

Order 192-16/17

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**ORDER APPROVING THE COLLECTIVE BARGAINING AGREEMENT WITH  
COMMUNICATIONS EMPLOYEE ASSOCIATION**

**ORDERED**, that the attached Collective Bargaining Agreement with the Communications  
Employee Association for July 1, 2016 through June 30, 2018 is hereby approved.

**AGREEMENT BETWEEN**

**THE CITY OF PORTLAND, MAINE**

**AND**

**THE COMMUNICATIONS EMPLOYEES ASSOCIATION**

**July 1, 2013 ~~6~~ to June 30, 2016 ~~8~~**

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## AGREEMENT

This Agreement is hereby made and entered into this ~~3rd~~ day of ~~June~~, 2015 by and between the City of Portland, hereinafter referred to as the "City" and Local 740 International Association of Firefighters, AFL-CIO, hereinafter referred to as the "Union".

### 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, MRSA) the parties have entered into this Agreement with the goal of establishing mutual rights, preserving proper employee morale, and promoting effective municipal operations.
- 1.2 The parties acknowledge that the Cities of Portland and South Portland ~~are consolidating~~ **have consolidated** emergency dispatch operations, ~~with~~ All new employees hired after the date of ~~execution of this Agreement~~ **consolidation are** to be employees of the City of Portland and covered by the terms of this collective bargaining agreement. All South Portland telecommunicators employed as of the date of ~~execution of this Agreement~~ **consolidation** will be covered by the collective bargaining agreement between the City of South Portland and IAFF Local 1476, in order to grandfather such employees as to their existing pensions and insurances, except that all such grandfathered employees are subject to the Policies and Procedures of the Portland Police Department as applicable to employees of the Emergency Communications Division and all day to day management of the South Portland employees are under the direction and supervision of the Portland Emergency Communications Director.

### 2. RECOGNITION:

- 2.1 The City hereby recognizes that the Union is the sole and exclusive representative for the purpose of bargaining with respect to wages, hours of work, working conditions, and contract grievance arbitration of all Telecommunicators and Telecommunications Supervisors **and Radio System Specialist** within the Police Department, and ~~of all the~~ Fire Alarm Specialist ~~and Radio Systems Specialist~~ within the Fire Department except employees excluded by Chapter 9-A, Title 26, Maine Revised Statutes Annotated.
- 2.2 For purposes of this Agreement, permanent full-time employees are those employees who are appointed to a permanently budgeted position to work the standard work schedule on a continuing basis. Permanent full-time employees are entitled to full benefits under this Agreement.

- 2.3 In the event that permanent part-time positions are created, permanent part-time employees will be entitled to prorated fringe benefits and shall pay a prorated cost of the health insurance benefit if they elect to participate in the group health plan.
- 2.4 All new employees in permanently budgeted positions shall serve a probationary period of six (6) months. Upon completion of the six (6) month probationary period, that period shall be considered part of the employee's seniority time. In addition, any employee who becomes a permanent employee, and who has previously served in the same classification as a temporary or seasonal employee without a break in service, shall have such temporary or seasonal time credited against their probationary period. New Employees are eligible for benefits provided under this collective bargaining agreement as earned or accrued in accordance with the provisions of this contract. Health insurance benefits shall be provided effective the first month following the employee's date of hire. Probationary employees may use any benefit provided as soon as entitled.

**3. UNION SECURITY:**

- 3.1 Effective as of January 1, 1985, it shall be a condition of employment that employees either (1) join the Union, or (2) agree to pay their fair share toward the Union's cost of collective bargaining, contract administration, and the adjustment of grievances through payroll deductions as outlined in this Article. The Union shall establish said fair share annually, not to exceed 85% of full Union dues and shall notify the City promptly as to the percentage and dollar amount of said fair share. Employees not in the Union as of the execution date shall have 10 days after execution, and new hires shall have 10 days after completion of their probationary period, within which to join the Union or to agree to pay the fair share amount.
- 3.2 The Union agrees to establish a bona fide internal Union procedure to allow non-Union employees in the unit to challenge the level of the fair share deduction established hereunder. The Association will insure that the challenge procedure complies with all applicable Federal and State Law. 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 Union 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 Union 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 or subject to the City of Portland Civil Service Ordinance.

- 3.3 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 Union any dues payment for an employee if the employee has not signed said authorization card.
- 3.4 The Union 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 this Article, said indemnification to include all costs and attorney's fees resulting from any such claims or suits.

**4. DUES DEDUCTION:**

- 4.1 The City shall deduct **Union** dues or their fair share on a weekly basis in the amount as determined by the Union membership pursuant to its Constitution and By-laws upon receipt of authorization from employees, who shall sign deduction cards in a form acceptable to the City, a sample copy of which is appended as Appendix A. Said card shall contain a provision that the dues deduction will be canceled only after fourteen (14) days written notice to the City's Director of Human Resources. If the notice of cancellation is not revoked in writing by the member within the 14-day period, the City shall cease making that employee's deduction. The **Union** shall be given notice of any cancellation of dues by a unit member.
- 4.2 The City shall forward to the Secretary-Treasurer of IAFF Local 740 such deductions each month following the month of deductions.
- 4.3 In the event of a change in the amount of dues voted by Local 740 during the term of this Agreement, the Treasurer of the Union shall notify the 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 forms. The City shall commence said deduction change within thirty (30) days after receiving written notification from Local 740.
- 4.4 The City further agrees to make deductions from employees paychecks for programs provided in Article 18, Insurance, upon the employee's written authorization to make such deductions.
- 4.5 The **Union** shall indemnify and save the City harmless against all claims and suits which may arise by reason of any action taken in making deductions and remitting same to the Union pursuant to this Article. Notwithstanding the above, nothing herein shall be construed as requiring employees represented by the **Union** to become or remain members of the Association.

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

5.1 The City retains all rights and authority to manage and direct its employees except as otherwise specified in this Agreement. The Association acknowledges the right of the City to make appropriate rules and regulations governing the conduct and qualifications of its employees, provided they are not inconsistent with the provisions of this Agreement. Except as otherwise provided in this Agreement, the foregoing shall not constitute a waiver of the duty to bargain regarding mandatory subjects of bargaining.

**6. ON THE JOB INJURIES:**

6.1 Extra-Hazardous Injuries

6.1.1 The Fire Alarm Specialist and the Radio Systems Specialist covered by this Agreement who, while performing extra- hazardous activities, receives an injury for which he is subsequently paid benefits under the Worker's Compensation Act, shall receive in addition to such benefits, and as long as such benefits are payable, the difference between compensation for total incapacity under the Act and his net take-home salary at the time of injury, while any such incapacity exists until he is placed on disability retirement, returns to active duty, resigns, or is discharged for just cause.

6.1.2 Net take home salary is defined as the employee's regular gross salary minus his federal and state income tax deductions as of the date of injury.

6.1.3 Extra-hazardous Injuries are defined as follows:

6.1.3(a) Injuries which arise out of and in the course of the operation of a City vehicle in emergency situations.

6.1.3(b) Any other injury occurring during emergency situations due to the exposure of a Fire Alarm Specialist or Radio Systems Specialist to serious risks or hazards not normally encountered as a part of his duties as a communications employee.

6.2 Non-Hazardous Injuries

6.2.1 An employee covered by this Agreement who is injured on the job but such injury is not extra-hazardous as defined above shall be entitled to benefits only pursuant to the Workers' Compensation Act. In the event of a non-hazardous injury, an employee can use accumulated sick leave

to make up the difference between his net take-home salary at the time of injury and benefits payable under Workers' Compensation and to make the 7-day waiting period.

6.3 In the event an injury is determined to be extra-hazardous, the 7-day waiting period shall be paid as part of the extra-hazardous compensation due to the employee.

6.4 Employees receiving Workers' Compensation benefits under this article, whether an extra-hazardous injury or not, shall continue to accrue sick and vacation benefits during the first twelve (12) months of incapacity. Employees shall not accrue or receive payment for holidays during the duration of their incapacity. Employees may take vacation leave while out on Workers' Compensation, but in no case shall they receive double payment for vacation time.

6.5 Effective January 1, 2004, employees out on Workers' Compensation, whether an extra-hazardous injury or not, 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 (MainePERS). 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.

6.5.1 Retirement service credit will be provided only for the time for which pension contributions have been made.

#### 6.6 Transitional Work Program

6.6.1 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 (3) years of the date of injury. This decision will be based in part on information provided by health care professionals.

6.6.1.1 "Transitional Work" is defined as a temporary job assignment created 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.

6.6.1.2“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.

#### 6.6.2 Eligibility

Participation in the Transitional Work Program will be limited to a period of 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 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 B for a sample trial work agreement.

#### 6.6.3 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 in that assignment. 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 (3) 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) years of the date of injury, the 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.

### 6.7 Re-employment within Three Years of Date of Injury

6.7.1 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 (3) 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.

- 6.7.2 If the employee cannot return to the position held on the date of injury within three (3) years of the 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.
- 6.7.3 Upon a determination of capability to work, the employee will provide the City with his/her current medical restrictions and the positions he/she wishes 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.
- 6.7.4 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.

## 6.8 Termination of Employment

- 6.8.1 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.
  - 6.8.2 If unable to return to Regular Work by the date specified in the ninety (90) day notification listed in 6.6.3, 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 6.7 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.
- 6.9 Any interpretation or application of the Workers' Compensation Act shall be determined by the Workers' Compensation Board and shall not be subject to the contractual grievance/arbitration procedure as outlined in Article 19 of this Agreement.

6.10 Notwithstanding the above, all parties reserve their rights under the Workers' Compensation statute and other applicable State or Federal law. Furthermore, it is not the City's nor the Union's position to limit or restrict, in any fashion, the individual's rights granted by any State statute.

**7. JOB SPECIFICATIONS:**

7.1 The City will make available to employees, upon request, job descriptions which outline the duties of each employee (including but not limited to public safety telecommunicators and supervisors) in the unit. The City agrees to submit all new and revised job descriptions covered by this Agreement to the Association for review and recommendations. Said recommendations must be submitted to the Director of Human Resources within ten (10) working days after receipt of the job specifications. However, nothing contained herein or in the job descriptions shall be construed as diminishing the current duties of employees (except telecommunicators shall not be required to undertake major maintenance, construction or repair of departmental property), or as limiting the City's ability to assign additional duties as necessary, or as limiting duties to those consistent with prior practice. The foregoing is not intended, nor may it be construed to be a bargaining waiver for changes that would materially and significantly impact employees.

7.2 A copy of the current job descriptions for telecommunicator and telecommunicator supervisor are attached as Appendix C-1 and C-2. A copy of the current job descriptions for Fire Alarm Specialist and Radio Systems Specialist are attached as Appendix C-3 and C-4. Employees, other than electrical employees, shall not be detailed to other departments of the City except in case of emergency affecting the health, safety and welfare of the City.

7.3 Employees shall not use any information, confidential or otherwise obtained during their employment with the City in any way other than in the performance of their duties and shall use their best efforts to prevent and protect the confidentiality of the information.

**8. STAFF MEETINGS:**

8.1 The City agrees to compensate off-duty employees for attendance at mandatory staff meetings posted by the Emergency Communications Director, or his/her designee, in accordance with this Article. The purpose of the staff meeting and/or the agenda for the meeting shall be included in the posting notice. Compensation for these meetings for off-duty personnel shall be three (3) hours of straight time pay or time and one-half pay for actual hours spent in the meeting, whichever is greater.

8.2 Any mandatory staff meeting must be posted seven (7) calendar days in advance. An employee shall not be required to attend any meeting while on a pre-approved or authorized leave, such as vacation, sick, bereavement, disability, personal educations, military, Family and Medical Leave (FMLA), holiday, other as defined in Articles 17 (Sick Leave, 18 (Other Leave) and 22 (Vacations) of this Agreement.

## 9. FILLING OF JOB VACANCIES

### 9.1 New Hires:

9.1.1 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 in 9.1.2 below, 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.

9.1.2 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.

9.1.3 Applicants for unit vacancies shall be evaluated by the Department Head, or designee, in accordance with the following criteria: 1. Qualifications; 2. Experience; 3. Seniority; 4. Performance; 5. Special Training or Skills; 6. Job-Related Aptitude Test.

9.1.4 All new hires shall be employees of the City of Portland and shall be added at the bottom of the seniority list in Appendix D according to their date of hire.

### 9.2 Transfers:

9.2.1 Bid Process: The transfer opportunity will be posted within thirty (30) days of the occurrence of the vacancy as defined above. The posting will include the date and time phone calls will be made to eligible employees in order to fill the vacancy. The Emergency Communications Director or designee shall call the employees, starting with the most eligible senior employee and offer them the open vacancy and any other open vacancies that may be created with the filling of the open position. If an employee is not going to be available via telephone during the hours specified, it is the employee's responsibility to notify the Emergency

Communications Director or designee of their interest in any potential transfer prior to the posted time for the telephone calls.

9.2.1.1 Transfer bids will be awarded based on seniority pursuant to the seniority list attached as Appendix D-1, except as provided in Appendix E and G for supervisors; however, transfers may be denied for reasons related to the safe and efficient operation of the Emergency Communications Center.

9.2.1.2. The employee who is awarded the transfer will be notified in writing of the transfer date, which shall be within ninety (90) days of the posting of the notice.

9.2.2. After completion of the bid process in 9.2.1 but prior to determining the post-training assignment for a new hire in Telecommunications, current employees of both Portland and of South Portland (who are covered by the Agreement with IAFF Local 1476) will be allowed to request a transfer to the shift where the vacancy then exists providing they hold the same classification as the vacancy. Such requests will be considered by seniority and may be denied for reasons related to the safe and efficient operation of the Emergency Communications Center. If a request is granted, the employee will be notified in writing of the transfer date which shall be within one hundred and twenty (120) days of the posting of the notice under 9.2.1 above.

9.3 Mutual shift changes (i.e. from 5-8's to the combination of 2-8's and 2-12's or vice versa) between employees of the same classification will be allowed provided all parties, including the respective Supervisors and the Emergency Communications Director are in agreement and neither of the positions will be a probable vacancy within a year. Neither person may participate in future bidding for six (6) months.

## **10. INSURANCE:**

### **10.1 Life Insurance:**

10.1.1 The present practice with respect to City and employee participation in the cost of the Maine Public Employees Retirement System group life insurance premiums shall be continued for the term of this Agreement. At their own expense, employees may participate in the basic and supplemental term life insurance and dependent insurance offered by the Maine Public Employees Retirement System and governed by their procedures.

10.1.2 The City reserves the right to obtain equal to or better than the above-mentioned level of benefits from another source during the life of this Agreement.

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

10.2 Medical Insurance:

10.2.1 The City provides a self insured health insurance benefits program with claims administration by the City's third party administrator. The City reserves the right to implement changes to this primary plan that are recommended by the Health Insurance Advisory Committee and approved by the City Manager. *Effective no sooner than January 2016, changes to the City's health plan will be implemented incorporating the principles of a value-based insurance design.*

10.2.1.1 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.

10.2.1.2 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.

10.2.1.3 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.

10.2.2 For employees who are hired into a permanent position prior to January 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 10.2.4 below.

10.2.3 For employees who are hired into a permanent position on or after January 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 difference between the *cost of the* individual subscription rate and the family subscription rate *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 elects to have said family medical insurance coverage. Effective no sooner than January 2016, 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%).

- 10.2.4 The City will pay, or share in the payment of, whichever is applicable, 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 coverage by more than one family subscription will be entitled to full or part payment, as applicable, from the City for no more than one family subscription, with other family members entitled only to individual subscriptions. Said subscriptions shall be on the same terms and conditions as specified in 10.2.1, 10.2.2 and 10.2.3 above.
- 10.2.5 The City will provide the Union 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.
- 10.2.6 The City shall begin payment on health insurance premiums effective the first month following the employee's date of hire.
- 10.2.7 Reopener: Notwithstanding any provision of this Agreement, either party may reopen this health insurance article and the salary article on or after July 1, 1994. The salary article shall only be reopened if the health insurance article is renegotiated and upon request of either party. Any subsequent negotiations shall be conducted in accordance with the most recent executed ground rules.
- 10.2.8 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.

10.2.9 Except as provided in 10.2.10.1 below, the City agrees to continue health care benefit deductions on a pre-tax basis as provided by the Internal Revenue Service.

10.2.10 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.

10.2.10.1 The portion of the employee's health insurance contribution for domestic partner coverage, as outlined in 10.2.3 above, will be taken on a post-tax basis.

10.2.10.2 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.

### 10.3 Income Protection and Dental Insurance Deductions:

10.3.1 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.

10.3.2 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 in the plan; effective July 1, 1999 employees may enroll a domestic partner on the City's dental insurance plan providing the employee satisfies 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, however.

## 11. PENSIONS:

11.1 The City is a participating local district under the Maine Public Employees Retirement System (MainePERS). Permanent/project employees who work a normal week of 21 hours or more per week are required to join the retirement system program in accordance with 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.

11.1.1 The City shall continue to participate in the Maine Public Employees Retirement System Regular Plan pursuant to the Regular Plan, Rule 94-411, Chapter 803, Sec. 7, Paragraph A (Regular Benefit Plan AC). 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.

11.1.2 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 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.

11.2 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.

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

11.4 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.

## **12. SENIORITY AND PERSONNEL REDUCTIONS:**

12.1 Seniority is defined as continuous permanent service in the Emergency Communications Division(s), except as provided for supervisors in Appendix E and G in regard to shift selection and personnel reductions. The combined Portland/South Portland communications seniority list is attached as Appendix D-1. In the event of personnel reductions, the City will identify in the budget the positions to be eliminated by classification. Individuals will be laid off on the basis of seniority and qualifications. Vacant positions will be eliminated prior to eliminating a filled position.

- 12.2 Employees may bump into other unit positions in the following order:
- 12.2.1 The employee will first be offered any suitable vacancy in the unit which the employee is qualified to perform, as determined by the City.
  - 12.2.2 If there are no available positions under 12.2.1 above, the employee may bump less senior employees in positions which the City determines the employee is qualified to perform.
- 12.3 Employees may opt to accept lay-off at any point in the bumping process rather than exercising their bumping rights.
- 12.4 No employee can bump into a promotional classification. An employee who bumps into a position under 12.2 above will be paid at the range for that position at the step closest to their permanent rate which does not result in an increase.
- 12.5 Employees who are laid off will receive all separation pay to which they would be entitled if they had resigned in good standing.
- 12.6 Seniority rosters will be posted in work locations and sent to the unit president in January of each year.
- 12.7 Employees who are laid-off or who bumped into positions under 12.2 above shall have a 15-month recall right to the classification from which they were laid-off and in the reverse order of lay-off. An employee on lay-off shall keep the City informed of his/her current address and the City may rely on its records for the last address of the laid-off employees, and may remove from the recall list any person who does not respond or accept recall to work within ten (10) days after mailing of notification. A copy of such recall notification shall be mailed to the President of the unit for his information.

### 13. CLOTHING:

- 13.1 Work uniforms, as described below, will be issued annually to employees or on an as needed basis.
- 13.1.1 Telecommunicators and Radio Systems Specialist (\*\*):
    - ~~4 pairs of trousers/slacks or culottes/skirts, the cost of which is consistent with the cost of slacks.~~
    - ~~5 shirts/1 of the shirts may be swapped for a sweatshirt or sweater~~

- a.) 5 polo shirts
- b.) 2 long sleeve fleece
- c.) \*\* Winter jacket
- d.) \*\*Steel toe footwear

13.1.2 The City agrees to reimburse up to three hundred dollars (\$300.00) effective upon ratification/approval of the contract year for the purchase of pants (khaki colored), work shoe/boot and a black belt. Thereafter beginning each fiscal year employees will be reimbursed up to three hundred dollars (\$300.00) there will be no rollover of funds.

13.1.3 ~~Fire Alarm Specialist and Radio Systems Specialist~~ will be supplied with the following items and these items will be replaced on an as needed basis:

- 5 pairs of trousers
- 3 winter shirts or sweatshirts
- 5 t-shirts
- 1 fall/summer jacket
- 1 winter jacket
- 6 patches
- 1 pair of coveralls
- Line gear:     Electrical gloves
- Safety boots with steel toe/shank
- Safety glasses
- Hard hats

~~13.2 Electrical gloves and line gear, appropriately, shall be supplied to Fire Alarm personnel.~~

#### 14. LEGAL AID AND PROTECTION:

14.1 The City shall, 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. sub-section 8101 et. seq. The City, in its discretion, may provide such defense and/or indemnification through a self-insurance program or through insurance coverage limited to Four Hundred Thousand Dollars (\$400,000), including costs other than defense costs for any and all claims arising out of a single occurrence, to be purchased by the City.

14.2 In any case in which the City is not defending the employee under 14.1 above, the City will, with the consent of the employee, assume the defense of and

indemnify the employee, up to the statutory limits 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.

- 14.3 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 approve retention of any outside counsel. Further, in all cases in which the City has assumed the defense of an employee, the City Council may, in its discretion, and after consultations with the Corporation Counsel, authorize and accept settlement of the case.
- 14.4 It is a condition of the City's obligation to defend and 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, participating in all pre-trial and trial proceedings. "City" as used under this section shall include officers, employees and agents of the City, including, without limitation, attorneys designated or hired by 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.
- 14.5 Paragraph 14.4 above may not be construed to imply that an employee who is not a defendant has no 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.
- 14.6 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.

14.7 The rights of the City and the members are governed by this article and are not affected by the terms of any policy of insurance.

**15. UNUSED SICK LEAVE UPON SEPARATION:**

15.1 During the term of this Agreement, when an employee is laid off, the employee shall receive an amount equal to his/her salary at the time of lay-off for one-half (1/2) the number of days of his accumulated unused sick leave up to a maximum of ninety (90) days of pay.

15.2 During the term of this Agreement, when an employee retires from continuous permanent active service with the City and is immediately eligible for retirement benefits under one of the two primary pension plans outlined in Article 11, the employee shall be entitled to receive an amount equal to his/her salary at the time of retirement for one-half (1/2) of accumulated sick leave up to a maximum of ninety (90) days of pay, provided the employee has a minimum of sixty (60) days of sick leave accumulated. Retiring employees with less than sixty (60) days shall not receive any payment.

15.3 In the event of death before retirement of an employee covered by this Agreement, unused sick leave shall be paid to the employee's designated beneficiary or estate, in the salary equivalent to one-half (1/2) of his/her then accumulated unused sick leave, said payment not to exceed payment for ninety (90) days.

15.4 In the event of death in the line of duty of an employee, the City shall pay one hundred percent (100%) of the employee's total accumulated unused sick leave balance to the employee's designated beneficiary or estate.

15.5 For resigning employees of good standing with 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) years or more of continuous permanent service with the City, payment shall be one-half (1/2) of accumulation with a maximum payment of forty-five (45) days. A good standing resignation is considered to be two (2) weeks notice of resignation.

15.6 For purposes of this article, a day is defined as eight (8) hours.

**16. SUBSTITUTIONS:**

- 16.1 An employee in the unit may exchange a shift with another qualified employee on another shift, provided:
- 16.1.1 The exchange is approved in advance by the Emergency Communications Director or his or her designee, which shall be denied only for good reason.
  - 16.1.2 The City shall not be held responsible for enforcing any agreement made between employees and shall be under no financial obligation to substitute for his duty as a substitution.
  - 16.1.3 Substitutions will not ordinarily be permitted for more than three (3) consecutive shifts.
  - 16.1.4 The substitutions are made between equally or greater qualified employees. It is the responsibility of the employee making the substitution to make sure that the shift being swapped is eligible to be paid back according to the staffing needs of the PRCC when the leave slip is signed. With regard to qualifications needed, it is understood that the swap on employee who agrees to the substitution will be responsible for covering the shift.

**17. SICK LEAVE:**

- 17.1 Sick leave shall accrue at the rate of 1.85 hours per each full payroll week with unlimited accumulation. The weekly earnings rate shall be adjusted in the last week of the calendar year in accordance with annual accrual amounts of 96 hours.
- 17.2 Sick leave may be used only in the following cases:
- 17.2.1 Personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his position, unless the Department Head or his designee determines that the employee is capable of other work in the Department. If requested, the employee shall furnish the Department Head or designee a certificate from his attending physician. Alternatively, the City may require the employee to submit to an examination by a physician of the City's choosing, said expenses to be borne by the City.
  - 17.2.2 Attendance upon members of the family within the household of the employee when the illness requires care by the employee, including domestic partner and his/her relatives who live within the household of the employee not to exceed twelve (12) days per year, unless such leave

qualifies as FMLA leave.

17.2.3 At the discretion of the Department Head or designee, sick leave may be used in the event of the death of an immediate family member as defined in 18.1.2 but in no event for more than three (3) working days.

17.2.4 Employees who wish to use sick leave to care for a domestic partner or member of his/her family in accordance with 17.2.2 above, or in conjunction with bereavement leave in accordance with 17.2.3 above, must satisfy the eligibility requirements for claiming an individual as a domestic partner under state law or City ordinance.

17.3 Sick leave use shall be evaluated by the Department Head or designee on an individual case-by-case basis and in accordance with established departmental procedure.

#### 17.4 Conversion to Vacation Leave

17.4.1 Any permanent employee working the standard 40 hour work week who uses the equivalent of two or fewer sick days within any consecutive 12 month period may elect to convert 48 hours of accrued sick leave to 40 hours of vacation leave. Two or fewer days is equivalent to a maximum of sixteen (16) hours for employees working a 5/8 schedule or twenty four (24) hours for employees working a combination of two eight (8) hour shifts and two twelve (12) hour shifts.

17.4.1.1 Alternatively, an employee who has 12 or more years of permanent City service and a sick leave balance of no less than 768 hours may elect to convert 48 hours of accrued sick leave to 40 hours of pay at their regular hourly rate.

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

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

#### 17.5 Personal Leave

17.5.1 Any permanent employee working a 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, vacation leave or compensatory time to an equivalent amount of personal leave. Eligible employees may make the personal leave conversion in accordance with the provisions of 17.4.2 only during the month of July.

17.5.2 Sick leave will be converted to personal leave at the time the conversion is elected. The personal leave balance will change as personal leave 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. 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 nor the subsequent use of personal leave under this section shall be considered to be use of sick leave for purposes of determining eligibility for the Chief's Perfect Attendance Program.

17.5.3 The employee will give the Emergency Communications Director or designee no less than twenty-four (24) hours and no more than thirty (30) days advance notice of the use of personal leave. In any case the employee will notify the Emergency Communications Director 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 shall not be used on a holiday and shall not be used on a day for which the employee has requested vacation or other discretionary leave and has been denied that request. 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.

## **18. OTHER LEAVE:**

### **18.1 Bereavement Leave**

18.1.1 An employee shall be excused from work for up to five (5) consecutive shifts because of a death in their immediate family, as defined below, and shall be paid their regular rate of pay for the scheduled working hours missed. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral.

18.1.2 Immediate family is defined as spouse, child, step-child, parent, brother, sister, mother-in-law, father-in-law, step-parents, grandparents and grandchildren. Immediate family also includes domestic partner, child of domestic partner, parents and siblings of domestic partner providing the

employee meets the City's eligibility requirements for claiming an individual as a domestic partner.

- 18.2 Funeral Leave: In addition to the foregoing, 1 shift may be used for attendance at the funeral of the following relatives: aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or other relatives living in the same household as the employee. One (1) shift of funeral leave may be used to attend funeral of a domestic partner similarly related providing the employee meets the City's eligibility requirements for claiming an individual as a domestic partner.
- 18.3 Jury/Witness Duty Leave: The City shall pay to an employee called for jury duty or as a witness to a case (wherein the employee is not a plaintiff or defendant in the case) the difference between the regular pay and the juror's pay or witness fee upon presentation of an official statement of pay received. This article does not apply to employees required by the City to appear on behalf of the City at a court hearing; such appearances are covered in Article 24. An employee excused by the Court for any reason shall be required to return to work promptly thereafter, except when arrangements have been made for replacement for a given work period.
- 18.4 Military Leave: Military leave and ~~any rights~~ to re-employment after such leave shall be available to employees under the terms and conditions of applicable federal and/or state law ~~as may be amended from time to time~~. 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 ~~rights to re-employment after such 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 ~~as may be amended from time to time~~. 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 payment 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 Disability Extended Medical Leaves of Absence:

- 18.7.1 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 and 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 sufficient 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.

~~When disabled, an eligible employee may be placed on a leave of absence not to exceed three months if (1) either their attending physician requests same, or (2) their attendance or performance becomes unsatisfactory because of the disability. The employee will be notified in writing when the City places the employee on leave. 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 their 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 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 a 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.~~

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

- 18.7.2 ~~Except for emergencies~~ Absent unusual circumstances, the employee shall submit written notification to their ~~Department Head~~ Human Resources representative at least ~~one month~~ thirty (30) days prior to their anticipated departure stating the probable duration of the leave. The ~~Department Head~~ Human Resources representative may require the employee to provide a statement from their physician setting forth (1) the anticipated duration of the disability, and (2) whether they may continue to perform their work assignments.
- 18.7.3 Upon written request of the employee submitted to their ~~Department Head~~ Human Resources representative at least two 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.
- 18.7.4 Disability leaves of absence, including extensions and renewals, ~~shall not exceed a total of twelve (12) months duration~~ will not be approved for a total combined period in excess of twelve (12) months from the start of the leave. At the expiration of the twelve (12) months, any requests for extension beyond the twelve (12) months will be evaluated according to physician recommendations in accordance with applicable law..
- 18.7.5 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-month (12) period.
- ~~18.7.6 Leaves of absence for disabilities related to pregnancy may be requested under this subsection.~~

18.8 Short-Term Leave of Absence: A regular employee may be granted a leave of absence without pay by their 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 60 days. The employee requesting such leave must make written request at least two weeks in advance of the request date leave is to begin, unless the reason for such leave is of such an emergency nature as to preclude this requirement.

18.9 Special Leaves (Long-Term): 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 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 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.

18.10 Family Medical Leave (FMLA)

18.10.1 Consistent with applicable state or federal Family Medical Leave laws, 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 Director of Human Resources 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 who 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 (12) month period during which this entitlement may occur is a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave. The leave shall be an unpaid leave 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 hourly schedule if the employee and the City agree, or if medically necessary. The employee shall provide medical certification of the need for the leave. FMLA

leave is governed by the requirements of state and/or federal FMLA laws, as they may apply. If the requirements, benefits, definitions and/or scope of either the federal or state FMLA changes during the term of this Agreement, such changes are automatically incorporated into this Agreement, except that nothing in this provision shall be construed to provide employees with less protection under FMLA than set forth in this Article.

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

18.11 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 and approval of an extension of the leave, shall be deemed a resignation from service.

18.12 Employee's requests for leaves of absence under this Article shall not be denied in an arbitrary or capricious manner, but remain discretionary with the City, [consistent with applicable law](#).

18.13 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, [personal leave or compensatory time credits](#) during such leave. [Employees are responsible for making payment of their portion of weekly benefits premiums, including, but not limited to, health insurance, dental insurance, retirement, union dues or fair share dues, etc. that may apply, after accrued benefit time being used to pay for said premiums has been exhausted. Failure of the employee to keep current with weekly benefits premiums as applicable may result in termination of benefits/coverage. Employees on approved leave of absence shall inform the Human Resources department as to how they wish to pay for their portion of benefits premiums](#) The employee will accrue holiday, vacation or sick leave ~~credits~~ during the first twelve 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.

## 19. GRIEVANCE PROCEDURE:

19.1 Should the Association 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:

19.1.1 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 five (5) calendar days of receipt of notification of the grievance from the Association.

19.1.2 If the Association and the supervisor have not resolved the grievance, the Association may submit the details of such grievance in writing to the Emergency Communications Director within ten (10) calendar days after meeting with the supervisor under Step 19.1.1, such details to include:

19.1.2.(a) a statement of the grievance including the facts surrounding the issue;

19.1.2.(b) identification of the clause, section or provision of the Agreement which is in dispute; and

19.1.3 (c) the remedial action requested, when possible or practicable.

Within ten (10) calendar days after the Emergency Communications Director receives such grievance s/he shall meet with a representative of the Association, the employee, and other persons deemed necessary for the purpose of adjusting or resolving the grievance. The Emergency Communications Director shall render a decision in writing within ten (10) calendar days after such meeting.

19.1.3 Within twenty (20) calendar days of receipt of the decision of the Emergency Communications Director, the Association may appeal the decision to the Portland/South Portland Public Safety Dispatch Board of Governance (Appendix J - the "Board") as defined in the Inter-Local Agreement dated July 17, 2007, by filing a copy of the written grievance and the response at Step 19.1.2 with the Chair of the Board. The Board, or its designated representative(s), shall meet with the Association within ten (10) calendar days and provide the Association with a written decision within ten (10) calendar days after such meeting.

19.1.4 In the event that the decision of the Board rendered pursuant to 19.1.3 above is not acceptable to the Association, within twenty (20) calendar days after receipt of the decision at Step 19.1.3, it may request in writing that the matter be submitted to mediation. If the parties mutually agree

that mediation is appropriate, a mediator acceptable to both parties shall be selected within thirty (30) calendar days of the request for mediation. If mediation (i) is not requested, (ii) does not resolve the grievance, or (iii) either party declines to mediate in writing to the other party, then the Association may request arbitration as provided in 19.1.5 below. A party's decision to request or decline mediation in any grievance shall not be used or held against either party in any future grievance or arbitration, nor shall it establish any precedent.

19.1.5 In the event that the decision of the Board rendered pursuant to 19.1.3 above is not acceptable to the Association, and/or the parties have exhausted all remedies including Mediation as set forth in 19.1.4 above, within twenty (20) calendar days after receipt of the decision at Step 19.1.3 if mediation is not requested, or within twenty (20) calendar days after mediation is declined or occurs without resolution, the Association 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 ten (10) calendar 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 not have 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. The costs of the mediation services and/or the arbitrator, and of the arbitration, shall be borne equally by the parties.

19.1.6 The time limits for processing of grievances and for written decisions of the City may be extended by written or electronic communication indicating the mutual consent of the parties. Steps 19.1.1 and 19.1.2 in the grievance procedure may be waived by written or electronic communication indicating the mutual consent of the parties.

19.1.7 At Steps 19.1.2 and 19.1.3 of the grievance procedure, the Emergency Communications Director or Board of Governance may designate a duly authorized representative(s) to act on their behalf.

19.1.8 All grievances shall be commenced not later than thirty (30) calendar days after the occurrence of one of the following two events, whichever shall be later in time:

19.1.8.(a) The time of the occurrence of the event giving rise to the grievance; or

19.1.8.(b) The time the event became known to either the Association or the employee concerned.

19.1.9 Time limits for appeals and for written decisions by the City may be extended by mutual consent of the parties. In the event that the City representatives fail to respond within the specified time limit, the Association and grievant may appeal to the next level.

**20. DISCIPLINE:**

20.1 Disciplinary actions shall not be taken without just cause in accordance with City of Portland administrative regulation 25. Just cause shall be deemed to include, but not be limited to, violation of departmental rules and regulations, incompetence, misconduct, negligence, insubordination and intoxication or being under the influence of controlled substances, apart from duly prescribed medications.

20.2 The City recognizes the right of employees to request Union representation at disciplinary hearings or investigative interviews.

20.3 The Association shall receive written notice of written warnings and suspensions within five (5) days after the effective date of the action. The Association will be copied on all pre-termination hearing notices.

20.4 Written reprimands shall not be used against the employee after a period of two (2) years, provided that there has not been a recurrence of a similar offense during that two-year period.

**21. SAVINGS:**

21.1 If any provision of this Agreement or any application thereof to any employee or group of employees is found contrary to law, then such provision or application will be invalid or subsisting to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**22. VACATIONS:**

22.1 Accruals:

22.1.1 Effective July 1, 2008, all permanent employees covered by this Agreement shall accrue 1.54 hours of vacation leave per full payroll week in the first through the second years of service.

- 22.1.2 All employees covered by this Agreement shall accrue 2.31 hours of vacation leave per full payroll week in the third through the sixth years of service.
- 22.1.3 All employees covered by this Agreement shall accrue 3.08 hours of vacation leave per full payroll week in the seventh through the nineteenth years of City service.
- 22.1.4 All employees covered by this Agreement shall accrue 3.85 hours of vacation leave per full payroll week in the twentieth and succeeding years of City service.
- 22.1.5 Effective July 1, 2008, no more than 160 hours of vacation leave may be accumulated and carried over by an employee.
- 22.1.6 Vacation leave earnings shall be credited and posted on a weekly basis. For purposes of this article, years of service is defined as consecutive City service. The weekly earnings rate shall be adjusted on the last pay period of the calendar years in accordance with the annual accrual amounts of 80 hours, 120 hours and 160 hours.
- 22.1.7 Employees who earn vacation leave at a rate of 2.31 hours *or more* of vacation leave per full payroll week may convert one (1) week of vacation to one (1) week's cash bonus once during any calendar year.
- 22.2. Upon execution of this Agreement, and to the extent possible and consistent with the needs of the department, vacation scheduling of employees, other than ~~fire alarm employees~~ **Fire Alarm Specialist and Radio Systems Specialist**, will be subject to the following:
- a. Employees will be divided into four (4) telecommunicator groups and one (1) supervisor group as provided in Appendix F.
  - b. One (1) telecommunicator from each group can be on vacation at the same time, and one additional telecommunicator from any one of the four (4) groups can be on vacation at that time, for a total of five (5) telecommunicators on vacation at the same time; at no time would more than two (2) people in the telecommunicator group be allowed to be on vacation during the same Sunday – Saturday week; and
  - c. In addition to the telecommunicators, one supervisor can be on vacation at a time during a Sunday to Saturday week.
  - d. Notwithstanding the foregoing, during the months of June, July and August, except for the Sunday – Saturday week during which the fourth

of July falls, one (1) additional employee (telecommunicator or supervisor) can be on vacation;

- 22.2.1 The foregoing provisions shall apply to requests for vacation of one full work week or more.
  - 22.2.2 Request for partial week vacations or single day vacations shall be granted at the discretion of the Emergency Communications Director or his or her designee.
- 22.3 Vacation "picks" shall be done by seniority in Appendix D-1, pursuant to the following:
- 22.3.1 Each employee shall pick two full weeks of vacation in the first round. Employees may pick any additional weeks of vacation in following rounds, or they may choose to float any additional vacation time after selection of the two weeks.
  - 22.3.2 Drawing for partial vacation weeks will be done after the rounds of drawing for full weeks has been completed.
  - 22.3.3 Between October 1 and October 31, the Emergency Communications Director, or his or her designee, shall initiate and complete the vacation selection process for the subsequent calendar year.
  - 22.3.4 Eligibility for vacation shall be based upon the prospective amount which will be earned by the employee during the year for which the selection is being made. In the event an employee resigns, retires, or is terminated prior to earning vacation time which has already been taken, the amount paid to the employee for such unearned time will be deducted from his or her final paycheck.
- 22.4 Subsequent to completion of the vacation pick process outlined in Section 22.3, any uncommitted earned leave, other than sick leave or a leave of absence, may be requested for the next calendar year on a "first come" basis and shall be granted at the discretion of the Emergency Communications Director, or his or her designee. The Director, or his or her designee, shall determine whose request is first based upon the received date and time, with seniority used to break any "tie" in such date and time. All such requests shall be made by departmental policy.
- 22.5 Cancellation of previously approved vacations under this Article may occur in the event of an emergency as determined by the Emergency Communications Director or designee. Nothing in this Article shall be construed as limiting, modifying, or constraining the City's right to determine and set levels of manpower and the City's right to manage and direct its employees.

22.6 ~~Fire Alarm personnel are to submit their vacation requests at least two (2) weeks in advance, except in the event of extenuating circumstances, and must be approved by the Fire Chief or designee.~~

Fire Alarm Specialist and Radio Systems Specialist are to submit their vacation requests at least two (2) weeks in advance, except in the event of extenuating circumstances. The Fire Alarm Specialist must receive approval by the Fire Chief or his/her designee. The Radio Systems Specialist must receive approval from the Emergency Communications Director.

22.7 Once vacations have been scheduled, an employee may change the dates of their vacation subject to availability of desired dates.

### 23. HOLIDAYS:

23.1 The following holidays shall be paid holidays as of the day observed, or the actual day as noted below, for all employees covered by this Agreement:

- 23.1.1 New Year's Day
- 23.1.2 Martin Luther King's Day,
- 23.1.3 President's Birthday
- 23.1.4 Patriot's Day
- 23.1.5 Memorial Day
- 23.1.6 Independence Day (4<sup>th</sup> of July)
- 23.1.7 Labor Day
- 23.1.8 Columbus Day
- 23.1.9 Veteran's Day
- 23.1.10 Thanksgiving Day
- 23.1.11 Christmas Day (Actual holiday)

In addition to the above, any special non-recurring holiday declared by the President of the United States or the Governor of the State of Maine and observed by other City employees pursuant to order of the City Council of the City of Portland shall be allowed as an additional holiday.

23.2 In addition to the foregoing holidays, each employee in the unit shall be entitled to one (1) floating holiday annually. The date on which Telecommunications personnel take the floating day is to be worked out in advance with ~~his/her Department Head~~ the Emergency Communications Director or designee. ~~Fire Alarm personnel~~ The Fire Alarm Specialist and the Radio Systems Specialist will take their floating holiday on the day after Thanksgiving Day.

23.3 If one of the above-described holidays falls on an employee's regularly scheduled work day, such employee shall receive his regular pay plus a compensatory day

off. In lieu of his compensatory day off, an affected employee may elect to cash in the compensatory holiday day. If the employee is on scheduled vacation, the employee will receive holiday pay unless he/she opts to charge the observed holiday as a day of vacation leave. If the employee elects this option they will also receive a holiday credit. In no event shall an employee be permitted to charge an observed holiday as a day of sick leave.

23.3.1 Employees who work on the actual Christmas Day (12/25) and/or 4<sup>th</sup> of July (7/04) will receive additional holiday pay at the employee's straight time rate for actual hours worked.

- 23.4 If one of the above-described holidays falls on an employee's regularly scheduled day off, the employee shall be credited with a compensatory day off, to be utilized within calendar year of accrual. Alternatively, an employee may elect to receive compensation of the day's pay in lieu of a compensatory day off.
- 23.5 In no event may more than five (5) holidays be carried over to the next calendar year.
- 23.6 In the event of an employee's separation from City service no more than five (5) accumulated holidays shall be compensated for by the City except, in the case of medical disability, the actual number of accumulated holidays shall be compensated for, up to a maximum of ten (10) accumulated holidays.
- 23.7 The City agrees to keep a written record of employees' holidays and to furnish this information to an employee upon request.
- 23.8 Time off requests are to be submitted to the appropriate Department or Division Head at least two (2) weeks prior to the desired shift(s) off. Holiday requests may be submitted during the first two (2) weeks of December for the following year. Such requests will be evaluated in accordance with procedures outlined in Article 22.2 providing staffing needs can be fulfilled with available unit personnel. An employee shall be entitled to withdraw a request for use of holiday time up to 48 hours prior to the scheduled time provided the employee obtains agreement of the replacement prior to notifying management of the cancellation.
- 23.9 The Maine Public Employees Retirement System clarified their definition of earnable compensation effective July 1, 1990. Effective August 1, 1991, employees who cash in holiday credits will not have pension contributions deducted from those payments. Holidays cashed in after the week in which they occur will be pensioned if and only if holiday hours when combined with other hours paid that week total less than or equal to forty (40) hours.

Employees who elect to take payment for their holidays as they occur will have pension contributions deducted from these holiday payments. Floating holidays when cashed in will be considered to be taken during the week in which they occur and will be pensioned as long as they are not carried into the next calendar year.

## 24. OVERTIME

24.1 Employees who work hours in excess of forty (40) hours per week will be compensated at one and one-half times their total hourly rate. ~~At the employee's option and upon the scheduling approval of City management, the employee may elect to receive compensatory time off at the 1.5 rate.~~ The total hourly rate shall include all stipends and differentials paid hereunder, unless excluded under the Fair Labor Standards Act. **Upon the mutual agreement of the employee(s) and the Emergency Communications Director or Designee, prior to the performance of any overtime work, employees who work in excess of forty (40) hours per week shall be entitled to receive compensatory time off ("CTO") in lieu of overtime pay for hours worked in excess of forty (40) hours per week. Earned CTO shall be calculated at the rate of one and one-half times the number of hours worked in excess of Forty (40) for that work week.**

**If either the employee or the Emergency Communications Director do not agree on compensation in the form of compensatory time off for overtime hours worked in excess of forty (40) hours in a work week then the employee shall be paid for any overtime hours worked.**

**Employees may elect to cash in compensatory hours for cash but must be a minimum of eight (8) hours. Those hours cashed in shall be paid at the straight time rate. Employees are entitled to be paid upon separation of employment for all unused, accrued compensatory time.**

24.2 Call-In Time: If an employee is called in to work outside of their regularly scheduled shift, the employee shall receive a minimum of three (3) hours straight time pay or may receive one and one-half times their base hourly rate, whichever is greater, but not both.

24.3 The City reserves the right to assign overtime vacancies to be filled by members of another classification within the Unit where necessary under the circumstances. In such cases, members of a higher pay classification shall receive their own rate of pay.

24.4 Vacant shifts will be filled in accordance with the following procedures:

- 24.4.1 When management determines a vacant shift needs to be filled, and a trained person on that shift is not available to fill the vacancy, management will attempt to fill that shift as an overtime shift on a voluntary basis by canvassing other employees in the same classification in accordance with departmental policy.
- 24.4.2 If the vacant shift position is not filled through the procedure outlined in 24.4.1, management will canvass qualified employees in other bargaining units before initiating the force procedure outlined in 24.4.3.
- 24.4.3 If an overtime shift cannot be filled through the voluntary procedures described in 24.4.1 and 24.4.2, employees may be forced to work an overtime shift. A rotating force procedure will be used that forces ~~two persons~~ employees to work up to a one-half an extension of their regular shift. One ~~person~~ employee will be held over up to one-half of the shift and the second person will be forced in early for one-half of the shift at the end of their shift and another employee will be called in early in order to cover the vacant shift. No employee will be required to work more than sixteen (16) consecutive hours. The initial persons forced from a given shift will be the junior qualified person on their shift and subsequent forces from that shift will rotate in order of reverse seniority. In the event that the individual scheduled to be forced in does not arrive as scheduled, the employee held over may be required to work the full shift. Employees may not leave work until relief arrives or they receive management's approval to leave, provided, however, that telecommunicators shall not be required to work more than ~~eighteen (18)~~ sixteen (16) consecutive hours and shall not be forced without a six (6) hour break. Forces shall be based on the date and time of the last force and then seniority

The force procedure shall not apply to an employee on their regularly scheduled day off, nor to an employee on scheduled vacation nor to an employee off on a full week of holidays. An employee shall be "on scheduled vacation" as of the completion of their work shift immediately prior to vacation and until they are scheduled to return to their regular work shift after their scheduled vacation. The foregoing shall also apply when an employee is off on a full week of holidays. Except as provided for the full holiday week, this exception shall not apply to holidays, personal days or other types of leave days.

- 24.4.4 Notwithstanding any other provision of this Agreement, the parties agree that any employee who is scheduled to work a shift and is forced to work additional hours before or after the given shift will be compensated at

one and one-half (1-1/2) time their total hourly rate of pay for those additional hours worked.

24.4.5 The workday is defined as starting at midnight.

24.5 Employees who are required by the City to appear on behalf of the City at a Court hearing during off-duty hours will be compensated with **four (4)** 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 are on-duty will receive straight time pay for the hours spent in pre-trial and trial proceedings. In the event that the time spent in pre-trial or trial proceedings begins during on-duty hours and extends into off-duty hours, the employee will be eligible for overtime pay for the additional hours but will not be eligible for the **four (4)** hour minimum for the off-duty hours. The Chief may, at his discretion, approve additional compensation for travel time as he deems appropriate.

## 25. WAGES:

25.1 *Upon the execution of this agreement by all parties, the pay plans (Appendix H) will be adjusted as follows:*

25.1.1 Effective July 3, 2016, employees will receive a 2.0% across the board increase in accordance with the seniority step pay plan attached hereto as Appendix G.

25.1.2 Effective July 2, 2017, employees will receive a 2.0% across the board increase in accordance with the seniority step pay plan attached hereto as Appendix G.

~~25.1.3 Effective January 4, 2015, employees will receive a 1.0% across the board increase in accordance with the seniority step pay plan attached hereto as Appendix G.~~

~~25.1.4 Effective July 5, 2015, employees will receive a 3.0% across the board increase in accordance with the seniority step pay plan attached hereto as Appendix G.~~

25.1.3 The parties agree to amend the pay scale for Telecommunications Supervisors (Appendix H) by eliminating the first step in the pay plan effective upon approval of this agreement by the City Council.

25.2 Retroactive pay increases will be paid to active employees [and retirees for any period of active employment after July 3, 2016 and prior to retirement] as of the date of signing this Agreement, for the period beginning July 3, 2016 through the

date that the July 3, 2016 wage increase is implemented [the "period of retroactivity"]. Retroactive pay for the period of "retroactivity" will be determined by multiplying the difference between the employee's base wage during the same time period, as determined by Appendix H, times the number of weeks at the new base wage and including all overtime. In the case of a promotion during the period of retroactivity, the employee's pay will be based upon their time in each position.

- 25.3 In the event that an employee is promoted to another unit position, then such employee will be paid at the minimum rate of the range for his/her position or shall receive a 5% increase, whichever is greater.
- 25.4 Placement of new hires on the salary schedule may be up to step 3 for Telecommunications personnel and up to step 3 for Fire Alarm personnel at the sole discretion of the City Manager.
- 25.5 In the event that an employee is demoted to another unit position, then such employee will be paid at the rate which does not result in a salary increase on the anniversary date of the collective bargaining agreement regardless of seniority in the new classification.
- 25.6 The employee's step movement on the pay plan shall be determined by the employee's appointment date. Appointment date is the date the employee was hired in his/her current position.
- 25.7 Employees who are designated to be in charge on a temporary basis will be paid at the recruit rate of the appropriate supervisory pay scale or at the rate on the Supervisor scale which guarantees them a three percent (3%) increase, whichever is greater.
- 25.8 Redlining of Supervisors

Upon execution of this Agreement and integration with South Portland telecommunicators, the City will select emergency communications supervisors from the merged group of Portland and South Portland telecommunicators and supervisors. In the event that a current supervisor is not so selected, he or she will be redlined at his/her supervisory base rate of pay until such time as the appropriate telecommunicator rate of pay equals or exceeds such redlined rate of pay. Such individual shall be paid all stipends and differentials for which he/she is eligible in addition to the base redlined rate of pay.

- 25.9 Stipends and Night Shift Differential for Telecommunications Personnel

25.9.1 Telecommunications employees who obtain their Emergency Medical

Dispatch certification through a program approved by the City are entitled to receive an hourly stipend of one dollar (\$1.00) to be included in the employees regular rate of pay. Effective February 2015 this stipend will be added into the hourly rate of pay and the stipend will go away at that time (See Appendix G). The employee must keep all certifications up-to-date. In consideration for the pay increase outlined in this paragraph, employees will be responsible for performing Emergency Medical Dispatch protocols and any future Police and/or Fire protocols that may be enacted.

25.9.2 Field Training Telecommunicators will receive a stipend of one dollar (\$1.00) per hour for actual hours spent training employees.

25.9.3 Telecommunications employees trained and designated as Incident Dispatchers (ID) by the Emergency Communications Director shall receive an hourly stipend of \$0.25 per hour included in their regular rate of pay. Communications Unit Leaders (COML) certified employees shall receive an additional hourly stipend of \$0.25 included in their regular rate of pay. The Emergency Communications Director (ECD) may limit the number of employees so designated.

25.9.4 The City shall pay to eligible telecommunications employees an hourly educational stipend to be included in the employee's regular rate of pay based upon educational level attained above high school. The hourly stipend is based on a forty (40) hour work week, as follows:

Associate's Degree	\$ .24/hour
Bachelor's Degree	\$ .36/hour
Master's Degree	\$ .48/hour

25.9.5 Night Shift Differential

25.9.5.1 Telecommunicators shall be paid a night shift differential as follows:

A.	8 hours x 5 day shift:	
	2 pm – 10 pm:	.45/hour
	2pm – 10 pm + 1800 - 0600:	.50/hour
	10 pm – 6 am:	.50/hour
	10 pm – 6 am + 1800 - 0600:	.55/hour
B.	12/8 hours x 4 days shift:	
	2 pm – 10 pm + 6 pm – 6 am:	.50/hour

6 pm – 6 am + 10 pm – 6 am: .50/hour

6 am – 6 pm + 2 pm – 10 pm: .50/hour

10 pm – 6 am (1 shift)  
+2 pm – 10 pm (1 shift)  
+2 pm – 2 am (2 shifts): .50/hour

25.9.5.2 Telecommunications Supervisors working the 12/8x4 weekly shift shall be paid a night shift differential as follows:

2 pm – 2 am: .45/hour

6 pm – 6 am + 10 pm – 6 am: .55/hour

10 pm – 6 am + 6 pm – 6 am: .55/hour

25.9.5.3 The foregoing night shift differential is noted on Appendix F. In the event of any conflict, the Appendix shall control.

25.9.5.4 Telecommunications employees assigned to the above shifts but who work a part of their week on days at the Department's request will receive a shift differential; however, those employees assigned to these shifts who work a part of their week or a full week on days at their own request will not receive a shift differential.

25.9.6 Telecommunications employees who are not regularly assigned to one of the above shifts and who are assigned to work one of the above shifts for less than a full week are not eligible for a shift differential. Telecommunications employees who are not regularly assigned to one of the above shifts but who are temporarily assigned by the Department to one of these shifts for a full week or longer are eligible for the appropriate shift differential for the duration of the assignment.

## 25.10 Stipends and Stand-By Pay – Fire Alarm

25.10.1 The Fire Alarm Specialist or the Radio System Specialist who obtain their International Municipal Signalman's Association Level II certification are eligible for a \$15 per week stipend effective at the beginning of the pay period after the City receives verification of the certification. The stipend shall continue for the duration of the current collective bargaining agreement providing the employee maintains their certification.

25.10.2 The Fire Alarm Specialist or the Radio System Specialist who possesses a Journeyman Electrician License or who obtain such license during the term of the contract are eligible to receive a \$15 per week stipend effective at the beginning of the pay period after the City receives verification of the certification. The stipend shall continue for the duration of the current collective bargaining agreement providing the employee maintains the certification.

25.10.3 The Fire Alarm Specialist or the Radio System Specialist who possesses a Master or Limited Master Electrician License or who obtain such license during the term of the contract are eligible to receive an additional \$15.00 per week stipend, for a maximum weekly stipend amount of \$30.00 per week for Electrician licenses, effective at the beginning of the pay period after the City receives verification of the certification. The stipend shall continue for the duration of the current collective bargaining agreement providing the employee maintains the certification.

25.10.4 Fire Alarm employees who have successfully completed the required training and who are assigned to program radios for the Fire Department will receive a \$15 per week stipend.

25.10.5 Fire Alarm employees will receive \$15 per day for each full weekday they are on-call and \$22.50 per day on weekends and holidays, as specified in Article 23.1. When scheduled to be on-call, employees will carry a pager on their person and will respond to questions over the phone. The employee on call will respond to work as needed and within a reasonable time frame, but not to exceed one (1) hour. The employee on call will not receive any extra compensation for responding to questions over the phone but will receive additional compensation as outlined in 24.2 when it is necessary for them to report to work in response to a page.

25.10.6 Fire Alarm employees are eligible for the educational incentive as provided in Section 25.9.4 above.

25.11 Effective upon the signing of this agreement and upon implementation of kiosks with printers available to the employees, the City shall implement a paperless pay stub system. Also effective upon the signing and as soon as the re-loadable debit cards are available, all current and newly hired employees will have mandatory direct deposit for all monies owed by the City. The re-loadable debit card will be supplied and replaced by the City at no cost to the employees. The City agrees to give a two (2) week notice to all employees prior to implementation.

**26. HOURS OF WORK:**

26.1 The regular work week for Fire Alarm ~~employees~~ **Specialist and Radio System Specialist** shall consist of five (5) ~~eight~~ (8) hour shifts. The regular work cycle for Telecommunications shall consist of either five (5) eight-hour shifts or a combination of two eight (8) hour shifts and two twelve (12) hour shifts. A copy of the schedule is attached as Appendix F.

26.1.1 Hours worked in excess of forty (40) hours on the seven (7) day cycle of Sunday through Saturday will be paid in accordance with Article 24.

26.1.2. Notwithstanding any other provision of this Agreement, the schedules of the three (3) least senior employees whom the City determines possess the qualifications necessary may be modified for the safe and efficient operation of the Emergency Communications Center. Except in the event of an emergency or for good cause, the City agrees to provide the employee with two (2) weeks advance notice of work schedule changes.

26.2 Employees shall be paid for the hours they actually worked in the preceding week (Sunday through Saturday).

26.3 Hours Worked

26.3.1 For the purposes of this Article "hours worked" shall mean only the following:

- (a) Hours actually worked for and paid by the City of Portland.
- (b) Hours compensated for by holiday compensatory time off.
- (c) Hours compensated for by vacation pay.
- (d) Hours compensated for by bereavement leave pay.
- (e) Hours compensated for by personal leave.

26.3.2 For the purpose of this Section, "hours worked" shall not include:

- (a) Hours compensated by sick leave.
- (b) Hours compensated by for reserve service leave or military special duties.

- (c) Hours compensated for by jury/witness pay.
- (d) Hours compensated for by "extra-hazardous injury" pay.
- (e) Hours compensated for by Worker's Compensation pay.
- (f) Hours compensated for by funeral leave.
- (g) Earned compensatory hours cashed in

26.4 The City reserves the right to assign overtime vacancies to be filled by members of another classification within the unit where necessary under the circumstances. In such cases, members of a higher pay classification shall receive their own rate of pay.

**27. LICENSE FEES:**

27.1 The City agrees to continue to pay the renewal fees for the State Electrician Licenses for *the Fire Alarm Specialist and the Radio System Specialist* on the same basis as it has in the past.

27.2 The City agrees to pay *the certification and recertification licensing fees for Emergency Medical Dispatch (EMD) as well as any Fire and Police protocols required* for Telecommunicators who are licensed by a program approved by the City.

**28. TIME OFF WHILE PERFORMING ASSOCIATION BUSINESS:**

28.1 Association representatives shall be allowed reasonable time off without loss of any pay or other benefits for representation and to represent members at any grievance procedure or departmental hearing and shall be allowed sufficient time to interview and represent a requesting member during all stages of a grievance procedure.

28.2 Members of the Negotiating Committee shall be allowed sufficient time off without loss of pay or other benefits to represent the Association on all negotiations with the City concerning the Collective Bargaining Agreement.

28.3 The Association shall keep a list of all such Representatives referred to above, to be kept at the office of the Department Head or his designee for the purpose of verifying the status of the Association's President, Board of Directors, Executive Committee, Negotiating Committee and Representatives.

**29. STRIKES, SLOWDOWNS AND LOCK-OUTS:**

29.1 The parties hereto agree that there will not be, and that the Association, its officers, members, or agents, will not engage in, encourage, sanction, or suggest strikes or slowdowns which would involve suspension of or interference with normal work. In return the City agrees that there shall be no lock-out of employees in this unit during the term of this Agreement.

**30. REQUIRED CERTIFICATIONS AND TRAINING:**

30.1 Certifications:

30.1.1 Within twelve (12) months of the date of appointment, all employees shall, as a condition of employment, attain and maintain Emergency Medical Dispatch (EMD), Fire and Police protocols certification and licensing. In the event that required training courses for EMD, Fire and Police protocols certification are not readily available, the City shall grant adequate time for employees to complete EMD, Fire and Police protocols certification and licensing based upon the availability and accessibility of certification training.

30.1.2 Current employee(s) not EMD, Fire and Police protocol certified upon the execution of this Agreement shall be allowed the same twelve (12) month period to attain EMD, Fire and Police protocol certification and licensing based upon the availability and accessibility of certification training. Once EMD, Fire and Police protocol certification and licensing is attained, employees shall maintain their EMD, Fire and Police protocol certification and licensing as a condition of employment.

30.2 Training

30.2.1 All Emergency Communications Division employees covered by this Agreement (Fire Electrical Division employees excepted) will be required to proficiently perform all three major disciplines (call taking, police dispatch and fire dispatch) of the Emergency Communication Center. Classroom and on-the-job training will be provided by the City.

30.2.2 Employees who are not fully trained in all three disciplines (call taking, police dispatch and fire dispatch) upon the execution of this Agreement are required to learn and become proficient with the functions of the Emergency Communication Center within thirty (30) months of the signing of this Agreement, provided that the City has supplied the employee with adequate training and ample opportunity to develop and demonstrate the required skills for each discipline. The City will make a reasonable effort to provide such training opportunities without any change in shift assignments, but the City reserves the right to change

and/or rotate shift assignments in order to facilitate the training of each employee, such change and/or rotations to be upon no less than two week's advance notice.

30.2.3 Once the City has provided employee(s) with training in all three disciplines and the functions of the Emergency Communications Center, the City retains the right to terminate an employee(s) for cause if they do not successfully complete the training or are unable to proficiently perform any of the required functions.

30.2.4 During a new employee's training period, not to exceed twenty-four (24) months, with two week's advance notice, or less notice if mutually agreed by the employee and the City, the City shall have the ability to change and/or rotate shift assignments in order to facilitate the training of each employee.

30.3 All new employees are probationary for the first six (6) months of employment. During this period, employees must exhibit their fitness for the position. A probationary employee may be terminated at any time.

30.4 All Telecommunicators must be EMD, Fire and Police protocol certified, and the City will provide Continual Dispatch Education (CDE) to all Telecommunicators.

### **31. WITHDRAWAL OF RESIGNATION:**

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

### **32. NO DISCRIMINATION BY PARTIES:**

32.1 The parties to this Agreement agree that pursuant to State and Federal law and City ordinance, they shall not unlawfully discriminate against any employee because of race, color, religion, sex, sexual orientation, [gender identity or expression](#), national origin or ancestry, age, [genetic information](#), physical or mental disability, [workers compensation history, retaliation or whistleblower status, veteran status, use of tobacco products outside the course of employment, previous or present union activities, union membership, or any other legally protected category](#).

32.2 The City agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership in Local 740 or South Portland Local 1476 or by reason of holding office therein.

**33. EMBODIMENT OF AGREEMENT:**

33.1 This contract represents the total understanding of the parties. The parties to this agreement further agree that matters raised during the negotiations of this contract or covered by this contract shall not be the subject of bargaining during the term of this contract, except by the mutual agreement of the parties.

~~33.2 Notwithstanding the foregoing, the parties agree that the City of South Portland has the right during the term of this Agreement to close the Communications Center located in South Portland and re-assign all employees to work at the Portland Emergency Communications Center, and the Union explicitly waives any right to bargain over such decision or its impact. The City shall provide the Union with no less than thirty (30) days prior written notice of any such closing.~~

**34. TERM OF AGREEMENT:**

35.1 This Agreement shall be effective and shall govern the rights and obligations of the parties hereto from July 1, 2013 6, up to and including June 30, 2016 8.

**IN WITNESS WHEREOF**, The City has caused this Agreement to be executed by Jon P. Jennings, its City Manager, thereunto duly authorized, and the Union has caused this instrument to be signed by its President, thereunto duly authorized, as the day and year first above written.

**WITNESS:**

\_\_\_\_\_

**CITY OF PORTLAND**

By \_\_\_\_\_  
Jon P. Jennings, City Manager

**WITNESS:**

\_\_\_\_\_

**IAFF LOCAL 740**

By \_\_\_\_\_  
IAFF Local 740 President

## APPENDIX A

### EMPLOYEE VOLUNTARY DEDUCTION FORM

Employee Name (Print, last name first)

Social Security Number

Code

\*Amount

\*All amounts are replacement figures only

Add/Change/Delete

Pay Date Effective

Signature \_\_\_\_\_

**PAYROLL  
ADDING/CHANGING/DELETING**

**HUMAN RESOURCES  
DELETING**

Code	Description
PH	403(B) SRA – LIBRARY
I4	MMEHT IP – LIBRARY
UA	LIBRARY UNION DUES FT
UB	LIBRARY UNION DUES PT
UC	PRO-TECH UNION DUES
UD	PRO-TECH FAIR SHARE
UK	PBA UNION DUES
UL	SOA UNION DUES
UM	IAFF DUES FIRE/MEDCU
UN	IAFF DUES – COMMUNICATIONS
UO	IAFF DUES – COMM FAIR SHARE
IA	IAFF COLONIAL INSURANCE
IB	PPA INSURANCE
D1	PUBLIC SAFETY DENTAL – SINGLE
D2	PUBLIC SAFETY DENTAL – DEP
R1	UNIFORM RENTAL – CINTAS
RE	REAL ESTATE TAXES

Code	Description
I1	MMEHT IP – 70%
I2	MMEHT IP – 55%
I3	MMEHT IP – 40%
D1	CITY DENTAL INS – SINGLE
D2	CITY DEAL INS – 2 PERSON
D3	CITY DENTAL INS – FAMILY

**APPENDIX B**

**AGREEMENT FOR TRIAL WORK**

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

- 1) The date upon which the Employee sustained an injury is \_\_\_\_\_, 20\_\_\_\_.
  
- 2) Pursuant to the City of Portland's Transitional Work Policy, the Employee will return to work in a Transitional Work Assignment on \_\_\_\_\_, 20\_\_\_\_.
  
- 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 up to 90 days, from the return to work date above until \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Employee

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

# APPENDIX C-1

## POSITION DESCRIPTION

Class Title: Telecommunicator FLSA: Non-Exempt  
Class Grade: Communications  
Date: February 2015

### Nature of Work

This is specialized work that involves dispatching emergency services in response to calls for service in the **Portland Regional Communications Center**. Work involves operating radio communications equipment and performing related clerical communications tasks. Work requires fast, efficient and accurate receiving, dispatching and processing of calls, alarms and messages from and to Emergency Medical Service units, Fire units and Police units. This position involves working in a team environment, providing customer service as it relates to emergency communications for multiple jurisdictions.

### Supervision Received

All work is performed in accordance with departmental rules and regulations under the general direction of a Telecommunications Supervisor.

### Supervision Exercised

None.

### Essential Duties and Responsibilities

Answers 911 emergency calls and non-emergency calls as required.

Dispatches police units and fire and emergency medical units to emergency and non-emergency calls; maintains computer aided dispatch (CAD) log, recordings and status control devices.

Broadcasts all police and fire related communications and relays information to other emergency service agencies; relays assistance requests from emergency crews in other departments.

Provides pre-arrival emergency medical instructions upon receiving EMD certification and licensing.

Initiates and maintains direct contact with emergency units at stations or in the field.

Monitors local Maine wanted and missing NCIC computer functions and performs data entry.  
Participates in departmental training efforts as directed.

Performs related work as required.

### Requirements of Work

Experience providing a familiarity with the operation of public safety emergency communication equipment and systems; graduation from high school or any equivalent combination of experience and training which provides the following knowledges, abilities and skills:

Knowledge of radio transmission procedures.

Knowledge of emergency medical service, police and fire organizations and procedures.

Knowledge of the geography of the jurisdictions covered .

Knowledge and understating of the Incident Command System (ICS).

Ability to operate radio, E-911 equipment, law enforcement teletype and in-house computer equipment including CAD, data entry units (MDB's) and all other utilized equipment and programs.

Ability to act quickly, calmly and correctly in emergency situation and ability to function effectively under stressful conditions.

Ability to multi-task while maintaining dispatching procedures.

Ability to coordinate with outside agencies as needed and in accordance with departmental procedures.

Ability to speak clearly and distinctly.

Ability to process information quickly and accurately.

Ability to understand and carry out oral and written instructions.

Ability to establish and maintain professional, effective working relationships with fellow employees and the public.

Ability to work effectively in a team environment with minimal supervision.

Ability to obtain and maintain required certifications and licenses.

Ability to prioritize multiple calls for service.

Ability to complete multiple tasks under stressful conditions.

Ability to obtain information from persons under adverse conditions, i.e. poor language skills, speech impediments, intoxication, hysteria and other conditions.

Ability to perform accurate clerical work related to communications functions and to complete reports.

Ability to maintain a professional demeanor while using tact and diplomacy in dealing with the public.

#### **Training and Experience Desired**

Prior public safety dispatch experience.

Terminal Operator Certification, VESTA 9-1-1 training, and Emergency Medical Dispatch License.

#### **Necessary Special Requirements**

Ability to work rotating shifts, including nights, holidays and weekends

#### **Terminal Operator Certification**

#### **Training and certification for State Mandated 9-1-1 system**

**Must obtain and maintain certifications and/or licenses, for any dispatch protocols implemented by the Portland Regional Communications Center and/or the State of Maine.**

Ability to work occasional shifts up to 18 hours

Minimum typing speed of 30 net words per minute

Successfully complete job assessment testing.

Acceptable polygraph examination.

Acceptable in-depth background and credit check.

Acceptable background check through State Bureau of Identification and Federal Bureau of Identification (International Identification Index).

Acceptable fingerprint submission through State Bureau of Investigation for employees hired on or after January 1, 1992.

## APPENDIX C-2

### POSITION DESCRIPTION

Class Title: Telecommunications Supervisor FLSA: Non-Exempt  
Class Grade: Communications  
Date: February 2015

#### Nature of Work

This position supervises Telecommunications personnel in the **Portland Regional Communications Center**. Work involves a customer service approach to leading and supervising a team of employees that cover emergency communications for multiple jurisdictions. It includes supervision of and participation in the operation of radio communications and alarm equipment and supervision of related clerical tasks. Work requires fast, efficient and accurate receiving, dispatching and processing of calls, alarms and messages from and to emergency medical service units, fire units and police units.

#### Supervision Received

Work is performed in accordance with departmental rules and regulations under the direction of the *Director of Communications*.

#### Supervision Exercised

Supervises an assigned shift of emergency communications personnel.

#### Essential Duties and Responsibilities

Supervises and participates as required in the dispatching of police, fire and emergency medical service units to emergencies; maintains computer aided dispatch (CAD) log and recording and status control devices; provides pre-arrival medical instructions to callers requiring emergency medical services.

Participates in training personnel in the methods and procedures of call taking, police and fire dispatching, and related clerical work; plans and schedules shift assignments in accordance with direction provided by the Director of Communications.

Supervises and participates as required in the broadcast of public safety communication; relays information to other emergency services; answers 911 calls for services and non-emergency calls as required; initiates and maintains direct contact with emergency units at stations or in the field.

Participates in interviewing job applicants; monitors and evaluates employee performance, sets performance goals and objectives for employees, and makes disciplinary recommendations as appropriate.

Reviews and evaluates randomly selected calls for service to evaluate performance and maintain quality assurance (QA) program.

Participates in supervisory, leadership, and career development training.

Schedules training of personnel with direction provided by the Director of Communications to ensure maintenance of certifications and skill levels.

Counsels employees on conflicts and disputes, aiding in resolution when appropriate.

Oversees the use of equipment, notifying the appropriate department/agency for repair or replacement when necessary.

Reports to Director of Communications any significant status changes in personnel, equipment, and incidents of significance.

Receives and processes customer service complaints under the direction of the Director of Communications

Knowledge and understanding of the Incident Command System (ICS).

Knowledge and understanding of organizational and command structure of each fire and police agency.

Maintains policy and procedure manuals

Maintains records of court order and warrants.

Orders supplies for the unit.

Performs related work as required.

### **Requirements of Work**

Considerable experience in the operation and care of public safety emergency communications equipment; graduation from high school or equivalent combination of experience and training which provides the following knowledge, abilities and skills:

Considerable knowledge of fire, police and medical services, procedures and capabilities.

Considerable knowledge of radio transmission procedures.

Knowledge of the geography of the jurisdictions covered.

Ability to perform/ behave at a high standard and lead by example.

Ability to evaluate subordinates performance and behavior and provide constructive feedback and job coaching.

Ability to provide supervision, leadership, and direction to subordinates.

Ability to act quickly, calmly and correctly in emergency situations and to function effectively under stressful conditions.

Ability to supervise the maintenance of dispatching procedures including coordination with outside agencies as needed and in accordance with departmental procedures.

Ability to keep records and perform clerical work related to communications functions.

Ability to speak clearly and distinctly.

Ability to process information quickly and accurately.

Ability to understand and carry out written and oral instructions.

Ability to communicate effectively in writing.

Ability to establish and maintain effective work relationships with subordinates, personnel of the operating departments and the public.

Ability to obtain information from persons under adverse conditions; i.e., poor language skills, speech impediments, intoxication, hysteria and other conditions.

Ability to use tact and diplomacy in dealing with the public.

Ability to use E911 equipment, radio, law enforcement teletype system and in-house computer equipment including CAD.

### **Training and Experience Desired**

Prior supervisory experience.

**Necessary Special Requirements**

5 years prior public safety dispatch experience.

Terminal Operator Certification, **training for the State mandated 9-1-1 system.**

**Must obtain and maintain certifications and/or licenses, for any dispatch protocols implemented by the Portland Regional Communications Center and/or State of Maine.**

If applicant is not a current employee of the **Portland Regional Communications Center** . :

Acceptable polygraph examination.

Acceptable in-depth background and credit check.

Acceptable background check through State Bureau of Identification and Federal Bureau of Investigation (International Identification Index).

Acceptable fingerprint submission through State Bureau of Investigation for employees hired on or after January 1, 1992.

## **APPENDIX C-3**

### **POSITION DESCRIPTION**

Class Title: Fire Alarm Systems Specialist  
Class Grade: Communications (Supervisor)  
Date: August 2014

FLSA: Non-Exempt

#### **Nature of Work**

This is a civilian position working with the Portland Fire Department's Fire Prevention division. Highly skilled technically specialized work an employee will be responsible for reviewing, testing and making recommendations to the Fire Prevention Officers on new and existing private alarm system applications. The position will include assisting with code analysis, system inspections and plan review. The employee will be responsible for oversight of the maintenance of the city's municipal alarm system, including the transition from the present primarily wired system to the newer wireless (AES) system. He/she will work with third party vendors, finance and Fire Alarm through the alarm system application (testing, approval, monitoring and billing). The employee will maintain a database tracking all Fire Alarm box assignments, including box type, location and when necessary contact and billing information. The employee will track all changes in the system including new boxes, relocated boxes and box removals. This position requires an individual that can work effectively independent, with other city departments and outside vendors.

#### **Supervision Received**

This position will receive direction and supervision from the Portland Fire Prevention Captain and will be include in the organizational chart under Assistant Fire Chief of the Fire Prevention and Community Outreach Branch of the Portland Fire Department.

#### **Supervision Exercised**

Coordinates and supervises outside vendors and/or anyone hired to work on the municipal alarm system and/or other related equipment.

#### **Essential Duties and responsibilities**

Program and trouble shoot new and existing AES fire alarm boxes.  
Perform site location tests for AES system sensitivity, Approve AES permits, assign zones and secure box number assignments as necessary.  
Work with Finance to maintain accurate billing information for installs, master box monitoring fees and other alarm system billing information as needed.  
Assist with Fire Prevention plans review and approval, with a specific focus on alarm systems requirements.  
Assist contractors with testing new and existing fire alarm systems and boxes.  
Maintain location information on all fire alarm cable, overhead (poles) and underground, and ensure that all digsafe requirements are met.  
Ensure that the alarm receiving equipment (presently Digitizer) at dispatch is operating correctly and make preemptive recommendations as needed to keep the system working trouble free.  
Assist other city departments with security systems, fire alarm systems, CCTV systems, card access systems and other related equipment as authorized by the Fire Prevention Captain.

#### **Requirements of Work**

Ability to manage significant, diverse workload with minimal oversight and to set attainable goals with an expectation of completion in the identified time frame; and the ability to work alone or with others to accomplish these goals.  
Ability to communicate with representatives of other municipal departments and the public in a productive courteous manner.  
Knowledge use of equipment, tools, materials, methods used in installation and maintenance of municipal and private alarm systems.  
Knowledge of regulations and codes regarding private and municipal fire alarm systems.  
Ability to read and interpret building plans with a focus on fire alarm systems and assess code compliance.  
At times may be required to work from bucket truck at heights to assess and/or repair municipal alarm system problems.  
Knowledge of safety hazards and safety precautions of the work.

**Training and Experience**

Desired - IMSA Fire Alarm Certifications – Municipal Level I&II, Interior Level I&II; If not, applicant must be capable of obtaining these certifications and show positive progress toward that goal.

Electrician – State of Maine Limited Masters License - Low Voltage

AES Factory Authorized Wireless Masterbox training and experience in the maintenance and programming of AES units.

**Necessary Special Requirements**

Valid State of Maine Class “C” driver’s license

**Transitional Requirements**

Assist in coordination and oversight of contractor hired to remove the existing wire municipal alarm system.

Track box and cable removal and maintain an accurate database with this information.

Track and forward box removal and/or reassignment information to fire alarm and or others with a need to know

## **APPENDIX C-4**

### **POSITION DESCRIPTION**

Class Title: Radio Systems Specialist  
Class Grade: Communications (Supervisor)  
Date: August 2014

FLSA: Non-Exempt

#### **Nature of Work**

An employee in this class performs highly skilled work involving the care and maintenance of the Portland and South Portland radio system. This position includes the use of the municipal mobile radio equipment, portable and systems used at the Portland Regional dispatch center, Portland Public Services and along with Portland and emergency services equipment in South Portland and all related infrastructure.

#### **Supervision Received**

Works under the direction and supervision from the Assistant Fire Chief of the Administrative & Support Services.

#### **Supervision Exercised**

None.

#### **Essential Duties and responsibilities**

Work may include programming and troubleshooting the cities' radio current and future radio system including dispatch radio system and related infrastructure, mobile radios, portable radios and vehicle repeaters.

Work with and coordinate with outside vendors when specific expertise is needed and/or is supplied as part of a sales agreement to maintain the radio system.

Order and coordinate mobile radio installations in vehicles that use the radio system and assist with programming as necessary.

Do minor radio repairs as time permits and arrange for other radio repairs as requested.

Maintain and manage a radio parts inventory in the interest of efficiency and cost effectiveness.

Maintain, either directly or through other entities the fire department vocal alerting system for Portland and South Portland.

Maintain the radio identification system and database to ensure that it stays current in Portland and South Portland.

This position requires an individual that can work effectively independently, with vendors. An employee must be able to be on call for issues that may arise to keep the system operating efficiently at all times.

Assists with securing budgetary figures as needed and keeps supervisor informed on predictable expenses associated with the radio system.

Engrave radios, batteries and Tactron name tags as requested and time permitting.

Performs related work as required.

#### **Requirements of Work**

Manage significant, diverse workload with minimal oversight and to set attainable goals with an expectation of completion in the identified time frame; and the ability to work independently.

Ability to communicate effectively, orally and writing with representatives of other municipal departments and the public in a productive courteous manner.

Knowledge of use of equipment and computer programs needed to work with the radios and/or radio system.

Knowledge of City and State regulations and code of radio systems and radio use

Knowledge of the occupational hazards and safety precautions of the work.

Ability to work with and understand radio related computer programming, present and future, and its affects in a real world environment.

Ability to troubleshoot radio problems and the related cause and effect while focusing on a reasonable cure.

#### **Training and Experience**

Training in the maintenance of a radio system and radios that are the same or significantly similar to the one used by Portland/South Portland.

A minimum of 5 years experience in the maintenance and programming of radios that are the same or significantly similar to the ones used in Portland/South Portland.

Experience working with a Vocal alarm system that is the same or significantly similar to the Zetron system used by Portland Regional Communications.

IMSA Fire Alarm Certification – Municipal Level I&II and Interior Level I, are desirable.

**Necessary Special Requirements**

Valid State of Maine Class “C” driver’s license

Electricians Helper’s License (within 30 days for new hires).

**Transitional Requirements**

In addition to the requirements here, this person must be able to be available to assist as necessary to mark for “dig safe” during regular work cycle as a coverage backup and on emergency call back as needed. This requirement is transitional while the municipal fire box system is eliminated and/or transitioned to a wireless system.

This person may also be called back for alarm system faults during non work hours during this period.

This requirement will be removed once the wired box system is removed or another alternative is approved by the Fire Chief.

**APPENDIX D-1 – MERGED SENIORITY LIST**  
**BLENDED PORTLAND/SOUTH PORTLAND SENIORITY LIST 02/09/11**

	<u>CITY</u>	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>HIRE DATE</u>
1)	SP	Leary	Louis	04/04/1988
2)	P	Williams	Brad	06/18/1989
3)	P	Mazer	Lance	07/30/1995
4)	SP	Viola	Philip	02/18/1997
5)	SP	Pasquale	Anthony	08/09/1999
6)	P	Brewster	Cheryl	09/24/2000 - S
7)	P	Gorham	Susan	11/30/2003
8)	P	Lemieux	Jessie	04/24/2005
9)	P	Dickinson	Kevin	04/26/2006 - S
10)	P	Napijalo	Sanela	12/10/2006
11)	P	Del Rio	Hiram	12/10/2006 - S
12)	P	Cole	Brian	08/05/2007 - S
13)	P	Ramsey	Jessica	09/05/2010
14)	P	Lee	Jennifer	05/16/2011 - S
15)	P	Grant	Heather	08/07/2011
16)	P	Cardullo-Branco	Gennette	09/18/2011
17)	P	Nowicki	Stephanie	07/15/2012
18)	P	Beard	Chelsea	01/06/2013
19)	P	Cosenza	Jonathan	12/16/2013
20)	P	Hastings	Patrick	06/01/2014
21)	P	Dougherty	Shannon	07/13/2014
22)	P	Nowicki	Katherine	12/21/2014
23)	P	Hildreth	Allyson	04/26/2015
24)	P	Dell'Aquila	Joshua	04/26/2015
25)	P	Napolitano	Melissa	01/24/2016
26)	P	Ireland	Kylie	01/24/2016
27)	P	Hatstat	Kimberly	02/28/2016
28)	P	Carbone	Kerri	03/06/2016
29)	P	Wogan	Karyn	05/15/2016
30)	P	Newell	Cass	05/15/2016
31)	P	Keating	Liam	07/17/2016
32)	P	Atherton	Ryan	12/18/2016
33)	P	Bouldry	Carolyn	12/18/2016
34)	P	Googins	Peter	02/19/2017
35)	OPEN			
36)	OPEN			
37)	OPEN			
		<b>Radio System Specialist</b>		
		Perron	Donald	09-21-98

**APPENDIX D-2**

**FIRE ELECTRICAL SENIORITY LIST**

Andrews, Richard	Fire Alarm Specialist	10-06-97
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## APPENDIX E – SUPERVISOR SENIORITY LIST

	<u>CITY</u>	<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>APPOINTMENT DATE</u>
1)	P	Dickinson	Kevin	04/10/2011
2)	P	Del Rio	Hiram	06/10/2012
3)	P	Brewster	Cheryl	08/02/2015
4)	P	Cole	Brian	05/22/2016
5)	P	Lee	Jennifer	07/31/2016

**APPENDIX F**

Updated 12/22/10	Telecommunicator									Shift Differential
	Position	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Shift Type	
d	1	0600-1400	0600-1400	0600-1400	0600-1400	0600-1400	OFF	OFF	5X8	
d	2	OFF	OFF	0600-1400	0600-1400	0600-1400	0600-1400	0600-1400	5X8	
d	3	0600-1400	0600-1400	0600-1400	OFF	OFF	0600-1400	0600-1400	5X8	
d	4	OFF	OFF	OFF	0600-1400	0600-1400	0600-1800	0600-1800	12/8X4	
d	5	OFF	OFF	OFF	0600-1400	0600-1400	0600-1800	0600-1800	12/8X4	
d	6	OFF	0600-1800	0600-1800	0600-1400	0600-1400	OFF	OFF	12/8X4	
d	7	0600-1400	OFF	OFF	OFF	0600-1800	0600-1800	0600-1400	12/8X4	
d	8	0600-1400	0600-1400	0600-1400	0600-1400	0600-1400	OFF	OFF	5X8	
D	9	0600-1400	OFF	OFF	OFF	0600-1800	0600-1800	0600-1400	12/8X4	
D	10	OFF	0600-1800	0600-1800	0600-1400	0600-1400	OFF	OFF	12/8X4	
d/s	11	0600-1800	0600-1800	0600-1400	0600-1400	OFF	OFF	OFF	12/8X4	
S	12	OFF	Off	1400-2200	1400-2200	1400-2200	1400-2200	1400-2200	5X8	0.45
S	13	OFF	1400-2200	1400-2200	1400-2200	1400-2200	1400-2200	OFF	5X8	0.45
s/g	14	OFF	OFF	OFF	1400-2200	1400-2200	1800-0600	1800-0600	12/8X4	0.50
s/g	15	OFF	OFF	OFF	1400-2200	1400-2200	1800-0600	1800-0600	12/8X4	0.50
s/g	16	OFF	OFF	OFF	1400-2200	1400-2200	1800-0600	1800-0600	12/8X4	0.50
s/g	17	OFF	1800-0600	1800-0600	2200-0600	2200-0600	OFF	OFF	12/8X4	0.50
s/g	18	1400-2200	1800-0600	1800-0600	OFF	OFF	OFF	1400-2200	12/8X4	0.50
s	19	1400-2200	1400-2200	1400-2200	1400-2200	OFF	OFF	1400-2200	5X8	0.45
s/g	20	1800-0600	1800-0600	2200-0600	OFF	Off	OFF	2200-0600	12/8X4	0.50
s/g	21	1800-0600	1800-0600	2200-0600	2200-0600	OFF	OFF	OFF	12/8X4	0.50
s/g	22	2200-0600	1800-0600	1800-0600	2200-0600	OFF	OFF	OFF	12/8X4	0.50
g	23	2200-0600	OFF	OFF	2200-0600	2200-0600	2200-0600	2200-0600	5X8	0.55
g	24	2200-0600	OFF	OFF	2200-0600	2200-0600	2200-0600	2200-0600	5X8	0.55
g	25	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	OFF	OFF	5X8	0.55
g	26	OFF	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	OFF	5X8	0.55
d/s	27	1400-2200	1400-2200	OFF	OFF	OFF	0600-1800	0600-1800	12/8X4	
d/s	28	0600-1800	0600-1800	1400-2200	1400-2200	OFF	OFF	OFF	12/8X4	
s/g	29	1400-2200	1400-2200	1400-2200	2200-0600	2200-0600	OFF	OFF	5X8	0.50
s/g	30	1400-2200	OFF	OFF	OFF	1800-0600	1800-0600	1400-2200	12/8X4	0.50
s/g	31	2200-0600	OFF	OFF	OFF	1400-2200	1400-0200	1400-0200	12/8X4	0.50
s/g	32	OFF	OFF	OFF	1400-2200	1400-2200	1400-0200	1800-0600	12/8X4	0.50
<b>Supervisors</b>										
	1	OFF	0600-1400	0600-1400	0600-1400	0600-1400	0600-1400	OFF	5X8	
	2	0600-1800	1000-1800	1000-1800	OFF	OFF	OFF	0600-1800	12/8X4	
	3	1800-0600	1800-0600	2200-0600	1600-0000	OFF	OFF	OFF	12/8X4	0.55
	4	OFF	OFF	1400-0200	1400-0200	1400-2200	1400-2200	OFF	12/8X4	0.45
	5	OFF	OFF	OFF	2200-0600	2200-0600	1800-0600	1800-0600	12/8X4	0.55

## **APPENDIX G**

### **Supervisor Selection - Seniority**

If an existing Portland supervisor or South Portland lead dispatcher is selected to be a new supervisor, their original date of promotion to supervisor or lead will be their seniority date (time in grade) for the purpose of shift selection and personnel reductions.

Any existing employee promoted to supervisor for the first time, or a new employee hired to be a supervisor will be at the bottom of the time in grade list for shift selection and personnel reductions, and any tie in seniority date will be determined by total consecutive time.

**APPENDIX H  
COMMUNICATIONS PAY PLAN 2013 – 2016**

<u>Job Classification</u>	<u>Steps</u>	<b>Effective 7/7/2013 1%</b>	<b>Effective 7/6/2014 1%</b>	<b>Effective 1/4/2015 1%</b>	<b>Effective* 1/4/2015 \$1.00</b>	<b>Effective 7/5/2015 3%</b>
Telecommunicator						
C04	1 Recruit	\$16.83	\$17.00	\$17.17	\$18.17	\$18.72
	2 6 Mos	\$18.16	\$18.34	\$18.52	\$19.52	\$20.11
	3 3 yrs	\$19.49	\$19.68	\$19.88	\$20.88	\$21.51
	4 4 yrs	\$20.84	\$21.05	\$21.26	\$22.26	\$22.93
	5 6 yrs	\$21.37	\$21.58	\$21.80	\$22.80	\$23.48
Telecommunications						
Supervisor	1 Recruit	\$22.01	\$22.23	\$22.45	\$23.45	\$24.15
	2 1 yr	\$22.67	\$22.90	\$23.13	\$24.13	\$24.85
	3 3 yrs	\$23.35	\$23.58	\$23.82	\$24.82	\$25.56
	4 5 yrs	\$24.05	\$24.29	\$24.53	\$25.53	\$26.30
Fire Alarm Spec/ Radio Systems Spec						
	1 Recruit	\$22.01	\$22.23	\$22.45		\$24.15
	2 1 yr	\$22.67	\$22.90	\$23.13		\$24.85
	3 3 yrs	\$23.35	\$23.58	\$23.82		\$25.56
	4 5 yrs	\$24.05	\$24.29	\$24.53		\$26.30

\* EMD stipend \$.38 cents has been increased to \$1.00 and moved into the pay plans for each step effective 1/4/15 after the COLA increase. After the \$1.00 has been implemented into the pay plan, the stipend goes away.

## **APPENDIX I**

### **PORTLAND/SOUTH PORTLAND PUBLIC SAFETY DISPATCH BOARD OF GOVERNANCE**

#### **MEMBERS**

Police Chief of each City or his/her authorized designee

Fire Chief of each City or his/her authorized designee

City Manager of each City or his/her authorized designee