANICS: The City agrees to provide a uniform service for Mechanics in lieu  
20 of the clothing allowance. Mechanics who elect the uniform service option shall  
21 be eligible for an annual boot allowance of \$200. Mechanics who choose not to  
22 participate in a uniform service will be eligible for the clothing allowance  
23 described in Section A (2), above.  
24
- 25 5. The City will reimburse employees covered by this Agreement up to a maximum  
26 of \$150 for the term of this Agreement toward the purchase price of safety  
27 prescription eyeglasses (as specified by the American National Standards  
28 Institute – Z87.1.)  
29  
30

31 **ARTICLE 24 - SEPARABILITY AND SAVINGS CLAUSE**  
32  
33

- 34 A. If any Article or section of this Agreement, or any riders thereto, should be held invalid by  
35 operation of law, or by any tribunal of competent jurisdiction, or in compliance with or  
36 enforcement of any Article or section should be restrained by such tribunal pending a  
37 final determination as to its validity, the remainder of this Agreement and of any rider  
38 thereof, or the application of such Article or section to persons or circumstances other  
39 than those as to which it has been held invalid or as to which compliance with or  
40 enforcement of has been restrained, shall not be affected thereby.  
41  
42
- 43 B. Any Article or section declared invalid or unenforceable according to Paragraph One of  
44 this section shall be renegotiable at the time of said declaration; however, all other  
45 Articles shall remain as negotiated at the time of Agreement signing.  
46  
47

48 **ARTICLE 25 – LABOR/MANAGEMENT COMMITTEE**  
49

50 A Labor/Management committee will be formed. It will be responsible for developing  
51 partnering strategies and establishing programs that will lead to cooperative and  
52 collaborative labor/management relations. The parties agree to work together in  
53 identifying and implementing improvements to operations, safety, productivity and  
54 customer service delivery. Other goals include fostering good communications (both  
55 internally and externally), increasing accountability, effectiveness and realization of cost

1 savings. The committee shall meet at least two times per year, and will meet more often  
2 if agreed to by the parties. The committee shall have three members from the  
3 bargaining unit and three members from management. The Union shall select the unit's  
4 members of the Committee and management shall select its members of the Committee.  
5 Additional members may be needed for individual issues and/or sub-committees. It is  
6 understood by the parties that grievances are not a proper subject for discussion by the  
7 committee. It is agreed by the parties that the Committee is not performing collective  
8 bargaining. The Union and Management representatives agree to exchange proposed  
9 agenda items at least one week in advance of any scheduled Labor/Management  
10 Committee meeting.

11  
12  
13 **ARTICLE 26 - TERMINATION AND ZIPPER CLAUSE**  
14

15  
16 **A. RENEWAL OF AGREEMENT**  
17

18 This Agreement shall be effective as of the 1st day of July, 2015, and shall remain in full  
19 force and effect until the 30th of June, 2018 for any member of the bargaining unit  
20 employed as of the signing date of this Agreement. It shall be automatically renewed  
21 from year to year thereafter unless either party shall notify the other in writing 120 days  
22 prior to the anniversary date that it desires to modify this Agreement. In the event that  
23 such notice is given, negotiations shall begin not later than 60 days prior to the  
24 anniversary date. This Agreement shall remain in full force and be effective during the  
25 period of negotiations unless notice of termination of this Agreement is provided to the  
26 other party in the manner set forth in following paragraph.  
27

28 **B. TERMINATION OF AGREEMENT**  
29

30 In the event that either party desires to terminate this Agreement, written notice must be  
31 given to the other party not less than ten (10) days prior to the desired termination date  
32 which shall not be before the termination date set forth in the preceding paragraph.  
33

34 **C. ZIPPER CLAUSE**  
35

36 1. The parties acknowledge that during the course of negotiations which resulted in  
37 this Agreement, each had the unlimited right and opportunity to make demands  
38 and proposals with respect to any subject or matter not removed by law from the  
39 area of collective bargaining and that the understandings and agreements arrived  
40 at by the parties after the exercise of that right and opportunity are set forth in  
41 this Agreement.  
42

43 2. Therefore, the City and the Union, for the duration of this Agreement, each  
44 voluntarily and unqualifiedly waives the right, and each agrees that the other  
45 shall not be obligated to bargain collectively with respect to any subject or matter  
46 referred to or covered in this Agreement unless mutually agreed to by the City  
47 and the Union.  
48

49 3. This agreement supersedes and cancels all previous agreements, verbal or  
50 written or based upon the alleged past practice between the City and the union or  
51 bargaining unit employees and constitutes the entire agreement between the  
52 parties.  
53

**SIGNATURE PAGE**

IN WITNESS THEREOF, the City of South Portland and the employees represented by the American Federation of State, County, and Municipal Employees, AFL-CIO, Council 93, Local #481, set their hands to this Collective Bargaining Agreement under the laws of the State of Maine.

In WITNESS THEREOF, the City has caused this Agreement to be executed and its corporate seal to be affixed by James H. Gailey, its City Manager, thereunto duly authorized by the City of South Portland, as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016 and the Union has caused this instrument to be signed by James Mackie, Staff Representative, AFSCME Council 93, thereunto duly authorized as of the day and year above written.

**For AFSCME Council 93:**

**For the City of South Portland, Maine:**

\_\_\_\_\_  
James Mackie                                  Date  
AFSCME Staff Representative

\_\_\_\_\_  
James H. Gailey                              Date  
City Manager

**For AFSCME Local #481**

\_\_\_\_\_  
Christian Savage,                              Date  
President

\_\_\_\_\_  
Doug Howard,                                  Date  
Director of Public Works

\_\_\_\_\_  
Howard Leighton,                              Date  
Public Works Steward

\_\_\_\_\_  
Sarah Neuts,                                      Date  
Acting Director of Parks, Recreation  
& Waterfront

\_\_\_\_\_  
Elijah Madsen                                  Date  
Parks Steward

\_\_\_\_\_  
Don Brewer                                      Date  
Human Resources Director

\_\_\_\_\_  
Patrick MacVane                              Date  
Public Works

\_\_\_\_\_  
Amy Jennings                                  Date  
Employee Relations Manager

\_\_\_\_\_  
Mark Lorello                                      Date  
Public Works Superintendent

**EXHIBIT A**

## APPENDIX A

### NON-TRADITIONAL WORK SCHEDULE – PARKS DEPARTMENT

In February of each year, Parks management will review the workload, projects and facility/tournament schedules for the upcoming spring, summer and fall to determine the number of available non-traditional work schedules and their shifts. The following 1<sup>st</sup> Monday in March, the staffing needs and the number of available non-traditional schedules and their shifts shall be posted for no less than 5 consecutive work days for interested employees. The non-traditional schedule will be in effect beginning the first Monday in April and ending the first weekend in November.

1. Parks Department employees in the classifications Parks Laborer and Parks Maintainer may be assigned to the Non-traditional Work Schedule.
2. Each employee shall be scheduled to work a shift with regular starting and ending times that may be changed by mutual agreement with the employee.
3. The schedule consists of (4) 9 hour weekday (Mon.-Fri.) shifts and one, 4 hour weekend shift.

Schedule	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	Total Hours
<b>Saturday Schedule</b>	Off	9	9	9	9	4	Off	40
<b>Sunday Schedule</b>	9	9	9	9	Off	Off	4	40

4. Employees shall be paid overtime for all work in excess of 40 hours per week or 9 hours per day, but not both.
5. Non-traditional work shifts include a 30 minute paid meal break at the job site. The meal break shall occur as close to mid-shift as possible, at the discretion of the Foreperson.
6. If a holiday falls on a scheduled work day, the employees shall have the holiday off. Monday holidays that fall on an employee's regular day off will be observed on Tuesday. Non-Monday holidays shall be observed either the immediate day before or after the holiday and must fall in the same work week. Holidays shall be compensated at the employee's current hourly rate of pay for the total number of hours regularly scheduled to work.
7. When an employee uses a vacation or sick day, the total number of hours regularly scheduled to work that day will be deducted from the accumulated balance. Vacation leave and sick leave shall continue to be earned as outlined in the collective bargaining agreement.
8. Employees may swap shifts with other employees with prior approval of Parks management.
9. On any given week(s) the schedule may be adjusted to a weekdays only schedule when weather, workload and facility use/games/tournaments dictate, by mutual agreement of management and the employee.
10. Employees shall be assigned to available non-traditional work schedules on the basis of volunteers by seniority and qualifications first and then by forced assignment of employees hired after June 1, 2013 to fill the remaining shifts.

**Appendix B – Wage Scales**  
**Effective 07/01/2015**

	5	5.5	6	6.5	7
<b>Positions</b>					
-					
Laborer		\$16.60	\$16.93	\$17.26	
Mechanic's Helper	\$17.58	\$17.96	\$18.33		
EOI; Salt Truck Driver, Park Maintainer		\$18.67	\$19.02	\$19.42	\$19.80
EOII; Transfer Station Equipment Operator:	\$19.80	\$20.21	\$20.62	\$21.01	\$21.42
Mechanic I	\$20.61	\$21.01	\$21.43	\$21.87	\$22.30
Mechanic II	\$22.28	\$22.72	\$23.16	\$23.62	\$24.11
Foreperson	\$23.25	\$23.70	\$24.19	\$24.67	\$25.15

**Effective 07/01/2016**

Position	Years of Service	STARTING PAY	<u>2</u>	<u>5</u>	<u>8</u>	<u>10</u>	<u>15</u>	<u>25</u>
	Step	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
LABORER		\$17.21	\$17.62	\$17.97	\$18.32	\$18.50	\$19.02	\$19.89
MECH HELPER		\$18.66	\$19.06	\$19.45	\$19.64	\$19.84	\$20.39	\$21.30
PWD EQI/TD		\$19.41	\$19.81	\$20.18	\$20.61	\$21.01	\$21.57	\$22.52
PWD EQ II		\$21.01	\$21.45	\$21.89	\$22.30	\$22.73	\$23.31	\$24.31
MECH I		\$21.87	\$22.39	\$22.74	\$23.21	\$23.66	\$24.26	\$25.29
MECH II		\$23.64	\$24.11	\$24.58	\$25.07	\$25.59	\$26.21	\$27.29
SNR PRK MT		\$19.41	\$19.81	\$20.18	\$20.61	\$21.01	\$21.57	\$22.52
FOREPERSON		\$24.31	\$24.80	\$25.05	\$25.30	\$25.55	\$25.80	\$26.06

**Effective 07/01/2017**

Position	Years of Service	STARTING PAY	<u>2</u>	<u>5</u>	<u>8</u>	<u>10</u>	<u>15</u>	<u>25</u>
	Step	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
LABORER		\$17.56	\$17.97	\$18.33	\$18.68	\$18.87	\$19.40	\$20.28
MECH HELPER		\$19.03	\$19.44	\$19.84	\$20.04	\$20.24	\$20.79	\$21.72
PWD EQI/TD		\$19.80	\$20.21	\$20.59	\$21.02	\$21.43	\$22.01	\$22.97
PWD EQ II		\$21.43	\$21.88	\$22.33	\$22.74	\$23.19	\$23.78	\$24.80
MECH I		\$22.31	\$22.84	\$23.20	\$23.67	\$24.14	\$24.74	\$25.79
MECH II		\$24.12	\$24.59	\$25.07	\$25.57	\$26.10	\$26.74	\$27.84
SNR PRK MT		\$19.80	\$20.21	\$20.59	\$21.02	\$21.43	\$22.01	\$22.97
FOREPERSON		\$24.80	\$25.30	\$25.55	\$25.81	\$26.06	\$26.32	\$26.58

## **APPENDIX C**

### **CELL PHONE ALLOWANCE**

\$15/month allowance for use of personal cell phone in the performance of duties, for those employees designated by the Department Director, and in accordance with the City's Cell Phone Allowance Policy, as may be amended from time to time.

Cell Phone Allowance Policy to the included in the Appendix C.

### **CELL PHONE ALLOWANCE POLICY**

#### **PURPOSE:**

To establish a policy for the management and use of cellular telephones for City employees.

#### **CELL PHONES:**

1. The City recognizes a need for the use of cellular telephones by City employees in the performance of their duties. Department Directors will determine which employees in their department require the use of cellular telephones. It will be the responsibility of the Director to justify and budget for the cellular phone allowance. The Department Director may elect to provide a monthly allowance to the employee in their paycheck to offset the expense of a personal cellular telephone. The employee is responsible to meet the same standard of service with their personal phone that they would meet if the City issued them a phone. The cellular telephone they use will be their personal property and therefore the employee will be responsible for the capital cost of the phone and the decision whether to carry insurance on the phone at their own expense.
2. When providing a City cell phone the Director must classify what level of access is required for the individual. This should be decided based on the departments' requirements of the position to be accessible. The classifications are as follows:
  - A. Cell Phone Usage: Department requires the ability to reach the person when in the field or as required by their positions duties. Only occasionally contact (under 200 minutes a month).
  - B. Heavy Cell Phone Usage: Department requires the ability to reach the person when in the field or as required by their positions duties. Heavy Daily use of the cell phone (200 minutes a month or more).
  - C. Smart Phone Usage: Department requires the ability to reach the person when in the field or as required by their positions duties. Department also requires the individual to have access to e-mail, texting and/or data services.

3. Each classification will have a specific reimbursement amount, set by the Finance Director. The reimbursement amounts including the \$5 a month equipment allowance will be as follows:

Classification	Plan amount	Equipment	Total Reimbursement
Cell Phone	\$10	\$5	\$15.00
Heavy Cell Phone	\$25	\$5	\$30.00
Smart Phone	\$45	\$5	\$50.00

4. 24 hours, 7 days a week. If they do not have the phone on or choose to not answer the phone, they may lose their allowance and discipline may occur. Excluding vacations, sick days and extended Leave of Absences.
5. In no case, shall the allowance amount exceed the actual cost the employee is paying for their cellular telephone service. If the amount is not over \$10, the employee will only be reimbursed up to the actual amount paid.
6. The equipment allowance for each employee will be \$5 a month. This equipment allowance can be used by the employee for the cost of the phone or the cost of accessories (chargers, belts clips, etc).
7. Employees will be allowed to make and receive personal calls on the cellular phone since it is the employee's personal property. However, these personal calls shall not interfere with work as already provided by city policy. Employees shall refrain from using their cell phones while driving a City vehicle. Employees should proceed to a safe location off the road and stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, the employee shall use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.
8. A cellular telephone authorization form shall be completed by the employee and reviewed and signed by Division Manager (if applicable) and Department Director. The completed form shall then be forwarded to the Finance office.
9. The allowance shall continue until the Finance Director (or his designee) is notified in writing by Department Director to discontinue the allowance or at a time that the employee terminates employment with the City.
10. Annually, as determined by the Financial Services Division, the employee will be required to submit documentation verifying the cellular telephone number and the cost of the plan to ensure that the allowance does not exceed the allowance amount. Since documentation is being provided, the employee will not be taxed on the allowance amount.

## Cellular Telephone Authorization Form

Name: \_\_\_\_  
\_\_\_\_\_

Position:

Department/Division:

Approved Level (Please Circle)    Cell Phone            Heavy Cell Phone            Smartphone

Below are justifications for the required cellular telephone. Please answer all areas that apply to you:

1. Are you required to by the duties of your position to have a cell phone? If yes, please explain.  
\_\_\_\_\_
  
2. Does your position require you to spend a significant amount of time during your workday outside your office or work area? If yes, please explain.  
\_\_\_\_\_
  
3. Does your position require you to travel frequently outside of South Portland? If yes, please explain.  
\_\_\_\_\_
  
4. Does your position require you to supervise or oversee several different work sites at various locations? If yes, please explain.  
\_\_\_\_\_
  
5. Does your position require you to be contacted frequently for critical decisions? If yes, please explain.  
\_\_\_\_\_

Employee Signature:

Date: \_\_\_\_\_

Division Head Signature:

Date: \_\_\_\_\_

Department Director Signature:

Date: \_\_\_\_\_

