

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**PORTLAND HOUSING AUTHORITY**  
**AND**  
**AFSCME, COUNCIL 93, LOCAL 481**  
**2021-2024**

This Agreement is made effective as of **July 1, 2021** by and between the PORTLAND HOUSING AUTHORITY, hereinafter referred to as the "EMPLOYER" and LOCAL 481, COUNCIL 93, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "UNION."

**1. PREAMBLE:** Pursuant to the provisions of the Municipal Public Employees Labor Relations Law (Chapter 9-A, Title 26, MRSA) the parties have entered into this Agreement in order to establish mutual rights, preserve proper employee morale, and promote effective operations of the Portland Housing Authority.

**2. RECOGNITION:** The Employer hereby recognizes that the Union is the sole and exclusive representative for the purposes of bargaining with respect to wages, hours of work, working conditions, and all other terms and conditions of employment of the following employee classifications: Lead Technician, Maintenance Technician, Assistant Maintenance Technician, Assistant Maintenance Technician II, and Custodian, but does not include those employees excluded from such representation by Chapter 9-A, Title 26 M.R.S.A. Subject to Chapter 9-A, Title 26 M.R.S.A., this Agreement also covers employees employed in the classifications above on a part-time basis as follows: Employees who work less than full time but more than 30 hours shall receive a pro-rata share of all benefits; Employees who work less than 30 hours but more than 20 hours shall receive a pro-rata share of all benefits except health insurance; and Employees who work less than 20 hours are not covered by this Agreement.

**3. NO DISCRIMINATION BY PARTIES:** Employees covered by this Agreement shall have all rights afforded under Section 963 of Chapter 9-A, Title 26, MRSA.

No employee shall be favored or discriminated against by either the Employer or the Union because of his/her membership or non-membership in the Union.

**4. TIME OFF WHILE PERFORMING UNION DUTIES:** The Union Chief Steward shall be allowed time off with pay for meeting with the Employer concerning Union business, provided, in the judgment of the Employer, said time off does not interfere with workflow requirements. The Chief Steward shall not leave his/her regularly assigned work in order to investigate a grievance without first obtaining approval of his/her supervisor, which shall not be arbitrarily withheld.

The Chief Steward shall be allowed time off with pay during his/her regular shift hours for investigating grievances, up to a maximum of one (1) hour per grievance but not to exceed a total of three (3) hours per week, except with the written permission of the Executive Director of the Employer.

The Employer agrees to meet once per month with a Union Committee to discuss matters pertaining to non-grievable items not covered in this Agreement, provided the

Union Committee submits a written agenda of items for discussion at least three (3) working days prior to the meeting date. Such meetings shall be held at mutually convenient times. Whenever such meetings are held during normal working hours, the Union Committee shall be composed of no more than two (2) representatives.

The name of the employee selected as Chief Steward and the names of other Union representatives who may represent employees shall be certified in writing to the Employer by the local Union and the individuals so certified shall constitute the Union Grievance Committee.

If negotiations are scheduled during regular working hours, up to two employees shall be able to attend negotiations without a loss of pay/benefits.

**5. MANAGEMENT RIGHTS AND EMPLOYER'S RULES:** The Employer retains all right and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement. The Union acknowledges the right of the Employer to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement.

The Employer agrees to meet and confer with the Union in regard to any proposed employee rule changes prior to implementation of said changes. When existing rules and regulations are changed or new rules and regulations are established, they shall be posted prominently on all bulletin boards for a period of five (5) working days, except in an emergency as determined by the Employer before becoming effective.

The Employer 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.

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 as to any new or existing rules being in conflict with the terms of the Agreement or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

The parties agree that, as a means of avoiding or reducing the need for employee layoffs, the Employer may, upon thirty (30) days' notice, declare up to three (3) days in any one year period as "furlough" days in which employees shall be placed on unpaid leave. Furthermore, employees called to work on furlough days shall be paid two times their regular rate of pay.

**6. STRIKES AND SLOWDOWNS PROHIBITED:** The Union agrees that, during the term of this Agreement, neither it nor its officers or members will engage in, sanction, support, or suggest any (1) strikes, (2) slowdowns, (3) mass resignations, (4) mass absenteeism, (5) picketing, which would involve suspension of or interference with normal work of the Maintenance Department or other department of the Employer, or (6) any other similar actions which would involve suspension of or interference with the normal work of the Employer.

In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be discharged by the Employer.

**7. GRIEVANCE PROCEDURE:** Should the Union or one of its members feel aggrieved concerning the interpretation or application by the Employer of any provision of this agreement, the Union, through the employee or appropriate steward, shall attempt to resolve the grievance informally with the applicable supervisor.

(a) Only if the Union has attempted to resolve the grievance informally with the employee's appropriate supervisor and is not satisfied with the result may the Union file a formal grievance and present it to the supervisor within fifteen (15) working days of the occurrence of the alleged grievance.

(b) If such grievance is not resolved within five (5) working days, and the Union wishes to continue the grievance process, the Union shall submit the details of such grievance in writing to the Department Head or, in the absence of the Department Head, to the Executive Director of the Employer. Within five (5) working days thereafter, the Department Head or the Executive Director or his/her designee shall meet with representatives of the Union for the purpose of adjusting or resolving such grievance.

(c) If such grievance is not resolved within five (5) working days after such meeting, the Union shall, if the grievance is to continue, present such grievance in written detail within six (6) working days after said meeting to the Executive Director of the Employer. Within five (5) working days thereafter, the Executive Director shall meet with representatives of the Union for the purposes of adjusting or resolving such grievances. Provided, however, that the Executive Director or his/her designee has been the Employer's representative at Step (b) of the grievance procedure, Step (c) may be omitted, and the Union may proceed from Step (b) to Step (d) of the grievance procedure.

(d) In the event that the decision of the Executive Director rendered pursuant to Step (c) above is not acceptable to the Union, it may, within fifteen (15) working days thereafter, submit the matter to arbitration.



The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) working days after notice has been given. If the parties fail to select an arbitrator, either or both of the parties shall file a demand for arbitration with the American Arbitration Association ("AAA") pursuant to the rules and procedures for voluntary arbitration. Alternatively, the parties may mutually agree to use the labor relations connection.

The decision of the arbitrator(s) shall be final and binding on the parties subject to judicial review as provided by law, and the arbitrator(s) shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator(s).

(e) It shall be the responsibility of the Union to establish a grievance committee whose responsibility shall be to screen grievances as to their validity.

(f) The time limits for processing of grievances may be extended by written consent of the parties. Failure to meet any timelines contained herein shall constitute a waiver of the grievance and a bar to arbitration.

(g) All grievances shall be commenced not later than fifteen (15) working days after the time that the event giving rise to the grievance occurred.

(h) Said arbitrator(s) shall have no authority to add to, subtract from, or modify the provisions of this Agreement.

**8. WAGES:**

**Section 1: Hours of Work and Wages**

Employees covered by this Agreement shall be paid a weekly compensation for a forty (40) hour work week based upon the wage rate schedule outlined below:

CLASSIFICATIONS	2021-22 HOURLY WAGE RATE	2022-23 HOURLY WAGE RATE	2023-24 HOURLY WAGE RATE
Lead Technician	\$25.42	\$25.92	\$26.42
Maintenance Technician	\$24.33	\$24.83	\$25.33
Assistant Maintenance Technician II	\$20.34	\$20.84	\$21.34
Assistant Maintenance Technician	\$20.13	\$20.63	\$21.13
Custodian	\$14.64	\$15.64	\$16.64

**Section 2: Longevity Pay**

Employees covered by this Agreement will be entitled to longevity pay based on the following:

(a) The attainment of five (5) years' permanent Housing Authority service, determined by actual anniversary date, shall receive a \$5.00 per week longevity bonus commencing the first full pay week after attainment of aforementioned anniversary date.

(b) Plus \$5.00 per week for each employee who has aggregate Housing Authority service amounting to ten (10) years' permanent service, determined by actual anniversary date.

(c) Plus \$5.00 per week for each employee who has aggregate Housing Authority service amounting to fifteen (15) years' permanent service, determined by actual anniversary date.

(d) Plus \$5.00 per week for each employee who has aggregate Housing Authority service amounting to twenty (20) years' permanent service, determined by actual anniversary date.

(e) Plus \$5.00 per week for each employee who has aggregate Housing Authority service amounting to twenty-five (25) years' permanent service, determined by actual anniversary date.



**Section 3:** Night Shift Differential

All employees covered by this Agreement who work other than a day shift (that is evening shift or night shift) on a regular basis shall be entitled to shift differential pay of \$.40 cents per hour over and above the hourly rate established for the position on the day shift.

**9. OVERTIME:** Employees covered by this Agreement shall receive overtime pay computed at one-and-one-half times their applicable hourly rate for all hours actually worked in excess of forty (40) hours per week or in excess of eight (8) hours per day. For the purposes of computing overtime pay, effective the date of signing of this Agreement, sick leave taken during the regular work week (Sunday through Saturday) prior to being called for overtime work shall be included as hours worked. Sick leave taken during the regular work week after overtime is worked shall not be included as hours worked for the purposes of meeting the 8 hours per day / 40 hours per week requirement. In addition, for purposes of computing overtime, vacation time taken in a week will not count as hours worked unless the vacation had been approved and scheduled in advance – no other vacation time will count as hours worked.

When overtime work is necessary, the Employer will make every reasonable effort to distribute overtime equally among the regular full-time employees, providing the employee is capable of performing the work. However, the Employer will not make such reasonable effort in cases where employees cannot be reached by telephone or in cases where employees refuse overtime work. The Employer will make available information on overtime distribution at the request of the Union and shall post overtime accumulations on a weekly basis. The symbols used in posting overtime shall be:

S = Sick  
V = Vacation  
R = Refused  
N = No answer  
NP = No phone

If the Union believes that the Employer is not making every reasonable effort to distribute overtime equally and make accurate postings then, upon request, the Employer will meet with the officers of the Union to discuss Union suggestions for the improvement of the Employer's procedures.

**Call Outs:** The Department Head/Director of Facilities shall determine which employees shall carry cell phones for the purposes of responding to Call Outs after normal work hours. Being on call for Call Outs shall be mandatory for all employees requested to do so and who are qualified to do so as determined by the Department Head/Director of Facilities. Employees selected for Call Outs shall be paid twenty-five

dollars (\$25.00) per day while they are on call for such Call Outs. Employees who are on Call Out on the following holidays shall receive one hundred and twenty-five dollars (\$125) in lieu of the \$25 dollars – New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Employees are required to remain in the general area of their home, or in the greater Portland area, while on call and to immediately proceed to the Housing Authority when they receive a call requiring them to report to work.

Employees shall receive a minimum of three (3) hours' regular pay for responding to a Call Out that is not annexed consecutively to one end or the other of the Employee's working day or shift. A second Call Out made prior to the completion of a Call Out that involves work within the same HUD development will not result in an additional minimum three (3) hours of regular pay to the Employee. In addition, Employees shall receive three (3) hours of regular pay for pushing out the dumpsters on holidays and no additional pay for pushing them back in. Any Employee required to use their private car in response to a Call Out will be reimbursed for mileage at the appropriate rate.

**Call Backs:** From time to time the Department Head/Director of Facilities or the Executive Director may need to call back Employees who are not on call for Call Outs to come to work at a time in which they are not scheduled or to return to work after they have completed a shift. Employees will receive a minimum of three (3) hours of regular pay for responding to a Call Back.

Employees are obligated to respond to Call Outs, Call Backs, or overtime requests by Management except when unable to do so because of sickness or other physical disability. If requested, the employee shall furnish the supervisor with a certificate from the attending physician stating that the employee's illness or disability or that of a member of the family prevented the employee from responding.

Employees who are required to work by a supervisor on a day when the Executive Director has closed the Authority due to weather shall receive pay (straight time) for each hour that he/she actually works during the time that the Authority is closed during regular office hours. Any employee required to use their private car in response to a call back will be reimbursed for mileage at the appropriate rate.

**Meal Allowance:** In the event that an employee is held over from his/her regular shift until a minimum of eleven (11) consecutive hours are worked, the Employer shall cover the cost of the employee's meals up to \$13.50. Employees held over from a regular shift for eleven or more hours shall be given a fifteen (15) minute paid break for the purpose of eating a meal. In the event that an employee is held over from their regular shift until a minimum of sixteen (16) consecutive hours are worked, the Employer shall cover the cost of the employees' meals up to \$16.00 and employees shall be given two (2) fifteen (15) minute paid breaks for the purpose of eating their meals.



**10. HOLIDAYS:** The following holidays shall be paid holidays for all employees covered by this Agreement:

1. New Year's Day
2. Washington's Birthday
3. Patriots' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans' Day
8. Thanksgiving Day and the following day
9. Christmas Eve (1/2 day)
10. Christmas Day
11. Columbus Day
12. Martin Luther King's Birthday
13. One (1) floating holiday

If any of the above holidays fall on a Sunday, the following Monday shall be the observed holiday. If it falls on a Saturday, the preceding Friday shall be the observed holiday.

The one-half (1/2) day holiday for Christmas Eve shall not be observed if it falls on a Saturday or Sunday.

If an observed holiday occurs during the work week in which an employee is actually on scheduled vacation, the employee will not be charged with a vacation day for the day of the observed holiday.

**Holiday Pay:** Employees who are called in to work on an observed holiday during the twenty-four (24) hour span of the observed holiday shall be paid their holiday pay plus one-and-one-half (1/2) times their regular rate for all hours worked during the normal work shift of that employee. Any hours worked in excess of the employee's normal work shift during the twenty-four (24) hour span of the observed holiday shall be compensated at the rate of two (2) times the employee's regular hourly rate (that is, double-time without holiday pay).

**Eligibility for Holiday Pay:** Employees shall be eligible for holiday pay under the following conditions:

(a) The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, lay-off, or sick leave, and

(b) The employee worked his/her last scheduled work day prior to the holiday unless he/she is excused by the Employer or is absent for any reasonable purpose. The Employer shall determine what constitutes a reasonable purpose.

**11. VACATIONS:** For employees hired before July 1, 2017, vacation will be accrued on a weekly basis as follows:

All employees who have less than one (1) year of service shall earn a vacation of ten (10) working days during each calendar year to be granted on a pro-rata basis of .19 days per week.

All employees who have more than one (1) year of service but less than five (5) years of service shall earn a vacation of fifteen (15) working days during each calendar year to be granted on a pro-rata basis of .29 days per week.

All employees who have completed five (5) years or more of service shall earn a vacation of seventeen (17) working days during each calendar year to be granted on a pro-rata basis of .33 days per week.

All employees who have completed ten (10) years or more of service shall earn a vacation of twenty (20) working days during each calendar year to be granted on pro-rata basis of .39 days per week.

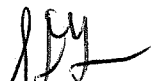
All employees who have completed twenty (20) years or more of service shall earn a vacation of twenty-five (25) working days during each calendar year to be granted on a pro-rata basis of .48 days per week.

For employees hired on/after July 1, 2017, vacation leave will be accrued on a weekly basis using the following table to compute time earned:

- 0-1 year of service, 7 days per year - (0.942 hours per week)
- 1-5 years of service, 10 days per year - (1.34 hours per week)
- 5-8 years of service, 13 days per year - (1.75 hours per week)
- 8-11 years or more, 15 days per year - (2.02 hours per week)
- 11-15 years or more, 17 days per year – (2.30 hours per week)
- 15 years or more, 20 days per year – (2.70 hours per week)

The duration of vacations shall be determined as of the first day of the year in which the vacation is taken. For the purpose of determining vacation accrual, vacation time shall accrue in any week in which the employee actually works a majority of the days (3) that week, except that days spent on an approved vacation shall be counted as days actually worked, as will days where an employee is at work and sent home by a supervisor.

Vacations shall be scheduled by the Department Head or the Executive Director so as not to interfere with normal workflow requirements as determined by the Department Head or Executive Director. Such scheduling shall not be arbitrarily denied. Subject to the foregoing, seniority of the employees within job classifications will be the basis for scheduling vacations. Subject to the standard above, Employees will make a vacation



request to their supervisor at least four (4) weeks in advance if planning to take five (5) or more consecutive days of vacation. Employees requesting fewer than five (5) consecutive days of vacation will provide at least two (2) weeks' notice whenever possible. Requests for single days of vacation should be made as far in advance as possible.

Employees shall be required to take vacation leave within twelve (12) months of the calendar year in which it is earned, and in no case, shall an employee accrue more than thirty (30) vacation days in excess of the number of accumulated vacation carried on the Authority's books as of January 1, 1995 for said employee.

**Vacation Call-In Pay:** Employees who are actually on scheduled vacation and are called in to work once the vacation has started shall be paid a rate of two (2) times his/her regular hourly rate for all hours worked during his/her normal work shift. Any hours worked in excess of the employee's normal work shift during vacation call-in time shall be compensated at a rate of three (3) times the employee's regular hourly rate. Any day which constituted a vacation day for the employee and for which he/she received the aforementioned compensation shall remain a vacation day for purposes of computing the amount of vacation days utilized by an employee during the year.

**Vacation Transfer:** Employees promoted to positions outside the Union bargaining unit may transfer their accrued vacation to their new position.

**Vacation Buyback:** If an employee has used at least ten days of vacation in a year, the Employer will buy back up to ten of the employee's unused days at the employee's per diem rate at the request of the employee.

**12. INSURANCE, LIFE AND HEALTH:** The Employer agrees to make available to Union employees basic and dependent group life insurance and group accidental death and dismemberment insurance. Such a plan shall be provided by the Maine Public Employees Retirement System Law, as amended.

All bargaining unit personnel may obtain domestic partnership health insurance coverage in accordance with the applicable rules of the health insurer at the employee's expense.

The Employer agrees to continue the provision of health insurance through the MMA Health Benefit Plan (or any like insurance selected by the Employer as replacement) to retiring employees who have completed at least fifteen (15) years of service with the Employer, who have left in good standing, who are retiring from the Employer during the term of this Agreement, and who are granted a regular service retirement (not early retirement) under the rules and regulations of the Maine Public Employees Retirement System. If the retired employee is eligible for Medicare upon retirement or becomes eligible during the term of this Agreement, the Employer's

contribution amount will not exceed the cost of premiums for employee-only coverage under the Group Companion Plan through the Maine Municipal Employees Health Trust (Medicare Retiree Plan). Until the retired employee becomes eligible for Medicare during the term of this Agreement, the Employer will pay the same premiums and make the same HRA contributions as it does for active employees on the single coverage for the plan that the retired employee had for coverage upon retirement. This coverage shall be for the retiring individual only and shall only be available to those employees whose employment began prior to July 1, 2010, and have been employed on a continuous basis since that date.

The PHA will participate in the Maine Municipal Employees Health Trust Group Dental Plan and provide coverage under Option A of the single-employee classification. Coverage under the plan is not automatic. Each eligible employee must initiate a request for the insurance by contacting the Human Resources Manager in the Executive Department.

The Employer agrees to provide Workmen's Compensation coverage to its employees.

The Employer agrees to provide Social Security benefits to the employees in accordance with provisions of the "Agreement Between State Agency and Political Sub-Division of the State of Maine for the Purpose of Extending Social Security Benefits to the Employees of Such Political Sub-Division," which agreement was entered into between the then Maine State Retirement System and the Portland Housing Authority on February 4, 1952.

The Employer will make available to employees covered under this contract a medical/dependent-care expense reimbursement plan as administered by Group Dynamics, Inc. It shall be the responsibility of each employee to request participation in this plan and to determine the amount of funds to be withheld.

For health insurance coverage for any employee whose insurance benefit is not set forth in a Memorandum of Understanding, the Employer agrees to pay a share of the full monthly premium for the PPO500 plan through the Maine Municipal Employee Health Trust at the percentages set forth below. PPO500 is the Employer's "House Plan." Employees who do not elect to be covered under the House Plan may choose coverage under the PPO2500 Plan or the Comprehensive Point of Service Plan ("POS C"), or their replacements, and Employer will contribute the same dollar amount as it would for the same level of coverage (single/dependent) of the PPO500 Plan, but it will not pay more than the actual cost of coverage in any event. Any employee who wishes to continue coverage under the POS C Plan will be responsible for all costs above what the Employer would pay if the employee had elected the same level of coverage (single, employee with child, or employee with spouse/family) under the PPO500 plan in any year of this

Agreement.

**PPO500 -**            Single – 95%  
                         Employee with Child – 65%  
                         Employee with Spouse or Family – 55%

For each employee who elects coverage under either PPO plan [500 or 2500 or their replacement], the Employer will fund the following amounts annually for a Health Reimbursement Arrangement (HRA):

**Single** – 100% of the out-of-pocket max for co-insurance plus deductible for the PPO Plan elected by the employee (PPO500 or PPO2500)

**Employee with Child, Spouse, or Family** – 100% of the out-of-pocket max for co-insurance plus deductible for employees who elect the PPO500 Plan, or 50% of the out-of-pocket max for co-insurance plus deductible for employees who elect the PPO2500 Plan

All HRA funds will be available as of the first day of the coverage year for either PPO plan. The employee may use these funds for co-insurance and deductible amounts only. The employee will be responsible for any remaining costs not covered by the HRA funds but the Employer agrees to continue to fund the above percentages for the HRAs even if the amount of the annual deductible changes for either plan.

Only employees who elect coverage under a PPO plan (or their replacements) will be eligible for an HRA. The Employer will not contribute to an HRA for any other plan. Any employee who elects coverage under a PPO plan may not subsequently elect coverage under a POS plan unless the parties to this Agreement agree so in writing.

In addition, each employee who elects (or has already elected) a PPO plan for the first year of this Agreement will pay the same dollar amount for their share of monthly premiums in the second and third years of this Agreement. To be clear, the dollar amount of the monthly premiums paid by such employees will stay the same for the term of this Agreement, even if there is a change in the annual premium amounts charged by the Maine Municipal Employee Health Trust. If the PPO 500 premiums increase during the term of this Agreement, the Employer's monthly dollar amount will increase. If the PPO 500 premiums increase or decrease during the term of this Agreement, the Employee's monthly dollar amount will stay the same.

**13. REGULAR HOURS OF WORK:** The regular work week shall consist of five (5) days. The regular daily hours of work shall consist of eight (8) hours actually worked.

Lunch or meal periods shall be an unpaid one-half (1/2) hour during the work period as determined by the Supervisor. A morning and afternoon coffee break of fifteen (15) minutes maximum duration shall be granted by the supervisor, but no such break need be granted during periods of emergency operation affecting the health, safety, and welfare of the Employer's residents.

Each employee shall be scheduled to work a shift with regular starting and ending times. Work schedules showing employee shifts, work days, and hours shall be posted on bulletin boards within the maintenance areas of the Employer's projects at all times. Work schedules shall not be changed for the life of the Agreement except for emergencies or to achieve operating economies, to provide better service to clients, to adjust to technological changes, to affect a change in the work program, or at the request of the Employee when the Employer is agreeable to such work change. The Employer agrees that the maintenance work shall be performed by unit members only, except that Employer may subcontract out heavy-equipment snow removal, lawn-mowing work that is beyond the expertise of the unit members as determined by the Authority, when maintenance personnel are not available, in exceptional circumstances, and in emergencies. Vacant-unit preparation may be subcontracted only on a temporary job-by-job basis when the average number of days for maintenance turn-around time for the fiscal year or vacant units exceeds fifteen (15) days, except that the painting of vacant units may be subcontracted at any time, provided that, in no case, shall the subcontracting out of any maintenance work result in a layoff of any unit members.

Employer will bargain, upon request, the impact of schedule changes of more than two (2) hours directly affecting more than three (3) Employees.

**14. SICK LEAVE:**

(1) Sick leave shall accrue at the rate of .29 days per week (beginning on the fifth full week of employment). For the purpose of determining sick leave accrual, sick leave shall accrue in any week in which the employee actually works a majority of the days (3) that week, except that days spent on an approved vacation shall be counted as days actually worked, as will days where an employee is at work and is sent home by a supervisor. For employees hired after July 1, 2017, accrued and unused sick leave will not exceed fifteen days at any time.

(2) Sick leave may be used only in the following cases:

- A. Personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his/her position, unless

the employee is capable of other work in his/her Department and assigned to such other work. If requested, the employee shall furnish his/her Supervisor with a certificate from his/her attending physician stating that the employee's personal illness or physical incapacity was, in the opinion of the attending physician, of such a nature as to render the employee unable to perform the duties of his/her position. The cost of obtaining this certificate shall be borne by the Employer if requested of an employee.

- B. Attendance upon members of the family within the household of the employee when their illness requires care by such employee, not to exceed twelve (12) days per year, which days shall be deducted from the employee's accumulated sick leave. If requested, the employee shall furnish his/her Supervisor with a certificate from the attending physician stating that an illness of a member of the family within the employee's household required the employee's care of such individual. The cost of obtaining this certificate shall be borne by the Employer if requested of an employee who has used three (3) or fewer consecutive sick days. After three (3) consecutive days of sick leave are used, the cost of obtaining a requested certificate shall be borne by the employee. An employee shall also bear the cost of obtaining a requested certificate if their pattern of sick leave usage indicates abuse of the privilege.

### (3) Unused Sick Leave on Retirement:

When an employee who was hired before July 1, 2017 retires from active service with the Portland Housing Authority and is immediately eligible for retirement benefits, the employee shall receive an amount equal to his/her salary at the time of retirement for one-half (1/2) the number of days of accumulated unused sick leave, up to a maximum payment of sixty-five (65) days.

In the event of death before retirement of an employee who was hired before July 1, 2017, unused sick leave shall be paid, subject to the limitations set forth above for retiring persons, in the salary equivalent as follows:

- A. If said employee leaves a widow or widower with whom he or she was living at the time of death, then to such widow or widower.
- B. If no such widow or widower and said employee leaves a minor child or minor children (including adopted children), then to the guardian of such minor child or minor children.

C. If no such widow, widower, or minor child or minor children, then to the surviving parent or parents, if any, of such employee.

(4) Unused Sick Leave on Separation in Good Standing:

When an employee who was hired before July 1, 2017 separates in good standing from service, he/she shall receive an amount equal to his/her salary at the time of separation for one-half (1/2) of the number of days of accumulated unused sick leave up to a maximum payment of thirty (30) days. The term "good standing" shall mean an employee who faces no impending disciplinary action or current investigation of wrong doing and who resigns employment after providing at least two (2) weeks' notice.

(5) Unused Sick Leave Transferable to Vacation:

One-fifth (1/5) or a maximum of three (3) days of any annual sick leave earned and unused within a year's period may be deducted from remaining sick leave and allowed as additional vacation time in the year immediately following that in which it is earned.

(6) Leave Without Pay:

A regular employee may be granted leave of absence without pay by the Executive Director for a period deemed necessary by the employee for the purpose of leave but not in excess of sixty (60) days. The employee is expected to return to work upon the expiration of a granted leave or to have arranged for an extension of leave prior to its expiration. Failure on the part of the employee to return to work on the expiration of a granted leave without having arranged for an extension will be deemed a resignation from service.

The twelve (12) month period used to determine employee eligibility for Family Medical Leave under the FMLA shall be the twelve (12) month period measured forward from the date an employee's first leave began. When leave is taken that qualifies both as FMLA and as permitted by this collective bargaining agreement, the employee shall use FMLA and the other type of leave concurrently, provided the employee meets all of the eligibility requirements for each type of leave. Types of leave that shall run concurrently with FMLA include, but are not necessarily limited to, sick leave, vacation, comp time, unpaid leave, absence for work-related injuries, and any other applicable types of leaves. This section shall comply with the FMLA substitution of leave section of the law and regulations.

**15. BEREAVEMENT LEAVE:** An employee shall be excused from work for up to ten (10) work days with pay because of the death of a spouse, domestic partner, or child/step child. An employee shall be excused from work for up to five (5) work days with pay because of the death of a sibling or parent(s)/step parent and up to three (3) work days





with pay because of death in his/her remaining immediate family as defined below and shall be paid his/her regular rate of pay for the scheduled working hours missed. Not more than eight (8) hours per day shall be paid under this Article, and such days shall not be deducted from such employee's accumulated sick leave. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral. Immediate family is defined to mean aunt, uncle, niece, nephew, mother-in-law or father-in-law, grandmother, and grandfather. The term "domestic partner" is defined as a person with whom an employee has a long-term intimate and committed relationship for two (2) continuous years or more. Both parties must be eighteen (18) years of age, competent to contract, and be each other's only mate. Neither partner can be married to anyone else and cannot be blood-related to the degree that legally prohibits marriage. Domestic partners must live together at the same permanent residence, be jointly responsible for each other's common welfare, and be financially interdependent. Furthermore, neither partner can have signed a domestic-partner affidavit with any other partner within the last two (2) years. Employees must execute an affidavit supporting the facts described above in order to be eligible for bereavement leave.

**16. JURY PAY:** The Employer shall pay to an employee called for jury duty the difference between his/her regular pay and his/her juror's pay upon presentation of an official statement of juror's pay received.

**17. UNIFORMS AND PROTECTIVE CLOTHING:** Employees are required to wear a uniform, as provided by the Authority, consisting of pants, shirt, jacket, and boots, and a failure to be properly attired shall subject an employee to disciplinary action. The Authority agrees to provide, as needed, each full-time employee with three (3) to five (5) sets of pants (long and/or short), long-sleeve shirts, short-sleeve shirts, T-shirts, one (1) jacket with liner, and one (1) winter jacket. The Authority shall also provide up to \$125.00 annually to reimburse employees for the cost of high-top leather work boots or winter boots that meet ANSI standards for steel or safety toes upon presentation of a receipt for such boots by the employee. Employees must wear their work boots at all times. If an employee is required by the Employer to wear protective clothing or any type of protective device pursuant to work rules or as a condition of employment, such protective clothing or protective device shall be furnished to the employee by the Employer. The cost of maintaining the uniform or protective clothing in proper working condition (including tailoring, dry cleaning, and/or laundering) shall be paid by the employee. The Employer shall supply rain gear to employees required to work in inclement weather and shall supply a suitable identification device to be worn on the employee's clothing. The Employer shall supply each Portland Housing Authority maintenance shop with two (2) pairs of safety glasses and shall make available to each employee a hard hat. The Employer shall supply each employee with one (1) pair of coveralls. The Employer agrees to replace uniforms on an as-needed basis. Upon separation from employment, coveralls and any other items furnished by the Employer shall be returned to the Employer, or the replacement cost will be paid by the individuals.

**18. FILLING OF JOB VACANCIES:** Job openings within the bargaining unit shall be posted for one (1) week, and employees within the bargaining unit may apply for such openings. As between applicants whom the Employer considers equally qualified, a vacancy shall be filled by the applicant having the most seniority within his/her present classification. Job vacancies shall be filled within ten (10) working days from the date of application closing, and notice of appointment shall be posted promptly. This time limit may be extended by the Employer when necessary in its sole judgment, but not later than thirty (30) days from the application closing date.

The Employer reserves the right to not fill job openings or to fill them from outside when, in its sole discretion, there are no qualified individuals in-house. Job openings shall be filled in accordance with the procedure attached as Exhibit A to this Agreement.

If an individual applicant has cause for disputing whether the Employer followed the hiring procedure attached as Exhibit A to this Agreement, he/she may appeal the Employer's action using the established grievance procedure. The employment selection itself, however, may not be grieved.

**19. FILLING OF TEMPORARY JOB VACANCIES:** Job vacancies of a temporary nature anticipated by the Employer to last longer than thirty (30) working days shall be filled in accordance with the established procedures as outlined above.

**20. DISCIPLINARY PROCEDURES:**

**Section 1:** Disciplinary action or measures shall include only the following:

- Oral reprimand
- Written reprimand
- Suspension (notice to be given in writing)
- Discharge (notice to be given in writing)

Any disciplinary action or measure imposed upon an employee shall be for just cause only and may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

The Employer shall not suspend or discharge any employee without just cause, with prior written notice of all charges to the affected employee and the Unit President.

The Union shall have the right to take up the suspension and/or discharge of an employee at Step c of the grievance procedure, and the matter shall be handled in

accordance with this procedure through the arbitration step if deemed necessary by either party.

**Section 2:** Employees shall have complete access to their individual personnel file and shall be given copies of all adverse material at the time such material is entered into the file. After a period of one (1) year from the date disciplinary action is taken, an employee may request to have adverse materials removed from the employee's personnel file. Such request will be decided by the Executive Director whose decision shall be final and not subject to grievance arbitration.

**Section 3:** All new Employees shall serve a one (1) year probationary period, during which the Employee and the Employer can determine if the employment is a good fit for both. During this one-year period, just cause shall not apply to discipline or discharge of the Employee.

**21. BULLETIN BOARDS:** The Employer shall permit the reasonable use of bulletin boards within the maintenance areas of the Employer by the Union for the posting of notices of a non-controversial nature relating to Union business.

**22. ACCESS TO PREMISES:** With the permission of the appropriate Supervisor, such permission not to be arbitrarily withheld, representatives of the American Federation of State, County, and Municipal Employees, Council 93, AFL-CIO and Local 481 may enter the Employer's premises for the investigation of pending disputes under this Agreement. A list of authorized Union representatives who may enter the Employer's premises shall be furnished by the Union within thirty (30) days of the effective date of this Agreement to the Executive Director of the Employer.

**23. PERSONNEL REDUCTION:** In the event of layoffs, seniority of employees within their particular job classifications shall be given primary but not sole consideration, and when an employee is laid off due to a reduction in the work force, he/she shall be permitted to exercise his/her seniority rights to bump (replace an employee with less seniority) any employee in a lower job classification, provided the bumping employee has greater seniority than the employee whom he/she bumps, except that part-time employees shall be laid off prior to any full-time employees. In the event of recall to work following layoffs, seniority within an employee's particular job classification shall be given sole consideration. The Employer may rely on its records for the last address of the laid-off employees and may remove from the recall list a senior employee who does not accept recall to work within ten (10) days after mailing of recall notification. A copy of such recall notification shall be mailed to the Chairperson of the Union for the Union's information. Notwithstanding his/her position on the seniority list, the Chief Steward, in the event of a lay-off, shall be the last employee to be laid off, provided he/she can perform the work available.



## **24. DUES DEDUCTION:**

### **Section 1: Dues Deduction and Service Fees**

The Employer shall deduct either the regular weekly Union dues or the weekly service fees for non-members, and "PEOPLE" deductions that are not commingled with dues or fees, only upon the receipt of a signed authorization from members of the Union employees on forms supplied by the Union and satisfactory to the Employer. It shall be the sole responsibility of the Union to collect Union dues and service fees from employees who do not sign and submit the signed, approved authorization form. The payment of dues or service fees shall not be considered a condition of employment, and the Employer shall not be required to take action against employees who fail to pay dues or service fees.

### **Section 2: Selection of Dues or Service**

Not later than thirty (30) days nor more than sixty (60) days from the execution of this Agreement, the Union shall notify the Employer and current employees of the weekly dues amount and service fees. Employees will be provided the option to join the Union and pay Union dues or pay the established service fees. Employees shall remain in their selected status until thirty (30) days before the expiration of the Agreement unless the employees notify the Employer in writing of their desire to change their status.

### **Section 3: Notification**

The amount of the dues and the service fees to be deducted shall be established by the Union and certified in writing to the Employer. The Union shall notify the Employer of the appropriate dues amount and service fees to be deducted. Such certification and notification shall be sent by the Treasurer of the Union to the Employer.

### **Section 4: Transmittal**

All such Union dues shall be deducted on a weekly basis and forwarded monthly, no later than the 15<sup>th</sup> of the month, to the Treasurer of A.F.S.C.M.E. Council 93, 20 Winter Street, Augusta, Maine 04330. Such deductions shall also include a list of who has paid Union dues and the service fees and the amount deducted from each employee listed.

### **Section 5: Indemnification**

The amount of the dues and service fees to be deducted shall be established by the Union without Employer involvement. The Union shall indemnify and hold the Employer harmless against all claims and suits or other liabilities which may arise by reason of any

action taken in making deductions of said dues and service fees or their amount, regarding the determination, collection, or enforcement of the service fees, including attorneys' fees and costs and remitting the same to the Union pursuant to this Agreement.

**25. SENIORITY ROSTER:** The Employer shall prepare a seniority roster each calendar year of the Agreement and shall post on bulletin boards within the maintenance areas of the Employer copies of such roster. Seniority for employees covered by this Agreement shall be uninterrupted service for the Housing Authority determined from the employee's most recent date of hire, and benefits (based on length of service) shall be accrued from that date, except for Maine Public Employees Retirement System pension. This roster shall be considered as final during each calendar year if it is unchallenged by the Union within five (5) days after it is posted. The seniority roster will be prepared within forty-five (45) days of the effective date of this Agreement and within forty-five (45) days of each calendar anniversary of the effective date of this Agreement.

**26. TEMPORARY ASSIGNMENTS:** The Union agrees that the Employer may, in good faith, make temporary job assignments to employees of not more than five (5) consecutive days' duration which would be outside the general scope of the employee's job classification.

When an employee is assigned to work in a higher classification, they must work successfully for five (5) days as determined by the Director of Physical Plant to receive the higher classification pay. An employee only needs to work this five (5) day period once if they complete it successfully in order to permanently qualify for a higher classification pay rate when working in that classification. If an employee requests work in a higher classification, they shall not receive the higher classification pay until they work successfully in that classification as determined by the Director of Physical Plant.

**27. LICENSE PAYMENTS:** The Portland Housing Authority shall provide payments of five dollars (\$5.00) per week as follows:

1. for each of two (2) members holding valid electrical or journeyman electrician licenses;
2. for each of two (2) members holding valid plumber or journeyman plumber licenses; and
3. for each of 6 members (only Lead Technicians or Maintenance Technicians) holding valid Maine State Gas Licenses.

The selection of members for receipt of these payments shall be on a first-come/first-served basis. In the case of a tie between members applying for these payments, the selection shall be made on the basis of seniority.

The Authority reserves the right to require, or limit, the number of employees who have a valid Maine State Gas License to six, except that any employee who has a valid gas license as of the signing of this Agreement shall receive the five-dollar weekly payments so long as he/she maintains his/her license.

**28. EMBODIMENT OF AGREEMENT CLAUSE:** The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

**29. MILEAGE REIMBURSEMENT:** Employees who are requested to use their own automobiles on Authority business shall be reimbursed for mileage at the Internal Revenue Service allowance. Employees may be required to use their own automobiles on Authority business during emergencies.

In the event of damage to an employee's vehicle when he/she is required to use it in any emergency, the following shall apply:

(1) If an employee's damage is covered by his/her own insurance or the insurance of another, the Housing Authority shall not be liable for the reimbursement.

(2) If there is a deductible on the insurance, the limit of the Housing Authority's liability shall be the amount of the deductible.

(3) The Housing Authority will be responsible, in addition to the above, for damage done to an employee's automobile in accordance with this Section if, in an emergency, he/she carries materials and equipment which do damage to his/her vehicle.

**30. EMPLOYEE TRAINING:** The Authority shall provide to its employees covered by this Agreement the opportunity, on the employee's own time, to take vocational courses on subjects directly applicable to their work. However, the Authority shall not be obligated to provide payment for more than ten (10) vocational courses during any one (1) year period.



Attendance at all class sessions of vocational courses requested by an employee and paid for by the Authority shall be mandatory. Failure by an employee to attend any or all class sessions without a valid reason (as determined by the Director of Physical Plant) shall release the Authority from its obligations to pay for said courses, and the full cost of these courses shall be borne by the employee. Reimbursement to the Authority for all expenses incurred by it related to courses whose cost is assumed by an employee under the requirements of this Section shall be in any manner selected by the Authority, including payroll deduction from the employee's wages.

The Authority shall offer to employees covered by this Agreement the opportunity, on the employee's own time, to take academic courses for which the employee will be reimbursed according to the following schedule:

<b>FINAL GRADE</b>	<b>PERCENT REIMBURSEMENT</b>
A	100%
B	75%
C	50%
D	25%
F	0%

Academic training courses offered shall be limited by a total maximum budget figure of six hundred dollars (\$600.00) per year. An employee must be enrolled in a degree program in order to be eligible for reimbursement for non-job related academic courses.

The right to take courses under this Section shall be primarily but not solely determined by seniority of employees.

The Authority agrees to pay the initial and ongoing costs of work-related licenses (excluding driver's licenses) earned or possessed by employees covered by this Agreement.

**31. PENSION:** The Authority agrees to participate in the MainePERS pursuant to the provisions of Chapter 543 of the Public Laws of 1973. The Authority further agrees to provide all employees with complete prior service coverage, the benefit to be equal to 1/60 of the average final compensation for each year of prior service.

The Authority agrees to participate in survivor's benefits provisions of the MainePERS Statutes as they apply to the Portland Housing Authority as a participating district in the system.

In addition to or instead of participation in the MainePERS pursuant to the provisions of Chapter 542 of the Public Laws of 1973, the employee may also elect to participate in a Defined Contribution 401(a) Plan, as administered by the MainePERS as established by Chapter 803 of the MainePERS rules in accordance with 5 M.S.R.A., Chapter 427. It shall be the responsibility of each employee to establish participation in this program. Employer contributions shall be limited to either the MainePERS plan or the Defined Contribution 401(a) Plan.

**32. HANDLING OF PERSONAL BELONGINGS:** When a maintenance worker is required to handle the personal belongings of a resident, the Housing Authority will accept responsibility for damages which do not result from the negligence of the employee.

**33. TOOLS:** No maintenance worker shall be held responsible for loss of tools by theft during all working hours including call-outs and overtime or during non-working hours when tools are stored in locked Portland Housing Authority shops.

During normal working hours, including call-outs and overtime, it shall be required that the employee hold said tools in his/her physical possession or under lock and key.

**34. PHYSICAL EXAMINATIONS:** The Authority agrees to pay the cost of complete physical examinations if it requires such exams of employees covered by this Agreement. This Article shall not be construed as meaning that the Authority agrees to pay for doctor's certificates required by sick leave usage.

**35. TERM OF AGREEMENT:** This Agreement shall govern the rights of the parties from **July 1, 2021** until **June 30, 2024**. It shall automatically be extended for successive one (1) year periods unless either party shall give the other written notice of its desire to negotiate a new Agreement at least one hundred and twenty (120) days prior to **June 30, 2024** or the last day of June in any renewal year. Negotiations shall begin as promptly as possible following notification of a party's desire to negotiate a new Agreement.

**36. SAVING CLAUSE:** If any provision of this Agreement shall be contrary to any law of the United States of America or the State of Maine, such invalidity shall not affect the validity of the remaining provisions.





**IN WITNESS WHEREOF**, the Employer has caused this Agreement to be executed by its Executive Director thereunto duly authorized as of the day and year first above written, and the Union has caused this instrument to be signed by its Council Representative, its Unit Chairman, and its Unit Steward, thereunto duly authorized as of this \_\_\_\_ day of **May 2021**.

Signed in Presence of:

PORTLAND HOUSING AUTHORITY

Alan Lee

Cheryl Sessums  
By: Its Executive Director

AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL  
EMPLOYEES, COUNCIL 93, AFL-CIO,  
LOCAL 481

5/27/2021

AS P. Jey  
By: Its Council Representative

5/27/2021

Alan Lee  
By: Its Unit Chairman

5-28-2021

[Signature]  
By: Its Unit Steward

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## EXHIBIT A

The Housing Authority shall follow the steps set forth below when filling “job vacancies” as defined in Article 18 of the Collective Bargaining Agreement:

1. Interviews for job vacancies will be performed by more than one interviewer;
2. The Housing Authority will post job descriptions and job requirements prior to the filling of positions; and
3. Testing will be utilized where appropriate as determined by the Housing Authority. If tests are utilized, all applicants will be tested.