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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, 2021 to June 30, 2022

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INTRODUCTION

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

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

ARTICLE 1 - UNION RECOGNITION

A. BARGAINING AGENT RECOGNITION

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

B. UNIT DETERMINATION

1. The bargaining unit for the Parks, Recreation and Waterfront Department, Public Works Department, shall consist of employees assigned to the following positions:

Laborer	Mechanic I
Salt Truck Driver	Mechanic's Helper
Equipment Operator I	Equipment Operator II
Mechanic II	Shop Fabricator
Transfer Station Equipment Operator	Park Maintainer
	PWD Foreperson
	Parks Foreperson
	Sign Shop Foreman

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

- a.) **Temporary employees** may be hired to replace a permanent employee who is on a leave of absence. The temporary employee may work a standard work week or less for a limited period of time, not to exceed six (6) months. If the employee exceeds six months the City will meet with the Union and explain the need for the

1 continued temporary employment. The employment will not exceed one year in
2 total. If the City determines that there is a need to continue the employment for
3 more than one year they will need the agreement of the Union. Temporary
4 employees shall not be paid a wage higher than the highest paid employee in the
5 classification the temporary employee has been hired into.
6

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

20
21 C. UNION DEDUCTION
22

- 23 1. The City agrees to deduct the Union's weekly membership dues from the pay of those
24 employees who individually request in writing (by a signed authorization form) that
25 such deductions be made. This authorization shall be irrevocable during the terms of
26 this agreement except that an employee may revoke the authorization, provided the
27 employee notifies, in writing, the Employer and Council #93 at least thirty (30) days,
28 but not more than sixty (60) days prior to the expiration date of the Agreement.
29

30 The amounts to be deducted shall be certified to the City by the Union. The aggregate
31 deductions of all employees shall be submitted together with list of employees
32 having deductions made and the total amounts deducted for each of those employees
33 to the Union by the fifteenth (15) day of the succeeding month after such deductions
34 are made. The amount deducted for union dues shall be submitted
35 in one check.
36

- 37 2. In the event of change in the amount of dues, the Treasurer of Council 93 of the Union
38 shall so inform the Finance Director in writing. After receipt of same, dues as therein
39 noted should be deemed to have been authorized to be withheld on behalf of the
40 employees who had previously signed authorization forms as noted. This
41 authorization shall be irrevocable at any time during the term of this Agreement.
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44 3. All employees shall become a member or sign a non-member waiver form.
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51 D. UNION REPRESENTATION

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The Union agrees to fulfill its duties to represent all employees in the bargaining unit, not merely for members of the Union. The City acknowledges the right of the Union to require from those members of the Union, payment equal to the amount spent representing those same non-members. The costs shall include, but not be limited to, reasonable fees for employee representative services and expenses; attorney's fees and expenses; arbitrator's fees and expenses, plus what other charges as the Union may rightfully charge for the services rendered. While the City acknowledges the right of the Union to require payment from non-members for representation, the City shall not deduct or withhold any such amounts from any employee's pay without first receiving the employee's written consent.

E. INDEMNIFICATION

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

F. DISCRIMINATION

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

ARTICLE 2 - UNION BUSINESS

A. UNION REPRESENTATIVE VISITS

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

B. LEAVE FOR UNION BUSINESS

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

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ARTICLE 3 - PREMIUM DEDUCTIONS

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

ARTICLE 4 - SENIORITY

A. SENIORITY LIST

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

1. TERMINATION OF SENIORITY:

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

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

B. VACANCIES

- 1 1. When a vacancy within an existing classification of the bargaining unit occurs, the
2 Director of that Department shall post the job opening on all department bulletin
3 boards for a minimum seven working days. Said notice shall state position open,
4 salary range, and qualifications based on the Job Descriptions, and the date of
5 application closing.
6
- 7 2. Employees in any City Department may apply for unit vacancies which are posted.
8 Among those applicants the City determines to be qualified, the vacancy shall be
9 filled in the preferential order: first by unit applicant employed by the Department
10 in which the vacancy occurs: second by the bargaining unit applicant and; thirdly,
11 all other applicants.
12
- 13 3. The Director shall base appointments on applicants' qualifications, demonstrated
14 ability, past performance, and review of personnel file. If more than one candidate
15 is judged qualified for the vacancy, the Director shall select the best-qualified,
16 bargaining unit applicant based on the above criteria in (B) (2.). When more than
17 one bargaining unit candidate is judged best suited for the vacancy, bargaining
18 unit seniority shall be the determining factor. Such selections shall not be made in
19 an arbitrary or discriminating fashion Should a successful unit applicant determine
20 within the first ten(10) working days that they do not wish to remain in the position,
21 for whatever reason, or should the City determine, within ten (10) working days of
22 the employee's appointment that the employee cannot fulfill the requirements of
23 the job, then the reason(s) therefore shall be put in writing, the Unit President
24 notified, and the employee shall be returned to their former bargaining unit position.
25
- 26 4. If there are qualified applicants and unless there are unusual or emergency
27 circumstances, all vacancies in existing classifications shall be filled within thirty
28 (30) working days from the date of application closing, which date shall appear on
29 the posted notice. This time limit may be extended by the City, when in it's
30 discretion it is necessary to do so, but to a date not to exceed forty-five (45) working
31 days from the application closing date.
32

33 C. NEW OR DISCONTINUED POSITIONS
34

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

1
2 D. LAYOFF PROCEDURES
3

4 1. In the event that any departmental activity is eliminated or reduced by the City which
5 results in the reduction in the number of employees determined by the City to be
6 necessary, lay-offs will be made by department and by classification in the order of
7 inverse seniority, provided that seasonal, temporary and probationary employees shall
8 be laid off before regular, full-time employees.
9

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

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

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

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

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

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

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

42 RECALL RIGHTS:
43

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

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

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

20 **E. PROBATIONARY PERIOD**

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

28
29 **ARTICLE 5 – GRIEVANCES**
30

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

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D. Step 2

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

E. Step 3

1. MEDIATION

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

2. ARBITRATION

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

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

- 1
2 G. The chief steward of the Union shall be allowed time off with pay for meeting with City
3 officials concerning union business, provided that in the judgment of the City said time off
4 does not interfere with work flow requirements. The chief steward shall not leave regularly
5 assigned work in order to investigate a grievance without first obtaining approval of the
6 Department Head or their Designee. The chief steward shall be allowed time off with pay
7 during his regular shift hours for investigating grievances, up to a maximum of thirty (30)
8 minutes per grievance but not to exceed a total of three (3) hours per week except with
9 the written permission of the Department Head or their Designee.
10

11
12 **ARTICLE 6 - DISCIPLINARY PROCEDURES**
13

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

17 Oral Reprimand
18 Written Reprimand
19 Suspension (Notice in Writing)
20 Discharge (Notice in Writing)
21

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

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

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

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

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

- 46 F. Any letter of reprimand in an employee's personnel file will be removed from the file after
47 two (2) years from the date of the issuance of the letter of reprimand, and any suspension
48 shall be removed after four (4) years, provided there has been no recurrence of the type
49 or kind of misconduct giving rise to the original letter of reprimand or suspension. It shall
50 be the responsibility of the employee to request the removal of the letter of reprimand or
51 suspension with his/her Department Head and Human Resources Director.

- 1
2 G. Pursuant to N.L.R.B. v. Weingarten, Inc., the City recognizes the right of an employee to
3 have a Union representative present at a disciplinary hearing or meeting.
4
5

6 **ARTICLE 7 - HOURS OF WORK**
7

8 **A. WORK WEEK**
9

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

15 7:00 a.m. to 3:00 p.m. – with a 30-minute paid lunch break at the job site.
16

17 The 30-minute paid lunch break commences when work stops. Employees shall
18 remain at the job site. Work shall resume promptly after 30 minutes.
19

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

26 The 30-minute paid lunch break commences when work stops. Employees shall
27 remain at the job site. Work shall resume promptly after 30 minutes and shall
28 include any travel and food purchase time.
29

30 Employee work shifts may be changed for Line Striping and Sweeping
31 assignments by mutual agreement of the employee(s), with notice to AFSCME
32 Council 93, and the Public Works Director, or Designee.
33

- 34 3. With the exception of employees assigned to a non-traditional work schedule as
35 defined in Section B below, the regular work week starts on Monday at 7:00 a.m.,
36 or the regular start time of the employee's first scheduled work shift on Monday, if
37 other than 7:00 a.m., to 7:00 a.m. the following Monday.
38
39 4. With the exception of employees assigned to a non-traditional work schedule as
40 defined in Section B below, a single work day is defined as starting at 7:00 a.m.,
41 or the regular start time of the employee's work shift, if other than 7:00 a.m., to
42 7:00 a.m. the following day.
43
44

45 **B. WAINWRIGHT/GOLF COURSE NON-TRADITIONAL HOURS OF WORK**
46

47 The non-traditional work schedule for Parks employees in the classifications of Parks
48 Laborer and Parks Maintainer, starting the first Monday in April and ending the first
49 weekend in November, is referenced as Appendix A.
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51 **C. REST BREAKS**

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Employees shall have a fifteen (15) minute rest break at the midpoint of the first half of their work shift. Rest breaks shall be taken at times which are convenient and efficient to the work assignment or operation and shall be taken at the work site. The rest break commences when work stops. Work shall resume promptly after 15 minutes.

D. REST BREAKS DURING EXTENDED OVERTIME

Rest breaks on overtime shall be as follows:

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

ARTICLE 8 - DUTIES

- A. When conditions or workload necessitates, any employee may be required to perform work out of classification at the discretion of department management in accordance with Article 11, Wages, Sec. G, 1. Such assignments shall not continue for the same employee for a period in excess of two (2) weeks (10 working days) unless the employee agrees to continue the job assignment. Unless the workload otherwise dictates, said employee shall not be reassigned to the same out of classification job assignment for a minimum of one (1) week (five (5) working days). When an employee voluntarily works out of classification for a continuous period of ninety (90) working days, the City and Union will meet to discuss the status of the position.
- B. The Department Heads shall administer the workload evenly and fairly among the employees and shall make job assignments based on available staff, demonstrated job performance, defined job duties and cross-training needs.
- C. Any employee within the Department of Public Works, with the exception of Laborer, must possess and maintain a Class B Commercial Driver's License as a condition of employment. Employees within the Parks Department who were hired prior to January 1, 2013, shall not be required to obtain and maintain a Class B Commercial Driver's License as a condition of employment. Full-time Parks Department employees hired on or after January 1, 2013, with the exception of Laborer, must possess or obtain a Class B Commercial Driver's License (CDL) within the first six (6) months of employment as a condition of employment. The Parks, Recreation and Waterfront Director, or their Designee, may approve extensions beyond the six month period upon request of the employee for extenuating circumstances. Employees classified as Parks or Public Works Laborers shall possess and maintain a valid State of Maine Class C Drivers License as a condition of employment.

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1. LICENSE REQUIREMENTS

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

- D. Operators of all types of equipment shall be expected to keep equipment clean, full of fuel, oil, water, and tires inflated. Operators shall perform daily lubrication where required, if time and materials are provided by the City.
- E. Management personnel shall not perform bargaining unit work except under the following conditions:
 - 1. Direction, instruction or training of employees.
 - 2. Emergency conditions
- F. All Mechanics and Mechanic's Helpers shall maintain an active Class B (CDL) driver's license. Mechanics shall be licensed to inspect vehicles. The City shall pay for the actual costs of the license and the use of this license shall be for the inspection of City vehicles.
- G. One or more Public Works Employees will be trained as Transfer Station Attendants and may be assigned as back up for the Transfer Station position. The Public Works Director, or Designee, may assign non-Transfer Station employees to haul the roll off containers and recycling bins.

Training For Purposes of Overtime:

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

ARTICLE 9 - MANAGEMENT RIGHTS

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

- A. Except as otherwise provided for in this Agreement, the management and the direction of the working forces including, but not limited to, the right to hire, the right to hire part-time, temporary, and seasonal employees, the right to promote, the right to discipline or

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discharge for just cause, the right to lay off for lack of work or other legitimate reasons, the right to reduce the number of hours of operation, the right to transfer, the right to assign work to employees, the right to determine content, the right to classify jobs, and the right to establish reasonable rules are vested exclusively to the City.

B. Except as otherwise provided in this Agreement, the City shall have the freedom of action to discharge its responsibility for the successful operation of its mission including, but not limited to, the determination of the number and location of its crews, the services to be performed, the machinery, tools, equipment, and materials to be used, the work schedules and the methods of operation, the extent to which its own or other facilities shall be used, and the extent to which work will be subcontracted.

ARTICLE 10 - WORK RULES

- A. When existing rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of five (5) consecutive working days before becoming effective. Changed or new work rules shall be provided to AFSCME Council 93.
- B. The City further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.
- C. Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

ARTICLE 11 – WAGES

- A. Upon the effective date of this Agreement, the base hourly wages for each classification shall be as listed in Appendix B, attached hereto, and made part of this Agreement.
 - 1. Effective the first pay period in July, 2021, "Appendix B" wage scale base hourly rates increased by 1%, plus any steps.
 - . Retroactive pay increases will be paid to active employees and retirees as of the date of signing of this Agreement, for the period beginning the first pay period in July, 2021 through the date of signing (the "period of retroactivity"). Retroactive pay will be determined by multiplying the difference between the employee's base wage during that same time period as determined in the Appendix (Wage Scale) times the number of weeks at the new base wage and including all overtime. In the case of a promotion during the period of retroactivity, the employee's pay will be based upon the employee's time in each position.
 - 5. The City may hire employees in the classifications of Mechanic I and Mechanic II and credit them with prior experience up to step 4 on the appropriate Wage Scale in Appendix B for comparable work and responsibility providing they meet all of the requirements for the position as provided in the job description. Whenever the City exercises this option, other Mechanics in the same classification shall not be paid at a lower rate than the new hire. New Mechanics will be required to provide documentation of relevant work experience prior to receiving advanced pay

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placement. Subsequent step movement will be based on the initial years of service credit plus permanent continuous service with the City in the same classification. [Example: a new Mechanic I is given credit for relevant work experience and initially placed at step 4, 8 years of service, on the Wage Scale in Appendix B. The employee will advance to step 5, 10 years of service, after working two continuous years from their initial date of hire. The advanced placement is for pay purposes only and does not affect any other benefits, including seniority.

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

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

C. YEARS OF SERVICE

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

D. SPECIAL ASSIGNMENTS

1. The Director of Public Works may assign employees to the position of Salt Truck Driver and Sidewalk Plow Operator from November 1 through April 1. This assignment shall be made based on the following chronology:
 - 1st: Parks and Public Works employees who held the position of Salt Truck driver or Sidewalk Plow operator during the previous winter.
 - 2nd: based on the length of service as a salt truck driver or sidewalk plow operator for current employees within the Public Works Department.
 - 3rd: based on seniority within the EOI classification
 - 4th: based on employees outside of the EOI classification who wish to serve as full-time salt truck drivers or sidewalk plow operators based upon overall seniority.
 - 5th 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.
3. Parks employees operating the aerial lift truck or backhoe shall be compensated for those hours at the rate of Equipment Operator II.

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4. Other City employees that assist the 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. Water Resource Protection and any other City employees assisting the Public Works Department will be compensated at the EO rate of pay, or their current rate of pay, whichever is greater. 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.

E. HIGHER CLASSIFICATION

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

The Department Head may assign a qualified employee as a Seasonal Foreperson. This assignment may be for the entire season or part of the season. The employee assigned to the Seasonal Foreperson will be paid at the Foreperson's base rate of pay at the employee's current seniority step as listed in the Wage Scale in the Appendix B. Implementation for the Parks, Recreation and Waterfront Department shall take effect July 1, 2019. Until that date the Parks, Recreation and Waterfront Departments will follow Subsection E. 1 of this article. On July 1, 2019 Sub-Section E. 1 will be considered deleted from the contract.

1. PARKS DEPARTMENT:

The Director of Parks and Recreation may assign a qualified employee as a Seasonal Foreperson. This assignment may be for the entire season or part of the season. The employee assigned to the Seasonal Foreperson will be paid at the Foreperson's base rate of pay at the employee's current seniority step as listed in the Wage Scale in the Appendix B.

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

F. SHIFT DIFFERENTIAL

A shift differential of 40¢ per hour shall be paid to employees assigned to the evening shift. The City may establish hours of work outside the 7:00 a.m. to 3:00 or 3:30 p.m. schedule for employees within the job classifications identified in Article 11 Wages, Section B. All hours worked outside the 7:00 a.m. to 3:00 or 3:30 p.m. schedule shall be compensated at an hourly rate of 40¢ above the established base rate for the classification.

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2 G. DIRECT DEPOSIT

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

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6 H. TOOL ALLOWANCE

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8 Mechanics and Shop Fabricator shall be entitled to a \$550 tool allowance each fiscal year
9 to purchase new and replacement tools which are generally required to perform their job
10 duties. Such tool purchases are to be pre-approved by the Department Head, or
11 Designee.

- 12
13 1. Employees will have their tool allowance frozen upon resignation. Employees
14 who terminate mid-year will have their tool allowance for the fiscal year pro-
15 rated and any overpayment will be deducted from their separation pay.
16
17 2. Eligibility for the tool allowance shall begin when the employee completes
18 his/her six (6) month probationary period. The annual tool allowance shall be
19 pro-rated from the date of hire to end of the fiscal year.
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21 3. The City may replace broken or damaged tools at the discretion of the
22 Department Head, or Designee.
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24 4. Tool allowance balances remaining at the end of the fiscal year shall not be
25 rolled over into the next fiscal year.
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28 **ARTICLE 12 - NIGHT FOREPERSON/DISPATCHER**

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30 A. During the period from December 1 to April 1, which may be extended or modified upon
31 the mutual agreement of the City and Union, a position of Night Foreperson/Dispatcher
32 may be established provided a qualified candidate exists. The vacancy shall be posted
33 each November pursuant to Article 4; Section B. Any Public Works employee may apply
34 for this position. The basic work week for the position shall be five (5) consecutive eight
35 (8) hour days, with overtime paid for all hours worked outside the regular 8-hour schedule.
36 The Night Foreperson/Dispatcher shift shall run from 11:00 p.m. to 7:00 a.m. with a paid
37 30-minute lunch Monday through Friday.
38
39 B. Between the hours of 11:00 p.m. and 7:00 a.m., the City shall pay in addition to the
40 foreperson/dispatcher's base hourly rate a 50¢ per hour differential.
41
42 C. In the event the selected candidate is unavailable to work his/her shift, the shift may or
43 may not be filled at the discretion of the Public Works Director or his/her designee.
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46 **ARTICLE 13 – OVERTIME**

47
48 A. HOURS OF WORK

49
50 1. Schedule:

- 51
52 a. All hours worked by an employee in excess of eight (8) hours in any work
53 day as defined in Article 7, Hours of Work, Section A (1, 2, 4, 5, and 6),
54 with the exception of employees assigned to work a non-traditional

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schedule as defined in Appendix A, or more than forty (40) hours in any one (1) work week as defined in Article 7, Hours of Work, Section A (3), shall be at a rate of one and one half (1.5) times the employee's regular hourly rate, with the exception of hours paid under the call in pay provision.

- b. Any non-traditional hours of work that vary from the basic work week and work shift as defined in Article 7, Hours of Work, Section A (1) and A (2), shall be bargained with the Union prior to implementation.
- c. For the purposes of equitable distribution and tracking of overtime according to seniority within the department, all departmental employees' overtime hours will be "zeroed out" on the first Monday in April and the first Monday in November of each year.

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

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

B. COMPENSATORY TIME

1. Employees of this unit may earn, accrue, and receive compensatory time off up to a maximum fifty (50) hours of compensatory time in lieu of payment of such overtime per year. Said year shall run from December 1 to November 30. (This is not an earn and burn compensatory time payment system). Such compensatory time shall be earned at a rate of time and one half (1.5) the number of eligible hours worked and as defined by "hours worked" within Article 14, Section A, 2. Employees are required to use or cash out accrued compensatory time by November 30th 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

1 and one half (1.5) the number of eligible hours worked and as defined by "hours
2 worked" within Article 14, Section A, 2. All accrued compensatory time under this
3 paragraph shall be cashed out on June 30th of each year at straight time pay.
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6 C. CALL IN PAY/OVERTIME AS EXTENSION OF WORK DAY
7

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

1 rewarded a refusal. Employees failing to be available to work scheduled
2 overtime once they have indicated their intent to work may, at the discretion
3 of the Director, be subject to disciplinary action as outlined in Article 7.
4

5 b. The City has the right to change the assignment of scheduled overtime
6 based on weather or operational needs of the Department.
7

8 c. In the event that multiple employees are required or multiple shifts of
9 overtime are required, the scheduled overtime posting assignments shall
10 continue to be filled based on the current overtime list as outlined in Section
11 D of this Article. In the event the scheduled overtime must be cancelled by
12 management, all employees assigned the scheduled overtime shall be
13 awarded a call in as outlined in Section C of this Article. If management
14 cancels the scheduled overtime with less than 24 hours notice of the
15 commencement of the scheduled overtime work, eligible employees for the
16 call in pay due to cancellation will be determined from the overtime roster
17 at the time of cancellation. Scheduled overtime that is cancelled 24 hours
18 prior to its commencement will not be subject to call in payment. In the
19 event no employees sign up for scheduled overtime, the Director or the
20 Director's designee shall have the option of employing outside help to
21 complete the scheduled work.
22

23 D. OVERTIME DISTRIBUTION

24
25 1. The Director, or the Director's designee, shall have the option of employing
26 qualified outside help when considered necessary by the Director. However, no
27 regular personnel shall be denied the chance to work as the result of hiring outside
28 help.
29

30 2. Overtime assignments shall be made on a voluntary basis, and scheduled in
31 accordance with this Article except when an emergency condition exists. An
32 emergency condition is one which threatens the health, safety, welfare or
33 property of the residents of South Portland and over which this City has no
34 control. The City Manager or the manager's designee retains the authority to
35 determine when an emergency condition exists. In an emergency condition, the
36 respective Department Heads may utilize the other Department's overtime list.
37

38 4. All Public Works overtime work shall be distributed evenly among all eligible
39 employees within classification using the following system. An overtime list shall
40 be established. In emergency conditions, Department Heads may utilize the
41 overtime list from the other Department to fill overtime slots. Overtime call-in lists
42 shall be established for each classification by department, at the beginning of
43 each fiscal year, and shall be updated and posted weekly. Whenever overtime is
44 available in classification, employees shall be called in the order that their names
45 appear on the list, other than when overtime is an extension of the regular work
46 day in which employees working at a particular job site or job are offered
47 overtime.
48

49 If no Public Works employees in the posted job classification(s) sign up for or
50 accepts the overtime then the Public Works Manager will offer the overtime in the
51 following sequential order: Equipment Operator I, Equipment Operator II,
52 Transfer Station Attendant, Laborer, Mechanic I, Mechanic II, Foreperson.
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5. All Parks/Recreation and Waterfront overtime work shall be distributed evenly among all eligible employees using the following system. An overtime list shall be established . In emergency conditions, Department Heads may utilize the overtime list from the other Department to fill overtime slots. Overtime call-in lists shall be established by the department, at the beginning of each fiscal year, and shall be updated and posted weekly. Whenever overtime is available, employees shall be called in the order that their names appear on the list, other than when overtime is an extension of the regular work day in which employees working at a particular job site or job are offered overtime according to sub-section C. of this Article

If no Parks/Recreation and Waterfront employees sign up for or accepts the overtime then the Director will offer the overtime in the following sequential order: Foreperson, Department Seasonal employees.

6. Upon accepting or refusing an offered overtime, the employee's name shall be rotated to the bottom of the list, giving each employee within classification an equal opportunity to work overtime. If an employee is not available, this will be considered as a refusal. A record of all overtime offered, whether worked or refused, shall be kept and posted monthly on the respective departmental bulletin board. Each week employees' names shall be placed on their respective call-in lists, with the employee with the least amount of overtime (a total of hours worked and hours refused) placed on top of the list. This list shall be reviewed each week to insure that overtime is offered on an equal basis to all eligible employees.

7. Parks Event Overtime

Scheduled event overtime shall be posted and distributed according to the Departmental Overtime Procedures. Any event overtime that is not accepted within five (5) working days of the event shall be offered to any Parks, Recreation & Waterfront employee.

Should an event be scheduled within the five (5) business day window, overtime work scheduled will follow Article 13 Sub-Section C, Call in Pay/Overtime as Extension of Work Day.

8. Initial Overtime List for New or Newly Promoted Employees

a) Newly hired employees will be initially integrated into the overtime list by being "assigned" the same number of overtime hours as the employee in the same classification at the bottom of the overtime list on the new employee's date of hire. The purpose of this initial overtime hour "assignment" is to evenly disperse overtime within the bargaining unit. These "assigned" overtime hours are not compensable, and will not be paid out to the new employee as hours actually worked. This is a one-time adjustment for new employees for tracking and disbursement purposes. In accordance with Sec. (A)(1)(c) of this Article, department employees' overtime hours will be "zeroed out" on the first Monday in April and the first Monday in November.

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- b) Employees who are transferred to another Department within the bargaining unit will be integrated into that department's overtime list and classification in the same manner as new employees.
- c) Employees who change classification within the same department will maintain their total overtime hours from their previous classification and will be slotted into the new classification accordingly. In accordance with Sec. (A)(1)(c) of this Article, department employees' overtime hours will be "zeroed out" on the first Monday in April and the first Monday in November.

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

E. STANDBY PAY

1. Employees who are required to stand by and be available to report to work on a timely basis during the snow plowing operation from the first Monday in November through the first Monday in April shall receive a \$6.00 stipend per day (7 days per week) if they hold a Class B Commercial Driver's License, and a \$ 2.00 stipend per day (7 days per week) if they do not hold a Class B Commercial Driver's License for being "on call." Only employees assigned to snow plow operations will be eligible to receive standby pay. Employees who were not available, or not available on a timely basis, will not receive standby pay for that week. If an employee fails to notify the Department within fifteen-(15) minutes, the Department Head may elect to assign the work to other members of the bargaining unit or to others. In the event that an employee responds after the fifteen (15) minute notification period, and provided the work has not been otherwise assigned, the employee shall be allowed to perform the work assigned by the Department Head.

ARTICLE 14 - HEALTH AND LIFE INSURANCE

A. COMPREHENSIVE HEALTH AND HOSPITALIZATION INSURANCE

- 1. The City shall continue to make available to full-time employees and their eligible dependents group health and hospitalization insurance coverage and benefits through the Maine Municipal Employees Health Trust (MMEHT) Comprehensive Point of Service Plan C (POS-C). The City reserves the right to change or provide alternate insurance providers, contract with health maintenance organizations, or to self-insure as it deems appropriate to provide health insurance coverage and benefits, so long as the new coverage and benefits are substantially similar to the MMEHT Point of Service Plan C. The City shall not be responsible for changes in benefits unilaterally imposed by providers or as changed by Federal or State law, rules or regulation. The City will give the Union a minimum of ten (10) working days notification, or more when possible, of any plan changes unilaterally imposed by providers. The Union reserves the right to bargain over the impact of these changes.
- 2. As an alternative to POS Plan C, the City has made available to employees and their eligible dependents the Maine Municipal Employees Health Trust (MMEHT) PPO-500 plan. Through a health reimbursement account (HRA #1) administered by a company of

1 the City's choosing, the City will reimburse employees for properly documented
2 deductible and coinsurance in the PPO 500 plan up to \$1,125 for single coverage and
3 \$2,250 for single with child and family coverage, on an annual basis. The reimbursement
4 (HRA #1) represents 75% of the deductible and coinsurance as determined by the
5 Explanation of Benefits (EOB). Through a health reimbursement account (HRA #2)
6 employees or dependents enrolled in the PPO 500 plan are also eligible for an annual
7 \$400 benefit to cover co-pays, dental, vision and other IRS Code 213 (d) expenses.
8 Employees may request the remaining 25% balance be paid from the HRA #2, to the
9 extent of funds available.

10
11 Effective January 1, 2019 those employees selecting the PPO 500 Plan will be obligated
12 to pay co-pays, deductibles and coinsurance as called for in the Plan. The City will share
13 the obligation to pay co-pays, deductibles and coinsurance with employees selecting the
14 PPO 500 Plan subject to the following conditions. First the maximum contributions by
15 the City to an employee's co-pays, deductible and coinsurance is \$1,500.00 annually for
16 single (employee only) coverage, and \$3000.00 annually for single with child (employee
17 with child) and family (employee and spouse or employee, spouse and dependents)
18 coverage. Second the City will fund a Health Reimbursement Arrangement (HRA) for
19 each employee selecting the PPO 500 Plan to fund its obligation to share co-pays,
20 deductibles and coinsurance as called for in this sub-section. The City has the exclusive
21 discretion to choose a Health Reimbursement Arrangement (HRA) administered by a
22 company of the City's choosing.

23
24 Employees enrolled in Plan POS-C are not eligible for the health reimbursement accounts
25 (HRA #1 and HRA #2, or the single HRA in effect in 2019 .) The PPO 500 plan represents
26 a voluntary choice for employees. No employee covered by this collective bargaining
27 agreement shall be compelled to participate in this plan for the duration of this Agreement.
28

- 29 3. Should the City decide to change anniversary dates of its insurance policy(s), the change
30 in policy years shall not affect any calculation of payroll deduction until the following
31 January 1st.

32
33 Employee premium contribution rates are as follows and shall remain at the listed levels
34 for the life of this agreement:

- 35
36 > Employee – POS Plan C – 2.5%; PPO 500 Plan – 0%
37 > Employee w/Child – POS Plan C 11.0%; PPO 500 Plan – 10%
38 > Family – POS Plan C-15.0%; PPO 500 Plan – 15%
39

- 40
41 4. For the purpose of this Agreement, "family coverage" shall mean coverage for the
42 employee and spouse and/or any dependent children. "Dependent coverage" shall mean
43 coverage for the employee with one or more dependent children with no spouse. To be
44 eligible to participate in the family or dependent health and hospitalization plan,
45 employees must sign an authorization form which will allow the City to withhold wages
46 through weekly payroll deduction to collect the employee's contribution toward family and
47 dependent premium increases.
48
49 5. Employees will have the choice of making such contributions on a pre-tax basis (free from
50 Federal and State taxes and FICA contribution) under the provisions of Section 125 of the
51 Internal Revenue Service Code or after tax basis.
52
53 6. For the purposes of this Article, "dependents" shall be defined as:
54

- 1 a. Legal spouse; Registered domestic partner (as defined in Maine Revised
- 2 Statute; Title 22, §2710.)
- 3
- 4 b. Unmarried, dependent children under the age of 26 whether natural or
- 5 adopted;
- 6

7 **B. CASH PAYMENT-IN-LIEU OF HEALTH INSURANCE OPTION**

8
9 As an alternative to health insurance coverage, if an eligible employee at the beginning of
10 each year covered by this Agreement elects not to participate in the City-provided medical
11 insurance coverage and documents that he/she is otherwise covered, or if an eligible
12 employee elects coverage at a level less than the employee is eligible for as a result of
13 his/her family situation, the City will reimburse the employee one-half (1/2) of the City's
14 cost saved as a result of the election of reduced coverage or no coverage. The cash
15 payments under this provision are taxable income and shall be paid to the employee as
16 an addition to her/his regular paycheck.

17
18 Effective January 1, 2015, the cash payment in Lieu of City-provided medical insurance
19 coverage for employees hired in the bargaining unit prior to January 1, 2015, will be frozen
20 at the rates then in effect on January 1, 2014, as follows:

- 21
- 22 ➤ From Family to No Coverage – frozen at \$8,170 per year
- 23 ➤ From Family to Single – frozen at \$3,385 per year
- 24 ➤ From Family to Employee & Dependent – frozen at \$1,971 per year
- 25 ➤ From Employee & Dependent to No Coverage - \$6,198 per year
- 26 ➤ From Employee & Dependent to Single - \$1,913 per year
- 27 ➤ From Single to No Coverage - \$4,285 per year
- 28

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

- 31
- 32
- 33 ➤ From Family to No Coverage – \$6,000 per year
- 34 ➤ From Family to Single – \$2,775 per year
- 35 ➤ From Family to Employee & Dependent – \$1,375 per year
- 36 ➤ From Employee & Dependent to No Coverage - \$4,500 per year
- 37 ➤ From Employee & Dependent to Single - \$1,400 per year
- 38 ➤ From Single to No Coverage - \$3,000 per year
- 39

40 **C. LIFE INSURANCE**

- 41
- 42 1a) Group Life Insurance – Maine PERS: The City participates in the Maine Public
- 43 Employees Retirement System (also referred to as "MainePERS") Group Life
- 44 Insurance Program. All permanent full-time and part-time employees working at
- 45 least twenty (20) hours per week shall be eligible at their own cost for Basic
- 46 Group Life Insurance as provided by State statute, through payroll deduction.
- 47 Employees who hold Basic Group Life Insurance are also eligible for
- 48 Supplemental and/or Dependant Life Insurance through payroll deduction.
- 49 Coverage, costs, and benefits are determined by State law. Employees need not
- 50 be members of the Maine PERS pension program to purchase the Life
- 51 Insurance.
- 52
- 53 1b) Basic Life Insurance – Participants in the City's group health insurance plan will
- 54 receive basic life insurance equivalent to the employee's annual base wage,

1 rounded to the nearest thousand (\$1,000) dollars, at no cost. Participants shall
2 be eligible to purchase, through payroll deduction, additional life insurance
3 coverage equal to one, two, or three times their annual base wage. Employees
4 who do not participate in the City's health plan and receiving the cash payment-
5 in-lieu may purchase life insurance coverage through MMEHT and/or through
6 Maine PERS (see above), at their own expense.
7

- 8 2. The City reserves the right to change or provide alternate life insurance carriers as
9 it deems appropriate for any form or portion of insurance coverage referred to in
10 this Article. The City shall not be held responsible for changes or benefits
11 unilaterally imposed by the insurance provider or as changed by Federal or State
12 law, rule or regulation. The City will give the Union sixty (60) days notification of
13 any life insurance plan changes and the Union reserves the right to bargain over
14 the impact of these changes.
15

16
17
18 D. DENTAL INSURANCE AND VISION CARE INSURANCE
19

20 Employees may participate in any dental insurance plan or vision care plan which may be
21 made available to employees at their own cost and through payroll deductions.
22 Employees may enroll a spouse, legal domestic partner and dependent children in the
23 plans. In no case shall the City be required to make dental or vision care insurance
24 available to employees. The City shall contract with any dental or vision care provider of
25 its choosing. Participation shall be regulated in accordance to the plan document.
26
27

28 **ARTICLE 15 - SICK LEAVE**
29

30
31 A. PURPOSE AND ACCRUAL OF SICK LEAVE
32

33 Sick leave shall be earned at the rate of one and one quarter (1.25) days per month with
34 unlimited accumulation. Sick leave may be used only in the following cases:
35

- 36 1. Personal illness or physical incapacity of such degree as to render the employee
37 unable to perform the duties of his position, unless the employee is capable of
38 doing other work in his department and is assigned to such other work.
39
40 2. Attendance upon members of the family within the household of the employee
41 when their illness requires care by such employee, not to exceed one (1) day per
42 month or more than a total of six (6) days in any contract year. The one (1) day
43 limit may be waived by the Department Head if illness of the employee's spouse
44 requires absenteeism by the employee.
45
46 3. At the discretion of the employee's Department Head, sick leave may be used in
47 the event of the death of the employee's spouse or registered domestic partner,
48 child, mother, father, brother, sister, mother-in-law, or father-in-law but in no event
49 for more than six (6) calendar days. One (1) day sick leave may be granted at the
50 discretion of the Department Head to attend the funeral of a stepchild, grandchild,
51 brother-in-law, sister-in-law, grandmother, and grandfather.
52
53 4. If sick leave is exhausted and an employee is not eligible for Family and Medical
54 Leave as governed by state and/or federal FMLA laws as they may apply an

1 employee must use accrued vacation time, compensatory time, or an available
2 floating holiday as sick leave. An employee, after exhausting all accrued benefit
3 time, may request an unpaid leave of absence for sickness with the Human
4 Resources Director. The employee must present medical documentation
5 certifying the need for the leave of absence. The decision of the Human Resources
6 Director shall be final.
7

8 B. CRITERIA FOR DETERMINING ABUSE OF SICK LEAVE
9

- 10 1. The City has a legitimate concern in preventing the abuse of sick leave. The City
11 has the right to require an employee to provide from an attending physician or
12 other health professional a certificate to substantiate the claimed illness or
13 incapacity. The City retains the right to send an employee to a medical provider
14 selected by the City, at the City's expense. The employer shall not require said
15 certificate until after five (5) consecutive work days of sick leave in a twelve (12)
16 month period. In such instances, employees may be eligible for regular or
17 intermittent Family and Medical Leave (FMLA) as governed by state and/or federal
18 FMLA laws as they may apply, and/or as amended.
19
- 20 2. Any employee submitting a claim based on a false statement, or covering a period
21 during which the employee was not actually disabled, will be considered abusing
22 the sick leave privilege. An employee abusing these privileges or making false
23 representation regarding the use of sick leave will be considered just cause for
24 disciplinary action up to and including termination of employment.
25
- 26 2. Employees who exhaust their sick leave balance and have not been approved, or
27 are not eligible, for an unpaid Family Medical Leave of Absence, or have
28 exhausted his or her accrued benefit time pursuant to section A.4. of this Article
29 shall be considered "absent without leave". Such unauthorized absence from work
30 may be considered just cause for discipline up to and including termination of
31 employment.
32

33 C. FAMILY AND MEDICAL LEAVE
34

- 35 a) An employee who has been employed for twelve (12) consecutive months and who
36 has worked 1250 hours in the last twelve months is entitled to up to a total of twelve
37 (12) weeks of Family Medical leave in any twelve (12) month period. The twelve
38 (12) month period during which this entitlement may occur is a rolling twelve (12)
39 month period measured backward from the date an employee uses any FMLA
40 leave. The leave shall be an unpaid leave. In accordance with the "substitution
41 provision" of the FMLA regulations, the City may require the employee to use
42 accumulated paid time off (sick leave, vacation leave, compensatory time or
43 personal leave) concurrently during the FMLA leave, unless the employee is on a
44 Workers' Compensation leave of absence. The employee must give at least 30
45 days notice of the intended date upon which Family Medical leave will commence
46 and terminate, unless prevented by medical emergency from giving that notice.
47 Leave may be consecutive, intermittent, or on a reduced hour schedule if the
48 employee and the City agree, or if medically necessary. The employee shall
49 provide medical certification of the need for the leave. FMLA leave is governed by
50 the requirements of state and/or federal FMLA laws, as they may apply. If the
51 requirements, benefits, definitions and/or scope of either the federal or state FMLA
52 changes during the term of this Agreement, such changes are automatically
53 incorporated into this Agreement, except that nothing in this provision shall be

1 construed to provide employees with less protection under FMLA than set forth in
2 this Article.

- 3
4 b) Employees who request to use Family and Medical Leave for the purpose of caring
5 for a domestic partner, or child or parent of domestic partner, must satisfy the City's
6 eligibility requirements for claiming an individual as a domestic partner.
7

8
9 **D. PAYMENT OF UNUSED SICK LEAVE**

- 10
11 1. Employees shall receive one-half of accumulated sick days, not to exceed thirty
12 (30) days' pay (1/2 of 60) upon resignation, or one-half the accumulated sick days
13 not to exceed sixty (60) days' pay (1/2 of 120) upon retirement, which shall be paid
14 to employees upon leaving the department. Resigning employees must have a
15 minimum of eight (8) years' employment with the City to qualify for the above
16 payment. A minimum two weeks' notice must be given, as required by City
17 personnel ordinance. Employees who are discharged from employment are not
18 eligible for any portion of accumulated sick leave. The above payment shall be
19 calculated based on one-fifth (1/5) the employee's weekly wage for each day of
20 sick leave.
21
22 2. Retiring employees will be eligible to receive, in addition to the above payment of
23 unused sick leave described above, one half (1/2) of the balance of sick leave days
24 on the books in excess of 275 days up to a maximum of thirty (30) days.
25
26 3 "Retirement" for the purposes of this section shall be defined as retiring under
27 provisions of the Maine Public Employees Retirement System, or after twenty five
28 (25) years of service, or at age 60.
29
30 4 In the event of the death of an employee while on the job, the spouse, family or
31 estate shall be entitled to 100% of the employee's accumulated sick leave.
32
33

34 **ARTICLE 16 - WORK RELATED INJURIES**

35
36
37 **A. WORKER'S COMPENSATION**

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

1 related injury, in addition to Workers' Compensation insurance benefits, pay from
2 the City so that the total of said benefits and pay shall be equal to the employee's
3 full weekly wage.
4

5 After a period of five (5) months from the date of injury, employees may use
6 accrued sick leave, vacation leave and compensatory time to supplement workers'
7 compensation benefits so as to equal the pre-injury average weekly wage. The
8 use of accrued sick leave, vacation leave and compensatory time shall be at the
9 employee's discretion.
10

11 **B. DISABILITY**
12

- 13 1. The employer shall provide a reasonable accommodation to qualified individuals
14 with disabilities to the extent required by the state and federal anti-discrimination
15 laws as applicable.
16
17 2. If an employee is unable to return to work due to disability, the leave of absence
18 shall not exceed one year. If the employee is unable to return to work at the end
19 of a year, his or her employment shall be terminated.
20
21 3. In those instances of a work related injury, where an employee has been unable
22 to perform the duties of his/her regular job classification for two (2) years from the
23 date of injury, the employee may be terminated. This termination is recognized as
24 non-disciplinary. If the employee later becomes capable of performing the duties
25 of his/her former position, the employee may return to that position if it is vacant.
26 If that position is filled, unfounded or no longer exists, the employee shall be placed
27 in a vacant position, or the next available position if no such vacancy exists in the
28 same classification within the department for which the employee is qualified. An
29 employee may only return to regular work after termination if it has been
30 determined by the City's physician that the employee is capable of safely returning
31 to work and has the physical and/or mental capacity to perform the duties of the
32 position. The returning employee shall be treated as if on layoff status for the period
33 of the termination.
34

35 In those instances of a non-work related injury, if an employee is unable to return
36 to work due to disability, the leave of absence shall not exceed one year. If the
37 employee is unable to return to work at the end of a year, his or her employment
38 may be terminated.
39
40
41

42 **ARTICLE 17 – VACATIONS**
43

44 **A. VACATION ACCRUAL**
45

46 All employees with less than five (5) continuous years of service shall be entitled to two
47 (2) weeks of vacation. All employees with five (5), but less than twelve (12) continuous
48 years of service shall be entitled to three (3) weeks of vacation. All employees with more
49 than twelve (12) years of continuous service, but less than twenty (20) shall be entitled to
50 four (4) weeks of vacation. All employees with over twenty (20) continuous years of service
51 shall be entitled to five (5) weeks of vacation. Years of service, for the purpose of this
52 Article, shall mean total years of service with the City. Vacation time will accrue on a
53 monthly basis and said accrual and usage will be noted on employee's check stubs.
54

1 B. SCHEDULING VACATIONS
2

- 3 1. Vacations shall be scheduled by the Department Head so as not to interfere with
4 the normal workflow requirements as determined by said Department Head.
5 Requests for single days of vacation will be at the discretion of the Department
6 Head.
7
- 8 2. From December 1 to 15 each calendar year, employees may file with their
9 respective Department Head or Division Head a written request for vacations to be
10 used during the next calendar year. Requested vacations will be approved and
11 confirmed by December 25th of each year and shall be based on seniority and
12 seasonal work flow requirements at the discretion of the Department Head(s). Any
13 employee who did not submit a vacation request prior to December 15 or did not
14 select all available vacation time may request such vacation time from the
15 Department. Such requests will be considered on a first come, first served basis.
16
- 17 3. Employees will be allowed to swap confirmed vacation with one another with the
18 approval of the Department Head.
19
- 20 4. During the period between November 1st and April 1st, all Parks and Public Works
21 Department employees shall be available for overtime by leaving his or her name
22 and telephone number as to where he or she can be reached should the
23 Department Head, or Superintendent, determine that there is a need to call back
24 employees, other than the one (1) employee each from the Public Works
25 Department and Parks and Recreation Department who received confirmation for
26 vacation time.
27
- 28 5. During the period between November 1st and April 1st, the Department Head, or
29 Superintendent, may approve additional vacation requests for employees from the
30 Parks and Public Works Departments, at their discretion, and based on winter
31 operational needs, staffing levels and/or weather/snow projections. These
32 employees may be approved for vacation.
33
- 34 6. The Department Head, or Superintendent, has the authority to schedule, re-
35 schedule or deny vacations depending upon available personnel so as to not
36 interfere with normal work flow requirements, other than those individuals who
37 have received a confirmed vacation between November 1st and April 1st.
38
- 39 7. During the period between April 1st and November 1st, employees on a confirmed
40 vacation will not receive call back calls to work overtime, unless they inform the
41 Department Head, or Superintendent, that they are available and wish to be called
42 for available overtime during their vacation period.
43
- 44 8. Verification of vacation dates will be given by the City within two (2) weeks after an
45 employee requests such vacation time.
46
47

48 **ARTICLE 18 – HOLIDAYS**
49

50
51 A. HOLIDAYS
52

- 53 1. All employees shall receive eleven (11) paid holidays. The holidays are: New
54 Year's Day, Martin Luther King Jr. Day, Presidents' Day, Patriots' Day, Indigenous

1 Peoples Day, Memorial Day, Juneteenth Day (only for 2022), Independence Day,
2 Labor Day, Veterans' Day, Thanksgiving Day, Day After Thanks giving (only for
3 2021) and Christmas Day.
4

5 2. Holidays which fall within the vacation period of an employee shall not be counted
6 as a vacation day but as a holiday.
7

8 3. If a paid holiday falls on a Sunday, then the following Monday shall be observed
9 as the holiday. If a paid holiday falls on a Saturday, the preceding Friday shall be
10 observed as a holiday.
11

12 a.) Employees working a non-traditional schedule, including, but not limited to,
13 transfer station and Parks employees, shall have the holiday off if the holiday
14 falls on a scheduled work day. Monday holidays that fall on an employee's
15 regular day off will be observed on Tuesday, or Wednesdays when
16 employees are working Week A of the Rotating Schedule as referenced in
17 Appendix A, Non-Traditional Hours of Work, Parks Department. Non-Monday
18 holidays shall be observed either the immediate day before or after the
19 holiday and must fall in the same work week. Holidays shall be compensated
20 at the employee's base hourly rate of pay for the total number of hours
21 regularly scheduled to work.
22

23 4. Employees required to work on a holiday shall receive a day's pay plus overtime
24 for all hours worked. Overtime pay for working on the fourth of July, Labor Day,
25 Thanksgiving Day or December 25th shall be two (2) times the employee's regular
26 rate.
27

28 5. To be eligible, employees must work scheduled hours for holiday week unless
29 excused, legitimately sick, or unable to work because the employee is injured just
30 prior to holiday.
31

32 B. FLOATING HOLIDAY 33

34 The City will also observe one (1) floating holiday to be used as a personal day during
35 each calendar year. Employees shall be permitted to take a floating holiday on any day
36 within a calendar year with the approval of the respective Department Director or a
37 designee. The floating holiday shall be scheduled at least forty-eight (48) hours prior to
38 the beginning of the affected workday. Once an employee has received approval of the
39 respective Department Director or a designee for the scheduled holiday, the City may not
40 revoke the holiday. Employees out on holiday leave under this paragraph shall not be
41 eligible for non-emergency overtime.
42
43

44 ARTICLE 19 - BEREAVEMENT LEAVE 45

46 A. In the event of the death of an employee's spouse, child, mother, father, or registered
47 domestic partner (pursuant to Maine Revised Statutes; Title 22, §2710) living in the
48 household of the employee, the employee, upon request, shall be granted up to five (5)
49 days leave with full pay to make household adjustments, arrange for services or travel to
50 attend funeral services. Employees shall also be allowed to use sick leave in the manner
51 provided by Article 16, Sick Leave.
52

53 B. In the event of the death of an employee's stepchild, grandchild, brother, sister, mother-
54 in-law, father-in-law, or grandparents, the employee, upon request, shall be granted three

1 (3) days leave with full pay to make household adjustments, arrange for services or travel
2 to attend funeral services.
3

4 C. In the event of the death of an employee's aunt, uncle the employee, upon request, shall
5 be granted one (1) day leave with full pay to make household adjustments, arrange for
6 services or travel to attend funeral services.
7

8
9

10 **ARTICLE 20 - CITIZENSHIP LEAVE**
11

12

13 A. **MILITARY LEAVE**
14

15 1. Military leave of absence will be provided according to State and Federal laws.
16

17 2. For an employee in the reserves who has the annual field training or equivalent
18 and providing the reserve wages are less than an employee would have normally
19 earned at the employee's City job, the City shall pay the difference between
20 reserve wages and the employee's regular base wages for that time period, for up
21 to three (3) weeks per calendar year. To qualify for this pay, the employee is
22 required to furnish the City with an official copy of the reserve wages for these
23 training periods.
24

25 3. Employees may utilize vacation time for Military Leave.
26

27 B. **JURY LEAVE**
28

29 Employees shall be granted leave with pay when it becomes necessary for them to be
30 absent from work for the purpose of such citizenship obligations as the following: jury duty,
31 witness (when properly subpoenaed), and other similar obligations provided, however,
32 that should any fees be paid the employee, the employee will receive as wages the
33 difference between the employee's regular wages and the amount of the fees so paid, if
34 any, if such fee is less. All notices to an employee to appear for any citizenship obligation
35 shall be presented to the employee's Department Head in order for the employee to be
36 eligible for payment of wages during his absence.
37

38
39 C. **VOTING**
40

41 If an employee works overtime on an election day that would prevent the employee from
42 having available time to vote, the employee shall be granted such time off necessary to
43 exercise that civic duty of voting.
44

45
46

47 **ARTICLE 21 - PENSION AND RETIREMENT**
48

49 A. All employees of the bargaining unit shall participate in Social Security and Medicare.
50 The rate(s) of contribution for both the City and the employee shall be determined by
51 Federal law.
52

53 B. **MAINE PUBLIC EMPLOYEES RETIREMENT SYSTEM**
54

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

10
11 **D. DEFERRED COMPENSATION 457/401a PLAN**
12

13 Employees who choose not to become members of the Maine Public Employees
14 Retirement System may join the City of South Portland Deferred Compensation Plan as
15 established by the provisions of that plan document, as amended.
16

17
18 **ARTICLE 22 - HEALTH AND FITNESS**
19

20 In order to promote the fitness and health of employees of this unit, the City agrees to waive the
21 membership fees and daily user fees for the South Portland Municipal Golf Course, and Municipal
22 Pool. Employees shall be permitted to utilize such facilities during the normal operating hours of
23 those municipal fitness facilities.
24

25
26
27 **ARTICLE 23 - PROTECTIVE CLOTHING AND SAFETY**
28

29
30 **A. PROTECTIVE CLOTHING**
31

- 32 1. The City will furnish foul weather gear and personal protective equipment (PPE)
33 necessary for the work being performed, as determined by the City. Foul weather
34 gear and personal protective equipment shall remain the property of the City and
35 shall be maintained, repaired or replaced by the City on an "as needed" basis.
36 Employees are expected to properly care for the outerwear and personal protective
37 equipment issued to them.
38
- 39 2. Employees covered by this Agreement will have up to \$520 per fiscal year for the
40 acquisition and/or replacement of department approved protective footwear (as
41 specified by the American Society of Testing Material (ASTM) F2413-05
42 standard), department approved winter clothing and coveralls, shirts, and pants.
43 Employees may use their annual allowance to purchase approved clothing from
44 a vendor(s) selected by the City. The City shall determine the process in which
45 employees may purchase these items or method of reimbursement. Remaining
46 balances at the end of the fiscal year on June 30th will not be "rolled over" to the
47 next fiscal year. Employees who are discharged, retire or otherwise separate
48 their employment with the City shall not be entitled to the balance of any unused
49 clothing allowance.
50
- 51 3. Employees shall wear the department approved clothing and protective footwear
52 provided by the City during work hours, and maintain a neat and clean appearance.
53 Employees who report to work or the job site not wearing the approved clothing,
54 protective footwear and appropriate personal protective equipment (PPE) for the
55 job shall not be permitted to work until they are wearing all the approved and

1 necessary items. Time spent away from the work site to change into or obtain the
2 required clothing, footwear and PPE shall be unpaid.

3
4 4. MECHANICS: The City shall provide a uniform service for Mechanics in lieu of the
5 clothing allowance. Mechanics shall receive an annual boot allowance of three
6 hundred dollars (\$300.00).

7
8 5. The City will reimburse employees covered by this Agreement up to a maximum
9 of \$150 for the term of this Agreement toward the purchase price of safety
10 prescription eyeglasses (as specified by the American National Standards Institute
11 – Z87.1.)
12
13

14 **ARTICLE 24 - SEPARABILITY AND SAVINGS CLAUSE**

15
16
17 A. If any Article or section of this Agreement, or any riders thereto, should be held invalid by
18 operation of law, or by any tribunal of competent jurisdiction, or in compliance with or
19 enforcement of any Article or section should be restrained by such tribunal pending a final
20 determination as to its validity, the remainder of this Agreement and of any rider thereof,
21 or the application of such Article or section to persons or circumstances other than those
22 as to which it has been held invalid or as to which compliance with or enforcement of has
23 been restrained, shall not be affected thereby.
24

25
26 B. Any Article or section declared invalid or unenforceable according to Paragraph One of
27 this section shall be renegotiable at the time of said declaration; however, all other Articles
28 shall remain as negotiated at the time of Agreement signing.
29
30

31 **ARTICLE 25 – LABOR/MANAGEMENT COMMITTEE**

32
33 A Labor/Management committee will be formed. It will be responsible for developing
34 partnering strategies and establishing programs that will lead to cooperative and
35 collaborative labor/management relations. The parties agree to work together in
36 identifying and implementing improvements to operations, safety, productivity and
37 customer service delivery. Other goals include fostering good communications (both
38 internally and externally), increasing accountability, effectiveness and realization of cost
39 savings. The committee shall meet at least two times per year, and will meet more often
40 if agreed to by the parties. The committee shall have three members from the bargaining
41 unit and three members from management. The Union shall select the unit's members of
42 the Committee and management shall select its members of the Committee. Additional
43 members may be needed for individual issues and/or sub-committees. It is understood by
44 the parties that grievances are not a proper subject for discussion by the committee. It is
45 agreed by the parties that the Committee is not performing collective bargaining. The
46 Union and Management representatives agree to exchange proposed agenda items at
47 least one week in advance of any scheduled Labor/Management Committee meeting.
48
49

50 **ARTICLE 26 - TERMINATION AND ZIPPER CLAUSE**

51
52
53 A. RENEWAL OF AGREEMENT
54

1 This Agreement shall be effective as of the 1st day of July, 2021, and shall remain in full
2 force and effect until the 30th of June, 2022 for any member of the bargaining unit
3 employed as of the signing date of this Agreement. It shall be automatically renewed from
4 year to year thereafter unless either party shall notify the other in writing 120 days prior to
5 the anniversary date that it desires to modify this Agreement. In the event that such notice
6 is given, negotiations shall begin not later than 60 days prior to the anniversary date. This
7 Agreement shall remain in full force and be effective during the period of negotiations
8 unless notice of termination of this Agreement is provided to the other party in the manner
9 set forth in following paragraph.

10
11 B. TERMINATION OF AGREEMENT
12

13 In the event that either party desires to terminate this Agreement, written notice must be
14 given to the other party not less than ten (10) days prior to the desired termination date
15 which shall not be before the termination date set forth in the preceding paragraph.
16

17 C. ZIPPER CLAUSE
18

- 19 1. The parties acknowledge that during the course of negotiations which resulted in
20 this Agreement, each had the unlimited right and opportunity to make demands
21 and proposals with respect to any subject or matter not removed by law from the
22 area of collective bargaining and that the understandings and agreements arrived
23 at by the parties after the exercise of that right and opportunity are set forth in this
24 Agreement.
25
- 26 2. Therefore, the City and the Union, for the duration of this Agreement, each
27 voluntarily and unqualifiedly waives the right, and each agrees that the other shall
28 not be obligated to bargain collectively with respect to any subject or matter
29 referred to or covered in this Agreement unless mutually agreed to by the City and
30 the Union.
31
- 32 3. This agreement supersedes and cancels all previous agreements, verbal or written
33 or based upon the alleged past practice between the City and the union or
34 bargaining unit employees and constitutes the entire agreement between the
35 parties.
36

SIGNATURE PAGE

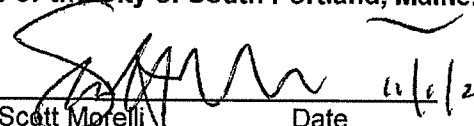
IN WITNESS THEREOF, the City of South Portland and the employees represented by the American Federation of State, County, and Municipal Employees, AFL-CIO, Council 93, Local #481, set their hands to this Collective Bargaining Agreement under the laws of the State of Maine.

In WITNESS THEREOF, the City has caused this Agreement to be executed and its corporate seal to be affixed by Scott Morelli, its City Manager, thereunto duly authorized by the City of South Portland, as of this _____ day of _____, 2021 and the Union has caused this instrument to be signed by Sylvia Hebert Staff Representative, AFSCME Council 93, thereunto duly authorized as of the day and year above written.


For AFSCME Council 93:

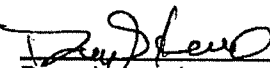

Sylvia Hebert
AFSCME Staff Representative
Date 10/22/21

For the City of South Portland, Maine:

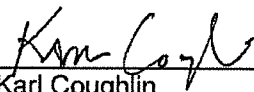

Scott Morelli
City Manager
Date 11/1/21

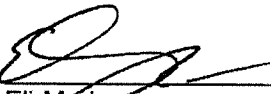
For AFSCME Local #481-09



Ray Roberts
President
Date 10/23/21



Doug Howard,
Director of Public Works
Date 10/29/21


Patrick MacVane
Public Works Steward
Date 10/22/2021


Karl Coughlin,
Director of Parks, Recreation
& Waterfront
Date 10/26/21


Eli Madsen
Parks Steward
Date 10/22/21


Stephanie Weaver
Human Resources Director
Date 11/1/21


Darrell Parker
Parks Steward
Date 10/22/21

APPENDIX A

WAINWRIGHT AND GOLF COURSE NON-TRADITIONAL WORK SCHEDULE – PARKS DEPARTMENT

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

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

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

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

Appendix B – Wage Scales

Effective 07/01/2021

Position	STARTING PAY	2	5	8	10	15	20
Step	1	2	3	4	5	6	7
Laborer	\$18.82	\$19.26	\$19.64	\$20.02	\$20.22	\$20.80	\$21.74
Mechanic's Helper	\$20.39	\$20.84	\$21.26	\$21.48	\$21.69	\$22.28	\$23.28
PWD EQ I	\$21.22	\$21.66	\$22.07	\$22.53	\$22.97	\$23.59	\$24.62
PWD EQ II	\$22.97	\$23.45	\$23.94	\$24.37	\$24.86	\$25.49	\$26.58
Mechanic I	\$23.92	\$24.48	\$24.87	\$25.37	\$25.88	\$26.51	\$27.64
Mechanic II	\$25.86	\$26.36	\$26.87	\$27.41	\$27.98	\$28.66	\$29.84
Park Maintainer	\$21.22	\$21.66	\$22.07	\$22.53	\$22.97	\$23.59	\$24.62
Foreperson	\$26.58	\$27.12	\$27.38	\$27.66	\$27.94	\$28.21	\$28.49
Transfer Station Equipment Operator	\$22.97	\$23.45	\$23.94	\$24.37	\$24.86	\$25.49	\$26.58
Shop Fabricator	\$23.22	\$23.66	\$24.07	\$24.53	\$24.97	\$25.59	\$26.62

The Director of Public Works, at their sole discretion, may appoint a mechanic to act as the Shop Foreperson. Any employee appointed to this position shall be compensated at two dollars (\$2.00) per hour above the Mechanic II rate of pay for all hours worked as shop foreperson, based on the employee's current step level.

APPENDIX C

CELL PHONE ALLOWANCE

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

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

CELL PHONE ALLOWANCE POLICY

PURPOSE:

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

CELL PHONES:

1. The City recognizes a need for the use of cellular telephones by City employees in the performance of their duties. Department Directors will determine which employees in their department require the use of cellular telephones. It will be the responsibility of the Director to justify and budget for the cellular phone allowance. The Department Director may elect to provide a monthly allowance to the employee in their paycheck to offset the expense of a personal cellular telephone. The employee is responsible to meet the same standard of service with their personal phone that they would meet if the City issued them a phone. The cellular telephone they use will be their personal property and therefore the employee will be responsible for the capital cost of the phone and the decision whether to carry insurance on the phone at their own expense.
2. When providing a City cell phone the Director must classify what level of access is required for the individual. This should be decided based on the departments' requirements of the position to be accessible. The classifications are as follows:
 - A. Cell Phone Usage: Department requires the ability to reach the person when in the field or as required by their positions duties. Only occasionally contact (under 200 minutes a month).
 - B. Heavy Cell Phone Usage: Department requires the ability to reach the person when in the field or as required by their positions duties. Heavy Daily use of the cell phone (200 minutes a month or more).
 - C. Smart Phone Usage: Department requires the ability to reach the person when in the field or as required by their positions duties. Department also requires the individual to have access to e-mail, texting and/or data services.
3. Each classification will have a specific reimbursement amount, set by the Finance Director. The reimbursement amounts including the \$5 a month equipment allowance will be as follows:

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

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

Cellular Telephone Authorization Form

Name:

Position:

Department/Division:

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

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

1. Are you required to by the duties of your position to have a cell phone? If yes, please explain.

2. Does your position require you to spend a significant amount of tirne during your workday outside your office or work area? If yes, please explain.

3. Does your position require you to travel frequently outside of South Portland? If yes, please explain.

4. Does your position require you to supervise or oversee several different work sites at various locations? If yes, please explain.

5. Does your position require you to be contacted frequently for critical decisions? If yes, please explain.

Employee Signature:

Date: _____

Division Head Signature:

Date: _____

Department Director Signature:

Date: _____