

CITY OF PORTLAND, MAINE

PERSONNEL POLICIES AND PROCEDURES

Approved by Portland City Council

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CITY OF PORTLAND

PERSONNEL POLICIES AND PROCEDURES

I. INTRODUCTION

The City of Portland is a municipal corporation organized pursuant to the laws of the State of Maine. The Charter establishes a nine-member City Council elected by the voters of the City, and the Council appoints a City Manager as the City's chief executive and administrative officer. Other direct Council appointees are the City Clerk and the Corporation Counsel. The appointing authority for all other employees is the City Manager, with Council confirmation required for Department Heads. The City Manager may delegate his hiring authority in whole or in part to the Director of Human Resources as head of the central Human Resources Office.

The City's work force consists of both non-union employees and employees organized into collective bargaining units under Maine State law. These policies and procedures govern the relationship between the City and its non-union employees only. However, standardized forms, definitions of terms, procedures, as well as certain legal mandates such as equal employment opportunity, Workers' Compensation, Unemployment Compensation, and safety requirements, are intended to apply to all employees, unless inconsistent with a collective bargaining agreement.

As the administrative head of the City, the City Manager has the authority to modify or amend these policies as needed, subject to Council approval of changes in the employee pay plan and in economic benefits. These policies and procedures are not intended, and do not constitute a binding employment contract with any individual or group of individuals, and the City reserves the right to unilaterally modify these policies at any time.

The City Council also recognizes that effective collective bargaining and administration of the collective bargaining agreements require the delegation to the City Manager of the authority and responsibility to enter into binding agreements with collective bargaining agents on non-economic issues. Therefore, the City Manager is authorized to enter into binding written agreements with the City's collective bargaining agents on all non-economic matters, but any agreements relating to wages, fringe benefits, and other economic matters shall be tentative only, subject to final approval by the City Council.

In order to ensure that these personnel policies and procedures remain current, the City Manager will review them and report his findings to the City Council every three (3) years. Implementation of these policies and procedures will be supplemented by administrative regulations promulgated by the City Manager as well as by a practices manual detailing the mechanics of implementation.

All masculine references herein include the feminine reference as well.

II. GENERAL PROVISIONS

The goal of personnel management in the City of Portland is to:

- A. promote effectiveness, economy, and productivity in delivering services to the citizens of Portland;
- B. encourage a commitment to professional excellence in serving the public and continue the professional development and upgrading of employee skills;
- C. provide reasonable assurances that all rights and benefits of employees are protected and respected;
- D. afford fair and equal treatment to all applicants to enter and to advance in City service on the basis of merit, as determined through competitive processes; and,
- E. provide that positions essentially alike in content receive equal treatment in all personnel processes.

The City will administer and implement these policies and procedures in a manner that will not discriminate unlawfully against any person because of race, color, religion, sex, sexual orientation, national origin, age, or physical or mental disability. Furthermore, The City will take affirmative action to enhance the opportunities for minority group members and women and, as required by law, will provide reasonable accommodation for disabilities of otherwise qualified employees or applicants for employment.

The City recognizes that safeguarding the health and welfare of its employees in the workplace is not only legally required, but also is of mutual benefits to both the City and its employees. To that end, the City is committed to the goal of providing a safe place of employment and sound operating practices designed to result in safe and efficient working conditions.

Unless otherwise provided by Charter or state or federal law, these policies shall apply to all employees, except that the City Council shall set the compensation for the City Manager, the Corporation Counsel and the City Clerk, shall determine the salary for those positions when in an acting capacity and shall approve performance evaluations for these employees. Where the approval of the City Manager, the Director of Human Resources or the Department Head is required hereunder, City Council approval shall be required as pertaining to the positions of City Manager, Corporation Counsel and City Clerk.

III. PRINCIPLES OF HIRING

A. Merit Principles

It is the City's goal to provide efficient and high quality public services through a system of personnel administration based on the following principles:

1. recruiting, selecting, and advancing employees on the basis of their relative ability, knowledge and skills, with open consideration of all qualified applicants for initial appointment;
2. compensating employees on an adequate and equitable basis commensurate with wages and benefits for comparable work in the area labor market;
3. taking appropriate personnel actions affecting employees, including discipline, based upon employee performance;
4. providing fair treatment to employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, sexual orientation, creed, or physical or mental disability, and with proper regard for the employees' privacy and protected rights; and,
5. providing opportunities for advancement and continued City service to all employees based upon qualifications and consistent with equal employment opportunity requirements.

B. Residency Preference

The Council desires that the City employ the best qualified persons who are available at the salary levels being offered for City employment. Among equally qualified candidates, preference will be given to residents of the City then to those candidates willing to establish residency within the City limits.

C. Discipline

1. Except for probationers and those employees serving at the pleasure of the City Manager or the City Council, discipline of permanent employees may be taken for just cause and will be imposed in a fair and reasonable manner pursuant to rules and regulations promulgated by the City Manager. Permanent employees may grieve formal disciplinary actions through the grievance procedure provided in Section VII.

2. Non permanent employees, probationary employees and department and division heads (Grades 10-14) are "at-will" employees, serve at the pleasure of the appointing authority as provided by City Charter, and have only those rights accorded them by law and cannot grieve disciplinary actions taken against them.

IV. DEFINITIONS OF TYPES OF EMPLOYMENT

A. Permanent Employment

1. **Full-time employment** is an appointment to a permanently budgeted position to work a standard work week of no less than 35 hours on a continuing and indefinite basis, i.e., with no pre-set termination date. Such persons receive all benefits provided herein upon completion of the probationary period.
2. **Part-time employment** is an appointment to a permanently budgeted position to work less than the standard work week, but on a continuing and indefinite basis as above. Permanent part-time employees who are regularly scheduled to work at least 18.75 hours per week or more accrue vacation leave and sick leave, holidays and paid health insurance on a pro-rated basis only, normally proportional to a thirty-seven and one half (37.5) hour work week. Permanent part-time employees who are regularly scheduled to work less than 18.75 hours per week are not entitled to any fringe benefits other than those mandated by State Law.

B. Non-Permanent Employment

Non-permanent employees are "at-will" employees, serve at the pleasure of the City Manager and are not subject to Administrative Regulation 25. Except as expressly and specifically indicated in this Section IV.B., non-permanent employees are generally not eligible for the benefits provided herein: however, the City will make an offer of affordable health coverage to any non-permanent employee who the City determines, in its sole discretion, is qualified for such an offer under the Patient Protection and Affordable Care Act.

1. **Temporary employment** is an appointment to work a standard work week or less on a regular basis but for a definite limited period of time, usually not to exceed six (6) months. Extensions may be granted by the Director of Human Resources for up to three (3) additional months. All temporary appointments require the prior approval of the Director of Human Resources.

Temporary employees are paid for hours worked, and are eligible for night shift differential and over- time payments where applicable, but they

receive no other benefits except those mandated by the State Workers' Compensation and Unemployment Compensation Laws. (An example of a temporary appointment is an appointment to fill a position of a permanent employee on a leave of absence.)

2. **Seasonal employment** is an appointment to a temporary position in an industry designated by the State of Maine as a seasonal industry. The employee is terminated at the end of the applicable season, and such employees are paid only for hours actually worked and are not eligible for any other benefits, except those mandated by the State Workers' Compensation and Unemployment Compensation Insurance Laws. (Examples of seasonal industries are summer recreation, golf, and cemetery programs.)
3. **On-call employment** is an appointment to work on an intermittent and as-needed basis. Employees who are on call do not have a regular schedule but work as available and as needed. Such employees are paid only for hours worked or by annual stipend and are not eligible for any other benefits, except those mandated by the State Workers' Compensation and Unemployment Compensation Insurance Laws.
4. **Project employment** is an appointment to work on a special project of limited duration. Project employees may work a standard work week or less and are eligible for full or pro-rated benefits, on the same basis as permanent employees except that they are not entitled to life insurance benefits provided by the Maine Public Employees Retirement System. Project employees will be terminated upon completion of the special project for which they were hired.
5. **Contract employment** is employment under a personal services contract between the City and an individual. Such persons receive salaries and benefits as negotiated on each contract and have no claim to the benefits herein, except as specifically negotiated. The City Manager is authorized to enter into such contracts.
6. **Student employment** is employment of students during their enrollment in schools, including summer employment. Students will be paid as determined by the Director of Human Resources and as legally permitted for student compensation. Student employees are not eligible for benefits other than those mandated by the State Workers' Compensation and Unemployment Compensation Insurance laws.

C. Probationary Period

All new permanent City employees and project employees are probationary for the first twelve (12) months of employment. During this period, employees must

exhibit their fitness for the position, and serve in an at-will capacity and may be dismissed at any time.

An employee who is permanently appointed to the same classification as that in which he previously served on a non-permanent basis is credited with such non-permanent time, up to twelve (12) months, for purposes of completion of the probationary period and eligibility for fringe benefits only, so long as there has been no break in the employee's continuous City service. Any break in such service, even during the probationary period, will necessitate serving a new probationary period of twelve (12) months. Crediting of this non-permanent time does not, however, affect the employee's seniority, which is based on appointment to the permanent position.

V. PERSONNEL ACTIONS

A. Original Appointments

Persons originally appointed to any permanent position shall be compensated at a minimum of the assigned pay grade. The City Manager may approve initial compensation at a rate beyond the minimum of the range for that grade for an individual, or advance an existing employee within a range, when the needs of the service so require.

B. Promotions

Promotional opportunities are available to all City employees through the normal competitive selection procedures. Current employees who compete for a promotional position will be given preference among applicants the City deems equally qualified for the position. If an employee is promoted, he or she will be placed on the higher pay grade. In consultation with Human Resources, the department will determine the appropriate new pay rate, based on a combination of factors, i.e., nature, scope, significance and impact of responsibilities to be performed; job classification (role, level and new salary grade) of the higher level job; and internal equity with other staff members in the same role within the department. In no case will a promotional pay increase result in an increase of less than 5%. At no time will an employee be paid more than the maximum step of the assigned grade.

Employees who are promoted serve a thirty day trial period. Within the thirty days, the Department Head may require, or the employee may request, a return to his former position at his former rate of pay. The trial period may be extended for an additional thirty days upon approval of the Director of Human Resources.

C. Hiring and Promotion of Special Classifications

It is also recognized that certain unique position classifications may necessitate adjustments to work schedules and/or fringe benefits. Any such adjustments will not substantially increase or decrease the level of benefits to be received by such employee.

D. Transfers

Transfers are assignments to another position and may be initiated by management for the good of the service or initiated by the employee, subject to the approval of management. Transfers will occasion no loss of pay to the employee and the employee's date of appointment will not change, except as otherwise provided in Section VIII, PERSONNEL REDUCTIONS.

E. Demotions

Demotions are appointments to a position in a lower pay grade and may either be voluntary or as the result of disciplinary action. Employees who are demoted are paid within the grade applicable to the position, at a rate determined to be appropriate by the Director of Human Resources after consultation with the affected Department Head. The employee's date of appointment will be changed.

F. Reallocations

Reallocation is the procedure of assigning all of the positions in a classification to a new pay grade because the assigned grade is no longer competitive with the current labor market, hampering recruitment and retention of qualified employees.

A reallocation will occur only upon the recommendation of the Director of Human Resources and with the approval of the City Manager and will normally be implemented through the annual budget process, unless special circumstances exist for doing it otherwise.

An employee whose classification has been reallocated to a higher grade will be incorporated into the higher grade at the step which will recognize the employee's seniority in the classification. An employee whose classification has been reallocated to a lower grade will be incorporated into the step closest to that employee's base salary immediately before reallocation which does not result in a decrease in pay. However, it will not exceed the maximum step for the assigned grade, unless special circumstances exist.

In the event of a reallocation, the anniversary date of appointment to the classification for the purposes of incentive compensation will not change.

G. Classification of Positions

All new or revised positions will be evaluated by the Director of Human Resources according to a system designed to ensure that jobs are equitably ranked in relation to one another based on their duties and responsibilities. Three factors will be compared and evaluated:

Knowledge and Skills
Impact and Accountability
Working Relationships

The proper salary grade for a new or revised position will be assigned by the Director of Human Resources once approved by the City Manager and after the evaluation ensures that jobs of comparable value are included in the same grade. Adjustments of individual salaries may be made by the Director of Human Resources if approved by the City Manager to ensure that the salary is within the range of the assigned grade.

H. Professional Training and Development Assignments

The City, when appropriate, may temporarily assign current employees to other positions in the organization in order to provide the employee with the opportunity for expanded career experience and professional development. Unless special circumstances exist, opportunities for such assignments will be posted so that all interested employees may apply.

An employee selected for this type of assignment is paid at an equitable rate determined by the Director of Human Resources. Non-productive time is also paid at the adjusted rate.

I. Acting Capacity

Any employee who is temporarily assigned to work of a higher classification shall receive additional compensation that places them on the higher pay grade. In consultation with Human Resources, the department will determine the appropriate acting pay to award and how it will be paid based on a combination of factors, i.e., nature, scope, significance and impact of responsibilities to be performed; length of acting assignment; job classification (role, level and salary range) of the higher level job; impact on the staff member's primary responsibilities in the current job; impact on the number of hours required to complete all work assignments; eligibility to receive overtime payment if the job is non-exempt, and internal equity with other staff members in the same role within the department. In no case will Acting Capacity pay result in an increase of less than 5%. This provision is intended to apply when a vacancy exists, during a leave of absence or other unusual situations. Acting Capacity pay

should not be granted when an employee is covering for an employee who is on vacation or who is using normal sick leave, nor should it be granted when an employee is performing work within the same classification and pay grade.

I. WAGES AND BENEFITS

A. General Benefits

1. Workers' Compensation and Unemployment Compensation

These benefits are governed by State law, and the City provides such benefits to employees as mandated under the Workers' Compensation and Unemployment Compensation Insurance laws.

Employees out on Worker's Compensation will have rights to continued employment as outlined in the City's Transitional Work Policy attached as Appendix C, and as supplemented by Administrative Regulation.

2. Retirement Plan

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

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

The City currently offers an ICMA RC 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 for the

employee contribution rate.

3. Deferred Compensation

In addition to the above retirement program, the City will make available a deferred compensation plan. Participation in the plan will be voluntary and will allow employees the option of deferring a portion of their salary to be invested by the administrators of the plan, to be paid back to the employee at a later date.

4. Insurance

a. **Basic Group Life Insurance**

The City participates in a Group Life Insurance Plan and offers life insurance and accidental death and dismemberment insurance to permanent employees at their own expense. Dependent and supplemental life insurance is also available at the employee's expense for those who participate in the Group Life Insurance Plan.

b. **Health Insurance**

The City offers Group Hospital, Surgical, and Major Medical Benefits. The City pays 100% of the health benefits for employees who were employed in a permanent full-time position as of May 3, 1984 at that employee's eligible subscription level, i.e. single person, two-person, or family subscription.

The City pays 100% of the single subscription level for employees who were employed in a permanent full-time position after May 3, 1984 and will pay 53% of the cost for any subscription level above the single-person rate, as appropriate, based upon that employee's eligibility. Effective no sooner than January 1, 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%).

For the purposes of this article “family” is defined as spouse and dependents. Effective July 1, 1999, employees may enroll a domestic partner and dependents of the domestic partner on the health plan. 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.

The portion of the employee’s health insurance contribution for domestic partner coverage (47% of two-person rate if covering only the domestic partner and 47% of family rate if covering the domestic partner and his/her dependents) will be taken on a post-tax basis.

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.

Employees who are members of the same family are eligible for only one family or two-person subscription. These employees are not entitled to double coverage, i.e. coverage as an employee and as a dependent. Such employees may, however, elect to be covered as individuals.

City participation in the cost of coverage begins the first full month following the employee's date of hire. The City will participate in the cost of health benefits for permanent part-time employees on the same basis as provided above for permanent full-time employees, except the City's payment shall be prorated according to each employee's regular part-time work schedule. Coverage by the health insurance plan is not automatic and employees must initiate a request for benefits according to their eligibility in order to obtain coverage.

Employees who terminate from City employment (except for those terminated for gross misconduct) have health benefits continuation rights under COBRA. The Human Resources Department can assist you with this process.

The City allows dependent care health benefit deductions to be paid on a pre-tax basis in accordance with the rules and regulations of the Internal Revenue Service. Effective January 1, 2002, the City

also offers a pre-tax medical reimbursement account for employees.

Employees hired on or after April 1, 1986 are required by Federal law to make a Medicare contribution.

c. Income Protection

The City will offer to its employees the option of joining a group income protection insurance plan. The employee's participation will be voluntary and the cost of the insurance will be borne by the employee. Employee premiums will be withheld by payroll deduction.

d. Dental Insurance

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 currently enroll a spouse and dependent children on 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.

e. Legal Aid and Protection

Pursuant to the Maine Tort Claims Act, the City, with the employee's consent, will 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, up to the applicable statutory limits. In addition, the City, with the employee's consent, will defend and indemnify an employee, up to the statutory limits of the Maine Tort Claims Act, against a claim which arises out of an act or omission within the course and scope of his employment, and for which the City is not liable, provided that such defense and/or indemnification is not contrary to public policy, and the City determines that the employee acted in good faith, and not in violation of any law, ordinance, rule or regulation, including municipal rules and regulations.

In any case where the City is defending or indemnifying an

employee, the City has the right, through its Corporation Counsel, to approve the retention of any outside counsel, and the right to authorize and accept settlements of such cases.

Pursuant to City ordinance, any employee involved in an accident or incident in which the City may be a party, or having any notice or knowledge of such accident or incident, is required immediately to file a full report thereof with the Corporation Counsel.

The above legal aid and protection is also extended to former employees for claims against them arising from acts or omissions during their employment with the City. Reference to employees in this provision shall also apply to volunteers who are accepted by the City as volunteers with respect to claims against them arising from acts or omissions in the scope of their performance of the voluntary work assigned to them.

B. Compensation Plan for Permanent Employees

The City compensates its employees with wages which reflect the wages paid in the Portland area labor market. The City Manager has the authority and responsibility to develop a classification plan allocating positions to the pay plan according to the knowledge, skills, abilities, and responsibilities required in the position, and to make modifications in such classification plan through the annual budget process, unless special circumstances exist for doing it otherwise.

1. Principles of Compensation

The City Manager will implement the compensation system in accordance with the classification and pay plans attached hereto and approved by the City Council.

a. **Annual Adjustment**

Annual across the board adjustments will be made only to the extent authorized by Order of the City Council.

b. **Incentive increases**

The City rewards the productivity of its employees through an incentive increase based upon evaluation of employee performance.

2. The Compensation Plan

a. **Exempt Pay Plan**

The City Council sets the exempt employees pay plan as follows: Grades 7-9 (Professional Staff), Grades 10-12 (Division Heads) and Grades 13-14 (Department Heads). Exempt employees are those employees who direct the work of an organizational unit or are the principal professional staff for major units. Such employees are compensated on a salaried, rather than hourly, basis.

b. **Non-Exempt Pay Plan**

The City Council sets the pay plan for non- exempt employees as grades 1 - 6 inclusive. Such employees work a standard work week not to exceed thirty-seven and one half (37.5) hours and such employees are eligible for overtime as provided in subsection D below.

Unless otherwise authorized by the City Manager, upon initial appointment to a position, the employee is paid at the minimum, i.e. the recruit rate, for the first twelve (12) months of employment.

3. Performance Evaluations and Merit Compensation

In order to encourage and reward good productivity from its work force, the City has a merit compensation system based on performance evaluations of employees.

a. **Evaluations**

Performance evaluations of permanent employees are conducted, at a minimum, at six months and on the first anniversary date of the employee's appointment to his position. The format for the performance evaluations is developed and approved by the Director of Human Resources for all positions. Merit pay increases based on such evaluations shall be as authorized from time to time by Order of the City Council.

b. The City Manager may approve advancement through the pay range which is not tied to the performance evaluation process when he determines that the needs of the service require such advancement.

c. Employees are eligible to advance within their pay grade until they

reach the top of their range. Employees paid at the top of their range will continue to receive any annual adjustments authorized in Section (VI)(B)(1)(a) above.

d. **Productivity Awards**

Subject to the availability of funds, the City has a competitive monetary award system to reward employees for constructive suggestions regarding work productivity and efficiency of operations which would result in savings or increased productivity to the City. Funds appropriated for the competition are rewarded according to rules and regulations promulgated by the City Manager.

C. Compensation Plan for Non-Permanent Employees

The wages for all non-permanent employees as defined in Section IV, Definitions of Employment, are set by the Director of Human Resources, but shall not exceed the minimum provided for any counterpart permanent employee position.

D. Hours

1. Exempt Employees

Certain positions are exempt from the Fair Labor Standards Act. See Appendix A. Exempt employees are compensated on a salaried basis for their regularly scheduled work week. Such employees are expected to be flexible about working other than their regular schedule and are not entitled to overtime compensation. However, at the discretion of the Department Head, such employees may be granted administrative leave, or if special circumstances exist, overtime compensation for hours worked over forty hours per week. In addition, such employees are not eligible for the night shift differential unless special circumstances exist and the Director of Human Resources approves payment of such differential.

2. Non-Exempt Employees

Certain employees are covered by the Fair Labor Standards Act and are entitled to overtime compensation as follows:

- a. Employees will be entitled to overtime pay for hours worked in excess of the employee's regularly schedule shift (a shift shall be at least eight (8) hours per day) or forty (40) hours per week, but not for both, at the rate of one and one-half (1 1/2) times the employee's base rate, or, in lieu thereof, compensatory time-off

earned at a time and one-half rate. Compensatory time may not accumulate beyond 240 hours.

- b. For purposes of overtime eligibility, "hours worked" shall mean only the following:
 - (i) hours actually worked for the City;
 - (ii) hours compensated by holiday base pay;
 - (iii) hours compensated by vacation pay;
 - (iv) hours compensated by bereavement leave pay;
- c. Accrued compensatory time up to 240 hours will be paid upon termination or upon permanent transfer, promotion, or demotion of an employee from one department to another.
- d. Non-exempt employees who work a night shift on a regular basis with fifty percent (50%) of the regular hours being worked after 6:00 PM shall receive a shift differential of forty-five cents (45 cents) per hour for the entire night shift. Employees who work a night shift on a regular basis with fifty percent (50%) of the regular hours being worked after 11:00 PM shall receive a shift differential of fifty cents (50 cents) per hour for the entire night shift.

E. Holidays

- 1. The following holidays shall be paid holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Patriot's Day
- Memorial Day
- Independence Day
- Labor Day
- Indigenous Peoples' Day (City Holiday)/Columbus Day (Federal Holiday)
- Veteran's Day
- Thanksgiving Day
- Day following Thanksgiving Day
- 1/2 day on Christmas Eve
- Christmas Day

- 2. The above holidays are observed on the day of legal observance. If any one of the above listed holidays fall on a Sunday, the following Monday shall be the observed holiday. If it falls on a Saturday, the preceding Friday shall be

the observed holiday. The half day Christmas Eve holiday is to be observed only when the actual Christmas Day holiday falls on Tuesday, Wednesday, Thursday or Friday.

3. An exempt employee who is assigned to work on an observed holiday receives a day's pay at a straight time rate and a day off later with pay.
4. A non-exempt employee who is assigned to work on an observed holiday receives his base pay plus one and one-half (1.5) times his base rate for all hours worked up to eight (8) hours, or the number of hours in the employee's regular shift if that shift is more than eight (8) hours. Any hours worked in excess of the eight (8) hours, or the employee's regular shift if that shift is more than eight (8) hours, are compensated at a double time rate.
5. If a full-day observed holiday falls on any employee's regularly scheduled day off, the employee receives a day off with pay at a later date.
6. Temporary and on-call nursing personnel at the Barron Center are eligible for time and one-half pay for hours actually worked on a holiday.
7. In the case of seven-day coverage operations, the actual holiday, rather than the observed holiday, shall determine eligibility for holiday benefits under paragraphs 3-6 above.
8. Full-time permanent employees are eligible for the holiday benefit provisions of paragraphs 3-6 above. Permanent part-time employees who are eligible for benefits under these policies are eligible for pro-rated holiday benefits under paragraphs 3-6 above only when the observed holiday (or actual holiday in the case of seven-day coverage employees) falls on the employee's regularly scheduled work day.

F. Vacation

1. Accrual

Permanent employees are eligible for vacation benefits and full-time employees accrue vacation leave on a weekly basis as follows:

- a. In the first through the second year, an employee earns two work weeks of vacation leave per year, accrued on a weekly basis. Notwithstanding the foregoing, an employee in grade 9 or above shall earn three work weeks of vacation leave per year, accrued on a weekly basis, beginning from the date of hire until the seventh year,

when the accrual rate shall change pursuant to paragraph c. below.

- b. In the third through the sixth year, an employee earns three work weeks of vacation leave per year, accrued on a weekly basis.
- c. In the seventh through nineteenth year of service, an employee earns four work weeks of vacation leave per year, accrued on a weekly basis.
- d. Effective July 1, 2001, in the twentieth year and over, an employee earns five work weeks of vacation per year, accrued on a weekly basis.

2. Maximum Accumulation

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

- a. All employees hired by the City on or after January 1, 1979 may accumulate up to a maximum of 160 hours of vacation leave.
- b. All employees hired prior to January 1, 1979, with no break in City service, may accumulate up to a maximum of 240 hours of vacation leave.
- c. Employees shall not earn, or carry on the books, more than the applicable maximum accumulation, including any time converted from sick leave to vacation leave pursuant to Subsection F(3)(c)(iv) below.
- d. In determining the amount of vacation time an employee can accumulate, only continuous permanent service shall be considered, except in the case of employees who are determined by the Director of Human Resources to have aggregate permanent City service for vacation earning purposes, in which case they shall be allowed to use said aggregate service for purposes of eligibility for vacation accumulation hereunder.

3. Termination

Employees who terminate from City employment are entitled to a cash payment for all accrued vacation leave up to the applicable maximum accumulation.

G. Leaves of Absence

1. Bereavement Leave

An employee may be excused from work for up to five (5) working days because of death of a spouse/domestic partner, child or parent and three (3) calendar days because of death in the immediate family, as defined below. No more than one (1) regularly scheduled work shift per day shall be paid under this rule and payment shall be at the employee's regular rate of pay. It is intended that this time off be used for the purpose of handling necessary arrangements, travel and attendance at the funeral.

"Immediate family" is defined to mean brothers, sisters, half-brothers, half-sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfather, grandmother, grandchildren, step-father, step-mother, step-children or any other relative living in the household of the employee. At the discretion of the employee's Department Head, sick leave credits may be used to supplement the bereavement leave.

Bereavement Leave charged to sick leave shall not count as sick leave usage for purposes of sick leave conversion.

2. Funeral Leave

An employee may be excused for one (1) day for attendance at the funeral or an aunt, uncle, niece, and nephew.

Employees shall be granted the same bereavement or funeral leave for the death of a domestic partner or family member of a domestic partner as that provided for a spouse or family member of a spouse.

3. Sick Leave

The philosophy underlying the City's sick leave benefits is that sick leave is a type of insurance program for the employee based upon years of service, and it is designed to encourage employees to accumulate sick leave credits and to use them only when necessary. When so used, accumulated sick leave can provide an employee with substantial protection should he have a major medical problem. In light of this underlying philosophy, the City requires that employees request sick leave only in case of actual illness, and the City may at any time request the employee to obtain a certificate of illness from an attending physician or City physician. An employee's abuse of sick leave is grounds for disciplinary action, and if not corrected may be grounds for dismissal. As a matter of policy, the City will require a doctor's

certificate prior to paying an employee for sick leave taken after the employee has submitted his resignation from City service. This requirement may be waived by the Department Head.

a. **Accrual**

Permanent full-time employees are granted twelve (12) days of sick leave per year earned on a weekly basis.

b. **Use of Sick Leave**

Sick leave may be used only in the following cases:

- (i) Personal illness or physical incapacity of such a degree as to render the employee unable to perform the work of the assigned position or other work in the department.
- (ii) Attendance upon members of the employee's immediate household, including domestic partner, who are ill and require care by the employee, if approved by the employee's Department Head. Sick leave used for this purpose is not to exceed twelve (12) days per year.
- (iii) Employees who wish to use sick leave to care for a domestic partner in accordance with subparagraph (ii) above must satisfy the City's eligibility requirements for claiming an individual as a domestic partner.

Absence for a fraction of a day that is charge-able to sick leave is charged proportionately in an amount not smaller than one (1) hour. The Department Head, if he deems it in the best interest of the City and with the concurrence of the Director of Human Resources, may authorize an extended disability leave with no pay upon recommendation of the employee's attending physician. Such leave will be granted and governed by the provisions below for disability leaves of absence.

c. **Unused Sick Leave Credits**

(i) Upon Retirement

When an employee retires from City service or is laid-off, the employee will be paid one-half of his accumulation but the maximum payment shall not exceed ninety days. When an employee retires, he/she must have an accumulation

balance of at least sixty days and ten years service in order to receive any payment under this section.

(ii) Upon Death

If an employee dies before retirement, one-half of the employee's accrued sick leave will be paid to the persons below in the following order:

- a) first, to the surviving spouse of the employee;
- b) if there is no surviving spouse and the employee leaves a minor child (including adopted children), then to the guardian of such minor;
- c) if there is no surviving spouse or minor child, then payment will be made to the employee's estate. In the event of death arising out of and in the course of employment with the City, the City will pay one hundred percent (100%) of the accrued sick leave to the surviving spouse, minor child, or estate of said employee as outlined above.

(iii) Upon Resignation

An employee with three or more but less than ten years of continuous service who resigns in good standing will be paid one-fifth of his accumulation; however, the maximum payment shall not exceed twenty-four days.

An employee with ten or more years of continuous service who resigns in good standing will be paid one-half of his accumulation; however, the maximum payment shall not exceed forty-five days.

A good standing resignation requires at least a two-week notice.

(iv) Conversion to vacation leave

Any permanent employee working the standard work week who uses the equivalent of two or fewer sick days within any consecutive 12 month period may elect to convert six days

(45 hours) of accrued sick leave to five days (37.5 hours) of vacation leave.

Alternatively, an employee who has 12 or more years of permanent City service and a sick leave balance of no less than 720 hours, may elect to convert six days (45 hours) of accrued sick leave to five days (37.5 hours) of pay at their regular hourly rate.

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

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

(v) Conversion to Personal Leave

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

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

The employee will give the Department Head or designee as much advance notice of the use of personal leave as the circumstances permit, and in any case the employee will notify the Department Head or designee of the use of the 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 is intended to be used for personal needs (including home emergencies, religious observances and pre-scheduled appointments that are not medical related) and is not to be used to circumvent department procedures for processing vacation requests.

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

(vi) Alternate Work Schedule

The Director of Human Resources shall determine the rates applicable for the conversion in Subsection (iv) above for permanent employees working other than the standard "5/7.5" work week, e.g. those working a "4/10" week or a "2-2-4" schedule. In addition, the Director of Human Resources shall determine the pro-ration of the above conversion rates for part-time employees.

4. Jury/Witness Duty Leave

Any employee shall be excused from work when required to respond to a summons for jury duty, to serve as a juror, or to attend court for prospective jury service. The City encourages employees to fulfill such duties, and agrees to pay the employee the difference between his regular pay and juror's pay, pursuant to the following conditions:

- a. The employee continues to be paid his regular weekly wages during the time he is fulfilling his obligations as a juror.
- b. The employee provides the City with an official statement of his juror's pay as soon as possible.
- c. If such juror's pay is less than the employee's regular pay for the period served as juror, the employee submits the entire amount of the juror's pay to the City.

- d. If such juror's pay is equal to or greater than the employee's regular pay for the period served as juror, the employee refunds to the City that amount of the juror's pay which is equal to the amount paid to him by the City for the period served as juror.

An employee required to appear as a witness in private litigation unrelated to City employment will be given time off as leave without pay for such attendance. In the event that the City requires an employee to attend a court proceeding, the employee shall suffer no loss in regular pay as a result of such attendance, and hours required to be spent at court at the City's request shall be considered "hours actually worked for the City" for purposes of overtime eligibility. Employees who are compensated by the City for attendance at court are required to turn over any witness or other fees received for such appearances upon the same terms as outlined in subsections (c) and (d) above.

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

5. Military Leave

Military leave and rights to re-employment after such leave are available to employees under the terms and conditions of applicable federal and state law. Any person restored to service under such law shall be restored with accrued seniority.

6. Reserve Service Leave

Reserve service leave is available to employees who are members of the military reserves or National Guard under the terms and conditions of applicable federal and state law. In addition, for any period of reserve service leave up to three (3) weeks in any calendar year, the City will compensate the employee for the difference between his regular weekly wages and his total military pay, on the same terms as outlined for juror's pay under subsection 3 above. The employee using reserve service leave must furnish his Department Head with an official statement of reserve service pay received. Any amount served in excess of three (3) weeks shall be considered as leave without pay.

7. Leave Without Pay

A permanent employee may request in writing a non-disability leave of absence without pay for a period of thirty (30) days. If it is in the best interest of the City, the Department Head may grant such a leave with the approval of the Director of Human Resources.

An unpaid leave of absence may be extended up to thirty (30) additional days upon request of the employee and approval of the Department Head, the Director of Human Resources and the City Manager. The employee is expected to return to work upon the expiration of a granted leave, or to have arranged an extension of the leave two weeks prior to its expiration. Failure on the part of the employee to return to work upon the expiration of an approved leave is deemed to be a resignation from City service.

8. Disability Leave of Absence

The Director of Human Resources may grant an unpaid leave of absence of up to twelve (12) months to a permanent employee who is temporarily disabled or anticipating a disability, pursuant to the following provisions:

- a. The employee is to submit a written request to the Department Head for a disability leave, along with a statement from an attending physician setting forth:
 - (i) the anticipated duration of the disability, and
 - (ii) any limiting conditions under which work may be performed before and after leave.

If the disability is anticipated in advance, the employee is to submit his written request at least one month prior to the requested departure date, if possible.

- b. Upon receipt of a written request for disability leave, the Department Head is to make a recommendation regarding such request to the Director of Human Resources, taking the needs of the Department into account in such recommendation.
- c. If approved, the disability leave will have a set termination date and if the disabling condition ends before originally anticipated, the employee is to notify the Department. An employee may return to work at any time prior to the end of the approved leave with the

approval of the Department Head and the Director of Human Resources.

- d. Two weeks prior to the expiration of an approved leave, the employee may request a thirty (30) day extension from the Director of Human Resources. Failure on the part of the employee to return to work after the expiration of an approved leave is deemed a resignation from City service.
- e. At the option of the employee, accumulated sick or vacation leave credits may be applied to an authorized disability leave.
- f. Employees out on Worker's Compensation will continue to accrue seniority and be entitled to health insurance. Payment for holidays and accrual of sick leave and vacation leave will cease after the employee has been out on Worker's Compensation for one year.
- g. Should an employee's attendance or work performance be unsatisfactory because of a disability, the City may require the employee to take a disability leave of absence pursuant to this section.

9. Family Medical Leave

- a. An employee who has been employed for twelve consecutive months or who has worked 1,250 hours in the last twelve months is entitled to up to a total of twelve (12) weeks of family medical leave in any rolling twelve (12) month period backward from the date the employee took 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. The employee is entitled to be restored to the position held by the employee when the leave began or an equivalent position with equivalent pay and benefits.

Leave may be consecutive, intermittent, or on a reduced hour schedule if the employee and the City agree, or if medically necessary.

- b. This leave may be requested and must be granted for the birth of a child or to care for a newborn child, or adoption of a child or the placement of a foster child, or for a serious health condition of the

employee, his or her spouse or domestic partner, child, child of domestic partner, or parent. A serious health condition is one which makes the employee unable to perform his/her essential job functions.

- c. In the event of pregnancy, Family and Medical Leave will begin on the date of birth of the child instead of on the date the employee is disabled from performing her job.
- d. The City may require medical certification of the need for the leave. A copy of the City of Portland Health Care Provider Certificate is attached as Appendix D.
- e. Employees who request to use Family Medical Leave for the purpose of caring for a domestic partner must satisfy the City's eligibility requirements for claiming an individual as a domestic partner.
- f. Additional information regarding the rights and obligations of employees under the State and Federal Family Medical Leave laws is available from the Human Resources Department.

10. Use and accrual of benefits during certain leaves of absence.

During an authorized leave of absence without pay, disability leave or family medical leave, the City will continue the employee's health insurance coverage, and the employee may use accrued sick or vacation credits during such leave. The employee will accrue holiday, vacation or sick leave credits during the first twelve (12) weeks of such leave, regardless of whether or not the employee is using any accrued sick or vacation leave during such time. After the first twelve (12) weeks, there will be no further accrual of holidays, sick or vacation leave. Seniority, however, will accrue during the term of the leave.

11. Long Term Leave

The City Manager may authorize special long term leaves of absence with or without pay or benefits for any period of time and for purposes that are deemed beneficial to the service of the City.

VII. GRIEVANCE PROCEDURE

It is the policy of the City to deal promptly with employee complaints or grievances. A grievance is defined as a dispute over the application of these Personnel Policies and

Procedures. The aggrieved employee should make every attempt to resolve his grievance through discussion with his immediate supervisor or Division Head. If the grievance is not resolved after an informal discussion with the immediate supervisor or Division Head, the grievance should be reduced to writing and appealed according to the following procedure:

- A. Within three (3) working days from the time the Supervisor or Division Head has rendered a decision, the employee may file his grievance with the Department Head. The Department Head will render a decision within the (10) working days from the date the grievance was presented to him.
- B. If the employee is dissatisfied with the Department Head's response, he may appeal to the Director of Human Resources within three working days from receipt of the Department Head's decision. The Director of Human Resources will render a decision within ten (10) working days from the date the grievance was filed at the Human Resources level.
- C. If the employee is dissatisfied with the response of the Director of Human Resources, he may appeal to the City Manager within three (3) working days from the receipt of the Director of Human Resources' decision. The City Manager shall render a decision within ten (10) working days from the date the grievance was filed at the Manager's level.
- D. The decision of the City Manager shall be the final decision in the grievance process.
- E. All grievances must be commenced not later than thirty (30) calendar days after the time the event being grieved became known to the employee or employees concerned.
- F. The time limits in this article may be waived by mutual written consent of the parties. Steps A and B may also be waived by mutual written consent of the parties.

VIII. PERSONNEL REDUCTIONS OF PERMANENT EMPLOYEES

If the City has to reduce its work force, it will attempt to accomplish such reductions through the elimination of vacant positions which the City determines do not have to be filled. If this is not possible, reductions in force of permanent employees may be necessary and will be carried out according to the following guidelines:

A. Exempt Upper-Level Management (Grades 10 - 14)

The reductions of upper-level management employees (i.e., Department Heads, Deputy Department Heads, and Division Directors) will be accomplished on a

position- by-position and functional basis. Such employees will have no seniority, bumping, or recall rights.

B. Other Exempt Employees (Grades 7 -9)

1. Reductions in force will be made by classification and within departments. These exempt employees in an affected classification within a department will be laid off by seniority with the least senior person laid off first. Seniority is defined as continuous permanent City service, including probationary time.
2. Employees faced with lay-off may transfer or bump into other position on the following basis:
 - a. An employee who would be laid off under Section 1 above may transfer to a vacant position within the Department which the employee is qualified to perform as determined by the City.
 - b. If there is no suitable vacant position, the employee may bump a less senior employee in a position within the Department which the employee faced with lay-off once held.
 - c. If there is no less senior employee in a position once held, the employee faced with lay-off may bump less senior employees in positions within the Department which the employee is qualified to perform as determined by the City.
3. Employees who transfer or bump into a position under Section 2 above will be compensated at the rate provided in the City's pay plan for that position.

Employees cannot transfer or bump into a promotional position nor can they transfer or bump into a union-covered position. Part-time employees cannot transfer or bump into full-time positions.
4. Employees faced with lay-off may accept lay-off rather than transfer or bump into a position under subsection 2 above.
5. Employees who are in fact laid off will receive any separation pay to which they may be entitled.
6. Employees who are laid off will have a 15-month recall to the classification in the Department from which they were laid off. Employees will be recalled in order of seniority.

C. Non-Exempt Employees (Grades 1 -6)

1. Reductions in force of permanent hourly employees will be made by classification and within departments. Hourly employees in an affected classification within a department will be laid off by seniority with the least senior person laid off first. Seniority is defined as continuous permanent City service, including probationary time.
2. Hourly employees faced with lay-off may transfer or bump into other positions on the following basis:
 - a. An employee who would be laid off under Section 1 above may transfer to a vacant position within the City which the employee is qualified to perform as determined by the City.
 - b. If there is no suitable vacant position, the employee may bump a less senior employee in a position within the City which the employee faced with lay-off once held.
 - c. If there is no less senior employee in a position once held, the employee faced with lay-off may bump less senior employees in positions within the City which the employee is qualified to perform, as determined by the City.
3. Employees who transfer or bump into a position under Section 2 above will be compensated at the rate provided in the City's pay plan for that position.

Employees cannot transfer or bump into a promotional position nor can they transfer or bump into a union-covered position. Part-time employees cannot transfer or bump into full-time positions.
4. Employees faced with lay-off may accept lay-off rather than transfer or bump into a position under subsection 2 above.
5. Employees who are in fact laid off will receive any separation pay to which they may be entitled.
6. Employees who are laid off will have a 15 month recall to the classification in the Department from which they were laid off. Employees will be recalled in order of seniority.

IX. MISCELLANEOUS PROVISIONS

A. Political Activity

While employed by the City, employees may seek or accept nomination or election to any non-partisan office in municipal government (i.e., City or School office), however, in connection with an employee's campaign, no employee will use City facilities, equipment, materials or supplies to advocate for his or her candidacy, or discuss the employee's campaign with city or school personnel during the workday, or use any time during the work day for campaigning purposes.

At no time may an employee use his or her City position, nor use City facilities, equipment, materials or supplies to communicate, organize, assist or advocate for or against any candidate for elected office, including but not limited to his or her own candidacy, whether for a local, state or federal office, and whether the employee is on or off duty at the time of such use.

While employed by the City, employees are to refrain from using their influence publicly for or against any candidate for municipal elective office. City employees are not to circulate campaign literature for elective city officials, nor be in any way concerned with soliciting or receiving subscriptions, contributions, or political service from any person on behalf of any candidate for municipal elective office. Nothing in this paragraph shall be construed to apply to an employee who is seeking any office in municipal government while that employee is working on his or her campaign, subject to the limitation in the paragraphs above.

This rule is not to be construed to prevent any City employees from becoming, or continuing to be, members of any political organization, from attending political meetings, or from voting with complete freedom in any election.

Employees who are working directly or indirectly under a federal funding status must check with the U.S. Civil Service Commission as to the extent to which participation in State or Federal political activities is allowed under Federal Law.

B. Conflicts of Interest

In addition to adhering to general standards of conduct for employees of any organization, public employees are expected to treat everyone they serve with complete impartiality and are prohibited from using their official position for personal profit or the profit of friends and family. Employees must comply with the conflict of interest standards of State law 30-A M.R.S.A. Sec. 2605.

Outside employment which must be reviewed by the City as part of its regulatory or reviewing authority is prohibited. Employees must also comply with any departmental rules and regulations regarding outside employment.

C. Employment of Relatives

1. The City discourages the employment of individuals to work in a direct or indirect line of supervision with an employee who is a member of the individual's family. The City further prohibits an officer or employee of the City from using his or her official position to advance, advocate, hire or promote the employment of that officer's or employee's relatives in any City position. An officer or employee of the City may provide a personal reference for a relative who is applying for a position over which that officer or employee does not exercise any direct or indirect supervision or control. An officer or employee of the City shall not be involved in the hiring process for any position if it involves a relative.
- 2a. The City reserves the right to refuse to appoint a person to a position in the same department, division or facility, wherein his or her relationship to another employee has the potential for creating adverse impact on supervision, safety, security or morale, or involves a potential conflict of interest. The Department Head shall make the determination as to whether such adverse impact exists, subject to review by the City Manager.
- 2b. In the case of a finding of adverse impact, the Department Head shall make a reasonable effort to see if a written management plan governing the assignment and evaluation of such employee can be put in place which would avoid the conflict and mitigate any adverse impact, prevent favoritism or other improper influences. Any such management plan will be subject to approval by the City Manager at the time of hire and to ongoing oversight by the Director of Human Resources. If the structure or size of the Department does not permit such a management plan, then the City may refuse to appoint that person to the position.
3. The provisions of this section shall apply when a relationship is formed after the date of hire such as through a marriage or domestic partnership.
4. An individual violating these provisions, or hired in violation of these provisions as a result of applicant failure to disclose a relationship, may be subject to disciplinary action, up to and including termination.
5. For purposes of the above provisions, a "relative" is defined as: grandfather, grandmother, father, mother, son, daughter, child of domestic partner, grandson, granddaughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father, step-mother, step-son, step-daughter, step-brother, step-sister, half-brother, or half-sister.

- 6 The City Manager may provide specific instructions concerning employees or applicants affected by this provision in a manner to safeguard the hiring and promotional opportunities of the individual as well as the objectivity of the process.

**APPENDIX A
NON-UNION CLASSIFICATION PLAN**

<u>SALARY GRADE</u>	<u>POSITION TITLE</u>
ELECTED OFFICIALS	MAYOR CITY COUNCILORS
COUNCIL APPOINTEES	CITY CLERK CITY MANAGER CORPORATION COUNSEL
15	DEPUTY CITY MANAGER
14	AIRPORT DIRECTOR DIRECTOR OF HEALTH AND HUMAN SERVICES DIRECTOR OF HUMAN RESOURCES DIRECTOR OF PERMITTING & INSPECTIONS DIRECTOR OF PLANNING AND DEVELOPMENT DIRECTOR OF PARKS, RECREATION & FACILITIES ECONOMIC DEVELOPMENT DIRECTOR FINANCE DIRECTOR FIRE CHIEF IT DIRECTOR POLICE CHIEF PUBLIC WORKS DIRECTOR
13	TAX ASSESSOR ASSOCIATE CORPORATION COUNSEL (3)
12	ASSISTANT AIPORT DIRECTOR ASSISTANT FIRE CHIEF (2) ASSISTANT CHIEF OF POLICE DEPUTY FINANCE DIRECTOR LABOR RELATIONS MANAGER LONG-TERM CARE ADMINISTRATOR PLANNING DIVISION DIRECTOR POLICE COMMANDER
11	AIRPORT DEPUTY DIRECTOR-ADMINISTRATION & PROPERTIES AIRPORT DEPUTY DIRECTOR-ENGINEERING & FACILITIES ASSISTANT AIRPORT MANAGER ASSISTANT DIRECTOR/OPERATIONS BENEFITS MANAGER COMMUNITY JUSTICE ADVOCATE CONTROLLER DEPUTY FIRE CHIEF (4) DEPUTY FIRE CHIEF/EMS DIRECTOR OF NURSING DIRECTOR OFFICE OF ECONOMIC OPPORTUNITY DIRECTOR OF PUBLIC BUILDINGS ENGINEERING MANAGER FLEET MANAGER INSPECTIONS DIRECTOR NEIGHBORHOOD PROSECUTOR PARKING DIVISION DIRECTOR PARKS DIRECTOR POLICE LEGAL ADVISOR POLICE MAJOR PUBLIC HEALTH ADMINISTRATOR RECREATION DIRECTOR SENIOR ADVISOR TO THE CITY MANAGER TREASURER WATER RESOURCES MANAGER

**APPENDIX A
NON-UNION CLASSIFICATION PLAN**

<u>SALARY GRADE</u>	<u>POSITION TITLE</u>
10	AIRPORT OPERATIONS MANAGER ASSISTANT CONTROLLER ASSISTANT DIRECTOR OF NURSING SERVICES ASSISTANT IT MANAGER BUDGET ANALYST CITY COMMUNICATIONS DIRECTOR DIRECTOR OF PUBLIC ASSEMBLY FACILITIES EMERGENCY COMMUNICATIONS DIRECTOR EMPLOYMENT SERVICES MANAGER FINANCIAL MANAGER FINANCIAL SPECIALIST (2) HOUSING AND NEIGHBORHOOD SERVICES DIRECTOR PAYROLL MANAGER PURCHASING MANAGER SOCIAL SERVICES ADMINISTRATOR TRANSPORTATION PROGRAM MANAGER TRANSPORTATION SYSTEM ENGINEER WATERFRONT COORDINATOR
9	AIRPORT SECURITY & COMMUNICATIONS CENTER MANAGER ASSISTANT AIRPORT OPERATIONS MANAGER ASSISTANT PARKS DIRECTOR ASSISTANT RECREATION DIRECTOR ASSISTANT TO THE CITY MANAGER FOR CONSTITUENT SERVICES ASSISTANT TREASURER DEVELOPMENT REVIEW SERVICES MANAGER DIRECTOR OF BUILDING TRADES DIRECTOR OF ELDER AFFAIRS DIRECTOR OF ENVIRONMENTAL SERVICES DIRECTOR OF NUTRITION AND CENTRAL MEDICAL SUPPLY SERVICES DIRECTOR OF OPERATIONS/MAINTENANCE DIRECTOR OF PROJECT MANAGEMENT DIRECTOR OF SOCIAL SERVICES/ADMISSIONS EMERGENCY MANAGEMENT COORDINATOR FINANCIAL ADMINISTRATOR GIS MANAGER GOLF COURSE SUPERINTENDENT INSPECTIONS MANAGER INTAKE & REVIEW MANAGER NETWORK ENGINEER PRINCIPAL ADMINISTRATIVE OFFICER II PROGRAM MANAGER – PUBLIC HEALTH PROGRAM MANAGER – SHELTER ADMINISTRATOR PROGRAM MANAGER - SOCIAL SERVICES SPECIAL ASSISTANT TO THE MAYOR SUSTAINABILITY COORDINATOR WORKERS' COMP AND SAFETY PROGRAM MANAGER WORKFORCE DIVERSITY & INCLUSION SPECIALIST
8	APPLICATIONS PROGRAM MANAGER AQUATIC AND RECREATION MANAGER BEHAVIORIAL HEALTH COORDINATOR BUSINESS DEVELOPMENT REPRESENTATIVE DIRECTOR OF OPERATIONS DIRECTOR OF LIFE ENRICHMENT & VOLUNTEERS EMPLOYEE ASSISTANCE COORDINATOR FOOD SERVICE MANAGER GOLF COURSE MANAGER ICE ARENA MANAGER MIS COORDINATOR POLICE PLANNING AND RESEARCH COORDINATOR PRINCIPAL ADMINISTRATIVE OFFICER I PRINCIPAL FINANCIAL OFFICER

**APPENDIX A
NON—UNION CLASSIFICATION PLAN**

<u>SALARY GRADE</u>	<u>POSITION TITLE</u>
8	PROGRAM COORDINATOR RESIDENT SERVICES DIRECTOR SAFETY & TRAINING ADMINISTRATOR THERAPEUTIC RECREATION MANAGER
7	DATABASE ADMINISTRATOR HUMAN RESOURCES ASSOCIATE PARALEGAL/INSURANCE CLAIMS ADMINISTRATOR PROGRAMMER ANALYST SAFETY AND TRAINING OFFICER SUBSTANCE ABUSE DISORDER LIAISON
6	ASSISTANT PURCHASING MANAGER SENIOR ADMINISTRATIVE OFFICER SENIOR HUMAN SERVICES COUNSELOR
5	ADMINISTRATIVE OFFICER AIRPORT OPERATIONS DUTY MANAGER HUMAN RESOURCES ASSISTANT SENIOR EXECUTIVE ASSISTANT
4	EXECUTIVE ASSISTANT PARALEGAL/LEGAL ASSISTANT
3	ADMINISTRATIVE ASSISTANT

**FY18
NON-UNION PAY PLAN
EFFECTIVE: 07/02/2017**

FY18 COLA: 2.00%

Pay Grade		Minimum	Mid-Point	Maximum
I. Deputy City Manager (Exempt)				
15	Hrly	61.14	70.78	79.43
	Weekly	2,292.75	2,654.25	2,978.63
	*Annually	119,223.00	138,021.00	154,888.76
II. Department Heads -- Grades 13-14 (Exempt)				
14	Hrly	46.85	53.90	60.93
	Weekly	1,756.88	2,021.25	2,284.88
	*Annually	91,357.76	105,105.00	118,813.76
13	Hrly	42.60	49.00	55.42
	Weekly	1,597.50	1,837.50	2,078.25
	*Annually	83,070.00	95,550.00	108,069.00
III. Division Heads -- Grades 10-12 (Exempt)				
12	Hrly	39.53	46.22	52.93
	Weekly	1,482.38	1,733.25	1,984.88
	*Annually	77,083.76	90,129.00	103,213.76
11	Hrly	35.87	41.99	48.13
	Weekly	1,345.13	1,574.63	1,804.88
	*Annually	69,946.76	81,880.76	93,853.76
DC 2.184 Hrs (N11)	Hrly	32.03	37.49	42.97
	Weekly	1,345.13	1,574.63	1,804.88
	*Annually	69,946.76	81,880.76	93,853.76
10	Hrly	32.65	38.21	43.74
	Weekly	1,224.38	1,432.88	1,640.25
	*Annually	63,667.76	74,509.76	85,293.00
IV. Professional Staff -- Grades 7-9 (Exempt)				
9	Hrly	29.65	34.72	39.74
	Weekly	1,111.88	1,302.00	1,490.25
	*Annually	57,817.76	67,704.00	77,493.00
8	Hrly	26.96	31.55	36.14
	Weekly	1,011.00	1,183.13	1,355.25
	*Annually	52,572.00	61,522.76	70,473.00
7	Hrly	24.52	28.69	32.86
	Weekly	919.50	1,075.88	1,232.25
	*Annually	47,814.00	55,945.76	64,077.00

**FY18
NON-UNION PAY PLAN
EFFECTIVE: 07/02/2017**

V. Hourly Employees -- Grades 1-6 (Non-Exempt)

6	Hrly	<u>22.49</u>	<u>26.35</u>	<u>30.15</u>
	Weekly	843.38	988.13	1,130.63
	*Annually	43,855.76	51,382.76	58,792.76
	OT	33.74	39.53	45.23
5	Hrly	<u>20.45</u>	<u>23.94</u>	<u>27.44</u>
	Weekly	766.88	897.75	1,029.00
	*Annually	39,877.76	46,683.00	53,508.00
	OT	30.68	35.91	41.16
4	Hrly	<u>18.59</u>	<u>21.79</u>	<u>24.94</u>
	Weekly	697.13	817.13	935.25
	*Annually	36,250.76	42,490.76	48,633.00
	OT	27.89	32.69	37.41
3	Hrly	<u>16.91</u>	<u>19.79</u>	<u>22.66</u>
	Weekly	634.13	742.13	849.75
	*Annually	32,974.76	38,590.76	44,187.00
	OT	25.37	29.69	33.99
2	Hrly	<u>15.38</u>	<u>17.98</u>	<u>20.60</u>
	Weekly	576.75	674.25	772.50
	*Annually	29,991.00	35,061.00	40,170.00
	OT	23.07	26.97	30.90
1	Hrly	<u>13.97</u>	<u>16.36</u>	<u>18.70</u>
	Weekly	523.88	613.50	701.25
	*Annually	27,241.76	31,902.00	36,465.00
	OT	20.96	24.54	28.05

APPENDIX C

TRANSITIONAL WORK POLICY

A. Goal

It is the goal of the City of Portland to assist injured employees to return to the position they held at the time of their injuries, which will be referred to as Regular Work. To that end, the City has defined specific work assignments or "Transitional Work" that will be made available to those injured employees, who, in the judgment of the City, will probably be able to return to the positions they held at the time of their injury.

B. Eligibility

Transitional Work will be made available to injured workers of the City who have sustained injuries arising out of and in the course of their employment with the City and who have been approved for this program by their physician. Injured employees will be eligible for placement in the Transitional Work program within one (1) year after the date of initial injury.

Before an employee who has sustained an injury arising out of and in the course of his employment may be eligible for this program, the employee and the City must execute a trial work agreement consistent with the provisions of 39 M.R.S.A. Sec. 100-A and substantially in the form of the sample **AGREEMENT FOR TRIAL WORK**, attached hereto.

C. Duration of Assignment

Under this program, employees qualified for Transitional Work will be permitted to work up to 90 days in a transitional position. If at the end of the 90 day period, the employee has not returned to Regular Work, Transitional Work will no longer be available 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 a one year period from the initial date of return to Transitional Work.

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 a one year period from when they initially returned to Transitional Work, Transitional Work will no longer be made available to them. Those employees will then be subject to the rehabilitation provisions of the Maine Workers' Compensation Act. (39 M.R.S.A. Sec. 81 et seq).

D. Termination of Employment

1. Termination

In those cases where an employee has been unable to perform some or all aspects of his/her Regular Work for two years from the date of injury, the employee may be terminated from employment. This termination is non-disciplinary and the City agrees to make reasonable accommodations as that term is defined in 39 M.R.S.A. Sec. 66-A, for the employee to return to work during the two year period following the original date of injury.

Prior to possible termination, the employee will receive at least a ninety (90) day notification of the termination process and, at the same time, will be requested to provide an updated current medical report which assesses his/her ability to return to his/her last position.

2. Reemployment within Five Years of Date of Injury

If the employee becomes capable of performing the job duties of the position from which he/she was terminated within five years of the date of injury, the employee may return to that position if it is vacant. If that position is filled, unfunded or no longer exists, or the employee becomes capable of performing the duties of a different position within the City, then the employee shall be entitled to be placed in a vacant position for which the employee is qualified, subject to concurrence of the bargaining unit representative, if the position is covered by a collective bargaining agreement, and approval of the City Manager.

Upon determination of capability to work, the employee will provide the City with physical restrictions and positions he/she wishes to be considered for in accordance with the above provisions.

The acceptance or refusal of appointment to a position other than the one held immediately prior to termination shall not terminate the employee's right to re-employment in the position held immediately prior to termination.

3. Status upon Re-employment

Upon return to re-employment within the City in a non-union position, the employee shall receive pay and benefits at the level which he/she would have attained if the work injury had not occurred and which are applicable to the position in which the person is re-employed. Upon return to employment in a position covered by a collective bargaining agreement, pay and benefits will be determined by the City under the appropriate bargaining agreement with the concurrence of the bargaining unit representative.

SAMPLE

WORKERS' COMPENSATION COMMISSION

Augusta, Maine

AGREEMENT FOR TRIAL WORK

The Employee and Employer, pursuant to 39 M.R.S.A. Sec. 100-A, enter into an agreement for a trial period of work. The agreement is as follows:

- 1) The Employee sustained an injury arising out of and in the course of his/her employment on _____, 20__.
- 2) Pursuant to the City of Portland's Transitional Work Policy, the Employee will return to work at the City of Portland on _____, 20__ in a transitional assignment.
- 3) Attached is a copy of the Transitional Work Policy of the City of Portland. The Employee has read this document and understands it.
- 4) The Employee promises that if he/she returns to Regular Work he/she will execute a discontinuance or a modification of payment establishing a fixed rate of partial compensation.
- 5) The parties agree that the term of this trial work agreement shall be 90 days from _____, 20__.

this _____ day of _____, 20__.

Employee

City of Portland

APPENDIX D
CITY OF PORTLAND HEALTH CARE PROVIDER CERTIFICATE
FOR EMPLOYEE'S SERIOUS HEALTH CONDITION

1. Employee's Name

2. Page 3 describes what is meant by a “**serious health condition**” under the Family and Medical Leave Act. Does the patient's condition¹ qualify under any of the categories described here? If so, please check the applicable category.

1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____, or None of the Above _____

3. Please provide a brief statement as to the general nature of the condition described above (detailed medical information is **not** required):

4. a. State the approximate **date** the condition commenced, and the probable duration of the condition (and also the probable duration of the patient's present **incapacity**² if different):

b. Will it be necessary for the employee to take work **only intermittently or to work on a less than full schedule** as a result of the condition (including for treatment):

If yes, give the intermittent schedule and probable duration:

5. If medical leave is required for the employee's **absence from work** because of the **employee's own condition** (including absences due to pregnancy or a chronic condition), is the employee **unable to perform work** of any kind?

City of Portland
Health Care Provider Certificate

¹ Here and elsewhere on this form, the information sought relates **only** to the condition for which the employee is taking FMLA leave.

² “Incapacity” for purpose of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.

For Employee's Serious Health Condition

Signature of Health Care Provider

Type of Practice

Address

Telephone Number

Date

NOTICE TO HEALTH CARE PROVIDER: In accordance with the federal Genetic Information Nondiscrimination Act (GINA), we request that you do not provide any genetic information regarding the patient or family members (including family medical history; the results of patient/family members' genetic tests; the fact that the patient/family members sought or received genetic tests; or any genetic information regarding a fetus or embryo of the patient/family members.)

A “Serious Health Condition” means an illness, injury, impairment, or physical or medical condition that involves one of the following:

1. Hospital Care

Inpatient Care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility, including any period of incapacity¹ or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment

(1) A period of incapacity¹ of **more than three consecutive calendar days** (including any subsequent treatment or period of incapacity¹ or subsequent treatment in connection with or consequent to such inpatient care.)

- (a) **Treatment² two or more times** by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of , or on referral, by a health care provider; or
- (b) **Treatment** by a health care provider on **at least one occasion** which results in a **regimen of continuing treatment³** under the supervision of the health care provider.

3. Pregnancy

Any period of incapacity due to **pregnancy**, or for **prenatal care**.

4. Chronic Conditions Requiring Treatments

A **chronic condition** which:

- (1) Requires **periodic visits** for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider;
- (2) Continues over an **extended period of time** (including recurring episodes of a single underlying condition); and
- (3) May cause **episodic** rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.)

5. Permanent/Long-Term Conditions Requiring Supervision

A period of **incapacity**, which is **permanent or long-term** due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision or, but need not be, receiving active treatment by a health care provider. Examples include Alzheimer’s, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by a healthcare provider, either for **restorative surgery** after an accident or other injury or for a condition that **would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment**, such as cancer (chemotherapy, radiation etc.), severe arthritis physical therapy), and kidney disease (dialysis).

¹“Incapacity”, for purpose of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from.

²Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

³A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider.