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4 **COLLECTIVE BARGAINING AGREEMENT**
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7
8 BETWEEN THE

9
10 CITY OF SOUTH PORTLAND
11

12 AND THE

13
14 LOCAL # 481, COUNCIL 93

15
16 AMERICAN FEDERATION OF STATE, COUNTY
17 AND MUNICIPAL EMPLOYEES
18

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21 July 1, 2022 to June 30, 2025
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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 in one check.
35

- 36 2. In the event of change in the amount of dues, the Treasurer of Council 93 of the Union
37 shall so inform the Finance Director in writing. After receipt of same, dues as therein
38 noted should be deemed to have been authorized to be withheld on behalf of the
39 employees who had previously signed authorization forms as noted. This
40 authorization shall be irrevocable at any time during the term of this Agreement.
41

- 42
43 3. All employees shall become a member or sign a non-member waiver form.
44
45

46
47 D. **UNION REPRESENTATION**
48

49 The Union agrees to fulfill its duties to represent all employees in the bargaining unit, not
50 merely for members of the Union. The City acknowledges the right of the Union to require
51 from those members of the Union, payment equal to the amount spent representing those

1 same non-members. The costs shall include, but not be limited to, reasonable fees for
2 employee representative services and expenses; attorney's fees and expenses;
3 arbitrator's fees and expenses, plus what other charges as the Union may rightfully charge
4 for the services rendered. While the City acknowledges the right of the Union to require
5 payment from non-members for representation, the City shall not deduct or withhold any
6 such amounts from any employee's pay without first receiving the employee's written
7 consent.

8
9 E. INDEMNIFICATION

10
11 The Union shall indemnify and hold the City harmless against any and all claims, suits,
12 orders or judgments brought or issued against the City as the result of the action taken or
13 not taken by the City under the provisions of this Article.
14

15 F. DISCRIMINATION

- 16
17 1. No employee covered by this Agreement shall be favored or discriminated against by
18 either the City or the Union as to age, sex, sexual orientation, race, creed, color,
19 gender, physical or mental disability, national origin, or ancestry, religion, genetic
20 information, worker's compensation history, whistleblower history, or union affiliation
21 or non-affiliation or any other protected category.
22
23 2. In the event that the Union and/or employee within the unit pursues a claim of
24 discrimination under this section or any applicable state or federal law, the grievant
25 shall chose a single exclusive forum of arbitration in which to present his or her claim.
26 Such complaints may be pursued either through the arbitration step of the grievance
27 procedure as provided by Article 6 or through the Maine Human Rights Commission.
28

29 G. EMPLOYEE INFORMATION

30
31 The City agrees to comply with Maine law in regards to requests for employee information
32 by the bargaining agent.
33
34

35 **ARTICLE 2 - UNION BUSINESS**

36
37
38 A. UNION REPRESENTATIVE VISITS

39
40 The City agrees that accredited representatives of the American Federation of State,
41 County, and Municipal Employees whether local Union Representatives, District Council
42 Representatives, or International Representatives shall have access to the premises of
43 the City (excluding management offices) during working hours to of conduct Union
44 business upon notification to the Director or his designee.
45

46 B. LEAVE FOR UNION BUSINESS

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

1
2
3 **ARTICLE 3 - PREMIUM DEDUCTIONS**
4
5

6 A. The City, in addition to collecting regular weekly dues by payroll deduction from union
7 members, shall deduct from only union members such premium dues for a Union
8 sponsored income protection and insurance program upon the receipt of a signed
9 authorization form from members and a certified statement from the Treasurer of the
10 Local Union as to the amount of the fees or premiums. The signed authorization for
11 deduction of fees or premiums shall be in the form attached in the appendix. Said form
12 shall include a provision that the deductions may be canceled only after fourteen (14)
13 days written notice to the City. Notice shall be given to the City's Finance Director.
14

15 B. The Union agrees to indemnify and hold the City harmless against any and all claims,
16 suits, orders or judgments brought or issued against the City as the result of the action
17 taken or not taken by the City under the provisions of this Article.
18

19
20 **ARTICLE 4 - SENIORITY**
21

22
23 A. **SENIORITY LIST**
24

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

30 **1. TERMINATION OF SENIORITY:**
31

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

35 a.) Discharge, Quit, Retirement or Resignation;
36

37 b.) Failure to give notice of intent to return to work after recall within the time period
38 specified in Article 4 section D(2) of this Agreement, or failure to return to work on the
39 date specified for recall, as set forth in the written Notice of Recall;
40

41 c.) Except for layoff, a time lapse of twelve (12) months or for a period equal to the
42 employee's City Seniority (whichever is less), since the last day of actual work for the
43 City.
44

45 d.) Failure to return to work upon expiration of a leave of absence
46

47
48 B. **VACANCIES**
49

50 1. When a vacancy within an existing classification of the bargaining unit occurs, the
51 Director of that Department shall post the job opening on all department bulletin

boards for a minimum seven working days. Said notice shall state position open, salary range, and qualifications based on the Job Descriptions, and the date of application closing.

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

C. NEW OR DISCONTINUED POSITIONS

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

1 D. LAYOFF PROCEDURES

2
3 1. In the event that any departmental activity is eliminated or reduced by the City which
4 results in the reduction in the number of employees determined by the City to be
5 necessary, lay-offs will be made by department and by classification in the order of
6 inverse seniority, provided that seasonal, temporary and probationary employees shall
7 be laid off before regular, full-time employees.

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

18
19 1.2 Positions eliminated will be identified by department and classification, and the
20 employee(s) with the least seniority in the position being eliminated, as defined in
21 1.1, will be placed on lay-off.

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

25
26 1.4 Department employees placed on lay-off may bump the least senior employee in
27 an equal or lower job classification within the bargaining unit. The senior employee
28 must meet the minimum qualifications as specified in the job description for that
29 classification.

30
31 1.5 Employees bumped from their department positions may, if qualified as described
32 in 1.4, bump least senior employees in equal or lower job classifications within the
33 department only, if they exist.

34
35 1.6 Employees whose positions are being eliminated may accept lay-off rather than
36 exercising their bumping rights.

37
38 1.7 An employee who bumps into a position will be paid at the rate provided in this
39 Agreement for that classification.

40
41 RECALL RIGHTS:

42
43 2. Employees who are laid-off, or who bumped into positions under Section 1.3 – 1.5,
44 shall be given the opportunity to fill a vacancy in the classification from which the
45 employee was laid-off in accordance with their seniority. Any employee recalled
46 from lay-off shall retain seniority from the original date of hire. Employees on lay-
47 off shall remain on a recall list for 18 months or until they have declined a recall
48 offer. No new employees shall be hired until all employees on lay-off status have
49 either been recalled or declined a recall offer. Employees who are laid-off shall be
50 responsible for providing the City with up to date and current mailing address and
51 contact information. The City may rely on its records for the last address and

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

9 3. When any position is eliminated or added, AFSCME Council 93 and the Unit Chair
10 shall receive written notice at least five (5) working days in advance of such
11 elimination or addition and the authority by which action is taken.
12

13 4. Any employee who leaves employment due to dismissal or resignation will lose all
14 seniority if he or she returns to employment.
15

16 5. No management or other non-AFSCME Local 481 bargaining unit personnel will
17 be allowed to bump into this bargaining unit.
18

19 E. PROBATIONARY PERIOD

20
21 All new employees shall serve a probationary period of one hundred eighty (180) calendar
22 days. Probationary employees shall not be subject to the provisions of this contract. All
23 employees who satisfactorily complete the probationary period shall be subject to the
24 terms of this Agreement, and shall be added to the seniority list within their department in
25 accordance with their date of hire.
26
27

28 ARTICLE 5 – GRIEVANCES

29
30

31 A. The purpose of the grievance procedure shall be to settle employee grievances on as low
32 an administrative level as possible so as to insure efficiency and maintain morale.
33

34 B. A grievance shall be considered to be a Union, or Unit employee's complaint concerned
35 with the interpretation, meaning, or application of the Collective Bargaining Agreement.
36 The Union may seek adjustment of the grievance as follows:
37

38 C. Step 1

39
40 1. The Union steward, with or without the employee, shall take up the grievance or
41 dispute verbally with the employee's immediate supervisor and in writing to the
42 Department Head within thirty (30) working days from the date of the grievance, or
43 the employee's knowledge of its occurrence. Grievance shall state the employee's
44 name and all applicable articles along with specific sections of the Collective
45 Bargaining Agreement in dispute. The grievance shall specifically indicate any and
46 all remedies sought to resolve the dispute.
47

48 2. The supervisor or Department Head shall attempt to adjust the matter and shall
49 respond to the steward within fifteen (15) working days from the date the grievance
50 was presented by the Union.
51

1 D. Step 2

- 2
- 3 1. If the grievance is not resolved at Step 1, it shall be presented by the Union
- 4 steward, Union representative, or grievance committee to the Director of Human
- 5 Resources, in writing, within fifteen (15) working days after the response of the
- 6 Department Head is due. The appeal shall include copies of the written grievance
- 7 and the Step 1 written decision. The Director of Human Resources shall schedule
- 8 a hearing within fifteen (15) working days of receiving the grievance, at which time
- 9 the grievance and proposed remedies shall be discussed with the employee, the
- 10 Union and the Department Head.
- 11
- 12 2. The Director of Human Resources shall provide a written decision to the Union
- 13 steward, Union representative, and Union president within fifteen (15) working
- 14 days from the date of the hearing.
- 15

16 E. Step 3

17

18 1. MEDIATION

19

20 If the grievance remains unresolved at Step 2, the Union within ten (10) working

21 days after receipt of the decision of the Human Resources Director, may request

22 in writing that the matter be submitted to mediation. If the parties agree that

23 mediation is appropriate, a joint request to the Maine State Board of Arbitration

24 and Conciliation will be made. The cost of mediation shall be borne equally by the

25 City and Union. If mediation is (a) not requested; (b) does not resolve the

26 grievance, or (c) the City declines to mediate then the parties may proceed to

27 arbitration as outlined below in 5.E.2. The decision by either party to request or

28 decline mediation in any grievance shall not establish a precedent.

29

30 2. ARBITRATION

31

- 32 a. If the grievance is still unsettled, the Union may request arbitration. The parties
- 33 shall within fifteen (15) working days of the request for arbitration mutually
- 34 agree on an Arbitrator. If the parties fail to mutually agree on an Arbitrator, the
- 35 requesting party shall submit within fifteen (15) working days its request for
- 36 arbitration to the State Board of Arbitration and Conciliation, with a copy to the
- 37 opposing party. The decision of the Arbitrator shall be final and binding on the
- 38 parties and the Arbitrator shall be requested to issue a decision within thirty
- 39 (30) working days after the conclusion of testimony and argument.
- 40
- 41 b. Expenses for the Arbitrator's services and the proceedings shall be borne
- 42 equally by the City and the Union. However, each party shall be responsible
- 43 for compensating its own representatives and witnesses. If either party desires,
- 44 a verbatim record may be made of the proceedings, provided the requesting
- 45 party pays for the record and makes copies available without charge to the
- 46 other party and to the Arbitrator.
- 47

48 F. Time limits on all of the above steps may be extended through mutual agreement of both

49 parties with confirmation to be in writing or e-mail. All days referred to in this Article shall

50 be considered "working days" (Monday through Friday, exclusive of holidays).

51

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

10
11 **ARTICLE 6 - DISCIPLINARY PROCEDURES**
12

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

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

- 21 B. Any disciplinary action taken against an employee shall be for just cause; and notice of
22 the reasons for reprimands, suspensions, or discharges shall be stated in writing and
23 given to the employee affected and the Union President on or before the effective date of
24 the action, except that Oral Reprimands will be documented after the meeting. Any
25 disciplinary action imposed upon an employee may be processed as a grievance through
26 the regular grievance procedure. The Union shall have the right to take up a suspension
27 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 three (3) 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.
50
51

1 C. REST BREAKS

2
3 Employees shall have a fifteen (15) minute rest break at the midpoint of the first half of
4 their work shift. Rest breaks shall be taken at times which are convenient and efficient to
5 the work assignment or operation and shall be taken at the work site. The rest break
6 commences when work stops. Work shall resume promptly after 15 minutes.
7

8 D. REST BREAKS DURING EXTENDED OVERTIME

9
10 Rest breaks on overtime shall be as follows:

- 11
12 1. There shall be a twenty (20) minute rest break every four (4) continuous hours of
13 work with time allowed for meal breaks at the discretion of the Department Head
14 or Designee. Employees shall receive a fifteen (15) minute rest break prior to the
15 beginning of an overtime shift provided the shift is an extension of an eight (8) hour
16 work shift. During snow plowing activities, an employee must open the employee's
17 entire plow route before taking an initial rest break. Employees shall notify the
18 supervisor and receive approval prior to taking a rest break.
19
20 2. Employees who work for twenty-four consecutive hours shall also receive four (4)
21 hours of call-in pay.
22
23

24 ARTICLE 8 - DUTIES

- 25
26
27 A. When conditions or workload necessitates, any employee may be required to perform
28 work out of classification at the discretion of department management in accordance
29 with Article 11, Wages, Sec. G, 1. Such assignments shall not continue for the same
30 employee for a period in excess of two (2) weeks (10 working days) unless the
31 employee agrees to continue the job assignment. Unless the workload otherwise
32 dictates, said employee shall not be reassigned to the same out of classification job
33 assignment for a minimum of one (1) week (five (5) working days). When an employee
34 voluntarily works out of classification for a continuous period of ninety (90) working
35 days, the City and Union will meet to discuss the status of the position.
36
37 B. The Department Heads shall administer the workload evenly and fairly among the
38 employees and shall make job assignments based on available staff, demonstrated
39 job performance, defined job duties and cross-training needs.
40
41 C. Any employee within the Department of Public Works, with the exception of Laborer,
42 must possess and maintain a Class B Commercial Driver's License as a condition of
43 employment. Employees within the Parks Department who were hired prior to
44 January 1, 2013, shall not be required to obtain and maintain a Class B Commercial
45 Driver's License as a condition of employment. Full-time Parks Department
46 employees hired on or after January 1, 2013, with the exception of Laborer, must
47 possess or obtain a Class B Commercial Driver's License (CDL) within the first six
48 (6) months of employment as a condition of employment. The Parks, Recreation and
49 Waterfront Director, or their Designee, may approve extensions beyond the six
50 month period upon request of the employee for extenuating circumstances.

1 Employees classified as Parks or Public Works Laborers shall possess and maintain
2 a valid State of Maine Class C Drivers License as a condition of employment.

3
4 **1. LICENSE REQUIREMENTS**

5
6 Employees required to possess and maintain a Class B license (CDL) and covered
7 under the City's Drug and Alcohol Policy for Safety Sensitive Positions, who are
8 placed on "non safety sensitive" duties as a result of a confirmed positive drug or
9 alcohol test, will receive a 10% reduction in their base hourly rate of pay until they
10 are cleared to return to full safety sensitive duty.

11
12 D. Operators of all types of equipment shall be expected to keep equipment clean, full of
13 fuel, oil, water, and tires inflated. Operators shall perform daily lubrication where
14 required, if time and materials are provided by the City.

15
16 E. Management personnel shall not perform bargaining unit work except under the
17 following conditions:

18
19 1. Direction, instruction or training of employees.

20
21 2. Emergency conditions

22
23 F. All Mechanics and Mechanic's Helpers shall maintain an active Class B (CDL) driver's
24 license. Mechanics shall be licensed to inspect vehicles. The City shall pay for the
25 actual costs of the license and the use of this license shall be for the inspection of City
26 vehicles.

27
28
29 G. One or more Public Works Employees will be trained as Transfer Station Attendants and
30 may be assigned as back up for the Transfer Station position. The Public Works Director,
31 or Designee, may assign non-Transfer Station employees to haul the roll off containers
32 and recycling bins.

33
34
35 Training For Purposes of Overtime:

36
37 A list will be posted at both Parks and Public Works to notify employees interested in
38 receiving training as Transfer Station Attendants. Interested volunteers from Parks and
39 Public Works who sign the list will be provided training and selected for any Transfer
40 Station Attendant back up opportunities based on seniority and qualifications. Public
41 Works employees will have first priority. If interested and qualified Public Works
42 employees are not available the opportunity will be offered to interested and qualified
43 Parks employees.

44
45
46 **ARTICLE 9 - MANAGEMENT RIGHTS**

47
48 The listing of the following specific rights of management in this Article is not intended to be, nor
49 shall be considered restrictive of, or as a waiver of any of the rights of the City not listed herein.
50

- 1 A. Except as otherwise provided for in this Agreement, the management and the direction of
2 the working forces including, but not limited to, the right to hire, the right to hire part-time,
3 temporary, and seasonal employees, the right to promote, the right to discipline or
4 discharge for just cause, the right to lay off for lack of work or other legitimate reasons,
5 the right to reduce the number of hours of operation, the right to transfer, the right to assign
6 work to employees, the right to determine content, the right to classify jobs, and the right
7 to establish reasonable rules are vested exclusively to the City.
8
- 9 B. Except as otherwise provided in this Agreement, the City shall have the freedom of action
10 to discharge its responsibility for the successful operation of its mission including, but not
11 limited to, the determination of the number and location of its crews, the services to be
12 performed, the machinery, tools, equipment, and materials to be used, the work schedules
13 and the methods of operation, the extent to which its own or other facilities shall be used,
14 and the extent to which work will be subcontracted.
15

16 ARTICLE 10 - WORK RULES 17 18 19

- 20 A. When existing rules are changed or new rules are established, they shall be posted
21 prominently on all bulletin boards for a period of five (5) consecutive working days before
22 becoming effective. Changed or new work rules shall be provided to AFSCME Council 93.
23
- 24 B. The City further agrees to furnish each employee in the bargaining unit with a copy of all
25 existing work rules thirty (30) days after they become effective. New employees shall be
26 provided with a copy of the rules at the time of hire.
27
- 28 C. Employees shall comply with all existing rules that are not in conflict with the terms of this
29 Agreement, provided the rules are uniformly applied and uniformly enforced. Any
30 unresolved complaint involving discrimination in the application of new or existing rules
31 shall be resolved through the grievance procedure.
32
33

34 ARTICLE 11 – WAGES 35

- 36 A. Upon the effective date of this Agreement, the base hourly wages for each
37 classification shall be as listed in Appendix B, attached hereto, and made part of this
38 Agreement.
39
- 40 1. Effective the first pay period in July, 2022, "Appendix B" wage scale base hourly
41 rates increased by six (6) percent, plus any steps, including an added twenty-five
42 (25) year step effective with this contract.
43
- 44 2. Effective the first pay period in July 2023, "Appendix B" wage scale base hourly
45 rates increased by four (4) percent, plus any steps.
46
- 47 3. Effective the first pay period in July 2024, "Appendix B" wage scale base hourly
48 rates increased by three (3) percent, plus any steps.
49
- 50 4. Retroactive pay increases will be paid to active employees as of the date of signing
51 of this Agreement, for the period beginning the first pay period in July, 2022 through
52 the date of signing (the "period of retroactivity"). Retroactive pay will be determined
53 by multiplying the difference between the employee's base wage during that same
54 time period as determined in the Appendix (Wage Scale) times the number of
55 weeks at the new base wage and including all overtime. In the case of a promotion

1 during the period of retroactivity, the employee's pay will be based upon the
2 employee's time in each position.

- 3
4 5. The City may hire employees in the classifications of Mechanic I and Mechanic II
5 and credit them with prior experience up to step 4 on the appropriate Wage Scale
6 in Appendix B for comparable work and responsibility providing they meet all of the
7 requirements for the position as provided in the job description. Whenever the City
8 exercises this option, other Mechanics in the same classification shall not be paid
9 at a lower rate than the new hire. New Mechanics will be required to provide
10 documentation of relevant work experience prior to receiving advanced pay
11 placement. Subsequent step movement will be based on the initial years of service
12 credit plus permanent continuous service with the City in the same classification.
13 [Example: a new Mechanic I is given credit for relevant work experience and
14 initially placed at step 4, 8 years of service, on the Wage Scale in Appendix B. The
15 employee will advance to step 5, 10 years of service, after working two continuous
16 years from their initial date of hire. The advanced placement is for pay purposes
17 only and does not affect any other benefits, including seniority.

- 18
19 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	

- 33
34 C. YEARS OF SERVICE

35
36 For the purposes of this section, "years of service" shall be considered the total number
37 of continuous years an individual has worked in a full time position for the City of South
38 Portland without a break in service, whether within this unit or outside of this unit.

- 39
40 D. SPECIAL ASSIGNMENTS

- 41
42 1. The Director of Public Works may assign employees to the position of Salt Truck
43 Driver and Sidewalk Plow Operator from November 1 through April 1. When a
44 current Salt Truck Driver is promoted, that Salt Truck Driver must give up the
45 position of Salt Truck Driver (except the Parties have agreed that the two
46 employees promoted prior to July 1, 2022 who are Salt Truck Drivers may remain
47 Salt Truck Drivers) The Salt Truck Driver assignment shall be made based on the
48 following chronology:

- 49
50 1st: Parks and Public Works employees who held the position of Salt Truck
51 Driver or Sidewalk Plow operator during the previous winter
52
53 2nd: based on the length of service as a Salt Truck Driver or Sidewalk Plow
54 Operator for current employees within the Public Works Department.

- 1
2 3rd: based on seniority within the EOI classification
3
4 4th: based on employees outside of the EOI classification who wish to serve as
5 full-time Salt Truck Drivers or Sidewalk Plow Operators based upon overall
6 seniority within the following order: Equipment Operator 2, Transfer Station
7 Attendant, Mechanic 1, and Mechanic 2
8
9 5th Public Works Foreperson
10
11 6th Parks Division employees may apply if a vacancy is still available after
12 offering the opportunity to Public Works employees as described above.
13

- 14 2. These employees shall be paid at the same rate as Equipment Operator I, or their
15 current hourly rate, whichever is greater.
16
17 3. Parks employees operating the aerial lift truck or backhoe shall be compensated
18 for those hours at the rate of Equipment Operator II.
19
20 4. Other City employees that assist the Public Works Department with snow
21 operations during the winter schedule shall be assigned as an Equipment Operator
22 I. However, if an assignment for an Equipment Operator II cannot be filled by
23 qualified-unit members, then the employee, if qualified, may be utilized as an EOII.
24 Water Resource Protection and any other City employees assisting the Public
25 Works Department will be compensated at the EOI rate of pay, or their current rate
26 of pay, whichever is greater. Employees assigned as EOII's shall receive the EOII
27 rate of pay. Unit members will not lose the opportunity for overtime while other City
28 employees are working.
29

30 E. HIGHER CLASSIFICATION
31

32 When employees are temporarily assigned as a Temporary Foreperson, or to work
33 in a higher classification, by the Department Head, Superintendent, or designee,
34 for any portion of a day, they shall be paid a stipend equal to eight (8) percent of
35 the employee's base rate of pay for a minimum of four (4) hours, or for the actual
36 hours worked each day, whichever is greater, plus any overtime work in said higher
37 classification. Higher classification will be determined by operating equipment that
38 is specifically listed in the job descriptions.
39

40 The Department Head may assign a qualified employee as a Seasonal
41 Foreperson. This assignment may be for the entire season or part of the season.
42 The employee assigned to the Seasonal Foreperson will be paid at the
43 Foreperson's base rate of pay at the employee's current seniority step as listed in
44 the Wage Scale in the Appendix B. Implementation for the Parks, Recreation and
45 Waterfront Department shall take effect July 1, 2019. Until that date the Parks,
46 Recreation and Waterfront Departments will follow Subsection E. 1 of this article.
47 On July 1, 2019 Sub-Section E. 1 will be considered deleted from the contract.
48

49 1. PARKS DEPARTMENT:
50

51 The Director of Parks and Recreation may assign a qualified employee as a
52 Seasonal Foreperson. This assignment may be for the entire season or part of the
53 season. The employee assigned to the Seasonal Foreperson will be paid at the

1 Foreperson's base rate of pay at the employee's current seniority step as listed in
2 the Wage Scale in the Appendix B.

3
4 When employees are temporarily assigned as a Temporary Foreperson, or to work
5 in a higher classification, by the Department Head, Superintendent, or designee,
6 for any portion of a day, they shall be paid a stipend equal to eight (8) percent of
7 the employee's base rate of pay for a minimum of four (4) hours, or for the actual
8 hours worked each day, whichever is greater, plus any overtime work in said higher
9 classification.

10
11 **F. SHIFT DIFFERENTIAL**

12
13 A shift differential of 40¢ per hour shall be paid to employees assigned to the evening shift.
14 The City may establish hours of work outside the 7:00 a.m. to 3:00 or 3:30 p.m. schedule
15 for employees within the job classifications identified in Article 11 Wages, Section B. All
16 hours worked outside the 7:00 a.m. to 3:00 or 3:30 p.m. schedule shall be compensated
17 at an hourly rate of 40¢ above the established base rate for the classification.
18

19
20 **G. DIRECT DEPOSIT**

21
22 Direct Deposit of employees' paychecks shall be mandatory for all members of this unit.
23

24 **H. TOOL ALLOWANCE**

25
26 Mechanics and Shop Fabricator shall be entitled to a \$550 tool allowance each fiscal year
27 to purchase new and replacement tools which are generally required to perform their job
28 duties. Such tool purchases are to be pre-approved by the Department Head, or
29 Designee.
30

- 31 1. Employees will have their tool allowance frozen upon resignation. Employees
32 who terminate mid-year will have their tool allowance for the fiscal year pro-
33 rated and any overpayment will be deducted from their separation pay.
34
- 35 2. Eligibility for the tool allowance shall begin when the employee completes
36 his/her six (6) month probationary period. The annual tool allowance shall be
37 pro-rated from the date of hire to end of the fiscal year.
38
- 39 3. The City may replace broken or damaged tools at the discretion of the
40 Department Head, or Designee.
41
- 42 4. Tool allowance balances remaining at the end of the fiscal year shall not be
43 rolled over into the next fiscal year.
44

45
46 **ARTICLE 12 - NIGHT FOREPERSON/DISPATCHER**

- 47
48 **A.** During the period from December 1 to April 1, which may be extended or modified upon
49 the mutual agreement of the City and Union, a position of Night Foreperson/Dispatcher
50 may be established provided a qualified candidate exists. The vacancy shall be posted
51 each November pursuant to Article 4; Section B. Any Public Works employee may apply
52 for this position. The basic work week for the position shall be five (5) consecutive eight
53 (8) hour days, with overtime paid for all hours worked outside the regular 8-hour schedule.

1 The Night Foreperson/Dispatcher shift shall run from 11:00 p.m. to 7:00 a.m. with a paid
2 30-minute lunch Monday through Friday.

3
4 B. Between the hours of 11:00 p.m. and 7:00 a.m., the City shall pay in addition to the
5 foreperson/dispatcher's base hourly rate a 50¢ per hour differential.

6
7 C. In the event the selected candidate is unavailable to work his/her shift, the shift may or
8 may not be filled at the discretion of the Public Works Director or his/her designee.

9
10 D. Foreperson on overtime may spin off one load during road checks.

11 12 13 **ARTICLE 13 – OVERTIME**

14 15 **A. HOURS OF WORK**

16 17 **1. Schedule:**

18
19 a. All hours worked by an employee in excess of eight (8) hours in any work
20 day as defined in Article 7, Hours of Work, Section A (1, 2, 4, 5, and 6),
21 with the exception of employees assigned to work a non-traditional
22 schedule as defined in Appendix A, or more than forty (40) hours in any
23 one (1) work week as defined in Article 7, Hours of Work, Section A (3),
24 shall be at a rate of one and one half (1.5) times the employee's regular
25 hourly rate, with the exception of hours paid under the call in pay provision.

26
27 b. Any non-traditional hours of work that vary from the basic work week and
28 work shift as defined in Article 7, Hours of Work, Section A (1) and A (2),
29 shall be bargained with the Union prior to implementation.

30
31 c. For the purposes of equitable distribution and tracking of overtime
32 according to seniority within the department, all departmental employees'
33 overtime hours will be "zeroed out" on the first Monday in April and the first
34 Monday in November of each year.

35 36 **2. For the purposes of this section, hours worked shall not include:**

37
38 a. Hours compensated for sick leave.

39
40 b. Hours compensated for Worker's Compensation.

41 42 **B. COMPENSATORY TIME**

43
44 1. Employees of this unit may earn, accrue, and receive compensatory time off up
45 to a maximum fifty (50) hours of compensatory time in lieu of payment of such
46 overtime per year. Said year shall run from December 1 to November 30. (This
47 is not an earn and burn compensatory time payment system). Such
48 compensatory time shall be earned at a rate of time and one half (1.5) the
49 number of eligible hours worked and as defined by "hours worked" within Article
50 14, Section A, 2. Employees are required to use or cash out accrued
51 compensatory time by November 30th of each year.

52
53 2. Compensatory time off is subject to the following:
54

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

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

1. An employee called back for overtime work after completing the regular work shift and who had punched out shall be paid "call in pay." Call in pay shall equal a minimum of two (2) hours at straight time pay, plus time and one-half (1.5) for all time worked.
2. When overtime work, as an extension of the work day in a particular job becomes available, it will be offered first to employees working at that particular job or job site, then to other unit members. Such work may be up to four (4) hours, and will be paid at a rate of time and one half (1.5) the employee's regular hourly rate. Call in pay will not be paid for overtime which is a continuous extension of the workday or for work performed up to one [1] hour before the scheduled start of the work day.
 - a. Seasonal or temporary employees may work in excess of forty (40) hours in a work week if all bargaining unit members have first been offered and refused available overtime opportunities.
3. Notification of voluntary overtime as an extension of the work day (not call back) shall be three (3) hours notice, when possible, before quitting time. Employees will have thirty (30) minutes to respond to the Director or the Director's designee of the respective department refusing or accepting overtime. If the employee fails to respond, the offer will be considered a refusal and the employee shall be given a refusal slip.
4. Scheduled Overtime - Call in pay will not be paid for overtime work scheduled and posted at least forty-eight (48) hours in advance, outlined as follows:

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43
- a. Scheduled overtime shall be as specific as possible and postings will include proposed dates, times, task and the number of employees required. Postings shall be in a prominent location as determined by the Director and will be posted at least forty-eight (48) hours in advance of the scheduled overtime. Employees who are interested in working the scheduled overtime shall sign the posting that shall be considered proof of the employee's intent to work this overtime. During the forty-eight (48)_hour notice of scheduled overtime, any unscheduled overtime shall be dispersed as outlined in Section D – Overtime Distribution of this Article. Within twenty-three (23) hours of commencement of the scheduled overtime, employees having signed up shall be assigned the scheduled overtime based on their standing on the current overtime list. Hours worked shall be recorded as per Section D of this Article. All employees who have not signed the scheduled overtime posting will be awarded a refusal for that scheduled overtime as per Section D of this Article. Any employee who has signed the scheduled overtime posting indicating his/her intent to work shall be required to work the overtime. Forced assignment of employees signed up on the scheduled overtime posting shall be made on the basis of reverse seniority. When scheduled overtime assignments must be filled on a force basis, employees who did sign up but did not work the assignment shall be rewarded a refusal. Employees failing to be available to work scheduled overtime once they have indicated their intent to work may, at the discretion of the Director, be subject to disciplinary action as outlined in Article 7.
 - b. The City has the right to change the assignment of scheduled overtime based on weather or operational needs of the Department.
 - c. In the event that multiple employees are required or multiple shifts of overtime are required, the scheduled overtime posting assignments shall continue to be filled based on the current overtime list as outlined in Section D of this Article. In the event the scheduled overtime must be cancelled by management, all employees assigned the scheduled overtime shall be awarded a call in as outlined in Section C of this Article. If management cancels the scheduled overtime with less than 24 hours notice of the commencement of the scheduled overtime work, eligible employees for the call in pay due to cancellation will be determined from the overtime roster at the time of cancellation. Scheduled overtime that is cancelled 24 hours prior to its commencement will not be subject to call in payment. In the event no employees sign up for scheduled overtime, the Director or the Director's designee shall have the option of employing outside help to complete the scheduled work.

44 D. OVERTIME DISTRIBUTION

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- 1. The Director, or the Director's designee, shall have the option of employing qualified outside help when considered necessary by the Director. However, no regular personnel shall be denied the chance to work as the result of hiring outside help.
 - 2. Overtime assignments shall be made on a voluntary basis, and scheduled in accordance with this Article except when an emergency condition exists. An emergency condition is one which threatens the health, safety, welfare or property of the residents of South Portland and over which this City has no control. The City

1 Manager or the manager's designee retains the authority to determine when an
2 emergency condition exists. In an emergency condition, the respective Department
3 Heads may utilize the other Department's overtime list.
4

- 5 3. All Public Works overtime work shall be distributed evenly among all eligible
6 employees within classification using the following system. An overtime list shall be
7 established. In emergency conditions, Department Heads may utilize the overtime
8 list from the other Department to fill overtime slots. Overtime call-in lists shall be
9 established for each classification by department, at the beginning of each fiscal
10 year, and shall be updated and posted weekly. Whenever overtime is available in
11 classification, employees shall be called in the order that their names appear on the
12 list, other than when overtime is an extension of the regular work day in which
13 employees working at a particular job site or job are offered overtime.
14
15

16 In the events as defined below that specifically cause a public safety issue by
17 hindering or preventing the public and/or emergency vehicles from traveling
18 safely, either Department Head or their designee will call the overtime list with a
19 three (3) minute wait time between calls. Employees responding to these
20 emergency calls must be able to arrive safely on site within thirty (30) minutes of
21 the call in. Should the responding employee have delays while in route to the
22 site, the employee will notify the Department Head or designee. The
23 emergencies within these parameters are as follows: 1) potholes on main roads
24 causing vehicle damage; 2) stop signs at (or for?) traffic lights that are out; 3)
25 trees or limbs blocking traffic; 4) traffic accidents on main roads that require
26 immediate attention; and 5) any immediate road closure by the Police
27 department.
28

29 If no Public Works employees in the posted job classification(s) sign up for or
30 accepts the overtime then the Public Works Manager will offer the overtime in the
31 following sequential order: Equipment Operator I, Equipment Operator II,
32 Transfer Station Attendant, Laborer, Mechanic I, Mechanic II, Foreperson.
33
34

- 35 4. All Parks/Recreation and Waterfront overtime work shall be distributed evenly among
36 all eligible employees using the following system. An overtime list shall be
37 established. In emergency conditions, Department Heads may utilize the overtime
38 list from the other Department to fill overtime slots. Overtime call-in lists shall be
39 established by the department, at the beginning of each fiscal year, and shall be
40 updated and posted weekly. Whenever overtime is available, employees shall be
41 called in the order that their names appear on the list, other than when overtime is an
42 extension of the regular work day in which employees working at a particular job site
43 or job are offered overtime according to sub-section C. of this Article
44

45 In the events as defined below that specifically cause a public safety issue by
46 hindering or preventing the public and/or emergency vehicles from traveling
47 safely, either Department Head or their designee will call the overtime list with a
48 three (3) minute wait time between calls. Employees responding to these
49 emergency calls must be able to arrive safely on site within thirty (30) minutes of
50 the call in. Should the responding employee have delays while in route to the
51 site, the employee will notify the Department Head or designee. The
52 emergencies within these parameters are as follows: 1) potholes on main roads
53 causing vehicle damage; 2) stop signs at (or for?) traffic lights that are out; 3)
54 trees or limbs blocking traffic; 4) traffic accidents on main roads that require

1 immediate attention; and 5) any immediate road closure by the Police
2 department.
3

4 If no Parks/Recreation and Waterfront employees sign up for or accepts the
5 overtime then the Director will offer the overtime in the following sequential order:
6 Foreperson, Public Works employees who have signed up, Probationary
7 employees, Department Seasonal employees.
8
9

- 10 5. Upon accepting or refusing an offered overtime, the employee's name shall be
11 rotated to the bottom of the list, giving each employee within classification an equal
12 opportunity to work overtime. If an employee is not available, this will be considered
13 as a refusal. A record of all overtime offered, whether worked or refused, shall be
14 kept and posted monthly on the respective departmental bulletin board. Each week
15 employees' names shall be placed on their respective call-in lists, with the employee
16 with the least amount of overtime (a total of hours worked and hours refused) placed
17 on top of the list. This list shall be reviewed each week to insure that overtime is
18 offered on an equal basis to all eligible employees.
19

20 6. Parks Event Overtime
21

22 Scheduled event overtime shall be posted and distributed according to the
23 Departmental Overtime Procedures. Any event overtime that is not accepted
24 within five (5) working days of the event shall be offered to any Parks, Recreation
25 & Waterfront employee.
26

27 Should an event be scheduled within the five (5) business day window, overtime
28 work scheduled will follow Article 13 Sub-Section C, Call in Pay/Overtime as
29 Extension of Work Day.
30

31 7. Initial Overtime List for New or Newly Promoted Employees
32

- 33 a) Newly hired employees will be initially integrated into the overtime list by
34 being "assigned" the same number of overtime hours as the employee in
35 the same classification at the bottom of the overtime list on the new
36 employee's date of hire. The purpose of this initial overtime hour
37 "assignment" is to evenly disperse overtime within the bargaining unit.
38 These "assigned" overtime hours are not compensable, and will not be paid
39 out to the new employee as hours actually worked. This is a one-time
40 adjustment for new employees for tracking and disbursement purposes. In
41 accordance with Sec. (A)(1)(c) of this Article, department employees'
42 overtime hours will be "zeroed out" on the first Monday in April and the first
43 Monday in November.
44
45 b) Employees who are transferred to another Department within the
46 bargaining unit will be integrated into that department's overtime list and
47 classification in the same manner as new employees.
48
49 c) Employees who change classification within the same department will
50 maintain their total overtime hours from their previous classification and will
51 be slotted into the new classification accordingly. In accordance with Sec.
52 (A)(1)(c) of this Article, department employees' overtime hours will be
53 "zeroed out" on the first Monday in April and the first Monday in November.
54

- 1
2 8. Any employee on light duty may be offered overtime work with the approval of the
3 Department Head, on a case by case basis, that is within the documented work
4 restrictions for the employee. All overtime work assigned under this section will
5 comply with the contractual overtime assignment article.
6

7 E. STANDBY PAY
8

- 9 1. Employees who are required to stand by and be available to report to work on a
10 timely basis during the snow plowing operation from the first Monday in November
11 through the first Monday in April shall receive a seven dollar (\$7.00) stipend per
12 day (7 days per week) if they hold a Class B Commercial Driver's License, and a
13 three dollar (\$3.00) stipend per day (7 days per week) if they do not hold a Class
14 B Commercial Driver's License for being "on call." Only employees assigned to
15 snow plow operations will be eligible to receive standby pay. Employees who were
16 not available, or not available on a timely basis, will not receive standby pay for
17 that week. If an employee fails to notify the Department within fifteen-(15) minutes,
18 the Department Head may elect to assign the work to other members of the
19 bargaining unit or to others. In the event that an employee responds after the
20 fifteen (15) minute notification period, and provided the work has not been
21 otherwise assigned, the employee shall be allowed to perform the work assigned
22 by the Department Head.
23

24 ARTICLE 14 - HEALTH AND LIFE INSURANCE
25
26

27 A. COMPREHENSIVE HEALTH AND HOSPITALIZATION INSURANCE
28

- 29 1. The City shall continue to make available to full-time employees and their eligible
30 dependents group health and hospitalization insurance coverage and benefits through the
31 Maine Municipal Employees Health Trust (MMEHT) Comprehensive Point of Service Plan
32 C (POS-C). The City reserves the right to change or provide alternate insurance providers,
33 contract with health maintenance organizations, or to self-insure as it deems appropriate
34 to provide health insurance coverage and benefits, so long as the new coverage and
35 benefits are substantially similar to the MMEHT Point of Service Plan C. The City shall
36 not be responsible for changes in benefits unilaterally imposed by providers or as changed
37 by Federal or State law, rules or regulation. The City will give the Union a minimum of ten
38 (10) working days notification, or more when possible, of any plan changes unilaterally
39 imposed by providers. The Union reserves the right to bargain over the impact of these
40 changes.
41
42 2. As an alternative to POS Plan C, the City has made available to employees and their
43 eligible dependents the Maine Municipal Employees Health Trust (MMEHT) PPO-500
44 plan. Through a health reimbursement account (HRA #1) administered by a company of
45 the City's choosing, the City will reimburse employees for properly documented
46 deductible and coinsurance in the PPO 500 plan up to \$1,125 for single coverage and
47 \$2,250 for single with child and family coverage, on an annual basis. The reimbursement
48 (HRA #1) represents 75% of the deductible and coinsurance as determined by the
49 Explanation of Benefits (EOB). Through a health reimbursement account (HRA #2)
50 employees or dependents enrolled in the PPO 500 plan are also eligible for an annual
51 \$400 benefit to cover co-pays, dental, vision and other IRS Code 213 (d) expenses.
52 Employees may request the remaining 25% balance be paid from the HRA #2, to the
53 extent of funds available.
54

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

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

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

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

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

4. For the purpose of this Agreement, "family coverage" shall mean coverage for the employee and spouse and/or any dependent children. "Dependent coverage" shall mean coverage for the employee with one or more dependent children with no spouse. To be eligible to participate in the family or dependent health and hospitalization plan, employees must sign an authorization form which will allow the City to withhold wages through weekly payroll deduction to collect the employee's contribution toward family and dependent premium increases.

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

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

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

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

As an alternative to health insurance coverage, if an eligible employee at the beginning of each year covered by this Agreement elects not to participate in the City-provided medical

insurance coverage and documents that he/she is otherwise covered, or if an eligible employee elects coverage at a level less than the employee is eligible for as a result of his/her family situation, the City will reimburse the employee one-half (1/2) of the City's cost saved as a result of the election of reduced coverage or no coverage. The cash payments under this provision are taxable income and shall be paid to the employee as an addition to her/his regular paycheck.

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

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

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

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

C. LIFE INSURANCE

1a) Group Life Insurance – Maine PERS: The City participates in the Maine Public Employees Retirement System (also referred to as "MainePERS") Group Life Insurance Program. All permanent full-time and part-time employees working at least twenty (20) hours per week shall be eligible at their own cost for Basic Group Life Insurance as provided by State statute, through payroll deduction. Employees who hold Basic Group Life Insurance are also eligible for Supplemental and/or Dependent Life Insurance through payroll deduction. Coverage, costs, and benefits are determined by State law. Employees need not be members of the Maine PERS pension program to purchase the Life Insurance.

1b) Basic Life Insurance – Participants in the City's group health insurance plan will receive basic life insurance equivalent to the employee's annual base wage, rounded to the nearest thousand (\$1,000) dollars, at no cost. Participants shall be eligible to purchase, through payroll deduction, additional life insurance coverage equal to one, two, or three times their annual base wage. Employees who do not participate in the City's health plan and receiving the cash payment-in-lieu may purchase life insurance coverage through MMEHT and/or through Maine PERS (see above), at their own expense.

2. The City reserves the right to change or provide alternate life insurance carriers as it deems appropriate for any form or portion of insurance coverage referred to in this Article. The City shall not be held responsible for changes or benefits

1 unilaterally imposed by the insurance provider or as changed by Federal or State
2 law, rule or regulation. The City will give the Union sixty (60) days notification of
3 any life insurance plan changes and the Union reserves the right to bargain over
4 the impact of these changes.
5
6
7

8 D. DENTAL INSURANCE AND VISION CARE INSURANCE
9

10 Employees may participate in any dental insurance plan or vision care plan which may be
11 made available to employees at their own cost and through payroll deductions.
12 Employees may enroll a spouse, legal domestic partner and dependent children in the
13 plans. In no case shall the City be required to make dental or vision care insurance
14 available to employees. The City shall contract with any dental or vision care provider of
15 its choosing. Participation shall be regulated in accordance to the plan document.
16
17

18 **ARTICLE 15 - SICK LEAVE**
19

20 A. PURPOSE AND ACCRUAL OF SICK LEAVE
21

22 Sick leave shall be earned at the rate of one and one quarter (1.25) days per month with
23 unlimited accumulation. Sick leave may be used only in the following cases:
24

- 25 1. Personal illness or physical incapacity of such degree as to render the employee
26 unable to perform the duties of his position, unless the employee is capable of
27 doing other work in his department and is assigned to such other work.
28
- 29 2. Attendance upon members of the family within the household of the employee
30 when their illness requires care by such employee, not to exceed one (1) day per
31 month or more than a total of six (6) days in any contract year. The one (1) day
32 limit may be waived by the Department Head if illness of the employee's spouse
33 requires absenteeism by the employee.
34
- 35 3. At the discretion of the employee's Department Head, sick leave may be used in
36 the event of the death of the employee's spouse or registered domestic partner,
37 child, mother, father, brother, sister, mother-in-law, or father-in-law but in no event
38 for more than six (6) calendar days. One (1) day sick leave may be granted at the
39 discretion of the Department Head to attend the funeral of a stepchild, grandchild,
40 brother-in-law, sister-in-law, grandmother, and grandfather.
41
- 42 4. If sick leave is exhausted and an employee is not eligible for Family and Medical
43 Leave as governed by state and/or federal FMLA laws as they may apply an
44 employee must use accrued vacation time, compensatory time, or an available
45 floating holiday as sick leave. An employee, after exhausting all accrued benefit
46 time, may request an unpaid leave of absence for sickness with the Human
47 Resources Director. The employee must present medical documentation
48 certifying the need for the leave of absence. The decision of the Human Resources
49 Director shall be final.
50

51 B. CRITERIA FOR DETERMINING ABUSE OF SICK LEAVE
52

- 53 1. The City has a legitimate concern in preventing the abuse of sick leave. The City
54 has the right to require an employee to provide from an attending physician or

1 other health professional a certificate to substantiate the claimed illness or
2 incapacity. The City retains the right to send an employee to a medical provider
3 selected by the City, at the City's expense. The employer shall not require said
4 certificate until after five (5) consecutive work days of sick leave in a twelve (12)
5 month period, except as otherwise required under Article 18. In such instances,
6 employees may be eligible for regular or intermittent Family and Medical Leave
7 (FMLA) as governed by state and/or federal FMLA laws as they may apply, and/or
8 as amended.
9

10 2. Any employee submitting a claim based on a false statement, or covering a period
11 during which the employee was not actually disabled, will be considered abusing
12 the sick leave privilege. An employee abusing these privileges or making false
13 representation regarding the use of sick leave will be considered just cause for
14 disciplinary action up to and including termination of employment.
15

16 2. Employees who exhaust their sick leave balance and have not been approved, or
17 are not eligible, for an unpaid Family Medical Leave of Absence, or have
18 exhausted his or her accrued benefit time pursuant to section A.4. of this Article
19 shall be considered "absent without leave". Such unauthorized absence from work
20 may be considered just cause for discipline up to and including termination of
21 employment.
22

23 C. FAMILY AND MEDICAL LEAVE 24

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

47 b) Employees who request to use Family and Medical Leave for the purpose of caring
48 for a domestic partner, or child or parent of domestic partner, must satisfy the City's
49 eligibility requirements for claiming an individual as a domestic partner.
50
51
52
53
54

1 D. PAYMENT OF UNUSED SICK LEAVE

- 2
- 3 1. Employees shall receive one-half of accumulated sick days, not to exceed thirty
- 4 (30) days' pay (1/2 of 60) upon resignation, or one-half the accumulated sick days
- 5 not to exceed sixty (60) days' pay (1/2 of 120) upon retirement, which shall be paid
- 6 to employees upon leaving the department. Resigning employees must have a
- 7 minimum of eight (8) years' employment with the City to qualify for the above
- 8 payment. Effective for new hires on or after July 1, 2023, an employee also must
- 9 have a minimum of four hundred and fifty (450) hours of accrued unused sick leave
- 10 to be eligible for a buy-out of sick leave under this section. A minimum two weeks'
- 11 notice must be given, as required by City personnel ordinance. Employees who
- 12 are discharged from employment are not eligible for any portion of accumulated
- 13 sick leave. The above payment shall be calculated based on one-fifth (1/5) the
- 14 employee's weekly wage for each day of sick leave.
- 15
- 16 2. Retiring employees will be eligible to receive, in addition to the above payment of
- 17 unused sick leave described above, one half (1/2) of the balance of sick leave days
- 18 on the books in excess of 275 days up to a maximum of thirty (30) days.
- 19
- 20 3. "Retirement" for the purposes of this section shall be defined as retiring under
- 21 provisions of the Maine Public Employees Retirement System, or after twenty five
- 22 (25) years of service, or at age 60.
- 23
- 24 4. In the event of the death of an employee while on the job, the spouse, family or
- 25 estate shall be entitled to 100% of the employee's accumulated sick leave.
- 26

27 E. EARNED PAID LEAVE

28

29 The parties have agreed the City has complied with Maine's Earned Paid Leave law in

30 that the leave benefits under the contract exceed the minimum required by law.

31

32

33 **ARTICLE 16 - WORK RELATED INJURIES**

34

35

36 A. WORKER'S COMPENSATION

37

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

1 the City so that the total of said benefits and pay shall be equal to the employee's
2 full weekly wage.

3
4 After a period of five (5) months from the date of injury, employees may use
5 accrued sick leave, vacation leave and compensatory time to supplement workers'
6 compensation benefits so as to equal the pre-injury average weekly wage. The
7 use of accrued sick leave, vacation leave and compensatory time shall be at the
8 employee's discretion.
9

10 **B. DISABILITY**

11
12 1. The employer shall provide a reasonable accommodation to qualified individuals
13 with disabilities to the extent required by the state and federal anti-discrimination
14 laws as applicable.
15

16 2. If an employee is unable to return to work due to disability, the leave of absence
17 shall not exceed one year. If the employee is unable to return to work at the end
18 of a year, his or her employment shall be terminated.
19

20 3. In those instances of a work related injury, where an employee has been unable
21 to perform the duties of his/her regular job classification for two (2) years from the
22 date of injury, the employee may be terminated. This termination is recognized as
23 non-disciplinary. If the employee later becomes capable of performing the duties
24 of his/her former position, the employee may return to that position if it is vacant.
25 If that position is filled, unfounded or no longer exists, the employee shall be placed
26 in a vacant position, or the next available position if no such vacancy exists in the
27 same classification within the department for which the employee is qualified. An
28 employee may only return to regular work after termination if it has been
29 determined by the City's physician that the employee is capable of safely returning
30 to work and has the physical and/or mental capacity to perform the duties of the
31 position. The returning employee shall be treated as if on layoff status for the period
32 of the termination.
33

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

41 **ARTICLE 17 – VACATIONS**

42
43 **A. VACATION ACCRUAL**
44

45 All employees with less than five (5) continuous years of service shall be entitled to two
46 (2) weeks of vacation. All employees with five (5), but less than twelve (12) continuous
47 years of service shall be entitled to three (3) weeks of vacation. All employees with more
48 than twelve (12) years of continuous service, but less than twenty (20) shall be entitled to
49 four (4) weeks of vacation. All employees with over twenty (20) continuous years of service
50 shall be entitled to five (5) weeks of vacation. Years of service, for the purpose of this
51 Article, shall mean total years of service with the City. Vacation time will accrue on a
52 monthly basis and said accrual and usage will be noted on employee's check stubs.
53
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 **ARTICLE 18 – HOLIDAYS**

48

49

50

51 A. HOLIDAYS

52

- 53 1. All employees shall receive thirteen (13) paid holidays. The holidays are: New
- 54 Year's Day, Martin Luther King Jr. Day, Presidents' Day, Patriots' Day, Indigenous

Peoples Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

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

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

a.) Employees working a non-traditional schedule, including, but not limited to, transfer station and Parks employees, shall have the holiday off if the holiday falls on a scheduled work day. Monday holidays that fall on an employee's regular day off will be observed on Tuesday, or Wednesdays when employees are working Week A of the Rotating Schedule as referenced in Appendix A, Non-Traditional Hours of Work, Parks Department. 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 base hourly rate of pay for the total number of hours regularly scheduled to work.

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

5. To be eligible for Holiday pay, an employee must work their regularly scheduled hours for the workday before and the workday after the holiday unless on an approved leave or the employee provides a signed note, within ten calendar days of the absence, from their medical provider excusing the employee from work for the specific day(s) absent.

B. FLOATING HOLIDAY

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

ARTICLE 19 - BEREAVEMENT LEAVE

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

B. In the event of the death of an employee's stepchild, grandchild, brother, sister, mother-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

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

D. DEFERRED COMPENSATION 457/401a PLAN

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

ARTICLE 22 - HEALTH AND FITNESS

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

ARTICLE 23 - PROTECTIVE CLOTHING AND SAFETY

A. PROTECTIVE CLOTHING

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

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

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

5. The City will reimburse employees covered by this Agreement up to a maximum of \$250 for the term of this Agreement toward the purchase price of safety prescription eyeglasses (as specified by the American National Standards Institute – Z87.1.)

ARTICLE 24 - SEPARABILITY AND SAVINGS CLAUSE

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

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

ARTICLE 25 – LABOR/MANAGEMENT COMMITTEE

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

1 **ARTICLE 26 - TERMINATION AND ZIPPER CLAUSE**
2
3

4 **A. RENEWAL OF AGREEMENT**
5

6 This Agreement shall be effective as of the 1st day of July, 2022, and shall remain in full
7 force and effect until the 30th of June, 2025 for any member of the bargaining unit
8 employed as of the signing date of this Agreement. It shall be automatically renewed from
9 year to year thereafter unless either party shall notify the other in writing 120 days prior to
10 the anniversary date that it desires to modify this Agreement. In the event that such notice
11 is given, negotiations shall begin not later than 60 days prior to the anniversary date. This
12 Agreement shall remain in full force and be effective during the period of negotiations
13 unless notice of termination of this Agreement is provided to the other party in the manner
14 set forth in following paragraph.
15

16 **B. TERMINATION OF AGREEMENT**
17

18 In the event that either party desires to terminate this Agreement, written notice must be
19 given to the other party not less than ten (10) days prior to the desired termination date
20 which shall not be before the termination date set forth in the preceding paragraph.
21

22 **C. ZIPPER CLAUSE**
23

- 24 1. The parties acknowledge that during the course of negotiations which resulted in
25 this Agreement, each had the unlimited right and opportunity to make demands
26 and proposals with respect to any subject or matter not removed by law from the
27 area of collective bargaining and that the understandings and agreements arrived
28 at by the parties after the exercise of that right and opportunity are set forth in this
29 Agreement.
30
- 31 2. Therefore, the City and the Union, for the duration of this Agreement, each
32 voluntarily and unqualifiedly waives the right, and each agrees that the other shall
33 not be obligated to bargain collectively with respect to any subject or matter
34 referred to or covered in this Agreement unless mutually agreed to by the City and
35 the Union.
36
- 37 3. This agreement supersedes and cancels all previous agreements, verbal or written
38 or based upon the alleged past practice between the City and the union or
39 bargaining unit employees and constitutes the entire agreement between the
40 parties.
41

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 _____, 2022 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 Date
AFSCME Staff Representative

For AFSCME Local #481-09

Raymond Roberts Date 6/22/22
President

Patrick MacVane Date 06/22/2022
Public Works

Elijah Madsen Date 6/22/22
Vice President

Barrett Parker Date 6/22/2022
Parks

Stephen Masters Date 6-22-22
Public Works Steward

Michael Rodney Date 6-23-22
Public Works

For the City of South Portland, Maine:

Scott Morelli Date 6/22/22
City Manager

Melissa Hutchins Date 6/22/22
Director of Public Works

Karl Coughlin Date 6/22/22
Director of Parks, Recreation
& Waterfront

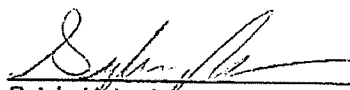
Stephanie Weaver Date 6/23/22
Human Resources Director

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 29th day of June, 2022 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:

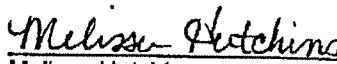

Sylvia Hebert
AFSCME Staff Representative
Date 6/29/22

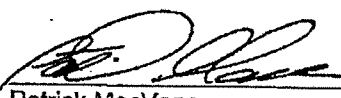
For the City of South Portland, Maine:

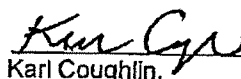

Scott Morelli
City Manager
Date 6/29/22

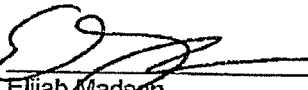
For AFSCME Local #481-09

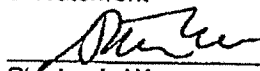

Raymond Roberts
President
Date 6/22/22

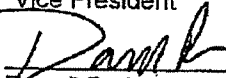

Melissa Hutchins,
Director of Public Works
Date 6/22/22


Patrick MacVane
Public Works
Date 06/22/2022


Karl Coughlin,
Director of Parks, Recreation
& Waterfront
Date 6/22/22


Elijah Madsen
Vice President
Date 6/22/22


Stephanie Weaver
Human Resources Director
Date 6/23/22


Barrett Parker
Parks
Date 6/22/2022


Stephen Masters
Public Works Steward
Date 6-22-22


Michael Rodney
Public Works
Date 6-23-22

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

FY23 - 7/1/22-6/30/23		6% Increase						
		Years						
		STARTING PAY	2	5	8	10	15	20
Position		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Laborer		\$19.94	\$20.42	\$20.82	\$21.22	\$21.43	\$22.05	\$23.04
Mechanic's Helper		\$21.61	\$22.09	\$22.53	\$22.77	\$22.99	\$23.61	\$24.68
PWD EQ I		\$22.49	\$22.95	\$23.39	\$23.88	\$24.35	\$25.01	\$26.10
PWD EQ II		\$24.35	\$24.86	\$25.38	\$25.83	\$26.35	\$27.02	\$28.17
Mechanic I		\$25.36	\$25.95	\$26.36	\$26.89	\$27.43	\$28.10	\$29.30
Mechanic II		\$27.41	\$27.94	\$28.48	\$29.05	\$29.66	\$30.38	\$31.63
Park Maintainer		\$22.49	\$22.95	\$23.39	\$23.88	\$24.35	\$25.01	\$26.10
Foreperson		\$28.17	\$28.75	\$29.02	\$29.31	\$29.62	\$29.90	\$30.20
Transfer Station Equipment Operator		\$24.35	\$24.86	\$25.38	\$25.83	\$26.35	\$27.02	\$28.17
Shop Fabricator		\$24.61	\$25.07	\$25.51	\$26.00	\$26.47	\$27.13	\$28.22

FY24 - 7/1/23-6/30/24		4% Increase						
		Years						
		STARTING PAY	2	5	8	10	15	20
Position		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Laborer		\$20.74	\$21.23	\$21.65	\$22.07	\$22.29	\$22.93	\$23.97
Mechanic's Helper		\$22.48	\$22.97	\$23.44	\$23.68	\$23.91	\$24.56	\$25.66
PWD EQ I		\$23.39	\$23.87	\$24.33	\$24.84	\$25.32	\$26.01	\$27.14
PWD EQ II		\$25.32	\$25.85	\$26.39	\$26.86	\$27.41	\$28.10	\$29.30
Mechanic I		\$26.37	\$26.99	\$27.42	\$27.97	\$28.53	\$29.22	\$30.47
Mechanic II		\$28.51	\$29.06	\$29.62	\$30.22	\$30.85	\$31.59	\$32.90
Park Maintainer		\$23.39	\$23.87	\$24.33	\$24.84	\$25.32	\$26.01	\$27.14
Foreperson		\$29.30	\$29.90	\$30.18	\$30.49	\$30.80	\$31.10	\$31.41
Transfer Station Equipment Operator		\$25.32	\$25.85	\$26.39	\$26.86	\$27.41	\$28.10	\$29.30
Shop Fabricator		\$25.59	\$26.08	\$26.53	\$27.04	\$27.53	\$28.21	\$29.35

FY25 - 7/1/24-6/30/25		3% Increase						
		Years						
		STARTING PAY	2	5	8	10	15	20
Position		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Laborer		\$21.36	\$21.87	\$22.30	\$22.73	\$22.96	\$23.62	\$24.69
Mechanic's Helper		\$23.15	\$23.66	\$24.14	\$24.39	\$24.63	\$25.29	\$26.43
PWD EQ I		\$24.09	\$24.59	\$25.06	\$25.58	\$26.08	\$26.79	\$27.96
PWD EQ II		\$26.08	\$26.63	\$27.18	\$27.67	\$28.23	\$28.94	\$30.18
Mechanic I		\$27.16	\$27.80	\$28.24	\$28.81	\$29.39	\$30.10	\$31.38
Mechanic II		\$29.36	\$29.93	\$30.51	\$31.12	\$31.77	\$32.54	\$33.88
Park Maintainer		\$24.09	\$24.59	\$25.06	\$25.58	\$26.08	\$26.79	\$27.96
Foreperson		\$30.18	\$30.79	\$31.09	\$31.40	\$31.73	\$32.03	\$32.35
Transfer Station Equipment Operator		\$26.08	\$26.63	\$27.18	\$27.67	\$28.23	\$28.94	\$30.18
Shop Fabricator		\$26.36	\$26.86	\$27.33	\$27.85	\$28.35	\$29.06	\$30.23

The Director of Public Works, at their sole discretion, may appoint a mechanic to act as the Shop Foreperson. An employee appointed to this position shall be compensated at two dollars (\$2.00) to four dollars (\$4.00) per hour above the Mechanic II rate of pay for all hours worked as shop foreperson, based on the employee's current step level. In addition to their Mechanic II duties, the Shop Foreperson will: 1) draft equipment specifications; 2) maintain the RTA database (or similar software/tool); 3) do purchasing and ordering; and 4) perform other duties as assigned. The stipend rate for an employee serving as the Shop Foreperson once assigned will not be reduced for that employee.

APPENDIX C

CELL PHONE ALLOWANCE

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

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

CELL PHONE ALLOWANCE POLICY

PURPOSE:

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

CELL PHONES:

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

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

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

Cellular Telephone Authorization Form

Name: _____

Position: _____

Department/Division: _____

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

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

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

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

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

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

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

Employee Signature: _____

Date: _____

Division Head Signature: _____

Date: _____

Department Director Signature: _____

Date: _____