

Order 81-16/17

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**ORDER APPROVING THE  
COLLECTIVE BARGAINING AGREEMENT WITH  
THE PROFESSIONAL AND TECHNICAL CITY EMPLOYEE ASSOCIATION  
(PRO TECH)**

**ORDERED**, that the attached Collective Bargaining Agreement with the Professional and Technical City Employee Association (Pro Tech) for July 3, 2016 through June 30, 2019, is hereby approved.

# CITY OF PORTLAND



**AGREEMENT BETWEEN  
CITY OF PORTLAND  
AND  
PROFESSIONAL AND TECHNICAL  
CITY EMPLOYEES ASSOCIATION**

**JULY 3, 2016 – JULY 1, 2019**

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THIS AGREEMENT made and entered into this 15th day of October, 2012 by and between the CITY OF PORTLAND, a body politic and corporate located in the County of Cumberland and State of Maine (hereinafter referred to as "City"), and PROFESSIONAL AND TECHNICAL CITY EMPLOYEES ASSOCIATION, of Portland in said County and State (hereinafter referred to as "Association").

**1. PREAMBLE:**

1.1 Pursuant to the provisions of the Municipal Public Employees Labor Relations Law (Chapter 9-A, Title 26, Maine Revised Statutes Annotated, M.R.S.A.), the parties have entered into this Agreement in order to establish mutual rights with the goal of preserving proper employee morale and promoting effective municipal operations.

**2. RECOGNITION:**

2.1 The City hereby recognizes the Association as the sole and exclusive representative of a Unit consisting of all permanent full-time and part-time employees, recreation project employees and any other employees in the job classifications listed in Appendix A and excluding all temporary, seasonal, on-call, or probationary employees, or those excluded by the Municipal Public Employees Labor Relations Law.

2.2 The Association shall bargain for employees in the above unit with respect to wages, hours of work, and working conditions.

2.3 All newly hired employees in permanently budgeted positions shall serve a probationary period of six (6) months, and shall have no seniority, grievance, or other rights during this period except as otherwise specifically provided for in this Agreement. During the six (6) month probationary period, the appointing authority may remove the probationer at any time if his/her work or conduct is found below satisfactory standards. Notwithstanding the foregoing, probationary employees do receive Holidays and earn vacation and sick leave during the probationary period, and can use vacation or sick leave in accordance with all rules governing such in this Agreement. Upon completion of the six (6) month probationary period, the probationary period shall be included as part of the employee's seniority time.

2.4 Definitions of employment are attached to this Agreement in Appendix B, and are hereby incorporated into this Article by reference. Permanent full-time employees shall receive full benefits under this Agreement, and permanent part-time employees shall receive pro-rated benefits as outlined in Appendix B.

Recreation project employees shall receive only those benefits outlined in Appendix B.

- 2.5 The City and the Union agree to meet at reasonable times to discuss additions to or deletions from the Recognition clause.

**3. NO DISCRIMINATION BY PARTIES:**

- 3.1 Employees covered by this Agreement shall have all the rights afforded under Section 963 of Chapter 9-A, Title 26, M.R.S.A. No employee shall be favored or discriminated against by either the City or the Association because of his membership or non-membership in the Association.
- 3.2 The City and unit members in their capacity as City employees agree that, pursuant to applicable Federal and State laws and City ordinance, they will not unlawfully discriminate against any employee because of race, color, religion, sex, sexual orientation, national origin, age, physical or mental disability.
- 3.3 All reference to male employees in this Agreement shall also include female employees.

**4. DUES DEDUCTION:**

- 4.1 The City shall deduct weekly dues upon receipt of a signed authorization card from members and a certified statement from the Secretary/Treasurer of the Association as to the amount for dues. All such authorization cards shall be supplied by the City. The City shall process payroll dues deductions on a weekly basis and forward all such dues to the Secretary/Treasurer of the Association.
- 4.2 In the event of change in the amount of dues during the term of this Agreement, the then Secretary/Treasurer of the Association shall so notify the City's Director of Human Resources in writing. After receipt of same, dues as therein noted shall be deemed to have been authorized to be withheld on behalf of the employees who had previously signed authorization cards. The City shall forward all dues so collected to the Secretary/Treasurer of the Association on or before the 15<sup>th</sup> of the month following the month in which they were collected from the employees.
- 4.3 Any employee covered by this Agreement may, at any time, cancel his authorization for dues deduction. Said cancellation shall be effective after fourteen (14) days written notice to the departmental payroll clerk. The Association will be given a copy of any dues cancellation notice.

#### 4.4 Union Security:

4.4.1 Effective as of February 25, 1985, it shall be a condition of employment that employees either (1) join the Association, or (2) agree to pay their fair share toward the Association's cost of collective bargaining, contract administration, and the adjustment of grievances through payroll deductions as outlined in this article. The Association shall establish said fair share annually not to exceed 85% of full Association dues and shall notify the City promptly as to the percentage and dollar amount of said fair share. Employees not in the Association as of the execution date shall have 10 days after execution, and new hires shall have 10 days after completion of the probationary period, within which to join the Association or to agree to pay the fair share amount. Upon notification to the Director of Human Resources by the Association of any employee who has failed and refused to either join the Association or to agree to pay the fair share amount, the City shall take such steps as are necessary to enforce this requirement consistent with the terms of this Article.

4.4.2 The Association agrees to establish a bona fide internal Association procedure to allow non-Association employees in the unit to challenge the level of the fair share deduction established hereunder. The Union will insure that the challenge procedure complies with all applicable federal and State laws. In the event of any challenge to the fair share provision, the City shall not be required to discharge any employee(s) for failure to comply with this provision until after the employee(s) have exhausted their internal Association remedies and so long as there is any litigation pending. After such exhaustion and in the absence of any pending litigation, the City shall provide any employee who has not elected to join the Association or to pay their fair share with written notice that he has 30 days to make such election or be discharged from service. Any discharge under this provision is reviewable only in Court and is not grievable.

4.5 Upon receipt of a written authorization card from the employee, the City shall deduct either the full union dues or the fair share dues as indicated. The City has no obligation to pay the Association any dues payment for an employee if the employee has not signed said authorization card.

4.6 The Association shall indemnify and hold the City harmless against any and all claims or suits which may arise out of or result from the deductions of said fees or other action taken pursuant to the Article, said indemnification to include all costs and attorney's fees resulting from any such claims or suits.

**5. TIME OFF WHILE PERFORMING ASSOCIATION DUTIES:**

- 5.1 Up to two employees shall be allowed time off, with pay, for meeting with City officials concerning Association business or for investigating grievances; provided, however, in the judgment of the City, such time off does not interfere with work flow requirements.
- 5.2 When asked by the City to respond to a specific request on short notice, the President or Vice-President of the Association and one (1) Executive Board member will be allowed up to one (1) hour off with pay *or a reasonable amount of time given the location and circumstances that necessitate attendance by the Union*; provided, in the judgment of the City, such time off does not interfere with work flow requirements.

**6. MANAGEMENT RIGHTS AND DEPARTMENTAL RULES:**

- 6.1 The City retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement. The Association acknowledges the right of the City to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement. Such rules are subject to the parties duty to bargain over mandatory subjects of bargaining under the Maine Municipal Public Employees Labor Relations Law except as provided in Article 34.

**7. STRIKES, SLOWDOWNS, AND LOCKOUTS PROHIBITED:**

- 7.1 The Association agrees that during term of this Agreement neither it nor its officers, Board of Directors or members will engage in, encourage, sanction, support or suggest any (1) strikes, (2) slowdowns, (3) mass resignations, (4) mass absenteeism, (5) picketing which would involve suspension of or interference with normal work of the City or (6) any other similar action which would involve suspension of or interference with the normal work of the City.
- 7.2 In the event that the Association and/or employees covered by this Agreement participate in such activities in violation of this provision, the City shall notify the Association in writing and the Association, through its President or some other authorized representative, shall immediately notify those employees so engaged to cease and desist from such activities and shall instruct those employees to return to their normal duties immediately. Such notification and instruction will be made in writing with a copy to the City Manager. In the event that any employee engages in any such activity he/she shall be subject to disciplinary action and/or dismissal by the City.



7.3 The City agrees not to engage in any lockout of employees during the term of this Agreement.

**8. GRIEVANCE PROCEDURE:**

8.1 Should the Association, or an employee, feel aggrieved concerning the interpretation or application by the City of any provision of this Agreement, the Association may seek adjustment of the grievance as follows:

8.1.1 The Association, through its authorized representative, shall take up the grievance with the employee's immediate supervisor. The supervisor shall meet with the Association within three (3) working days of receipt of notification of the grievance from the Association. The Supervisor shall respond to the grievance within five (5) working days of the meeting.

8.1.2 If the Association and the supervisor have not resolved the grievance, the Association may submit the details of such grievance in writing to the Department Head within five (5) working days after receipt of the supervisor's decision under Step 8.1.1. The Department Head shall meet with the Association within five (5) working days after the receipt of Association appeal. The Department Head shall respond in writing to the grievance within five (5) working days of the meeting.

8.1.3 Within five (5) working days of receipt of the Department Head's decision, the Association may appeal the decision to the Director of Human Resources by filing a copy of the written grievance and the Department Head's decision with the Director of Human Resources. The Director of Human Resources shall meet with the Association within ten (10) working days and provide the Association with a written response within (10) working days of the meeting.

8.1.4 Within five (5) working days of receipt of the Human Resources Director's Decision, the Association may appeal the decision to the City Manager by filing a copy of the written grievance and the Human Resources Director's decision with the City Manager. The City Manager shall meet with the Association within ten (10) working days and provide the Association with a written response within ten (10) working days of the meeting.

8.1.5. In the event that the decision of the City Manager rendered pursuant to step 8.1.4 above is not acceptable to the Association, within ten (10) working days after receipt of the decision at step 8.1.4 the Association may request in writing that the matter be submitted to mediation. If the parties mutually agree that mediation is appropriate, a joint request to the

Federal Mediation and Conciliation Service (FMCS) or the Maine Labor Relations Board will be made. If mediation is (i) not requested; (ii) does not resolve the grievance in its entirety, or (iii) the City declines to mediate the parties may then proceed to arbitration. The decision by either party to request or decline mediation in any grievance shall not be used or held against either party in any future arbitration or grievance, nor shall it establish any precedent.

- 8.1.6 In the event that the decision of the City Manager rendered pursuant to 8.1.4 above is not acceptable to the Association, and/or the parties have exhausted all remedies including Mediation as set forth in 8.1.5 above, within ten (10) working days after receipt of the decision at Step 8.1.4 or within five (5) working days after mediation has occurred, it may request in writing that the matter be submitted to arbitration. The City and the Association shall mutually agree upon an arbitrator. In the event they are unable to agree upon an arbitrator within seven (7) days of the request for arbitration, the arbitrator shall be selected through the American Arbitration Association in accordance with the rules of said Association then in full force and effect. Thereafter, arbitration shall be had in accordance with the rules of the American Arbitration Association. Said Arbitrator shall have no authority to add to, subtract from, or modify the provisions of this Agreement. The arbitrator's decision shall be final and binding upon the parties hereto. All of the expenses of the arbitration shall be borne equally by the parties.
- 8.2 The time limits for processing of grievances may be extended by written consent of the parties. Step 8.1.1, 8.1.2, and 8.1.3 in the grievance procedure may be waived by written mutual consent of the parties.
- 8.3 At Steps 8.1.2, 8.1.3, and 8.1.4 of the grievance procedure, the Department Head, Director of Human Resources, or City Manager may designate a Deputy, Assistant, or other duly authorized representative to act on his/her behalf.
- 8.4 All grievances shall be commenced not later than thirty (30) days after the occurrence of the event giving rise to the grievance, or within thirty (30) days after the time such event became known to the Association or the employees or employees concerned, whichever shall be later.
- 8.5 Nothing in this Article shall diminish the right of any employee covered hereunder to present his own grievance up to Step 4 as set forth in Title 26, Maine Revised Statutes Annotated (M.R.S.A.) Section 967.

**9. SAVINGS CLAUSE:**

9.1 If any provision of this Agreement shall be contrary to any law or City Ordinance, such invalidity shall not affect the validity of the remaining provisions.

**10. WAGES AND SALARIES:**

10.1 Base Wages:

10.1.1 Effective July 3, 2016, employees in pay grades 4, 5, 6, 7, 8, and 9 will be paid pursuant to the pay plans attached as Appendix C1, C-2 and C3 and incorporated herein.

10.1.2 The aforesaid salary schedules consist of ten steps: a recruit step, a six-month step, a one-year step, six annual steps and a twelve-year step. Employees progress on these salary schedules in accordance with time in position except as provided in 10.1.4.

10.1.3 Mid-Level Health Practitioners will be paid pursuant to the pay plan attached as Appendix C4 and incorporated herein.

10.1.4 Airport Communications and Security Specialists and Principal Registered Nurses will be paid pursuant to the pay plan attached as Appendix C-5 and incorporated herein.

10.1.5 The City in its sole discretion may credit newly hired or promoted employees with experience for up to Step 5 on the Salary Scale for similar work with similar scope and responsibility and for credentials and licenses above the minimum required for the job. The City shall notify the Union whenever employees are given such credit. Employees receiving such credit from the City for experience and credentials above the minimum required for the job that places them at a step on the pay plan beyond the recruit step shall advance to step 10 in the pay plan in the fifth year after reaching step 9. At the time those employees are hired or promoted, existing employees in the same pay grade as the new or promoted employee, and who were hired prior to July 1, 2001, will be evaluated to determine whether they should receive credit on the salary schedule for reasons similar to those credited for the newly hired or promoted employee.

10.2 Evaluations:

10.2.1 Employees will be evaluated annually on their anniversary dates pursuant to the Performance Appraisal Program and the Employee Evaluation Form attached and incorporated as Appendices D and E respectively.

10.3 Pay Day:

10.3.1 The parties agree to continue the practice of the Friday pay day unless mutually changed in writing.

10.3.2 Effective upon the signing of this agreement, all current and newly hired employees will have mandatory direct deposit for all monies owed by the City or they will receive a re-loadable debit card.

**11. REGULAR HOURS OF WORK, OVERTIME/COMP TIME, CALL BACK PAY, AND NIGHT SHIFT DIFFERENTIAL AND HIGHER PAY FOR HIGHER CLASS WORK:**

11.1 Regular Hours of Work:

11.1.1 Except as otherwise noted herein, the standard work week shall consist of 37.5 hours, excluding interruptions for lunch or meal periods. The scheduling of the week and hours of work for employees who are required to work a seven (7) day coverage shift shall be as determined by the appropriate Department Head.

11.1.2 Except as otherwise noted herein, the standard work day shall consist of seven and one-half (7 ½) hours per day as determined by the Department Head or designee; however, employees may be required to work additional hours when deemed necessary by the Department Head. Work schedules shall not be changed for the life of this Agreement, except for emergencies or for good cause, such as to achieve operating economies, to adjust to technological changes, to effect a change in work program, or to reflect a change in work site.

11.1.2.1 Two fifteen minute rest breaks will be allowed per shift, one break on either side of the lunch or meal period.

11.1.3 Flexible work hours may be instituted with the approval of the appropriate Department Head. Approval shall not be withheld from an employee requesting flexible work hours for arbitrary or capricious reasons. In the event the change in work hours is not approved, and the employee requests an explanation for the denial, the Department Head or designee will provide the employee with the reason(s) for the denial in writing.

11.1.4 Public Works, Parks, Recreation and Facilities Management employees, Planning employees and part-time employees may be scheduled to work a regular shift in excess of seven and one-half (7 ½) hours, and such employees shall not be eligible for overtime except for hours worked in excess of forty (40) hours per week.

## 11.2 Overtime/Compensatory Time:

11.2.1 Overtime work in excess of the employee's regular work day, or the standard work week, shall not be voluntary on the part of the employees.

11.2.1.1 ~~Except as provided in 11.2.1.3 below, employees~~ Any employee working a 37.5 hour regular work week will receive compensatory time at a straight time rate pay for hours worked beyond their regular work day or work week that are not in excess of eight (8) hours per day or forty (40) per week. ~~Except as provided in 11.2.1.3 below, hours worked in excess of eight (8) hours per day or forty (40) per week will be compensated at a time and one-half rate with the first five (5) hours being paid in the form of compensatory time. These five (5) hours will be paid in cash only if the employee and the Department Head with written prior approval of the City Manager, or designee, mutually agree that it will be paid in cash at the time and one-half rate.~~

11.2.1.2 Except as otherwise provided herein below, all other overtime shall be compensated in cash at the time and one-half rate unless the Department Head and the employee mutually agree that it will be compensated by compensatory time at the time and one-half rate.

11.2.1.3 Employees in pay grades 8, 9 and 9M will receive straight time compensatory time for the first five (5) hours worked beyond forty (40) hours. If these hours are paid in cash, subject to mutual agreement of the employee and Department Head with written approval from the City Manager or designee, the hours will be paid at the employee's straight time rate.

11.2.1.4 All overtime must receive written authorization from the Department Head or their designee prior to the performance of any overtime. The employee shall not be required to work overtime or be compensated for any overtime worked

without prior written authorization.

11.2.1.5 No employee shall work, shall be required to work, or shall be permitted to work any time outside his or her regular work day or his or her standard work week without recording such time worked on the Department's official records **and being compensated at the appropriate rate.**

11.2.2 There shall be an option for voluntary work not consisting of the affected employee(s) normal work assignments as determined by the Department Head. If the voluntary special work assignment is accepted, the Department Head shall have the final discretion, after conferring with the affected employee(s) as to their payment preference, in determining the method of compensation to be paid at the employee's appropriate rate of pay. Any special work assignment shall be posted in the applicable Department and, if the interested employees are qualified, then the selection shall be made by seniority on a rotation basis. If a qualified employee elects not to perform the special work assignment, for the purposes of the rotation list, it shall be considered worked. In other words, the rotation list once begun does not provide for exceptions.

11.2.3 Except as otherwise provided herein where overtime is to be paid, a monetary rate or the equivalent in compensatory time, of one and one-half (1 ½) times the base hourly rate shall be paid for all work performed by employees covered by this Agreement during the work week in excess of forty (40) hours per week or eight (8) hours per day, but not for both.

11.2.4 Employees in pay grades 8, 9 and 9M will receive straight time pay for all hours worked.

11.2.5 For purposes of this section "Hours Worked" shall mean the following:

1. Hours actually worked for the City of Portland in a position covered by this Agreement.
2. Hours compensated for by holiday base pay.
3. Hours compensated for by bereavement leave.
4. Compensatory hours earned and used in accordance with this Article.
5. Hours compensated for by vacation pay.

11.2.6 For the purposes of this section, "Hours Worked" shall not include:

1. Hours compensated for by jury pay.

2. Hours compensated for by reserve service leave.
3. Hours compensated for by sick leave pay.
4. Hours compensated for by personal leave pay.
5. *Hours compensated for by Holiday premium pay.*
6. *Hours compensated for by call-back pay.*

11.2.7 An employee shall be entitled to accumulate up to a maximum of ~~ninety (90)~~ **forty five (45)** hours of compensatory time. Any overtime worked subsequent to accumulation of ~~ninety (90)~~ **forty five (45)** hours of compensatory time shall be compensated by cash at the appropriate rate of pay (time and one-half for employees in pay grades 4 through 7 and straight time for employees in pay grades 8 and above). **All accumulated compensatory time will be cashed out on the first pay date in December of each year, beginning in December 2017.**

When an employee is to separate from City employment, he or she shall be provided with a reasonable opportunity to use all accumulated compensatory time prior to separation, provided that the employee:

- (1) shall give sufficient notice of separation to permit use of such accumulated compensatory time as he or she desires to use and;
- (2) provided that all severance obligations are met prior to severance.

Any dispute as to whether the City provided a reasonable opportunity to use accumulated compensatory time will be subject to the grievance and arbitration procedure and, in the event that it is determined that a reasonable opportunity was not provided, the employee may be awarded monetary compensation. Scheduling of compensatory time shall be on the same basis as scheduling of vacation leave under Article 13, VACATIONS.

### 11.3 Call Back Pay:

11.3.1 If an employee is called to work before the start of a regularly scheduled shift, s/he shall be paid for all such hours worked at time and one-half with a minimum of two (2) hours at straight time to be paid.

### 11.4 Differential:

11.4.1 Employees who work a night shift on a regular basis with fifty percent (50%) of the regular hours being worked after 6:00 p.m. shall receive a shift differential allowance of forty **five** cents (\$.45) per hour for the entire night shift. Employees who work a night shift on a regular basis with fifty percent (50%) of regular hours being worked after 11:00

p.m. shall receive a shift differential allowance of ~~forty~~sixty-five cents (\$.65) per hour for the entire night shift.

11.4.2 Barron Center employees whose regular schedule includes a Saturday or Sunday will receive an additional \$1.00 per hour for the hours worked on that day.

11.4.3 Principal Registered Nurses at the Barron Center are eligible for the following shift differentials:

|  |                 |
|--|-----------------|
| Weekday evenings (2 <sup>nd</sup> shift) | \$1.00 per hour |
| Weekday nights (3 <sup>rd</sup> shift)   | \$2.00 per hour |
| Weekend days                             | \$1.00 per hour |
| Weekend evenings                         | \$2.00 per hour |
| Weekend nights                           | \$3.00 per hour |

#### 11.5 Higher Pay for Higher Classification of Work:

11.5.1 An employee may be temporarily assigned to work in any position in a higher classification, if the need arises during a workday. Any employee who is temporarily assigned to work of a higher classification for which a higher rate of pay is applicable shall, if he performs such work for a minimum of one full hour, be paid at the minimum of the higher range or 3% above the employee's regular base wages, whichever is greater.

11.5.2 Payments made under this provision shall be for hours actually worked in the higher classification. Non-productive time such as holidays and sick and vacation leave shall not be compensated for at the higher rate.

11.5.3 Should an employee be temporarily assigned to work in any lower classification, he shall not suffer any reduction in his negotiated rate of pay while so working.

#### 11.6 Stand-by Pay

11.6.1 The parties agree that the following program will continue for the term of the 2008-2011 collective bargaining agreement.

The stand-by payment will be \$15 per day on weekdays and \$22.50 per day on weekends and observed holidays. In order to qualify for this payment, employees must be designated by their Department Head, or designee, to be on stand-by. The Department Head will make stand-by assignments from qualified volunteers when possible. The length of time they are designated



to be on stand-by will be determined by the Department Head or designee.

While on stand-by employees will be expected to carry a beeper and may respond to questions over the phone. They are also expected to report to the work site as needed. They will be paid in accordance with Article 11.3.1 if it is necessary for them to report to the work site. Except for these requirements employees are free to go about their activities as usual.

## **12. HOLIDAYS:**

12.1 The following holidays shall be paid holidays for all employees covered by this Agreement:

- |                           |                                    |
|---------------------------|------------------------------------|
| 1. New Year's Day         | 8. Columbus Day                    |
| 2. Martin Luther King Day | 9. Veteran's Day                   |
| 3. Presidents Day         | 10. Thanksgiving Day               |
| 4. Patriot's Day          | 11. Day following Thanksgiving Day |
| 5. Memorial Day           | 12. Christmas Eve (1/2 day)        |
| 6. Independence Day       | 13. Christmas Day                  |
| 7. Labor Day              |                                    |

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

12.3 For seven-day coverage employees, the Christmas and New Year's Day holidays will be celebrated on the actual holiday, not the day of observation.

12.4 For employees whose scheduled work week is the five days, Monday through Friday, the 1/2 day Christmas Eve holiday is to be observed only when the Christmas holiday falls on a Tuesday, Wednesday, Thursday or Friday.

12.5 If an observed holiday occurs during the work week in which an employee is actually on scheduled vacation, the employee will not be charged a vacation day for the day of the observed holiday. This applies to part-time employees only if the observed holiday falls on an employee's regular work day.

12.6 If a holiday falls on an employee's regularly scheduled day off, the employee will receive **equivalent hours of base Holiday pay** ~~a day off with pay at a later date~~ providing that employee is a full-time (37.5 or 40 hour) employee.

- 12.7 Part-Time Employees: All part-time employees regularly scheduled to work 18.75 hours per week or more shall be entitled to holiday pay only if an observed holiday falls on their regularly scheduled workday. Except as provided in 12.9 below, they shall be paid only for the number of hours which they are regularly scheduled to work on that day of the week.
- 12.8 Holiday Premium Pay: Except as provided in Appendix B for part-time employees, employees who are required to work on an observed holiday (or the actual Christmas and New Year's Day holidays in the case of seven day coverage employees) shall be paid their base holiday pay plus one and one-half (1-1/2) times their regular rate in cash or, at the employee's option in compensatory leave for all hours worked during the normal work shift of that employee. The use and disposition of compensatory leave upon separation shall be the same as provided in Paragraph 11.2.7 of "REGULAR HOURS...". ~~and the combined total accumulation of compensatory leave under this Article and Article 11 shall not exceed ninety (90) hours, unless more is approved by the appropriate Department Head.~~
- 12.9 Employees who work ~~irregular~~ schedules **other than the standard work schedule** will receive ~~a maximum of 9.5 hours of~~ base holiday pay **equal to the number of hours the employee would be scheduled on the holiday.** ~~and will adjust their weekly schedule as necessary to equal their regular standard hours.~~

### **13. VACATIONS:**

- 13.1 Vacation leave shall be earned at the rate of 1.44 hours per week in the first through the second year of service; 2.16 hours per week in the third through the sixth year of service; 2.88 hours per week in the seventh through nineteenth year of service; and 3.60 hours in the twentieth and succeeding years of service. The weekly earnings rate shall be adjusted in the final week of the calendar year in accordance with the annual accrual amounts of 75 hours, 112.5 hours, 150 hours and 187.5 hours.
- 13.2 Vacations shall be scheduled by the Department Head so as not to interfere with normal work-flow requirements as determined by said Department Head. Subject to the foregoing, seniority of employees within the division will be the basis for scheduling vacations.
- 13.3 Maximum Accumulation:

Employees may accumulate, or carry over, earned vacation time on the following basis:

- a. All employees hired prior to January 1, 1979, with no break in City service

through December 31, 1989, may accumulate up to a maximum of 240 hours of vacation leave.

- b. All employees hired on or after January 1, 1979 may accumulate up to a maximum of 160 hours of vacation leave.
  - c. Employees who have reached twenty (20) years of service and who were hired on or after January 1, 1979 may accumulate up to a maximum of 200 hours of vacation leave. The payout for vacation leave for this section will be a maximum of 160 hours.
  - d. Employees shall not earn, or carry on the books, more than the applicable maximum accumulation, including any time converted from sick leave to vacation leave pursuant to Article 16.5.
  - e. In determining the amount of vacation time an employee can accumulate, only continuous permanent service shall be considered.
  - f. Pro-ration of the above vacation earnings and accumulation for employees working less than a 37.5 hour week shall be as determined by the Director of Human Resources.
- 13.4 Vacation Call-In Pay: Employees who are actually on scheduled vacation and are called in to work once the vacation has started shall be paid at a rate of two and one-half (2 ½) times their regular hourly rate for all hours worked up to eight (8) hours. Any hours worked in excess of eight (8) hours during vacation call-back time shall be compensated at a rate of three (3) times the employee's regular hourly rate. In addition, the employee called in from vacation shall have his/her time lost from vacation rescheduled.

## **14. INSURANCE:**

### 14.1 Life Insurance:

- 14.1.1 The present practice with respect to City and Pro-Tech employees' participation in the cost of MainePERS Basic Group Life Insurance and Accidental Death and Dismemberment Insurance will continue. Dependent and Supplemental life insurance is also available at the employee's expense for those who participate in the group life insurance plan. The City reserves the right to obtain benefits substantially equivalent to the basic Maine Public Employees Retirement System Group Life Insurance Plan from an alternative source and to offer said alternative plan on the same terms as above during the life of this Agreement.

14.1.2 The City agrees to continue life insurance deductions on a pre-tax basis as provided by the Internal Revenue Service.

## 14.2 Medical Insurance

14.2.1 The City provides a self-insured health insurance benefits program with claims administration by a third-party administrator. ***Effective no sooner than January 2017, changes to the City's health plan will be implemented incorporating the principles of a value-based insurance design.***

***14.2.1.1 First year of implementation of the changes to the City's health plan shall include a two hundred dollar (\$200) deductible for the single plan and four hundred dollar (\$400) deductible for the family plan per year.***

***14.2.1.2 The second year of implementation of the changes to the City's health plan shall include a four hundred dollar (\$400) deductible for the single plan and eight hundred dollar (\$800) deductible for the family plan per year.***

***14.2.1.3 The City agreed to establish a reserve account of one hundred fifty thousand dollars (\$150,000) to be used as outlined by the Health Insurance Advisory Committee.***

14.2.2 For employees who are hired into a permanent position prior to March 1, 1985, the City will pay the full cost of the medical insurance premium for an individual or family subscription as appropriate per employee as outlined in section 18.2.5 below. ***Such employees are encouraged to participate in the City's Wellness Program but are not required to do so.***

14.2.3 For employees who are hired into a permanent position on or after March 1, 1985, the City will pay the full cost of the medical insurance premium for an individual subscription per employee and for one-half (1/2) of the cost of the family subscription for an employee who is eligible for and who elects to have said family medical insurance coverage. Employees are responsible for the full payment of the +19 premium. Effective January 1, 2005 there will be no separate +19 premium and the City will pay fifty-three percent (53%) of the difference between the cost of the individual subscription for an employee who is eligible for and who elects to have said family medical insurance. ***Effective no sooner than January 2017, the City will pay 85% of the medical insurance premium for an individual subscription per employee. Annually, the employee will have the opportunity to earn up to a 15% premium credit by meeting the five (5) requirements of the City's wellness program that consist of completing a health risk assessment (3%), completing biometric testing (3%), meeting with a health coach***

***(3%), documenting fitness related activity (3%), and being tobacco free or enrolled in a smoking cessation program (3%).***

14.2.4 The City will pay, or share in the payment of in the case of permanent part-time employees, or employees eligible for insurance under subsection 3 above, only the subscription level to which an employee is entitled by virtue of the number of people he/she may insure. However, employees who are members of the same family and eligible for more than one family subscription will be entitled to full or part payment, as appropriate, from the City for no more than one family subscription, with other family members entitled only to individual subscriptions. Said subscription shall be on the same terms and conditions as specified in subsections 18.2.1 - 18.2.4 above.

14.2.5 The City will provide the Association with thirty (30) days prior notice of any change in insurance provider, and the Union shall have ten (10) days thereafter within which to comment on such change.

14.2.6 The City shall begin payment on health insurance premiums on the first of the month following the employee's date of hire. ***Upon separation, any balance due for that month's employee premium will be deducted from the employee's final paycheck or balance billed if the final paycheck is insufficient to cover the amount due.***

14.2.7 Re-opener: Notwithstanding any provision of this Agreement, either party may reopen this health insurance article and the salary article **on or after July 1, 2006**. The salary article shall only be reopened if the health insurance article is renegotiated and upon request of either party.

14.2.8 The City agrees to continue dependent care health benefit deductions on a pre-tax basis as provided by the Internal Revenue Service. The City further agrees to ***continue pre-tax health care flexible spending*** accounts.

14.2.9 Except as provided in 14.2.10.1 below, the City agrees to continue health care benefit deductions on a pre-tax basis as provided by the Internal Revenue Service.

14.2.10 For the purposes of this article "family" is defined as spouse or domestic partner, and dependents. To enroll a domestic partner on the City's health insurance plan, the employee must satisfy the City's eligibility requirements for claiming an individual as a domestic partner.

14.2.10.1 The portion of the employee's health insurance contribution for domestic partner coverage as outlined in 18.2.3 above will be taken on a post-tax basis.

14.2.10.2 The City's contribution to the premium cost for domestic partner coverage and coverage of dependents of the

domestic partner will be reported as imputed income at year end, in accordance with Internal Revenue Service regulations, and will be calculated into the employee's gross earnings as taxable wages.

14.3 Income Protection and Dental Insurance Deductions:

14.3.1 The City agrees to provide an income protection plan of its own choosing for employees and to permit employees to participate in such program at their own cost and through payroll deductions. The City reserves the right to modify its income protection plan at any time.

14.3.2 Employees may participate in any dental insurance plan which may be made available to employees at their own cost and through payroll deductions. Employees may enroll a spouse and dependent children on the plan; employees may enroll a domestic partner on the plan providing the employee satisfied the City's eligibility requirements for claiming an individual as a domestic partner. In no case shall the City be required to make a dental insurance plan available to employees.

**15. PENSIONS:**

15.1 The City is a participating local district under the Maine Public Employees Retirement System (MainePERS). Permanent/project employees who work a normal work week of 21 hours or more per week are required to join the retirement system program in accordance with the MainePERS Rules, or join the City's alternative ICMA-RC 401(a) plan as provided below. The employee's decision to join either plan is irrevocable for all periods of employment with the same employer as per MainePERS laws and rules.

15.1.1 The City shall continue to participate in the Maine Public Employees Retirement System (MainePERS) Regular Plan, Rule 94-411, Chapter 803, Sec. 7, (Regular Benefit Plan AC). The City further agrees to continue to participate in the cost of pension payments under the options presently in effect. The MainePERS Board of Trustees may establish by rule the rate at which members (employees) who participate in the Consolidated Plan contribute to that plan.

15.1.2 The City currently offers an ICMA 401(a) defined contribution qualified pension plan to new hires and current employees as an alternative to participation in the Maine Public Employees Retirement System (MainePERS) defined benefit plan. Each participant has a plan account to which employee and employer contributions are made. Plan benefits are based on the total amount of money in the participant's account at

retirement or eligible event. Maine Revised Statutes Title 5, Section 18252-B sets forth the employee and employer contribution rates.

- 15.2 The City agrees to continue to participate in a qualified deferred compensation plan for permanent part-time employees who work 20 hours or less per week. The deferred compensation plan provides for immediate vesting and optional withdrawal of the account balance upon the employee's termination.
- 15.3 Probationary Buy-Back Option: Any employee hired prior to July 1, 1984 may, at their own expense, buy-back both their share and the City's total contribution obligation for their initial six (6) months of employment in which they were excluded from membership in the Maine Public Employees Retirement System. The Association acknowledges that the City shall have no financial obligation under this voluntary buy-back provision.
- 15.4 The City agrees to continue pension deductions on a pre-tax basis as provided by the Internal Revenue Service.

**16. SICK LEAVE:**

- 16.1 Sick leave shall accrue at the rate of 1.73 hours for each full payroll week of service accumulative with unlimited accumulation. The weekly earnings rate shall be adjusted in the final week of the calendar year in accordance with the annual accrual amount of 90 hours.
- 16.2 Employees who have been injured while performing an official duty shall be paid for the time lost on the day of injury. Such pay will not extend beyond the normally scheduled work shift, exclusive of compensatory time. Such time lost will not be charged to sick leave.
- 16.3 Sick leave may be used only in the following cases:
  - a. Personal illness or physical incapacity, including pregnancy or related disability (including, but not limited to, miscarriage, abortion, childbirth, child-rearing, and recovery therefrom), which is defined as a condition of such a degree as to render the employee unable to perform the duties of his or her assigned position, or of any other work the employee is capable of doing and to which he or she is assigned, provided the employee accepts such other assignment. If requested, the employee shall furnish the Department Head a certificate from the attending physician.
  - b. Attendance upon members of the family within the household of the employee, including relatives of the domestic partner, when their illness requires care by such employee not to exceed twelve (12) days per year.

If requested, the employee shall furnish the Department Head a certificate from the attending physician.

- c. Attendance upon members of the immediate family not living within the household, including relatives of the domestic partner, when the provisions of Article 18.7 are met. Such requests will be processed as Family Medical Leave requests and all provisions of Article 18.7 will apply to such requests.

d. ***Scheduled medical and/or dental appointments***

16.4 Employee who wish to use sick leave to care for a domestic partner or member of his/her family in accordance with 16.3 about must satisfy the City's eligibility requirements for claiming an individual as a domestic partner, including domestic partner and his/her relatives who live within the household of the employee.

16.5 Abuse of sick leave shall be grounds for disciplinary action.

16.6 Conversion to Vacation Leave:

Any permanent employee working the standard work week who uses the equivalent of two or fewer sick days within any consecutive 12 month period may elect to convert six days (45 hours) of accrued sick leave to five days (37.5 hours) of vacation leave. (For 40 hour work week employees, they may elect to convert 48 hours of accrued sick leave to 40 hours of vacation leave).

Alternatively, an employee who has 12 or more years of permanent City service and a sick leave balance of no less than ~~768~~ 720 hours, may elect to convert six days (45 hours) of accrued sick leave to five days (37.5 hours) of pay at their regular hourly rate. . (For 40 hour work week employees, the sick leave balance must be 768 hours and they may elect to convert 48 hours of accrued sick leave to 40 hours of pay at their regular hourly rate).

Employees may make one of the above elections only once for any consecutive 12 month period, and only once during any 12 month period.

The conversion of sick leave to vacation leave shall not be permitted if doing so would result in exceeding the maximum permitted vacation accumulation.

The Director of Human Resources shall determine the rates applicable for the conversions outlined above for permanent employees working other than the standard work week of 37.5 hours, and the pro-ration of the above conversion rates for part-time employees.



16.7 Conversion to personal leave:

Any permanent employee working the standard work week who has been employed by the City for twelve (12) consecutive months as of the beginning of the fiscal year is eligible to convert up to two (2) days or sixteen (16) hours of previously earned sick leave to an equivalent amount of personal leave. Eligible employees may make that election during the months of July for that fiscal year. Employees who reach their one (1) year anniversary during the fiscal year may make their election during their anniversary month for that year only.

Sick leave will be converted to personal leave at the time the conversion is elected. The personal leave balance will change as personal time is used. At the end of each fiscal year, each employee may elect one of the following options: (1) convert unused personal leave to sick leave; or (2) retain unused personal leave for use in the next fiscal year; or (3) convert additional sick to personal leave, but in no event shall the employee's personal leave balance exceed two (2) days at any time. Neither conversion of sick leave to personal leave or the subsequent use of personal leave under this section shall be considered to be use of sick leave for purposes of Section 16.5.

The employee will give the Department Head or designee as much advance notice of the use of personal leave as the circumstances permit; and in any case the employee will notify the Department Head or designee of the use of personal leave in the same manner as required for sick leave. When using personal leave time, the employee is not required to give the reason for use of such time.

Personal leave balances are not payable at separation from employment. However, an employee shall have the option at separation to convert unused personal leave to sick leave.

**17. LEAVES OF ABSENCE:**

17.1 Short-Term Leave of Absence:

17.1.1 A regular employee may be granted a leave of absence without pay by a Department Head when approved by the Director of Human Resources, for a period deemed necessary by the employee for the purpose of the leave, but not in excess of sixty (60) days. The employee requesting such leave must make written request at least two (2) weeks in advance of the date the leave is requested to begin, unless the reason for such a leave is of such an emergency nature as to preclude this requirement.

## 17.2 Special Leaves (Long Term):

17.2.1 The City Manager, upon the recommendation of the Department Head and the Director of Human Resources, may authorize special leaves of absence with or without pay for any period or periods not to exceed one (1) calendar year for the following purposes: attendance at college, university or business school for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the City service; urgent personal business requiring the employee's attention for an extended period, such as settling an estate, liquidating a business; or for purposes other than the above that are deemed beneficial to the City service. The employee requesting such special leave must make written request at least two (2) weeks in advance of the date leave is requested to begin, unless the reason for such leave is of such an emergency nature as to preclude this requirement.

## 17.3 Disability ~~Extended Medical Leaves of Absence:~~

~~17.3.1 When disabled, an eligible employee may be placed on a leave of absence not to exceed three (3) months if (a) either he or his attending physician requests same, or (b) his attendance or performance becomes unsatisfactory because of the disability. Should the Department Head determine that an employee's attendance or performance is unsatisfactory because of a disability, the employee may be required to take a leave of absence. In making such a determination, the Department Head shall place major emphasis upon the recommendation of the employee's physician, as the recommendation concerns his health and physical capabilities. In the event the employee does not have a physician, the Department Head may direct the employee to go to a physician selected by the City. In order that such physician shall have the necessary facts upon which to base his recommendation, the Department Head and the Director of Human Resources shall furnish the physician with a statement concerning the requirements of the job and the conditions under which it is performed. In any instance in which the Department Head requires the employee to go on leave of absence, if the affected employee files a grievance, the burden of proof shall then be upon the City as to correctness of such determination. In the event such determination is found to be unjustified, the employee involved shall be reimbursed for all lost time and/or restored all lost sick leave credits.~~

Should an employee not be eligible for or have otherwise exhausted other available leave, such as FMLA, or require an extension of leave due to a disability or serious health condition, the employee may be eligible to take a leave of absence pursuant to this section where medically necessary. All leave requests will be reviewed pursuant to applicable state and federal

law including but not limited to the Family Medical Leave Act and the Americans with Disabilities Act. Pursuant to the Americans with Disabilities Act (the "ADA") and other applicable Maine law, the City shall provide a reasonable accommodation for a qualified employee with a disability, unless such accommodation would cause an undue hardship on the City. In some instances, a reasonable accommodation may take the form of an extended unpaid leave of absence. The employee must inform the City of the need for an accommodation and should do so as soon as practicable upon becoming aware that a workplace barrier exists. If the need for an accommodation is not obvious or the employee has not already provided information to substantiate his or her qualifying medical condition, the City may request documentation of the individual's medical condition. The City may request clarification concerning the nature of the medical condition and the employee's limitations in order to identify an appropriate reasonable accommodation. The City and the employee shall engage in an interactive process to determine an effective reasonable accommodation within as quick a timeframe as is practicable under the circumstances.

If leave is determined to be necessary, the initial ~~twelve (12)~~ week period of disability will be processed as Family Medical Leave ~~twelve (12) weeks~~ under the Federal law or ~~ten (10) weeks~~ under the Maine law, if the disability is ~~covered by a serious health condition as defined by the Family Medical Leave Act~~ and the employee is otherwise eligible.

- 17.3.2 Except for emergencies, the employee shall submit written notification to his/~~her~~ ~~Department Head~~ **respective Human Resources representative** at least two (2) weeks prior to his/~~her~~ anticipated departure stating the probable duration of the leave. The ~~Department Head~~ **Human Resources representative** may require the employee to provide a statement from his/~~her~~ physician setting forth (a) the anticipated duration of the disability, and (b) whether he/~~she~~ may continue to perform his work assignments.
- 17.3.3 Upon written request of the employee submitted to his/~~her~~ ~~Department Head~~ **Human Resources representative** at least two (2) weeks prior to the expiration of the granted leave, and at the discretion of the City Manager, after recommendation of the Department Head and the Director of Human Resources, a disability leave of absence without pay may be extended or renewed for an additional period of time.
- 17.3.4 Disability leaves of absence, including extensions and renewals, ~~shall not exceed a total of twelve (12) months duration~~ **will not be approved in excess of twelve (12) months from the start of the leave. At the expiration of the twelve months, any requests for extension beyond twelve (12) months will be evaluated according to physician recommendations and in accordance with applicable law.**
- 17.3.5 Accumulated sick leave benefits shall be applied to any portion of the

requested or required leave so eligible at the option of the employee, but cannot be used to extend a disability leave beyond the twelve (12) month period.

17.3.6 Disabilities caused or contributed to by pregnancy are, for all job-related purposes, temporary disabilities. Requests for pregnancy leave shall be made under paragraph 17.3.1, Disability Leave.

17.4 Failure on the part of an employee to return to work on the expiration of the granted leave without having arranged for an extension or absence from work without a written request for an approval of an extension of the leave shall be deemed a resignation from service.

17.5 Employee's requests for leaves of absence under this Article shall not be denied in an arbitrary or capricious manner.

17.6 For leaves of absence taken in accordance with this article, the City will continue the employee's health insurance coverage, and the employee may use accrued sick or vacation credits during such leave. The employee will accrue holiday, vacation or sick leave credits during the first twelve (12) weeks of such leave, regardless of whether or not the employee is using any accrued sick or vacation leave during such time. After the first twelve weeks, there will be no further accrual of holidays, sick or vacation leave. Seniority, however, will accrue during the term of the leave.

## **18. OTHER LEAVE:**

18.1 Bereavement Leave: An employee shall be excused from work for up to five (5) work days because of death of a child, spouse, domestic partner or child of domestic partner and up to three (3) calendar days because of death in their immediate family, as defined below, and shall be paid their regular rate of pay for the scheduled working hours missed. Not more than seven and one-half (7 ½) hours per day shall be paid for under this Article. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral. Immediate family is defined to mean spouse, parents, children, foster children, brothers, sisters, half- brothers, half-sisters, mother-in-law, father-in-law, grand-parents, grandchildren, step-children, step-parents, sister-in-law, brother-in-law, and other relatives living in the employee's household. Immediate family also includes member of domestic partner's family similarly related providing the employee meets the City's eligibility requirements for claiming an individual as a domestic partner. An employee may use up to three (3) more days of bereavement leave, chargeable to sick leave, immediately annexed to the first three (3) calendar days if in the sole opinion of the

Department Head the additional time is needed for travel or because of other extenuating circumstances.

18.2 Funeral Leave: In the event of the death of an uncle, aunt, first cousin, niece, or nephew, one (1) day (up to seven and one-half (7 ½) hours) may be used for attendance at the funeral. One day (seven and one-half hours) of funeral leave may be used to attend funeral of relative of domestic partner providing the employee meets the City's eligibility requirements for claiming an individual as a domestic partner.

18.3 Jury/Witness Duty Leave:

18.3.1 An employee shall be excused from work when required to respond to a summons for jury duty, to serve as a juror, or to attend court for prospective jury service. In such cases, the City agrees to pay the employee the difference between his regular pay and juror's pay, under the following procedure:

- a. The employee will continue to be paid his regular weekly wages during the time he is fulfilling his obligations as a juror.
- b. The employee will provide the City with an official statement of his juror's pay as soon as possible.
- c. If such juror's pay is less than the employee's regular pay for the period served as a juror, the employee shall submit to the City the entire amount of the juror's pay.
- d. If such juror's pay is equal to or greater than the employee's regular pay for the period served as a juror, the employee shall submit to the City that amount of the juror's pay which is equal to the amount paid to him by the City for the period served as a juror.

18.3.2 Employees who are subpoenaed to appear as a witness in a case, other than as a plaintiff, shall be excused from work and shall be paid his regular weekly wages during the time he is required to be at court to be a witness. The employee agrees to turn over all witness fees received for such appearances and to turn over such fee to the City upon its receipt on the same terms outlined in Paragraphs (c) and (d) above.

18.3.3 Employees required to report for possible jury duty or as a witness agree to inform the City as soon as possible of such notice to report and any subsequent obligations and to return to work promptly after such jury or

witness duties are completed.

- 18.4 Military Leave: Military leave and any right to re-employment after such leave shall be available to employees under the terms and conditions of applicable federal and/or state law. Any person restored to service under such law shall be restored with accrued seniority. However, no vacation, sick leave or other benefits shall accrue during the period of the employee's absence while in the military service to the point of restoration to City service.
- 18.5 Reserve Service Leave: Reserve service leave shall be available to employees who are members of the organized military reserves or National Guard, under the terms and conditions of applicable federal and/or state law. For any period of Reserve Service Leave of up to three (3) weeks in any calendar year, the City will pay the difference between the employee's total service pay for said field duty and the employee's regular compensation, the sum of both payments to equal the regular week's pay of the employee had he/she been in the City service during this period. The employee using Reserve Service Leave shall furnish his/her Department Head with an official statement of reserve service pay received.
- 18.6 Any disputes as to rights under applicable federal and/or state law in regard to military leave and reserve service leave are not arbitrable but may be determined by a court of competent jurisdiction.
- 18.7 Family Medical Leave:
- 18.7.1 **Consistent with the applicable state or federal Family and Medical Leave law, employees may be eligible for unpaid, job-protected leave of up to twelve (12) weeks. Requests for leave pursuant to this provision shall be made to the appropriate department Human resources representative and will be administered in accordance with the applicable law, as may be amended from time to time.** An employee who has been employed for twelve (12) consecutive months and has worked 1250 hours in the last twelve months is **may be** entitled to up to a total of twelve (12) weeks of Family Medical Leave in any twelve (12) month period. The twelve month period during which this entitlement may occur is measured backward from the date of the employee's current request for leave to begin. The leave shall be an unpaid leave unless the employee elects to use accumulated vacation leave or accumulated sick leave. The employee must give at least 30 days notice of the intended date upon which Family Medical Leave will commence and terminate, unless prevented by medical emergency from giving that notice. Leave may be consecutive, intermittent, or on a reduced hour schedule if the employee and the City agree, or if medically necessary. Upon request, the employee shall

provide medical certification, in the form of a completed City of Portland Health Care Provider Certificate Form, of the need for the leave. FMLA leave is governed by the requirements of the state and/or federal FMLA laws, as they apply. If the requirements, benefits, definitions and/or scope of FMLA changes during the term of this Agreement, such changes are automatically incorporated by this Agreement.

18.7.1.1 Employees may obtain specific information pertaining to state and/or federal FMLA laws, requirements, benefits, definitions and/or scope of FMLA changes through the Department of Labor (DOL) web site, which may be accessed by [www.portlandmaine.gov](http://www.portlandmaine.gov) > Departments > Human Resources > Policies > Family Medical Leave > U.S. Department of Labor.

18.7.2 Employees who request to use Family Medical Leave for the purpose of caring for a domestic partner or child or parent of a domestic partner must satisfy the City's eligibility requirements for claiming an individual as a **registered** domestic partner.

## **19. UNUSED SICK LEAVE UPON RETIREMENT, LAYOFF, RESIGNATION, OR DEATH:**

### 19.1.1 Retirement Benefits

When an employee retires from continuous permanent active service with the City and is immediately eligible for retirement benefits, he or she shall be entitled to receive an amount equal to his salary at the time of retirement for one-half (1/2) of the accumulated sick leave up to a maximum of ninety (90) days of pay, provided the employee has a minimum of sixty (60) days of unused sick leave accumulated. Retiring employees with less than sixty (60) days shall not receive any payment.

### 19.1.2 Layoff Benefits:

When an employee is laid off from continuous permanent service with the City, the employee may elect to receive an amount equal to his salary at the time of lay-off for one-half (1/2) the number of days for unused sick leave which the employee has accumulated, provided that the maximum payment shall not exceed an amount equal to wages for ninety (90) days.

19.2 In the event of death before retirement of an employee covered by this Agreement, unused sick leave shall be paid, subject to the limitations set forth

above for retiring persons, as follows:

19.2.1 To a beneficiary designated in writing by the employee providing that the designation is in a form approved by the City and is on file in the employee's personnel file in Human Resources at the time of death. The City reserves the right to maintain the payment in escrow in the event of any dispute as to entitlement to such payment.

19.2.2 If there is no such designated beneficiary on file, then payment shall be made to:

- a. If said employee leaves a widow or widower, with whom he or she was living at the time of death, then to such widow or widower.
- b. If no such widow or widower, then to any surviving child or children in equal parts (including adopted children), or in the case of a minor child or children, to the guardian thereof.
- c. If no such widow, widower, child or children, then to the surviving parent, or parents, if any, of such employee.
- d. If no such survivors under paragraphs a-c above, then to the estate of the employee.

19.3 In the event of death in the line of duty of an employee, the City shall pay one hundred percent (100%) of the total accumulated unused sick leave balance, up to the maximum of one hundred eighty (180) days, in the order outlined in paragraph 19.2 above.

19.4 For resigning employees of good standing with more than three (3) but less than ten (10) years of continuous permanent service with the City, payment shall be one-fifth (1/5) of accumulation with a maximum payment of twenty-four (24) days; for resigning employees of good standing with ten (10) or more years of continuous permanent City service, payment shall be one-half (1/2) of the accumulation with maximum payment of forty-five (45) days. A good standing resignation is considered to be two (2) weeks notice of resignation.

## **20. CLOTHING:**

20.1 The City will continue to provide lab coats to Public Health staff upon request. Replacement shall be provided by the City on an "as needed" basis as determined by the Director of Health and Human Services or his/her designee.



Said Director or designee shall determine what is required and may promulgate guidelines concerning clothing which are not inconsistent with this Agreement.

- 20.2 The employees agree that uniforms and/or clothing furnished to them by the City shall be worn while on duty for the City and only while on City duty. The employees further agree that such clothing shall be reasonably maintained to present a neat and clean appearance.
- 20.3 The City will provide the Aquatics Supervisor with one (1) pair of gloves, one (1) pair of boots, two (2) pairs of coveralls, or one (1) rain jacket and one (1) pair of rain pants. Thereafter, replacements will be made at the discretion of the Director of **Parks**, Recreation and Facilities Management or his/her designee.
- 20.4 Individual Division Heads shall have the authority to determine appropriate footwear and outerwear for employees in their divisions. The City agrees to **reimburse pay** all engineering personnel covered by the Department of Public Services **Works** Safety Work Rule on work boots, the Facilities Tech Coordinator and Project Engineer at the Jetport, and **Facilities Management** employees in the **Parks**, Recreation and Facilities Management Department **and Shelter Attendants** up to one hundred sixty dollars (\$160.00) per fiscal year to purchase OSHA and ANSI approved safety footwear and eyewear. Footwear purchases may include inserts. Employees are expected to report to work with the appropriate safety footwear necessary to perform their job. Engineering, the Facilities Tech Coordinator and Facilities Management employees whose job requires them to work outside for extended periods of time may use a portion of their annual footwear allowance to maintain or supplement the initial purchase by the City of outerwear consisting of either an insulated jacket or insulated coveralls (Carhartt or like).
- 20.4.1 The City will provide an insulated jacket or insulated coveralls to new Engineering employees upon completion of their probationary period.
- 20.5 The parties mutually agree that the City shall provide three (3) long sleeve shirts and three (3) pairs of pants to the Parking Garage Site Manager. The employee shall maintain such clothing to present a neat and clean appearance. This clothing shall be worn while on duty for the City and only while on duty for the City. Replacements shall be provided by the City on an "as needed" basis as determined by the Parking Manager or his/her designee up to a maximum of 3 uniforms per year. A jacket is also provided to the employee in the above job classification for wear at the worksite. The jacket is left in the office area at the end of the work day.
- ~~20.6 Public Services employees who participate in winter operations, and who are not otherwise eligible for a boot allowance, will receive a one hundred dollar (\$100)~~

~~initial boot allowance. Replacements will be on an "as needed" basis as determined by the Department Director or designee.~~

- 20.6 The Public Services Director may extend the provisions of 20.4 to non-engineering personnel whose work involves regular exposure to foot hazards. The appropriate Division Head will determine what constitutes appropriate footwear.
- 20.7 The City agrees to reimburse the Developmental Review Coordinator in the Planning Division an amount not to exceed \$160.00 per fiscal year for the purchase of OSHA and ANSI approved safety footwear. The Department Head or designee will determine what constitutes appropriate footwear.
- 20.8 Effective the first full pay period in July 2017, anyone previously listed that is eligible for the safety footwear will receive a lump sum payment of one hundred sixty (\$160.00) for the purchase of safety footwear or eyewear. Any new employees will receive the the lump sum payment after the six month probationary period has been met and then annually in July. Any rollover provisions for safety footwear currently in place will cease effective June 30, 2017.

## **21. FILLING OF JOB VACANCIES:**

- 21.1 For purposes of this Article, a job vacancy shall be determined to exist only after official City approval to fill the vacant position has been obtained. Except as provided below in 21.1.1, job vacancies shall be posted on Departmental bulletin boards for a minimum of seven (7) working days and a copy shall be forwarded to the President of the Association. The selection criteria shall be used to determine if candidates, in-house or outside, are qualified for the position. The selection criteria applied shall be in accordance with the current job description, job specification, and posting. If there are qualified applicants and unless there are unusual or emergency circumstances, the vacancy 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 sole discretion it is necessary to do so, but to a date not to exceed **sixty (60)** calendar days from the application closing date.
  - 21.1.1 The City is not required to post job openings prior to offering that opening to a bargaining unit employee in order to fulfill its requirement to make reasonable accommodation in accordance with federal or state law.
- 21.2 Employees in any City Department may apply for unit vacancies which are posted. The City will evaluate applicants who have submitted an application by

the posted submission deadline as follows:

- 21.2.1 In-house applicants who are in the same job classification as the posted position, but who work in another Division or Department, are considered to be suitable transfers and will receive first consideration providing the City determines that they are qualified in accordance with the selection criteria. In order to be considered a suitable transfer, the applicant must satisfy all requirements of work and necessary special requirements outlined in the selection criteria.
- 21.2.2 If there are no in-house applicants who meet the definition of suitable transfer, the City will evaluate all other applicants in accordance with the selection criteria. Between applicants including non-city employee applicants who the City considers to be equally qualified, the position will be filled by an in-house applicant.
- 21.3 Employees who have completed training courses satisfactorily as determined by the City shall be given a preference for promotion over other applicants, provided that the training relates directly to the duties and/or skills required for the promotional position, and the employee is otherwise qualified for the position.
- 21.4 If an individual unit applicant for a position has cause for disputing the choice of the City, the employee may appeal the City's action using the established grievance procedure.
- 21.5 Upon promotion an employee shall be compensated at the minimum of the appropriate pay grade range or shall be placed on the salary step which provides a minimum of a 5% salary increase, whichever is greater. The City in its sole discretion may credit newly promoted employees with experience for up to Step 5 on the Salary Scale for similar work with similar scope and responsibility and for credentials and licenses above the minimum required for the job. The employee's new anniversary date shall be as of the effective date of the promotion and subsequent step movement shall be in accordance with the collective bargaining agreement. At no time shall an employee be paid more than the maximum of the assigned pay grade range.

## **22. DISCIPLINARY PROCEDURE:**

- 22.1 Should any Department adopt disciplinary rules and work rules during the term of this Agreement, such rules will be posted within the Department.
- 22.2 All suspensions, demotions, and discharges shall be for just cause (including, but

not limited to, violations of any rules adopted as provided above) and written notice of the reasons for suspensions, demotions, or discharges shall be stated in writing to the employee affected and the Association's President within five (5) days after the effective date of the action.

22.3 Written warnings shall be removed at the employee's request from the personnel file after a period of two years provided there has not been a recurrence of that offense during that two year period.

22.4 Suspensions shall be removed at the employee's request from the personnel file after a period of five years provided there has not been a recurrence of that offense during that five year period.

**23. BULLETIN BOARDS:**

23.1 The City shall permit the reasonable use of bulletin boards by the Association for the posting of notices of non-controversial nature relating to Association business.

**24. ACCESS TO PREMISES:**

24.1 With the permission of the appropriate Division Head, such permission not to be arbitrarily withheld, representatives of the Association may enter City premises for the investigation of pending disputes under the contract. A list of authorized Association representatives who may enter City premises shall be furnished by the Association within forty-five (45) days of the effective date of this Agreement to the Department Heads, Division Heads, and Director of Human Resources.

**25. SENIORITY AND PERSONNEL REDUCTIONS:**

25.1 In the event of lay-offs, reductions will be by seniority and within classifications. Employees in an affected classification will be laid off solely on the basis of seniority. Seniority is defined as continuous permanent City service, both permanent full-time and permanent part-time. Project employees are excluded from this provision. They have no bumping rights and they may not be bumped. The least senior employee in the affected classification will be laid-off first. Employees faced with lay-off may exercise bumping rights in the following sequence:

- a. An employee who would be laid off will first be offered any equal vacant positions in the unit which the employee is qualified to perform, as determined by the City.

- b. If there are no equal vacancies to which the employee can transfer, he/she may bump the least senior employee in an equal position in the unit which the employee is qualified to perform as determined by the City.
- c. If there are no least senior employees in an equal position, the employee faced with lay-off may bump the least senior employee in a lesser position in the unit which he/she is qualified to perform, as determined by the City or may bump into a lesser vacant position in the unit.
- d. Notwithstanding their position on the seniority list, Association officers and Board of Directors, in the event of lay-off only, shall be the last employees to be laid-off, provided they can perform the work available. After other employees have been laid-off, and subject to the foregoing, officers and members of the Board of Directors shall be laid off in the following manner:

Board of Directors  
Secretary/Treasurer  
Vice President  
President

- e. Determinations by the City as to qualifications shall not be arbitrary or capricious.
- 25.2 Employees faced with lay-off may opt to accept the lay-off rather than exercising bumping rights as outlined above.
- 25.3 Any employee who transfers into a vacant position or who bumps into a position shall be compensated at the rate provided in this Agreement for that classification. No employee can transfer or bump into a promotional position.
- 25.4 Employees who are laid off will receive all separation pay they are entitled to, and will have a 15-month recall period to the classification from which they were laid off.
- 25.5 Temporary Breaks or Shutdowns: Seasonal breaks or temporary breaks in recreation programs resulting from financial constraints will not be deemed to be a lay-off of recreation employees considered as permanent under Appendix B, Section I. The temporary breaks or shutdowns shall be by program area. Permanent part-time employees will be affected by program shutdowns before permanent full-time employees. Such employees will be permitted to use any earned vacation time during such breaks. In the event of a partial shutdown of programs for the above temporary breaks, employees regularly assigned to the affected programs shall have no seniority, bumping, or recall rights to other

positions during such shutdown.

**26. SAFETY:**

- 26.1 The employees covered by this Agreement shall observe reasonable safety standards while on duty for the City. This shall include, but is not limited to, the wearing and use of safety equipment provided by the City and the observation of safety rules established and posted by the City. Failure to abide by such reasonable safety standards may result in disciplinary action.
- 26.2 Departmental Safety Committees shall function to establish and review safety procedures in the bargaining unit and will make advisory recommendations to Department Heads. The Department Head or designee shall respond to all written recommendations from the Safety Committee within thirty (30) days. The Safety Committee shall be composed of at least as many labor representatives as management representatives. The Union will appoint labor representatives and alternates to serve on departmental Safety Committees unless there is agreement between the City and the Union which modifies representation. The Workers Compensation/Safety Programs Manager or designee shall provide technical assistance to the Committee. The Workers Compensation/Safety Programs Manager or designee shall hold the tie-breaking vote regarding advisory recommendations to the Department Heads.
- 26.3 Departmental Accident Review Committees shall function to recommend accident prevention methods, determine preventability of employee vehicle accidents, and make recommendations for improvement to fleet safety policy. These departmental committees shall be composed of at least as many labor representatives as management representatives and will include a safety professional to chair the committee.

**27. ON-THE-JOB INJURIES:**

- 27.1 Employees who have been injured while performing an official duty shall be paid for the time lost on the date of injury. Such pay will not extend beyond the normally scheduled work shift, exclusive of compensatory time. Such time lost will not be charged to sick leave.
- 27.2 Transitional Work:
- 27.2.1 It is the goal of the City of Portland to assist an employee who sustains a work-related injury to return to the positions they held at the time of their injury. To that end, the City has defined specific work assignments or

“Transitional Work” that will be made available to those workers who, in the judgment of the City, will probably be able to return to “Regular Work” within three years of the date of injury. This decision will be based in part on information provided by health care professionals.

27.2.1.1 “Transitional Work” is defined as a temporary job assignment defeated for the purpose of this provision or a regular job assignment that has been modified to eliminate or significantly limit one or more of its essential functions temporarily for the purpose of this provision.

27.2.1.2 “Regular Work” is defined as the position the employee held at the time of injury or, in the event that position is not available, another suitable position.

#### 27.2.2 Eligibility:

Participation in the Transitional Work Program will be made available to injured workers of the City who have sustained injuries arising out of and in the course of their employment with the City when medical evidence demonstrates that participation in Transitional Work will assist the injured employee to return to Regular Work. Injured workers will be eligible for placement in the Transitional Work program for a period of up to three (3) years after the date of initial injury. In order to be eligible for assignment to Transitional Work, an employee (1) must have sustained an injury arising out of and in the course of employment with the then City of Portland; (2) must have the approval of a treating physician; and (3) must sign a Transitional Work Agreement. The City will provide Transitional Work within the injured employee’s department providing such work is available.

See Appendix G for a Transitional Work agreement.

#### 27.2.3 Duration of Assignment

An employee who meets the eligibility requirements in this policy will be assigned to the next available Transitional Work assignment and will be permitted to work up to ninety (90) days. If at the end of the ninety (90) day period, the employee has not been released to Regular Work, the employee will no longer be eligible for Transitional Work unless further medical evidence is presented that permits the City to believe that, with reasonable further periods of Transitional Work, the employee will probably be able to return to Regular Work. If such evidence is provided, the City may offer additional periods of Transitional Work for up to three

years from the initial date of injury.

If, during the course of the Transitional Work, it becomes evident to the City that the injured worker probably will not be able to return to Regular Work within three (3) year of the date of injury, Transitional Work may be terminated. Such employees retain any rights they may have under M.R.S.A. Sec 217 with regard to employment rehabilitation.

### 27.3 Re-employment within Three Years of Date of Injury:

27.3.1 If an employee becomes capable of performing the essential functions of the position held on the date of injury, with or without reasonable accommodation, within three years of the date of injury, the employee may return to work in that capacity. Upon return to work, the employee shall receive pay and benefits at the level he/she would have received if the injury had not occurred.

27.3.2 If the employee cannot return to the position held on the date of injury within three years of date of injury, the City will evaluate the employee's ability to perform other permanent assignments at an equal or lower pay grade within the bargaining unit.

27.3.3 Upon a determination of capability to work, the employee will provide the City with his/her current medical restrictions and the positions he/she wished to be considered for if unable to return to "Regular Work". If the employee is able to return to work for the City, but not in the position held at the time of injury, pay and benefits shall be determined by the City under the appropriate bargaining agreement and with concurrence of the bargaining unit representative. If the employee should return to a non-union position, the City's Non-Union Personnel Policy will determine pay and benefits.

27.3.4 The acceptance or refusal of appointment to a position other than the position held on the date of injury shall not terminate the employee's right to seek re-employment in the position held on the date of injury.

### 27.4 Termination of Employment:

27.4.1 In those cases in which an employee has been unable to perform all the essential functions of his/her Regular Work for three (3) years from the date of injury, the employee may be terminated from employment. The termination is non-disciplinary. In the event of termination, the employee will receive at least ninety (90) day notification of the termination process and , at the same time, will be requested to provide a current medical



report which assesses his/her ability to return to Regular Work within the ninety (90) day period.

27.4.2 In those cases where an employee is unable to perform regular work and health care professionals determine, at any point during the three (3) year period following date of injury, that the employee will be unable to return to regular work during the three (3) year period, the employee may be terminated from employment on or after eighteen (18) months following date of injury. This termination is non-disciplinary and the employee will receive a 90-day notification as described in 24.4.1.

27.4.2.1 In the event the City exercises its right to terminate as described in 27.4.2 prior to the three (3) years from date of injury, and providing the employee becomes capable of returning to Regular Work prior to the three (3) year date, s/he will be returned to work at the contractual rate of pay for the position or the same rate of pay as s/he was receiving at the time of termination, whichever is greater.

27.4.2.2 If unable to return to Regular Work by the date specified in the 90-day notification listed in 27.4.1, and providing the up-dated medical evaluation indicates a work capacity, the employee will provide the City with his/her current medical restrictions and the positions he/she wishes to be considered for as an alternative to termination. The provisions of 27.3 will apply if the employee is capable of performing another permanent budgeted position with the City that is available within the ninety (90) day period.

27.5 The references to the Workers' Compensation Act in this article are not intended to expand or contract any rights the City or its employees has under the Workers' Compensation Act. Notwithstanding the above, all parties reserve their rights under the Workers Compensation statute and other applicable State or Federal law.

27.6 Effective January 1, 2004, employees out on Workers' Compensation must pay their pension contribution based on the wage portion of the Workers' Compensation benefits that the employee receives. All pension payments will be made pursuant to the rules of the Maine Public Employees Retirement System (Maine PERS). If payment is not made within thirty (30) days of when the employee receives the Workers' Compensation benefit, the employee will be responsible for accrued interest until all contributions are paid.

27.6.1 Retirement service credit will be provided only for time for which

pension contributions have been made.

**28. JOB SPECIFICATIONS:**

28.1 The City agrees to submit any new or revised job specifications for positions covered under this Agreement to the President of the Association for Association review and recommendations. Said recommendations must be submitted to the Director of Human Resources within fifteen (15) working days after the mailing of said job specifications.

28.2 Employees may submit reclassification/reallocation requests to their Department Head or to Human Resources at any time. The requests will be reviewed and evaluated during contract negotiations or the annual budget process. When departments are reorganized or restructured, reclassification requests may be evaluated at times other than those listed above with the approval of the City Manager.

The Human Resources Department will perform the evaluation, which will include a personal interview with the employee, and will submit a recommendation to the City Manager for consideration. The decision of the City Manager shall be final and is not arbitrable on those requests processed outside of the collective bargaining process.

28.3 Reclassifications/reallocations will be effective through the budget as of the effective date of such budget.

**29. LEGAL AID AND PROTECTION:**

29.1 The City will, with the consent of the employee, assume the defense of and indemnify any employee against a claim which arises out of an act or omission occurring within the course or scope of his employment and for which the City is liable under the Maine Tort Claims Act, 14 M.R.S.A. 8101 et seq. up to the statutory limit of \$400,000. The City, in its discretion, may provide such defense and/or indemnification through a self-insurance program or through insurance coverage (limited to \$400,000, including costs, other than defense costs, for any and all claims arising out of single occurrence), to be purchased by the City.

29.2 The City will, with the consent of the employee, assume the defense of and indemnify any employee up to the statutory limit of the Maine Tort Claims Act against any claim which arises out of an act or omission occurring within the course or scope of his employment and for which the City is not liable, provided that such defense or indemnification is not contrary to public policy, and the City

determines that the employee acted in good faith and did not willfully or knowingly violate any ordinance, rule, or regulation of the City or State or Federal law.

- 29.3 In all cases in which the City has assumed the defense of an employee, the City, acting through its Corporation Counsel, has the right to arrange, at the City's expense, for an attorney selected by the Corporation Counsel to defend the employee. Further, in all cases in which the City has assumed the defense of an employee, the Corporation Counsel may, in his/her discretion, authorize and accept settlement of the case. Corporation Counsel reserves the right, in his/her discretion, to consult with the City Council prior to settlement in any particular case.
- 29.4 It is a condition of the City's obligation to defend and/or indemnify an employee hereunder that the employee fully cooperate with the City in any claim by or against the City, regardless of whether the employee works for the City at the time that the claim is filed. "Full cooperation" hereunder shall include, without limitation, providing information to the City and its attorneys (including attorneys designated or hired by the City), appearing and/or participating as a witness in the case when requested to do so by the City including, without limitation, participation in all pre-trial and trial proceedings. "City" as used under this section shall include officers, employees and agents of the City. Except in those circumstances where such full cooperation is in conflict with the advice of the employee's legal counsel or is in violation of the employee's constitutional rights, failure to fully cooperate with the City on any case may result in disciplinary action against the employee and denial of the indemnification obligation hereunder unless otherwise required by the Maine Tort Claims Act.
- 29.5 Paragraph 29.4 above may not be construed to imply that an employee who is not a defendant has to duty to fully cooperate with the City and its representatives, when the City and its representatives, in their sole discretion, determine that the employee has information relevant to the claim or the defense of the claim against the City or another employee of the City. In such a situation, except in those circumstances where such full cooperation is in conflict with the advice of the employee's legal counsel or is in violation of the employee's constitutional rights, the non-defendant employee has a duty to fully cooperate with the City as a condition of employment.
- 29.6 The City agrees to release the employee from his/her shift for appearances at any necessary proceedings on the date of such proceedings and at the request of the City's designated defense attorney. Should the proceedings conclude prior to the end of the employee's shift, the employee may be required to report for duty for the remainder of his/her shift.

29.6.1 Employees who are required by the City to appear on behalf of the City at a court hearing outside of their regularly scheduled hours will be compensated with three (3) hours of straight time pay or time and one-half pay for actual time spent in pre-trial and trial proceedings, whichever is greater. Employees who work second or third shift and who spent the majority of the day in court may take straight time pay for the hours spent in court and credit these hours against their shift requirement for that day, with pre-approval from the Department Head or designee.

29.6.2 Employees will receive straight time pay for the hours spent in pre-trial and trial proceedings that occur during their regularly scheduled work hours. In the event that the time spent in pre-trial or trial proceedings begins during regularly scheduled hours and extends beyond the end of their regular work day, the employee may be eligible for overtime pay in accordance with Article 11 for the additional hours but will not be eligible for the three (3) hour minimum for off-duty hours.

29.7 The rights of the City and the members are governed by the Article and are not affected by the terms of any policy of insurance.

29.8 Each employee who shall have purchased personal professional liability insurance shall be entitled to receive the actual cost of said premium up to a maximum \$50.00 for same annually. Such insurance shall not, except as provided herein, be in lieu of legal aid and other insurance protection presently afforded the employees by the City.

### **30. COPIES OF AGREEMENT:**

30.1 The City agrees to supply the Association with ~~forty (40)~~ **twenty-five (25)** copies of this Agreement within forty-five (45) days after the signing of this Agreement.

### **31. LICENSE AND EXAM FEES:**

31.1 Reimbursement for Professional License and/or Examination fees may be provided at the discretion of the appropriate Department Head, within departmental budget constraints.

### **32. MILEAGE:**

32.1 The City will reimburse an employee at the IRS mileage rate for utilizing a privately owned vehicle for official City business.

32.2 This mileage allowance shall automatically be increased for unit employees whenever there is an increase authorized by the City Manager through an amendment to the administrative regulation governing travel, lodging, and meal expenses.

**33. TOOLS FOR ENGINEERS:**

33.1 The City agrees to furnish the necessary tools to Project Engineers and Assistant Engineers who are required to use tools, and replacements shall be on an "as needed" basis.

**34. EMBODIMENT OF AGREEMENT:**

34.1 The City of Portland and the Pro-Tech Employees Association agree that the other shall not be obligated to bargain collectively with respect to any subjects or matters discussed during the collective bargaining process for this successor Agreement. The parties by mutual written agreement may agree to re-open any provision of this Agreement during its term.

**35. UNIT WORK:**

35.1 Notwithstanding Article 33, Embodiment of Agreement, the City and the Association agree to meet and negotiate concerning the issue of subcontracting bargaining unit work. The parties reserve their rights under the Municipal Public Employees Labor Relations Act. The City reserves its right to act concerning subcontracting decisions and the Association reserves its right to bargain the impact of said decision with the City. Proposals submitted during contract negotiations shall not be considered a bar to mid-term bargaining over the issue of subcontracting.

35.2 Whenever the City or its administrative agents anticipates subcontracting of bargaining unit work, it will notify the Association at least thirty (30) days prior to an official decision on the issue. The thirty (30) day notification requirement may be waived by the Association at the request of the City. In extreme emergency, the City may shorten the notification period to five (5) working days provided it will not result in the lay-off of a unit member.

35.3 This Article will apply only when subcontracting of bargaining unit work will result in a reduction of unit positions or a reduction of Association personnel.

**36. JOB SHARING:**

- 36.1 Job sharing by qualified employees shall be permitted by mutual written agreement of the employees involved and the Department Head and the City Manager. The City shall accommodate job sharing requests of employees to the extent possible consistent with operational needs. The written agreement shall contain the notification requirements, establish the hours, wages, length, notice of conclusion requirements, benefits to be paid, and all other terms and conditions of employment including written execution by the parties involved. The written agreement shall not be inconsistent with the terms of the Collective Bargaining Agreement. The City reserves the right to conclude the job sharing and require that the affected employee(s) return to their traditional work responsibilities upon a written twenty (20) day notice. Such termination of a specific job sharing assignment shall not be grievable unless the union alleges that the City's action was solely for arbitrary and capricious reasons.

**37. JOB TRAINING:**

- 37.1 When the City requires training, it will pay for the required course tuition or registration fee as well as required course materials. The employee's work schedule will be adjusted in the event that the required training falls on the employee's off-duty hours.

This provision does not apply to required training, course work, certification, or licensure mandated by non-City sources.

- 37.2 Due to the implementation of expanded continuing education requirements for renewal of Nurse Practitioner licenses, the Public Health Division will give priority to time off requests that are submitted by Mid-Level Health Practitioners for the purpose of obtaining the necessary continuing education credits that are necessary to meet the state licensing requirements. Mid-Level Health Practitioners are expected to plan ahead and submit their requests for time off with as much notice as possible.

37.2.1 The costs of the required courses are borne by the employee; however, at the sole discretion of the Department Director or designee the City may choose to participate in the cost of such training.

37.2.2 Time-off requests must be pre-approved by the appropriate Program Manager. The Program Manager may approve up to forty (40) hours of paid time off per fiscal year for full-time Nurse Practitioners as program finances and scheduling permit. Pay for time off will be based on the employee's regular work hours but will not exceed the hours spent in

training and will not necessarily include travel time.

37.2.3 Time off maximums for part-time employees will be pro-rated.

37.2.4 The time off maximums outlined above may be amended by the City in the event the State revises the relicensing education requirements during the term of the contract.

**38. WITHDRAWAL OF RESIGNATION:**

An employee may resign in good standing by giving written notice to his Department Head at least fourteen (14) calendar days in advance of the effective date of the resignation. An employee may, with the approval of the Department Head, withdraw his resignation during the fourteen (14) day notice period. Such approval shall not be arbitrarily denied.

**39. TERM OF AGREEMENT:**

39.1 This Agreement shall be effective July 3, 2016 and shall remain in full force and effect until July 1, 2019. It shall be automatically extended for successive one-year periods thereafter, unless either party shall notify the other in writing one hundred twenty (120) days prior to June 30, 2019, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not less than thirty (30) days prior to June 30, 2019. If said notice is given, this Agreement shall remain in full force and be effective during the period of negotiation.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed and its corporate seal to be affixed by Mark Rees, its City Manager, and the Association has caused this Agreement to be signed by Stephen Harris, its President, thereunto duly authorized, as of the day and year first above written.

**WITNESS**

**CITY OF PORTLAND**

Sonia Bean

By

Mark Rees  
Its City Manager

10-15-12

**PROFESSIONAL AND TECHNICAL CITY EMPLOYEES ASSOCIATION**

Eric Lemay  
Eric Lemay

By

Stephen K. Harris  
Its President

10/9/2012

Eric Lemay  
Eric Lemay

By

Michael Farmer  
Its Vice-President

10/9/2012



## APPENDIX A

### CLASSIFICATION PLAN

| <u>Pay Grade</u> | <u>Job Title</u>   |
|------------------|--|
| 9M               | Mid-Level Health Practitioner                            |
| 9M               | Psychiatric Nurse Practitioner                           |
| <del>9</del>     | <del>Clinical Social Worker</del>                        |
| 9                | District Coordinator                                     |
| 9                | Field Inspection Coordinator                             |
| 9                | Historic Preservation Manager (**)                       |
| 9                | Parks and Cemeteries Coordinator                         |
| 9                | Senior Project Engineer (A)                              |
| <del>9</del>     | <del>Solid Waste Coordinator</del>                       |
| 9                | Tax Assessment Analyst                                   |
| 9                | Technical/Customer Service Coordinator                   |
| 9                | Urban Designer (B or C)                                  |
| 9                | Wastewater Facilities Coordinator                        |
| 9                | Zoning Administrator                                     |
| 9                | Parks Operations Manager/City Arborist (**)              |
| 8                | Asset & Information Management Specialist                |
| <del>8</del>     | <del>Construction Coordinator</del>                      |
| 8                | Customer Services Coordinator                            |
| 8                | Development Review Coordinator (A)                       |
| 8                | HCD Program Manager                                      |
| 8                | HVAC Coordinator *                                       |
| 8                | Landscape Architect (B) (Inactive)                       |
| 8                | Lead-Based Paint Program Manager (Inactive)              |
| <del>8</del>     | <del>Marketing and Communications Coordinator (**)</del> |
| 8                | Parking Division Supervisor                              |
| 8                | Paving Coordinator                                       |
| 8                | Physical Therapy Director (Inactive)                     |
| 8                | Plant Engineer Coordinator                               |
| 8                | Project Engineer (A)                                     |
| 8                | Public Relations Coordinator (Inactive)                  |
| 8                | Senior Planner (C)                                       |
| 8                | Systems Coordinator                                      |
| 8                | Technical Services Supervisor (**)                       |
| 8                | Traffic Operations Coordinator                           |

|   |   |
|---|---|
| 8 | Transportation Policy and Regulatory Compliance Manager           |
| 7 | Airport Administrative Coordinator (E)                            |
| 7 | <del>Airport Security Coordinator (**)</del>                      |
| 7 | Assistant Engineer (A)  |
| 7 | Assistant Landscape Architect (B)                                 |
| 7 | Assistant Shelter Manager   |
| 7 | Chronic Disease Prevention Specialist                             |
| 7 | Commercial Waste Program Administrator                            |
| 7 | Computer Operations Manager <b>Supervisor</b> (**)                |
| 7 | Crime Analyst (**)  |
| 7 | Dental Health Project Coordinator                                 |
| 7 | Facilities Tech Coordinator                                       |
| 7 | GIS Coordinator (A)   |
| 7 | Lead Paint Hazard Reduction Program Coordinator <b>(Inactive)</b> |
| 7 | Licensed Drug and Alcohol Counselor                               |
| 7 | Medical Case Coordinator <b>(Inactive)</b>                        |
| 7 | Minority Health Promotion Specialist                              |
| 7 | Planner (C)   |
| 7 | Principal Registered Nurse (Barron Center) (*) (**)(E)            |
| 7 | Property and Evidence Coordinator (**)                            |
| 7 | Public Health Epidemiologist (D) <b>(Inactive)</b>                |
| 7 | Sales and Marketing Coordinator                                   |
| 7 | Senior Accountant   |
| 7 | Technical Director  |
| 6 | <b>Airport Operations Supervisor* (E)</b>                         |
| 6 | Aquatics Supervisor   |
| 6 | Business License Administrator (**)                               |
| 6 | Community Health Promotion Specialist                             |
| 6 | Community Services Coordinator (**)                               |
| 6 | Facilities Manager  |
| 6 | Inventory Manager <b>(Inactive)</b>                               |
| 6 | Lead Events Coordinator   |
| 6 | Police Victim/Witness Advocate (**)                               |
| 6 | Recreation Supervisor   |
| 6 | Training and Operations Coordinator (**)                          |
| 6 | Zoning Specialist   |
| 5 | <b>Airport Operations Coordinator II* (E)</b>                     |
| 5 | Assistant Director of Food Services                               |

5 Assistant Technical Director  
 5 Concessions Coordinator (Inactive)  
 5 Election Administrator (\*\*)  
 5 Facilities Coordinator  
 5 Food Production Coordinator (2016)  
 5 Housekeeping Supervisor (\*\*)  
 5 Human Services Counselor (\*\*)  
 5 Laundry Supervisor  
 5 Office Manager  
 5 Recreation Division Leader  
 5 Scheduling Coordinator  
 5 Special Activities Coordinator (Inactive)  
 5 Web Master (\*\*)

~~4 Airport Communications/Security Specialist (\*) (\*\*)~~  
 4 Airport Operations Coordinator I \* (E)  
 4 ~~Cook II~~

- (A) 3% differential to be paid upon attainment presentation to the City of the State of Maine certification for Fundamentals of Engineering (FE) of an Engineer in Training (EIT), Engineer Intern or Fundamentals of Survey (FS) Land Surveyor in Training (LSIT) Certificate; 6% differential to be paid upon registration in the State of Maine as a Professional Engineer (PE) or Registered Land Surveyor (RLS) Professional Land Surveyor (PLS). Employees shall receive a maximum 6% differential payment.
- (B) 6% differential to be paid upon attainment presentation to the City of the State of Maine certification of a State of Maine certification as a Landscape Architect.
- (C) 6% differential to be paid upon attainment presentation to the City of certification of an from the American Institute of Certified Planners as a Certified Planner.
- (D) 6% differential to be paid to employees in this class who possess a Master's Degree in Public Health or a Master's Degree in a related discipline that is approved by the Epidemiology Program Manager.
- ~~(E) Principal Registered Nurses at the Barron Center are eligible for a \$1.00 per hour night shift differential.~~
- (E) 6% differential to be paid to employees in this class who possess a Master's Degree in

Aviation, Management, Business Administration or other specialization related to their duties in airport administration.

(F) 6% differential to be paid to employees in this class who possess a Certified Public Accountant (CPA) certification

(\*) 40 hour per week position

(\*\*) Effective July 5, 2009

~~(\*\*\*) Effective July 6, 2014~~

## APPENDIX B

### DEFINITIONS OF EMPLOYMENT

- I. **Permanent Employees** are employees who are appointed to a permanently budgeted position on either a full-time or part-time basis and have completed any required probationary period for such position.

**Employees in the Recreation Division** who are scheduled to work twelve (12) months of the year, except for the seasonal breaks in program operation or breaks scheduled on a temporary basis as a result of financial constraints, shall be considered as permanent employees. Such employees may be scheduled on either a full-time or part-time weekly basis.

**A. Full-Time employees** are regularly scheduled to work the standard work week on a continuing basis. Such employees receive full benefits as outlined in the Agreement between the City and the Association. The standard work week under this Agreement is defined as 37.5 hours per week.

**B. Part-time employees** are regularly scheduled to work less than the standard work week on a continuing basis. Such employees may be scheduled to work either more or less hours per day than the regular shift of 7.5 hours per day. Those part-time employees regularly scheduled to work 18.75 hours or more per week shall be entitled to the following benefits on a pro-rated basis only:

1. Sick and vacation leave accrual;
2. Holidays as provided in Article 12 HOLIDAYS;
3. City participation in the cost of medical insurance; and,
4. Personal leave days.

**Part-time employees** who are regularly scheduled to work less than 18.75 hours per week shall not be entitled to any sick leave, vacation leave, or holidays and the City shall not participate in any of the costs of medical insurance.

**Part-time employees** are eligible for overtime pay (time and one-half) only if they work in excess of forty (40) hours per week.

## APPENDIX B (cont'd)

II. **Recreation Project Employees:** Employees in the Recreation Division who work more than six (6) consecutive months in programs of limited duration which are not scheduled on a year-round basis are project employees. Such project employees shall be entitled to all of the benefits of a permanent full-or part-time employee, as appropriate, except as follows:

- A. In the event of a temporary break in a program, such employees will not be considered to be on lay-off and will have no seniority, bumping, or recall rights. Such employees will, however, be terminated and will receive all the accrued termination pay to which they would be entitled if they had resigned in good standing. They will not be entitled to any City benefits during the break in the program. Upon resumption of the program, the employees who were terminated will be contacted and will have the opportunity to resume their position. If the City has not had a response from the terminated employee within ten (10) working days of the date of mailing of a notice of the position, then the position may be otherwise filled by the City. It is the employee's responsibility to ensure that the City has his/her current address. The Union President will be sent a copy of all notices mailed to employees.

If an employee does not respond to a notice or declines the position, he/she will have no further rights to return to a position.

- B. Project employees will be paid at the minimum of the range as provided in the contract for the equivalent permanent classification. An employee who does not return to the next available consecutive project position will have to serve a new probationary period if he/she later resumes City employment.
- C. In the event of the elimination of a program, in whole or in part, project employees will be laid off by classification and by seniority and will have bumping and recall rights among other appropriate project positions, but will have no rights to permanent positions.

III. **Non-permanent employees** are on-call, temporary, or seasonal as follows, and are excluded from the provisions of this Agreement:

## APPENDIX B (cont'd)

- A. **On-call Employees** are persons who are not regularly scheduled to work, but who are available to work on an intermittent, as-needed basis. Such persons shall be paid only for those hours actually worked.
- B. **Seasonal Employees** are persons in positions in an industry designated by the State as a seasonal industry, such as summer recreation, golf, and cemetery programs. The employee will expect to be terminated at the end of the season. Such employees will be paid only for those hours actually worked.
- C. **Temporary Employees** are persons who are regularly scheduled to work a standard work week or less, for a definite, limited period of time, usually not to exceed six (6) months, or who are appointed to replace an employee on leave of absence or at long-term training. Temporary employees shall not work more than six (6) consecutive months, unless they are replacing a permanent employee on leave. In such cases, employees shall have an estimated termination date from the date of initial employment, but in no case shall such term exceed more than one (1) year except with the concurrence of the Union.
- D. **Project Employees** are persons appointed to work on a special project of timed duration or persons hired after January 1, 1985 into positions funded by a non-City source; or to fill in for a permanent employee who is on an approved leave of absence. Permanent positions that are partially funded by various State and federal grants (HCD, HUD, MSHA, and DHS) are excluded from this definition. Project employees may work a standard work week or less and are eligible for full or pro-rated benefits as appropriate under this Agreement on the same basis as permanent full and part-time employees after completion of a probationary period. Notwithstanding the foregoing, Article 25, SENIORITY AND PERSONNEL REDUCTIONS, will not apply to project employees, and they will be terminated upon completion of the special project or depletion of the non-City funding source, or the permanent's employee's return from leave, with no bumping or recall rights. Project employees under the Rules and Regulations of the Maine State Retirement System are prohibited from participating in the M.S.R.S. life insurance program. All other provisions of this Agreement shall cover project employees on the same basis as permanent employees.

**APPENDIX C-1**

**PRO-TECH PAY PLAN**

**Effective 7/3/2011**

| <b>Pay</b>   |               | 1        | 2        | 3          | 4          | 5          | 6          | 7          | 8          | 9          | 10         |
|--------------|---------------|----------|----------|------------|------------|------------|------------|------------|------------|------------|------------|
| <b>Grade</b> |               | Recruit  | 6 mos.   | 1 yr.      | 2 yrs.     | 3 yrs.     | 4 yrs.     | 5 yrs.     | 6 yrs.     | 7 yrs.     | 12 yrs.    |
| 9            | <b>weekly</b> | \$967.50 | \$997.13 | \$1,027.50 | \$1,057.88 | \$1,089.75 | \$1,122.00 | \$1,154.63 | \$1,190.63 | \$1,225.50 | \$1,262.25 |
|              | <b>hourly</b> | \$25.80  | \$26.59  | \$27.40    | \$28.21    | \$29.06    | \$29.92    | \$30.79    | \$31.75    | \$32.68    | \$33.66    |
| 8            | <b>weekly</b> | \$879.75 | \$906.00 | \$933.38   | \$961.50   | \$989.63   | \$1,020.00 | \$1,054.50 | \$1,081.50 | \$1,115.25 | \$1,148.63 |
|              | <b>hourly</b> | \$23.46  | \$24.16  | \$24.89    | \$25.64    | \$26.39    | \$27.20    | \$28.12    | \$28.84    | \$29.74    | \$30.63    |
| 7            | <b>weekly</b> | \$799.88 | \$823.88 | \$848.63   | \$874.13   | \$900.38   | \$928.13   | \$955.88   | \$984.00   | \$1,013.63 | \$1,044.00 |
|              | <b>hourly</b> | \$21.33  | \$21.97  | \$22.63    | \$23.31    | \$24.01    | \$24.75    | \$25.49    | \$26.24    | \$27.03    | \$27.84    |
| 6            | <b>weekly</b> | \$726.75 | \$748.88 | \$771.38   | \$794.63   | \$818.63   | \$842.25   | \$868.13   | \$893.63   | \$920.25   | \$948.00   |
|              | <b>hourly</b> | \$19.38  | \$19.97  | \$20.57    | \$21.19    | \$21.83    | \$22.46    | \$23.15    | \$23.83    | \$24.54    | \$25.28    |
| 5            | <b>weekly</b> | \$661.13 | \$681.38 | \$702.00   | \$723.38   | \$744.38   | \$766.50   | \$789.75   | \$813.00   | \$838.13   | \$863.63   |
|              | <b>hourly</b> | \$17.63  | \$18.17  | \$18.72    | \$19.29    | \$19.85    | \$20.44    | \$21.06    | \$21.68    | \$22.35    | \$23.03    |
| 4            | <b>weekly</b> | \$600.75 | \$618.38 | \$637.13   | \$655.13   | \$675.75   | \$696.00   | \$717.00   | \$739.13   | \$760.50   | \$783.38   |
|              | <b>hourly</b> | \$16.02  | \$16.49  | \$16.99    | \$17.47    | \$18.02    | \$18.56    | \$19.12    | \$19.71    | \$20.28    | \$20.89    |



**APPENDIX C-2**

**PRO-TECH PAY PLAN  
Effective 7/1/2012**

| <b>Pay<br/>Grade</b> |               | 1        | 2          | 3          | 4          | 5          | 6          | 7          | 8          | 9          | 10         |
|----------------------|---------------|----------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
|                      |               | Recruit  | 6 mos.     | 1 yr.      | 2 yrs.     | 3 yrs.     | 4 yrs.     | 5 yrs.     | 6 yrs.     | 7 yrs.     | 12 yrs.    |
| 9                    | <b>weekly</b> | \$982.13 | \$1,012.13 | \$1,042.88 | \$1,073.63 | \$1,106.25 | \$1,138.88 | \$1,171.88 | \$1,208.63 | \$1,243.88 | \$1,281.00 |
|                      | <b>hourly</b> | \$26.19  | \$26.99    | \$27.81    | \$28.63    | \$29.50    | \$30.37    | \$31.25    | \$32.23    | \$33.17    | \$34.16    |
| 8                    | <b>weekly</b> | \$892.88 | \$919.50   | \$947.25   | \$975.75   | \$1,004.63 | \$1,035.38 | \$1,070.25 | \$1,097.63 | \$1,132.13 | \$1,165.88 |
|                      | <b>hourly</b> | \$23.81  | \$24.52    | \$25.26    | \$26.02    | \$26.79    | \$27.61    | \$28.54    | \$29.27    | \$30.19    | \$31.09    |
| 7                    | <b>weekly</b> | \$811.88 | \$836.25   | \$861.38   | \$887.25   | \$913.88   | \$942.00   | \$970.13   | \$998.63   | \$1,029.00 | \$1,059.75 |
|                      | <b>hourly</b> | \$21.65  | \$22.30    | \$22.97    | \$23.66    | \$24.37    | \$25.12    | \$25.87    | \$26.63    | \$27.44    | \$28.26    |
| 6                    | <b>weekly</b> | \$737.63 | \$760.13   | \$783.00   | \$806.63   | \$831.00   | \$855.00   | \$881.25   | \$907.13   | \$934.13   | \$962.25   |
|                      | <b>hourly</b> | \$19.67  | \$20.27    | \$20.88    | \$21.51    | \$22.16    | \$22.80    | \$23.50    | \$24.19    | \$24.91    | \$25.66    |
| 5                    | <b>weekly</b> | \$670.88 | \$691.50   | \$712.50   | \$734.25   | \$755.63   | \$778.13   | \$801.75   | \$825.38   | \$850.88   | \$876.75   |
|                      | <b>hourly</b> | \$17.89  | \$18.44    | \$19.00    | \$19.58    | \$20.15    | \$20.75    | \$21.38    | \$22.01    | \$22.69    | \$23.38    |
| 4                    | <b>weekly</b> | \$609.75 | \$627.75   | \$646.50   | \$664.88   | \$685.88   | \$706.50   | \$727.88   | \$750.38   | \$771.75   | \$795.00   |
|                      | <b>hourly</b> | \$16.26  | \$16.74    | \$17.24    | \$17.73    | \$18.29    | \$18.84    | \$19.41    | \$20.01    | \$20.58    | \$21.20    |

**APPENDIX C-3**

**SALARY SCHEDULE  
Mid-Level Health Practitioners**

**Effective July 3, 2011**

|               | Recruit    | 6 mos.     | 1 yr.      | 2 yrs.     | 3 yrs.     | 4 yrs.     | 5 yrs.     | 6 yrs.     | 12+ yrs    |
|---------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| <b>weekly</b> | \$1,155.38 | \$1,208.63 | \$1,252.13 | \$1,275.75 | \$1,304.63 | \$1,333.88 | \$1,364.63 | \$1,395.00 | \$1,437.00 |
| <b>hourly</b> | \$30.81    | \$32.23    | \$33.39    | \$34.02    | \$34.79    | \$35.57    | \$36.39    | \$37.20    | \$38.32    |

**Effective July 1, 2012**

|               |            |            |            |            |            |            |            |            |            |
|---------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| <b>weekly</b> | \$1,236.38 | \$1,293.38 | \$1,339.88 | \$1,365.00 | \$1,396.13 | \$1,427.25 | \$1,460.25 | \$1,492.50 | \$1,537.50 |
| <b>hourly</b> | \$32.97    | \$34.49    | \$35.73    | \$36.40    | \$37.23    | \$38.06    | \$38.94    | \$39.80    | \$41.00    |

**Psychiatric Nurse Practitioner**

**Effective July 1, 2012**

|               | Recruit    | 6 mos.     | 1 yr.      | 2 yrs.     | 3 yrs.     | 4 yrs.     | 5 yrs.     | 6 yrs.     | 12+ yrs    |
|---------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| <b>weekly</b> | \$1,311.38 | \$1,368.38 | \$1,414.88 | \$1,440.00 | \$1,471.13 | \$1,502.25 | \$1,535.25 | \$1,567.50 | \$1,612.50 |
| <b>hourly</b> | \$34.97    | \$36.49    | \$37.73    | \$38.40    | \$39.23    | \$40.06    | \$40.94    | \$41.80    | \$43.00    |

**Mid Level Health Practitioner Ratios**

|               |           |            |         |           |           |           |          |          |
|---------------|-----------|------------|---------|-----------|-----------|-----------|----------|----------|
| <b>weekly</b> | 1.0459893 | 1.03612815 | 1.01875 | 1.0229254 | 1.0224116 | 1.0231553 | 1.021726 | 1.030124 |
| <b>hourly</b> | 1.0459893 | 1.03612815 | 1.01875 | 1.0229254 | 1.0224116 | 1.0231553 | 1.021726 | 1.030124 |

## ***Appendix C-4***

### ***SALARY SCHEDULE***

#### ***40-hour positions***

##### **Principal Registered Nurse**

| <b>Pay<br/>Grade</b> | 1<br>Recruit | 2<br>6 mos. | 3<br>1 yr. | 4<br>2 yrs. | 5<br>3 yrs. | 6<br>4 yrs. | 7<br>5 yrs. | 8<br>6 yrs. | 9<br>7 yrs. | 10<br>12 yrs. |
|----------------------|--------------|-------------|------------|-------------|-------------|-------------|-------------|-------------|-------------|---------------|
|----------------------|--------------|-------------|------------|-------------|-------------|-------------|-------------|-------------|-------------|---------------|

##### **Effective July 3, 2011**

|               |          |          |          |          |          |          |            |            |            |            |
|---------------|----------|----------|----------|----------|----------|----------|------------|------------|------------|------------|
| <b>weekly</b> | \$853.20 | \$878.80 | \$905.20 | \$932.40 | \$960.40 | \$990.00 | \$1,019.60 | \$1,049.60 | \$1,081.20 | \$1,113.60 |
| <b>hourly</b> | \$21.33  | \$21.97  | \$22.63  | \$23.31  | \$24.01  | \$24.75  | \$25.49    | \$26.24    | \$27.03    | \$27.84    |

##### **Effective July 1, 2012**

|               |          |          |          |          |          |            |            |            |            |            |
|---------------|----------|----------|----------|----------|----------|------------|------------|------------|------------|------------|
| <b>weekly</b> | \$866.00 | \$892.00 | \$918.80 | \$946.40 | \$974.80 | \$1,004.80 | \$1,034.80 | \$1,065.20 | \$1,097.60 | \$1,130.40 |
| <b>hourly</b> | \$21.65  | \$22.30  | \$22.97  | \$23.66  | \$24.37  | \$25.12    | \$25.87    | \$26.63    | \$27.44    | \$28.26    |

##### **Airport Communications and Security Specialist**

##### **Effective July 3, 2011**

|               |          |          |          |          |          |          |          |          |          |          |
|---------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| <b>weekly</b> | \$640.80 | \$659.60 | \$679.60 | \$698.80 | \$720.80 | \$742.40 | \$764.80 | \$788.40 | \$811.20 | \$835.60 |
| <b>hourly</b> | \$16.02  | \$16.49  | \$16.99  | \$17.47  | \$18.02  | \$18.56  | \$19.12  | \$19.71  | \$20.28  | \$20.89  |

##### **Effective July 1, 2012**

|               |          |          |          |          |          |          |          |          |          |          |
|---------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| <b>weekly</b> | \$650.40 | \$669.60 | \$689.60 | \$709.20 | \$731.60 | \$753.60 | \$776.40 | \$800.40 | \$823.20 | \$848.00 |
| <b>hourly</b> | \$16.26  | \$16.74  | \$17.24  | \$17.73  | \$18.29  | \$18.84  | \$19.41  | \$20.01  | \$20.58  | \$21.20  |

**APPENDIX D**  
**PERFORMANCE APPRAISAL PROGRAM**  
**GUIDELINES FOR PRO-TECH EMPLOYEES**

**I. General Program and Policy**

The Performance Appraisal Program adopted by the City of Portland and the Association has two major objectives:

- to provide a means of communicating the goals of the organization to employees; and
- to provide a constructive mechanism for evaluating the excellence in service.

The City and the Association are committed to fulfilling our responsibilities with excellence. This resolve requires us to set high expectations and to encourage all to perform their duties and responsibilities with dedication and proficiency.

**II. The Process**

**1. Performance Planning**

The review period begins with an initial conference between the supervisor and the employee. The purpose of this conference is to establish performance standards for the coming year.

**2. Performance Appraisal**

The review period for employees will be a one-year period from the employee's anniversary date of appointment to his/her present position. The Human Resources Department will notify the Department Head of an upcoming review prior to the employee's anniversary date. It is expected that the rating be completed by the supervisor (reviewer) and the Department Head in a timely fashion. The supervisor shall meet with the employee for a full appraisal of his/her work performance. The employee will be asked to respond to the appraisal. Performance standards for the next year will be established at this meeting.

For the purposes of this procedure, timely fashion shall mean that the Department shall notify the employee not less than thirty (30) days prior to the anniversary date indicating the evaluation due date and to set a meeting for completion prior to said date. Failure of the Department to complete the evaluation on time, except by mutual written agreement, entitles the affected employee to file a grievance directly with the Director of Human Resources.

### III. **Rating Categories**

#### 1. Unsatisfactory Performance

The duties and responsibilities outlined in the job description set out the expectations of the job. Any performance which does not meet these requirements must be considered unacceptable and deficiencies will be outlined. If the deficiencies are not corrected, the City may take disciplinary action.

#### 2. Proficient Performance (Satisfactory)

Satisfactory performance means that the employee is proficient in meeting the requirements of his/her job description.

### IV. **Other Issues**

1. Ratings - If there is a discrepancy between the Reviewer's and the Department Head's ratings, the Department Head will meet with the reviewer and the employee and will attempt to resolve the discrepancies in the ratings. The Department Head's rating will prevail if agreement cannot be reached at the above-referenced meeting. If an employee disagrees with the rating by the Department Head, he/she should so indicate and provide comments. The Director of Human Resources will request a meeting with the employee, the Department Head, and the Reviewer.
2. Turnover - If a supervisor has changed during the review period, it is the responsibility of the Department Head to assure an accurate and fair review. Two options available to the Department Head are:
  - a) The outgoing supervisor should be asked to prepare a documented performance review before leaving; and,
  - b) The incoming supervisor should immediately discuss the employee's goals and expected performance.

**APPENDIX E**

**CITY OF PORTLAND PERFORMANCE APPRAISAL**

**Pro-Tech Form**

DATES

INITIAL CONFERENCE \_\_\_\_\_

RATER

REVIEWER \_\_\_\_\_

FINAL REVIEW \_\_\_\_\_

**PART 1**

Job Proficiency Review: This section should focus on how well the individual understands the expectations of their respective position and how proficiently they perform their associated duties. Discussion should focus on the strengths of the employee as well as deficiencies. Equal focus should be given to identifying how the employee's supervisor can assist the employee in overcoming job deficiencies.

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My comments indicate that I consider this employee:

\_\_\_\_\_ Proficient                      \_\_\_\_\_ Not proficient in the fulfillment of duties

If not proficient, identify progress needed.

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**PART II**

Performance Goals and Objectives: This section should identify and rate the success of the employee in meeting or exceeding performance goals and objectives established in the previous appraisal process. Thorough discussion must occur, regarding how to support the employee in accomplishing these goals. New or expanded goals and objectives should also be discussed for future assessment.

Administration's Objectives: The reviewer should identify the goal and the accomplishments of the employee.

No. 1

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—

My comments indicate that this employee has successfully implemented this goal.

No.2

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—

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—

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—

My comments indicate that this employee has successfully implemented this goal.

No. 3

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—

My comments indicate that this employee has successfully completed this goal.

No. 4

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—

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My comments indicate that this employee has successfully completed this goal.

**PART III**

Goals for next Rating Period: Goals should build on employee strength and address professional growth that may enhance employee contribution to the team, Division or Department. Goals should be objective and measurable.

Goal No. 1: \_\_\_\_\_

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Goal No. 2: \_\_\_\_\_

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Goal No. 3: \_\_\_\_\_

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Goal No. 4: \_\_\_\_\_

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**PART IV RATING**

**RATER:** I recommend the rating of \_\_\_\_\_ because \_\_\_\_\_

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Signature \_\_\_\_\_ / \_\_\_\_\_  
Date

The reviewer may prefer to document the evaluation in the form of a memorandum attached to this form.

**REVIEWER:** I recommend the rating of \_\_\_\_\_ because \_\_\_\_\_

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Signature \_\_\_\_\_ / \_\_\_\_\_  
Date

**DEPARTMENT EXECUTIVE:**

I have reviewed all of the above appraisal and rate this employee as a \_\_\_\_\_ employee



because \_\_\_\_\_

\_\_\_\_\_.

Signature \_\_\_\_\_ / \_\_\_\_\_

Date

**EMPLOYEE:**

I have discussed the above rating with \_\_\_\_\_  
and I

\_\_\_\_\_ agree \_\_\_\_\_ disagree that it is an accurate assessment of my performance.

Signature \_\_\_\_\_ / \_\_\_\_\_

Date

**APPENDIX F**

**SIDE LETTER - STAND-BY PAY**

The parties agree that the following program will continue for the term of the 2008-2011 collective bargaining agreement.

The stand-by payment will be \$15 per day on weekdays and \$22.50 per day on weekends and observed holidays. In order to qualify for this payment, employees must be designated by their Department Head, or designee, to be on stand-by. The Department Head will make stand-by assignments from qualified volunteers when possible. The length of time they are designated to be on stand-by will be determined by the Department Head or designee.

While on stand-by employees will be expected to carry a beeper and may respond to questions over the phone. They are also expected to report to the work site as needed. They will be paid in accordance with Article 11.3.1 if it is necessary for them to report to the work site. Except for these requirements employees are free to go about their activities as usual.

\_\_\_\_\_  
City of Portland

\_\_\_\_\_  
Date

\_\_\_\_\_  
Professional and Technical  
City Employees Association

\_\_\_\_\_  
Date

**APPENDIX G**

**TRANSITIONAL WORK AGREEMENT**

The Employee and the Employer enter into this agreement for a period of Transitional Work, as follows:

1. The date upon which the Employee sustained an injury is \_\_\_\_\_.
2. Pursuant to the City of Portland’s Transitional Work Policy, the Employee will return to work in a Transitional Work assignment on \_\_\_\_\_.
3. Attached is a copy of the Transitional Work Policy of the City of Portland which the Employee has read and understood.
4. The parties agree that the term\_of this Transitional Work assignment shall be 90 days, from the return to work date above until \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
City of Portland

## APPENDIX H

### BARRON CENTER SIDE AGREEMENT

The City of Portland and the Professional and Technical City Employees Association, in an attempt to institute a sick leave usage incentive program, have mutually agreed to the following program at the Barron Center:

1. Notwithstanding Article 16 - SICK LEAVE and Article 13 VACATION, effective January 1, 1987 and continuing, the Pro-Tech Association members located at the Barron Center shall be participating in the City's sick leave incentive plan.
2. Sick leave shall accrue at the rate of .87 hours per week.
3. Vacations shall accrue according to the following schedule:
  - 0 - 3 years - 2 weeks - 1.44 hours per week
  - 4 - 5 years - 3 weeks - 2.16 hours per week
  - 6 - 11 years - 4 weeks - 2.88 hours per week
  - 12 + years - 5 weeks - 3.61 hours per week
4. The provisions of the collective bargaining agreement pertaining to unused sick leave upon retirement shall be prorated consistent with the terms of this side letter.
5. The provision for conversion of sick leave in Article 16.5 is modified as follows: a Barron Center employee is eligible for conversion if (s)he uses the equivalent of one or fewer sick days within a twelve (12) consecutive month period.

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For the City of Portland

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Date

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Professional and Technical  
City Employees Association

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Date

Effective upon the signing of this agreement, current bargaining unit employees will remain eligible for the Public Works Incentive Program while they hold the position as a Pro Tech bargaining unit employee in the Public Works Department. Any new employees entering this unit will not be eligible for the Public Works Incentive Program upon the signing of this agreement.

## APPENDIX I

# Department of Public Services EMPLOYEE INCENTIVE PROGRAM CREATED SPRING 2001 (Updated January 2008) TO RUN WITH FISCAL YEAR (JULY THROUGH JUNE)

## Purpose

To encourage and reward safe and active participation in the workplace Community. Also to reward those who go above and beyond their normal duties to make sure a job gets completed accurately in a timely fashion.



## Program Parameters

The program will run from July 1<sup>st</sup> through June 30<sup>th</sup> (fiscal year). All Department employees are eligible to participate. Employees will start with **NO** points. Points will be added for categories to give employees a total score at the end of the program. We encourage employees to report any category throughout the year without waiting until the end to do so. The goal is to get as many points as possible.

## Point Values/Categories

### **Attendance**

*Attendance is very important in order to be productive in this Department.*

We will be basing the attendance scores on the way the new sick policy leave is currently set up. The **Department** will have the responsibility of reporting this category. We will award points for lack of occurrences, not hours sick was used. There will **not** be any type of penalty for sick leave donations or conversions. The points in this category are as follows:

- |   |           |
|---|-----------|
| ▶ Perfect Attendance (zero use of sick time)        | 25 points |
| ▶ 1 day (can't exceed total hours of one shift)     | 20 points |
| ▶ 2 days (can't exceed total hours of two shifts)   | 15 points |
| ▶ 3 days (can't exceed total hours of three shifts) | 10 points |
| ▶ 4 days (can't exceed total hours of four shifts)  | 5 points  |

## Employee Incentive Program Page 2

### Safety (continued)

*A safe workplace enhances both productivity and pleasure on the job.*

### Safety

Points will be added in this category for employees who do not have a lost-time injury. The responsibility of reporting this information will be by the **Department**. If an employee is sent home the day of an injury, that will not count as lost time. Vehicle accidents will also be part of this category as they are costly and are cause for loss of productivity. We also would like to encourage employees to join the stretching program as that also results in lower on-the-job injuries. We also want to encourage employees to report any conditions they feel are unsafe. These should be reported to your Section's Supervisor, Safety Representative or the Safety Officer. The points for this category will be as follows:

- ▶ Leading Stretching (Two Weeks) 5 points  
Supervisor/Coordinator must verify
- ▶ Stretching Participation 5 points
- ▶ Employees With No Accidents 2, 3, 4, 5 or 6 points  
(points determined by list determined by high  
mileage drivers submitted by Committee)
- ▶ No Lost Time Injuries 2 or 5 points  
(based on preventable, exposure)
- ▶ Safety Committee Participation 5 points  
(based on attendance – 10 out of 12)

### Education and Training

*The Department values continued skill building and training that would increase the employee's production in the long run. The Department also expects Supervisors to encourage and educate their employees that training possibilities are available.*

Points will be assessed in this category according to what type of education and training the employee had. The responsibility for reporting this information will be by the **employee**. We will be asking for proof of the course by providing a copy of a certificate, receipt of payment for the course, etc. to prove that the course was actually taken. The points for this category will be as follows:

- ▶ Semester Length Course (benefits Department) 5 points
- ▶ College sponsored Degree or Certificate 10 points  
(one time only upon receipt)

## Employee Incentive Program Page 3

|                                       |          |
|---------------------------------------|----------|
| ▶ Seminars/Half Day, One Day Training | 2 points |
| ▶ Seminars - Two Days Training        | 3 points |
| ▶ 40 hour OSHA Training               | 4 points |
| ▶ CPR                                 | 3 points |
| ▶ First Aid                           | 1 point  |
| ▶ Equipment Certification             | 2 points |
| ▶ Re-Certification Courses            | 1 point  |

**There will be a 15-point cap on this category!**

### ***Customer Service/Recognition***

*The Department values excellent customer service whether it be in-house or outside the Department.*

Points will be assessed in this category according to what type of recognition an employee receives. The responsibility of reporting this information belongs to both the **Department** and the **employee**. Positive feedback not only boosts morale but also gives employees a good attitude knowing their work is highly appreciated. The points for this will be as follows:

|  |          |
|--|----------|
| ▶ City Employee of Month   | 5 points |
| ▶ Department Employee of Month   | 5 points |
| ▶ Employees Who Nominate Employee Chosen<br>for City or Department Employee of Month | 3 points |
| ▶ Positive Mention in Media  | 2 points |
| ▶ Positive Recognition - General Public  | 1 point  |
| ▶ In-house Memos & Letters   | 1 point  |

**There will be a 15-point cap on this category!**

### ***Department Involvement***

*The Department offers opportunities for employees to participate on various committees or events throughout the year giving them a chance to voice their input.*

Points will be assessed in this category depending on what committee the employee has served or participated on. The responsibility of reporting this information belongs to the **employee**. The committee will determine what category the committee will fall under as listed.

**Attendance/Participation is a factor for points.** The points for this will be as follows:

|                                   |          |
|-----------------------------------|----------|
| ▶ Ongoing Committee Participation | 3 points |
|-----------------------------------|----------|

## Employee Incentive Program Page 4

(Examples: Leadership, Accident Review, EOM, Incentive, Peer Review, etc.)

- ▶ Chair Person 2 points
- ▶ Vice Chair 1 point
- ▶ Recording Secretary 1 point
- ▶ Adhoc Committees (event planning) 1 point
- ▶ Disasters/Helping Other Communities 2 to 5 points

**There will be a 15-point cap on this category!**

### ***Bonus Points***

*Conscientious and caring employees contribute to the diversity and innovation in their wonderful City and Community.*

Employees who volunteer for community service, make contributions, etc. show they care. **Employees** will be responsible for reporting this information. The points for this will be as follows:

- ▶ Community Involvement Up to 5 points TOTAL  
(Points awarded at discretion of Committee)
- ▶ Charitable Contributions 2 points TOTAL  
Anyone making a contribution for any charity  
(must be verified)
- ▶ Carpooling/Alternate Modes of Transportation  
30 Work days 3 points TOTAL  
60 Work days 6 points TOTAL

**There will be a 10-point cap on this category!**

### ***Awards***

Awards will be presented as follows:

- ▶ One Day Off **30 points total**
- ▶ Two Days Off **40 points total**
- ▶ Three Days Off **50 points total**
- ▶ One Week Off **60 points total**

**\*\* POINT STANDINGS WILL BE DETERMINED UPON TOTAL POINT VALUE  
WHEN TALLYING FINAL FIGURES**



**PUBLIC SERVICES EMPLOYEE INCENTIVE PROGRAM**  
***Elective Points Tally Sheet***

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

Division: \_\_\_\_\_

***Safety***

Stretching Participation:      Yes \_\_\_\_\_                  No \_\_\_\_\_

Supervisor Approval: \_\_\_\_\_

*Employees who lead stretching for two consecutive weeks can earn extra points.  
Please have a Supervisor sign below and indicate the date of the two-week duration.*

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

Approval Signature: \_\_\_\_\_

Are you a current member of the Safety Committee: Yes \_\_\_\_\_ No \_\_\_\_\_

***Education & Training***

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

Length of Course: \_\_\_\_\_

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

Job Related:                  Yes \_\_\_\_\_                  No \_\_\_\_\_

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

Length of Course: \_\_\_\_\_

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

Job Related:                  Yes \_\_\_\_\_                  No \_\_\_\_\_

***Employees need to attach copy of certificate if given one. Anything offered  
in-house should also be listed here.***

***Customer Service/Recognition***

Media Coverage Date: \_\_\_\_\_

Topic Discussed: \_\_\_\_\_

Media Coverage Date: \_\_\_\_\_

Topic Discussed: \_\_\_\_\_

Letters from Citizens/Residents – Attach copy

In-house Letters or Memos – Attach copy

***Department Involvement***

Committees Participate on: \_\_\_\_\_  
\_\_\_\_\_

Supervisor Approval: \_\_\_\_\_

***Employees need to be aware that attendance to these meetings will be a factor for scoring.***

Did you help out another community during a disaster, etc.?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, when, for what purpose and how long: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bonus Points**

**Community Involvement:**

Name of Group/Company: \_\_\_\_\_  
How Involved: \_\_\_\_\_  
\_\_\_\_\_

**Charitable Contributions:**

Name of Charity Contributing to: \_\_\_\_\_

**Carpooling/Alternate Modes of Transportation:**

Dates and Method: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supervisor Approval: \_\_\_\_\_

**Other Comments**

**APPENDIX J**

**SIDE AGREEMENT**

Recreation employees need to establish work schedules that are consistent with the services provided by the department. Upon contract execution employees will submit their schedule requests to the Director of **Parks**, Recreation and Facilities Management, or Designee.

Schedules consisting of five (5) consecutive work days and two (2) days off will be approved as long as those schedules are developed around the needs of the department and their program area. Their days off will not necessarily be Saturday and Sunday.

Employees may, with the approval of the Director of **Parks**, Recreation and Facilities Management, or Designee, choose to work a schedule that exceeds a five-day week or that does not include two consecutive days off.

All schedules must be approved by the Director of **Parks**, Recreation and Facilities Management, or Designee. The Director, or Designee, reserves the right to require employees to modify their schedule in the event of scheduled absences that impact the department's ability to deliver a scheduled program.

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City of Portland

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Date

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Professional and Technical  
City Employees Association

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Date

## APPENDIX K

### PUBLIC SERVICES SIDE AGREEMENT

During the year, winter storm events or other events that affect the public safety of the citizens of Portland may require a coordinated departmental and/or City response.

#### A. Winter Storm Events

During the winter period when sufficient numbers of Public Services ~~Works~~ employees from the Pro-Tech bargaining units who normally perform winter operations work are not available, the Director of Public Services ~~Works or designee~~ may require Pro-Tech Public Services ~~Works and Parks, Recreation and Facilities Management~~ employees, whose normal job duties do not include winter operations functions, to assist with winter operations during their regular work hours. The intent is to supplement or substitute for those employees from the Pro-Tech bargaining unit whose normal job duties include winter operations functions.

The requirement for employees, whose normal job duties do not include winter operations functions, to perform winter operations work is limited to the regular work day except in cases of prolonged events where available staffing is not sufficient to meet the needs of the event. At the request of the Director ~~or designee~~, this requirement may be extended for any given storm event to a combined total of up to 16 hours (7.5 regular hours plus additional 8.5 hours) to end not later than midnight. Such extension will be with the concurrence of the affected employee, except in cases of prolonged events, and the employee will be provided with a return time at least one and one-half hours prior to the end of their regular shift.

In cases of prolonged events where Pro-Tech staff is required to supplement or substitute for other Pro-Tech personnel performing winter operations, the on-duty Winter Coordinator will provide the employee with a return or report time.

The Department shall assign employees for the best use of their skills according to the needs of the City as determined by the Department Director ~~or designee~~. Except in the case of prolonged events, no unit members, except for those employees whose normal job duties include winter operations functions, will be required to participate in winter operations during the weekend days of Saturday and Sunday or on City observed holidays. ~~The Pro-Tech employee(s) who volunteer to assist the Towing Coordinator (Wastewater Facilities Coordinator) with towing for the winter will be required to work as needed, including weekends and holidays.~~ Employees ~~assigned to winter operations~~ will have had prior training in the use of equipment and will not be disciplined for not performing their regular duties during the period of assignment or for delays directly attributable to said assignment. ~~Positions that will be utilized during winter operations are the Paving Coordinator, Field Inspections Coordinator, Traffic Coordinator, District Coordinator, Wastewater Coordinator, Parks & Cemeteries Coordinator and the Parks Operations Manager/Arborist.~~

**PUBLIC SERVICES WORKS SIDE AGREEMENT (CONTINUED)**

Employees will be eligible for an \$8.00 meal allowance after working twelve (12) consecutive hours, providing that at least four (4) of those hours are performing winter operations duties. Employees who ~~are on the voluntary list or~~ work beyond their regular work hours at the Department's request will receive time and one-half times their regular hourly rate.

Prolonged events, as referenced above, are defined as storms or other winter weather events lasting for 72 hours or more from the start of the event through the entire event including clean-up operations (such as, but not limited to: re-plowing, snow removal/hauling, and Emergency No Parking snow removal operations).

**B. Non-Winter Storm Events**

Other events that affect the public safety of City of Portland citizens, primarily weather-related, that occur at anytime during the year may require a coordinated departmental response. Departmental employees will be expected to respond as needed according to Article 11.1.2.

Agreed to by:

\_\_\_\_\_  
City of Portland

\_\_\_\_\_  
Date

\_\_\_\_\_  
Professional and Technical  
City Employees Association

\_\_\_\_\_  
Date

**APPENDIX L**

**MEMORANDUM OF AGREEMENT**

This agreement applies to unit employees who work in the following departments: Public Services or Recreation and Facilities Management. The City will continue the prescription eyewear reimbursement program for employees whose work involves regular exposure to eye hazards in accordance with the following guidelines:

**Eligibility**

Engineering employees and other employees the Department Director authorizes as being regularly exposed to eye hazards are eligible for this reimbursement program.

- Employees who are hired on or after July 1, 1998, and
- Employees hired previously who did not take advantage of this program because they were not required to wear glasses prior to July 1, 1998.

**Reimbursement Amount**

The City will make a one-time reimbursement of \$30 to the employee for the purchase of one (1) pair of safety prescription eyewear (with an additional \$20 available for bifocal lens cost) providing the employee submits proof of purchase dated on or after July 1, 1998. Eyewear must be in compliance with ANSI standards to be eligible for the reimbursement.

This is a one-time reimbursement not a yearly reimbursement. Engineering employees may use a portion of their clothing account to fund the balance of the cost, if an initial purchase, or the full cost if a replacement purchase.

Employees who claim that their prescription eyewear has been damaged at work and request replacement through the Workers' Compensation system will be expected to provide sufficient documentation to substantiate that the damage occurred during the course of and arising out of the performance of duty and that the damage was not due to carelessness on the part of the employee. The City will continue to track Workers' Compensation costs and a significant increase in costs will be cause for the City to terminate this program.

Agreed to by:

\_\_\_\_\_  
City of Portland

\_\_\_\_\_  
Date

\_\_\_\_\_  
Professional and Technical City

\_\_\_\_\_  
Date

## APPENDIX M

### City of Portland, Maine Memorandum

|              |  |
|--------------|--|
| <b>TO:</b>   | All Pro-Tech Employees                   |
| <b>DATE:</b> | September, 1998                          |
| <b>RE:</b>   | ICMA RC 401(a) Defined Contribution Plan |

The State of Maine recently amended the retirement law which allows municipalities to offer an **alternative**, qualified pension plan to the Maine State Retirement System (MSRS) to union employees.

We currently offer the ICMA RC 401(a) pension plan to non-union employees and will be offering the 401(a) plan to union employees beginning in July. We selected ICMA RC for several reasons: 1) many of our employees already have 457 deferred compensation savings accounts with ICMA RC, 2) ICMA RC has an established record on their investment options, 3) ICMA RC offers a wide range of investment options, 4) simplified employee education and administration, and 5) a dedicated representative exclusive to the public employer pension plans.

***The following information comparing the MSRS Defined Benefit (DB) to the ICMA RC 401(a) Defined Contribution (DC) plan is very important. We suggest you read this memo carefully. If you decide to withdraw out of MSRS and join the ICMA 401(a) (DC) plan your election is irreversible.***

Pro-Tech employees currently participating in the MSRS (DB) plan receive a retirement benefit based on a percentage of their average final compensation (highest three years) provided they have satisfied the years of service and/or age requirement. Pro-Tech employees participate in the MSRS regular plan retirement which provides 50% of their final compensation after completing 25 years of service and attaining age 60. MSRS participants are vested after 10 years of creditable service. This means after 10 years of service but less than 25 years of service you would be eligible for a reduced retirement benefit at age 60. Employees in MSRS contribute 6.5% (pre-tax federal only) of their weekly income.

Employees that decide to withdraw from MSRS and participate in the ICMA RC 401(a)(DC) plan will still contribute 6.5% (pre-tax federal and state) of their weekly income and the City will contribute 7.5%. There is no guarantee on the amount of your retirement benefit with the ICMA 401(a) DC plan. The retirement benefit will be the cash value of those combined contributions plus any earned interest income at the time of retirement. The amount of your retirement account will depend on the performance of your investment choices.

Employees currently enrolled in the MSRS (DB) plan may transfer only their contributions (plus interest) into the ICMA RC 401(a) (DC) plan. The contributions made by the City into your MSRS (DB) plan cannot be transferred to the ICMA RC 401(a) (DC) plan. In other words, you will forfeit (lose) your City MSRS contributions.

After three years of service with the City, employees are 100% vested in the ICMA 401(a)(DC) plan. If you already have three years of service under MSRS when you transfer to the ICMA RC 401(a) plan, you will already have satisfied the vesting requirement.

## **APPENDIX M (cont 'd)**

If you terminate from the City of Portland after three years of service, your contributions plus 100% of the City's contributions and earned interest income are portable to 1) another employer's 401(a) plan if that plan provides for rollovers, 2) another employer's 401(k) plan, 3) rollover into an IRA and 4) lump sum or scheduled distributions subject to federal and state income taxes. The Internal Revenue Code imposes a 10% penalty if the withdrawal is taken as cash prior to 59 1/2 years of age, with certain exceptions-eg. employee becomes disabled, distribution to a beneficiary.

If you terminate from the City with less than three years of service, each completed year of service counts as 33 1/3 towards full vesting. For example, if you terminate after 2 years of service, you are eligible for all your contributions (plus interest) and 66 2/3rds of the City's contributions (plus interest).

### **If you withdraw from the MSRS (DB) plan and enroll in the ICMA RC 401(a) (DC) plan your decision is irreversible.**

In the event of a serious accident or illness which disables you from returning to work, employees enrolled in the MSRS (DB) plan are eligible for disability retirement benefits. The cost for MSRS disability retirement is paid by the City.

Employees that transfer to the ICMA RC 401(a) plan and become disabled would be eligible for long term disability benefits after a one year waiting period. During the waiting period, employees enrolled in the Maine Municipal Income Protection Plan would be eligible for 52 weeks of income replacement benefits based on the level of coverage they purchased, 40%, 55%, or 70% of monthly salary. Once the one year waiting period is satisfied, long-term disability benefits would be available at 60% of monthly salary. The cost for long-term disability coverage is paid by the City.

In the event of your death, your beneficiary would receive the balance of your account (including the City's contributions) plus accrued interest income regardless of the employee's years of service with the City.

This is a very exciting addition to our retirement planning. We hope you will join us at one of the educational meetings. If you need additional information prior to the meeting, please call Sharon Mylecraine at x8621 or Janice Kimball at x8629.

**Your Departmental Personnel Officer will notify you when educational meetings are scheduled for your department.**



**APPENDIX N**  
**PUBLIC HEALTH DIVISION SIDE LETTER**

Medical On-call Program

One Mid-Level Health Practitioner, physician or Epidemiologist will be on-call during all hours when the Division is not open to receive calls from clients. The employee on call will respond via phone to calls from clients or from service providers regarding clients who participate in any of the Public Health primary care services.

Management reserves the right to designate employees to be on-call if employees do not volunteer for this coverage. Employees are not required to respond to the work site or a medical facility; all calls will be handled with a telephone response.

Payment for being on-call is \$20 per day on weekdays that are not holidays and \$40 per day on holidays and weekend days.

Staff Coverage during City Hall Closures

When City Hall closes for a full day, Public Health employees are not required to report to work except when the Public Health Administrator determines that it is necessary in order to address public health concerns within the community. In such cases, a member of management will contact employees to report to work.

When City Hall closes for a partial day, Public Health employees who are not needed to staff clinics will be released at the same time as non-essential staff. The Public Health Administrator will determine which staff may leave in these situations.

Agreed to by:

\_\_\_\_\_  
City of Portland

\_\_\_\_\_  
Date

\_\_\_\_\_  
Professional and Technical City  
Employees Association

\_\_\_\_\_  
Date