

South Portland City Council  
***Position Paper of the City Manager***

***Subject:***

**ORDER #113-13/14 – Authorizing the City Manager to sign a collective bargaining agreement with AFSCME Council 93, Local #461, Parks and Public Works Bargaining Unit, for the period of July 1, 2012 to June 30, 2015. Passage requires majority vote.**

***Position:***

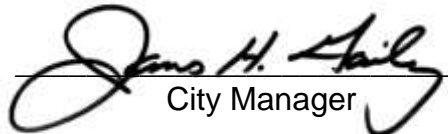
This item is brought forward to authorize the City Manager to sign a successor collective bargaining agreement with AFSCME Council 93, Local #461, Parks and Public Works Bargaining Unit, for the period of July 1, 2012 to June 30, 2015.

The provisions in the tentative agreement are consistent with City Council guidance and were ratified by members of the union.

Included is a memorandum from Human Resources Director Don Brewer outlining the substantive changes in the proposed collective bargaining agreement. Don Brewer, Public Works Director Doug Howard and Parks & Recreation Director Rick Towle will be present at the meeting to answer questions.

***Requested Action:***

Council passage of ORDER #113-13/14.

  
City Manager

**CITY OF SOUTH PORTLAND, MAINE**

**Memorandum**

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**TO: Mayor Jalbert and Members of the City Council**

**FROM: Donald I. Brewer, Human Resources Director**

**DATE: March 10, 2014**

**RE: Recommendation for Adoption of AFSCME Council 93, Local #461, Parks and Public Works Collective Bargaining Agreement for July 1, 2012 to June 30, 2015**

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The City administration has reached a tentative agreement on a successor collective bargaining agreement with AFSCME Council 93, Local #461, Parks and Public Works Bargaining Unit, which represents thirty (30) City employees in Parks and Public Works, including several mechanics.

The term of the tentative agreement is for three (3) years, from July 1, 2012 to June 30, 2015.

The tentative agreement has been ratified by the Union. The terms and provisions are within the guidance set forth by the City Council in executive session.

The Administration recommends your support for the new Agreement on March 17, 2014. Included with this memorandum is a draft copy of the tentative agreement.

Highlights of proposed changes are as follows:

**Article 1 – UNION RECOGNITION**

- Defined seasonal and temporary employees, including when and how they may be employed to supplement the regular workforce;
- Updated job descriptions

**Article 4 – SENIORITY**

- Established the conditions for termination of seniority;
- Expanded reductions in force and recall rights process

**Article 5 – PAST PRACTICE**

- Deleted this article; inserted zipper clause language

## **Article 6 – GRIEVANCES**

- Added a mediation step prior to arbitration to reduce cost of grievances resolution, when both the City and Union agree

## **Article 8 – HOURS OF WORK**

- Regular Mon. – Fri. hours of work for Parks employees changed from 7:00 a.m.-3:30 p.m. w/a 30-min. unpaid meal break to 7:00 a.m.-3:00 p.m. w/a 30-min. paid meal break at the job site; promotes enhanced productivity, efficiency, improved work flow, less travel and fuel consumption;
- Regular work schedule for Public Works employees shall continue to be Mon.-Fri., 7:00 a.m.-3:30 p.m. w/a 30-min. unpaid meal break; Transfer Station hours remain Tues.-Sat., 7:30 a.m.-4:00 p.m., w/30-min. unpaid meal break;
- The City and Union agreed to a trial “non-traditional “ work schedule at Wainwright complex and golf course providing 7-day coverage, from April 1-Oct. 31, resulting in greater efficiency and overtime costs savings.

## **Article 9 – DUTIES**

- Full-time Parks employees hired after Jan. 1, 2013 shall obtain a Class B/Commercial Driver’s License within six months of being hired; not a mandate for current Parks employees hired prior to Jan. 1, 2013. This expands the number of available heavy equipment operators for Parks/Public Works projects, and increases the number of employees who may operate snow plows in winter.

## **Article 12 – WAGES**

- 1.5% base wage increase, retroactive to July 1, 2012
- 2.0% base wage increase, retroactive to March 1, 2014
- 2.0% base wage increase effective July 1, 2014
- Reduced the minimum number of hours per day of higher class pay (8%) for employees temporarily assigned to perform work of a higher classification from eight (8) to four (4);
- Effective January 1, 2014, hourly shift differential pay increases from \$0.35 to \$0.40 for all hours worked outside the regular 7:00 a.m. to 3:00 or 3:30 p.m. schedule;
- Mechanic’s annual tool allowance for purchase and replacement increases from \$250 to \$400.

## **Article 13 – NIGHT FOREPERSON / DISPATCHER**

- Regular work hours for employee assigned as Night Foreperson/Dispatcher, from Dec. 1 to April 1, shall be Mon.-Fri., 11:00 p.m. to 7:00 a.m. w/a paid 30-min lunch; eligible for a \$0.50 per hour night shift differential.

#### **Article 14 – OVERTIME**

- Sick leave used in a regular work week by an employee shall not be counted as hours worked for the purposes of generating overtime; overtime savings;
- The amount of compensatory time an employee may earn and accrue per year increases from 40 to 50 hours; employees required to use or cash out comp time by Nov. 30<sup>th</sup> each year;
- An employee on light duty may be offered overtime work that is within documented work restrictions.

#### **Article 15 – HEALTH AND LIFE INSURANCE**

- Effective Jan. 1, 2015, added the Maine Municipal Employees Health Trust (MMEHT) PPO-500 plan w/City-funded Health Reimbursement Arrangements (HRAs) and conversion payment, as an option to the Plan POS-C; future costs savings on City health insurance premium;
- Effective Jan. 1, 2014, instituted a POC-C single employee premium contribution of 1%; increases to 1.5% effective Jan. 1, 2015; employee w/child and family plan contributions at 11% and 15% respectively for employee portion;
- Effective Jan. 1, 2015, the “cash payment-in-lieu” of City-provided health insurance rates are frozen at 2014 rates; cost savings
- The “cash payment-in-lieu” of City-provided health insurance rates reduced by @35% and frozen for new employees hired into the bargaining unit on or after July 1, 2014; cost savings
- Vision Care and Dental Insurance plans offered to employees of the bargaining unit at 100% employee cost through payroll deduction

#### **Article 17 – WORK RELATED INJURIES**

- Revised outdated Workers’ Compensation language to be in compliance;
- Effective July 1, 2014, in addition to Workers’ Comp benefits, reduced from 12 months to 5 months the amount of pay the City is obligated to pay an employee so that it equals their full weekly wage; cost savings
- After the 5 months employees may use their available sick, vacation or comp time to supplement workers’ comp benefits to equal the pre-injury average weekly wage.

#### **Article 18 – VACATIONS**

- Firmed up the vacation request, selection and confirmation process, including the number of Parks Division and Public Works Division employees who may be granted full week and partial week vacations each week.

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*The projected fiscal note for FY 2013 (year 1) is \$25,188; 1.48% increase*

*The projected fiscal note for FY 2014 (year 2) is \$36,384; \$11,196 increase over FY 2013; 0.65% increase*

*The projected fiscal note for FY 2015 (year 3) is \$93,203; \$56,819 increase over FY 2014; 3.27% increase*

*Note: This successor Agreement contains health insurance and work-related injury concessions that will directly result in future City cost savings, and revised language that will lessen overtime costs.*

Public Works Director Doug Howard, Parks & Recreation Director Rick Towle and I will be available at the meeting to answer any questions regarding the tentative agreement.

Thank you.



CITY OF SOUTH PORTLAND

GERARD A. JALBERT  
Mayor

JAMES H. GAILEY  
City Manager

SALLY J. DAGGETT  
Jensen Baird Gardner & Henry

SUSAN M. MOONEY  
City Clerk

IN CITY COUNCIL

ORDER #113-13/14

**ORDERED**, that the City Manager be and hereby is authorized to sign a collective bargaining agreement with AFSCME Council 93, Local #461, Parks and Public Works for the period of July 1, 2012 to June 30, 2015.

Fiscal Note:	2013	\$25,188
	2014	\$36,384
	2015	\$93,203

Dated: March 17, 2014

District One  
MICHAEL R. POCK

District Two  
PATRICIA A. SMITH

District Three  
MELISSA E. LINSOTT

District Four  
LINDA C. COHEN

District Five  
GERARD A. JALBERT

At Large  
MAXINE R. BEECHER

At Large  
THOMAS E. BLAKE

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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, 2009~~9~~12 to JUNE 30, 2012~~2~~15

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4 **INTRODUCTION**  
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6 Pursuant to the provisions of Chapter 9A, Revised Statutes Annotated of Maine (1964), Title 26,  
7 and all later revisions as enacted by the Maine Legislature, entitled "*An Act Establishing the*  
8 *Municipal Public Employees Labor Relations Law*," this Agreement is made by and between the  
9 City of South Portland, Maine, (hereinafter referred to as the "CITY") and the Local 481, Council  
10 93, American Federation of State, County, and Municipal Employees, AFL-CIO, (hereinafter  
11 referred to as the "UNION") which represents the employees within the Department of Parks  
12 and Recreation, and Department of Public Works, and the Department of Transportation and  
13 Waterfront, and Fire Department Service of the City of South Portland, Maine.  
14

15 In order to increase general efficiency in the City and to maintain the existing harmonious  
16 relationship between the City and its employees, and promote the morale, equal rights, well-  
17 being and security of its employees, the City of South Portland, Maine, and Local 481, Council  
18 93, American Federation of State, County, and Municipal Employees, AFL-CIO hereby bind  
19 themselves in mutual agreement as follows:  
20  
21

22 **ARTICLE 1 - UNION RECOGNITION**  
23

24 A. BARGAINING AGENT RECOGNITION  
25

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

32 B. UNIT DETERMINATION  
33

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

38 Laborer	Mechanic I
39 Salt Truck Driver	Mechanic II/Bus
40 Mechanic II/Fire	Mechanic's Helper
41 Equipment Operator I	Mechanic II/Parks
42 Equipment Operator II	Mechanic II/Public Works
43 <del>Transfer Station Attendant</del>	Senior Park Maintainer/Parks
44 Transfer Station Equipment Operator	Senior Park Maintainer II/Parks
45 <del>Automated Refuse Collection Driver</del>	Supervisor <u>PWD Foreperson</u>
	<u>Parks Foreperson</u>

46  
47  
48  
49 2. The City may hire Seasonal/Temporary employees as follows:  
50

51 a.) Temporary employees may be hired to replace a permanent employee who is on  
52 a leave of absence. The temporary employee may work a standard work week or  
53 less but for a limited period of time, not to exceed six (6) months. If the employee  
54 exceeds six months the City will meet with the Union and explain the need for  
55 continued employment of the temporary employment. The employment will not  
56 exceed one year in total. If the City determined that there is a need to continue

1 the employment for more than one year they will have to have the agreement of  
2 the Union. Temporary employees who are hired shall not be paid a wage higher  
3 than the highest paid employee in the classification the temporary employee has  
4 been paid hired into.

5  
6 b.) Seasonal employees may be hired to work as employees in the Departments of  
7 Public Works and Parks and Recreation. Seasonal employment for Parks and  
8 Recreation shall be up to eight consecutive months. Seasonal employment for  
9 the Public Works Department winter operations shall be November 1 – March 31  
10 and construction season shall be April 1 – October 31. Seasonal employees shall  
11 be paid for hours actually worked and are not eligible for any other benefits  
12 except those mandated by State or Federal law. Seasonal employees are  
13 intended to supplement regular employees. Any seasonal employee who works  
14 more than one season in a twelve month period shall become an employee of  
15 the City and be subject to the provisions of the collective bargaining agreement.  
16 Any of the dates in this section may be extended by mutual agreement between  
17 the parties.

18  
19 C. UNION DEDUCTION

- 20  
21 1. The City agrees to deduct the Union's weekly membership dues and fair share  
22 fees from the pay of those employees who individually request in writing (by a  
23 signed authorization form) that such deductions be made. The amounts to be  
24 deducted shall be certified to the City by the Union. The aggregate deductions of  
25 all employees shall be submitted together with list of employees having  
26 deductions made and the total amounts deducted for each of those employees to  
27 the Union by the fifteenth (15) day of the succeeding month after such  
28 deductions are made. The amount deducted for union dues and fair share fees  
29 shall be submitted in one check.  
30  
31 2. The signed authorization for deduction of dues shall be in the form attached  
32 hereto and marked Exhibit A. In the event of change in the amount of dues ~~voted~~  
33 ~~by the membership of the Union during the term of this Agreement,~~ the Treasurer  
34 of Council 93 of the Union shall so inform the Finance Director in writing. After  
35 receipt of same, dues as therein noted should be deemed to have been  
36 authorized to be withheld on behalf of the employees who had previously signed  
37 authorization forms as noted. This authorization shall be irrevocable during the  
38 term of this Agreement.  
39  
40 3. Employees who are members of the Union, on the 14th day following the  
41 execution of this Agreement, or who join the Union thereafter during the term of  
42 this 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 ~~may~~ will be required by the  
46 Union to pay a Fair Share fee in an amount in accordance with State and Federal  
47 Standards ~~but in no case greater than fifty Percent (50%) of the dues for~~  
48 ~~members of the Union.~~ Failure to pay Union dues or Fair Share will not result in  
49 disciplinary action against the employee by the City. ~~The Union agrees to~~  
50 ~~establish a bona fide internal procedure where an objecting employee who is not~~  
51 ~~a member of the Union may challenge the reasonableness of the Fair Share fee.~~  
52 ~~The Union must justify the percentage of the Fair Share fee to reflect the Union's~~  
53 ~~actual cost of collective bargaining.~~

54  
55  
56 D. UNION REPRESENTATION

1  
2 The Union agrees to fulfill its duties to represent all employees in the bargaining unit, not  
3 merely for members of the Union. The City acknowledges the right of the Union to  
4 require from those members of the Union, payment equal to the amount spent  
5 representing those same non-members. The costs shall include, but not be limited to,  
6 reasonable fees for employee representative services and expenses; attorney's fees and  
7 expenses; arbitrator's fees and expenses, plus what other charges as the Union may  
8 rightfully charge for the services rendered.  
9

10 E. INDEMNIFICATION

11  
12 The Union shall indemnify and hold the City harmless against any and all claims, suits,  
13 orders or judgments brought or issued against the City as the result of the action taken  
14 or not taken by the City under the provisions of this Article.  
15

16 F. DISCRIMINATION

- 17  
18 1. No employee covered by this Agreement shall be favored or discriminated  
19 against by either the City or the Union as to age, sex, sexual orientation, race,  
20 creed, color, gender, physical or mental disability, ~~or~~ national origin, or ancestry,  
21 religion, genetic information, worker's compensation history, whistleblower  
22 history, or union affiliation or non-affiliation or any other protected category.  
23  
24 2. In the event that the Union and/or employee within the unit pursues a claim of  
25 discrimination under this section or any applicable state or federal law, the  
26 grievant shall chose a single exclusive forum of arbitration in which to present his  
27 or her claim. Such complaints may be pursued either through the arbitration step  
28 of the grievance procedure as provided by Article 6 or through the Maine Human  
29 Rights Commission.  
30  
31

32 **ARTICLE 2 - UNION BUSINESS**

33  
34 A. UNION REPRESENTATIVE VISITS

35  
36 The City agrees that accredited representatives of the American Federation of State,  
37 County, and Municipal Employees whether local Union Representatives, District Council  
38 Representatives, or International Representatives shall have access to the premises of  
39 the City (excluding management offices) during working hours to of conduct Union  
40 business upon notification to the Director or his designee.  
41

42 B. LEAVE FOR UNION BUSINESS

43  
44 Sufficient leave with pay shall be granted to no more than four (4) authorized union  
45 officers or delegates to attend to Union business not to exceed five (5) days per year  
46 provided working conditions permit. Such leave must be authorized by the respective  
47 Department Head and requires a minimum of forty-eight hours of advance notice.  
48  
49

50 **ARTICLE 3 - PREMIUM DEDUCTIONS**

- 51  
52 A. The City, in addition to collecting regular weekly dues by payroll deduction from  
53 union members, shall deduct from only union members such premium dues for a  
54 Union sponsored income protection and insurance program upon the receipt of a  
55 signed authorization form from members and a certified statement from the  
56 Treasurer of the Local Union as to the amount of the fees or premiums. The

1 signed authorization for deduction of fees or premiums shall be in the form  
2 attached in the appendix. Said form shall include a provision that the deductions  
3 may be canceled only after fourteen (14) days written notice to the City. Notice  
4 shall be given to the City's Finance Director.  
5

- 6 B. The Union agrees to indemnify and hold the City harmless against any and all  
7 claims, suits, orders or judgments brought or issued against the City as the result  
8 of the action taken or not taken by the City under the provisions of this Article.  
9

## 10 **ARTICLE 4 - SENIORITY**

### 11 **A. SENIORITY LIST**

12  
13 The City shall establish a seniority list for all permanent employees within this collective  
14 bargaining unit, and this list shall be brought up-to-date each January. A copy of this list  
15 shall be posted on the Department bulletin board(s) and also forwarded to the Secretary  
16 for the Union.  
17  
18

#### 19 1. TERMINATION OF SENIORITY

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

- 22 a.) Discharge, Quit, Retirement or Resignation;  
23  
24 b.) Failure to give notice of intent to return to work after recall within the time period  
25 specified in Article 4 section D(2) of this Agreement, or failure to return to work on  
26 the date specified for recall, as forth in the written Notice of Recall;  
27  
28 c.) Except for layoff, a time lapse of twelve (12) months or for a period equal to the  
29 employee's City Seniority (whichever is less), since the last day od actual work for  
30 the City.  
31  
32 d.) Failure to return to upon expiration of a leave of absence  
33  
34  
35  
36

### 37 **B. VACANCIES**

- 38  
39 1. When a vacancy within an existing classification of the bargaining unit occurs,  
40 the Director of that Department shall ~~make known such vacancy by posting a~~  
41 ~~notice post the job opening on all~~ department bulletin boards for a minimum  
42 seven working days. Said notice shall state position open, salary range, and  
43 qualifications based on the Job Descriptions, and the ~~effective date of vacancy~~  
44 application closing.  
45  
46 2. ~~Employees who feel they have the necessary qualifications shall have ten (10)~~  
47 ~~days from the date such notice is posted in their department to make known to~~  
48 ~~the Director of that department their desire to fill the vacancy. Employees in any~~  
49 City Department may apply for unit vacancies which are posted. Among those  
50 applicants the City determines to be qualified, the vacancy shall be filled in the  
51 preferential order: first by unit applicant employed by the Department in which the  
52 vacancy occurs: second by the bargaining unit applicant and; thirdly, all other  
53 applicants.  
54  
55 3. The Director shall base appointments on applicants' qualifications, demonstrated  
56 ability, and past performance, and review of personnel file. If more than one

1 candidate is judged qualified for the vacancy, the Director shall select the best-  
2 qualified, ~~in-house bargaining unit applicant~~ based on the above criteria in  
3 (B)(2.). When more than one bargaining unit candidate is judged best suited for  
4 the vacancy, bargaining unit seniority shall be the determining factor. Such  
5 selections shall not be made in an arbitrary or discriminating fashion. ~~The~~  
6 ~~employee appointed shall have a period of ninety (90) calendar days after the~~  
7 ~~appointment to prove ability to fill the position or shall be returned to the~~  
8 ~~employee's former position.~~ Should a successful unit applicant determine within  
9 the first twenty-five (25) working days that they do not wish to remain in the  
10 position, for whatever reason, or should the City determine, within forty (40)  
11 working days of the employee's appointment that the employee cannot fulfill the  
12 requirements of the job, then the reason(s) therefore shall be put in writing, the  
13 Unit President notified, and the employee shall be returned to their former  
14 bargaining unit position. After ninety (90) days, the appointment shall become  
15 permanent. In the event that no employee is interested or qualified for an  
16 appointment, the position may then be offered to any interested applicant.  
17 Nepotism shall not be a factor in hiring or promotion within the bargaining unit.  
18

- 19 4. If there are qualified applicants and unless there are unusual or emergency  
20 circumstances, All vacancies in existing classifications shall be filled within thirty  
21 (30) working days of the occurrence of the vacancy from the date of application  
22 closing, which date shall appear on the posted notice. This time limit may be  
23 extended by the City, when in its sole discretion it is necessary to do so, but to a  
24 date not to exceed forty-five (45) working days from the application closing date.  
25 Entry level positions shall be filled within ninety (90) days of the occurrence of the  
26 vacancy.  
27

28 C. NEW OR DISCONTINUED POSITIONS

- 29  
30 1. The City agrees to notify the Union, in writing, of the creation of any new position  
31 within the Public Works Department or within the Parks and Recreation  
32 Department. This does not, however, make said changes or creation of a new  
33 position subject to Union approval or disapproval, or subject to the provisions of  
34 this Agreement or collective bargaining unit.  
35  
36 2. It shall be the right of the City to discontinue ~~or de-activate~~ positions within the  
37 classifications contained in Article 12, WAGES, if it is determined that the work  
38 does not necessitate the positions, or for budgetary purposes. Such decisions  
39 shall be communicated to the Union in writing within an appropriate time period  
40 prior to implementation. The union retains the right to bargain over the impact of  
41 these discontinued positions. The union shall notify the City in writing within ten  
42 (10) working days of their request to bargain over the impact.  
43  
44 3. The positions of Mechanic's Helper, Custodian and/or Laborer shall be filled at  
45 the City's discretion and may be left vacant.  
46

47 D. LAYOFF PROCEDURES

- 48  
49 1. In the event that any departmental activity is eliminated or reduced, ~~the employees~~  
50 ~~affected by the process shall be placed in similar job classifications by experience,~~  
51 ~~training or background.~~ by the City which results in the reduction in the number of  
52 employees determined by the City to be necessary, lay-offs will be made by  
53 department and by classification in the order of inverse seniority, provided that  
54 seasonal, temporary and probationary employees shall be laid off before regular, full-  
55 time employees. In the event a position is changed from full time to part time status,  
56 the job holder may choose to accept the part time position or exercise his/her

1 ~~bumping rights to a full time position, if qualified. The City may refuse an employee~~  
2 ~~bumping privileges in cases in which employees do not have the experience, training~~  
3 ~~or background necessary to fill a particular job function within either the Public Works~~  
4 ~~Department or the Parks and Recreation Department and lay that employee off.~~

5  
6 1.1 For purposes of personnel reductions and bumping within the bargaining unit,  
7 seniority is defined as continuous permanent City service, and seniority rosters  
8 will be compiled on that basis. In the event of a tie in seniority dates, the  
9 employee who has worked in the classification the longest will be deemed more  
10 senior. In the event that the appointment date to present classification is the  
11 same, the employee who first applied for the position will be deemed the more  
12 senior. If the application dates are the same, the tie-breaking decision will be  
13 made by a toss of the coin. If the application of the preceding sentence results in  
14 two (2) or more employees having the same seniority, the employee whose last  
15 name appears earlier on the City's alphabetical listing of employees shall be  
16 deemed more senior.

17  
18 1.2 Positions eliminated will be identified by department and classification, and the  
19 employee(s) with the least seniority in the position being eliminated, as defined in  
20 1.1, will be placed on lay-off.

21  
22 1.3 Employees may take a suitable vacant position they are qualified to perform, as  
23 determined by the City, rather than bumping other employees.

24  
25 1.4 Department employees placed on lay-off may bump the least senior employee in  
26 an equal or lower job classification within the department bargaining unit only.  
27 The senior employee must possess the skill, experience, qualifications, licenses  
28 and certifications to perform the work meet the minimum qualifications as  
29 specified in the job description for that classification. as determined by the  
30 Department Director. The City's determination as to qualifications of an employee  
31 to perform a job shall be final.

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

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

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

42  
43  
44 RECALL RIGHTS:

45  
46 2. If it should be necessary to lay off any employee, eEmployees who are laid-off, or  
47 who bumped into positions under Section 1.3 – 1.5, shall be given the  
48 opportunity to fill a vacancy in the classification from which the employee was  
49 laid-off in accordance with their seniority. Any employee recalled from lay-off  
50 shall retain seniority from the original date of hire. Employees on lay-off shall  
51 remain on a recall list for 18 months or until they have declined a recall offer. No  
52 new employees shall be hired until all employees on lay-off status have either  
53 been recalled or declined a recall offer. Employees who are laid-off shall be  
54 responsible for providing the City with up to date and current mailing address and  
55 contact information. The City may rely on its records for the last address and  
56 contact information of the laid-off employee(s), and may remove from the recall

1 list a person who does not respond or accept recall to work within ten (10)  
2 calendar days after mailing of notification. Recall notification will be sent by  
3 regular and certified mail. A copy of such recall notification shall be provided to  
4 the Unit President and AFSCME Staff Representative. If an employee retires,  
5 resigns, or is terminated for cause, the employee shall be removed from the  
6 recall list and lose all rights to recall.

- 7
- 8 3. When any position is eliminated or added, AFSCME Council 93 and ~~the~~  
9 ~~Secretary the Unit Chair of the Union~~ shall receive written notice at least five (5)  
10 working days in advance of such elimination or addition and the authority by  
11 which action is taken.
- 12
- 13 4. Any employee who leaves employment due to dismissal or resignation will lose  
14 all seniority if he or she returns to employment.
- 15
- 16 5. No management or other non-AFSCME Local 481 bargaining unit personnel will  
17 be allowed to bump into this bargaining unit.
- 18

19 E. PROBATIONARY PERIOD

20

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

26

27

28 **ARTICLE 5-- PRIOR PRACTICE**

29

30 ~~Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that~~  
31 ~~employees have enjoyed heretofore, unless it is specifically superseded by a provision of this~~  
32 ~~Agreement, it being understood and agreed that all employees shall continue to enjoy every~~  
33 ~~such right, benefit, and privilege. The Union, however, recognizes the right of the City to adopt~~  
34 ~~reasonable work rules, which are not inconsistent with the terms and provisions of this~~  
35 ~~Agreement.~~

36

37

38 **ARTICLE 6- 5- GRIEVANCES**

39

- 40 A. The purpose of the grievance procedure shall be to settle employee grievances on as  
41 low an administrative level as possible so as to insure efficiency and maintain morale.
- 42
- 43 B. A grievance shall be considered to be a Union, or Unit employee's complaint concerned  
44 with the interpretation, meaning, or application of the Collective Bargaining Agreement.  
45 The Union may seek adjustment of the grievance as follows:
- 46
- 47 C. Step 1
- 48
- 49 1. The Union steward, with or without the employee, shall take up the grievance or  
50 dispute verbally with the employee's immediate supervisor and in writing to the  
51 Department Head within thirty (30) working days from the date of the grievance,  
52 or the employee's knowledge of its occurrence. Grievance shall state the  
53 employee's name and all applicable articles along with specific sections of the  
54 Collective Bargaining Agreement in dispute. The grievance shall specifically  
55 indicate any and all remedies sought to resolve the dispute.
- 56



- 1 2. The supervisor or Department Head shall attempt to adjust the matter and shall  
2 respond to the steward within fifteen (15) working days from the date the  
3 grievance was presented by the Union.  
4

5 D. Step 2  
6

- 7 1. If the grievance ~~still remains unadjusted~~ is not resolved at Step 1, it shall be  
8 presented by the Union steward, Union representative, or grievance committee to  
9 the Director of Human Resources, in writing, within fifteen (15) working days  
10 after the response of the Department Head is due. The appeal shall include  
11 copies of the written grievance and the Step 1 written decision. The Director of  
12 Human Resources shall schedule a hearing within fifteen (15) working days of  
13 receiving the grievance, at which time the grievance and proposed remedies  
14 shall be discussed with the employee, the Union and the Department Head.  
15

- 16 2. The Director of Human Resources shall ~~respond in writing~~ provide a written  
17 decision to the Union steward, Union representative, ~~or grievance committee,~~  
18 ~~with a copy of the response to the local~~ and Union president within fifteen (15)  
19 working days from the date of the hearing.  
20

21 E. Step 3  
22

23 1. MEDIATION  
24

25 If the grievance ~~is still unsettled~~ remains unresolved at Step 2, the Union may  
26 request arbitration. ~~The parties shall within fifteen (15) working days of the~~  
27 ~~request for arbitration mutually agree on an Arbitrator. If the parties fail to~~  
28 ~~mutually agree on an Arbitrator, the requesting party shall submit within fifteen~~  
29 ~~(15) working days its request for arbitration to the State Board of Arbitration and~~  
30 ~~Conciliation, with a copy to the opposing party. The decision of the Arbitrator~~  
31 ~~shall be final and binding on the parties and the Arbitrator shall be requested to~~  
32 ~~issue a decision within thirty (30) working days after the conclusion of testimony~~  
33 ~~and argument. within ten (10) working days after receipt of the decision of the~~  
34 ~~Human Resources Director, may request in writing that the matter be submitted~~  
35 ~~to mediation. If the parties agree that mediation is appropriate, a joint request to~~  
36 ~~the Maine State Board of Arbitration and Conciliation will be made. The cost of~~  
37 ~~mediation shall be borne equally by the City and Union. If mediation is (a) not~~  
38 ~~requested; (b) does not resolve the grievance, or (c) the City declines to mediate~~  
39 ~~then the parties may proceed to arbitration as outlined below in 65.E.2. The~~  
40 ~~decision by either party to request or decline mediation in any grievance shall not~~  
41 ~~establish a precedent.~~  
42

43 2. ARBITRATION  
44

- 45 a. ~~If the grievance remains unresolved at Step 2, and/or the parties have~~  
46 ~~exhausted all remedies including Mediation as set forth in 6.E.1 above, within~~  
47 ~~fifteen (15) working days after receipt of the decision at Step 2 or within five~~  
48 ~~(5) working days after mediation has occurred, the Union may request in~~  
49 ~~writing that the matter be submitted to arbitration. The City and Union shall~~  
50 ~~mutually agree upon an arbitrator when possible. In the event they are~~  
51 ~~unable to agree upon an arbitrator within ten (10) working days of the request~~  
52 ~~for arbitration, the arbitrator shall be selected through the American~~  
53 ~~Arbitration Association in accordance with the rules of said Association then~~  
54 ~~in full force and effect. The Union must submit a written arbitration request to~~  
55 ~~the American Arbitration Association within sixty (60) days of the date of the~~  
56 ~~Human Resources Director's decision. If they fail to do so, the Union has~~

1 ~~forfeited their right to pursue the grievance to arbitration. Thereafter,~~  
2 ~~arbitration shall be had in accordance with the rules of the American~~  
3 ~~Arbitration Association. Said arbitrator shall have no authority to add to,~~  
4 ~~subtract from or modify the provisions of this Agreement. The arbitrator's~~  
5 ~~decision shall be final and binding upon the parties hereto.~~ If the grievance is  
6 still unsettled, the Union may request arbitration. The parties shall within  
7 fifteen (15) working days of the request for arbitration mutually agree on an  
8 Arbitrator. If the parties fail to mutually agree on an Arbitrator, the requesting  
9 party shall submit within fifteen (15) working days its request for arbitration to  
10 the State Board of Arbitration and Conciliation, with a copy to the opposing  
11 party. The decision of the Arbitrator shall be final and binding on the parties  
12 and the Arbitrator shall be requested to issue a decision within thirty (30)  
13 working days after the conclusion of testimony and argument.

14  
15 b. Expenses for the Arbitrator's services and the proceedings shall be borne  
16 equally by the City and the Union. However, each party shall be responsible  
17 for compensating its own representatives and witnesses. If either party  
18 desires, a verbatim record may be made of the proceedings, provided the  
19 requesting party pays for the record and makes copies available without  
20 charge to the other party and to the Arbitrator. ~~within seven (7) working days.~~

21  
22 F. Time limits on all of the above steps may be extended through mutual agreement of both  
23 parties, ~~with C~~confirmation to be in writing ~~or through e-mail~~. All days referred to in this  
24 Article shall be considered "working days" (Monday through Friday, exclusive of  
25 holidays).

26  
27 G. The chief steward of the Union shall be allowed time off with pay for meeting with City  
28 officials concerning union business, provided that in the judgment of the City said time  
29 off does not interfere with work flow requirements. The chief steward shall not leave  
30 regularly assigned work in order to investigate a grievance without first obtaining  
31 approval of a ~~supervisor the Department Head or Manager~~ their Designee. The chief  
32 steward shall be allowed time off with pay during his regular shift hours for investigating  
33 grievances, up to a maximum of thirty (30) minutes per grievance but not to exceed a  
34 total of three (3) hours per week except with the written permission of the Department  
35 Head ~~or their Designee~~.

36  
37  
38 **ARTICLE 7 6 - DISCIPLINARY PROCEDURES**

39  
40 A. Disciplinary action or measures shall be limited to the following, but not necessarily in  
41 this order, depending upon the nature of the action, or inaction, of the employee:

- 42 Oral Reprimand
- 43 Written Reprimand
- 44 Suspension (Notice in Writing)
- 45 Discharge (Notice in Writing)

46  
47  
48 B. Any disciplinary action taken against an employee shall be for just cause; and ~~written~~  
49 notice of the reasons for reprimands, suspensions, or discharges shall be stated in  
50 writing and given to the employee affected and the Union President on or before the  
51 effective date of the action. Any disciplinary action imposed upon an employee may be  
52 processed as a grievance through the regular grievance procedure. The Union shall  
53 have the right to take up a suspension or discharge as a grievance at Step 3 of the  
54 grievance procedure.

55  
56 C. Under the system of progressive discipline, ~~all~~ written reprimands shall may, but not  
57 required, be normally preceded by an oral reprimand. ~~All e~~ Oral reprimands shall occur

1 in the presence of the shop steward or other Union representative if so requested by the  
2 Unit employee. and the Director or his designee.

- 3  
4 D. Employees shall have complete supervised access to their individual personnel files  
5 during normal business hours and shall be given copies of all adverse material at the  
6 time such material is entered into the file.  
7  
8 E. Should the City find it necessary to discipline an employee or employees with an oral  
9 reprimand, it shall be done in such a manner as not to embarrass the employee in front  
10 of the public or other employees. Employees receiving such disciplinary action shall  
11 conduct themselves in a like manner.  
12  
13 F. Any letter of reprimand in an employee's personnel file will be removed from the file after  
14 two (2) years from the date of the issuance of the letter of reprimand, and any  
15 suspension shall be removed after four (4) years, provided there has been no recurrence  
16 of the type or kind of misconduct giving rise to the original letter of reprimand or  
17 suspension. It shall be the responsibility of the employee to request the removal of the  
18 letter of reprimand or suspension with his/her Department Head and Human Resources  
19 Director.  
20  
21 G. Pursuant to N.L.R.B. v. Weingarten, Inc., the City recognizes the right of an employee to  
22 have a Union representative present at a disciplinary hearing or meeting.  
23

## 24 **ARTICLE 8-7 - HOURS OF WORK**

### 25 **A. WORK WEEK**

- 26  
27  
28 1. The basic work week and work dayshift for all Parks and Recreation Department  
29 employees of the bargaining unit, with the exception of those employees  
30 assigned to work a non-traditional schedule as outlined in Section B (1) and (2)  
31 below, shall be five (5) consecutive, eight (8) hour days per week, Monday  
32 through Friday inclusive, with hours as follows:  
33

34 7:00 a.m. to 3:30 p.m. – with a 30-minute ½ hour paid lunch break at the job site.  
35

36 The 30-minute paid lunch break commences when work stops. Employees shall  
37 remain at the job site. Work shall resume promptly after 30 minutes.  
38

- 39  
40  
41 2. The basic work week and work shift for Public Works Department employees of  
42 the bargaining unit shall be (5) consecutive, eight (8) hour shifts per week with a  
43 30-minute unpaid lunch break, Monday through Friday/Saturday, 7:00 a.m. to  
44 3:30 p.m., with the exception of Transfer Station employees who normally work  
45 Tuesday through Saturday, from 7:30 a.m. to 4:00 p.m. Public Works employees  
46 may be assigned to three (3) work shifts, with hours as follows, based upon  
47 seasonal and operational needs, skills and qualifications, as determined by the  
48 Public Works Director, or Designee, at his/her sole discretion:  
49

50 The 30-minute unpaid lunch break commences when work stops. Work shall  
51 resume promptly after 30 minutes and shall include any travel and food purchase  
52 time.  
53

54 Shifts: 7:00 a.m. to 3:00 p.m.; 3:00 p.m. to 11:00 p.m.; or 11:00 p.m. to 7:00 a.m.,  
55 with a ½ hour paid lunch break at the job site.  
56

1 Employee work shifts may be changed for Line Striping and Sweeping  
2 assignments upon with forty eight (48) hours advance notice by mutual  
3 agreement of the employee(s), with notice to AFSCME Council 93, and the  
4 Public Works Director, or Designee.

5  
6 ~~3. In the event of emergencies, the Director of Public Works and/or Parks and~~  
7 ~~Recreation, or their Designee(s), have the authority to change starting and~~  
8 ~~ending times of work shifts with a twenty-four (24)-hour advance notice and/or~~  
9 ~~posting. The Department Directors, or their Designee(s), shall be the sole judge~~  
10 ~~in determining periods of emergency. An emergency is a condition which~~  
11 ~~adversely impacts the public health or safety. This is generally severe weather~~  
12 ~~related, but may include other situations such as hazardous material spill. Events~~  
13 ~~such as ice storms, hurricanes, floods, earthquakes, fires, snow removal~~  
14 ~~necessitated by public safety and etc., could be considered emergencies.~~  
15 ~~Temporary work shift changes and/or extended operations may be required to~~  
16 ~~adequately respond to the emergency conditions.~~

17  
18 ~~2. With the automated curbside refuse collection program, employees assigned to~~  
19 ~~the refuse collection operation will be scheduled to collect and dispose of refuse~~  
20 ~~Tuesday through Friday. On those days employees working the refuse area shall~~  
21 ~~be allowed to report back to the Public Works yard to be dismissed after having~~  
22 ~~completed that day's trash pick up route and receive the equivalent of a full day's~~  
23 ~~pay. On Mondays, employees assigned to the refuse collection operation shall~~  
24 ~~work a 7:00 am to 3:30 p.m. shift with a half-hour lunch. However, One day per~~  
25 ~~week, employees working in the refuse collection function shall wash the vehicle~~  
26 ~~to which the employee is assigned. The designated wash day shall be~~  
27 ~~established by the City by work rule. Rubbish collection schedules during holiday~~  
28 ~~weeks will be set at the discretion of the City. Sanitation employees who work~~  
29 ~~additional hours after completion of sanitation duties shall receive overtime for all~~  
30 ~~hours worked.~~

31  
32 ~~3. Notwithstanding the provisions of 8.A.1 & 2, above, the Transfer Station~~  
33 ~~Attendants' work schedules may be nontraditional hours. Upon not less than two~~  
34 ~~(2) weeks notice to the Union and the affected employee[s], the City may adjust~~  
35 ~~the Transfer Station Attendants' workweeks and/or work hours as needed.~~

36  
37  
38 **B. MECHANICS AND MECHANIC'S HELPERS**

39  
40 ~~1. The above work week schedule shall not include the positions of Public Works~~  
41 ~~Mechanic and Public Works Mechanic's Helper, which may be assigned to an~~  
42 ~~evening shift in the garage. Assignments to the evening shift shall be voluntary~~  
43 ~~unless no volunteers are available, in which case assignment shall be made~~  
44 ~~based on seniority within the Public Works Department, provided, however, that~~  
45 ~~no one in position prior to February, 1986 shall be required to work the evening~~  
46 ~~shift.~~

47  
48 ~~2. No less than two (2) employees shall be assigned to work any shift within the~~  
49 ~~garage. Should an unscheduled and/or unanticipated absence of an employee~~  
50 ~~assigned to the evening shift reduce the garage crew to one (1), that remaining~~  
51 ~~employee may perform the limited duties which do not present an increased~~  
52 ~~safety hazard if performed by a single employee. When vacancies occur on the~~  
53 ~~day shift, employees working the evening shift will have the opportunity to~~  
54 ~~transfer to said day shift provided they are in the same classification. Such~~  
55 ~~transfers shall take place before the vacancy is posted.~~

1           3. ~~— The Mechanic who is assigned to lock up by the Department Head shall receive~~  
2           ~~overtime for all hours worked beyond their regular work schedule to a maximum~~  
3           ~~of 30 minutes per day, in addition to standby pay defined in Article 14 E, 2. The~~  
4           ~~Department Head may discontinue the practice of using a mechanic to lock up at~~  
5           ~~any time.~~

6  
7  
8       B. ~~C.~~NON-TRADITIONAL HOURS OF WORK, PARKS DEPARTMENT - APRIL 1  
9       THROUGH NOVEMBER ~~30~~ OCTOBER 30-31.

10  
11       1. ~~— Each year the City may designate up to two (2) of the current Sr. Park Maintainer~~  
12       ~~positions to work non-traditional schedules, one [1] in the West District and one~~  
13       ~~[1] in another district. The City shall post such openings at least one (1) month in~~  
14       ~~advance of the start of the needed schedule(s). Qualified employees may~~  
15       ~~volunteer to fill these non-traditional schedules. If there are not enough~~  
16       ~~volunteer(s) to fill the schedules, then the opening(s) shall be filled by the least~~  
17       ~~senior employee(s) within the Sr. Park Maintainer classification. The Director of~~  
18       ~~Parks and Recreation and/or Parks Superintendent may assign qualified Parks~~  
19       ~~Maintainer I's or Parks Maintainer II's to work non-traditional schedules at~~  
20       ~~Wainwright Fields and/or Municipal Golf Course.~~

21  
22           The City and AFSCME Local # 481, Parks and Public Works bargaining unit,  
23           have entered into a "Trial Agreement" for a non-traditional work schedule for  
24           Parks employees for the spring, summer and fall seasons, from April 1 to  
25           October 31, 2013. This "Trial" Memorandum of Agreement is referenced as  
26           Appendix A.

27  
28       2. ~~— The regular non-traditional work schedule shall be Wednesday through Saturday~~  
29       ~~— 6:00 a.m. to 3:30 p.m. [½ hour unpaid lunch break], Sunday — 6:00 a.m. to 10:00~~  
30       ~~a.m. The non-traditional schedule shall be any five (5) consecutive days, with~~  
31       ~~hours between 6:00 a.m. and 9:00 p.m., which coincides with the hours parks~~  
32       ~~and facilities are open to public use, with a 30 minute paid meal break, for up to~~  
33       ~~forty (40) hours per week. Employees are eligible for overtime pay at the rate of 1~~  
34       ~~½ times their regular rate of pay after working forty (40) hours per week.~~

35  
36       3. ~~— The starting and ending time of the non-traditional work shift may be changed~~  
37       ~~once during a workweek by mutual agreement between the employee involved~~  
38       ~~and the City. However, the starting time may be not earlier than 6:00 a.m. and~~  
39       ~~the ending time may be not later than 7:00 p.m.~~

40  
41       43.  ~~Newly established positions may be designated to have non-traditional hours and~~  
42       ~~may be filled by qualified current employees through the posting process and/or~~  
43       ~~advertised, as such, for outside candidates.~~

44  
45       D. LUNCH BREAK

46  
47       1. ~~— Employees shall make arrangements to eat lunch in the vicinity of the job site,~~  
48       ~~with a normal lunch period of one-half hour. For purposes of defining "vicinity," it~~  
49       ~~shall mean the employees working west of the boundary (Broadway and Evans)~~  
50       ~~shall not be allowed to return to the garage for lunch without good and sufficient~~  
51       ~~reason. Employees working east of said boundary shall be allowed to return to~~  
52       ~~the garage for their lunch period. The provisions of this section may be modified~~  
53       ~~by mutual agreement of the parties. Employees shall have a thirty (30) minute~~  
54       ~~paid meal break at the job site.~~

1 ~~2. By mutual agreement between individual employees and their supervisors, the~~  
2 ~~lunch break may be waived or shortened and the employee's workday shall be~~  
3 ~~adjusted to end prior to the normal ending time.~~

4  
5  
6 EC. REST BREAKS

7  
8 ~~1. The daily rest break for employees will be taken at approximately 9:00 a.m. and~~  
9 ~~shall not exceed thirty (30) minutes. This thirty (30) minute break means from the~~  
10 ~~time employees stop work at the job site until the time they resume work at the~~  
11 ~~job site. If employees decide to leave the work site, no more than four (4) City~~  
12 ~~vehicles may be parked at a restaurant or coffee shop at one time. Employees~~  
13 ~~shall have a thirty (30) minute rest break at the midpoint of the first half of their~~  
14 ~~work shift. Rest breaks shall be taken at times which are convenient and efficient~~  
15 ~~to the work assignment or operation. The rest break commences when work~~  
16 ~~stops. Work shall resume promptly after 30 minutes and shall include all travel~~  
17 ~~time and purchase of food. All rest breaks will be taken at the job site. Work will~~  
18 ~~continue until the one designated "runner" returns to the job site with food and~~  
19 ~~beverages obtained for the crew, at which point the 15 minute rest break will~~  
20 ~~commence.~~

21  
22 ~~2. Any violation of this section may cause disciplinary action to be brought against~~  
23 ~~the guilty parties. This rest break will be the only one allowed during the normal~~  
24 ~~eight (8) hour workday.~~

25  
26 ~~3. By mutual agreement between the individual employees and their supervisors,~~  
27 ~~the period designed for rest breaks may be waived or shortened and the~~  
28 ~~employee's workday shall be adjusted to end prior to the normal ending time.~~

29  
30 F.D. REST BREAKS DURING EXTENDED OVERTIME

31  
32 Rest breaks on overtime shall be as follows:

33  
34 1. There shall be a twenty (20) minute rest break every four (4) continuous hours of  
35 work with time allowed for supper and breakfast meal breaks at the discretion of  
36 the Department Head or supervisor Designee. Employees shall receive a fifteen  
37 (15) minute rest break prior to the beginning of an overtime shift provided the  
38 shift is an extension of an eight (8) hour work shift. During snow plowing  
39 activities, an employee must open the employee's entire plow route before taking  
40 an initial rest break. Employees shall notify the supervisor and receive approval  
41 prior to taking a rest break.

42  
43 2. ~~In addition, the City shall allow Employees who work for twenty-four consecutive~~  
44 ~~hours shall also receive four (4) hours of call-in pay. to be given a four-hour rest~~  
45 ~~break with pay at their respective straight time hourly rate. Such time off will be~~  
46 ~~scheduled by department management so as to allow for the continuation of~~  
47 ~~departmental operations. This may necessitate the staggering of the four-hour~~  
48 ~~rest breaks for employees.~~

49  
50  
51  
52 ARTICLE 9 8 - DUTIES

53  
54 A. When conditions or workload necessitates, any employee may be required to perform work out of  
55 classification at the discretion of department management in accordance with Article 4211, Wages,  
56 Sec. G, 1. Such assignments shall not continue for the same employee for a period in excess of two

1 (2) weeks (10 working days) unless the employee agrees to continue the job assignment. Unless  
2 the workload otherwise dictates, said employee shall not be reassigned to the same out of  
3 classification job assignment for a minimum of one (1) week (five (5) working days). When an  
4 employee voluntarily works out of classification for a continuous period of ninety (90) working days,  
5 the City and Union will meet to discuss the status of the position.

6  
7 B. The Department Heads shall administer the workload evenly and fairly among the employees and  
8 shall make job assignments based on available staff, demonstrated job performance, defined job  
9 duties and cross-training needs.

10  
11 C. ~~Effective July 1, 2001, a~~Any employee within the Department of Public Works must possess and  
12 maintain a Class B Commercial Driver's License as a condition of employment. Employees within  
13 the Parks Department who were hired prior to January 1, 2013, shall not be required to  
14 ~~possess/obtain or~~ and maintain a Class B Commercial Driver's License as a condition of  
15 employment. Full-time Parks Department employees hired on or after January 1, 2013 must  
16 possess or obtain a Class B Commercial Driver's License (CDL) within the first six (6) months of  
17 employment as a condition of employment. The Parks and Recreation Director, or their Designee,  
18 may approve extensions beyond the six month period upon a request of the employee for  
19 extenuating circumstances.

20  
21 D. Operators of all types of equipment shall be expected to keep equipment clean, full of fuel, oil,  
22 water, and tires inflated. Operators shall perform daily lubrication where required, if time and  
23 materials are provided by the City.

24  
25 E. Management personnel shall not perform bargaining unit work except under the following  
26 conditions:

- 27 1. Direction, instruction or training of employees.
- 28 2. Emergency conditions, as determined by the Department Head, or Designee.

29  
30  
31  
32 F. All Mechanics and Mechanic's Helpers shall maintain an active Class II driver's license. The City  
33 may direct Mechanics to become licensed to inspect vehicles. The City shall pay for the actual  
34 costs of the license and the use of this license shall be for the inspection of City vehicles.

35  
36 ~~G. The City may establish hours outside of the regular 7:00 a.m. to 3:00 p.m. work schedule for~~  
37 ~~employees designated as night foreperson/dispatcher. This shall not alter the five (5) consecutive~~  
38 ~~eight (8) hour day Monday through Friday provisions of Article 8, Hours of Work.~~

39  
40 H.G. The Director of Public Works and the Director of Parks and Recreation have the authority to make  
41 temporary assignments to the positions of Foreperson for specific work assignments including, but  
42 not limited to, snow removal, paving, sidewalk construction, and heavy cleanup. In such cases, the  
43 employee shall be compensated at the Foreperson's hourly rate. The Director of Parks and  
44 Recreation may put employees in charge of temporary work crews. Those employees are subject  
45 to the conditions outlined above.

46  
47  
48 H. One or more Public Works Employees will be trained as Transfer Station Attendants and  
49 may be assigned as back up for the Transfer Station position. The Public Works  
50 Director, or Designee, may assign non-Transfer Station employees to haul the roll off  
51 containers ~~or~~ and recycling bins. ~~(silver bullets).~~

52  
53 Training For Purposes of Overtime:

54  
55 A list will be posted at both Parks and Public Works to notify employees interested in  
56 receiving training as Transfer Station Attendants. Interested volunteers from Parks and  
57 Public Works who sign the list will be provided training and selected for any Transfer  
58 Station Attendant back up opportunities based on seniority and qualifications. Public  
59 Works employees will have first priority. If interested and qualified Public Works

1 employees are not available the opportunity will be offered to interested and qualified  
2 Parks employees.

3  
4  
5 **ARTICLE 10 9 - MANAGEMENT RIGHTS**

6  
7 The listing of the following specific rights of management in this Article is not intended to be, nor  
8 shall be considered restrictive of, or as a waiver of any of the rights of the City not listed herein.  
9

- 10 A. Except as otherwise provided for in this Agreement, the management and the direction  
11 of the working forces including, but not limited to, the right to hire, the right to hire part-  
12 time and temporary employees, the right to promote, the right to discipline or discharge  
13 for just cause, the right to lay off for lack of work or other legitimate reasons, the right to  
14 reduce the number of hours of operation, the right to transfer, the right to assign work to  
15 employees, the right to determine content, the right to classify jobs, and the right to  
16 establish reasonable rules are vested exclusively to the City.  
17
- 18 B. Except as otherwise provided in this Agreement, the City shall have the freedom of  
19 action to discharge its responsibility for the successful operation of its mission including,  
20 but not limited to, the determination of the number and location of its crews, the services  
21 to be performed, the machinery, tools, equipment, and materials to be used, the work  
22 schedules and the methods of operation, the extent to which its own or other facilities  
23 shall be used, and the extent to which work will be subcontracted.  
24

25  
26 **ARTICLE 14 10 - WORK RULES**

27  
28 ~~In order to assure safe and efficient operations and the general welfare of all employees, it is~~  
29 ~~necessary that each employee adhere to standards of reasonable personal conduct,~~  
30 ~~responsibility and proper job performance. Each employee must conduct him/herself with~~  
31 ~~reasonable and proper regard for the welfare and rights of other employees, and for the City's~~  
32 ~~interests. Each employee must carry out his or her job duties productively and properly, and~~  
33 ~~must behave reasonably and respectfully at all times. The City's Personnel Policies regarding~~  
34 ~~employee behavior are incorporated by reference into this Agreement. An employee's failure to~~  
35 ~~adhere to these standards constitutes "cause" and will subject that employee to suspension,~~  
36 ~~discipline up to and including employment termination, or other adverse employment action at~~  
37 ~~the City's exclusive discretion under the management rights clause in Article 10. The City has~~  
38 ~~developed work rules that are incorporated by reference into this Agreement. Those work rules~~  
39 ~~contain performance standards, and examples of performance and behavior that fails to adhere~~  
40 ~~to these standards. Failure to comply with department work rules or engaging in the behavior~~  
41 ~~inconsistent with this Article independently and cumulatively will be grounds for adverse~~  
42 ~~employment action. The degree of disciplinary action which may result will depend upon the~~  
43 ~~seriousness of the violations.~~  
44

- 45 A. When existing rules are changed or new rules are established, they shall be posted  
46 prominently on all bulletin boards for a period of five (5) consecutive working days before  
47 becoming effective. Changed or new work rules shall be provided to AFSCME Council  
48 93. ~~Following posting these changes or new rules become incorporated into this~~  
49 ~~Agreement by reference.~~
- 50
- 51 B. The City further agrees to furnish each employee in the bargaining unit with a copy of all  
52 existing work rules thirty (30) days after they become effective. New employees shall be  
53 provided with a copy of the rules at the time of hire.  
54



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 12- 11 - WAGES**  
8

9 A. Upon the effective date of this Agreement, the ~~regular~~ base hourly wages for each  
10 classification shall be as listed in the Appendix, attached hereto, and made part of this  
11 Agreement.  
12

13 1. Increase base pay rates by ~~0.01.5%~~ 1.5% retroactive to ~~effective~~ July 1, 2009~~12~~.

14 2. Increase base pay rates by ~~0.0 1.0 0%~~ 2.0% effective July ~~March~~ 1, 2010~~34~~

15 3. Increase base pay rates by 2.0% effective July 1, 2014.  
16

17  
18 ~~The City agrees to reopen negotiations with the Union for the wage rates effective July~~  
19 ~~1, 2011. Such negotiations shall commence no sooner than January 1, 2011 unless~~  
20 ~~mutually agreed.~~  
21

22  
23 4. Retroactive pay increases will be paid to active employees and retirees as of the  
24 date of signing of this Agreement, for the period beginning the first pay period in  
25 July, 2012 through the date of signing (the "period of retroactivity"). Retroactive  
26 pay will be determined by multiplying the difference between the employee's  
27 base wage during that same time period as determined in the Appendix (Wage  
28 Scale) times the number of weeks at the new base wage and including all  
29 overtime. In the case of a promotion during the period of retroactivity, the  
30 employee's pay will be based upon the employee's time in each position.  
31

32 B. Performance Pay. In addition to the annual base wage increases specified in above  
33 section A, employees who are not at the maximum step of their scales on the AFSCME  
34 Salary Step Rate Schedule attached, are eligible to participate in the merit step-rate pay  
35 program. Under this program, an employee is eligible annually to receive a 0, 2, or 4%  
36 merit pay adjustment, but not more than the maximum step, based on the employee's  
37 performance rating for the preceding twelve (12) month period. Management will  
38 continue to utilize, for these step rate increases only, the grade point system used during  
39 1998 and 1999 for the period covered by this agreement.  
40

41 C. Merit Lump-Sum Bonuses  
42

43 1. Once an employee reaches the salary maximum, as listed on the AFSCME  
44 Salary Step Rate Schedule, the employee becomes eligible in the following year  
45 to merit (earn through performance) an annual lump-sum bonus, which may  
46 range from 0% to 4%. If an employee receives a promotion, the lump sum bonus  
47 will be prorated for the time spent in each position. The awarding of, or the size  
48 of a merit bonus is not guaranteed and is based on quantifiable achievement  
49 determined by management. Any merited bonuses are payable on or before  
50 December 15 of each year. The City will notify the union of any changes to the  
51 merit lump sum bonus system prior to implementation. Claims by employees  
52 regarding their bonuses may be appealed to the Assistant City Manager/Human  
53 Resources Director, whose decision shall be final.  
54

1 2. In no event may employees receive both a merit step rate increase and a merit  
2 lump-sum bonus within a twelve (12) month period. The first such bonuses,  
3 under this new program, will be due on or before December 15, 2000, for those  
4 employees at the top of the scale on or before June 30, 1999. Employees who  
5 are at step 6.5 and receive a 4% evaluation to move to Step 7 shall receive a  
6 lump sum bonus equivalent to the remaining pay.  
7

8 D. Job classification chart is listed below of those positions included in this bargaining unit:  
9

10 <u>Public Works</u>	<u>Parks Division</u>
11 <u>Supervisor Foreperson</u>	<u>Supervisor Foreperson</u>
12 Mechanic II	Mechanic II
13 Mechanic I	<u>Senior Parks Maintainer I</u>
14 Equipment Operator II	<u>Senior Parks Maintainer II</u>
15 Equipment Operator I	
16 Laborer	
17 Mechanic's Helper	<u>Transportation &amp; Waterfront</u>
18 Salt Truck Driver ( <u>Winter assignment only</u> )	Mechanic II
19 <del>Fire Division/Mechanic II</del>	
20 <del>Transfer Station Attendant</del>	<u>Fire Department</u>
21 <del>Transfer Station Equipment Operator</del>	<u>Mechanic II</u>
22 <del>Automated Refuse Collection Driver</del>	

23  
24 E. LONGEVITY PAY  
25

26 1. ~~Effective July 1, 2006~~12, All employees who have successfully completed their  
27 six-month probationary period will be are eligible for the following hourly rate  
28 increases based on longevity for 5, 10, 15 and 20 years of continuous service.  
29 Employees who have completed five (5) years of service shall be eligible to  
30 receive \$0.13 per hour above their regular hourly base wage. Employees who  
31 have completed ten (10) years of service shall be eligible to an additional \$0.18  
32 per hour above their regular hourly base wage. Employees who have completed  
33 fifteen (15) years of service shall be eligible to receive \$0.23 per hour above their  
34 regular hourly base wage. Employees who have completed twenty (20) years of  
35 service shall be eligible to receive \$0.28 per hour above their regular hourly base  
36 wage. Seniority incentive payments under this section shall not be cumulative.  
37

38 Longevity pay shall be as follows:

39 five (5) years = \$0.13/hr

40 ten (10) years = \$0.18/hr

41 fifteen (15) years = \$0.23/hr

42 twenty (20) years = \$0.28/hr  
43

44 2. For the purposes of this section, "years of service" shall be considered the total  
45 number of continuous years an individual has worked in a full time position for  
46 the City of South Portland without a break in service, whether within this unit or  
47 outside of this unit.  
48  
49

50 F. SPECIAL ASSIGNMENTS  
51

52 1. The Director of ~~Parks, Recreation and~~ Public Works may assign employees to  
53 the position of Salt Truck Driver from November 1 through April 1. This  
54 assignment shall be made based on the following chronology:

- 1<sup>st</sup>: Parks and Public Works employees who held the position of Salt Truck driver during the previous winter.
  - 2<sup>nd</sup>: based on the length of service as a salt truck driver for current employees within the Public Works Department.
  - 3<sup>rd</sup>: based on seniority within the EOI classification
  - 4<sup>th</sup>: based on employees outside of the EOI classification who wish to serve as full-time salt truck drivers based upon overall seniority.
  - 5<sup>th</sup> Parks Division employees may apply if a vacancy is still available after offering the opportunity to Public Works employees as described above.
2. ~~These employees shall be paid at the same rate as Equipment Operator I. A flat \$0.25 per hour shall be paid to employees performing salting/sanding operations after hours. The \$0.25 per hour rate does not go into or remain in effect if other employees continue working or are called into work. Salt Truck Drivers may load their own trucks with salt or sand using the front end loader prior to an equipment operator arriving, provided an equipment operator has been called.~~
  3. Parks employees operating the aerial lift truck or backhoe shall be compensated for those hours at the rate of Equipment Operator II.
  4. ~~The positions of Mechanic's Helper, Custodian and Laborer shall be filled at the City's discretion and may be left vacant.~~
  5. Other City employees that assist the Parks and Public Works Department with snow operations during the winter schedule shall be assigned as an Equipment Operator I. However, if an assignment for an Equipment Operator II cannot be filled by qualified-unit members, then the employee, if qualified, may be utilized as an EOII. Employees assisting the Public Works Department will be compensated at the EOI rate of pay. Employees assigned as EOII's shall receive the EOII rate of pay. Unit members will not lose the opportunity for overtime while other City employees are working.

G. HIGHER CLASSIFICATION

1. When employees are temporarily assigned by the Department Head, Superintendent, or designee, to work in a higher classification for any portion of a day ~~or more,~~ they shall be paid a stipend equal to eight (8) percent of the employee's base rate of pay ~~for the entire day a minimum of four (4) hours, or for the actual hours worked each day that they are assigned to the,~~ whichever is greater, plus any overtime work in said higher classification.
2. Temporary Foreperson. From April 1 through November 30 of each year, once an employee in the Parks Department is assigned at the beginning of a workweek to supervise other workers, that employee shall be paid a stipend equal to eight [8] percent of the employee's base wage rate for all hours worked in that week, regardless of whether the number of employees actually supervised is reduced during the week. This stipend shall not be paid during paid time off.

1  
2 H. SHIFT DIFFERENTIAL  
3

4 A shift differential of 35¢ per hour shall be paid ~~Mechanics and Mechanic's Helpers to~~  
5 ~~employees regularly assigned to the evening shift. The City may, with the voluntary~~  
6 ~~consent of the employees affected,~~ establish hours of work outside the 7:00 a.m. to  
7 3:30 p.m. schedule for employees within the job classifications identified in Article  
8 4211, Section C, Wages. All hours worked outside the 7:00 a.m. to 3:30 p.m. schedule  
9 shall be compensated at an hourly rate of 35¢ above the established base rate for the  
10 classification.

11  
12 Effective January 1, 2014, the evening shift differential shall increase to \$0.40 per hour  
13 for all hours worked outside the normal 7:00 a.m. to 3:00 or 3:30 p.m. schedule.  
14

15 I. DIRECT DEPOSIT  
16

17 Direct Deposit of employees' paychecks shall be mandatory for all members of this unit.  
18

19 J. TOOL ALLOWANCE  
20

21 ~~The City will establish a tool allowance in the amount of \$250 for each Mechanic for the~~  
22 ~~purpose of reimbursing the mechanic for new tools purchased. The City will continue to~~  
23 ~~replace broken or damaged tools. Effective July 1, 2013, Mechanics shall be entitled to~~  
24 ~~a \$400 tool allowance each fiscal year to purchase new and replacement tools which are~~  
25 ~~generally required to perform their job duties. Such tool purchases are to be pre-~~  
26 ~~approved by the Department Head, or Designee.~~  
27

- 28 1. Employees will have their tool allowance frozen upon resignation. Employees  
29 who terminate mid-year will have their tool allowance for the fiscal year pro-  
30 rated and any overpayment will be deducted from their separation pay.  
31
- 32 2. Eligibility for the tool allowance shall begin when the employee completes  
33 his/her six (6) month probationary period. The annual tool allowance shall be  
34 pro-rated from the date of hire to end of the fiscal year.  
35
- 36 3. The City may replace broken or damaged tools at the discretion of the  
37 Department Head, or Designee.  
38
- 39 4. Tool allowance balances remaining at the end of the fiscal year shall not be  
40 rolled over into the next fiscal year.  
41

42  
43  
44 ARTICLE 43 12 - NIGHT FOREPERSON/DISPATCHER  
45

- 46 A. During the period from ~~November~~ December 1 to April 1, a position of Night  
47 Foreperson/Dispatcher shall may be established provided a qualified candidate exists.  
48 The vacancy shall be posted each ~~winter~~ November pursuant to Article 4; Section B. Any  
49 Public Works employee may apply for this position. The basic work week for ~~such~~ the  
50 position shall be five (5) consecutive eight (8) hour days, with overtime payid for all  
51 hours worked beyond outside the regular 8-hour schedule. The Night  
52 Foreperson/Dispatcher shift shall run from 11:00 p.m. to 7:00 a.m. with a paid 30-minute  
53 lunch Monday through Friday. ~~The Public Works Director, may elect, if a qualified~~  
54 ~~foreperson is not available, to use salt truck drivers on an as needed, rotation basis for~~

1 ~~the second (2nd) or third (3rd) shift to perform the responsibilities of the night~~  
2 ~~foreperson/dispatcher.~~

3  
4 B. Between the hours of ~~3~~11:00 p.m. and ~~4~~7:00 p.m., the City shall pay in addition to the  
5 foreperson/dispatcher's base hourly rate a ~~3~~5~~50~~0¢ per hour differential. ~~If an employee~~  
6 ~~works a shift or schedule between 11:00 p.m. and 7:00 a.m., the City shall pay in~~  
7 ~~addition to the dispatcher/foreperson's base hourly rate, a 50¢ per hour differential.~~

8  
9 C. In the event the selected candidate is unavailable to work his/her shift, the shift may or  
10 may not be filled at the discretion of the Public Works Director or his/her designee.

11  
12  
13 ARTICLE 44 13 - OVERTIME

14  
15 A. HOURS OF WORK

16  
17 1. Schedule:

18  
19 a. ~~Traditional Schedule:~~ All hours worked by an employee in excess of eight  
20 (8) hours in any day, ~~with the exception of employees assigned to work a~~  
21 ~~non-traditional schedule,~~ or more than forty (40) hours in any one (1) work  
22 week shall be at a rate of one and one half (1.5) times the employee's  
23 regular hourly rate, with the exception of hours paid under the call in pay  
24 provision.

25  
26 b. ~~Nontraditional Schedule:~~ All hours ~~worked by an employee in excess of~~  
27 ~~nine (9) hours in any work day or more than forty (40) hours in any one~~  
28 ~~(1) week shall be at a rate of one and one half (1.5) time the employee's~~  
29 ~~hourly rate, with the exception of hours paid under the call in pay~~  
30 ~~provision. Any non-traditional hours of work that vary from the basic work~~  
31 ~~week and work shift as defined in Article 8, Hours of Work, Section A (1)~~  
32 ~~and A (2), shall be bargained with the Union prior to implementation.~~

33  
34 c. For the purposes of equitable distribution and tracking of overtime  
35 according to seniority within the department, all departmental employees'  
36 overtime hours will be "zeroed out" on April 1<sup>st</sup> and November 1<sup>st</sup> of each  
37 year.

38  
39  
40 ~~2. For the purposes of this section, hours worked shall include the following:~~

41  
42 ~~a. Hours actually worked.~~

43  
44 ~~b. Hours compensated for by holiday base pay.~~

45  
46 ~~c. Hours compensated for by bereavement leave.~~

47  
48 ~~d. Hours compensated for by vacation pay.~~

49  
50 ~~e. Hours compensated for by a floating holiday.~~

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

53  
54 a. Hours compensated for ~~family-sickness~~ leave.

- b. Hours compensated for Worker's Compensation.
- c. ~~Hours compensated for by compensatory time.~~
- d. ~~Hours compensated for by call-back pay.~~
- e. ~~Hours compensated for by jury/witness pay.~~
- f. ~~Hours compensated for by reserve service leave~~

B. COMPENSATORY TIME

1. Employees of this unit may earn, accrue, and receive compensatory time off up to a maximum ~~forty~~ 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 1. An employee called back for overtime work after completing the regular work  
2 shift and who had punched out shall be paid "call in pay." Call in pay shall equal  
3 a minimum of two (2) hours at straight time pay, plus time and one-half (1.5) for  
4 all time worked.  
5
- 6 2. When overtime work, as an extension of the work day in a particular job becomes  
7 available, it will be offered first to employees working at that particular job or job  
8 site, then to other unit members. Such work may be up to four (4) hours, and will  
9 be paid at a rate of time and one half (1.5) the employee's regular hourly rate.  
10 Call in pay will not be paid for overtime which is a continuous extension of the  
11 workday or for work performed up to one [1] hour before the scheduled start of  
12 the work day.  
13
- 14 3. Notification of voluntary overtime as an extension of the work day (not call back)  
15 shall be three (3) hours notice, when possible, before quitting time. Employees  
16 will have ~~one (1) hour~~ thirty (30) minutes to respond to the Director or the  
17 Director's designee of the respective department refusing or accepting overtime.  
18 If the employee fails to respond, the offer will be considered a refusal and the  
19 employee shall be given a refusal slip.  
20
- 21 4. Scheduled Overtime - Call in pay will not be paid for overtime work scheduled  
22 and posted at least ~~seventy-two~~ forty-eight (48) hours in advance, outlined as  
23 follows:  
24
- 25 a. Scheduled overtime shall be as specific as possible and postings will  
26 include proposed dates, times, task and the number of employees  
27 required. Postings shall be in a prominent location as determined by the  
28 Director and will be posted at least ~~seventy-two~~ forty-eight (48) hours in  
29 advance of the scheduled overtime. Employees who are interested in  
30 working the scheduled overtime shall sign the posting that shall be  
31 considered proof of the employee's intent to work this overtime. During  
32 the ~~seventy-two~~ forty-eight (48) hour notice of scheduled overtime, any  
33 unscheduled overtime shall be dispersed as outlined in Section D –  
34 Overtime Distribution of this Article. Within twenty-three (23) hours of  
35 commencement of the scheduled overtime, employees having signed up  
36 shall be assigned the scheduled overtime based on their standing on the  
37 current overtime list. Hours worked shall be recorded as per Section D of  
38 this Article. All employees who have not signed the scheduled overtime  
39 posting will be awarded a refusal for that scheduled overtime as per  
40 Section D of this Article. Any employee who has signed the scheduled  
41 overtime posting indicating his/her intent to work shall be required to work  
42 the overtime. Forced assignment of employees signed up on the  
43 scheduled overtime posting shall be made on the basis of reverse  
44 seniority. When scheduled overtime assignments must be filled on a force  
45 basis, employees who did sign up but did not work the assignment shall  
46 be rewarded a refusal. Employees failing to be available to work  
47 scheduled overtime once they have indicated their intent to work may, at  
48 the discretion of the Director, be subject to disciplinary action as outlined  
49 in Article 7.  
50
- 51 b. The City has the right to change the assignment of scheduled overtime  
52 based on weather or operational needs of the Department.  
53

1 c. In the event that multiple employees are required or multiple shifts of  
2 overtime are required, the scheduled overtime posting assignments shall  
3 continue to be filled based on the current overtime list as outlined in  
4 Section D of this Article. In the event the scheduled overtime must be  
5 cancelled by management, all employees assigned the scheduled  
6 overtime shall be awarded a call in as outlined in Section C of this Article.  
7 If management cancels the scheduled overtime with less than 24 hours  
8 notice of the commencement of the scheduled overtime work, eligible  
9 employees for the call in pay due to cancellation will be determined from  
10 the overtime roster at the time of cancellation. Scheduled overtime that is  
11 cancelled 24 hours prior to its commencement will not be subject to call in  
12 payment. In the event no employees sign up for scheduled overtime, the  
13 Director or the Director's designee shall have the option of employing  
14 outside help to complete the scheduled work.

15  
16 D. OVERTIME DISTRIBUTION

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



1  
2 ~~5. An employee who takes sick leave for a full shift or books off sick for partial~~  
3 ~~balance of a shift shall not be eligible for overtime or call in during the twenty four~~  
4 ~~[24] hour period, 7:00 a.m. to 7:00 a.m., during the day in which the sick leave is~~  
5 ~~taken. Exceptions may be granted for previously scheduled medical~~  
6 ~~appointments.~~

7  
8 65. Any employee on light duty shall not may be offered overtime until all qualified  
9 bargaining unit employees are offered the overtime first or are currently working  
10 overtime within job classification. work with the approval of the Department  
11 Head, on a case by case basis, that is within the documented work restrictions  
12 for the employee. All overtime work assigned under this section will comply with  
13 the contractual overtime assignment article.

14  
15 E. STANDBY PAY

16  
17 1. Employees who are required to stand by to be available for work and be able to  
18 report to work on a timely basis during the snow plowing operation shall receive  
19 a \$3.25 stipend per day (7 days per week) if they hold a Class B Commercial  
20 Driver's License, and a \$1.00 stipend per day (7 days per week) if they do not  
21 hold a Class B Commercial Driver's License for being "on call." Only employees  
22 assigned to snow plow operations will be eligible to receive standby pay.  
23 Employees who were not available or not available on a timely basis will not  
24 receive standby pay for that week. ~~Any employee assigned to stand by shall be~~  
25 ~~issued a beeper for twenty two (22) weeks and must notify the department~~  
26 ~~within fifteen (15) minutes as to his/her availability to report to work. If an~~  
27 ~~employee fails to notify the Department within fifteen (15) minutes, the~~  
28 ~~Department Head may elect to assign the work to other members of the~~  
29 ~~bargaining unit or to others. In the event that an employee responds after the~~  
30 ~~fifteen (15) minute notification period and provided the work has not been~~  
31 ~~otherwise assigned, the employee shall be allowed to perform the work~~  
32 ~~assigned by the Department Head.~~

33  
34 ~~2. From April 2<sup>nd</sup> to October 31<sup>st</sup>, employees required to carry pagers per~~  
35 ~~management directive shall receive a \$3.00 stipend per day (7 days per week) if~~  
36 ~~they hold a Class B Commercial Driver's License, and a \$1.00 stipend per day~~  
37 ~~(7 days per week) if they do not hold a Class B Commercial Driver's License for~~  
38 ~~the weeks they are required to be on call. Mechanics shall be issued beepers by~~  
39 ~~the Department Head on a year round basis.~~

40  
41  
42  
43 **ARTICLE ~~15~~ 14 - HEALTH AND LIFE INSURANCE**

44  
45 A. COMPREHENSIVE HEALTH AND HOSPITALIZATION INSURANCE

46  
47 1. Beginning July 1, 2001, and continuing for the duration of this Agreement, The City shall  
48 continue to make available to full-time employees and their eligible dependents group  
49 health and hospitalization insurance coverage and benefits through the Maine Municipal  
50 Employees Health Trust (MMEHT) Comprehensive Point of Service Plan C (POS-  
51 C) provide health insurance to all employees classified by the City as eligible for this  
52 health insurance benefit, or as required by State or Federal law. The City shall possess  
53 reserves the right the authority and discretion to select and to change or provide  
54 alternate insurance providers, contract with health maintenance organizations, and/or to

1 self-insure as it deems appropriate to provide health insurance coverage and benefits,  
2 so long as the new coverage and benefits are substantially similar to the MMEHT Point  
3 of Service Plan C. and the authority to add to, or modify health insurance benefits. The  
4 City shall not be responsible for changes in benefits unilaterally imposed by providers or  
5 as changed by Federal or State law, rules or regulation. The City will give the Union a  
6 minimum of ten (10) working days notification, or more when possible, of any plan  
7 changes unilaterally imposed by providers. The Union reserves the right to bargain over  
8 the impact of these changes.  
9

10 ~~2. Currently the City provides employees and their eligible dependents health insurance~~  
11 ~~through the Maine Municipal Employees Health Trust (MMEHT) Comprehensive Point of~~  
12 ~~Service Plan C (POS-C).~~  
13

14 ~~2. a. Effective January 1, 20142015, or the 1<sup>st</sup> day of the succeeding month following~~  
15 ~~approval of this successor Agreement by the City Council, whichever date occurs first,~~  
16 ~~as an alternative to POS Plan C, the City will provide to employees and their eligible~~  
17 ~~dependents the Maine Municipal Employees Health Trust (MMEHT) PPO-500 plan.~~  
18 ~~Through a medical expense health reimbursement plan account (MERP HRA #1)~~  
19 ~~administered by a company of the City's choosing, the City will reimburse employees for~~  
20 ~~properly documented deductible and coinsurance in the PPO 500 plan up to \$1,125 for~~  
21 ~~single coverage and \$2,250 for single with child and family coverage, on an annual~~  
22 ~~basis. The reimbursement (MERP HRA #1) represents 75% of the deductible and~~  
23 ~~coinsurance as determined by the Explanation of Benefits (EOB). Through a medical~~  
24 ~~expense health reimbursement plan account (MERP HRA #2) employees or dependents~~  
25 ~~enrolled in the PPO 500 plan are also eligible for an annual \$400 benefit to cover co-~~  
26 ~~pays, dental, vision and other IRS Code 213 (d) expenses. Employees may request the~~  
27 ~~remaining 25% balance be paid from the MERP HRA #2, to the extent of funds~~  
28 ~~available. Employees enrolled in Plan POS-C are not eligible for the medical expense~~  
29 ~~health reimbursement plans accounts (MERP HRA #1 and MERP HRA #2.) The PPO~~  
30 ~~500 plan represents a voluntary choice for employees. No employee covered by this~~  
31 ~~collective bargaining agreement shall be compelled to participate in this plan for the~~  
32 ~~duration of this Agreement.~~  
33

34 ~~b. Effective January 1, 20142015, employees who convert from Plan POS-C to the~~  
35 ~~PPO 500 plan are eligible for a \$500 lump sum payment. Employees who receive the~~  
36 ~~one-time \$500 lump sum payment shall remain in the PPO 500 plan for a minimum of~~  
37 ~~two (2) years, or they shall be required to refund the City one-half (50%) of the lump sum~~  
38 ~~payment (\$250) to switch back to Plan POS-C. As an option to the lump sum cash~~  
39 ~~payment, employees may elect a \$500 pre-tax contribution to an ICMA 457 plan, or~~  
40 ~~Section 125 Flexible Spending Account (FSA.)~~  
41

42 ~~3. For new employees hired on or after January 1, 2014, the City will provide the PPO 500~~  
43 ~~plan with companion medical expense reimbursement plans (MERP #1 and MERP #2)~~  
44 ~~as described above and discontinue the POS Plan C.~~  
45

46 ~~4. The terms and conditions of the POS-C and PPO-500 plans, as amended from time to~~  
47 ~~time, are hereby incorporated by reference in this Agreement.~~  
48

49 ~~5. The following is a general outline of the basic provisions of the plans offered by the City.~~  
50 ~~This outline is subject to the general terms and conditions as set forth in the applicable~~  
51 ~~plan documents. The City shall make available to employees and their eligible~~  
52 ~~dependents, (including spouse,) group health and hospitalization benefits as provided~~  
53 ~~under the Maine Municipal Employees Health Trust Comprehensive Indemnity and~~  
54 ~~Comprehensive Point of Service Plans, or coverage that is substantially similar to those~~

1 plans. The City has the right to change providers, to contract with health maintenance  
2 organizations, and/or to self insure as it deems appropriate for any form or portion of  
3 benefit coverage referred to in this Article, so long as the replacement coverage and  
4 benefits are substantially similar to the replacement plan. The City shall not be  
5 responsible for changes in benefits unilaterally imposed by providers or as changed by  
6 Federal or State law, rules or regulation.  
7

8 ~~6. In each policy year, the City's Comprehensive Indemnity Health Plan will pay a~~  
9 ~~percentage of covered medical expenses after satisfaction of the calendar year~~  
10 ~~deductible. The amount that the employee is required to pay in deductible and~~  
11 ~~coinsurance expenses will be capped each calendar year. After the calendar year out-of-~~  
12 ~~pocket maximum is met in a calendar year, the plan will pay 100% of eligible covered~~  
13 ~~medical expenses for the remainder of that calendar, subject to the plan's annual and~~  
14 ~~lifetime maximum benefits.~~  
15

16 ~~7. In each policy year, the City's Comprehensive Point of Service Health Plan will pay a~~  
17 ~~percentage of covered medical expenses for most services (some co-pays may apply,)~~  
18 ~~or 100% after a co-pay for doctor's office visits. The amount that the employee is~~  
19 ~~required to pay in coinsurance will be capped each calendar year; however, some co-~~  
20 ~~pays may still apply. After the calendar year out-of-pocket maximum is met in a calendar~~  
21 ~~year, the plan will pay 100% of eligible covered medical expenses (after any applicable~~  
22 ~~co-pays) for the remainder of that calendar year, subject to the plan's annual and lifetime~~  
23 ~~maximum benefits.~~  
24

25 ~~6-3. Beginning January 1, 2002, the City shall pay 100% of the individual premium rate for~~  
26 ~~the employee, and effective annually thereafter, employees with family or dependent~~  
27 ~~health and hospitalization coverage shall, as a condition of participation for the family or~~  
28 ~~dependent coverage, share in the premium rate increase. Should the City decide to~~  
29 ~~change anniversary dates of its insurance policy(s), the change in policy years shall not~~  
30 ~~affect any calculation of payroll deduction until the following January 1<sup>st</sup>. Beginning~~  
31 ~~January 1, 2002, with January 1, 2001 as the base year for this calculation, employees,~~  
32 ~~through payroll deduction, shall contribute one half of the increase in the family or~~  
33 ~~dependent premium up to a maximum of 15% of the premium increase.~~  
34

35 a. Effective January 1, 2014, or upon the execution of this Agreement, whichever  
36 date occurs first, employee premium contribution rates will be adjusted as  
37 follows:  
38

- 39 ➤ Employee – POS Plan C - 1%;
- 40 ➤ Employee w/ Child – POS Plan C – 11.0%
- 41 ➤ Family – POS Plan C – 15.0%;
- 42 ➤

43 b. Effective January 1, 2015, employee premium contribution rates will be adjusted  
44 as follows:  
45

- 46 ➤ Employee – POS Plan C – 1.5%; PPO 500 Plan – 0%
- 47 ➤ Employee w/Child – POS Plan C 11.0%; PPO 500 Plan – 10%
- 48 ➤ Family – POS Plan C-15.0%; PPO 500 Plan – 15%

49  
50  
51 ~~7. 4. For the purpose of this Agreement, "family coverage" shall mean coverage for the~~  
52 ~~employee and spouse and/or any dependent children. "Dependent coverage" shall mean~~  
53 ~~coverage for the employee with one or more dependent children with no spouse. To be~~  
54 ~~eligible to participate in the family or dependent health and hospitalization plan,~~

1 employees must sign an authorization form which will allow the City to withhold wages  
2 through weekly payroll deduction to collect the employee's contribution toward family  
3 and dependent premium increases.  
4

5 ~~8~~ 5. \_\_\_\_\_ Employees will have the choice of making such contributions on a pre-tax basis  
6 (free from Federal and State taxes and FICA contribution) under the provisions of  
7 Section 125 of the Internal Revenue Service Code or after tax basis.  
8  
9

10 ~~8.~~ 6. \_\_\_\_\_ For the purposes of this Article, "dependents" shall be defined as:

- 11 a. Legal spouse; Registered domestic partner (as defined in Maine Revised  
12 Statute; Title 22, §2710.)  
13  
14 b. Unmarried, dependent children under the age of ~~19~~26 whether natural or  
15 adopted;  
16  
17 c. ~~Unmarried, dependent children who are between 19 and 23 years of age~~  
18 ~~if they are at least 50% dependent on the employee for support.~~  
19  
20

21 B. CASH PAYMENT-IN-LIEU OF HEALTH INSURANCE OPTION  
22

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

32 Effective January 1, 204415, the cash payment in Lieu of City-provided medical  
33 insurance coverage for employees hired in the bargaining unit prior to January 1,  
34 204415, will be frozen at the rates then in effect on January 1, 204314, as follows:  
35

- 36 ➤ ~~Employee – frozen at \$4,151 per year~~  
37 ➤ ~~Employee with Child – frozen at \$6,022 per year~~  
38 ➤ ~~Family – frozen at \$7,839 per year~~  
39  
40 ➤ ~~From Family to No Coverage – frozen at \$7,839.52~~ \$8,170 per year  
41 ➤ ~~From Family to Single – frozen at \$3,687.84~~ \$3,385 per year  
42 ➤ ~~From Family to Employee & Dependent – frozen at \$1,816.88~~ \$1,971  
43 ~~per year~~  
44 ➤ ~~From Employee & Dependent to No Coverage - \$6,022.64~~ \$6,198 per year  
45 ➤ ~~From Employee & Dependent to Single - \$1,870.96~~ \$1,913 per year  
46 ➤ ~~From Single to No Coverage - \$4,151.68~~ \$4,285 per year  
47

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

- 51 ➤ ~~Employee – \$3,000 per year~~  
52 ➤ ~~Employee with Child – \$4,500 per year~~  
53 ➤ ~~Family – \$6,000 per year~~  
54

- 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

### C. LIFE INSURANCE

1. ~~The City, for the duration of this Agreement, shall pay the full cost of a group term life insurance premium to provide a death benefit equivalent to the employee's annual base wage, rounded to the nearest thousand (\$1,000) dollars. The annual base wage shall be defined as the employee's regular weekly wage rate multiplied by fifty two rounded to the nearest thousand dollar increment.~~
  - a) Group Life Insurance – Maine PERS: The City participates in the Maine Public Employees Retirement System (also referred to as “MainePERS”) Group Life Insurance Program. All permanent full-time and part-time employees working at least twenty (20) hours per week shall be eligible at their own cost for Basic Group Life Insurance as provided by State statute, through payroll deduction. Employees who hold Basic Group Life Insurance are also eligible for Supplemental and/or Dependant Life Insurance through payroll deduction. Coverage, costs, and benefits are determined by State law. Employees need not be members of the Maine PERS pension program to purchase the Life Insurance.
  - b) Basic Life Insurance – MMEHT: Participants in the City’s group health insurance plan (Maine Municipal Employees Health Trust) will receive basic life insurance equivalent to the employee’s annual base wage, rounded to the nearest thousand (\$1,000) dollars, at no cost. Participants shall be eligible to purchase, through payroll deduction, additional life insurance coverage equal to one, two, or three times their annual base wage. Employees who do not participate in the City’s health plan and receiving the cash payment-in-lieu may purchase life insurance coverage through MMEHT and/or through Maine PERS (see above), at their own expense.
2. The City reserves the right to change or provide alternate life insurance carriers as it deems appropriate for any form or portion of insurance coverage referred to in this Article. The City shall not be held responsible for changes or benefits unilaterally imposed by the insurance provider or as changed by Federal or State law, rule or regulation. The City will give the Union sixty (60) days notification of any life insurance plan changes and the Union reserves the right to bargain over the impact of these changes.

### D. DENTAL INSURANCE AND VISION CARE INSURANCE

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

1  
2 **ARTICLE 16 15 - SICK LEAVE**

3  
4 A. PURPOSE AND ACCRUAL OF SICK LEAVE

5  
6 Sick leave shall be earned at the rate of one and one quarter (1.25) days per month with  
7 unlimited accumulation. Sick leave may be used only in the following cases:

- 8  
9 1. Personal illness or physical incapacity of such degree as to render the employee  
10 unable to perform the duties of his position, unless the employee is capable of  
11 doing other work in his department and is assigned to such other work.  
12  
13 2. Attendance upon members of the family within the household of the employee  
14 when their illness requires care by such employee, not to exceed one (1) day per  
15 month nor more than a total of six (6) days in any contract year. The one (1) day  
16 limit may be waived by the Department Head if illness of the employee's spouse  
17 requires absenteeism by the employee.  
18  
19 3. At the discretion of the employee's Department Head, sick leave may be used in  
20 the event of the death of the employee's ~~wife~~ spouse or registered domestic  
21 partner, child, mother, father, brother, sister, mother-in-law, or father-in-law but in  
22 no event for more than six (6) calendar days. One (1) day sick leave may be  
23 granted at the discretion of the Department Head to attend the funeral of a  
24 stepchild, grandchild, brother-in-law, sister-in-law, grandmother, and grandfather.  
25  
26 4. In case sick leave is exhausted and an employee is not eligible for Family and  
27 Medical Leave as governed by state and/or federal FMLA laws as they may  
28 apply an employee must use his accrued vacation time, compensatory time, or  
29 an available floating holiday as sick leave. An employee, after exhausting all  
30 accrued benefit time, and then may be allowed request an unpaid leave of  
31 absence for sickness with the Human Resources Director. The employee must  
32 present medical documentation certifying the need for the leave of absence. The  
33 decision of the Human Resources Director shall be final. and not grievable.  
34

35 B. CRITERIA FOR DETERMINING ABUSE OF SICK LEAVE

- 36  
37 1. The City has a legitimate concern in preventing the abuse of sick leave. The City  
38 has the right to require an employee to provide from an attending physician or  
39 other health professional a certificate to substantiate the claimed illness or  
40 incapacity. The City retains the right to send an employee to a medical provider  
41 selected by the City, at the City's expense. The employer shall not require said  
42 certificate until after five (5) consecutive work days occurrences of the use of sick  
43 leave in a revolving twelve (12) month period. In such instances, employees may  
44 be eligible for regular or intermittent Family and Medical Leave (FMLA) as  
45 governed by state and/or federal FMLA laws as they may apply, and/or as  
46 amended, measured backward from the date of the most recent sick leave. An  
47 occurrence may be a single day of sick leave used and/or two or more  
48 consecutive days. (I.e., flu, minor illness). Two or more consecutive days of sick  
49 leave used is considered as one occurrence. Sick leave used as part of an  
50 approved leave of absence such as for FMLA, disability leave of absence,  
51 military leave, funeral leave, extended bereavement, etc., is not counted as sick  
52 leave used for the purposes of preventing sick leave abuse and is not counted as  
53 a sick leave occurrence. Further, the employee shall be required to complete and  
54 sign an Absence Report certifying said illness or incapacity.

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23
2. ~~Any employee submitting a claim based on a false statement, or covering a period during which the employee was not actually disabled, will be considered as abusing the sick leave privilege. An employee abusing these privileges or making false representation regarding the use of sick leave will be grounds for disciplinary action.~~
  2. Any employee submitting a claim based on a false statement, or covering a period during which the employee was not actually disabled, will be considered abusing the sick leave privilege. An employee abusing these privileges or making false representation regarding the use of sick leave will be grounds considered just cause for disciplinary action up to and including termination of employment. ~~employee shall be required to complete and sign an Absence Report certifying said illness or incapacity.~~
  3. Employees who exhaust their sick leave balance and have not been approved, or are not eligible, for an unpaid Family Medical Leave of Absence, or have exhausted his or her ~~vacation~~ accrued benefit time pursuant to section A.4-d 4. of this Article shall be considered "absent without leave". Such ~~leave without absence~~ unauthorized absence from work shall ~~may~~ be considered just cause for discipline up to and including termination of employment.

24 **C. FAMILY AND MEDICAL LEAVE**

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- a) An employee who has been employed for twelve (12) consecutive months and who has worked 1250 hours in the last twelve months is entitled to up to a total of twelve (12) weeks of Family Medical leave in any twelve (12) month period. The twelve (12) month period during which this entitlement may occur is a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave. The leave shall be an unpaid leave. In accordance with the "substitution provision" of the FMLA regulations, the City shall may require the employee to use accumulated paid time off (sick leave, vacation leave, compensatory time or personal leave) concurrently during the FMLA leave, unless the employee is on a Workers' Compensation leave of absence. The employee must give at least 30 days notice of the intended date upon which Family Medical leave will commence and terminate, unless prevented by medical emergency from giving that notice. Leave may be consecutive, intermittent, or on a reduced hour schedule if the employee and the City agree, or if medically necessary. The employee shall provide medical certification of the need for the leave. FMLA leave is governed by the requirements of state and/or federal FMLA laws, as they may apply. If the requirements, benefits, definitions and/or scope of either the federal or state FMLA changes during the term of this Agreement, such changes are automatically incorporated into this Agreement, except that nothing in this provision shall be construed to provide employees with less protection under FMLA than set forth in this Article.
  - b) Employees who request to use Family and Medical Leave for the purpose of caring for a domestic partner, or child or parent of domestic partner, must satisfy the City's eligibility requirements for claiming an individual as a domestic partner.

53 **GD. PAYMENT OF UNUSED SICK LEAVE**



- 1 1. Employees shall receive one-half of accumulated sick days, not to exceed thirty  
2 (30) days' pay (1/2 of 60) upon resignation, or one-half the accumulated sick  
3 days not to exceed sixty (60) days' pay (1/2 of 120) upon retirement, which shall  
4 be paid to employees upon leaving the department. Resigning employees must  
5 have a minimum of eight (8) years' employment with the City to qualify for the  
6 above payment. A minimum two weeks' notice must be given, as required by City  
7 personnel ordinance. Employees who are discharged from employment shall  
8 receive none of their are not eligible for any portion of accumulated sick leave.  
9 Adequate The above payment shall be calculated based on one-fifth (1/5) the  
10 employee's weekly wage for each day of sick leave.  
11
- 12 2. Retiring employees will be eligible to receive, in addition to the above payment of  
13 unused sick leave described above, one half (1/2) of the balance of sick leave  
14 days on the books in excess of 275 days up to a maximum of thirty (30) days.  
15
- 16 3 "Retirement" for the purposes of this section shall be defined as retiring under  
17 provisions of the Maine Public Employees Retirement System, or after twenty  
18 five (25) years of service, or at age 60.  
19
- 20 4 In the event of the death of an employee while on the job, the spouse, family or  
21 estate shall be entitled to 100% of the employee's accumulated sick leave.  
22  
23  
24  
25

## 26 **ARTICLE 47 16 - WORK RELATED INJURIES**

### 27 **A. ~~WAGES AND BENEFITS~~ WORKER'S COMPENSATION**

- 28
- 29
- 30
- 31 1. All employees are covered by the Maine Worker's Compensation Act. Benefits  
32 shall be payable pursuant to that law except for the following:  
33
- 34 2. Any employee who is injured or disabled in the line of duty shall receive during  
35 the first twelve (12) months immediately following the date of work related injury,  
36 in addition to Workers' Compensation insurance benefits, pay from the City so  
37 that the total of said benefits and pay shall be equal to the employee's full weekly  
38 wage.  
39  
40 After a period of twelve (12) months from the date of injury, employees may use  
41 accrued sick leave, vacation leave and compensatory time to supplement  
42 workers' compensation benefits so as to equal the pre-injury average weekly  
43 wage. The use of accrued sick leave, vacation leave and compensatory time  
44 shall be at the employee's discretion.  
45
- 46 3. Effective July 1, 2014, any employee who is injured or disabled in the line of duty  
47 shall receive during the first five (5) months immediately following the date of  
48 work related injury, in addition to Workers' Compensation insurance benefits, pay  
49 from the City so that the total of said benefits and pay shall be equal to the  
50 employee's full weekly wage.  
51  
52 After a period of five (5) months from the date of injury, employees may use  
53 accrued sick leave, vacation leave and compensatory time to supplement  
54 workers' compensation benefits so as to equal the pre-injury average weekly



1 wage. The use of accrued sick leave, vacation leave and compensatory time  
2 shall be at the employee's discretion.

3  
4 ~~For the purposes of this paragraph, indemnity payments references Workers'~~  
5 ~~Compensation payments for lost wages for single days off as well as longer~~  
6 ~~periods of continuous time away from work.~~

7  
8 B. TRANSITIONAL WORK PROGRAM DISABILITY

9  
10 1. ~~To the extent possible, the City will develop transitional work (i.e. light duty)~~  
11 ~~opportunities for employees with work related injuries. In its discretion and based~~  
12 ~~on funding and availability of work, the City may expand or narrow the transitional~~  
13 ~~work opportunities made available. Under this program, employees who are~~  
14 ~~physically and mentally qualified for transitional work may be permitted or~~  
15 ~~required by the City to work up to ninety (90) days in a transitional position at~~  
16 ~~their regular hourly rate of pay. If at the end of the ninety (90) day period, the~~  
17 ~~employee has not returned to his or her regular assignment, transitional work will~~  
18 ~~no longer be available unless additional medical evidence is presented that~~  
19 ~~permits the City to believe that, with reasonable additional periods of transitional~~  
20 ~~work, the employee will likely be able to return to his/her regular work~~  
21 ~~assignment. If such medical evidence is provided to the satisfaction of the City,~~  
22 ~~the City may offer additional periods of transitional work for up to a one (1) year~~  
23 ~~period from the date of receipt of the medical evidence. The employer shall~~  
24 ~~provide a reasonable accommodation to qualified individuals with disabilities to~~  
25 ~~the extent required by the state and federal anti-discrimination laws as~~  
26 ~~applicable.~~

27  
28 2. ~~If, during the course of the transitional work, it becomes evident to the City that~~  
29 ~~the injured employee likely will not be able to return to regular work within a two~~  
30 ~~(2) year period from the date of injury, transitional work will no longer be made~~  
31 ~~available. If an employee is unable to return to work due to disability, the leave of~~  
32 ~~absence shall not exceed one year. If the employee is unable to return to work~~  
33 ~~at the end of a year, his or her employment shall be terminated.~~

34  
35 3. In those instances of a work related injury, where an employee has been unable  
36 to perform the duties of his/her regular job classification for two (2) years from the  
37 date of injury, the employee may be terminated. This termination is recognized  
38 as non-disciplinary. If the employee later becomes capable of performing the  
39 duties of his/her former position, the employee may return to that position if it is  
40 vacant. If that position is filled, unfounded or no longer exists, the employee shall  
41 be placed in a vacant position, or the next available position if no such vacancy  
42 exists in the same classification within the department for which the employee is  
43 qualified. An employee may only return to regular work after termination if it has  
44 been determined by the City's physician that the employee is capable of safely  
45 returning to work and has the physical and/or mental capacity to perform the  
46 duties of the position. The returning employee shall be treated as if on layoff  
47 status for the period of the termination.

48  
49 In those instances of a non-work related injury, if an employee is unable to return  
50 to work due to disability, the leave of absence shall not exceed one year. If the  
51 employee is unable to return to work at the end of a year, his or her employment  
52 may be terminated.

- 1 4. ~~Injured workers may be placed by the City in the Transitional Work Program for a~~  
2 ~~period of up to one (1) year after the date of initial injury.~~
- 3
- 4 5. ~~An employee who has sustained an injury arising out of and in the course of his~~  
5 ~~employment and participates in the Transitional Work Program must execute a~~  
6 ~~trial work agreement consistent with the provisions of 39 M.R.S.A. Sec. 100-A~~  
7 ~~that includes the following non-exclusive conditions:~~
- 8
- 9 a. ~~The employee agrees to the provision of the Transitional Work Program~~  
10 ~~and has reviewed the Agreement;~~
- 11
- 12 b. ~~The employee agrees that if at the conclusion of this Transitional Work~~  
13 ~~period, he/she returns to regular work, and is earning wages equal to or~~  
14 ~~greater than those earned at the time of the injury, he/she will execute a~~  
15 ~~discontinuance relieving the City of any further Workers' Compensation~~  
16 ~~weekly benefit payments at that time; and~~
- 17
- 18 c. ~~If the employee is owed partial compensation upon returning to regular~~  
19 ~~work, he/she will execute a modification of payment establishing a fixed~~  
20 ~~rate of partial indemnity.~~
- 21
- 22 ~~d. Subsections a, b, and c above are consistent with 30 M.R.S.A. Section~~  
23 ~~96.A. See Appendix for a sample transitional work agreement.~~
- 24
- 25 6. ~~Employees with non work related injuries may be eligible to participate in the~~  
26 ~~Transitional Work Program designated for employees with work related injuries,~~  
27 ~~provided that at the time of application to the Program, there is reasonable~~  
28 ~~medical evidence by an independent medical examiner of a likely return to work~~  
29 ~~within a reasonable time frame.~~
- 30
- 31 7. ~~All time lines within this Article may be extended by the City on a case by case~~  
32 ~~basis and shall be deemed not to be the establishment of a practice or~~  
33 ~~precedent.~~

34

35 C. NOTICE OF EXTENDED LEAVE FAMILY AND MEDICAL LEAVE

36

37 The City shall provide to the shop steward of the Union weekly notice of all bargaining  
38 unit employees on Workers' Compensation, Light or Modified Duty, or extended sick leave and  
39 the expected duration of that leave.

40

- 41 c) An employee who has been employed for twelve (12) consecutive months and who has  
42 worked 1250 hours in the last twelve months is entitled to up to a total of twelve (12)  
43 weeks of Family Medical leave in any twelve (12) month period. The twelve (12) month  
44 period during which this entitlement may occur is a rolling twelve (12) month period  
45 measured backward from the date an employee uses any FMLA leave. The leave shall  
46 be an unpaid leave. In accordance with the "substitution provision" of the FMLA  
47 regulations, the City shall require the employee to use accumulated paid time off (sick  
48 leave, vacation leave, or personal leave) concurrently during the FMLA leave. The  
49 employee must give at least 30 days notice of the intended date upon which Family  
50 Medical leave will commence and terminate, unless prevented by medical emergency  
51 from giving that notice. Leave may be consecutive, intermittent, or on a reduced hour  
52 schedule if the employee and the City agree, or if medically necessary. The employee  
53 shall provide medical certification of the need for the leave. FMLA leave is governed by  
54 the requirements of state and/or federal FMLA laws, as they may apply. If the

1 ~~requirements, benefits, definitions and/or scope of either the federal or state FMLA~~  
2 ~~changes during the term of this Agreement, such changes are automatically~~  
3 ~~incorporated into this Agreement, except that nothing in this provision shall be construed~~  
4 ~~to provide employees with less protection under FMLA than set forth in this Article.~~

- 5  
6 d) ~~Employees who request to use Family Medical Leave for the purpose of caring for a~~  
7 ~~domestic partner, or child or parent of domestic partner, must satisfy the City's eligibility~~  
8 ~~requirements for claiming an individual as a domestic partner.~~  
9

## 10 11 **ARTICLE 18 19 - VACATIONS**

### 12 13 A. VACATION ACCRUAL

14  
15 All employees with less than five (5) continuous years of service shall be entitled to two  
16 (2) weeks of vacation. All employees with five (5), but less than twelve (12) continuous  
17 years of service shall be entitled to three (3) weeks of vacation. All employees with more  
18 than twelve (12) years of continuous service, but less than twenty (20) shall be entitled  
19 to four (4) weeks of vacation. All employees with over twenty (20) continuous years of  
20 service shall be entitled to five (5) weeks of vacation. Years of service, for the purpose of  
21 this Article, shall mean total years of service with the City. Vacation time will accrue on a  
22 monthly basis and said accrual and usage will be noted on employee's check stubs.  
23

### 24 B. SCHEDULING VACATIONS

- 25  
26 1. Vacations shall be scheduled by the Department Head so as not to interfere with  
27 the normal workflow requirements as determined by said Department Head.  
28 ~~Employees shall request vacation time in one (1) week segments. Requests for~~  
29 ~~single days of vacation will be at the discretion of the Department Head.~~  
30 ~~Requests made for vacation leave during a week with a paid holiday shall include~~  
31 ~~the request for the vacation day to be taken in place of the holiday.~~  
32  
33 2. ~~Each January and February From December 1 to 15 each calendar year,~~  
34 ~~employees shall may file with their respective Department Head or Division~~  
35 ~~Head a written request for vacations to be used during the remainder of that~~  
36 ~~next calendar year. All requests for vacations shall be submitted on or before~~  
37 ~~March 1 of each year. Requested vacations will then be selected and approved~~  
38 ~~and confirmed by December 25<sup>th</sup> of each year and shall be based on seniority~~  
39 ~~and the number of slots available seasonal work flow requirements at the~~  
40 ~~discretion of the Department Head(s). The respective Department or Division~~  
41 ~~Head shall post the vacation assignments no later than March 15<sup>th</sup> of each year.~~  
42 ~~Any employee who did not submit a vacation request prior to December 15 ~~form~~~~  
43 ~~or did not select all available vacation time may request such vacation time from~~  
44 ~~the Department. Such requests will be considered on a first come, first served~~  
45 ~~basis.~~  
46  
47 3. Employees will be allowed to swap vacation weeks with one another with the  
48 approval of the Department Head. ~~Such approval shall not be unreasonably be~~  
49 ~~denied.~~  
50  
51 4. During the period between November 1st and April 1st, all Parks and Public  
52 Works Department employees shall be available for overtime by leaving his or  
53 her name and telephone number as to where he or she can be reached should  
54 the City Department Head, or Superintendent, determine that there is a need to

1 call back employees, other than the one (1) employee each from of the Public  
2 Works Department and Parks and Recreation Department who received  
3 ~~confirmed confirmation~~ for a full week (5 consecutive days) of vacation time. The  
4 designated full 5-day vacation period starts at the end of the employee's regular  
5 work shift on Friday evening through the end of the regular work shift on the  
6 following Friday.

7  
8 5. During the period between November 1<sup>st</sup> and April 1<sup>st</sup>, the Department Head, or  
9 Superintendent, may approve additional vacation requests for employees from  
10 the Parks and Public Works Departments, at their discretion, and based on  
11 winter operational needs, staffing levels and/or weather/snow projections. These  
12 employees may be approved for vacation.

13  
14 6. The City Department Head, or Superintendent, has the authority to schedule, re-  
15 schedule or deny vacations depending upon available personnel so as to not  
16 interfere with normal work flow requirements, other than those individuals who  
17 have received a confirmed full vacation week off between November 1st and  
18 April 1st. During the period between November 1st and April 1st, only one (1)  
19 employee from the Public Works Department per week will be allowed to receive  
20 confirmed vacation time.

21  
22 7. During the period between April 1<sup>st</sup> and November 1<sup>st</sup>, Employees on a  
23 confirmed vacation will not receive call back calls ~~and are not eligible~~ for to work  
24 non-emergency overtime unless they inform the Department Head, or  
25 Superintendent, that they are available and wish to be called for available  
26 overtime during their vacation period. Employees on confirmed vacation will not  
27 be required to work overtime. ~~with the exception of an emergency.~~

28  
29 8. Verification of vacation dates will be given by the City within two (2) weeks after  
30 an employee requests such vacation time.

31  
32 ~~7. Vacation leave shall be accounted for on a weekly accrual basis. No vacation~~  
33 ~~time will be granted during an employee's probationary period.~~

34  
35 **ARTICLE 19 18 - HOLIDAYS**

36  
37 **A. HOLIDAYS**

38  
39 1. All employees shall receive eleven (11) paid holidays. The holidays are: New  
40 Year's Day, Martin Luther King Jr. Day, Presidents' Day, Patriots' Day, Columbus  
41 Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving  
42 Day, and Christmas Day.

43  
44 2. Holidays which fall within the vacation period of an employee shall not be  
45 counted as a vacation day but as a holiday.

46  
47 3. If a paid holiday falls on a Sunday, then the following Monday shall be observed  
48 as the holiday. If a paid holiday falls on a Saturday, the preceding Friday shall be  
49 observed as a holiday.

50  
51 a.) Employees working a non-traditional schedule, including, but not limited to,  
52 transfer station and Parks employees, shall have the holiday off if the holiday  
53 falls on a scheduled work day. Monday holidays that fall on an employee's  
54 regular day off will be observed on Tuesday, or Wednesdays when

1 employees are working Week A of the Rotating Schedule as referenced in  
2 Appendix A, Memorandum of Agreement, Non-Traditional Hours of Work,  
3 Parks Department, Trial Agreement. Non-Monday holidays shall be observed  
4 either the immediate day before or after the holiday and must fall in the same  
5 work week. Holidays shall be compensated at the employee's base hourly  
6 rate of pay for the total number of hours regularly scheduled to work.  
7

8 4. Employees required to work on a holiday shall receive a day's pay plus overtime  
9 for all hours worked. Overtime pay for working on the fourth of July, Labor Day,  
10 Thanksgiving Day or December 25th shall be two (2) times the employee's  
11 regular rate.  
12

13 5. To be eligible, employees must work scheduled hours for holiday week unless  
14 excused, legitimately sick, or unable to work because the employee is injured just  
15 prior to holiday.  
16

17  
18 **B. FLOATING HOLIDAY**  
19

20 The City will also observe one (1) floating holiday to be used as a personal day during  
21 each calendar year. Employees shall be permitted to take a floating holiday on any day  
22 within a calendar year with the approval of the respective Department Director or a  
23 designee. The floating holiday shall be scheduled at least forty-eight (48) hours prior to  
24 the beginning of the affected workday. Once an employee has received approval of the  
25 respective Department Director or a designee for the scheduled holiday, the City may  
26 not revoke the holiday. ~~Employees shall not be called for required overtime under this~~  
27 ~~paragraph.~~ Employees out on holiday leave under this paragraph shall not be eligible for  
28 non-emergency overtime.  
29  
30

31 **ARTICLE 20 19 - BEREAVEMENT LEAVE**  
32

33 A. In the event of the death of an employee's spouse, child, mother, father, or registered  
34 domestic partner (pursuant to Maine Revised Statutes; Title 22, §2710) living in the  
35 household of the employee, the employee, upon request, shall be granted up to five (5)  
36 days leave with full pay to make household adjustments, arrange for services or travel to  
37 attend funeral services. Employees shall also be allowed to use sick leave in the manner  
38 provided by Article 16, Sick Leave.  
39

40 B. In the event of the death of an employee's stepchild, grandchild, brother, sister, mother-  
41 in-law, father-in-law, or grandparents, the employee, upon request, shall be granted  
42 three (3) days leave with full pay to make household adjustments, arrange for services  
43 or travel to attend funeral services.  
44

45  
46 **ARTICLE 24 20 - CITIZENSHIP LEAVE**  
47

48 **A. MILITARY LEAVE**  
49

50 1. Military leave of absence will be provided according to State and Federal laws.  
51

52 2. For an employee in the reserves who has the annual field training or equivalent  
53 and providing the reserve wages are less than an employee would have normally  
54 earned at the employee's City job, the City shall pay the difference between  
55 reserve wages and the employee's regular base wages for that time period, for

1 up to three (3) weeks per calendar year. To qualify for this pay, the employee is  
2 required to furnish the City with an official copy of the reserve wages for these  
3 training periods.

4  
5 3. Employees may utilize vacation time for Military Leave.

6  
7 **B. JURY LEAVE**

8  
9 Employees shall be granted leave with pay when it becomes necessary for them to be  
10 absent from work for the purpose of such citizenship obligations as the following: jury  
11 duty, witness (when properly subpoenaed), and other similar obligations provided,  
12 however, that should any fees be paid the employee, the employee will receive as  
13 wages the difference between the employee's regular wages and the amount of the fees  
14 so paid, if any, if such fee is less. All notices to an employee to appear for any  
15 citizenship obligation shall be presented to the employee's Department Head in order for  
16 the employee to be eligible for payment of wages during his absence.

17  
18 **C. VOTING**

19  
20 If an employee works overtime on an election day that would prevent the employee from  
21 having available time to vote, the employee shall be granted such time off necessary to  
22 exercise that civic duty of voting.

23  
24  
25 **ARTICLE 22 21 - PENSION AND RETIREMENT**

26  
27 **A.** All employees of the bargaining unit shall participate in Social Security and Medicare.  
28 The rate(s) of contribution for both the City and the employee shall be determined by  
29 Federal law.

30  
31 **B. MAINE PUBLIC EMPLOYEES RETIREMENT SYSTEM**

32  
33 Effective July 1, 1995, the City shall extend to all full time employees a retirement  
34 pension under Maine Public Employees Retirement System Consolidated Plan (Plan A,  
35 1/50, COLA) entitling employees to a pension benefit determined by the accrued service  
36 up until July 1, 1995 to be calculated on 1/50, COLA basis, in accordance with and  
37 subject to the provisions of the statutes of the State of Maine and the rules of the Maine  
38 Public Employees Retirement System now applicable or as they may hereinafter be  
39 amended. The employee's rate of contribution shall be established by the statutes of the  
40 State of Maine. Effective July 1, 1995, the employees' rate of contribution shall be 6.5%  
41 of gross weekly earnings.

42  
43 **C. DEFERRED COMPENSATION 457/401a PLAN**

44  
45 Employees who choose not to become members of the Maine Public Employees Retirement  
46 System may join the City of South Portland Deferred Compensation Plan as established by the  
47 provisions of that plan document, as amended

48  
49 **ARTICLE 23 22 - HEALTH AND FITNESS**

50  
51 In order to promote the fitness and health of employees of this unit, the City agrees to waive the  
52 membership fees and daily user fees for the South Portland Municipal Golf Course, and  
53 Municipal Pool. Employees shall be permitted to utilize such facilities during the normal  
54 operating hours of those municipal fitness facilities.

1  
2  
3 **ARTICLE 24-23 - PROTECTIVE CLOTHING AND SAFETY**  
4

5 A. PROTECTIVE CLOTHING  
6

- 7 1. 1. The City will ~~issue~~ furnish foul weather gear, boots, and safety helmets and  
8 personal protective equipment (PPE) necessary for the work being performed, as  
9 determined by the City, as needed. Foul weather gear and equipment personal  
10 protective equipment shall remain the property of the City and shall be  
11 maintained, repaired or replaced by the City if worn out or unserviceable on an  
12 "as needed" basis. equipment is presented for turn in. Employees will receive  
13 twelve (12) pair of gloves per year. Employees are expected to properly care for  
14 the outerwear and personal protective equipment issued to them.  
15
- 16 2. ~~The City agrees to issue on an annual basis four (4) sets of uniforms (shirts and~~  
17 ~~pants). Employees may elect to substitute one pair of insulated or uninsulated~~  
18 ~~coveralls for one (1) set of uniforms, other than Mechanics or Mechanics Helpers~~  
19 ~~who will be permitted to substitute up to two (2) pairs of insulated coveralls for~~  
20 ~~regular work uniforms.~~  
21
- 22 3. 2. The City Employees covered by this Agreement will continue to pay have up to  
23 \$250 \$420 per fiscal year for the acquisition and/or replacement of department  
24 approved protective footwear (as specified by the American Society of Testing  
25 Material (ASTM) F2413-05 standard), and a department approved winter clothing  
26 and coveralls, shirts, and pants, with the approval of the Department Director.  
27 Employees may use their annual allowance to purchase approved clothing from  
28 a vendor(s) selected by the City. The City shall determine the process in which  
29 employees may purchase these items or method of reimbursement. Remaining  
30 balances at the end of the fiscal year on June 30th will not be "rolled over" to the  
31 next fiscal year. Employees who are discharged, retire or otherwise separate  
32 their employment with the City shall not be entitled to the balance of any unused  
33 clothing allowance.  
34
- 35 4. 3. Employees shall wear the department approved clothing and protective  
36 footwear provided by the City during work hours, and maintain a neat and clean  
37 appearance. Employees are responsible for maintaining and cleaning the  
38 uniforms and must be in uniform during all working hours, and shall be  
39 disciplined for failure to do so. For employees of the Parks & Public Works  
40 Department, uniforms shall include the departmental approved footwear.  
41 Employees who report to work or the job site not wearing the approved clothing,  
42 protective footwear and appropriate personal protective equipment (PPE) for the  
43 job shall not be permitted to work until they are wearing all the approved and  
44 necessary items. Time spent away from the work site to change into or obtain  
45 the required clothing, footwear and PPE shall be unpaid. The City will provide a  
46 cleaning service for employees classified as mechanics. Employees may  
47 substitute their own plain T-shirt for the uniform shirt as the weather dictates.  
48
- 49 5. 4. If any employee is required to wear protective clothing or any protective device  
50 as a condition of employment, the City shall furnish it.  
51 MECHANICS: The City agrees to provide a uniform service for Mechanics in lieu  
52 of the clothing allowance. Mechanics who choose not to participate in a uniform  
53 service will be eligible for the clothing allowance described in Section A (3),  
54 above.

- 1  
2 6. ~~5. The City will supply reimburse employees covered by this Agreement up to a~~  
3 ~~maximum of \$150 for the term of this Agreement toward the purchase price of~~  
4 ~~safety prescription eyeglasses (as specified by the American National Standards~~  
5 ~~Institute – Z87.1.) prescription safety glasses for those employees required to~~  
6 ~~wear them. In the event that prescription safety glasses are damaged, lost or~~  
7 ~~stolen, the City will pay fifty (50%) of the cost of replacement. The City reserves~~  
8 ~~the right, without prejudice, to pay for 100% of the replacement cost for~~  
9 ~~prescription glasses.~~

10  
11 ~~B. SAFETY~~

- 12  
13 1. ~~It shall be the responsibility of the employee having custody of such equipment to~~  
14 ~~see that it is properly cared for and stored, and the employee shall be~~  
15 ~~responsible for equipment that is lost or damaged due to misuse or neglect.~~  
16  
17 2. ~~The Union shall form a safety committee and make recommendations to the~~  
18 ~~Department Head regarding any unsafe conditions or practices. Said committee~~  
19 ~~shall consist of two (2) members of the bargaining unit representing the Union~~  
20 ~~and two (2) individuals representing the City. There shall be a Safety Arbitration~~  
21 ~~Board consisting of the Assistant City Manager/Human Resources Director, a~~  
22 ~~Department Head from another City Department, and a Union Official from~~  
23 ~~another City Union. A decision of this Board shall be advisory only and shall be~~  
24 ~~forwarded to the City Manager with the Said Board's recommendation. Both~~  
25 ~~parties hereto agree to comply with all State rules and regulations relative to~~  
26 ~~safety codes.~~  
27  
28 3. ~~The City will assure that employees will have safe vehicles to drive. "Safe~~  
29 ~~vehicle" shall be defined as a vehicle that meets the requirements necessary to~~  
30 ~~receive a state inspection sticker. Employees shall have the obligation to bring to~~  
31 ~~the attention of the City any vehicle that they believe is unsafe. The City in turn~~  
32 ~~will develop a safety and vehicle checklist for employees to review and inspect~~  
33 ~~motor vehicles, thereby documenting suspected deficiencies.~~  
34  
35 4. ~~A safe motor vehicle shall be considered a working condition~~  
36  
37

38 **ARTICLE ~~25~~ 24 - SEPARABILITY AND SAVINGS CLAUSE**

- 39  
40 A. If any Article or section of this Agreement, or any riders thereto, should be held invalid by  
41 operation of law, or by any tribunal of competent jurisdiction, or in compliance with or  
42 enforcement of any Article or section should be restrained by such tribunal pending a  
43 final determination as to its validity, the remainder of this Agreement and of any rider  
44 thereof, or the application of such Article or section to persons or circumstances other  
45 than those as to which it has been held invalid or as to which compliance with or  
46 enforcement of has been restrained, shall not be affected thereby.  
47  
48 C. Any Article or section declared invalid or unenforceable according to Paragraph One of  
49 this section shall be renegotiable at the time of said declaration; however, all other  
50 Articles shall remain as negotiated at the time of Agreement signing.  
51  
52

53 **ARTICLE ~~26~~ 25 – LABOR/MANAGEMENT COMMITTEE**



1 A Labor/Management committee will be formed. It will be responsible for developing partnering  
2 strategies and establishing programs that will lead to cooperative and collaborative  
3 labor/management relations. The parties agree to work together in identifying and implementing  
4 improvements to operations, safety, productivity and customer service delivery. Other goals  
5 include fostering good communications (both internally and externally), increasing  
6 accountability, effectiveness and realization of cost savings. The committee shall meet at least  
7 two times per year, and will meet more often if agreed to by the parties. The committee shall  
8 have three members from the bargaining unit and three members from management. The  
9 Union shall select the unit's members of the Committee and management shall select its  
10 members of the Committee. Additional members may be needed for individual issues and/or  
11 sub-committees. It is understood by the parties that grievances are not a proper subject for  
12 discussion by the committee. It is agreed by the parties that the Committee is not performing  
13 collective bargaining. The Union and Management representatives agree to exchange  
14 proposed agenda items at least one week in advance of any scheduled Labor/Management  
15 Committee meeting.

## 16 17 18 **ARTICLE 27 26 - TERMINATION AND ZIPPER CLAUSE**

### 19 20 **A. RENEWAL OF AGREEMENT**

21  
22 This Agreement shall be effective as of the 1st day of July, 2009~~12~~, and shall remain in  
23 full force and effect until the 30th of June, 2012~~15~~ for any member of the bargaining unit  
24 employed as of the signing date of this Agreement. It shall be automatically renewed  
25 from year to year thereafter unless either party shall notify the other in writing 120 days  
26 prior to the anniversary date that it desires to modify this Agreement. In the event that  
27 such notice is given, negotiations shall begin not later than 60 days prior to the  
28 anniversary date. This Agreement shall remain in full force and be effective during the  
29 period of negotiations unless notice of termination of this Agreement is provided to the  
30 other party in the manner set forth in following paragraph.

### 31 32 **B. TERMINATION OF AGREEMENT**

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

### 37 38 **C. ZIPPER CLAUSE**

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

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

52  
53 3. This agreement supercedes and cancels all previous agreements, verbal or  
54 written or based upon the alleged past practice between the City and the union or

1  
2  
3

bargaining unit employees and constitutes the entire agreement between the parties.

**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 \_\_\_\_\_, 2010 2014 and the Union has caused this instrument to be signed by ~~Harriett P. Spencer~~ James Mackie, ~~Coordinator~~ 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

\_\_\_\_\_  
~~Robert Sevigny~~    Date  
John Evans, President

\_\_\_\_\_  
~~Dana Anderson~~    Date  
Doug Howard,  
Director of Public Works

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

\_\_\_\_\_  
~~John McGough~~    Date  
Rick Towle,  
Director of Parks and Recreation

\_\_\_\_\_  
~~Enrico Perruzzi~~    Date  
Howard Leighton,  
Public Works Steward

\_\_\_\_\_  
Donald I. Brewer,    Date  
Human Resource Director

\_\_\_\_\_  
~~David Marsters~~    Date  
Ryan Norton,  
Parks Steward

\_\_\_\_\_  
~~Donald Colucci~~    Date

**WAGE SCALES**

Effective 7/1/09

<b>Positions</b>	<b>5</b>	<b>5.5</b>	<b>6</b>	<b>6.5</b>	<b>7</b>
	-	-	-	-	-
Laborer	-	\$15.25	\$15.56	\$15.86	-
Mechanic's Helper	\$16.17	\$16.50	\$16.84	-	-
EOI; Salt Truck Driver; Senior Park Maintainer	-	\$17.16	\$17.49	\$17.85	\$18.20
EOII; Automated Refuse Collector; Transfer Facility Equip. Op.; Senior Park Maintainer II	\$18.20	\$18.57	\$18.95	\$19.31	\$19.69
Mechanic I	\$18.95	\$19.31	\$19.70	\$20.10	\$20.50
Mechanic II	\$20.48	\$20.88	\$21.29	\$21.71	\$22.16
Supervisor	\$21.37	\$21.79	\$22.24	\$22.68	\$23.12

Effective 7/1/10

<b>Positions</b>	<b>5</b>	<b>5.5</b>	<b>6</b>	<b>6.5</b>	<b>7</b>
Laborer	-	\$15.25	\$15.56	\$15.86	-
Mechanic's Helper	\$16.17	\$16.50	\$16.84	-	-
EOI; Salt Truck Driver; Senior Park Maintainer	-	\$17.16	\$17.49	\$17.85	\$18.20
EOII; Automated Refuse Collector; Transfer Facility Equip. Op.; Senior Park Maintainer II	\$18.20	\$18.57	\$18.95	\$19.31	\$19.69
Mechanic I	\$18.95	\$19.31	\$19.70	\$20.10	\$20.50
Mechanic II	\$20.48	\$20.88	\$21.29	\$21.71	\$22.16
Supervisor	\$21.37	\$21.79	\$22.24	\$22.68	\$23.12

## WAGE SCALES

**Effective 07/01/2012 – 1.5% increase**

<b>Positions</b>	<b><u>5</u></b>	<b><u>5.5</u></b>	<b><u>6</u></b>	<b><u>6.5</u></b>	<b><u>7</u></b>
	-	-	-	-	-
Laborer	-	\$15.63	\$15.95	\$16.26	-
Mechanic's Helper	\$16.57	\$16.92	\$17.27	-	-
EOI; Salt Truck Driver; Park Maintainer	-	\$17.59	\$17.93	\$18.30	\$18.66
EOII; Transfer Station Equipment Operator; Park Maintainer II	\$18.66	\$19.04	\$19.43	\$19.80	\$20.19
Mechanic I	\$19.43	\$19.80	\$20.20	\$20.61	\$21.02
Mechanic II	\$21.00	\$21.41	\$21.83	\$22.26	\$22.72
Foreperson	\$21.91	\$22.34	\$22.80	\$23.25	\$23.70

**Effective 03/01/2014 – 2.0% increase**

<b>Positions</b>	<b><u>5</u></b>	<b><u>5.5</u></b>	<b><u>6</u></b>	<b><u>6.5</u></b>	<b><u>7</u></b>
	-	-	-	-	-
Laborer	-	\$15.95	\$16.27	\$16.58	-
Mechanic's Helper	\$16.90	\$17.26	\$17.62	-	-
EOI; Salt Truck Driver; Park Maintainer	-	\$17.94	\$18.29	\$18.66	\$19.03
EOII; Transfer Station Equipment Operator; Park Maintainer II	\$19.03	\$19.42	\$19.82	\$20.19	\$20.59
Mechanic I	\$19.82	\$20.19	\$20.60	\$21.02	\$21.44
Mechanic II	\$21.41	\$21.83	\$22.26	\$22.70	\$23.17
Foreperson	\$22.35	\$22.78	\$23.26	\$23.72	\$24.18

**Effective 07/01/2014 – 2.0% increase**

<b>Positions</b>	<b><u>5</u></b>	<b><u>5.5</u></b>	<b><u>6</u></b>	<b><u>6.5</u></b>	<b><u>7</u></b>
	-	-	-	-	-
Laborer	-	\$16.27	\$16.60	\$16.92	-
Mechanic's Helper	\$17.24	\$17.61	\$17.97	-	-
EOI; Salt Truck Driver; Park Maintainer	-	\$18.30	\$18.65	\$19.04	\$19.41
EOII; Transfer Station Equipment Operator; Park Maintainer II	\$19.41	\$19.81	\$20.22	\$20.60	\$21.00
Mechanic I	\$20.21	\$20.60	\$21.01	\$21.44	\$21.86
Mechanic II	\$21.84	\$22.27	\$22.71	\$23.16	\$23.64
Foreperson	\$22.79	\$23.24	\$23.72	\$24.19	\$24.66

**EXHIBIT B**

**MEMORANDUM OF AGREEMENT**

**Between**

**The City of South Portland**

**And**

**AFSCME Local #481, Parks and Public Works Unit**

**NON-TRADITIONAL HOURS OF WORK, PARKS DEPARTMENT, TRIAL AGREEMENT**

The City of South Portland and AFSCME Local #481, Parks and Public Works Bargaining Unit, herein referred to as ‘the Parties,’ enter into this non-traditional work schedule Trial Agreement for Parks Department employees during the 2013 spring, summer and fall seasons, from April 1 to October 31.

The parties acknowledge the need for flexibility and responsiveness in recognizing, communicating, addressing, responding to and working through unforeseen problems and situational issues that may arise from this trial work schedule. The parties agree to meet on an as-needed basis to address unforeseen problems, collaboratively identify solutions and implement work schedule adjustments that maintain safe, effective and efficient operations and service delivery.

The goal, at the conclusion of the 2013 trial period, is that language for a “time and tested” non-traditional work schedule for Parks employees will be memorialized in the successor collective bargaining agreement, or a mid-term Memorandum of Agreement.

Each March 1st, Parks management will review the workload, projects and facility/tournament schedules for the spring, summer and fall months and determine staffing needs, the number of available non-traditional work schedules and their corresponding assignments.

The parties hereby agree to implement a non-traditional work schedule for Parks employees on a trial basis in 2013, as follows:

- 1) During the period from April 1 to October 31, 2013 Parks Department employees classified as Parks Foreperson, Parks Maintainer I & Parks Maintainer II are subject to a non-traditional work schedule, which is not a Monday through Friday schedule. The position of Parks Mechanic is not eligible.
- 2) Each employee shall be scheduled to work a shift with regular starting and ending times.
- 3) Sample Schedule A: A rotating schedule that consists of 10-hour weekday (Mon.-Fri.) shifts and 5-hour weekend shifts, and shall include one weekend shift of Saturday and Sunday per cycle. (Examples of potential use, but not limited to, Wainwright complex, Parks...with 4 full-time employees rotating in conjunction with seasonal employees)

<u>Rotating Schedule</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>	<u>Total Hours</u>
<u>A</u>								
<u>Week A</u>	<u>10</u>	<u>Off</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>Off</u>	<u>Off</u>	<u>40</u>
<u>Week B</u>	<u>10</u>	<u>10</u>	<u>Off</u>	<u>Off</u>	<u>10</u>	<u>5</u>	<u>5</u>	<u>40</u>
<u>Week C</u>	<u>Off</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>Off</u>	<u>Off</u>	<u>40</u>

- 4) Sample Schedule B: A stationary schedule that consists of 9-hour weekday (Mon.-Fri.) shifts and one, 4-hour weekend shift. (Examples of potential use, but not limited to, Golf Course, Parks....with 1 full-time employee in conjunction with seasonal(s) employees)

**Memorandum of Agreement – City of South Portland and AFSCME Local #481, Parks and Public Works Unit – Parks Non-Traditional TRIAL Work Schedule – 2013 – Page 2**

**Sample Schedule B:**

<u>Stationary Schedule B</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>	<u>Total Hours</u>
<u>Saturday Schedule</u>	<u>Off</u>	<u>9</u>	<u>9</u>	<u>9</u>	<u>9</u>	<u>4</u>	<u>Off</u>	<u>40</u>
<u>Sunday Schedule</u>	<u>9</u>	<u>9</u>	<u>9</u>	<u>9</u>	<u>Off</u>	<u>Off</u>	<u>4</u>	<u>40</u>

- 5) For employees working the Rotating Schedule A, overtime shall be paid for all work in excess of 40 hours per week or 10 hours per day, but not for both.
- 6) For employees working the Stationary Schedule B, overtime shall be paid for all work in excess of 40 hours per week or 9 hours per day, but not for both.
- 7) 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 Supervisor.
- 8) All work shifts will have at a minimum two consecutive days off.
- 9) 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 Tuesdays, or Wednesdays when employees are working Week A of the Rotating Schedule. Non-Monday holidays (I.e., Thurs., July 4, 2013) 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.
- 10) 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.
- 11) Employees may swap shifts with other employees with prior approval of Parks management.
- 12) On any given week(s), schedules that include weekends may be re-scheduled/adjusted to weekdays only when weather, workload and facility use/games/tournaments dictate, by mutual agreement of management and the employee.
- 13) Parks Department employees shall be assigned to available non-traditional work schedules first on the basis of volunteers by seniority and qualifications, and then on the basis of inverse seniority and qualifications.

Agreed to by:

For the City of South Portland:

\_\_\_\_\_  
Human Resources Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Parks and Recreation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parks Superintendent

\_\_\_\_\_  
Date

**Memorandum of Agreement – City of South Portland and AFSCME Local #1476, Parks and Public Works Unit – Parks Non-Traditional TRIAL Work Schedule – 2013 – Page 3**

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*For AFSCME Local #481, Parks and Public Works Unit:*

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AFSCME Council 93 Date

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President, AFSCME Local #481, Parks & PWs Date

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Vice Pres., AFSCME Local #481, Parks & PWs Date