

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)



MARK N. DION (5)
APRIL FOURNIER (A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

SPECIAL CITY COUNCIL AFTERNOON MEETING - AUGUST 8, 2022 AT 4:00 PM

The Portland City Council will hold a City Council Meeting in Council Chambers. The Honorable Kate Snyder, Mayor, will preside.

To submit written public comment on an agenda item, email publiccomment@portlandmaine.gov. Submissions must be received by 12:00 pm the day before the Council meeting to guarantee their inclusion in the agenda packet. All submissions must include the commenter's name and legal address. To help ensure your comment is submitted for the correct item, please include the order number (see below).

REMOTE ACCESS INFORMATION:

The City Council will conduct this meeting from Council Chambers, located on the second floor of City Hall. The public may attend the meeting in person, however space in Council Chambers is limited. The public is therefore strongly encouraged to participate remotely via Zoom pursuant to the Remote Meeting Policy adopted by the Portland City Council. Allow your computer to install the free Zoom app to get the best meeting experience. If you are not able to attend live either in person or via Zoom, a recording will be available in the [Agenda Center](#) following the meeting.

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PLEDGE OF ALLEGIANCE:

ROLL CALL:

4:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

ANNOUNCEMENTS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Approval of the July 11, 2022 draft Special City Council Meeting minutes (Meeting 1 of 2, 4:00pm)

APPOINTMENTS:

Order 28-22/33 Appointing Andy Martin Constable for the Parking Division - Sponsored by Danielle P. West, Interim City Manager

This appointment of Andy Martin as a constable, allowing him to issue court summons for contested parking tickets, is effective from the effective date of this order until 12:00 midnight, December 31, 2022, and is made pursuant to Portland City Code, Sections 2019 and 2019.5. Constables are not allowed to carry a firearm, concealed or unconcealed, in the performance of duties, or to make arrests.

Five affirmative votes are required for passage after public comment.

Order 29-22/23 Appointing Dena Libner to the Board of Directors of EcoMaine - Sponsored by Kate Snyder, Mayor

This order appoints Chief of Staff Dena Libner to the Board of EcoMaine, which accepts City of Portland solid waste for its electricity-generating incinerator and sorts recyclable material for reuse. The Board is made up of 20 municipal representatives who are members and owners of the enterprise, which is also supported by associate members and contract members.

Five affirmative votes are required for passage after public comment.

LICENSES:

Order 30-22/23 Granting Municipal Officers' Approval of Bar Harbor Lobster Co., dba The Clam Bar. Application for Class I FSE with Outdoor Dining on Private Property at 199 W Commercial Street - Sponsored by Danielle P. West, Interim City Manager

Application was filed on 7/10/22. New City and State applications. Location was previously Benny's Fried Clams.

Five affirmative votes are required for passage after public comment.

Order 31-22/23 Granting Municipal Officers' Approval of Stars and Stripes Brewing LLC, dba Stars and Stripes Brewing. Application for Combined Entertainment at 3 Spring Street - Sponsored by Danielle P. West, Interim City Manager

Application was filed on 7/19/22. New City application. Establishment currently holds Class III & IV FSE.

Five affirmative votes are required for passage after public comment.

Order 32-22/23 Granting Municipal Officers' Approval of Root Wild LLC, dba Root Wild. Application for Combined Entertainment at 135 Washington Avenue - Sponsored by Danielle P. West, Interim City Manager

Application was filed on 6/30/22. New City application. Establishment currently holds Brewery/Winery/Distillery On-Premise Consumption.

Five affirmative votes are required for passage after public comment.

Order 33-22/23 Granting Municipal Officers' Approval of Maine Charitable Mechanics Association, dba Mechanics Hall. Application for Indoor Entertainment at 519 Congress Street - Sponsored by Danielle P. West, Interim City Manager

Application was filed on 6/23/22. New City application.

Five affirmative votes are required for passage after public comment.

Order 34-22/23 Granting Municipal Officers' Approval of Downtown Lounge LLC, dba Downtown Lounge. Application for Class A Lounge at 606 Congress Street - Sponsored by Danielle P. West, Interim City Manager

Application was filed on 7/18/22. New City and State applications. Establishment currently holds Class XI Restaurant/Lounge FSE.

Five affirmative votes are required for passage after public comment.

Order 35-22/23 Granting Municipal Officers' Approval of Summit LLC, dba Nosh. Application for Class I FSE with Outdoor Dining on Public Property at 551 Congress Street - Sponsored by Danielle P. West, Interim City Manager

Application was filed on 7/6/22. New City and State applications. New of ownership of an existing establishment.

Five affirmative votes are required for passage after public comment.

COMMUNICATIONS:

Communication 5-22/23 Monkeypox Update - by Tina Pettingill, Acting Public Health Director

As a communication this item requires no public comment or formal Council action.

UNFINISHED BUSINESS:

Order 261-21/22 Amendment to the Portland City Code Chapter 35 Re: Panic Alarms and Retail License Revisions - Sponsored by Jen Thompson, Acting Corporation Counsel

This item proposes two categories of change to Chapter 35 of the City Code, relating to marijuana businesses. Proposed revisions to subpart (a) of Ch. 35-36 (Security Requirements) would remove the requirement to maintain a door and window burglary alarm system at all fixed locations for a marijuana business. The provision retains a requirement for an intrusion alarm system that includes a panic button that can transmit its signal via City of Portland AES system directly to the City Dispatch Center. These changes address problems with false alarms and unnecessary costs. The second category relates to the issuance and renewal of business licenses and the ability of new and existing businesses to change the category of license/business from/to adult use/medical use.

This item must be read on two separate days. It received its first reading on May 16, 2022. At the June 6, 2022 Council Meeting, this item was postponed to June 22, 2022. At the June 22, 2022 Council Meeting, this item was postponed to the August 15, 2022 Special City Council Meeting, which was rescheduled to occur on August 8, 2022. Five affirmative votes are required for passage after public comment.

Written Public Comment on Order 261-21/22

Order 24-22/23 Approving the Contract between the City of Portland and the City Employees Benefit Association - Sponsored by Danielle P. West, Interim City Manager

This item approves the negotiated collective bargaining agreement between the City and the City Employees Benefit Association (CEBA) for the period of July 1, 2021 to June 30, 2024. This proposal is presented after previously receiving guidance from the City Council in executive session and after having reached a tentative agreement with the CEBA, which was voted on and approved by the members.

The tentative agreement provides for a 0% general wage increase for FY22 (due to CEBA employees taking their increase during the height of COVID where other unions agreed to forego that increase); a 2.5% general wage increase for FY23; and a 3% general wage increase for FY24. The proposal also increases night and weekend shift differentials at the Barron Center, and upgrades several positions in the pay plan to ensure that employees in those positions are paid competitively and in line with their peers who are performing comparable jobs. Finally, the proposal adds Juneteenth as a paid holiday, implements earned paid leave, and makes other minor adjustments in the agreement between the parties.

This item must be read on two separate days. It received its first reading on July 11, 2022. Five affirmative votes are required for passage after public comment.

Order 25-22/23 Approving the Collective Bargaining Agreement with the Communications Employees Association – Sponsored by Danielle P. West, Interim City Manager

This item approves the negotiated collective bargaining agreement between the City and the Communications Employees Association (“CEA”) for the period of July 1, 2021 through June 30, 2024. This proposal is presented after previously receiving guidance from the City Council in executive session and after having reached a tentative agreement with the CEA, which was voted on and approved by the members.

The tentative agreement creates a three-tiered pay plan, where wages increase as employees move up the tiers. Tier 1 is for those certified only as a call taker; Tier 2 is those who are also certified in one of the two disciplines (police or fire); and Tier 3 is for those certified in all disciplines. It also provides for a 3% general wage increase for FY22, retroactive to July 1, 2021; a 0% general wage increase for FY23 (in exchange for a more beneficial retirement plan); and a 3% general wage increase for FY24. The proposal also makes a majority of the CEA members eligible for the more favorable “3C” MainePERS retirement plan and adds a comparable increase to the 401a contributions; adds a \$.25 stipend for all members to become a notary public, a \$1.25 stipend for field trainers, and adds \$.25 to the EDQ stipend. Finally, the proposal agrees to pay double

time for all hours worked over 60 in one week, adds Juneteenth as a paid holiday, implements earned paid leave, and makes other minor adjustments in the agreement between the parties.

This item must be read on two separate days. It received its first reading on July 11, 2022. Five affirmative votes are required for passage after public comment.

Order 26-22/23 Confirming the Maine Public Employees Retirement System Special Plan 3C for Certain Union Members of the Communications Employees Association - Sponsored by Danielle P. West , Interim City Manager

The Communications Employees Association negotiated agreement provided that the City would provide the Maine Public Employees Retirement System Special Benefit Plan 3C (the “Special Plan 3C”) to members of the Communications Employees Association, excluding the Fire Alarm Specialist and the Radio Systems Specialist positions. This order approves that change.

This item must be read on two separate days. It received its first reading on July 11, 2022. Staff is requesting that an amendment in the back up material be approved to change the start date of the plan, as well as other administrative details. Five votes are required to approve the amendment. Five affirmative votes are required for passage as amended after public comment.

Order 27-22/23 Increasing Tow Company Fees - Sponsored by the Sustainability & Transportation Committee, Councilor Zarro, Chair

At the June 8, 2022 Sustainability & Transportation Committee Meeting, the Committee voted 2-0 (Pelletier Absent) to recommend this item to the City Council. Staff is supportive of this item.

The City of Portland regulates the fees paid to tow companies/operators as they provide services in response to accidents and illegally parked vehicles, as well as assist in achieving snow ban compliance.

Representatives of the towing companies have requested that the tow fees be increased as a result of increased costs since the fees were last adjusted. Tow company fees in the City of Portland were last raised in November 2017.

The fees will increase to \$135 from \$100 per non-accident tows, \$150 from \$125 for accident tows, and \$150 from \$105 for tows of any vehicle with dual tires on the rear axle. Other fees are increased as listed on the order in the back-up material.

This item must be read on two separate days. It received its first reading on July 11, 2022. Five affirmative votes are required for passage after public comment.

ADJOURNMENT:

ZOOM INFORMATION:

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Webinar ID: 899 1147 3409

Passcode: 115765

PLEDGE OF ALLEGIANCE:

Mayor Snyder led all present in the Pledge of Allegiance.

ROLL CALL:

Mayor Snyder called the meeting to order at 4:00PM

City Councilors Present: Councilor Fournier (Via zoom), Councilor Ali, Councilor Zarro (Via zoom), Councilor Trevorrow, Councilor Pelletier, Mayor Snyder.

Councilors Absent: Councilor Rodriguez, Councilor Dion, Councilor Chong

Councilor Chong and Councilor Rodriguez arrived during announcements.

ANNOUNCEMENTS:

No announcements were made.

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Approval of the June 22, 2022 draft City Council Meeting minutes

Motion was made by Councilor Trevorrow and seconded by Councilor Pelletier for approval of the June 22, 2022 City Council Meeting Minutes.Passage 8-0-1 (Councilor Dion absent)

APPOINTMENTS:

Order 1-22/23 Appointing Members of the Ethics Committee - Sponsored by Kate Snyder, Mayor

Motion was made by Mayor Snyder and seconded by Councilor Ali for passage.

Passage 8-0-1 (Councilor Dion absent)

The Mayor opened the floor for public comment. The following individuals spoke: Ken Capron (Forest Avenue), George Rheault (Hanover Street)

Order 2-22/23 Confirming the Appointment of Amy R. McNally as Associate Corporation Counsel - Sponsored by Jen Thompson, Acting Corporation Counsel

Motion was made by Councilor Ali and seconded by Councilor Trevorrow for passage.

Passage 8-0-1 (Councilor Dion absent)

The Mayor opened the floor for public comment. The following individuals spoke: George Rheault (Hanover Street), Jen Thompson (Acting Corporation Counsel), Amy McNally (Applicant)

Order 3-22/23 Appointing Michael Murray Treasurer of the Executive Board of the Portland Technology Park Condominium Association - Sponsored by Danielle P. West, Interim City Manager

Motion was made by Councilor Ali and seconded by Councilor Chong for passage.

Passage 8-0-1 (Councilor Dion absent)

The Mayor opened the floor for public comment. The following individuals spoke: No one spoke.

Order 4-22/23 Appointing Ashley Rand as the Registrar of Voters for the Duration of Appointment as City Clerk - Sponsored by Danielle P. West, Interim City Manager

Motion was made by Councilor Ali and seconded by Councilor Rodriguez for passage.

Passage 8-0-1 (Councilor Dion absent)

The Mayor opened the floor for public comment. The following individuals spoke: No one spoke.

CONSENT ITEMS:

Order 5-22/23 Declaring August 12 to 14, 2022 the 96th Annual St. Peter's Bazaar and Italian Street Festival - Sponsored by Danielle P. West, Interim City Manager

Motion was made by Councilor Ali and seconded by Councilor Trevorrow for passage.

Passage 8-0-1 (Councilor Dion absent)

The Mayor opened the floor for public comment. The following individuals spoke: Councilor Ali, Councilor Trevorrow.

LICENSES:

Order 6-22/23 Granting Municipal Officers' Approval of Garden Concerts LLC, dba Portland House of Music. Application for Auditorium with Combined Entertainment and Outdoor Dining on Public and Private Property at 25 Temple Street - Sponsored by Danielle P. West, Interim City Manager

Motion was made by Councilor Chong and seconded by Mayor Snyder for passage.

Passage 8-0-1 (Councilor Dion absent)

The Mayor opened the floor for public comment. The following individuals spoke: No one spoke.

Order 7-22/23 Granting Municipal Officers' Approval of Bella Maine LLC, dba The Ugly Duckling. Application for Class I FSE with Outdoor Dining on Public Property at 246 Danforth Street - Sponsored by Danielle P. West, Interim City Manager

Motion was made by Councilor Ali and seconded by Councilor Chong for passage.

Passage 8-0-1 (Councilor Dion absent)

The Mayor opened the floor for public comment. The following individuals spoke: No one spoke.

Order 8-22/23 Granting Municipal Officers' Approval of Inn at Diamond Cove LLC, dba Inn at Diamond Cove. Application for Class 1A Inn (41+ rooms) with Outdoor Dining on Private Property at 22 McKinley Court - Sponsored by Danielle P. West, Interim City Manager

Motion was made by Councilor Chong and seconded by Councilor Ali for passage.

Passage 8-0-1 (Councilor Dion absent)

The Mayor opened the floor for public comment. The following individuals spoke: No one spoke.

Order 9-22/23 Granting Municipal Officers' Approval of Diamond's Edge LLC, dba Diamond's Edge Restaurant. Applications for Class 1 FSE with Combined Entertainment and Outdoor Dining on Private Property at 279 Diamond Avenue - Sponsored by Danielle P. West, Interim City Manager

Motion was made by Councilor Chong and seconded by Councilor Rodriguez for passage. Passage 8-0-1 (Councilor Dion absent)

The Mayor opened the floor for public comment. The following individuals spoke: No one spoke.

Order 10-22/23 Granting Municipal Officers' Approval of Allagash Brewing Company, dba Allagash Brewing Company. Application to expand Brewery/Winery/Distillery On Premise Consumption at 50 Industrial Way - Sponsored by Danielle P. West, Interim City Manager

Motion was made by Councilor Ali and seconded by Councilor Rodriguez for passage.

Passage 8-0-1 (Councilor Dion absent)

The Mayor opened the floor for public comment. The following individuals spoke: George Rheault (Hanover Street), Zack Lenhart (City of Portland Licensing & Housing Safety Manager)

Order 11-22/23 Granting Municipal Officers' Approval of Arcadia Gaming & Pizza Parlor LLC, dba Arcadia Pizza and Gaming. Application for Outdoor Dining on Public Property at 504 Congress Street - Sponsored by Danielle P. West, Interim City Manager

Motion was made by Councilor Ali and seconded by Councilor Rodriguez for passage.

Passage 6-0-1-2 (Councilor Dion absent, Councilor Pelletier & Councilor Fournier recused)

The Mayor opened the floor for public comment. The following individuals spoke: No one spoke.

Order 12-22/23 Granting Municipal Officers' Approval of Ronin Restaurant Group LLC, dba Mr. Tuna. Application for Outdoor Dining on Public Property at 28 Monument Square - Sponsored by Danielle P. West, Interim City Manager

Motion was made by Councilor Ali and seconded by Councilor Rodriguez for passage. Passage 8-0-1 (Councilor Dion absent)

The Mayor opened the floor for public comment. The following individuals spoke: No one spoke.

RESOLUTIONS:

Resolve 1-22/23 Supporting the Right to Abortion - Sponsored by Kate Snyder, Mayor

Motion was made by Mayor Snyder and seconded by Councilor Ali for passage. Passage 8-0-1 (Councilor Dion absent)

The Mayor opened the floor for public comment. The following individuals spoke: Ken Capron (Forest Avenue), Kelsey Riordan (Fore Street), Dave Aceto (Munjoy Hill), Councilor Pelletier, Councilor Fournier, Councilor Trevorrow, Councilor Chong.

UNFINISHED BUSINESS:

Resolve 15-21/22 Amending Council Rules for 2022 - Sponsored by Kate Snyder, Mayor

Point of order. This item was taken out of order. Item was voted on at the beginning of the meeting.

Motion was made by Mayor Snyder and seconded by Councilor Ali for passage. Passage 8-0-1 (Councilor Dion absent)

The Mayor opened the floor for public comment. The following individuals spoke: No one spoke.

5:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

Motion was made by Councilor Trevorrow and seconded by Councilor Ali to adjourn. Passage 8-0-1 (Councilor Dion absent) at 5:17pm.

A TRUE RECORD

Ashley Rand, City Clerk

ADJOURNMENT:

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Webinar ID: 899 1147 3409

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PLEDGE OF ALLEGIANCE:

Mayor Snyder led all present in the Pledge of Allegiance.

ROLL CALL:

Mayor Snyder called the meeting to order at 6:15pm.

City Councilors Present: Councilor Fournier (via zoom), Councilor Rodriguez, Councilor Dion, Councilor Ali, Councilor Zarro (via zoom), Councilor Trevorrow, Councilor Pelletier, Councilor Chong, Mayor Snyder.

Councilors Absent: None

5:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

Motion was made by Councilor Ali and seconded by Councilor Trevorrow to suspend council rules and not hold a second public comment for the second Special City Council meeting held on July 12, 2022.

The Mayor opened the floor for comment on the motion from City Council. The following individuals spoke: Councilor Fournier, Councilor Rodriguez, Jen Thompson (Acting Corporation Counsel), Daniel West (Interim City Manager), Councilor Chong, Councilor Ali, Councilor Zarro

Motion failed 0-9

The Mayor opened the floor for public comment: Ken Capron (Forest Avenue), George Rheault (Hanover Street)

COMMUNICATIONS:

Communication 1-22/23 Regarding the City of Portland's Memorandum of Understanding with Garbage to Garden - by Troy Moon, Sustainability Director

As a communication, this item requires no public comment or formal Council action.
Troy Moon (Sustainability Director) gave presentation.
The following City Councilors provided comment: Councilor Zarro, Councilor Chong, Councilor Rodriguez

Communication 2-22/23 Regarding a Policy on Unauthorized Campsites - by Danielle P. West, Interim City Manager

As a communication, this item requires no public comment or formal Council action.
Dena Libner (Chief of Staff) gave presentation.
The following City Councilors provided comment: Councilor Chong, Councilor Rodriguez

Communication 3-22/23 Regarding the Portland Police Department's Adoption of the Homeless Crisis Protocol - by Danielle P. West, Interim City Manager

As a communication, this item requires no public comment or formal Council action.
Chief Health Gorham (Police) gave presentation.
The following City Councilors provided comment: Councilor Chong, Councilor Fournier

Communication 4-22/23 Regarding the Final Report of the Charter Review Commission - By Danielle P. West, Interim City Manager

As a communication, this item requires no public comment or formal Council action.
Danielle West (Interim City Manager) & Michael Kebede (Charter Commission Chair) gave presentations.
The following City Councilors provided comment: Councilor Trevorow, Councilor Pelletier

RESOLUTIONS:

Resolve 2-22/23 Supporting the Greater Portland Council of Governments' Rapid Transit Study and Requesting a Full Evaluation of the Climate Impacts of the Proposed South Portland/Gorham Connector - Sponsored by the Sustainability & Transportation Committee, Councilor Andrew Zarro, Chair

Motion was made by Councilor Ali and seconded by Councilor Rodriguez for passage.
Passage 9-0.

The Mayor opened the floor for public comment. The following individuals spoke: Councilor Zarro, Troy Moon (Sustainability Director), Allen Armstrong (Spruce Street), Christian MilNeil (GPCOG Advisory Committee), Teka Douglas (East End), George Rheault (Hanover Street), Peter Mills (Maine Turnpike Authority), Eric Freeman (East Bayside), Katherine Buxton (District 4), Ken Kapron (Forest Avenue), Lucas Ankhartz (Brighton Avenue), Councilor Chong, Troy Moon (Sustainability Director), Bruce Hyman (Transportation Program Manager), Councilor Pelletier, Councilor Fournier, Councilor Trevorow, Mayor Snyder

Written Public Comment on Resolve 2-22/23

ORDERS:

Order 13-22/23 Approving an Agreement with Baker Tilley US, LLP for Phase 1 of a City Manager Search - Sponsored by the City Manager Search Committee, Mayor Kate Snyder, Chair

Motion was made by Councilor Ali and seconded by Mayor Snyder for passage. Passage 9-0.

The Mayor opened the floor for public comment. The following individuals spoke: Mayor Snyder, Councilor Ali

Order 14-22/23 Approving the Agreement between the Maine Department of Transportation and Portland Re: Portland Transportation Center/Fore River Parkway Trail Pathway Design - Sponsored by Danielle P. West, Interim City Manager.

Motion was made by Councilor Ali and seconded by Councilor Rodriguez for passage. Passage 9-0.

The Mayor opened the floor for public comment. The following individuals spoke: George Rheault (Hanover Street), Ken Kapron (Forest Avenue), Councilor Chong

Written Public Comment on Order 14-22/23

Order 15-22/23 Authorizing Assignment of Tax Increment Financing Credit Enhancement Agreement Held by Atlantic Bayside Trust LLC to Portland MOB Partners LLC - Sponsored by Danielle P. West, Interim City Manager

Motion was made by Councilor Chong and seconded by Councilor Rodriguez for passage. Passage 8-0-1 (Councilor Dion absent).

The Mayor opened the floor for public comment. The following individuals spoke: Jeff Atlantic (Bayside Trust)

Order 16-22/23 Amending the Municipal Development Program for the Front Street Housing Redevelopment Affordable Housing Development District - Sponsored by Danielle P. West, Interim City Manager

Motion was made by Councilor Ali and seconded by Councilor Chong for passage. Passage 9-0.

The Mayor opened the floor for public comment. The following individuals spoke: Councilor Chong, Jay Waterman (Portland Housing Authority)

Order 17-22/23 Amending the Credit Enhancement Agreement for Phase 1 of the Front Street Housing Redevelopment with Front Street Housing Redevelopment, LP - Sponsored by Danielle P. West, Interim City Manager

Motion was made by Councilor Ali and seconded by Councilor Chong for passage. Passage 9-0.

The Mayor opened the floor for public comment. The following individuals spoke: No one spoke.

Order 18-22/23 Approving the Credit Enhancement Agreement for Phase 2 of the Front Street Housing Redevelopment with Front Street Housing Redevelopment Phase Two, LP - Sponsored by Danielle P. West, Interim City Manager

Motion was made by Councilor Ali and seconded by Councilor Rodriguez for passage. Passage 9-0.

The Mayor opened the floor for public comment. The following individuals spoke: No one spoke.

Order 19-22/23 Setting a Public Hearing on Citizen Initiative Amendment Number 1 to Portland City Code Re: An Act to Regulate Short-Term Rentals - Sponsored by Ashley Rand, City Clerk

Motion was made by Councilor Ali and seconded by Councilor Rodriguez for passage. Passage 9-0.

The Mayor opened the floor for Council comment. The following individuals spoke: No one spoke.

Order 20-22/23 Setting a Public Hearing on Citizen Initiative Amendment Number 2 to Portland City Code Re: An Act to Reduce the Number of Short-Term Rentals - Sponsored by Ashley Rand, City Clerk

Motion was made by Councilor Ali and seconded by Councilor Rodriguez for passage. Passage 9-0.

The Mayor opened the floor for Council comment. The following individuals spoke: No one spoke.

Order 21-22/23 Setting a Public Hearing on Citizen Initiative Amendment Number 3 to Portland City Code Re: An Act to Protect Tenants - Sponsored by Ashley Rand, City Clerk

Motion was made by Councilor Ali and seconded by Councilor Rodriguez for passage. Passage 9-0.

The Mayor opened the floor for Council comment. The following individuals spoke: No one spoke.

Order 22-22/23 Setting a Public Hearing on Citizen Initiative Amendment Number 4 to Portland City Code Re: An Act to Eliminate the Sub-Minimum Wage - Sponsored by Ashley Rand, City Clerk

Motion was made by Councilor Rodriguez and seconded by Councilor Ali for passage. Passage 9-0.

The Mayor opened the floor for Council comment. The following individuals spoke: No one spoke.

Order 23-22/23 Setting a Public Hearing on Citizen Initiative Amendment Number 5 to Portland City Code Re: An Act to Restrict Cruise Ships - Sponsored by Ashley Rand, City Clerk

Motion was made by Councilor Rodriguez and seconded by Councilor Ali for passage. Passage 9-0.

The Mayor opened the floor for Council comment. The following individuals spoke: No one spoke.

Order 24-22/23 Approving the Contract between the City of Portland and the City Employees Benefit Association - Sponsored by Danielle P. West, Interim City Manager

This is its first reading.

Order 25-22/23 Approving the Collective Bargaining Agreement with the Communications Employees Association – Sponsored by Danielle P. West, Interim City Manager

This is its first reading.

Order 26-22/23 Confirming the Maine Public Employees Retirement System Special Plan 3C for Certain Union Members of the Communications Employees Association - Sponsored by Danielle P. West , Interim City Manager

This is its first reading.

Order 27-22/23 Increasing Tow Company Fees - Sponsored by Danielle P. West, Interim City Manager

This is its first reading.

ADJOURNMENT:

Motion was made by Councilor Ali and seconded by Councilor Fournier to adjourn. Passage 9-0 at 8:21PM.

A TRUE RECORD

Ashley Rand, City Clerk

MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 6, 2022

SUBJECT: Order 28-22/33 Appointing Andy Martin Constable for the Parking Division -
Sponsored by Danielle P. West, Interim City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or
up to three (3) members of the Council shall sponsor any orders or other items. If
sponsored by a Council Committee, please include the date the committee met and
the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: No

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

This appointment of Andy Martin as a constable, allowing him to issue court summons for contested parking tickets, is effective from the effective date of this order until 12:00 midnight, December 31, 2022, and is made pursuant to Portland City Code, Sections 2019 and 2019.5. Constables are not allowed to carry a firearm, concealed or unconcealed, in the performance of duties, or to make arrests.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Constable Appointment for Andy Martin 8.8.2022

Prepared by:

Date: 07/06/2022

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

**ORDER APPOINTING
ANDY MARTIN CONSTABLE FOR THE PARKING DIVISION**

ORDERED, that Andy Martin of the Parking Division is hereby appointed constable for the 2022 calendar year; and

BE IT FURTHER ORDERED, that this appointment shall be effective from the effective date of this order until 12:00 midnight, December 31, 2022; and

BE IT FURTHER ORDERED, that this appointment is pursuant to Sections 20-19 and 20-19.5, Portland City Code, and this constable is not allowed to carry a firearm, concealed or unconcealed, in the performance of duties, or to make arrests.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 26, 2022

SUBJECT: Order 29-22/23 Appointing Dena Libner to the Board of Directors of EcoMaine - Sponsored by Kate Snyder, Mayor

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: no

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

This order appoints Chief of Staff Dena Libner to the Board of EcoMaine, which accepts City of Portland solid waste for its electricity-generating incinerator and sorts recyclable material for reuse. The Board is made up of 20 municipal representatives who are members and owners of the enterprise, which is also supported by associate members and contract members.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Appointing Dena Libner to the EcoMaine Board of Directors 8.8.2022

Prepared by:

Date: 07/26/2022

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

**ORDER APPOINTING DENA LIBNER TO THE
BOARD OF DIRECTORS OF ECOMAINE**

ORDERED, that Dena Libner is hereby appointed to the Board of Directors of EcoMaine for the remainder of 2022.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 20, 2022

SUBJECT: Order 30-22/23 Granting Municipal Officers' Approval of Bar Harbor Lobster Co., dba The Clam Bar. Application for Class I FSE with Outdoor Dining on Private Property at 199 W Commercial Street - Sponsored by Danielle P. West, Interim City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: no

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 7/10/22. New City and State applications. Location was previously Benny's Fried Clams.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2022.08.08_Clam Bar
2. Clam Bar_Council Packet

Prepared by:

Date: 07/20/2022

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF
PORTLAND**
IN THE CITY COUNCIL

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

**ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:**

Bar Harbor Lobster Co., dba The Clam Bar. Application for Class I FSE with Outdoor Dining on Private Property at 199 W Commercial Street

Mayor Snyder
Members of the City of Portland Council

Thanks for your consideration,

This is a letter of intent for Bar Harbor Lobster Co. DBA the Clam Bar to apply for a liquor license within the city of Portland and to operate a responsible alcohol service program at 199 W Commercial St.

Thanks,

A handwritten signature in black ink, appearing to read "Garrett Fitzgerald". The signature is fluid and cursive, with a large loop at the end.

4.14.2022.

Garrett Fitzgerald
Bar Harbor Lobster Co.
Clam Bar Portland



CITY OF PORTLAND
Permitting and Inspections Department
Application for Food Service Establishment with Alcoholic Beverages License

Business Information	
Establishment Name (d/b/a):	Bar Harbor Lobster Co. DBA: THE CLAM BAR
Location Address:	199 W Commercial St Portland ME 04102
If new, what was formerly at this location:	BENNY'S FRIED CLAMS
Mailing Address:	52 Riverview St, Portland, ME 04102
Contact Person:	Garrett FitzGerald
Contact Person Email:	GJKFITZ@GMAIL.COM
Manager of Establishment:	GARRETT FITZGERALD
Owner of Premises (Landlord):	JB BROWN & SONS
Address of Premises Owner (Landlord):	10 FREE ST. SUITE 100, PORTLAND ME 04101

Sole Proprietor/Partnership Information (If Corporation, leave blank)

Name of Owner(s)	Date of Birth	Residence Address

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)

Corporate Name		Corporate Mailing Address	
Bar Harbor Lobster Co.		52 Riverview St, Portland, ME 04102	
Contact Person:	GARRETT FITZGERALD	Phone:	207-266-3825
Principal Officers	Title	Date of Birth	Residence Address
GARRETT FITZGERALD	OWNER	04/09/77	52 Riverview St, Portland, ME 04102
Class of Liquor License:		RESTAURANT CLASS 1	

389 Congress Street, Room 307 • Portland, Maine 04101 • 207-874-8557
 bl@portlandmaine.gov • www.portlandmaine.gov



CITY OF PORTLAND
Permitting and Inspections Department

Type of food served:	AMERICAN / SEAFOOD		
Please circle all that will be served:	Beer	Wine	Liquor
Projected percentage of sales:	Generated from Food: 80	Generated from Alcohol: 20	
Hours & days of operation:	DAILY 11AM - 11PM		

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	☒ Y ☐ N
If No, please explain:	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	☐ Y ☒ N
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	☐ Y ☒ N
Will you permit dancing after 1:00 a.m.?	☐ Y ☒ N
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	☐ Y ☒ N
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).	PRIVATE
Will you have any amusement devices (pinball, video games, juke box)?	☐ Y ☒ N
If yes, please list: # of amusements: _____ # of pool tables: _____	
What is your targeted opening date?	6/15/22
Does the issuance of this license directly or indirectly benefit any City employee(s)?	☐ Y ☒ N
If Yes, list name(s) of employee(s) and department(s):	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	☐ Y ☒ N
If Yes, please list business name(s) and location(s):	
PORTLAND & ROCHESTER PUB, ROYALE LUNCH BAR	
Is any principal officer under the age of 21?	☐ Y ☒ N
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	☐ Y ☒ N
If Yes, please explain:	

I GARRETT FITZGERALD do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Signature  Title OWNER Date 4.14.2022

END OF
ALCOHOL
PERMIT
AREA

STANDARD
DECKING w/ 36" RAIL
w/ 1" SPINDLE

COMMUNITY
TABLE w/ BASKETBALLS

WC

WC

DECK
STACK

BAR
STOPS

SEATING
PAVILION

WHISKY
BARRELS

KITCHEN
DRY STORAGE

BAR

DECK
w/ SEATING

ADA
RAMP

BEER
GARDEN

6 PICNIC
TABLES

PATH
TO
V.A.

NEW PARALLEL
PARKING

COMMERCIAL ST.

ALL ALCOHOL STORED IN
DECK STACK + DRY STORAGE LOCKED

BEER GARDEN HAS PARTITION + "NO ALCOHOL BEYOND THIS POINT" SIGNS
2200 sq ft seating OUTDOOR AREA

CLAM BAR MENU

Fried Clams
Steamers
Cherrystones
Oysters
Chowder
Chips n Dips
Calamari
Chop Salad

Rolls - Lobster, Crab, Clam, Oyster
Deluxe burger
Brisket tacos

Lobster dinners

Draft Beer
Bottles / Cans Beer
Wine
House Cocktails



CITY OF PORTLAND
Permitting and Inspections Department
Outdoor Dining Permit on Private Property
Supplemental Application

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Liquor License

☐ Outdoor Dining on Private Property \$125.00	☒ Legal Advertisement Deposit \$100.00
--	--

Business Information			
Business Name (d/b/a):	BAR HARBOR LOBSTER CO. DBA Clam Bar	Phone:	207-266-3825
Location Address:	199 W Commercial St Portland ME 04102		Zip:
Mailing Address:	52 Riverview St, Portland, ME 04102		Zip:
Contact Person:	Garrett FitzGerald	Phone:	2072663825
Contact Person Email:	GJKFITZ@GMAIL.COM		
Manager of Establishment:	GARRETT FITZGERALD	Date of Birth:	04/09/77
		Phone:	207-266-3825
Owner of Premises (Landlord):	JB BROWN & SONS		
Address of Premises Owner:	10 FREE ST. SUITE 100, PORTLAND ME 04101		Zip:

Owner Information

Corporate Name		Corporate Mailing Address																					
Bar Harbor Lobster Co.		52 Riverview St, Portland, ME 04102																					
		Zip:																					
Contact Person:	GARRETT FITZGERALD	Phone:	207-266-3825																				
<table border="1" style="width:100%"> <tr> <th style="width:30%">Principal Officers</th> <th style="width:15%">Title</th> <th style="width:15%">Date of Birth</th> <th style="width:40%">Residence Address</th> </tr> <tr> <td>GARRETT FITZGERALD</td> <td>OWNER</td> <td>04/09/77</td> <td>52 Riverview St, Portland, ME 04102</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>				Principal Officers	Title	Date of Birth	Residence Address	GARRETT FITZGERALD	OWNER	04/09/77	52 Riverview St, Portland, ME 04102												
Principal Officers	Title	Date of Birth	Residence Address																				
GARRETT FITZGERALD	OWNER	04/09/77	52 Riverview St, Portland, ME 04102																				



Zachary Lenhart <zlenhart@portlandmaine.gov>

Clam Bar - 199 W Commercial

Eric Nevins <erich@portlandmaine.gov>

Sat, Jul 16, 2022 at 5:52 PM

To: Zachary Lenhart <zlenhart@portlandmaine.gov>

Approved.

[Quoted text hidden]

--

Eric Nevins

Lieutenant

Portland Police Department

(207) 874-8513



Zachary Lenhert <zlenhert@portlandmaine.gov>

Clam Bar - 199 W Commercial

Zoning <zoning@portlandmaine.gov>

Mon, Jul 18, 2022 at 8:32 AM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zachary Lenhert <zlenhert@portlandmaine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Eric Nevins <erickn@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>

199 W Commercial is zoned for both bar and restaurant (zone B5-b). Currently the legal use for this property is restaurant. This meets the Zoning requirements.

Thank you,

Mac

Mac Coldwell

City of Portland
Zoning Specialist
Permitting & Inspections Department
389 Congress ST, Room #315
Email: mcoldwell@portlandmaine.gov
he/him

[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on August 8, 2022 at 4:00 P.M., virtually Bar Harbor Lobster Co., dba The Clam Bar. Application for Class I FSE with Outdoor Dining on Private Property at 199 W Commercial Street - Sponsored by Danielle P. West, Interim City Manager



CITY OF PORTLAND
Permitting and Inspections Department

July 22, 2022

Bar Harbor Lobster Co.
52 Riverview Street
Portland, ME 04102

Re: Bar Harbor Lobster Co., dba The Clam Bar. Application for Class I FSE with Outdoor Dining on Private Property at 199 W Commercial Street

Dear Bar Harbor Lobster Co.:

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday August 8, 2022 at 4:00 p.m.**, for the review of application for Class I FSE with Outdoor Dining on Private Property at 199 W Commercial Street. The meeting will take place in person and virtually. The link can be found on the Meeting Agenda which will be posted on the City Website on August 5, 2022.

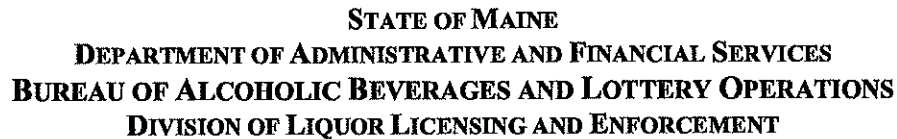
You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or at bl@portlandmaine.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Z Lenhert".

Zachary J. Lenhert
Licensing and Housing Safety Manager



All Questions Must Be Answered Completely. Please print legibly.

**Section I: Licensee/Applicant(s) Information;
Type of License and Status**

1. New license or renewal of existing license? ☒ New Expected Start date: JULY 1, 2022
☐ Renewal Expiration Date: _____

Food: 350,000 Beer, Wine or Spirits: 150,000 Guest Rooms: N/A

☒ Malt Liquor (beer) ☒ Wine ☒ Spirits

4. Indicate the type of license applying for: (choose only one)

- | | | |
|--|--|---|
| ☒ Restaurant
(Class I, II, III, IV) | ☐ Class A Restaurant/Lounge
(Class XI) | ☐ Class A Lounge
(Class X) |
| ☐ Hotel
(Class I, II, III, IV) | ☐ Hotel – Food Optional
(Class I-A) | ☐ Bed & Breakfast
(Class V) |
| ☐ Golf Course (included optional licenses, please check if apply)
(Class I, II, III, IV) | ☐ Auxiliary | ☐ Mobile Cart |
| ☐ Tavern
(Class IV) | ☐ Other: _____ | |
| ☐ Qualified Caterer | ☐ Self-Sponsored Events (Qualified Caterers Only) | |

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

52 Riverview St, Portland, ME 04102

6. Is the licensee/applicant(s) citizens of the United States? ☒ Yes ☐ No

7. Is the licensee/applicant(s) a resident of the State of Maine? ☒ Yes ☐ No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

☒ Yes ☐ No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

☐ Yes ☒ No

☐ Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

☐ Yes ☒ No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? ☒ Yes ☐ No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address
Bar Harbor Lobster Co.	CAR-2015-5126	297 Main St. Bar Harbor, ME 04609

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
GARRETT FITZGERALD	04/09/77	CANADA

Residence address on all the above for previous 5 years

Name	Address:
GARRETT FITZGERALD	52 RIVERVIEW ST PORTLAND ME
Name	Address:
	04102
Name	Address:
Name	Address:

13. Will any law enforcement officer directly benefit financially from this license, if issued?

☐ Yes ☒ No

If Yes, provide name of law enforcement officer and department where employed:

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? ☒ Yes ☐ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: GARRETT FITZGERALD Date of Conviction: 02/26/2011

Offense: OUI Location: HANCOCK COUNTY

Disposition: GUILTY

16. Has the licensee/applicant(s) formerly held a Maine liquor license? ☒ Yes ☐ No

17. Does the licensee/applicant(s) own the premises? ☐ Yes ☒ No

If No, please provide the name and address of the owner:

JB BROWN & SONS 10 FREE ST. SUITE 100, PORTLAND ME 04101

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: _____

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

SEE ATTACHED

20. What is the distance from the premises to the nearest school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: WAYNFLETE

Distance: HALF MILE

Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: 9-19-2022



Signature of Duly Authorized Person

GARRETT FITZGERALD

Printed Name Duly Authorized Person

Signature of Duly Authorized Person

Printed Name of Duly Authorized Person

Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

THE

- ☐ **Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine's liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located.

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant.

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime;

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control;

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;

D-1. Failure to obtain, or comply with the provisions of, a permit for music, dancing or entertainment required by a municipality or, in the case of an unincorporated place, the county commissioners;

E. A violation of any provision of this Title;

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages.

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. Repealed

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause.

4. Repealed

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

Section IV: Terms and Conditions of Licensure as an Establishment that sells liquor for on-premises consumption in Maine

- The licensee/applicant(s) agrees to be bound by and comply with the laws, rules and instructions promulgated by the Bureau.
- The licensee/applicant(s) agrees to maintain accurate records related to an on-premise license as required by the law, rules and instructions promulgated or issued by the Bureau if a license is issued as a result of this application.
 - The licensee/applicant(s) authorizes the Bureau to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also any books, records and returns during the year in which any liquor license is in effect.
- Any change in the licensee's/applicant's licensed premises as defined in this application must be approved by the Bureau in advance.
- All new applicants must apply to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for its Retail Beverage Alcohol Dealers permit. See the TTB's website at <https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers> for more information.

Section V: Fee Schedule

Filing fee required. In addition to the license fees listed below, a filing fee of \$10.00 must be included with all applications.

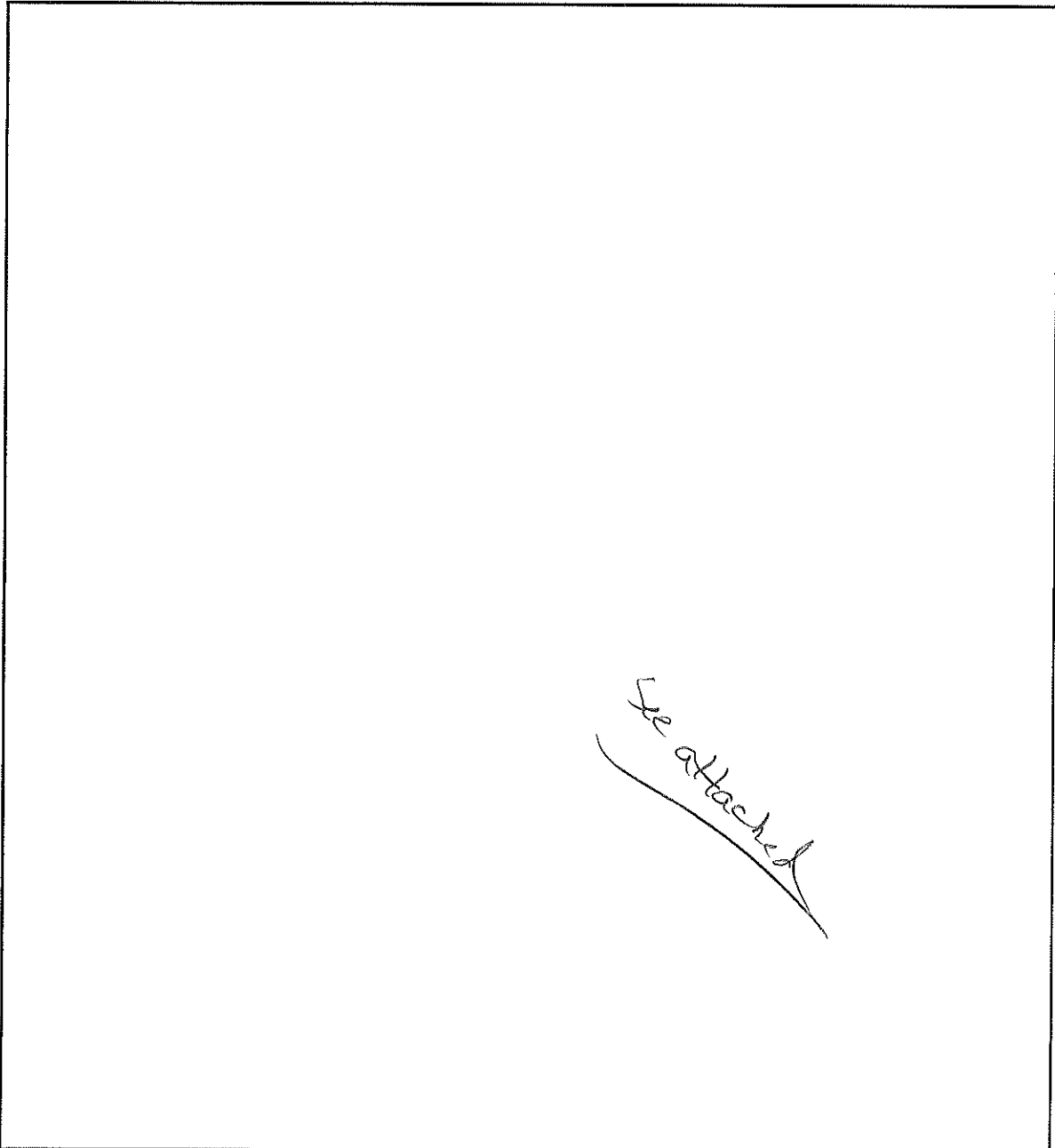
Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together with the application.

<u>Class of License</u>	<u>Type of liquor/Establishments included</u>	<u>Fee</u>
Class I	For the sale of liquor (malt liquor, wine and spirits) This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers	\$ 900.00
Class I-A	For the sale of liquor (malt liquor, wine and spirits) This class includes only hotels that do not serve three meals a day.	\$1,100.00
Class II	For the Sale of Spirits Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; and Vessels.	\$ 550.00
Class III	For the Sale of Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class IV	For the Sale of Malt Liquor Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class III and IV	For the Sale of Malt Liquor and Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 440.00
Class V	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Club without catering privileges.	\$ 495.00
Class X	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Class A Lounge	\$2,200.00
Class XI	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Restaurant Lounge	\$1,500.00

Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.



Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

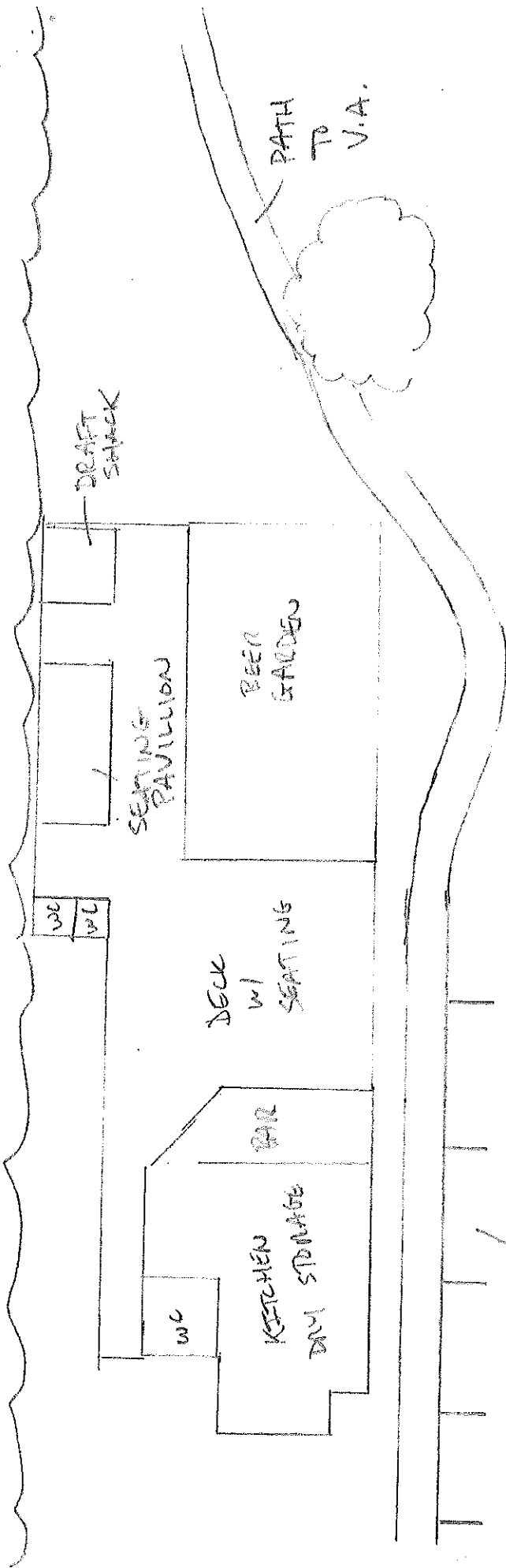
All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: BAR HARBOR LOBSTER COMPANY
2. Doing Business As, if any: THE CLAM BAR
3. Date of filing with Secretary of State: 04/24/2012 State in which you are formed: ME
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
GARRETT FITZGERALD	52 Riverview St, Portland, ME 04102	04/09/77	OWNER	100

(Ownership in non-publicly traded companies must add up to 100%.)



COMMERCIAL ST.

NEW PARALLEL
PARKING

ALL ALCOHOL STORED IN
DRAFT SHACK + DRY STORAGE LOCKED

BEER GARDEN HAS PARTITION + "NO ALCOHOL BEYOND THIS POINT" SIGNS

MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 20, 2022

SUBJECT: Order 31-22/23 Granting Municipal Officers' Approval of Stars and Stripes Brewing LLC, dba Stars and Stripes Brewing. Application for Combined Entertainment at 3 Spring Street - Sponsored by Danielle P. West, Interim City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: no

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 7/19/22. New City application. Establishment currently holds Class III & IV FSE.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2022.08.08_Stars and Stripes

2. Stars and Stripes_Council Packet

Prepared by:

Date: 07/20/2022

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF
PORTLAND**
IN THE CITY COUNCIL

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

**ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:**

**Stars and Stripes Brewing LLC, dba Stars and Stripes Brewing. Application for Combined
Entertainment at 3 Spring Street**



LETTER OF INTENT: City of Portland

Date: July 6, 2022

From: Bruce "Brad" Nadeau III, Owner
Stars & Stripes Brewing Company
23 Wilson Road, Cumberland Maine 04021

To: Major Kate Snyder, and Members of the City Council

Re: Letter of Intent for Entertainment Application for 3 Spring Street

This letter sets forth the desire for Stars & Stripes Brewing Company to be considered for an Entertainment License for our patrons to enjoy light live music.

Stars & Stripes Brewing Company is dedicated to honoring those who put their lives at risk, and their country and community first. We donate a percent of all proceeds to veteran organizations. Our patrons enjoy that the value of their dollar goes beyond the Pint. Our motto is "Enjoy your beer, that's an order." Live music will provide an opportunity to make a bigger impact on our community.

Thank you for your consideration!

Please find enclosed:

- City Application for Entertainment
- Premises Diagram
- Sound Mitigation Plan
- Payment via Online Portal

Please reach out to me for any questions or thoughts,

Bruce Nadeau

A handwritten signature in cursive script that reads "Bruce Nadeau".

U.S. Marine Corps Sgt, 1999-2003, Veteran

207-274-3866

StarsStripesBrewing@gmail

StarsStripesBrewing.com



CITY OF PORTLAND
Permitting and Inspections Department

Application for an Entertainment License

☐ Indoor Entertainment \$500.00		☐ Outdoor Entertainment \$700.00		☒ Combined Entertainment \$800.00	
☒ Sound Mitigation Fee \$150.00					
Business Information					
Establishment Name (d/b/a):		STARS & STRIPES BREWING		Phone:	207-274-3866
Location Address:		3 SPRING STREET		Zip:	04101
Owner Name:		BRUCE NADDEAN		Phone:	207-274-3866
Owner Email:		StarsStripesBrewing@gmail.com			
Contact Person responsible for Entertainment:		Bruce Naddean		Phone:	" "
Contact Person Email:		"			
Manager of Establishment:		Leslie Osborne		Phone:	
Manager Email:		Leslie@StarsStripesBrewing.com			

About Your Establishment

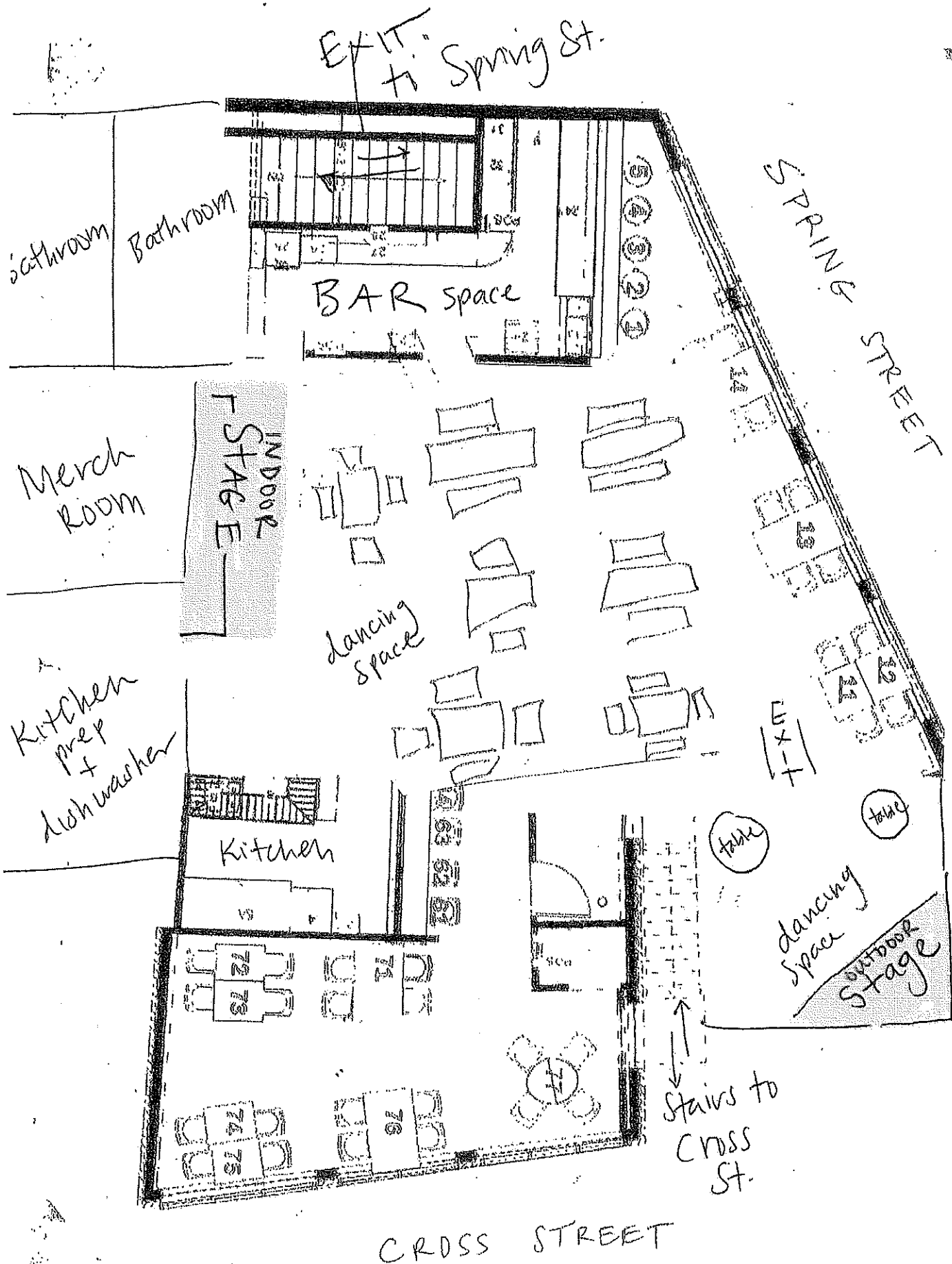
Describe in detail the type and nature of the business and proposed entertainment:

Live music indoors + outdoors

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above license and further agrees that any misstatement of material fact may result in refusal of license or revocation, if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

Signature Bruce Naddean Title Owner Date 7/7/2022

For more information, refer to the City Code of Ordinance: Chapter 4 Amusements, at www.portlandmaine.gov





SOUND MITIGATION PLAN

City of Portland

3 Spring Street, Portland Maine 04101

Prepared by: Eric Mauriello, Professional Sound Engineer at EMB Productions

Details of Methods Used to Minimize the Impact on Entertainment on the Surrounding Uses:

- Live Music would take place in the timeframe of Noon-9PM on weekends, and during 5PM-9PM weekdays
- Musical acts would be mostly solo acts (guitar and vocals), with some duo/trio acts

Speaker Locations and Directions:

- Speakers will be face toward the building (outside), and speakers will face the bar area (inside)

Sound System Details and Controls:

- A Decibel Sound Level Meter will be onsite to monitor sound levels
- There will be no drum kits

Stage and Site Layout and Direction:

- Inside: Music to face the bar space, music in the direction of patrons
- Outside: Music to face the building, music in the direction of patrons

Noise Cancelling or Mitigation Measures Proposed / Anticipated Sound Readings / Onsite Monitor 250+:

- A Decibel Sound Level Meter will be onsite to monitor sound levels
- Indoors: 8 feet from any outer wall and outdoors: property line and closest residence are taken into consideration
- We will always be mindful of our surrounding neighbors, courteous, and respectful.

Please reach out with any questions.

Eric Mauriello, Sound Engineer, EMB Productions

Sound Engineer, Musician, EMB Productions

917-856-0769 | embnyc@live.com

City of Portland

Sound Mitigation Review

Date: 7/25/2022

Business Stars and Stripes brewing

Applicant Bruce Nadeam

DESCRIPTION		yes	no
Sound system appropriate for the size venue			Yes
Performance space located in an appropriate location			Yes
Performance space facing in an appropriate direction to control sound			Yes
Surrounding surfaces appropriate to control sound			Yes
Additional sound absorbing features			
additional notes			
Approved			Yes
DIRECT ALL INQUIRIES TO:			
Kevin Schneck			
(207) 756-8433			
kschneck@portlandmaine.gov			



Zachary Lenhart <zlenhart@portlandmaine.gov>

Stars and Stripes

Glen McGary <glenm@portlandmaine.gov>

Tue, Jul 19, 2022 at 3:39 PM

To: Zachary Lenhart <zlenhart@portlandmaine.gov>

Cc: Benjamin Pearson <bnp@portlandmaine.gov>, Christina Stacey <cstacey@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Eric Nevins <erickn@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>, Kevin Schneck <kschneck@portlandmaine.gov>

PD Approves

[Quoted text hidden]

--

Lieutenant Glen McGary
Portland Police Department
109 Middle Street
Portland, Maine 04101
Office (207) 756-8294
Fax (207) 874-8580

Stars and Stripes

Matthew Coldwell <mcoldwell@portlandmaine.gov>

Thu, Jul 21, 2022 at 8:32 AM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zachary Lenhert <zlenhert@portlandmaine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Eric Nevins <erick@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>

This is in the B3 zone. Restaurant is a permitted use. The legal use of the space is restaurant. Ok with Zoning.

This is in the DEOZ and BL will need to make sure no other licenses are within 100'.

Mac

Mac Coldwell

City of Portland
Zoning Specialist
Permitting & Inspections Department
389 Congress ST, Room #315
Email: mcoldwell@portlandmaine.gov
he/him

[Quoted text hidden]



CITY OF PORTLAND
Permitting and Inspections Department

July 22, 2022

Stars and Stripes Brewing LLC
23 Wilson Rd
Cumberland, ME 04021

Re: Stars and Stripes Brewing LLC, dba Stars and Stripes Brewing. Application for Combined Entertainment at 3 Spring Street

Dear Stars and Stripes Brewing LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday August 8, 2022 at 4:00 p.m.**, for the review of application for Combined Entertainment at 3 Spring Street. The meeting will take place in person and virtually. The link can be found on the Meeting Agenda which will be posted on the City Website on August 5, 2022.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or at bl@portlandmaine.gov.

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on August 8, 2022 at 4:00 P.M., virtually Stars and Stripes Brewing LLC, dba Stars and Stripes Brewing. Application for Combined Entertainment at 3 Spring Street - Sponsored by Danielle P. West, Interim City Manager

MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 20, 2022

SUBJECT: Order 32-22/23 Granting Municipal Officers' Approval of Root Wild LLC, dba Root Wild. Application for Combined Entertainment at 135 Washington Avenue - Sponsored by Danielle P. West, Interim City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: no

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 6/30/22. New City application. Establishment currently holds Brewery/Winery/Distillery On-Premise Consumption.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2022.08.08_Root Wild

2. Root Wild_Council Packet

Prepared by:

Date: 07/20/2022

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF
PORTLAND**
IN THE CITY COUNCIL

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

**ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:**

**Root Wild LLC, dba Root Wild. Application for Combined Entertainment at 135
Washington Avenue**

ROOT WILD KOMBUCHA
135 WASHINGTON AVE
PORTLAND, ME 04101



INFO@ ROOTWILDKOMBUCHA.COM
Ph. 207.468.4554

To whom it may concern:

Root Wild Kombucha, located at 135 Washington Ave Portland Maine 04101, currently operates a successful brewery and tasting room. The business is seeking an entertainment license for indoor entertainment, which will consist of acoustic music and comedy.

Thank you in advance for your consideration.

Sincerely,

John R Paul
Member

Letter of Intent



CITY OF PORTLAND
Permitting and Inspections Department

100⁰⁰ - Legal Fee

Application for an Entertainment License

☒ Indoor Entertainment \$500.00	☐ Outdoor Entertainment \$700.00	☐ Combined Entertainment \$800.00
☒ Sound Mitigation Fee \$150.00		
Business Information		
Establishment Name (d/b/a):	Root Wild LLC	Phone: 207-303-9043
Location Address:	135 Washington Ave Portland, ME	Zip: 04101
Owner Name:	John Paul	Phone: 207-468-7554
Owner Email:	info@rootwildkombucha.com	
Contact Person responsible for Entertainment:	Reid Emmerich	Phone: 207-303-9043
Contact Person Email:	info@rootwildkombucha.com	
Manager of Establishment:	Reid Emmerich	Phone: Same as above
Manager Email:	Same as above	

About Your Establishment

Describe in detail the type and nature of the business and proposed entertainment:

Brewery with tasting room, light acoustic music played inside.

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above license and further agrees that any misstatement of material fact may result in refusal of license or revocation, if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

Signature [Signature] Title Member Date 6/29/2022

For more information, refer to the City Code of Ordinance: Chapter 4 Amusements, at www.portlandmaine.gov

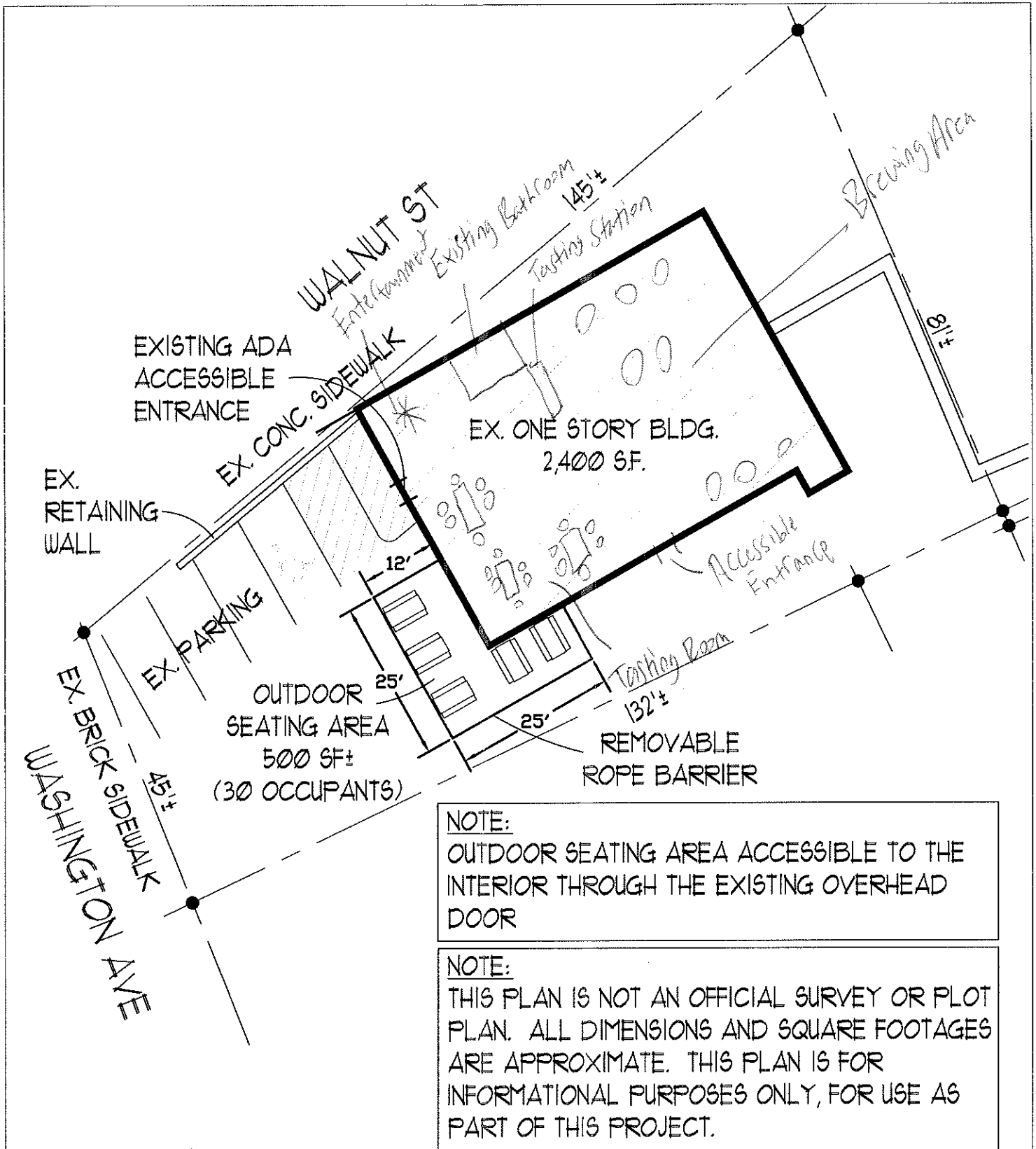
Sound Mitigation Plan for Root Wild Kombuchery

Sound System:

- **Portable Sound System, no installation**
- **Small 6 Channel Analog Mixer**
- **50 Watt Self Powered Speakers**

Sound Mitigation:

- **The sound system will be set up inside the building and pointed inside the building**
- **System will be monitored by event staff while in use**
- **The room in general is a small, calm gathering space as the business brews fermented tea. This is not an atmosphere that would promote loud music, the music will be light acoustic, to ensure that patrons can speak over the music and have conversations.**



 PORT CITY ARCHITECTURE	ROOT WILD	SITE PLAN LAYOUT			A2
	135 WASHINGTON AVE, PORTLAND, ME	Ref Dwg:	Scale: 1/8"=1'-0"	Issued : 9/17/18	
		Revised :			

City of Portland

Sound Mitigation Review

Date: 7/21/2022

Business Root Wild LLC

Applicant John Paul

DESCRIPTION		yes	no
Sound system appropriate for the size venue		Yes	
Performance space located in an appropriate location		Yes	
Performance space facing in an appropriate direction to control sound		Yes	
Surrounding surfaces appropriate to control sound		Yes	
Additional sound absorbing features			
additional notes			
Approved		Yes	
DIRECT ALL INQUIRIES TO:			
Kevin Schneck			
(207) 756-8433			
kschneck@portlandmaine.gov			



Zachary Lenhart <zlenhart@portlandmaine.gov>

Root Wild - 135 Washington Ave

Glen McGary <glenm@portlandmaine.gov>

Wed, Jul 13, 2022 at 5:16 PM

To: Treasury Division <treasury@portlandmaine.gov>

Cc: Benjamin Pearson <bnp@portlandmaine.gov>, Christina Stacey <cstacey@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Eric Nevins <erickn@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Kevin Schneck <kschneck@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Zachary Lenhart <zlenhart@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>

PD approves

[Quoted text hidden]

--

Lieutenant Glen McGary
Portland Police Department
109 Middle Street
Portland, Maine 04101
Office (207) 756-8294
Fax (207) 874-8580



Zachary Lenhert <zlenhert@portlandmaine.gov>

Root Wild - 135 Washington Ave

Zoning <zoning@portlandmaine.gov>

Thu, Jul 14, 2022 at 3:06 PM

To: Zoning <zoning@portlandmaine.gov>

Cc: Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Eric Nevins <ericn@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Kevin Schneck <kschneck@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Zachary Lenhert <zlenhert@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Glen McGary <glenm@portlandmaine.gov>

Zoning approves.

Thanks,
Jon

[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on August 8, 2022 at 4:00 P.M., virtually Root Wild LLC, dba Root Wild. Application for Combined Entertainment at 135 Washington Avenue - Sponsored by Danielle P. West, Interim City Manager



CITY OF PORTLAND
Permitting and Inspections Department

July 22, 2022

Root Wild LLC
135 Washington Street
Portland, ME 04101

Re: Root Wild LLC, dba Root Wild. Application for Combined Entertainment at 135 Washington Avenue

Dear Root Wild LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday August 8, 2022 at 4:00 p.m.**, for the review of application for Combined Entertainment at 135 Washington Avenue. The meeting will take place in person and virtually. The link can be found on the Meeting Agenda which will be posted on the City Website on August 5, 2022.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or at bl@portlandmaine.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Z Lenhert".

Zachary J. Lenhert
Licensing and Housing Safety Manager

MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 20, 2022

SUBJECT: Order 33-22/23 Granting Municipal Officers' Approval of Maine Charitable Mechanics Association, dba Mechanics Hall. Application for Indoor Entertainment at 519 Congress Street - Sponsored by Danielle P. West, Interim City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: no

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 6/23/22. New City application.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2022.08.08_Mechanics Hall
2. Mechanics Hall_Council Packet

Prepared by:

Date: 07/20/2022

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF
PORTLAND**
IN THE CITY COUNCIL

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

**ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:**

**Maine Charitable Mechanics Association, dba Mechanics Hall. Application for Indoor
Entertainment at 519 Congress Street**



Board of Directors

William Stauffer, Board President

Paul Stevens, Vice President

Suzette Bois, Treasurer

Ken Pierce, Secretary

Pamela Plumb, Past President

Sam Mateosian

Pamela Hawkes

Kris Kleva

Tuck Obrien

Chandra Leister

John Napolitano

Tom Haustalter

Richard Spencer

Hilary Bassett

Katherine Hickey

Annie Leahy

Executive Director

June 14, 2022

Mayor Kate Snyder
Members of the Portland City Council
Anna Trevorrow
Victoria Pelletier
Tae Y. Chong
Andrew Zarro
Mark Dion
Pious Ali
April Fournier
Roberto Rodriguez

Dear Mayor and Members of the Portland City Council

On behalf of the Maine Charitable Mechanics Association dba Mechanics Hall, I am pleased to submit this Letter of Intent to file an application for an Entertainment License for Mechanics Hall located at 519 Congress Street, Portland, Maine.

Please feel free to contact me with any questions.

Respectfully Yours

Annie Leahy,
Executive Director



CITY OF PORTLAND
Permitting and Inspections Department

Application for an Entertainment License

☒ Indoor Entertainment \$500.00 ☐ Outdoor Entertainment \$700.00 ☐ Combined ☒ Entertainment \$800.00			
Sound Mitigation Fee \$150.00 100.00 legal ad deposit			
Business Information			
Establishment Name (d/b/a):	Maine Charitable Mechanics Association dba Mechanics Hall	Phone:	
Location Address:	519 Congress Street, Portland, Maine 04101	207-773-8396	
Owner Name:	Maine Charitable Mechanic Association	Phone:	207-773-8396
Owner Email:	annieleahy@mainemechanics.org		917-544-9499
Contact Person responsible for Entertainment:	Lauren Stockless Administration & Events Coordinator	Phone:	
Contact Person Email:	laurenstockless@mainemechanics.org		207-773-8396
Manager of Establishment:	Annie Leahy, Executive Director Thomas Blackburn, Building manager	Phone:	917-544-9499 207-232-8134
Manager Email:	annieleahy@mainemechanics.org teb@mainemechanics.org		

About Your Establishment

Describe in detail the type and nature of the business and proposed entertainment:

Maine Charitable Mechanic Association Hall (Mechanics Hall) is a nonprofit organization founded in 1815 and owns Mechanics Hall, an historic venue in the center of the Portland's Arts District. The Hall contains an historic library (the 8th oldest membership library in the country), a grand ballroom, and a classroom. Mechanics Hall was established by the tradesman and craftsmen of Portland shortly after the war of 1812. The association offers relevant programming and events consistent with its mission of "diffusing useful knowledge" Typical events include weddings and other celebratory events, music performances, dance performances and lessons, theater, corporate retreats, and lectures.

The Hall has 3 venues available to rent. Our third floor ballroom a 3000+ sf multifunction room with period details and a 20 ft high ceiling with a caterer prep kitchen. A second floor 850 sf classroom for lecture, art openings and small events. And finally our second floor historic library with 780 sf of useable space often used for author talks, lectures, small events and cocktail parties.

The Hall also has 2 street level retail establishments Art Mart and Maine Crafts.

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above license and further agrees that any misstatement of material fact may result in refusal of license or revocation, if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

Signature  Title EXEC DIRECTOR Date 13 JUL 2022

For more information, refer to the City Code of Ordinance: Chapter 4 Amusements, at www.portlandmaine.gov

389 Congress Street, Room 307 • Portland, Maine 04101 • 207-874-8557
bl@portlandmaine.gov • www.portlandmaine.gov



Noah Cole
Stone Mountain Sound, LLC
PO Box 2534
South Portland, ME 04116
207-956-3048 // noah@stonemountainsound.com

May 28, 2022

Thomas Blackburn
Mechanics Hall
519 Congress St
Portland, ME 04101
207-232-8134
tom@mechanics-hall.com

Dear Thomas,

This letter serves as an assessment of the environmental impact of the planned uses of Mechanics Hall if an entertainment and/or liquor license were to be granted. I've looked over the details of the building and room, the planned uses of the space and the sound mitigation plan that you provided me and have included that information in my letter.

The space where events would be taking place is located on the third floor of a four-story building and is a relatively large space with 62' x 52' and 20' ceilings. You've noted that the walls are three feet thick and constructed from granite and brick, the roof is wooden, and the ceiling is plaster and lath. The north wall of the hall is solid brick, the east and west walls have three windows each and the south side contains the main stairwell, bathrooms and a kitchen. The second floor contains a library, classroom, boardroom and offices which belong to Mechanics Hall and the first floor is commercial space.

Thus far, the events primarily held in the hall have been classical music concerts and wedding ceremonies and receptions. Salsa and swing dance bands have also occasionally played in the hall. When a salsa band, swing band, wedding band or DJ is performing in the hall, the musicians are set up against the north wall. Rugs are used under and around the musicians to help absorb some of the sound.

The building itself is almost entirely a freestanding structure with only the first two floors of the east side of the building sharing a wall with 511 Congress Street. The fact that the event space itself does not directly share a wall with any residential structures makes sound mitigation much easier. While the first two floors do share a wall with a commercial space, the current tenant is a 24-hour gym. Given that the shared wall is brick and/or granite – and thus all but eliminating transmission of sound via sympathetic vibration – I do not anticipate any issues with the commercial space at 511 Congress Street.

The location of the stairwell, bathrooms and kitchen on the south side of the structure offer a significant sound barrier between the event space and Congress Street. I highly doubt that any sound from the hall

will carry two flights down the stairwell and out onto Congress Street, but should any sound still be audible when the exterior door is opened it will not be enough to disturb the surrounding buildings. The buildings across the street from the exterior door are Portland Media Center, Maine College of Art and CVS. I suspect that these will be minimally occupied – if at all – during the typical times that Mechanics Hall would be holding events, further reducing the likelihood of a complaint.

The windows on the east wall look over the top of the gym at 511 Congress Street and onto a courtyard surround by commercial spaces. The windows on the west wall face Casco Street and the apartments at 537 Congress Street. The apartments at 537 Congress Street would be the primary source of potential noise complaints.

I recommend the two windows furthest from Congress Street remain closed during events where salsa, swing, wedding bands or a DJ are performing. Although sound emanating from these windows is unlikely to be an issue, there is line-of-sight between the stage area and apartments in the adjacent building through the windows. If the third window must be opened during an event, staff should check the street level noise immediately on the start of the event or as soon as the window is opened. These proactive measures will help to ensure there are no noise complaints from 537 Congress Street.

While there is no fixed seating in the venue – and therefore events can be run in many different room configurations – events that include bands and DJs should always be set up on the north wall. Events of this nature should never be set up against the east wall as the sound system would be facing 537 Congress and should never be set up on the west wall as acoustic instruments and omnidirectional low frequency reproduction would be too close to the windows.

Mechanics Hall has a small, portable sound system for music playback during swing dance lessons and performances. In instances of hall rentals, the renter could bring in a temporary sound system. When a sound system is brought in for an event, Mechanics Hall staff should determine who is responsible for operating the sound system during the event. They should then relay city ordinance information to the operator and ask that the volume level of the event be as low as possible.

Since the capacity of the venue is 178, an on-site monitor during events is not required by city ordinance. It is highly recommended, however, that Mechanics Hall procure an SPL meter, train staff in its use and deploy it during salsa, swing, wedding bands or any event where instruments are amplified. Readings should be taken upon the start of such an event and should adhere to the process and limits as outlined in the noise ordinance as passed by the City of Portland.

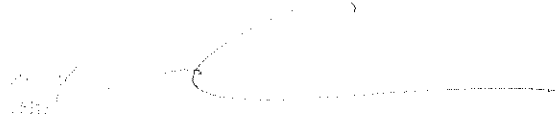
If there is a concern with the volume level of an event, Mechanics Hall staff should ask that the sound system volume and/or individual instrument amplifiers be turned down immediately. If the volume is still an issue after multiple warnings, Mechanics Hall staff should end the event early.

Given the type of events typically held in the space, I don't anticipate any events will exceed the city ordinance (85 dBA / 95 dBC) in any of the following areas:

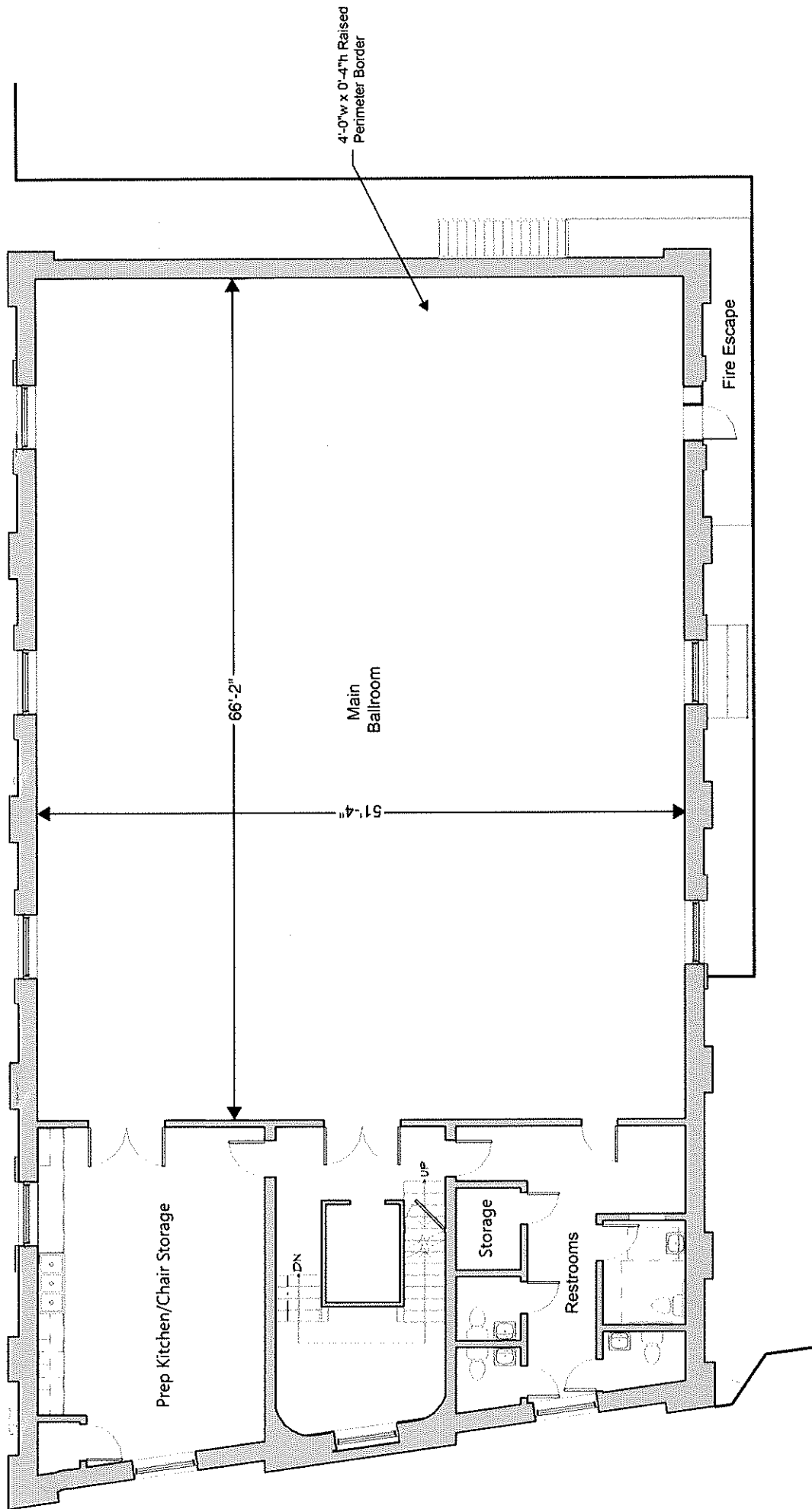
- The expected SPL measurement 8' from the front entrance to Mechanics Hall on Congress St. is 65 dBA
- The expected SPL measurement on the Mechanics Hall side of Casco St is expected to be 70 dBA
- The expected SPL measurement on the opposite side of Casco St is expected to be 70 dBA

Through proactively educating visiting sound system operators, careful placement of bands and sound systems and active monitoring of SPL levels, I highly doubt any noise complaints will arise from events held in Mechanics Hall.

Regards,

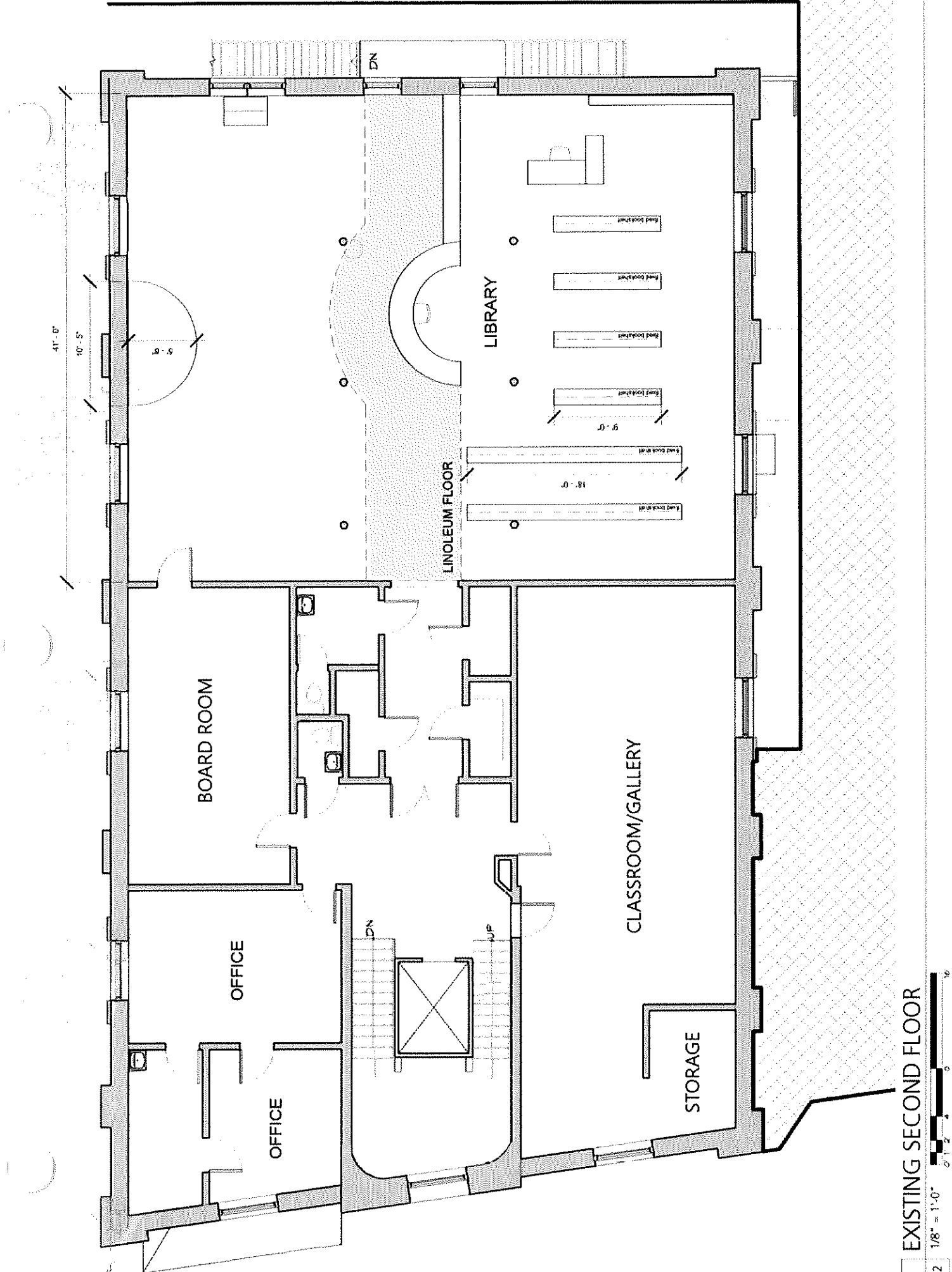
A handwritten signature in black ink, appearing to read "Noah Cole", with a long horizontal stroke extending to the right.

Noah Cole



Mechanics Hall Third Floor Plan
 1/8" = 1'-0"

Total Floor Area - 3,043 SF
 Net Floor Area (Less Perimeter) - 2,661 SF



City of Portland

Sound Mitigation Review

Date: 7/15/2022

Business Mechanics Hall

Applicant Annie Leahy

DESCRIPTION		yes	no
Sound system appropriate for the size venue		Yes	
Performance space located in an appropriate location		Yes	
Performance space facing in an appropriate direction to control sound		Yes	
Surrounding surfaces appropriate to control sound		Yes	
Additional sound absorbing features			
additional notes			
Approved		Yes	
DIRECT ALL INQUIRIES TO:			
Kevin Schneck			
(207) 756-8433			
kschneck@portlandmaine.gov			

Mechanics Hall - 519 Congress

Zoning <zoning@portlandmaine.gov>

Thu, Jul 14, 2022 at 11:21 AM

To: Zoning <zoning@portlandmaine.gov>

Cc: Glen McGary <glenm@portlandmaine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Eric Nevins <erickn@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Kevin Schneck <kschneck@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Zachary Lenhert <zlenhert@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>

Zoning has approved this with the following note,

An Entertainment License is a permitted use within the B-3 Zone. Permit 2014-02945, issued 02/03/2015, approved a change of use to community space, office, and private club library on the first and second floors and a community hall on the third floor.

Thanks,
Jon

[Quoted text hidden]

Mechanics Hall - 519 Congress

Glen McGary <glenm@portlandmaine.gov>

Wed, Jul 13, 2022 at 5:17 PM

To: Treasury Division <treasury@portlandmaine.gov>

Cc: Benjamin Pearson <bnp@portlandmaine.gov>, Christina Stacey <cstacey@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Eric Nevins <erickn@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Kevin Schneck <kschneck@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Ron Kelton <rkellon@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Zachary Lenhert <zlenhert@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>

PD Approves

[Quoted text hidden]

--

Lieutenant Glen McGary
Portland Police Department
109 Middle Street
Portland, Maine 04101
Office (207) 756-8294
Fax (207) 874-8580

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on August 8, 2022 at 4:00 P.M., virtually Maine Charitable Mechanics Association, dba Mechanics Hall. Application for Indoor Entertainment at 519 Congress Street - Sponsored by Danielle P. West, Interim City Manager



CITY OF PORTLAND
Permitting and Inspections Department

July 22, 2022

Maine Charitable Mechanics Association
519 Congress Street
Portland, ME 04101

Re: Maine Charitable Mechanics Association, dba Mechanics Hall. Application for Indoor Entertainment at 519 Congress Street

Dear Maine Charitable Mechanics Association:

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday August 8, 2022 at 4:00 p.m.**, for the review of application for Indoor Entertainment at 519 Congress Street. The meeting will take place in person and virtually. The link can be found on the Meeting Agenda which will be posted on the City Website on August 5, 2022.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or at bl@portlandmaine.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Z Lenhert".

Zachary J. Lenhert
Licensing and Housing Safety Manager

MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 20, 2022

SUBJECT: Order 34-22/23 Granting Municipal Officers' Approval of Downtown Lounge LLC, dba Downtown Lounge. Application for Class A Lounge at 606 Congress Street - Sponsored by Danielle P. West, Interim City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: no

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 7/18/22. New City and State applications. Establishment currently holds Class XI Restaurant/Lounge FSE.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2022.08.08_Downtown Lounge

2. Downtown Lounge_Council Packet

Prepared by:

Date: 07/20/2022

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF
PORTLAND**
IN THE CITY COUNCIL

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

**ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:**

**Downtown Lounge LLC, dba Downtown Lounge. Application for Class A Lounge at 606
Congress Street**

Downtown Lounge, LLC
606 Congress Street
Portland, Maine 04101

25 May 2022

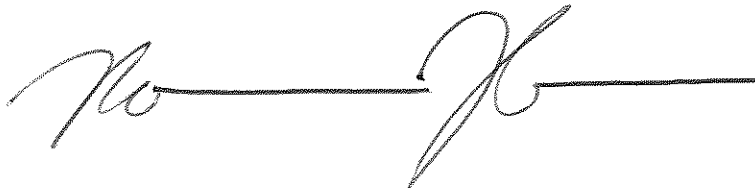
Mayor Kate Snyder
Members of the City Council
389 Congress Street
Portland, Maine 04101

Re: Letter of Intent

My name is Norman Jabar and my business is The Downtown Lounge at 606 Congress Street. In 2020 during the height of the Covid-19 pandemic, like many other businesses, I pivoted to a Class XI Restaurant and Lounge license so that I could survive an unprecedented shutdown of my industry. I am requesting a return to my original license category of Class A Lounge license which I have held for almost 25 years without incident. I have received all State Health licenses and have submitted a completed Liquor license to the City Clerk.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Norman Jabar', followed by a long horizontal line that ends in a stylized flourish.

Norman Jabar



CITY OF PORTLAND
Permitting and Inspections Department
Application for Food Service Establishment with Alcoholic Beverages License

Business Information					
Business Name (d/b/a):	DOWNTOWN LOUNGE	Phone:	773-1363		
Location Address:	606 CONGRESS ST.	Zip:	04101		
If new, what was formerly at this location:					
Mailing Address:	606 CONGRESS ST.	Zip:	04101		
Contact Person:	NORM JABAR	Phone:	749-2232		
Contact Person Email:	NORMJABAR@YAHOO.COM				
Manager of Establishment:	NORM JABAR	Date of Birth:	2/19/65	Phone:	749-2232
Owner of Premises (Landlord):	GEOFFRY RICE				
Address of Premises Owner:	657 CONGRESS ST.	Zip:	04101		

Sole Proprietor/Partnership Information (If Corporation, leave blank)

Name of Owner(s)	Date of Birth	Residence Address

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)

Corporate Name		Corporate Mailing Address	
DOWNTOWN LOUNGE		606 CONGRESS ST. Zip: 04101	
Contact Person:	NORM JABAR	Phone:	749-2232
Principal Officers	Title	Date of Birth	Residence Address
NORM JABAR	PROP.	2/19/65	6 WILLOW AVE
			00B, ME. 04064
Class of Liquor License:		CLASS A LOUNGE	



CITY OF PORTLAND
Permitting and Inspections Department

Type of food served:		
Please circle all that will be served:	Beer	Wine
Projected percentage of sales:	Generated from Food: 30	Generated from Alcohol: 70
Hours & days of operation:	MON - SAT 5PM - 1AM	
QUESTIONS		
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	Y/N	
If No, please explain:		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	Y/N	
If yes, give the distance:		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	Y/N	
Will you permit dancing after 1:00 a.m.?	Y/N	
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	Y/N	
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).		
Will you have any amusement devices (pinball, video games, juke box)?	Y/N	
If yes, please list: # of pinball machines: _____ # of amusements: 1 # of pool tables: _____		
What is your targeted opening date?	WE ARE CURRENTLY OPEN	
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	Y/N	
If Yes, list name(s) of employee(s) and department(s):		
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	Y/N	
If Yes, please list business name(s) and location(s):	NORMS BAR & GRILL 617 CONGRESS	
Is any principal officer under the age of 21?	Y/N	
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	Y/N	
If Yes, please explain:	I RECEIVED A DWI IN 2009	

I NORM JABAR do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

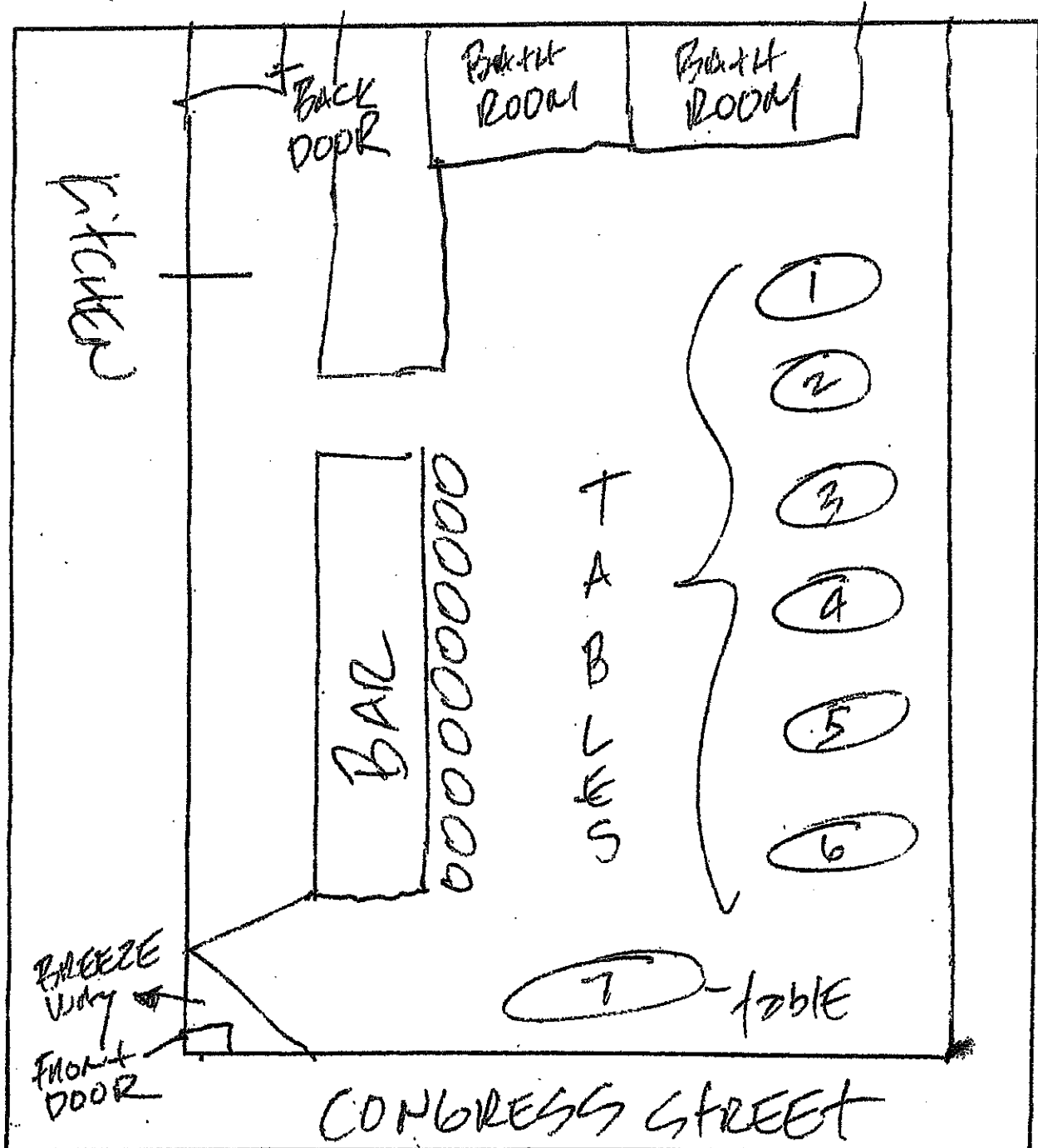
It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Signature [Signature] Title PROG. Date 8/22/22

Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.



MENU

SNACKS + SMALL PLATES

HUMMUS- housemade with carrots, celery + pita 12-

CHARCUTERIE- assorted meats, cheese, pickles + toast 14-

CHEESE PLATE- assorted cheese, fresh fruit + crackers 13-

MUFFULATA SANDWICH- Capicola, Salami, Mortadella,
Swiss cheese, olive relish 12-

BIG BOARD- hummus, assorted meats, assorted cheese+
pita, crackers, baguette 20-

FRENCH BREAD PIZZA- tomato sauce, mozzarella, 11-
pepperoni



Zachary Lenhert <zlenhert@portlandmaine.gov>

Downtown Lounge - 606 Congress

Matthew Coldwell <mcoldwell@portlandmaine.gov>

Mon, Jul 18, 2022 at 3:49 PM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zachary Lenhert <zlenhert@portlandmaine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Eric Nevins <ericn@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>

606 Congress is in the B3 zone. The legal use of the tenant space is restaurant. This is OK for Zoning.

Thank you,

Mac

Mac Coldwell

City of Portland
Zoning Specialist
Permitting & Inspections Department
389 Congress ST, Room #315
Email: mcoldwell@portlandmaine.gov
he/him

[Quoted text hidden]



Zachary Lenhart <zlenhart@portlandmaine.gov>

Downtown Lounge - 606 Congress

Eric Nevins <erich@portlandmaine.gov>
To: Zachary Lenhart <zlenhart@portlandmaine.gov>

Mon, Jul 18, 2022 at 2:27 PM

Approved

On Mon, Jul 18, 2022 at 2:17 PM Zachary Lenhart <zlenhart@portlandmaine.gov> wrote:
[Quoted text hidden]

--

Eric Nevins
Lieutenant
Portland Police Department
(207) 874-8513



CITY OF PORTLAND
Permitting and Inspections Department

July 22, 2022

Downtown Lounge LLC
606 Congress Street
Portland, ME 04101

Re: Downtown Lounge LLC, dba Downtown Lounge. Application for Class A Lounge at 606 Congress Street

Dear Downtown Lounge LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday August 8, 2022 at 4:00 p.m.**, for the review of application for Class A Lounge at 606 Congress Street. The meeting will take place in person and virtually. The link can be found on the Meeting Agenda which will be posted on the City Website on August 5, 2022.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or at bl@portlandmaine.gov.

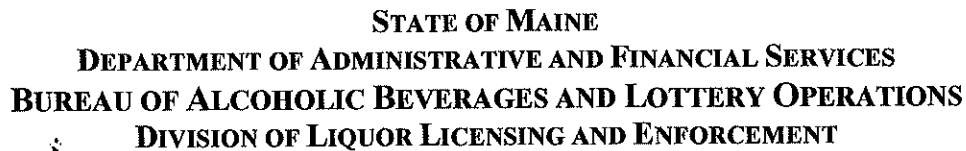
Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on August 8, 2022 at 4:00 P.M., virtually Downtown Lounge LLC, dba Downtown Lounge. Application for Class A Lounge at 606 Congress Street - Sponsored by Danielle P. West, Interim City Manager



All Questions Must Be Answered Completely. Please print legibly.

**Section I: Licensee/Applicant(s) Information;
Type of License and Status**

1. New license or renewal of existing license? ☐ New Expected Start date: _____
☒ Renewal Expiration Date: 8/25/22

Food: 59,846.74 Beer, Wine or Spirits: 239,730.70 Guest Rooms: _____

☒ Malt Liquor (beer) ☒ Wine ☒ Spirits

4. Indicate the type of license applying for: (choose only one)

- | | | |
|--|--|---|
| ☐ Restaurant
(Class I, II, III, IV) | ☐ Class A Restaurant/Lounge
(Class XI) | ☒ Class A Lounge
(Class X) |
| ☐ Hotel
(Class I, II, III, IV) | ☐ Hotel – Food Optional
(Class I-A) | ☐ Bed & Breakfast
(Class V) |
| ☐ Golf Course (included optional licenses, please check if apply)
(Class I, II, III, IV) | ☐ Auxiliary | ☐ Mobile Cart |
| ☐ Tavern
(Class IV) | ☐ Other: _____ | |
| ☐ Qualified Caterer | ☐ Self-Sponsored Events (Qualified Caterers Only) | |

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

606 CONGRESS ST. PORTLAND, ME.

6. Is the licensee/applicant(s) citizens of the United States? ☒ Yes ☐ No

7. Is the licensee/applicant(s) a resident of the State of Maine? ☒ Yes ☐ No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

☒ Yes ☐ No If **Yes**, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

☐ Yes ☒ No

☐ Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

☐ Yes ☒ No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
NORMAN JABAR	2/19/65	NEW YORK

Residence address on all the above for previous 5 years	
Name	Address:
NORMAN JABAR	6 Willow AE
Name	Address:
	OOB, ME. 04064
Name	Address:
Name	Address:

13. Will any law enforcement officer directly benefit financially from this license, if issued?

☐ Yes ☒ No

If Yes, provide name of law enforcement officer and department where employed:

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? ☒ Yes ☐ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: NORMAN JABAR Date of Conviction: 2009

Offense: DWI Location: PORTLAND

Disposition: guilty

16. Has the licensee/applicant(s) formerly held a Maine liquor license? ☒ Yes ☐ No

17. Does the licensee/applicant(s) own the premises? ☐ Yes ☒ No

If No, please provide the name and address of the owner:

Geoffrey Rile 657 Congress St. Portland

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: N/A

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

SMALL BAR + RESTAURANT
WITH SITDOWN DINING AND TAKE-OUT

20. What is the distance from the premises to the **nearest** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: CHURCH

Distance: 1/4 MILE

Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: 5/23/22

[Signature]
Signature of Duly Authorized Person

NORMAN JABAR
Printed Name Duly Authorized Person

Signature of Duly Authorized Person

Printed Name of Duly Authorized Person

Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

- ☐ **Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine's liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

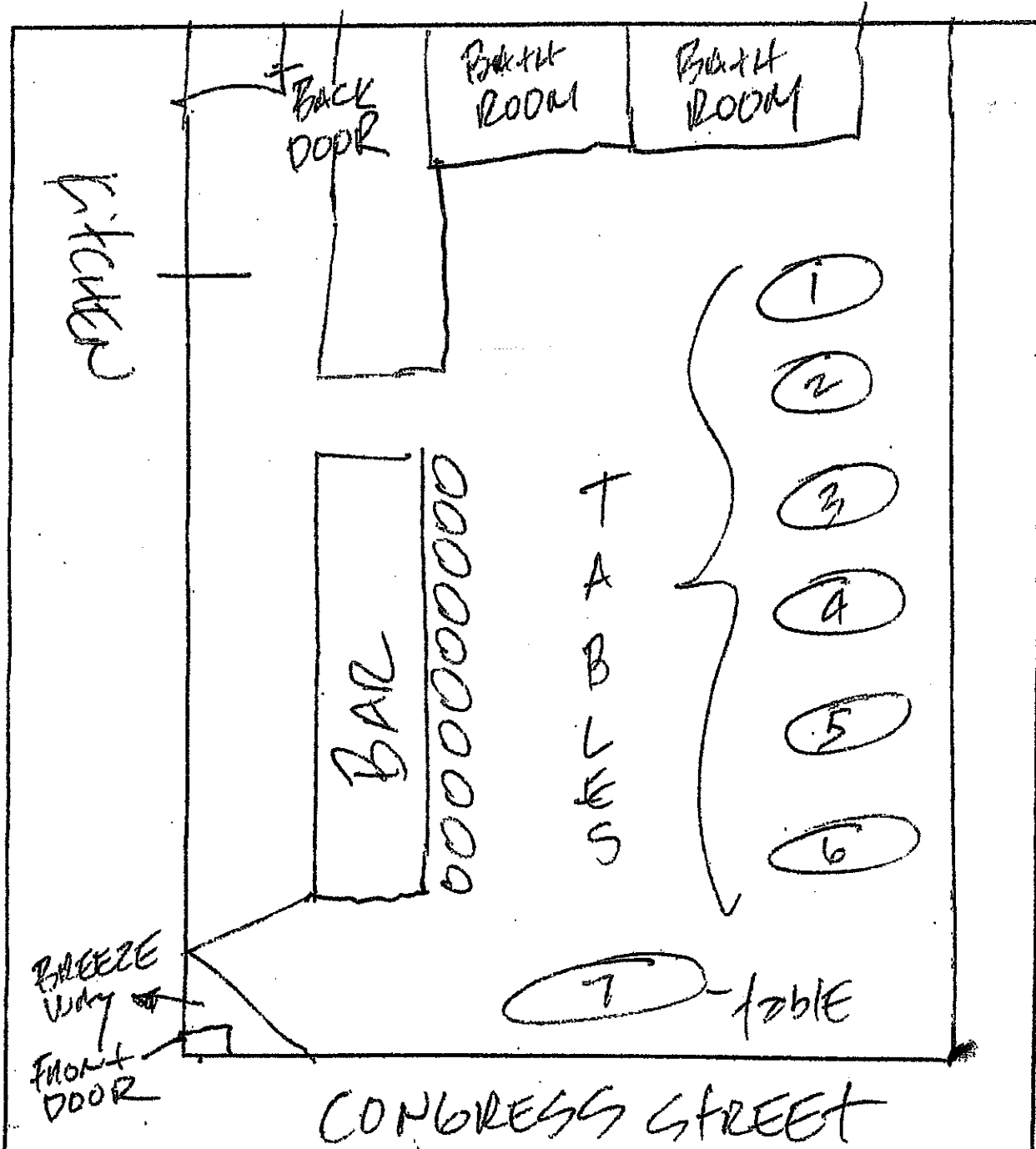
1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.



Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: DOWN TOWN LOUNGE LLC
2. Doing Business As, if any: GAME
3. Date of filing with Secretary of State: 2003 State in which you are formed: MAINE
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:
N/A
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
NORMAN	6 WILLOW AVE	2/19/65	OWNER	100
JABAR JR.	OOR, ME. 04064			

(Ownership in non-publicly traded companies must add up to 100%.)

MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 20, 2022

SUBJECT: Order 35-22/23 Granting Municipal Officers' Approval of Summit LLC, dba Nosh.
Application for Class I FSE with Outdoor Dining on Public Property at 551
Congress Street - Sponsored by Danielle P. West, Interim City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or
up to three (3) members of the Council shall sponsor any orders or other items. If
sponsored by a Council Committee, please include the date the committee met and
the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: no

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 7/6/22. New City and State applications. New of ownership of an existing establishment.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2022.08.08_Nosh

2. Nosh_Council Packet

Prepared by:

Date: 07/20/2022

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF
PORTLAND**
IN THE CITY COUNCIL

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

**ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:**

**Summit LLC, dba Nosh. Application for Class I FSE with Outdoor Dining on Public
Property at 551 Congress Street**

Summit LLC
Nosh

07/05/2022

To Whom it May Concern,

We the owners of Summit LLC, dba Nosh, are purchasing the restaurant in the space previously occupied by Nosh LLC. We are asking for a permit for outdoor dining in the exact space that Nosh had their outdoor seating.

Thank you,

A handwritten signature in black ink, appearing to read "Mich B 2".

Michael Fraser



CITY OF PORTLAND

Permitting and Inspections Department

Application for Food Service Establishment with Alcoholic Beverages License

Business Information	
Business Name (d/b/a):	Nosh
Location Address:	551 Congress St. Portland ME Zip: 04101
If new, what was formerly at this location:	Nosh
Mailing Address:	617 Congress St. Portland ME Zip: 04101
Contact Person:	Emily DeLois
Contact Person Email:	emily@noshportland.com
Manager of Establishment:	Michael Fraser Date of Birth: 9.18.1974
Owner of Premises (Landlord):	Meredith Richardson, Bentley Building LLC
Address of Premises Owner:	106 Falmouth Rd, Falmouth ME Zip: 04105

Sole Proprietor/Partnership Information (If Corporation, leave blank)

Name of Owner(s)	Date of Birth	Residence Address

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)

Corporate Name		Corporate Mailing Address	
Summit LLC		617 Congress St. Portland ME Zip: 04101	
Contact Person:	Emily DeLois	Phone:	207 522-6405
Principal Officers	Title	Date of Birth	Residence Address
Michael Fraser	owner	9.18.74	8 N. St. #3 Portland ME 04101
Michael Barbuto	owner	9.29.76	11 William St. #3 Portland ME 04103
Kevin Doyle	owner	8.10.84	30 Preble St. #359 Portland ME 04101
Class of Liquor License:		I FSE	

389 Congress Street, Room 307 • Portland, Maine 04101 • 207-874-8557

bl@portlandmaine.gov • www.portlandmaine.gov



CITY OF PORTLAND
Permitting and Inspections Department

Type of food served:	American	
Please circle all that will be served:	Beer ☒ Wine ☒ Liquor ☒	
Projected percentage of sales:	Generated from Food: 10%	Generated from Alcohol: 40%
Hours & days of operation:	Monday - Sunday 12pm - 1am	
QUESTIONS		
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	Y/N ☒	
If No, please explain:		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	Y/N ☒	
If yes, give the distance:		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	Y/N ☒	
Will you permit dancing after 1:00 a.m.?	Y/N ☒	
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	Y/N ☒	
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).	Y/N ☒	
Will you have any amusement devices (pinball, video games, juke box)?	Y/N ☒	
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____		
What is your targeted opening date?	7.8.2022	
Does the issuance of this license directly or indirectly benefit any City employee(s)?	Y/N ☒	
If Yes, list name(s) of employee(s) and department(s):		
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	Y/N ☒	
If Yes, please list business name(s) and location(s):	Bramhall Pub: 769 Congress Portland ME Congress St. Bar & Grill: 617 Congress St. Portland ME, Paper Tiger: 500 Fore St. Portland ME	
Is any principal officer under the age of 21?	Y/N ☒	
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	Y/N ☒	
If Yes, please explain:		

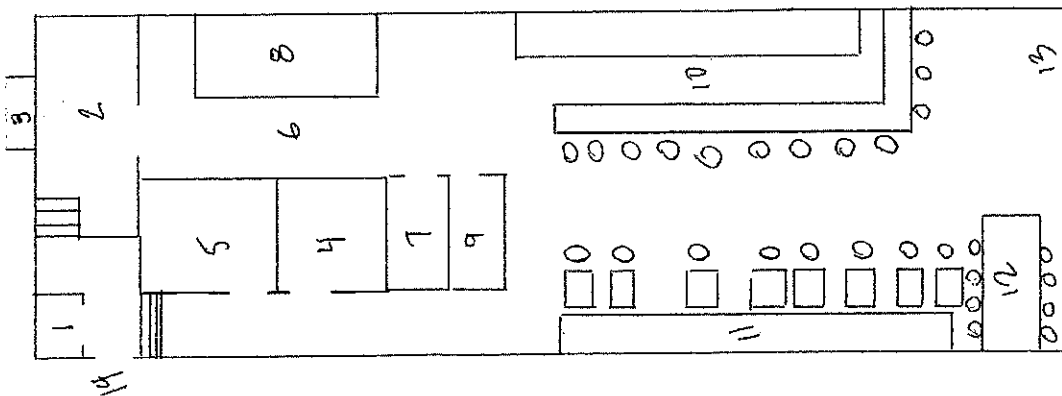
Michael Fraser do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Signature Michael Fraser Title Owner Date 7.5.2022

North
Floor Plan
851 Congress st.



- 1 back closet
- 2 office
- 3 employee bathroom
- 4 mens room
- 5 women's room
- 6 kitchen
- 7 walk in cooler
- 8 hood vent
- 9 Front kitchen
- 10 bar
- 11 banquette seating
- 12 communal table
- 13 front door
- 14 back door

Outdoor Seating:

9'10" x 10'

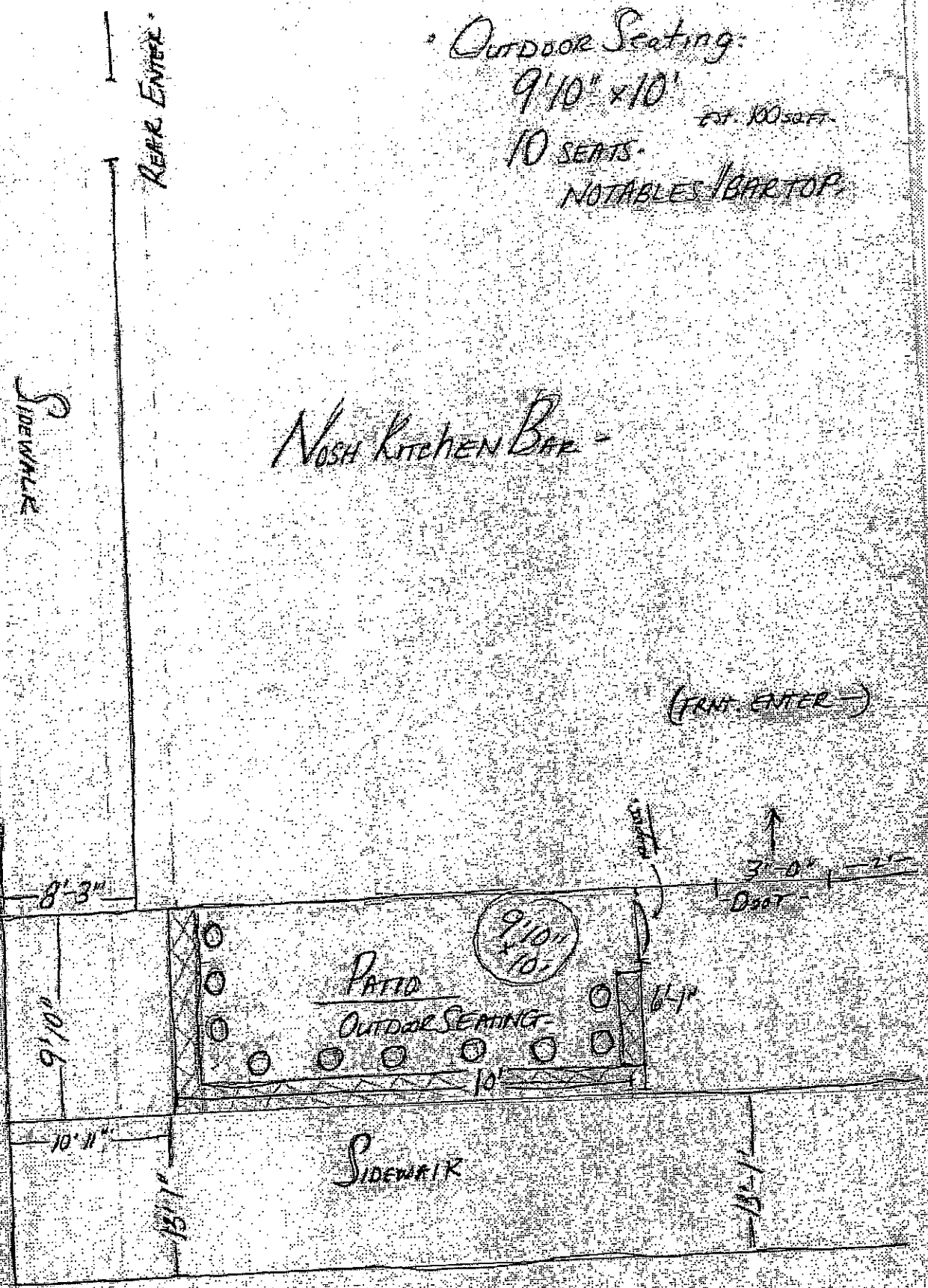
EST. 100 SQ. FT.

10 SEATS.

NOTABLES / BAR TOP

NOSH KITCHEN BAR -

(FRONT ENTER -)



Duke Street.

SIDEWALK

CONGRESS STREET.

O = SEATS

XXXX = BAR TOP

eseburger \$15

NOSH patty / American cheese / lettuce / tomato / onion / pickle / brioche bun

Sweet N' Spicy Bacon Burger \$15

Nosh patty/ pepper jack cheese/ grilled onions/ chipotle sauce/ Northcountry smoked bacon/ hot honey/ lettuce/ brioche bun

The NOSH Burger 2.0 \$16

Nosh patty / smoked bacon-onion jam / over easy egg / Roquefort - chive schmear / brioche bun

Guacamole Crunch Burger \$15.50

NOSH patty blend / pepper jack cheese / chipotle mayo / crispy tortilla / guacamole / lettuce / brioche bun

Big Mack \$13.50

Two NOSH patties / Thousand Island sauce / lettuce / American cheese / pickles / onions / brioche bun

Mini Mack \$14

Nosh patty/ special sauce/ lettuce/ extra American cheese/ pickles/ onions/ brioche bun

Vivian's Steamer \$14

NOSH patty/ extra American cheese/ ketchup/ mustard/ grilled onion/ brioche bun/ steamed and wrapped in paper

Slab Burger

Nosh patty/cheddar cheese/pepperoni marinara/sweet cherry peppers/cheese hand slab pizza as the bun

Crispy Avocado \$14

panko fried avocado/greens/pickled onion/ grilled corn/chipotle mayo/cotija cheese/sour cream/cilantro/lime/naan bread

Falafel Meatball Sub \$14

Chickpea fritters / mozzarella and provolone cheese / peppers and onions / tomato fonduta / hoagie roll

Patty Melt \$15

Nosh patty / gruyere cheese / spicy brown mustard / malt vinegar grilled onions / horseradish mayo / grilled onion roll

Pesto Chicken Shawarma \$16

Pesto grilled chicken / honey yogurt / apples / walnuts / onion / parsley / lemon olive oil / Naan bread

Chicken Parm \$15

crispy panko chicken cutlet / fresh mozzarella cheese / basil- walnut pesto / cherry pepper relish / tomato fonduta / hoagie roll

Chopped Cheese \$15

Grilled chopped brisket grind / American cheese / French fries / peppers & onions / lettuce / tomato / onion / mayo / ketchup / hoagie roll

Nosh Reuben

corned beef/house-made sauerkraut/1000 island dressing/light rye bread

Fried Pickles \$12

Kosher dill pickle spears/ crispy tempura/ chipotle mayo

Mozzarella Sticks \$12

house-made crispy mozzarella/tomato fonduta/pecorino cheese/basil pesto/lemon zest

Ham Mountain \$10

House made smoked paprika potato chips/ prosciutto cost/black truffle mayo/pecorino cheese/scallion

Elote Tostada

crispy flour tortilla/guacamole/greens/pickled onion/grilled corn/cotija cheese/chipotle mayo/sour cream/cilantro/lime

Jerk Ssam (lettuce wraps) \$13

spicy shrimp skewer/greens/sticky rice/pickled carrots/pickled onion/scallions/fresh jalapeños/cilantro/sambal/lime

DESSERT

Cannoli Congo Monte Cristo \$10

Crispy tempura/spiced lemon ricotta cheese/brioche/chocolate sauce/powdered sugar

Churros \$9

Fried dough/cinnamon and sugar/marshmallow fluff/dulce de leche sauce

Loaded Waffle \$7

Belgian Waffle / marshmallows / vanilla buttercream / chocolate sauce / sprinkles

Dunkaroos \$11

Animal crackers / vanilla buttercream / pride sprinkles

Brownie Sundae

Slab chocolate brownie/vanilla bean ice cream/chocolate sauce/Oreo crumble/whipped cream/sprinkles/cherry



CITY OF PORTLAND
Permitting and Inspections Department

Outdoor Dining Permit on Public Property
Supplemental Application

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Liquor License
Valid April 1-November 15

☐ Legal Advertisement Deposit \$100.00
☒ Outdoor Dining on Public Property \$84.00 plus \$2.00 per Square foot \$2.00 X <u>100</u> SF = <u>200</u>
☐ Outdoor Dining on Public Property in a City Park \$84.00 plus \$6.30 per Square foot \$6.30 X _____ SF = _____

Business Information	
Establishment Name (d/b/a):	<u>Summit LLC dba Nosh</u> Phone: <u>207</u> <u>522-6405</u>
Location Address:	<u>551 Congress St. Portland ME</u> Zip: <u>04101</u>
Mailing Address:	<u>617 Congress St. Portland ME</u> Zip: <u>04101</u>
Contact Person:	<u>Emily Delois</u> Phone: <u>207</u> <u>522-6405</u>
Contact Person Email:	<u>emily@romaportland.com</u>
Manager of Establishment:	<u>Michael Fraser</u> Date of Birth: <u>9.18.1974</u> Phone: <u>207</u> <u>807-4062</u>
Owner of Premises (Landlord):	<u>Meredith Richardson, Bintley Building LLC</u>
Address of Premises Owner (Landlord):	<u>106 Falmonth Rd, Falmonth ME</u> Zip: <u>04105</u>

Owner Information

Corporate Name		Corporate Mailing Address	
<u>Summit LLC</u>		<u>617 Congress St. Portland ME</u> Zip: <u>04101</u>	
Contact Person:	<u>Emily Delois</u>	Phone:	<u>207-522-6405</u>
Principal Officers	Title	Date of Birth	Residence Address
<u>Michael Fraser</u>	<u>owner</u>	<u>9.18.1974</u>	<u>8 N. St. #3 Portland ME 04101</u>
<u>Michael Barbuto</u>	<u>owner</u>	<u>9.29.1976</u>	<u>11 William St. #3 Portland ME 04103</u>
<u>Kevin Doyle</u>	<u>owner</u>	<u>8.10.1984</u>	<u>30 Prable St. #359 Portland, ME 04101</u>

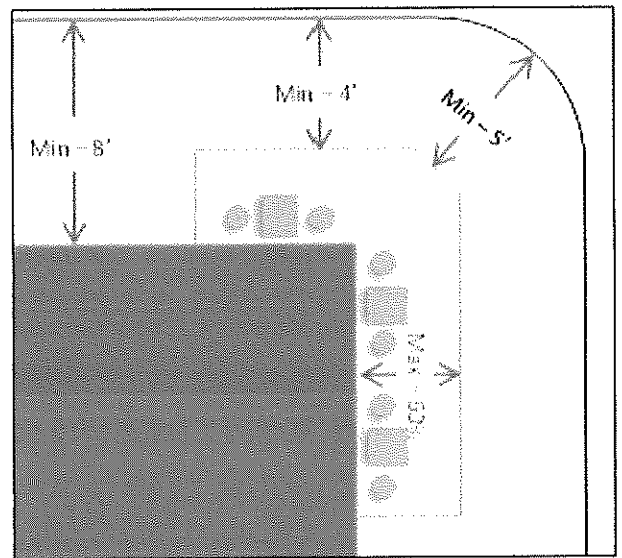


CITY OF PORTLAND
Permitting and Inspections Department

Class of License:	I
Type of food served:	American
Please circle all that will be served:	Beer Wine Liquor
Hours & days of operation:	12 pm - 1 am Monday - Sunday
Number of Tables	out 4 in 16
Number of Chairs	out 12 in 60 = 72

Design and Construction

Existing Sidewalk Width (property line to curb)	Sidewalk Dining Allowed?
< 8'0"	No
≥ 8'0"	Yes – up to 60% of
Sidewalk Type	Sidewalk Passage Width
Standard sidewalk	4'0"
Street corner	5'0"

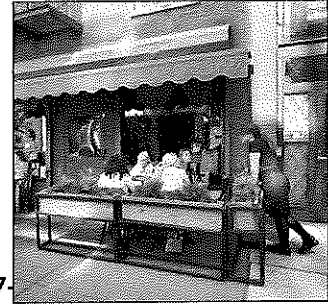


- Outdoor dining area shall not exceed 60% of the sidewalk width.
- A continuous, unobstructed sidewalk passage of 4 feet from the outer boundary of the seating area to the curb must be maintained. If the passage is not straight due to existing obstacles, then additional width may be required. Any changes to existing straight passage is at the discretion of the City.
- Egress must be maintained free of obstruction.
- Permanent fixtures, such as awnings, require a building permit separate from the Outdoor Dining permit and subject to approval by the Building Authority.
- Umbrellas do not require a permit.
- Umbrellas must be secured and maintain the height clearance for sidewalk passage.

Barriers

- If barriers are proposed, they must be free-standing. Physical attachments to a building are not allowed.
- Stanchions and ropes are encouraged. Sectional fencing is allowed with a high degree of visual transparency (at least 50% open). Solid or opaque barriers are not allowed.
- Shall not exceed 42" in height and may not include commercial signage.

Example barrier types that meet regulation





CITY OF PORTLAND
Permitting and Inspections Department

- Outdoor dining components must be within the permitted area and allow safe passage of pedestrian traffic. Failure to comply may result in a revocation of the permit.
- The permit holder is responsible for keeping the outdoor seating area clean.
- No food shall be prepared in the designated outdoor dining area.
- All outdoor dining components shall be removed before snowfall and while any snow or ice exists within four feet of the outdoor dining area. The City will not be responsible for damage to any property that is not removed prior to sidewalk maintenance.
- Outdoor dining areas must meet ADA regulations and accessible seating is required.
- Request for the use of adjacent on street parking space for outdoor dining installations requires Parking Office and Building Authority review and approval.

I/We fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to my/our person or property arising out of the establishment's occupancy of the sidewalk or park space. To the fullest extent permitted by law, I/We do hereby agree to assume all risk of injury, harm or damage to my/our person or property (including but not limited to all risk of injury, harm or damage to my/our property cause by the negligence of the City of Portland, its agents, officers or employees) arising out of the establishment's occupancy of the sidewalk or park space. I/We hereby agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Portland, its agents, officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including, but not limited to costs of defense and attorney's fees, arising out of the establishment's occupancy of the sidewalk or park space, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use there from, and (2) is caused in whole or in part by any negligent act or omission of the establishment, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Signature Minda B Z Title owner Date 7.9.2022

For Administrative Use Only

Amount: _____	Request Date / Approval	Notes: _____
Date Paid: _____	FD: _____	_____
CC _____ CA _____ CK _____	Health: _____	_____
	PD: _____	_____
Amount: _____	Treasury: _____	_____
Date Paid: _____	Zoning: _____	_____
CC _____ CA _____ CK _____		

Outdoor Seating:

9'10" x 10'

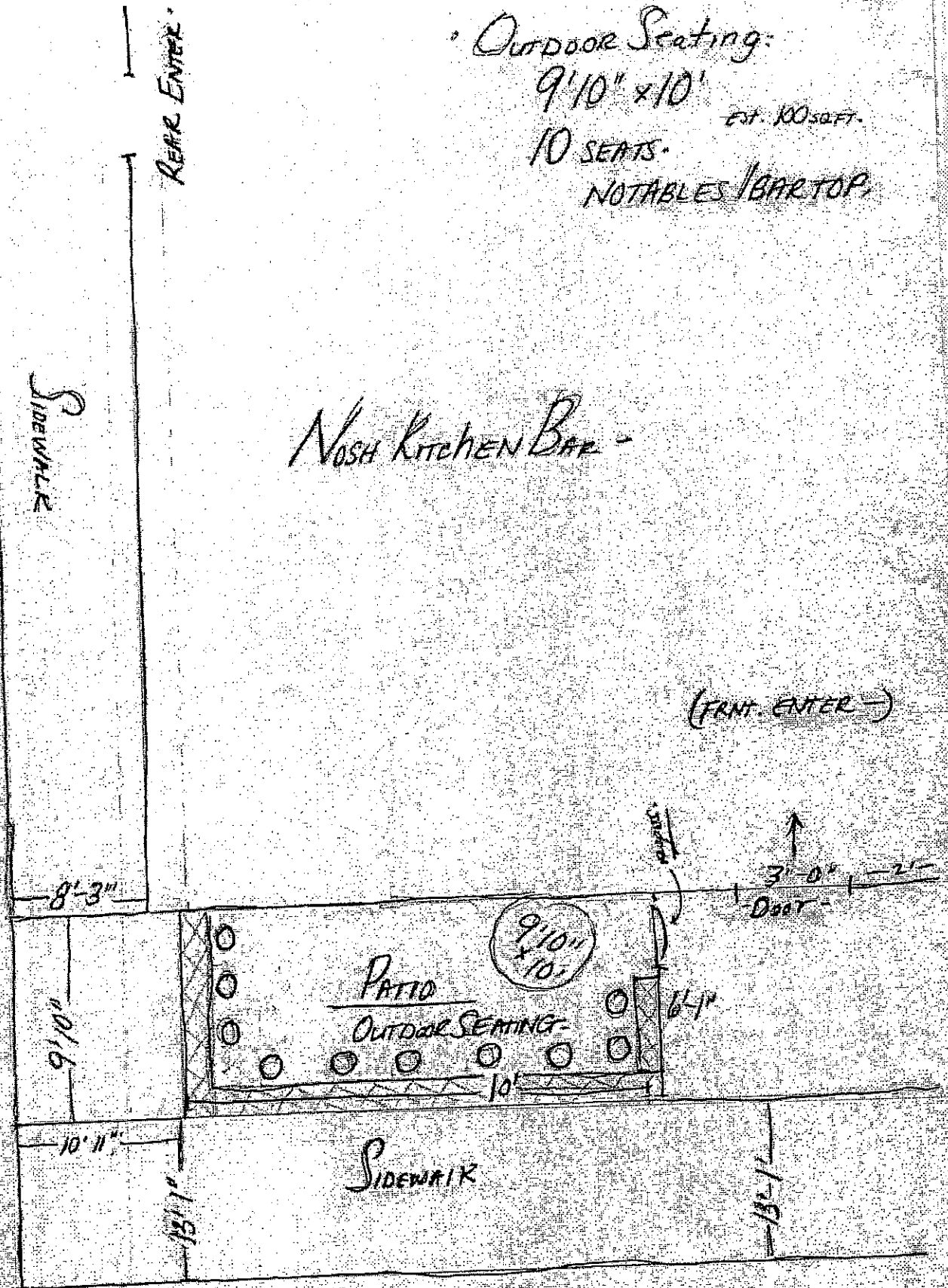
EST. 100 SQ. FT.

10 SEATS.

NOTABLES / BAR TOP

NOSH KITCHEN BAR -

(FRONT ENTER -)



Dark Street.

Congress Street.

O = SEATS

XXXX = BAR TOP



Zachary Lenhart <zlenhart@portlandmaine.gov>

Nosh - 551 Congress St

Eric Nevins <ericn@portlandmaine.gov>
To: Zachary Lenhart <zlenhart@portlandmaine.gov>

Tue, Jul 19, 2022 at 7:20 PM

Approved.

On Tue, Jul 19, 2022 at 3:32 PM Zachary Lenhart <zlenhart@portlandmaine.gov> wrote:
[Quoted text hidden]

--
Eric Nevins
Lieutenant
Portland Police Department
(207) 874-8513

Nosh - 551 Congress St

Matthew Coldwell <mcoldwell@portlandmaine.gov>

Thu, Jul 21, 2022 at 8:20 AM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zachary Lenhert <zlenhert@portlandmaine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Eric Nevins <erick@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>

Restaurant is a permitted use in the B3 zone and the legal use for this tenant space is restaurant.
Zoning is ok.

Mac

Mac Coldwell

City of Portland
Zoning Specialist
Permitting & Inspections Department
389 Congress ST, Room #315
Email: mcoldwell@portlandmaine.gov
he/him

[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on August 8, 2022 at 4:00 P.M., virtually Summit LLC, dba Nosh.
Application for Class I FSE with Outdoor Dining on Public Property at 551 Congress Street -
Sponsored by Danielle P. West, Interim City Manager



CITY OF PORTLAND
Permitting and Inspections Department

July 22, 2022

Summit LLC
551 Congress Street
Portland, ME 04101

Re: Summit LLC, dba Nosh. Application for Class I FSE with Outdoor Dining on Public Property at 551 Congress Street

Dear Summit LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday August 8, 2022 at 4:00 p.m.**, for the review of application for Class I FSE with Outdoor Dining on Public Property at 551 Congress Street. The meeting will take place in person and virtually. The link can be found on the Meeting Agenda which will be posted on the City Website on August 5, 2022.

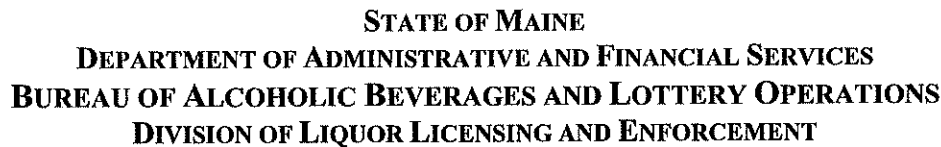
You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or at bl@portlandmaine.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Z Lenhert".

Zachary J. Lenhert
Licensing and Housing Safety Manager



All Questions Must Be Answered Completely. Please print legibly.

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS: Yes ☐ No ☐	

Legal Business Entity Applicant Name (corporation, LLC): Summit LLC	Business Name (D/B/A): Nosh
Individual or Sole Proprietor Applicant Name(s): Michael Fraser	Physical Location: 551 Congress Street Portland, ME 04101
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different: 617 Congress Street, Portland, ME 04101
Mailing address, if different from DBA address: 617 Congress Street, Portland, ME 04101	Email Address: emily@romaportland.com
Telephone # Fax #: 207-522-6405	Business Telephone # Fax #:
Federal Tax Identification Number: 37-1795523	Maine Seller Certificate # or Sales Tax #:
Retail Beverage Alcohol Dealers Permit:	Website address:

1. New license or renewal of existing license? ☒ New Expected Start date: 07/08/2022
☐ Renewal Expiration Date: _____
2. The dollar amount of gross income for the licensure period that will end on the expiration date above:
Food: _____ Beer, Wine or Spirits: _____ Guest Rooms: _____
3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)
☒ Malt Liquor (beer) ☒ Wine ☒ Spirits

4. Indicate the type of license applying for: (choose only one)

- | | | |
|--|--|---|
| ☒ Restaurant
(Class I, II, III, IV) | ☐ Class A Restaurant/Lounge
(Class XI) | ☐ Class A Lounge
(Class X) |
| ☐ Hotel
(Class I, II, III, IV) | ☐ Hotel – Food Optional
(Class I-A) | ☐ Bed & Breakfast
(Class V) |
| ☐ Golf Course (included optional licenses, please check if apply)
(Class I, II, III, IV) | ☐ Auxiliary | ☐ Mobile Cart |
| ☐ Tavern
(Class IV) | ☐ Other: _____ | |
| ☐ Qualified Caterer | ☐ Self-Sponsored Events (Qualified Caterers Only) | |

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

617 Congress Street, Portland, ME 04101

6. Is the licensee/applicant(s) citizens of the United States? ☒ Yes ☐ No

7. Is the licensee/applicant(s) a resident of the State of Maine? ☒ Yes ☐ No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

☒ Yes ☐ No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

☐ Yes ☒ No

☐ Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

☐ Yes ☒ No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? ☒ Yes ☐ No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address
see attached		

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
Michael Fraser	09/18/1974	Malone, NY
Michael Barbuto	09/29/1976	Boston, MA
Kevin Doyle	08/10/1984	Newburyport, MA
Residence address on all the above for previous 5 years		
Name	Address:	
Michael Fraser	8 North Street #3, Portland, ME 04101	
Name	Address:	
Michael Barbuto	11 William Street #3, Portland, ME 04103	
Name	Address:	
Kevin Doyle	30 Preble #359, Portland, ME 04101 / 87 Pearl St #1/7, Chelsea, MA 02150	
Name	Address:	

13. Will any law enforcement officer directly benefit financially from this license, if issued?

☐ Yes ☒ No

If Yes, provide name of law enforcement officer and department where employed:

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

16. Has the licensee/applicant(s) formerly held a Maine liquor license? ☐ Yes ☒ No

17. Does the licensee/applicant(s) own the premises? ☐ Yes ☒ No

If No, please provide the name and address of the owner:

Meredith Richardson, Bentley Building LLC, 106 Falmouth Rd, Falmouth, ME 04105

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: _____

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

see attached

20. What is the distance from the premises to the **nearest** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: First Parish in Portland, Unitarian Universalist

Distance: 0.30

Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: 7.5.2022

Michael B 2
Signature of Duly Authorized Person

Signature of Duly Authorized Person

Michael Fraser
Printed Name Duly Authorized Person

Printed Name of Duly Authorized Person

Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

- ☐ **Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine's liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located.

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant.

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime;

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control;

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;

D-1. Failure to obtain, or comply with the provisions of, a permit for music, dancing or entertainment required by a municipality or, in the case of an unincorporated place, the county commissioners;

E. A violation of any provision of this Title;

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages.

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. Repealed

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause.

4. Repealed

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

Section IV: Terms and Conditions of Licensure as an Establishment that sells liquor for on-premises consumption in Maine

- The licensee/applicant(s) agrees to be bound by and comply with the laws, rules and instructions promulgated by the Bureau.
- The licensee/applicant(s) agrees to maintain accurate records related to an on-premise license as required by the law, rules and instructions promulgated or issued by the Bureau if a license is issued as a result of this application.
 - The licensee/applicant(s) authorizes the Bureau to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also any books, records and returns during the year in which any liquor license is in effect.
- Any change in the licensee's/applicant's licensed premises as defined in this application must be approved by the Bureau in advance.
- All new applicants must apply to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for its Retail Beverage Alcohol Dealers permit. See the TTB's website at <https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers> for more information.

Section V: Fee Schedule

Filing fee required. In addition to the license fees listed below, a filing fee of \$10.00 must be included with all applications.

Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together with the application.

Class of License	Type of liquor/Establishments included	Fee
Class I	For the sale of liquor (malt liquor, wine and spirits) This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers	\$ 900.00
Class I-A	For the sale of liquor (malt liquor, wine and spirits) This class includes only hotels that do not serve three meals a day.	\$1,100.00
Class II	For the Sale of Spirits Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; and Vessels.	\$ 550.00
Class III	For the Sale of Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class IV	For the Sale of Malt Liquor Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class III and IV	For the Sale of Malt Liquor and Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 440.00
Class V	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Club without catering privileges.	\$ 495.00
Class X	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Class A Lounge	\$2,200.00
Class XI	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Restaurant Lounge	\$1,500.00

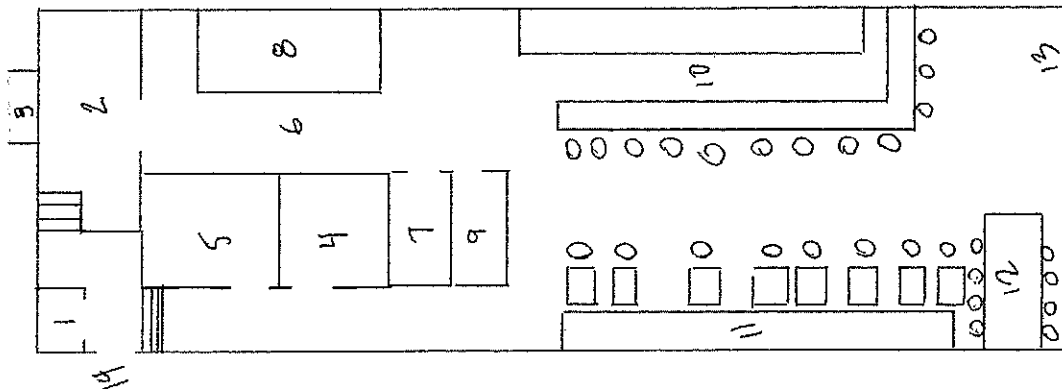
Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.

See attached

Nos4
Floor Plan
551 Congress st.



- 1 back closet
- 2 office
- 3 employee bathroom
- 4 mens room
- 5 women's room
- 6 kitchen
- 7 walk in cooler
- 8 hood vent
- 9 Front kitchen
- 10 bar
- 11 banquette seating
- 12 communal table
- 13 front door
- 14 back door

Outdoor Seating:

9'10" x 10'

EST. 100 SQ. FT.

10 SEATS.

NOTABLES / BARTOP.

NOSH Kitchen Bar -

(FRONT ENTER -)

SIDEWALK

Dark Street.

8'-3"

10'-6"

10'-11"

13'-1"

SIDEWALK

3'-0" 2'-5"
Door

9'10" x 10'

PATIO

OUTDOOR SEATING

10'

6'-4"

13'-1"

Congress Street.

○ = SEATS

XXXX = BARTOP

Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: Summit LLC
2. Doing Business As, if any: Nosh
3. Date of filing with Secretary of State: 06/06/2022 State in which you are formed: ME
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Michael Fraser	8 North St, Portland, ME	09/18/1974	owner	33.3400
Michael Barbuto	11 William St, Portland, ME	09/29/1976	owner	33.3300
Kevin Doyle	30 Preble St, #359 Portland, ME	08/10/1984	owner	33.3300
	87 Pearl St #1/7, Chelsea, MA			

(Ownership in non-publicly traded companies must add up to 100%.)

Summit LLC

Application for On Premise License

11. Bramhall LLC	CARL 2014-9477	769 Congress Street, Portland, ME 04102
Fraser Loring LLC	LL-001712-2019	617 Congress Street, Portland, ME 04101
Paper Tiger LLC	LL-003862-2021	425 Fore Street Suite 104, Portland, ME 04101

City of Portland | Health & Human Services Department

Kristen Dow, *Director*



To: Danielle West, Interim City Manager

CC: Kristen Dow, HHS Director, Caity Hager, CRI, Alex Hughes, Family Health

From: Tina Pettingill, Acting Public Health Director, HHS Deputy Director

Date: August 1, 2022

Re: Monkeypox Response

Portland Public Health has been preparing for the Monkeypox virus in Maine since May 2022. Though there are no known cases of Monkeypox in Cumberland County at this time the City of Portland public health department has been working with our local public health and clinical partners as well as the Maine CDC to ensure we are fully prepared to address this emerging threat. With many agencies involved, Maine CDC is taking the lead on population-level efforts to ensure a coordinated approach to prevention and vaccination.

Please see below for components of our collaborative preparation and initiative efforts.

- Emergency preparedness plan created by our Cities Readiness Initiative staff.
 - Isolation precautions for shelter guests that may be symptomatic.
 - Personal Protective Equipment (PPE) guidance for staff.
 - Environmental decontamination guidance and precautions for handling laundry if a case is suspected or identified.
- Vaccine availability through our STD clinic.
 - The Maine CDC began supplying Jynneos vaccine doses last week. Currently The STD program is organizing the vaccine clinics and Maine CDC Public Health Nurses are bringing vaccines and are administering doses to clients. A limited number of vaccine doses are expected each week.
 - STD clinic staff are working with eligible candidates to receive the vaccine by screening patients according to CDC criteria. Individuals interested in getting the vaccine can contact the STD clinic to review eligibility. If eligible, the patients will be placed on a waitlist and will be contacted when a vaccination is available. We currently have over 40 eligible individuals on our waiting list.
 - To date, there has been one successful vaccine clinic at the Public Health Clinic. On July 28th, 17 Jynneos doses were administered by the MeCDC. The STD clinic will be coordinating their second dose administration in partnership with the Maine CDC.
 - STD clinic staff is working collaboratively with the Maine CDC in order to be able to acquire a larger supply of vaccine as well as have the ability for City staff to do the vaccine administration through public health clinics.

- Maine CDC continues to host Monkeypox briefings every two weeks where they update community partners on the status of the viral transmission as well as discuss preventive measures including vaccine dissemination plans.
- Cumberland District holds weekly vaccine planning meetings hosted by Maine CDC that include a focus on Monkeypox vaccine distribution. This is attended by both public health and clinical partners.
- Portland Public Health has been focusing on wide-spread public education such as social media posts. Many of the materials used are materials from the MaineCDC in order to ensure continuity of messaging.
- Kicking-off at Portland Pride, the STD clinic has been doing outreach education on monkeypox prevention. This continues through individual targeted prevention messaging with clients at the STD clinic during visits. Education is also available for clients who access our syringe exchange at 39 Forest Ave.
- Portland Public Health Clinic staff received an educational session in May by our Medical Director, Dr. DeMatteo on the virus. Subsequently, the clinic has written a protocol for screening and testing for Monkeypox should the need arise. Specimen collection supplies have also been stocked at our Public Health Clinic.
- Clinical education was shared with Portland Fire Department medics for the Mobile Medical Outreach program.
- Upon identification of a case in Maine, broader City staff education began. This started with social services and public health staff - see email at the end of this memo for more information.

Educational email sent to social services and public health staff on 7/27/22.

Late last week, the first case of monkeypox in Maine was reported in York County and on Saturday, the World Health Organization (WHO) declared monkeypox a public health emergency of international concern. Two things of important note:

- *The risk of getting sick with monkeypox in Portland is very low right now.*
- *In most cases, symptoms from monkeypox go away on their own within a few weeks.*

The City has a plan in place in case a monkeypox case is identified in the Portland community. Public Health staff are keeping up to date on the latest monkeypox information and are prepared to help limit the spread of disease if it is found in Portland. We will continue to provide you with the most up to date information. We are planning an information session if staff want to learn more about monkeypox and ask questions - stay tuned for more information soon. Attached to this email is a flier that has the basic information about monkeypox and below is additional information.

Monkeypox virus is in the poxvirus family and is related to the smallpox virus. Symptoms include: muscle aches, swollen lymph nodes, fever, headaches, and a rash. Monkeypox illness typically starts with a fever. One to three days after the fever, a rash of pustules appear - usually on the person's face, hands, feet, eyes, mouth and/or genitals.

Monkeypox is not a sexually transmitted disease, it is spread through direct contact with an infected person's rashes, sores, and body fluids. It can be spread through intimate physical contact such as kissing, cuddling, and sex as well as through droplets during long periods of face-to-face contact. It can also be spread by touching contaminated items like clothing and towels that were used by someone with monkeypox sores. Most of the reported monkeypox cases in 2022 have been among gay, bisexual, and other men who have sex with men.

The CDC recommends taking the following steps to prevent getting monkeypox:

- *Avoid close, skin-to-skin contact with people who have a rash that looks like monkeypox.*
- *Do not touch the rash or scabs of a person with monkeypox.*
- *Do not kiss, hug, cuddle or have sex with someone with monkeypox.*
- *Do not share eating utensils or cups with a person with monkeypox.*
- *Do not handle or touch the bedding, towels, or clothing of a person with monkeypox.*
- *Wash your hands often with soap and water or use an alcohol-based hand sanitizer.*

There is very little monkeypox vaccine available and Maine has only received a small number of doses that are being used for close contacts of identified cases as well as those at risk of transmitting monkeypox or becoming severely ill. Those who believe they may have been exposed or who have a new or unexplained rash or lesions should contact a health care provider to be evaluated, tested, and potentially referred to Maine CDC public health nursing for vaccination.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 30, 2022

SUBJECT: Order 261-21/22 Amendment to the Portland City Code Chapter 35 Re: Panic Alarms and Retail License Revisions - Sponsored by Jen Thompson, Acting Corporation Counsel

SPONSOR: Jen Thompson, Acting Corporation Counsel

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 5/16/2022

Final Action 6/6/2022

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: This amendment was drafted and reviewed by the Office of Corporation Counsel/

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

This item proposes two categories of change to Chapter 35 of the City Code, relating to marijuana businesses. Proposed revisions to subpart (a) of Ch. 35-36 (Security Requirements) would remove the requirement to maintain a door and window burglary alarm system at all fixed locations for a marijuana business. The provision retains a requirement for an intrusion alarm system that includes a panic button that can transmit its signal via City of Portland AES system directly to the City Dispatch Center. These changes address problems with false alarms and unnecessary costs. The second category relates to the issuance and renewal of business licenses and the ability of new and existing businesses to change the category of license/business from/to adult use/medical use.

This item must be read on two separate days. It received its first reading on May 16, 2022. At the June 6, 2022 Council Meeting, this item was postponed to June 22, 2022. At the June 22, 2022 Council Meeting, this item was postponed to the August 15, 2022 Special City Council Meeting, which was rescheduled to occur on August 8, 2022. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Door and window burglary alarm systems were initially required at marijuana businesses, in part, because there was the potential for them to have an unusually high amount of cash on premises. This was because some financial institutions were reluctant to accept deposits from marijuana retailers. The retailers have overcome this obstacle, and now their on-premises cash reserves do not typically exceed those of other retail establishments.

The burglary alarm systems often trigger false alerts, which are costly for the retailers and which put an unnecessary strain on City resources. Retaining other security requirements for marijuana businesses, including the intrusion alarm with panic button and electronic and video monitoring, will meet safety needs while removing the door and window alarms eliminates unnecessary costs.

The proposed change to Section 35-15 would expressly and unequivocally codify the City's practice of allowing an applicant/licensee to freely change the license classification they seek/hold, as long as the standards applicable to the new classification are also met.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Make the Code language consistent with Council intent and long-time staff practice of allowing businesses in either classification to freely change from one classification to the other so long as all applicable standards are met and reduce the number of false alarms being called in to emergency responders while also reducing costs to businesses.

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Ch. 35 Amendment Re Panic Alarms and Retail Licenses 5.16.2022
2. 08.01.2022 Memo Re. Ch. 35 Amendments
3. 06.14.2022 Memo Re. Ch. 35 Amendments

Prepared by:

Date: 06/30/2022

Order 261-21/22
Motion to postpone to June 22, 2022: 9-0 on 6/2/2022

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

AMENDMENT TO PORTLAND CITY CODE CHAPTER 35
RE: PANIC ALARMS AND RETAIL LICENSE REVISIONS

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

*That the Portland City Code Chapter 35, Sections 35-14 and
35-36 are hereby amended to read as follows:*

35-14. Licensing Procedure.

...

(f) Allocation of retail licenses. Retail licenses shall be
considered as follows:

...

5. If the application is tentatively approved, the
applicant will have one year from tentative approval to
open the retail business, including obtaining all final
state and local approvals, building permits and
approvals, certificates of occupancy, and any other
local approvals or permits necessary to operate~~criteria~~.
If the applicant fails to meet the one-year deadline, it
forfeits its tentative approval. The applicant may
reapply, but any second or subsequent application will
be treated as a new application. This paragraph shall not
be construed to require a licensee to make retail sales.

...

7. ~~Except for licenses issued pursuant to Sec. 35-43(i)(1),~~
~~Licensees~~ who have a medical marijuana retail license
may convert to an adult use retail license, so long as
they meet the requirements for such license and pay the
licensing fees. Licensees who have an adult use retail
license may convert to a medical marijuana retail

license, so long as they meet the requirements for such license and pay the licensing fees. ~~An applicant~~A licensee who chooses to convert its license will be treated as a renewal license, and not a new applicant for purposes of the dispersal requirement. Applicants with a pending application for a medical marijuana retail license may convert to an adult use retail application. Applicants with a pending application for an adult use retail license may convert to an application for a medical marijuana retail application. An applicant who chooses to convert its application will not be treated as a new applicant for purposes of the dispersal requirement outlined in Sec. 35-43.

...

35-36. Security Requirements.

All marijuana businesses must implement the following minimum security requirements, which shall also be incorporated into a security plan.

(a) Building security. All fixed locations for a marijuana business shall have the following:

1. Exterior lighting sufficient to deter nuisance activity and facilitate surveillance but not disturb neighbors.
2. A new or existing intrusion alarm system that is professionally monitored by a third party monitoring company and maintained in good working condition. The intrusion alarm system must include a panic button(s) that has the capability of transmitting its signal via City of Portland AES system directly to the City Dispatch Center.~~Door and window intrusion robbery and burglary alarm systems with audible and Police Department notification components that are connected to a new or existing AES system, and are professionally monitored and maintained in good working condition.~~
3. Interior electronic monitoring, video cameras, ~~and panic buttons~~. Electronic monitoring and video camera recording records must be maintained for at least 14 days and must be made available to an authorized representative of the City upon request.

...

BE IT FURTHER ORDERED, that, notwithstanding the provisions of 1 M.R.S. § 302, the above amendment to Section 35-14 (Licensing Procedure) shall apply retroactively to include any and all actions and proceedings pending on May 18, 2020 or thereafter.



CITY OF PORTLAND
Permitting and Inspections Department

Memorandum

TO: Mayor Snyder, Members of the Portland City Council
FROM: Jessica B. Hanscombe, Director of Permitting and Inspections
DATE: August 1, 2022
RE: Proposed Changes to Chapter 35

One of the proposed changes to Chapter 35, section 35-14, is to clarify the Licensing Procedure for applicants converting from a Medical to an Adult Use Marijuana Retail License and an Adult Use to a Medical Marijuana Retail License. This includes issued and pending applications.

Business Licensing for the City of Portland has consistently allowed for changes in licenses classifications for both pending and issued licenses. Either by the applicant or by City or State Officials. This is done administratively by staff. All licenses issued by this office follow the licensing procedures in Chapter 15. Section 15-11 requires new licenses ONLY when there is a change in ownership or location.

Section 35-14 (f) 7 was originally specifically included because of the cap on the number of retail licenses in the City of Portland, so that any business that applied and was tentatively approved in the first round, could maintain that approval throughout the licensing process. Regardless of a classification change.

We began licensing Marijuana Businesses in June 2020 and since that time, at least 3 retail businesses have changed their classification.

One of the other items I would like to point out is that license numbers change with the classification change. Our Licensing Program (Energov) does not allow for changes to a classification once it has been entered into the system, hence the reason that staff voids the older classification and creates a new version for the new classification. This in turn issues a new license number, which is consistent for all license types.

Office of Corporation Counsel

Jen Thompson, *Acting Corporation Counsel*

Michael Goldman, *Associate Corporation Counsel*

Kari L. Twaite, *Associate Corporation Counsel*



TO: Mayor Snyder and Members of the City Council
From: Jen Thompson, Acting Corporation Counsel
Date: Jun 15, 2022
Subject: Proposed Amendments to Chapter 35 of the City Code

Summary

Following a first read on May 16, 2022 and the postponement of the scheduled second read/public hearing from June 6 to Jun 22, 2022, on the Council's agenda is a public hearing and potential action on proposed amendments to Chapter 35 of the City's Code. The proposed amendments can be broadly grouped into two categories: 1. changes to Code language governing applications and licenses for marijuana establishments; and 2. changes to City requirements for security alarm systems in marijuana establishments. Both have been proposed by City staff.

What follows is a brief overview of both of the proposed changes for the Council's benefit as well as for the benefit of the public.

DISCUSSION

I. Proposed Changes to Licensing Provisions

The proposed change to Section 35-15 would expressly and unequivocally codify the City's practice of allowing an applicant/licensee to freely change the license classification they seek/hold, as long as the standards applicable to the new classification are also met. This practice is modeled after procedures adopted at the State level for review of liquor licenses and has been expressly adopted by the City when it conducts its review of liquor license applications. The City has similarly applied this approach to its review of applications for/renewals of licenses for marijuana establishments under Chapter 35.

In practice, the permissive approach to changes in license classifications works as follows: If an applicant or an existing licensee originally seeks a license to, for example, operate a medical marijuana retail business but, either after filing the application or after operating a licensed marijuana retail

business for some period of time, makes a business decision to change course and operate an adult use retail business instead, the City allows that change to be freely made. The City does not require that a wholly new application be filed for the new certification or that an entirely new review of the application be conducted. Instead, because the licensing standards for marijuana business license classifications are largely the same, in the interests of supporting businesses and streamlining the City's licensing practices while also ensuring safe and responsible operation, Permitting & Inspection staff allow a voluntary change in license classification so long as all applicable standards for the new classification are also be met. This practice represents a common-sense, pragmatic approach to business licensing. And, again, it is consistent with and modeled after the State of Maine's approach to liquor licensing.

Importantly, a conversion from medical use to adult use was expressly adopted and authorized under Section 35-14(7). With respect to a conversion in the opposite direction (from the more restrictive adult use to the less restrictive medical retail) the language of Ch. 35 is less clear. City staff have long understood that the reason for that is because the authority to allow a change from a more restrictive classification to a less restrictive classification is already allowed under the broad language of Ch. 15 and because that ability is allowed by right under the general principle that the "Greater Includes the Lesser." Under that principle, because any business meeting the criteria for more restrictive adult use license will have necessarily also met the lesser included standards for a medical use license, a change in the classification of license does not require additional review by the City. The rationale, of course, is that if the standards were met for adult use, the standards were necessarily also met for medical use.

Despite the City's long-standing practice of permitting conversions from more restrictive applications/licenses to less restrictive applications/licenses, recent litigation filed by Fire on Fore has brought to light the fact that there is confusion - at least among some - about the clarity of the language and City's authority to allow changes in license classifications. Specifically, Fire on Fore has appealed the City's approval of the medical use retail license granted to Silver Therapeutics of Portland on the grounds that Silver Therapeutics initially sought an adult use license but was permitted to change the license classification rather than being required to file an entirely new application.

The City has taken the position in the litigation that its approval of Silver Therapeutics' change in classification is authorized by language in Chapters 35 and 15. However, staff also recognize that litigating the meaning and application of the City's code is neither efficient nor the most effective way to achieve clarity about the policy objectives or regulatory requirements outlined in the City Code.

Therefore, in the interests of clearly and unequivocally codifying the licensing approach modeled by the State and long applied by City staff, this amendment would expressly provide that applications and licenses for marijuana retail businesses in the City may be changed from medical use to adult use and from adult use to medical use without the need to file an entirely new application. Further, in order to allow Silver Therapeutics to have the benefit of the change and the codification of the practice it relied on when it sought its license to operate, the change is proposed to be retroactive to May 18, 2020.

To the extent helpful, I support this proposed amendment. In my view, this change both codifies (more clearly) the City's long-time practice and would resolve pending litigation. This proposed language represents a practical and fair approach in that it provides businesses with the freedom to choose the nature of the establishments they wish to operate based on their own needs and interests while also ensuring that the purposes of oversight and licensure by the City - protecting public health and safety - are also met.

II. Security Alarm Systems in Marijuana Establishments

The proposed revisions to subpart (a) of Ch. 35-36 (Security Requirements) would remove the requirement to maintain a door and window burglary alarm system at all fixed marijuana business locations. These changes will mitigate costs to business owners and strain on the City's emergency resources by addressing false alarms.

The current version of subpart (a) requires these systems to be connected to an AES system that allows automatic, instantaneous transmission of an alarm signal directly to the City Dispatch Center. In practice, this has resulted in repeated false alarms when the system is triggered by slammed doors, street vibrations, and other interference. These alarms, while false, require a response from emergency services and result in a fee to business owners.

The proposed revision retains a requirement for an intrusion alarm system that includes a panic button that can transmit its signal via AES system. This allows marijuana businesses to call for immediate aid when necessary. However, because it requires business owners or staff to affirmatively trigger the request for assistance, it is much less prone to false alarms.

I hope this has been helpful. If there are any questions or concerns, I'll be happy to address them at the meeting on the 22nd.

8/8/2022 Comment on Chapter 35-14 Proposed Amendment (Marijuana Retail Store Licensing Process)

Public Comment inbox



'King, Hannah E.' via



Wed, Aug 3, 7:36 AM (1 day ago)



to publiccomment@portlandmaine.gov 

Mayor Snyder and City Councilors:

I represent Silver Therapeutics of Portland, LLC (“Silver”), which operates an adult use marijuana retail store at 370 Fore Street pursuant to a state and local license. Silver is majority owned by Maine residents including Adam Carofano. Mr. Carofano is a long-time member of Portland’s business community having owned and operated Awear, first on Exchange Street and then at Fore Street, in the City of Portland for over 20 years.

I am writing on behalf of Silver in support of the proposed amended to Chapter 35-14, attached, which is currently before the City Council. Importantly, the proposed amendment is not a substantive change. Instead, it is intended to ensure that the original intent of the City Council that adult use marijuana stores be able to convert to medical stores and medical marijuana stores be able to convert to adult use stores without having to apply for a new license. Adopting the proposed amendment will provide clarity and certainty to all applicants and licensees.

Silver complied with the licensing processes in Chapter 15 and Chapter 35, working closely with City staff and Associate Corporation Counsel during the process and relying on the City’s interpretation of its own ordinances; specifically, the provisions in Chapter 15 and Chapter 35 implementing the Council’s intent to allow an adult use marijuana retail store to convert to a medical marijuana store and vice versa without having to file a new license application. Despite that, both the City of Portland and Silver are spending significant resources to defend Silver’s local license from a challenge by Fire on Fore, which also holds a retail marijuana license from the City of Portland. In a lawsuit seeking to strip Silver of its local license, Fire on Fore is arguing that local law only allows for conversion one way—from medical to adult use—without a new license and that conversion from adult use to medical would require a new license. Fire on Fore’s interpretation is contrary to Chapter 15 and Chapter 35, the City’s licensing department’s past practice for licensing, the intent of the City staff and Associate Corporation Counsel who proposed the process for marijuana licensing to the City Council, and the original intent of the City Council. It would also have the absurd result of providing protections to

medical stores that want to convert to adult use, but denying similar protections to adult use stores wanting to transition to medical.

The intent of the proposed amendment to Chapter 35-14 is to, in the face of a lawsuit arguing that it is not clear, foreclose any doubt as to how the licensing process works for marijuana retail stores that want to convert from one type to the other (adult use to medical and medical to adult use). It is not unusual for a municipality faced with a lawsuit challenging an ordinance that those who proposed and adopted the ordinance believed to be clear, to make an amendment to clarify the ordinance and, because the amendment is simply clarifying the original intent, to make it retroactive. Byway of example, the Town of Windham recently did this. This is not unfair—what is unfair is an operator trying to shut down a competitor who relied on guidance from City staff in complying with the local ordinance. The proposed amendment will end wasteful litigation whose sole purpose is to gain a competitive advantage and create certainty and clarity both for Silver and its employees—who are currently faced with the anxiety of wondering if or when their job might be terminated via court order—as well as all applicants and licensees.

Attached please find a letter that provides important background information and rebuts Fire on Fore's dubious claims that the proposed amendment to Chapter 35-14 is not properly before the City Council or is somehow illegal.

I am happy to discuss this further either prior to or at the June 22 City Council meeting.

Thank you so much for your attention to this matter.

Best,

Hannah

 **BINGHAM
GREENEBAUM** Hannah E. King
Partner

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June 15, 2022

Mayor Kate Snyder and Portland City Council
389 Congress Street
Portland, ME 04101

Re: Amendments to Chapter 35 – Marijuana Business Ordinance

Dear Mayor Snyder and City Councilors

This firm represents Silver Therapeutics of Portland, LLC (“Silver”), a licensed adult-use retail store operating at 370 Fore Street. Silver is majority owned and controlled by Maine residents, including Adam Carofano, a long-standing member of Portland’s business community. Mr. Carofano owned and operated AWear in Portland, first on Exchange Street and then on Fore Street, for almost twenty years.

Silver submits these comments in support of the proposed amendment to Chapter 35 of the City Ordinance, which is proposed as Order 261-21/22 and is attached hereto (the “Proposed Amendment”), and in response to a letter submitted to the Mayor and City Council by Old Portland Development, LLC d/b/a Fire on Fore (“OPD”) dated June 2, 2022.

The Proposed Amendment clarifies the licensing and application process for cannabis retail stores under Chapter 35. But it is critical for the City Council to recognize that the Proposed Amendment is not a substantive change to the licensing process. Rather, the Proposed Amendment simply clarifies the universal understanding of that process proposed by City staff—one in which marijuana retail store applicants and licensees could change from a medical to adult use store and adult use to medical store without a new application or license—and adopted by the City Council. This is the process that the City Council and all stakeholders understood when Chapter 35 was originally enacted in 2018, and which City officials and staff have understood in implementing and enforcing the ordinance.

Background Facts

The City Council spent several years discussing and finally adopting a land use and licensing ordinance for marijuana establishments. As part of that process, City staff proposed a setback between marijuana stores. This proposal was based on a recommendation from staff at the City of Denver, who advised Portland City staff during a visit to consider a setback between stores to avoid “marijuana row”—marijuana stores taking over whole blocks—and ensure a diversity of uses in neighborhoods where marijuana retail stores are an allowed use. The City

Council adopted staff's recommendation, including a 250 foot setback between marijuana retail stores in Chapter 35.¹

In developing the licensing ordinance, City staff and the City Council discussed that marijuana retail store applicants and licensees may apply for or secure a license to operate one type of marijuana retail store, medical or adult use, but, for a variety of business reasons including the rapidly changing market and regulatory landscape, want to later change to the other type of retail store. Recognizing that from a land use perspective there was no meaningful difference between a medical marijuana retail store and an adult use marijuana retail store and wanting to preserve businesses' ability to make decisions about what market to participate in (decisions that could be critical to the businesses long term viability in an unpredictable and new market), City staff proposed a licensing process that would allow applicants and licensees to convert between adult use and medical marijuana stores without having to file a new license application. The conversion from medical (a less regulated use) to adult use (a more regulated use) would be governed by the language in Chapter 35, while the switch from adult use (a more regulated use) to medical (a less regulated use) would be governed by licensing standards in Chapter 15 and applied similar to liquor licensing where a change from a more regulated liquor license to a less regulated beer and wine license does not require a new license. The City Council adopted the City staff's proposal.

Both OPD and Silver, which are located with 250 feet of each other, filed license applications for an adult use marijuana retail store license during the summer of 2020 and were issued tentative approval by the City. In the fall of 2020, the City Council made the decision to exempt all pending applicants from the setback between marijuana stores. This allowed both Silver and OPD to proceed with their license applications despite their proximity to one another. One of the reasons the City Council elected to waive the setback for the first round of applicants, was that while some of the applicants were within the setback distance, they were sufficiently spread out so that there were no "marijuana rows" and their proximity to one another did not impact the diversity of uses in those neighborhoods. For example, Silver and OPD, although within the original setback distance of 250 feet from each other, share the block with the Mariner's Church Banquet Center, the Old Port Tavern, a spice and kitchen goods store, a pottery store, and a Thai restaurant.

Between August 2020 and November 2021, in working towards obtaining its final license, Silver invested significant resources in the buildout and installation of security.² In the fall of 2021, Silver decided to convert its application from an adult use marijuana retail store to a medical marijuana retail store. In reliance on the established understanding of the ordinance that such a conversion did not require a new application, as well as City staff's representations that

¹ The required distance between stores in Chapter 35 was changed from 250 feet to 100 feet by a subsequent citizen's initiative. That amendment went into effect in December 2020.

² Under the City's land use and licensing ordinance for marijuana retail stores, an applicant must have a lease or own the building and be fully built out, including the installation of expensive security equipment required by local and state law, before the City will issue a final marijuana establishment license. Accordingly, applicants invest significant amounts of money long before they are issued a final license.

the City interpreted Chapters 35 and 15 the same way, Silver made this change by amending its pending application. The City issued Silver a license for a medical marijuana retail store in November 2021.

OPD, sensing an opportunity to eliminate a nearby competitor, went looking for a legal technicality to undermine Silver's license. After the City granted Silver's medical retail application—because, again, the City has always interpreted Chapters 35 and 15 to not require a new license application for conversions in either direction—OPD challenged Silver's license in court.³ OPD's litigation focuses on a potential ambiguity in the technical legal text of Section 35-14, which the Proposed Amendment fixes. Specifically, OPD is asking a court to invalidate Silver's license arguing that the language in Chapter 35 only allows medical marijuana retail stores to convert to adult use marijuana retail stores without filing a new application and, because Silver was converting from adult use to medical and not the other way around, the City should have required Silver to file a new license application and that Silver's new application should have been denied because Silver's proximity to its own store violated the setback in the ordinance.

Response to OPD's Letter to Mayor Synder and City Council

OPD's letter opposing the Proposed Amendment is part of the same opportunistic project as its lawsuit, and its arguments are misleading and erroneous. OPD attempts to paint the Proposed Amendment as a piece of favoritism that is "unfair" to Portland's cannabis community. That has it exactly backwards. Silver relied on the City's interpretation of its own ordinance when it converted its application, and it would be unfair to pull the rug out from under Silver. The City Council should encourage such reliance, and foster a cooperative relationship between Portland's businesses and the officials who regulate them. OPD's litigious, zero-sum attitude is not conducive to a healthy business community.

Moreover, businesses benefit from clarity and consistency in the law. OPD suggests that the Proposed Amendment would harm Portland's cannabis community, but businesses need predictability and certainty in the City's licensing procedures. Further, OPD's interpretation of the ordinance—which is strained, inconsistent with the City Council's intent, and City staff's licensing practices and would be foreclosed by the Proposed Amendment—would harm some members of Portland cannabis community in that it would provide protections to medical marijuana retail store applicants and licensees that want to convert to adult use, but deny those protections for adult use marijuana retail store applicants and licensees that want to convert to medical. There is no legitimate policy rationale for such an approach and, in favoring one business type over another, OPD's interpretation would unnecessarily harm some members of the Portland's cannabis community. But, OPD does not care about the policy of the Proposed Amendment or Portland cannabis community; it is simply trying to kill a competing business. It is not surprising that the possible ambiguity was not identified until OPD began looking for a legal technicality. After all, lawyers are skilled at identifying possible ambiguities in ordinances.

³ The litigation is still pending.

But cleaning up ambiguities in the law, even when doing so will have the collateral consequence of ending a lawsuit, is the responsibility and duty of a legislative body.

The Proposed Amendment, by clarifying the original and universal understanding of Section 35-14, will end one wasteful lawsuit, but more importantly, it will avoid future litigation over the same ambiguity and allow small business owners to understand and rely on the law. It will also allow both OPD and Silver to continue to operate their respective businesses, business which have known that the other operator would be located in close proximity since summer of 2020. That is a good outcome for Portland's cannabis business community, and it is not favoritism; it is responsible governance.

In its letter, OPD also suggests that the Proposed Amendment is unlawful in several specific ways. OPD's arguments do not withstand the slightest scrutiny, and it will not take long to explain why. Silver submits the following comments regarding each of OPD's arguments in turn.

1. Chapter 9 of the City Code Does Not Apply Because the Proposed Amendment Does Not Repeal or Amend, or Even Affect, the 2020 Initiative.

OPD next argues that the Proposed Amendment would violate Chapter 9 of the City Code. Section 9-46 of the City Code states, "An ordinance enacted by a vote of the people at an initiative or referendum election shall not be repealed or amended for a period of five (5) years from the effective date of the ordinance, except by a vote of the people"

It is obvious that the Proposed Amendment does not "repeal or amend" the 2020 citizen's initiative, and Section 9-46 simply does not apply. The 2020 Initiative did two things: it (1) reduced the dispersal distance from 250 feet to 100 feet, and (2) removed the cap on the number of marijuana retail stores and dispensaries in the City. The Proposed Amendment has nothing to do with either of those amendments. The fact that the initiative altered language in Section 35-14 is irrelevant, because the Proposed Amendment does not touch that language. In other words, it is pure happenstance that the Proposed Amendment and the 2020 Initiative required changes to the same section. They have nothing to do with each other, and the Proposed Amendment plainly does not violate Section 9-46.

2. The Proposed Amendment Does Not Violate 30-A M.R.S. § 3007(6).

OPD's next argument, that the Proposed Amendment violates 30-A M.R.S. § 3007(6), stretches the bounds of plausibility. Section 3007(6) was passed in response to a 2004 decision of Maine's Law Court, which held that a municipality could retroactively nullify a previously-issued permit under certain circumstances.⁴ The statute is intended to provide businesses with a

⁴ *Kittery Retail Ventures, LLC v. Town of Kittery*, 2004 ME 65, 856 A.2d 1183; see Heather B. Sanborn, *Striking an Equitable Balance: Placing Reasonable Limits on Retroactive Zoning Changes After Kittery Retail Ventures, LLC v. Town of Kittery*, 58 Me. L. Rev. 602, 622 (2006) (criticizing the decision in *Kittery Retail Ventures*).

date certain on which their permits cannot be invalidated, in order to move forward with their projects, obtain funding, order inventory, and hire employees.

Again, Section 3007(6) simply does not apply to this situation. Nothing about the Proposed Amendment “nullif[ies] or amend[s]” anyone’s license. Silver has an adult-use retail license now, and it will still have that license if the Proposed Amendment goes into effect. OPD, too, has an adult-use retail license now, and it will still have that license if the Proposed Amendment goes into effect. The Proposed Amendment does not implicate, let alone violate, Section 3007(6).

3. The Proposed Amendment Does Not Infringe OPD’s Constitutional Rights

Finally, OPD suggests that the Proposed Amendment would violate OPD’s due process and equal protection rights. These arguments are, again, non-starters.

First, it is important for the Council to recognize that it is commonplace for litigation to prompt a legislative solution, and it is not unconstitutional for a “law of general applicability” to be “motivated by” an individual circumstance.⁵ And again, the Proposed Amendment is not special legislation—this is a general clarification of Section 35-14. All applicants and licensees under Chapter 35 are subject to the Proposed Amendment—which, again, clarifies the law. Clarity and predictability in the law are crucial, especially for businesses.

More specifically, the due process clauses of the Maine and United States Constitutions state that the government may not “deprive[] a [person] of life, liberty, or property interests” without due process.⁶ Again, the Proposed Amendment has no effect whatsoever on OPD’s “life, liberty, or property interests.” OPD has an adult-use retail license now, and it will have an adult-use retail license if the Proposed Amendment goes into effect. A court would reject such a claim out of hand. Additionally, as must be clear by now, the Proposed Amendment has a rational connection (clarifying the language of an ordinance) to a legitimate government interest (businesses’ reliance on the law). The Proposed Amendment certainly does not violate OPD’s due process rights.

Third, an equal protection challenge, under these circumstances, requires “(1) that similarly situated persons are not treated equally under the law, and (2) that the statute is not rationally related to a legitimate state interest.”⁷ The Proposed Amendment would apply equally to all license holders and applicants; in other words, the Proposed Amendment would apply

⁵ *Friends of Congress Square Park v. City of Portland*, 2014 ME 63, ¶ 15, 91 A.3d 601; see also *Bank Markazi v. Peterson*, 578 U.S. 212, 234 (2016) (stating that the Supreme Court and other courts “have upheld as a valid exercise of . . . legislative power diverse laws that governed one or a very small number of specific subjects,” and collecting cases).

⁶ *Doe I v. Williams*, 2013 ME 24, ¶ 61, 61 A.3d 718.

⁷ *Id.* ¶ 56 (quotation marks omitted).

equally to all “similarly situated persons.” Moreover, clarifying a potential ambiguity in the law is an eminently rational way to serve the state interest in predictability. A court would not waste time on OPD’s equal protection argument.

4. Conclusion

For the reasons outlined above, the Proposed Amendment plainly does not violate the law, and it would have the considerable benefit of making it easier for businesses and entrepreneurs to navigate Portland’s marijuana licensing process, and foreclosing wasteful litigation. And at risk of repetition, the Proposed Amendment does not even change the law, but only codifies the universal understanding of the law since Chapter 35 was originally enacted. Silver respectfully requests that the City Council approve the Proposed Amendment.

Sincerely,



Dentons Bingham Greenebaum LLP
Hannah E. King, Esq
Partner

HEK:lbo

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER (A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

**AMENDMENT TO PORTLAND CITY CODE CHAPTER 35
RE: PANIC ALARMS AND RETAIL LICENSE REVISIONS**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

*That the Portland City Code Chapter 35, Sections 35-14 and
35-36 are hereby amended to read as follows:*

35-14. Licensing Procedure.

...

(f) Allocation of retail licenses. Retail licenses shall be
considered as follows:

...

5. If the application is tentatively approved, the applicant will have one year from tentative approval to open the retail business, including obtaining all final state and local approvals, building permits and approvals, certificates of occupancy, and any other local approvals or permits necessary to operate~~criteria~~. If the applicant fails to meet the one-year deadline, it forfeits its tentative approval. The applicant may reapply, but any second or subsequent application will be treated as a new application. This paragraph shall not be construed to require a licensee to make retail sales.

...

7. ~~Except for licenses issued pursuant to Sec. 35-43(i)(1),~~
~~Licensees~~ who have a medical marijuana retail license may convert to an adult use retail license, so long as they meet the requirements for such license and pay the licensing fees. Licensees who have an adult use retail license may convert to a medical marijuana retail license, so long as they meet the requirements for such license and pay the licensing fees. ~~An applicant~~A

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...

35-36. Security Requirements.

All marijuana businesses must implement the following minimum security requirements, which shall also be incorporated into a security plan.

(a) Building security. All fixed locations for a marijuana business shall have the following:

1. Exterior lighting sufficient to deter nuisance activity and facilitate surveillance but not disturb neighbors.
2. A new or existing intrusion alarm system that is professionally monitored by a third party monitoring company and maintained in good working condition. The intrusion alarm system must include a panic button(s) that has the capability of transmitting its signal via City of Portland AES system directly to the City Dispatch Center.~~Door and window intrusion robbery and burglary alarm systems with audible and Police Department notification components that are connected to a new or existing AES system, and are professionally monitored and maintained in good working condition.~~
3. Interior electronic monitoring, video cameras, ~~and panic buttons.~~ Electronic monitoring and video camera recording records must be maintained for at least 14 days and must be made available to an authorized representative of the City upon request.

...

BE IT FURTHER ORDERED, that, notwithstanding the provisions of 1 M.R.S. § 302, the above amendment to Section 35-14 (Licensing Procedure) shall apply retroactively to include any and all actions and proceedings pending on May 18, 2020 or thereafter.

8/8/2022 Amendment to Chapter 35 - Clarification of Licensing Process for Converting from One Type of Marijuana Retail Store to Another

Public Comment inbox



'King, Hannah E.' via



Wed, Aug 3, 7:34 AM (1 day ago)



to publiccomment@portlandmaine.gov 

Mayor Snyder,

I hope all is well. As you know, I am the attorney for Silver Therapeutics of Portland, LLC (“Silver”) that spoke at the public hearing earlier this month on the attached amendment to Chapter 35 and was present, as you were, for the City Council’s deliberations in 2019 and 2020 on both the marijuana land use and licensing ordinance. First of all, thank you for your thoughtful attention to this matter. I know you have an executive session scheduled with the City Corporation Counsel tomorrow and just wanted to follow-up on a few points prior to that meeting. Please, of course, verify what I am saying with the Corporation Counsel, City Licensing Department staff, and any marijuana businesses that you speak with about this issue.

1. The Amendment does not change the licensing process; it simply makes the language describing the existing process clearer. It is Corporation Counsel and the City Licensing Department’s position that the existing ordinances (Chapter 15, the general licensing ordinance, and Chapter 35, the marijuana ordinance) already allow adult use marijuana retail stores to convert to medical marijuana stores and vice versa without requiring an entirely new license or license application (note that there is a process—an amendment to a license application or an application to renew the exiting license—it just does not require a new license or license application). Specifically, Chapter 15, the general licensing ordinance, which also applies to marijuana businesses and is cross-referenced in Chapter 35, provides generally that downgrade from a more strictly regulated license to a less strictly regulated license do not require a new license or license application. Adult use marijuana stores are more strictly regulated by the state than medical marijuana licenses, so under Chapter 15 going from an adult use retail store license to a medical marijuana store license would not require a new license. Because the City Council also wanted medical marijuana retail stores (a less regulated use) to convert to an adult use marijuana store (a more regulated use) without a new license—something that was not allowed under Chapter 15—they included the express language to allow for that in Chapter 35. They did not originally include language in Chapter 35 saying that an adult use store could convert to a medical store without a new license, because Chapter 15 already allowed for that and including it in Chapter 35 would be redundant.

This is why City staff allowed Silver to amend its pending license application to switch from adult use retail to medical retail—because their read of the ordinance, specifically Chapter 15, was that it allowed any applicant to switch from adult use to medical without filing a new application—not because of some sort of favoritism toward Silver.

The only reason that Corporation Counsel is proposing an amendment to Chapter 35 now to include new language is that a licensee, Fire on Fore, has sued the City arguing that the ordinance is not clear on that point. What that means is that if you do not adopt the amendment, the City will continue to implement the existing ordinance to allow for adult use and medical stores to convert without a new license. It is just that those decisions will be more vulnerable to legal challenge by competitors at unnecessary costs to small businesses and the city. The costs to defend a license are significant, for both the City and the operator, and could be particularly harmful to a small operator that may just have to shut down because they cannot afford to defend their license.

2. Allowing businesses to convert from adult use to medical and back without a new license benefits small businesses. Marijuana is an emergent and unpredictable market. Unlike other states, which allow stores to sell both medical and adult use marijuana, Maine businesses can only sell one or the other. Small businesses need to be able to pivot from adult use to medical and medical to adult use to protect themselves from market shifts. When you talk to marijuana businesses in town, ask them apart from the litigation, whether it would be important to them to have the option to switch between markets in the face of market downturn. If the answer is yes, which I expect it will be, this amendment will simply ensure that it is clear that they can do so.

3. The amendment does not favor one business. As discussed above, the amendment clarifies the existing licensing process available to all marijuana retail store applicants and licensees. All licensees and applicants, including Silver, have had the benefit of this process since the ordinance was passed, because City staff have interpreted and applied the ordinance to allow any applicant or licensee to convert between medical and adult and adult use and medical without having to apply for a new license. Even Fire on Fore converted from medical to adult use as the manager of the store explained at the public hearing. Clarifying the process that has been and will continue to be available to all applicants and licensees benefits everyone as it ensures that they will not have the risk of a lawsuit for converting between medical and adult use and vice versa.

I would think the business community in Portland would support City staff and the City Corporation Counsel working with businesses within the context of the ordinance to ensure they are successful. This is not favoritism toward the business that is assisted by

this, as any business is able to reach and work collaboratively with the City, it is reflective of a city that supports small businesses and is friendly to economic development.

4. AWear is the only long-standing Portland Business to open a marijuana business and all of the public comment against the amendment came from affiliates of Fire on Fore, who has filed a lawsuit trying to strip Silver of its license because they are a competing businesses.

As he mentioned in his public comment, Adam Carofano, one of the majority owners of Silver, owned and operated AWear, a small glass and hemp goods store, in Portland for 21 years. 15 years ago, during my 1L summer of law school, I worked behind the counter at AWear. My employment at AWear that summer allowed me to pay my rent while I interned for no pay with the Department of Environmental Protection. As far as I know, Silver is the only marijuana retail store licensee that operated a non-marijuana business in the city before marijuana licenses were available. All the other business, including Fire on Fore, came to Portland only once marijuana retail was allowed. While that is, of course, fine, Adam's commitment to Portland business community is notable. It was not wrong of City staff to work with Adam, again consistent with the licensing process in the ordinance, to help him be successful in his efforts to obtain a marijuana retail store license.

It is notable that all of the public comment against the amendment at the public hearing came exclusively from individuals directly related to Fire on Fore, which again, is a licensed retail store located across the street from Silver that rather than trying to compete on the free market with Silver, has sued the City to try and strip Silver of its license to operate despite both the City Corporation Counsel and the City Licensing Department explaining that the license was lawfully issued consistent with the ordinance.

Specifically:

- Legal counsel for Fire on Fore
- Fire on Fore's manager
- Fire on Fore's owner Tom Momorous
- Tom Momorous' mother Kelly Momorous
- A consultant for Fire on Fore

I know that as a member of the Mayor of Portland you are faced with many pressing issues. Both Silver and I, appreciate you taking the time to consider this issue.

I am happy to discuss this further or answer any questions that you might have.

Best,

Hannah

Hannah E. King

Partner

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[Bio](#) | [Website](#)

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BE IT FURTHER ORDERED, that, notwithstanding the provisions of 1 M.R.S. § 302, the above amendment to Section 35-14 (Licensing Procedure) shall apply retroactively to include any and all actions and proceedings pending on May 18, 2020 or thereafter.

MEMORANDUM
City Council Agenda Item

FROM: Tom Caiazzo

DATE: July 14, 2022

SUBJECT: Order 24-22/23 Approving the Contract between the City of Portland and the City Employees Benefit Association - Sponsored by Danielle P. West, Interim City Manager

SPONSOR: Danielle P. West, Interim City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 7/11/2022

Final Action 8/8/2022

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: Yes, corporation counsel has reviewed and approved the contract.

PRESENTATION: Tom Caiazzo will be available to

I. SUMMARY

II. AGENDA DESCRIPTION

This item approves the negotiated collective bargaining agreement between the City and the City Employees Benefit Association (CEBA) for the period of July 1, 2021 to June 30, 2024. This proposal is presented after previously receiving guidance from the City Council in executive session and after having reached a tentative agreement with the CEBA, which was voted on and approved by the members.

The tentative agreement provides for a 0% general wage increase for FY22 (due to CEBA employees taking their increase during the height of COVID where other unions agreed to forego that increase); a 2.5% general wage increase for FY23; and a 3% general wage increase for FY24. The proposal also increases night and weekend shift differentials at the Barron Center, and upgrades several positions in the pay plan to ensure that employees in those positions are paid competitively and in line with their peers who are performing comparable jobs. Finally, the proposal adds Juneteenth as a paid holiday, implements earned paid leave, and makes other minor adjustments in the agreement between the parties.

This item must be read on two separate days. It received its first reading on July 11, 2022. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The City Employees Benefit Association (CEBA) is the City's largest union and represents a wide range of employees across nearly all of the departments in the City. It includes support team workers and some nursing staff at the Barron Center; nearly all positions in the Permitting and Inspections and Parking Departments, as well as the Clerk's and Assessor's Offices; our recreation programmers, park rangers, and others in Parks and Recreation; and mix of positions in Public Works, and many other positions across the City. When fully staffed, CEBA would represent approximately 425 City employees.

The previous contract with CEBA expired on June 30, 2021.

The proposed contract provides for many wage and shift differential changes at the Barron Center positions to try to keep wages competitive with others in the long term care industry. It also upgrades several positions that were not competitive in the market and were under classified in the existing pay plan. All of the changes are intended to make the City a competitive employer in these areas.

This proposed agreement is presented after twice receiving guidance from the City Council in executive sessions and is in line with that guidance received. The tentative agreement was approved by CEBA members on June 9, 2022.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

To approve a competitive successor collective bargaining agreement, allowing the City to recruit and retain excellent employees.

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff has conducted a survey of other long term care facility and other industry wages and terms of work; negotiated diligently with CEBA; consulted the City Council for guidance on two occasions; and worked with the administration to arrive at a tentative agreement that is fair and competitive.

VII. RECOMMENDATION

To adopt the proposed agreement as presented.

VIII. LIST ATTACHMENTS

1. City EmployeesBenefit Association CEBA Contract 7.11.2022
2. CEBA 2021 CONTRACT WITH EDITS

Prepared by:

Tom Caiazzo

Date: 07/14/2022

Order 143-21/22

Passage: 9-0 on 2/28/2022

Effective 3/10/2022

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

**ORDER APPROVING THE
COLLECTIVE BARGAINING AGREEMENT WITH
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES (AFSCME) LOCAL 481-07 SUPERVISORS**

ORDERED, that the attached Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees (AFSCME) Local 481-07 Supervisors for July 2, 2021 through June 30, 2024, is hereby approved.

AGREEMENT BETWEEN
THE
CITY OF PORTLAND
AND
THE CITY EMPLOYEES' BENEFIT ASSOCIATION
AFSCME LOCAL 1373

July 1, 2019²¹ – June 30, 2021²⁴

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Appendix H	Code Enforcement Memorandum
Appendix I	Social Services Division Memorandum
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Appendix L	Standard Provisions of Four Day Work Schedule Agreements
Appendix M	Modified Work Schedule for Public Health Nurses Memorandum
Appendix N	Modified Work Schedule for Parking Garage Shift Leaders Memorandum
Appendix O	Modified Work Schedule for Inspections Memorandum
Appendix P	City Clerk Modified Work Hours – Vital Records Clerks and Election Assistants
Appendix Q	Health Plan Reserve Account

AGREEMENT

This Agreement made and entered into this 5th day of August, 2022 by and between the CITY OF PORTLAND, hereinafter referred to as "City" and Local 1373, American Federation of State, County, and Municipal Employees, AFL-CIO, Council 93, hereinafter referred to as the "Union".

1. PREAMBLE

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

2. RECOGNITION

- 2.1 The City hereby recognizes that the Union is the sole and exclusive representative of a Unit consisting of all permanent employees (as defined in Appendix A) working in the job classifications in the attached classification and pay plans (except those excluded by Chapter 9-A, Title 26, M.S.R.A. and excluding all temporary, seasonal, on-call, or probationary employees as defined below and in Appendix A) in the following Departments:

Assessors
City Clerk
Executive
Finance
Fire
Health and Human Services
Parks, Recreation and Facilities Management
Permitting and Inspections
Planning and Urban Development
Police
Public Works
Aviation and Transportation

- 2.2 The Union shall bargain for such permanent employees in the above unit with respect to wages, hours of work, working conditions, and all other terms and conditions of employment.
- 2.3 All new employees in permanently budgeted positions shall serve a probationary period

of six (6) months, and shall have no seniority, grievance, or other rights during this period, except as otherwise specifically provided in this Agreement. During the six (6) month probationary period, the appointing authority may remove the probationer at any time if his/her work or conduct are found below satisfactory standards. Notwithstanding the foregoing, probationary employees do receive holidays and earn vacation and sick leave during the probationary period, and can use vacation or sick leave, unless specifically prohibited by a section of the agreement.

- 2.4 Upon completion of the six (6) month probationary period, the probationary 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, ~~seasonal~~, or project employee, shall have such temporary, or project time credited against their probationary period.
- 2.5 Permanent part-time employees shall be covered by all of the provisions of this contract, and shall be entitled to benefits as outlined in Appendix A, which is attached hereto and incorporated herein.
- 2.6 The City shall provide the Union with a monthly listing of new employees and separated employees.

2.6.1 New Job Classifications: The City shall also notify the Union of new job classifications when created with a written position statement from the Human Resources Department as to the appropriate bargaining unit for such new classifications. If the Union disputes the position of the City, the Union shall within ten (10) business days of receiving the City's written position statement request a meeting in writing with the Human Resources Director, or designee, to discuss the recognition of the position relative to the bargaining unit. If the meeting does not resolve the dispute, the Union may request a Unit Determination review by the Maine Labor Relations Board in accordance with Maine revised statute, Title 26, Chapter 9-A. The City may advertise and fill the new position without delay while awaiting the Unit Determination ruling from the Maine Labor Relations Board. If the Union does not request a meeting within the aforementioned ten (10) business days, the recognition of the new classification and position by the City shall be deemed acceptable by the Union.

2.6.2 Reclassification of Existing Positions: For organizational and operational purposes, the City may modify and/or reclassify existing position(s) which may or may not affect their status within the bargaining unit or pay plan. Prior to implementation, the City shall provide a written statement (including job descriptions and other related/pertinent documentation) to the Union. If the

Union disputes the City's position, the Union shall within ten (10) business days of receiving the City's written position statement request a meeting with the Human Resources Director, or designee, to discuss the position relative to the bargaining unit and/or the reclassification(s)/modification(s). If the meeting does not resolve the dispute, the Union may pursue other dispute resolution means available, including, but not limited to, a review by the Maine Labor Relations Board or formal grievance process in Article 9. If the Union does not request a meeting within the aforementioned ten (10) business days, the recognition of the reclassification(s) or modification(s) by the City shall be deemed acceptable by the Union. In the event there is an existing employee in a position that gets reclassified under this section the employee shall not be required to serve another probationary period.

2.6.3 If there is more than one person in the job title of a position that is being reclassified then all individuals in that Division in the current job title who apply for the position that is being reclassified will be interviewed for the new reclassified position.

2.6.4 Notwithstanding the above, in the event the Union believes an employee(s) actual work is not in conformity with their job specification, the Union may request a position classification review through the Department of Human Resources.

- 2.7 The City and the Union agree to meet at reasonable times to discuss additions to and deletions from the recognition clause for possible changes in the recognition clause, and such changes will be by mutual agreement.

3. NO DISCRIMINATION BY PARTIES

- 3.1 Employees covered by the Agreement shall have all the rights afforded under Section 963 of Chapter 9-A, Title 26, M.R.S.A.
- 3.2 No employee shall be favored or discriminated against by either the City or the Union because of his or her membership or non-membership in the Union.
- 3.3 The parties to this Agreement agree that pursuant to State and Federal law and City Ordinance, they shall not unlawfully discriminate against any employees because of race, color, sex, sexual orientation, physical or mental disability, religion, age, ancestry, or national origin.

4. DUES DEDUCTION

4.1 Dues Deduction

The City shall deduct regular weekly dues, premiums for income protection insurance for employees participating in the AFSCME Income Protection Plan, as outlined in Article 15, INSURANCE, and service fees for Union representatives, if so authorized, upon receipt of a signed authorization form from members and a certified statement from the AFSCME Council 93 as to the amount for dues, fees, and premiums. The City shall also deduct premiums for other AFSCME Insurances as authorized, including dental, legal, life and vision. The signed authorization for deduction of dues or service fees shall be in the form attached hereto and marked Exhibit A. Said form shall include a provision that the deductions may be canceled only after fourteen (14) days written notice to the City. If the notice of cancellation is not revoked in writing by the member within said fourteen (14) day period, the City shall cease making deductions.

4.1.1 P.E.O.P.L.E. Deduction

The City agrees to deduct from wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the City and the Union. The City agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

4.2 Union Membership

4.2.1 For employees hired into a permanent position, said employees shall have 10 days after completion of their probationary period within which to join the Union or sign a non-member waiver form.

4.2.3 Upon receipt of a written authorization card from the employee, the City shall deduct the full Union dues as indicated.

4.2.3 Employees wishing to revoke their membership shall notify the City and the Union in writing thirty (30) days prior to the expiration of this agreement.

4.3 Amount of Dues

In the event of a change in the amount of dues or fees voted by the Union during the term

of this Agreement, AFSCME Council No. 93 shall so inform the Director of Human Resources of the City in writing. After receipt of same, dues or fees as therein noted shall be deemed to have been authorized to be withheld on behalf of the employees who had previously signed authorization forms as noted.

4.4 Dues Transmittal

The City shall forward all such dues and fees so collected to the AFSCME Council No. 93 **Boston Massachusetts Business Office at 8 Beacon Street, Boston MA. All dues and fees collected shall be submitted to AFSCME Council 93 utilizing electronic deposit with all member rosters emailed to duesrosters@afscme93.org.** ~~Augusta, Maine Office on or before the 15th of the month following the month in which they were collected from the employees.~~ Any premiums collected shall be forwarded directly to the insurance provider.

4.5 Indemnification

The Union shall defend, indemnify, and hold the City harmless against any and all claims or suits which may arise out of or result from the dues and fee deductions taken, or not taken, pursuant to this Article, and the transmission thereof to the Union, said indemnification to include all costs and attorney's fees resulting from any such claims or suits.

5. TIME OFF WHILE PERFORMING UNION DUTIES

- 5.1 The Chief Steward, or other authorized Union representative, shall be allowed time off, with pay, for meeting with City officials concerning Union business, provided, in the judgment of the City, said time off does not interfere with work flow requirements. The Chief Steward, or other authorized representative, shall not leave his/her regularly assigned work in order to investigate a grievance without first obtaining approval of their supervisor. Such approval shall not be arbitrarily denied.
- 5.2 The Chief Steward, or other authorized Union representative, shall be allowed time off, with pay, during his/her regular shift hours for investigating grievances, up to a maximum of one (1) hour per grievance, but not to exceed a total of three (3) hours per week, except with the permission of the Department Head or Deputy Department Head.
- 5.3 The City agrees to meet once per month with a Union Committee to discuss matters pertaining to non-grievable items not covered in this Agreement provided the Union Committee submits a written agenda of the items for discussion at least three (3) working days prior to the meeting date. Such meetings shall be held at mutually convenient times.

Whenever such meetings are held during normal working hours, the Union Committee shall be composed of not more than five (5) representatives. Of the five (5) Union Committee representatives, the Union President (or his/her designee) and the Union Chief Steward (or his/her designee) shall attend the meeting.

- 5.4 During the term of this Agreement, up to two (2) weeks shall be allowed off the job, without pay, for no more than two (2) Union representatives at one time, to attend any regional, state, or national meetings of the American Federation of State, County, and Municipal Employees. No time off shall be granted under this paragraph unless the Department Head or designee gives permission and determines there is sufficient staffing available for departmental operations. This provision does not limit the Union to select the same two (2) representatives for the several meetings, but the aggregate time allowed for leave shall not exceed twenty (20) work days during each calendar year.

6. MANAGEMENT RIGHTS

The City retains all right and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement.

7. DEPARTMENT RULES

- 7.1 The Union acknowledges the right of the City to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement.
- 7.2 The Unit President, the field representative for the Union, and the Chief Steward shall be supplied with a copy of the new or amended rule at least five (5) working days prior to the posting of the new or amended work rule on the bulletin boards.
- 7.3 When work rules are changed or amended or new rules are established, they shall be posted on all bulletin boards or in work areas for a period of ten (10) consecutive work days before becoming effective.
- 7.4 The City agrees to provide employees with an annual review of work rules when requested by the Union with copies forwarded to the Union.
- 7.5 Employees will comply with all existing rules which are not in conflict with the terms of this Agreement. Any complaint involving discrimination in the application of new or existing rules may be processed through the grievance procedure.

8. STRIKES, SLOWDOWNS, AND LOCKOUTS PROHIBITED

- 8.1 The Union agrees that during the term of this Agreement, neither it nor its officers or members will engage in, encourage, sanction, support, or suggest any (1) strikes, (2) slowdowns, (3) mass absenteeism, (4) mass resignations, or (5) picketing which would involve suspension of or interference with normal work of the Department or other City Departments, or (6) any other similar action which would involve suspension of or interference with the normal work of the department or other City Departments.
- 8.2 In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be discharged by the City. The City agrees not to engage in any lockout of employees during the term of this Agreement.

9. GRIEVANCE PROCEDURE

- 9.1 Should the Union, or an employee in the Unit, feel aggrieved concerning the interpretation or application by the City of any provision in this Agreement, the Union may seek adjustment of the grievance as follows:
- 9.1.1 The Union, through the Chief Steward, or other authorized Union representative, shall take up the grievance with the employee's Division Head. The Division Head shall respond to the grievance within ten (10) working days from the date the grievance was presented by the Union.
- 9.1.2 If the grievance is not resolved at Step 9.1.1, within ten (10) working days after receipt of the decision of the Division Head, the Union shall submit the details of such grievance in writing to the Department Head. Within twenty (20) working days thereafter, the Department Head or designee shall meet with the Union for the purpose of adjusting or resolving such grievance and shall provide a written decision within ten (10) working days of the date of the hearing.
- 9.1.3 If the grievance is not resolved at Step 9.1.2, within ten (10) working days after receipt of the written decision of the Department Head or designee, the Union representative may appeal to the Director of Human Resources by filing a written notice of appeal together with copies of the written grievance and the Step 9.1.2 decision. Within twenty (20) working days thereafter, the Director of Human Resources or designee shall meet with the Union for the purpose of adjusting or resolving such grievance and shall provide a written decision within ten (10) working days of the date of this hearing.

- 9.1.4 If the grievance is not resolved at Step 9.1.3, within fifteen (15) working days after receipt of the written decision of the Director of Human Resources or designee, the Union representative may appeal to the City Manager by filing a written notice of appeal together with copies of the written grievance and responses at Steps 9.1.2 and 9.1.3. Within thirty (30) working days thereafter, the City Manager or designee shall meet with the Union for the purpose of adjusting or resolving such grievance and shall provide a written decision within fifteen (15) working days of the date of the hearing.

9.1.5.1 Mediation

In the event that the decision of the City Manager rendered pursuant to Step 9.1.4 above is not acceptable to the Union, within fifteen (15) working days after receipt of the decision at Step 9.1.4 the Union may request in writing that the matter be submitted to mediation. If the parties agree that mediation is appropriate, a joint request to the Federal Mediation & Conciliation Service (FMCS) will be made. If mediation is (i) not requested; (ii) does not resolve the grievance, or (iii) the City declines to mediate then the parties may proceed to arbitration. The decision by either party to request or decline mediation in any grievance shall not be used or held against either party in any future grievance or arbitration, nor shall it establish any precedent.

9.1.5.2 Arbitration

In the event that the decision of the City Manager rendered pursuant to Step 9.1.4 above is not acceptable to the Union, and/or the parties have exhausted all remedies including Mediation as set forth in 9.1.5.1 above, within fifteen (15) working days after receipt of the decision at Step 9.1.4 or within five (5) working days after mediation has occurred, the Union may request in writing that the matter be submitted to arbitration. The City and the Union shall mutually agree upon an arbitrator when possible. In the event they are unable to agree upon an arbitrator within seven (7) days of the request for arbitration, the arbitrator shall be selected through the ~~American Arbitration Association~~ **Labor Relations Connection** in accordance with the rules of said Association then in full force and effect. The Union must submit a written arbitration request to the ~~American Arbitration Association~~ **Labor Relations Connection** within sixty (60) days of the date of the City Manager's decision; if they fail to do so, they have forfeited their right to pursue the grievance to arbitration. Thereafter, arbitration shall be had in accordance with the rules of the ~~American Arbitration Association~~ **Labor Relations Connection**. Said Arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement. The arbitrator's decision shall

be final and binding upon the parties hereto. The expenses of the arbitrator shall be borne equally by the parties.

- 9.1.6 The time limits for processing of grievances may be extended by written consent of the parties. Steps 9.1.1, 9.1.2 or 9.1.3 in the grievance procedure may be waived by written mutual consent of the parties. If any management person who is responsible for hearing a grievance at a higher level, attends a lower step grievance meeting, the union may elect to move the grievance to that level of the grievance procedure.
- 9.1.7 At Steps 9.1.2, 9.1.3 and 9.1.4 of the grievance procedure, the Department Head, Director of Human Resources, or City Manager may act through their Deputy, Assistant, or other duly authorized representative.
- 9.1.8 All grievances shall be commenced not later than thirty (30) days after the occurrence of the event giving rise to the grievance, or within thirty (30) days after the time such event became known to the employee or employees concerned, whichever shall be later.
- 9.1.9 Nothing in this Article shall diminish the right of any employee covered hereunder to present his/her own grievance as set forth in Title 26, Maine Revised Statutes Annotated up to and including the Manager's level.

10. SAVINGS CLAUSE

- 10.1 If any Article or section of this Agreement, or any riders thereto should be held invalid by operations of law or by any tribunal of competent jurisdiction, or if compliance with the enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or any riders thereto shall not be affected thereby.
- 10.2 Within 30 days after the expiration of the time for appeal from a final decree of a court of competent jurisdiction and no appeal having been filed, the City and the Union agree to meet to negotiate in regard to the specific Article, section, or rider held invalid by the court. This exception to Article 40, Embodiment, shall not be construed as limiting or otherwise modifying such Article 40, except as herein stated. The parties shall be required to negotiate only as to the specific Article, section, or rider declared invalid, and shall not be required to negotiate while any appeals of a decision are pending, but may do so upon mutual agreement.

11. WAGES AND SALARIES

- 11.1 All employees will be paid in accordance with the seniority step plan attached as Appendix B-2 and incorporated herein except those employees who are paid in accordance with a market pay plan.

General wage increases are as follows:

Effective July 74, 2019 2021 employees shall receive a 2.5% 0% increase to base wages in all classifications.

Effective July 53, 2020 2022 employees shall receive a 2.75% 2.5% increase to base wages in all classifications.

Effective July 2, 2023 employees shall receive a 3.0% increase to base wages in all classifications.

- 11.2 Employees in job classifications covered by market rate pay plans shall be paid in accordance with those attached pay plans for the term of this Agreement.
- 11.3 Wages of permanent part-time employees shall be based upon the seniority step pay plans but such employees' base weekly wages shall be pro-rated on the basis of a forty (40) hour work week for Barron Center RN's and LPN's. The pro-ration shall be on the basis of 37.5 hours for all other classifications.
- 11.4 Retroactive general increases and step increases will be paid to active employees and retirees as of the date of signing of this Agreement, for the period beginning on July 7, 2019 July 4, 2021 through the date of signing (the "period of retroactivity"). Retroactive pay will be determined by multiplying the difference between the employee's base wage as determined by the appropriate Appendix 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 his/her time in each position.
- 11.5 Except as provided below in 11.6 and 11.7 placement of new hires on the appropriate salary schedule may be up to the one (1) year step at the sole discretion of the City Manager. If new hires are so placed by the City Manager, other employees in the same classification shall not be paid at a lower rate than the new hire(s). **The Union shall be notified of any new hire, so placed by the City.** The new hire's anniversary date for the purpose of step increases shall be the permanent date of hire. Employees hired at a higher rate shall not have their rate of pay reduced in the event the City Manager subsequently decides to discontinue hiring at this higher rate.

11.6 **Effective July 3, 2022**, the Barron Center may hire **new CNAs, Licensed Dietetic Technicians, RNs, LPNs, Support Team Workers, Laundry Operators, Cafeteria Cooks, Food Preparation Workers and Cook I's** at the step in the pay plan that recognizes prior **health care experience and/or licensing in an organization** that the City considers to be comparable to the Barron Center **as outlined in 11.6.1, 11.6.2, 11.6.3 and 11.6.4.** ~~except that the employee may not be placed above step 5 in the appropriate pay plan. Examples of applicable organizations include: short term rehabilitation facilities, home health organizations serving a senior population, acute and non acute care hospital settings.~~ **Effective July 3, 2022**, current Barron Center employees in **11.6.1, 11.6.2, 11.6.3 and 11.6.4** ~~these classifications~~ will receive similar credit for their experience **and/or licensing** prior to being hired for the Barron Center ~~except that they will not be placed above step 5.~~ New hires and current employees are responsible for providing the City with documentation of prior **health care** experience **and/or licensing** prior to receiving advance pay placement. Subsequent step movement will be based on this initial service credit plus permanent continuous service with the City in the same classification. This advanced placement is for pay purposes only and does not affect any other benefits, including seniority.

11.6.1 ~~The above provision also applies to CNA's and RN's hired by Elder Services for the Adult Day Care Program.~~ **The Barron Center may hire new CNAs up to the eight (8) year step in the appropriate pay plan based on prior experience as a licensed CNA care provider. Prior experience will be determined by crediting one (1) year for every one (1) year of prior experience as a licensed CNA care provider. This provision also applies to CNAs hired by Elder Services for the Adult Day Care Program. The Union shall be notified of the placement of any new hire, so placed by the Barron Center.**

11.6.2 The Barron Center may hire new LPNs up to the eight (8) year step in the appropriate pay plan based on prior experience as a licensed LPN and CNA care provider. Prior experience will be determined by crediting one (1) year for every one (1) year of prior experience as a licensed LPN care provider and by crediting one (1) year for every two (2) years of prior experience as a licensed CNA care provider.

11.6.3 The Barron Center may hire new RNs up to the eight (8) year step in the appropriate pay plan based on prior experience as a licensed RN, LPN and CNA care provider. Prior experience will be determined by crediting one (1) year for every one (1) year of prior experience as a licensed RN care provider and by crediting one (1) year for every two (2) years of prior experience as a licensed LPN and CNA care provider. This provision also applies to RNs hired by Elder Services for the Adult Day Care Program. The Union shall be notified of the

placement of any new hire, so placed by the Barron Center.

11.6.4 The Barron Center may hire new Support Team Workers, Laundry Operators, Licensed Dietetic Technicians, Cafeteria Cooks, Food Preparation Workers and Cook I's up to the six (6) year step in the appropriate pay plan based on prior experience that the City considers to be comparable to the Barron Center. Prior experience will be determined by crediting one (1) year for every one (1) year of prior experience. The Union shall be notified of the placement of any new hire, so placed by the Barron Center.

- 11.7 The City may hire employees in classifications other than those listed in 11.5 and 11.6 and credit them with prior experience up to the **step two (2) year step** on the appropriate salary grade for similar work with similar scope and responsibility and that requires similar licenses and/or credentials providing they meet all of the City's requirements for the positions. The City may exercise this option at its discretion in those cases where there are no CEBA employees applying for the position. In those cases where the City does exercise this option for a new hire, other employees in the same classification shall not be paid at a lower rate than the new hire ~~provided those employees have the required licenses, credentials and experience and meet all of the City's requirements for the position. The Union shall be notified of the placement of any new hire, so placed by the City.~~ New hires will be required to provide documentation of their prior relevant experience prior to receiving advanced pay placement and subsequent step movement will be based on this initial service credit plus permanent continuous service with the City in the same classification. This advanced placement is for pay purposes only and does not affect any other benefits, including seniority.
- 11.8 The City has implemented a paperless pay stub system. All current and newly hired employees will have mandatory direct deposit for all monies owed by the City. If an employee opts for the re-loadable debit card, the debit card will be supplied and replaced at no cost to the employees.

12. OVERTIME

- 12.1 This section is intended to provide a basis for calculation of any payment of overtime. The regular rate of pay for overtime purposes shall be the base wages plus any differentials and stipends paid to the employee.
- 12.2 An employee's normally scheduled hours of work shall constitute a day's work and an employee's normally scheduled hours of work shall constitute a week's work at base hourly rates of pay.

12.3 Except as provided for part-time employees, a monetary rate of one and one-half (1 1/2) times the regular hourly rate shall be paid for all work performed by employees covered by this Agreement during the work week in excess of forty (40) hours per week or eight (8) hours per day, but not for both; provided, however, that payment shall be made only for hours worked in excess of forty (40) per week under the circumstances described in Section 12.12 below. Part-time employees, except as provided in Appendices F, I, J, K-1 and L, will be paid overtime at the time and one-half (1 1/2) rate only after they have worked in excess of forty (40) hours per week or in excess of both their regularly scheduled work day and in excess of eight (8) hours that day.

12.4 With the concurrence of the Department Head and the employee, compensatory time off at a time and one-half rate may be provided in lieu of the monetary overtime payment, when approved overtime is voluntary.

12.4.1 If involuntary overtime is required for the titles listed below, compensatory time off at a time and one-half rate may be provided in lieu of the monetary overtime payment, at the discretion of the employee.

- Parking Control Officer
- Code Enforcement Officers
- Certified Code Enforcement Officers
- Code Enforcement Officers/Plan Reviewers
- Code Enforcement Officer/Electrical
- Network Operations Specialists (IT Division supporting Public Safety operations)
- Help Desk Specialists (IT Division supporting Public Safety operations)
- Note: IT Division employees listed above who have not accrued the maximum vacation leave allowable will be eligible for this provision. Otherwise, IT employees who are at the maximum vacation leave accrual must get approval from the Department Head to get compensatory time off at a time and one-half rate in lieu of the money overtime payment.

12.4.2 No employee may accrue more than eighty (80) hours of such compensatory time and its use shall be scheduled in the same manner as vacation leave.

12.5 For the purposes of this section, "Hours Worked" shall mean only one of the following:

- 12.5.1 Hours actually worked.
- 12.5.2 Hours compensated for by holiday base pay.
- 12.5.3 Hours compensated for by bereavement leave.

- 12.5.4 Hours compensated for by vacation pay.
- 12.5.5 Hours compensated for by compensatory time off.
- 12.6 For the purposes of this section, "Hours Worked" shall not include:
 - 12.6.1 Hours compensated for by holiday premium pay.
 - 12.6.2 Hours compensated for by call-back pay.
 - 12.6.3 Hours compensated for by jury/witness pay.
 - 12.6.4 Hours compensated for by reserve service leave.
 - 12.6.5 Hours compensated for by sick leave pay.
 - 12.6.6 Hours compensated for by personal leave pay.
- 12.7 Department Heads will discuss distribution of overtime with the Union upon request.
- 12.8 When overtime work is necessary, the City will make every reasonable effort to distribute overtime equally among the regular, full-time employees in the Department, provided the employee is capable of performing the work. However, the City will not make such reasonable effort in cases where employees cannot be reached by telephone or in cases where employees refuse overtime work. The City will make available information on overtime distribution at the request of the Union and shall post overtime accumulations by Department and Division on a weekly basis. The symbols used in posting overtime shall be:
 - S = Sick
 - V = Vacation
 - Hours/R = Refused
 - N = No answer
 - HR = So many hours refused
 - NP = No phone
 - Overtime chart total column - total lost hours posted
- 12.9 If the Union believes that the City is not making every reasonable effort to distribute overtime equally and make accurate postings, then, upon request, the City will meet with officers of the Union to discuss Union suggestions for the improvement of the City's procedure.
- 12.10 The City agrees to keep a Departmental list of employees who are on call during the work week and weekend for the purpose of working overtime. The overtime list will be rotated so that an equal distribution of overtime will be afforded all employees. A refusal of overtime by an employee will be permitted only when said refusal is given no later than the noon hour of the work day prior to the call in. An employee refusing to work overtime,

after giving proper notice, will be noted and rotated to the bottom of said list. An employee not giving proper notice of refusal of overtime will (1) be rotated to the bottom of the overtime list, and (2) have the hours not worked calculated in said employee's total overtime hours.

12.11 Call-Back Pay

Employees called back to work shall receive a minimum of three (3) hours **at one and one half (1-1/2) times their regular hourly rate** for the work for which they are called back. This provision shall apply when employees are called back to work at least one and one half (1-1/2) hours prior to the beginning of the work shift. This provision does not apply to scheduled overtime.

12.12 Notwithstanding 12.3 above, if an employee uses sick time at the start of or during his/her regular shift after working eleven (11) consecutive hours or more, then the overtime shall be paid at a straight time rate for the number of hours equivalent to the number of sick hours used.

12.13 During the winter period employees in the Public Works Department, the Parks, Recreation and Facilities Management Department and the Parking Division may be required to assist with snow removal and related activities during their regular working hours. Barron Center employees who volunteer to participate in winter operations as part of the Barron Center Storm Team will be included in 12.14.2 and 12.14.3.

12.14 Volunteers may be solicited prior to the beginning of each month during this period. The Barron Center will solicit volunteers at the beginning of winter operations for the entire season.

12.14.1 Unit employees who participate in the winter operations rotation will receive **the Labor & Trades hourly rate (at their current step rate) for all hours worked as a storm team member.**

12.14.2 Employees who participate in winter operations or a member of the Storm Team who are not otherwise eligible for a boot allowance will receive a one hundred sixty dollar (\$160) initial boot allowance, after completion of the six (6) month probationary period. Replacements will be on an "as needed" basis as determined by the Department Director or designee.

12.14.3 Employees who participate in winter operations or a member of the Storm Team are eligible for a ten dollar (\$10.00) meal allowance or a meal

provided after working twelve (12) consecutive hours including meal period and rest breaks.

- 12.15 During the winter period, and for other emergencies as declared by the City Manager, Police Chief, Fire Chief, Director of Public Works, or their designee(s), Parking Control Officers will place enforcement signs and assist with traffic control, as needed on an involuntary overtime basis. This overtime will be offered in order of seniority on an "as-needed" basis with a rotating force procedure being utilized when necessary beginning with the least senior Parking Control Officer in the Division. When appropriate, all provisions of Article 12.11, Call-Back Pay, shall apply.
- 12.16 For purposes of this article, the winter period is defined as November through in April.
- 12.17 Code Enforcement Officers, Certified Code Enforcement Officers, Code Enforcement Officers/Plan Reviewers and the Code Enforcement Officer/Electrical shall perform inspections as needed and required by the Department Head, or Designee, on an involuntary overtime basis, including evenings, weekends and holidays. When appropriate, all provisions of Article 12.11, Call-Back pay, shall apply.
- 12.17.1 Effective April 2017, a rotating list will be kept amongst the Associate Engineers listing the least senior person first. If the Associate Engineer working the project declines overtime for the project they are assigned to, then the employer shall offer overtime to the remaining Associate Engineers. If there are no volunteers, then the first person on the list will be mandated to work the overtime. This list will continue to rotate as Associate Engineers are mandated to work the overtime.
- 12.18 Network Operations Specialists and Help Desk Specialists in the IT Department shall be required to work periods of involuntary overtime to provide second shift coverage supporting Public Safety operations when employees on regularly scheduled second shift are unable to provide two (2) weeks advance notice, including, but not limited to, the use of sick leave, personal leave, vacation leave, other approved leave, and for unforeseen emergency events, as determined by the Department Head or designee. See Appendix G, part b for operational guidelines.
- 12.18.1 Notwithstanding 12.18 above, Network Operations Specialists, Help Desk Specialists and other employees in the IT Department shall be required to work periods of involuntary overtime as determined by the Department Head or designee, to provide emergency support for Public Safety Operations.

13. HOLIDAYS:

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

- | | |
|---|---|
| 1. New Year's Day | 9. Columbus Day Indigenous Peoples' Day |
| 2. Martin Luther King Jr. Day | 10. Veterans Day |
| 3. President's Day | 11. Thanksgiving Day |
| 4. Patriot's Day | 12. Day following Thanksgiving Day |
| 5. Memorial Day | 13. Christmas Eve (1/2 day except as noted below) |
| 6. Juneteenth (June 19th) | 14. Christmas Day |
| 7. Independence Day | |
| 8. Labor Day | |

13.1.2 Compensation of permanent full-time employees who work a 5-day Monday through Friday schedule, for the holidays listed above is described in paragraphs 13.2. Compensation of permanent full-time employees who work a 7-day coverage schedule is described in paragraph 13.3. Holiday payment for permanent full-time employees who work a modified schedule is defined in the Memorandums of Agreements that outline the terms and conditions of that schedule. Compensation for permanent part-time employees for the holidays listed above is described in paragraph 13.4, Appendix A, Appendix F, and Appendix I and K-1.

13.1.3 In addition to the holidays listed above in 13.1.1, ~~and 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 or resolution of the City Council of the City of Portland shall be allowed as an additional holiday.

13.1.4 During the weeks of Thanksgiving, Christmas and New Year's the schedules of Barron Center nursing and ancillary staff (laundry, housekeeping, nutrition and maintenance employees) may be adjusted in accordance with Division policy and with long-standing mutually agreed to practice. The schedule for these holiday weeks will be posted in accordance with the notice requirements of 17.2.

13.2 Permanent Employees Working as Monday through Friday Work Schedule

13.2.1 Payment for full-day holidays under this Article shall be made on the observed, not the actual, holiday. If any of the above full-day holidays falls on a Sunday, the following Monday shall be the observed holiday. If it falls on a Saturday, the

preceding Friday shall be the observed holiday. Employees will receive regular holiday pay equal to the hours they would normally work that day of the week. Employees who work on the holiday will receive additional compensation as outlined in 13.5.

13.2.2 Permanent full-time employees receive a half day Christmas Eve holiday in those years that December 24th falls on a Monday, Tuesday, Wednesday or Thursday. The second half of the employee's shift is the holiday period. The employee will receive regular pay for the second half of the shift; if the employee works the second half of the shift, s/he will also receive holiday premium pay as outlined in 13.5. If December 24th is not a regular work day for the employee, the employee will receive a holiday credit of four (4) hours to be cashed in that week or used at a later date (3.75 hours for employees who work a 37.5 hour per week schedule).

13.2.3 For permanent full-time employees, full-day holidays that fall on an employee's regularly scheduled day off, he/she may elect to receive one of the following: a holiday credit of eight (8) hours, or eight (8) hours of straight time pay during the week in which the holiday occurs, or a day off with pay in the same work week as the holiday on the day prior to or the day after (7.5 hours of holiday credit or straight time pay for employees who work a five day 37.5 hour work week).

13.2.4 If an observed full-day holiday occurs during the work week in which an employee is actually on scheduled vacation, the employee will not be charged a vacation day for the day of the observed holiday. In the case of Christmas Eve falling during an employee's vacation week, vacation will be charged for the first half of the employee's regular hours on Christmas Eve but not the second half of the shift, which will be paid as regular holiday pay.

13.3 Permanent Employees Working a Seven-Day Coverage Schedule

13.3.1 Seven-day coverage employees are those employees who work a 5-day schedule that is not a Monday through Friday schedule.

13.3.2 Payment for New Year's Day, July 4th, and Christmas Day shall be on the actual, not the observed, holiday for seven-day coverage employees. Payment for Veterans Day shall be on the actual, not the observed, holiday for seven-day coverage employees. Payment for all other holidays shall be on the observed holiday.

13.3.3 If one or more of the actual, full-day holidays listed above in paragraph 13.1.1 falls on an employee's scheduled day off, the employee has the options described in

13.2.3 above. The provisions of 13.2.3 are also applicable if the employee is not regularly scheduled to work on the observed date on one or more of the holidays not specifically listed above.

13.3.4 Permanent, full-time employees receive a half-day holiday on Christmas Eve in those years that December 24th falls on a **day that the employee is regularly scheduled to work.** ~~Monday, Tuesday, Wednesday or Thursday.~~ The second half of the employee's shift is the holiday period. The employee will receive base pay for the first half of the shift; if the employee works the second half of their scheduled shift s/he will also receive holiday premium pay as outlined in 13.5. If December 24th is not a regular work day for the employee, the employee will receive a holiday credit of four (4) hours to be cashed in that week or used at a later date (3.75 hours for employees who work a 37.5 hour per week schedule). In the case of Christmas Eve falling during an employee's vacation week, vacation will be charged for the first half of the employee's regular hours on Christmas Eve but not the second half of the shift, which will be paid as regular holiday pay.

13.4 Permanent Part-Time Employees

13.4.1 Except as provided in 13.4.1.1 below, part-time benefit eligible employees receive base holiday pay only if the holiday falls on a day the employee is regularly scheduled to work. The amount of holiday pay will be based on the number of hours the employee would normally be scheduled to work on that day of the week.

13.4.1.1 During the weeks of Thanksgiving, Christmas and New Year's the schedules of the Barron Center nursing and ancillary staff may be adjusted as outlined in 13.1.4. During these specific weeks, the eligibility of part-time employees who work in nursing or in the ancillary services (laundry, nutrition, maintenance, housekeeping or switchboard personnel) will be based on their schedule for that week.

13.4.2 Part-time employees who work on a holiday receive holiday premium pay, as outlined in 13.5 below, for the actual hours worked on the holiday.

13.4.3 Part-time employees do not receive any additional pay, comp time, or additional time off when a holiday falls on the employee's scheduled day off.

13.5 Holiday Premium Pay

13.5.1 Employees who work during the twenty-four (24) hour span of a holiday period as defined by this Article, or in the case of Christmas Eve, during the second half of the employee's regular work shift, shall be entitled to regular pay, plus one of the following for all hours worked during the normal work shift of that employee:

- a. one and one-half times their hourly rate; or,
- b. compensatory leave earned at the time and one-half rate.

The twenty-four (24) hour span for any overlapping shift starts at the beginning of the shift.

This premium holiday pay is in addition to regular holiday pay described above in paragraphs 13.2.1, 13.2.2, 13.3.2, 13.3.4 and 13.4.1.

13.5.2 Any hours worked in excess of the length of the employee's normal work shift during the above-described holiday period shall be compensated at a rate of two (2) times the employee's regular hourly rate providing the hours also exceed 7.5 consecutive hours (8 consecutive hours for RN's and LPN's). The substitution of compensatory leave for cash under this provision shall be the employee's option, subject to the approval of the employee's Department Head. No more than eighty (80) hours of compensatory leave may be accrued by an employee under this provision and its use shall be scheduled in the same manner as vacation leave is scheduled.

14. VACATIONS

14.1 Subject to the limitation on accumulation and earning of vacation leave set forth in Subsection 14.4, vacation leave shall be earned beginning with the first payroll week that the employee is first covered by this Agreement. Other non-bargaining unit employment with the City will be credited provided it is consecutive City service.

14.2 Except as provided in 14.2.1 for Barron Center employees, vacation leave shall be earned by permanent full-time employees at the rate of ~~1.54~~ .77 hours per week in the first through the second year of service (~~1.44~~ .72 hours for employees whose standard hours are 37.5 per week); ~~2.31~~ 1.54 hours per week in the third through sixth year of service (~~2.16~~ 1.44 hours for employees whose standard hours are 37.5 per week); and ~~3.08~~ 2.31 hours per week in the seventh and each succeeding year of service (~~2.88~~ 2.16 hours for employees whose standard hours are 37.5 hours per week. Vacation leave shall be earned by permanent full-time employees at the rate of ~~3.85~~ 3.08 hours per week in the twentieth and succeeding years of service (~~3.60~~ 2.88 hours for employees whose standard hours are 37.5). The weekly earnings rate shall be adjusted in the final week of the

calendar year in accordance with annual accrual amounts of ~~80~~ 40 hours, ~~120~~ 80 hours, ~~160~~ 120 hours and ~~200~~ 160 hours (~~75~~ 37.5 hours, ~~112.5~~ 75 hours, ~~150~~ 112.5 hours and ~~187.5~~ 150 hours for employees whose standard hours are 37.5 per week). The year end adjustment for employees who have not been employed as a permanent employee for the full calendar year will be based on a pro-ration of these annual amounts.

14.2.1 Vacations shall accrue according to the following schedule:

0 - 3 years - ~~2~~ 1 weeks - ~~1.54~~ .77 hours (40 hour schedule) or ~~1.44~~ .72 hours (37.5 hour schedule)
3+-5 years - ~~3~~ 2 weeks - ~~2.31~~ 1.54 hours (40 hour schedule) or ~~2.16~~ 1.44 hours (37.5 hour schedule)
5+- 9 years - ~~4~~ 3 weeks - ~~3.08~~ 2.31 hours (40 hour schedule) or ~~2.88~~ 2.16 hours (37.5 hour schedule)
9+ years - ~~5~~ 4 weeks - ~~3.85~~ 3.08 hours (40 hour schedule) or ~~3.61~~ 2.88 hours (37.5 hour schedule)

The weekly earnings rate shall be adjusted in the final week of the calendar year in accordance with annual accrual amounts of ~~80~~ 40 hours, ~~120~~ 80 hours, ~~160~~ 120 hours and ~~200~~ 160 hours (~~75~~ 37.5 hours, ~~112.5~~ 75 hours, ~~150~~ 112.5 hours and ~~187.5~~ 150 hours for employees whose standard hours are 37.5 per week). The year end adjustment for employees who have not been employed as a permanent employee for the full calendar year will be based on a pro-ration of these annual amounts.

14.3 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.

14.4 Employees may accumulate earned vacation time on the following basis:

14.4.1 All employees hired prior to January 1, 1979 may accumulate up to a maximum of 240 hours of vacation leave.

14.4.2 All employees hired on or after January 1, 1979 may accumulate up to a maximum of ~~160~~ 200 hours of vacation leave. **However, the payout for vacation leave for this section will be a maximum of 160 hours.**

14.4.3 In the event that an employee has accumulated the maximum amount of leave including time converted from sick leave to vacation leave pursuant to Article 20.3, Conversion of Sick Leave, such employee shall not earn any additional vacation

leave. The employee will begin earning vacation leave again in the week in which the earned leave drops below the maximum, but such earnings shall not be retroactive.

- 14.5 Vacations shall be scheduled by the Department Head so as not to interfere with normal work-flow requirements as determined by said Department Head. Subject to the foregoing, seniority of employees within division will be the basis for scheduling vacations.
- 14.6 Employees may use accumulated vacation days on a single day or hourly basis, provided that the request has been made prior to noon of the preceding workday and has been approved by the Department Head or his designee.
- 14.7 Employees shall be compensated for all accumulated vacation leave at the time of separation subject to the limitation on the maximum accumulation outlined in **14.4.1 and 14.4.2.**
- 14.8 Vacation Call-In Pay

An employee who is actually on scheduled vacation and is called in to work once the vacation has started shall be paid a rate of two and one-half (2-1/2) times the employee's regular hourly rate for all hours worked during the employee's normal work shift. Any hours worked in excess of the length of the employee's normal work shift during vacation call-back time shall be compensated at a rate of three (3) times the employee's regular hourly rate. In addition, the employee called in from vacation time shall have time lost from vacation rescheduled according to the manner set forth in this section, provided that the rescheduling does not interfere with another employee's scheduled vacation, who is in the same job classification.

14.9 **Earned Paid Leave**

14.9.1 Upon execution of this Agreement and pursuant to 26 M.R.S. Sec. 637, employees

will accrue one (1) hour of Earned Paid Leave (EPL) for every forty (40) hours worked and shall be subject to the City's personnel policies regarding EPL. EPL shall be credited and posted on a weekly basis.

14.9.2 Employees may accumulate up to a maximum of forty (40) hours of EPL in a calendar year. Unused EPL hours will roll over from one calendar year to the next,

but employees will not be awarded more than 40 hours in a calendar year, including hours that are rolled over.

14.9.3 EPL may be used for 1) an emergency, illness, or sudden necessity; or 2) any reason other than emergency, illness, or sudden necessity, including vacation or personal time. Where EPL is taken for an emergency, illness, or sudden necessity, the employee must make a good faith effort to provide as much notice as is feasible under the circumstances, and in accordance with the Department's regular procedures. Where EPL is taken for any reason other than emergency, illness, or sudden necessity, an employee must request to take EPL in accordance with the Department's regular procedures as outlined in article 14.5.

14.9.4 Employees hired prior to January 1, 1979 shall be compensated for all accumulated vacation leave and EPL at the time of separation with a combined maximum payout of 240 hours. Employees hired on or after January 1, 1979 shall be compensated for all accumulated vacation leave and EPL at the time of separation with a combined maximum payout of 160 hours. Any accrued EPL over these amounts is forfeited at the time of termination of employment.

14.9.5 If at any time Maine's EPL law is rescinded, employees shall not earn any additional EPL and vacation leave accrual rates will be restored as follows:

Except for Barron Center employees, vacation leave shall be earned by permanent full-time employees at the rate of 1.54 hours per week in the first through the second year of service (1.44 hours for employees whose standard hours are 37.5 per week); 2.31 hours per week in the third through sixth year of service (2.16 hours for employees whose standard hours are 37.5 per week); and 3.08 hours per week in the seventh and each succeeding year of service (2.88 hours for employees whose standard hours are 37.5 hours per week. Vacation leave shall be earned by permanent full-time employees at the rate of 3.86 hours per week in the twentieth and succeeding years of service (3.60 hours for employees whose standard hours are 37.5).

Barron Center employees shall accrue vacation leave according to the following schedule:

0 - 3 years - 2 weeks - 1.54 hours (40 hour schedule) or 1.44 hours (37.5 hour schedule)

3+-5 years - 3 weeks - 2.31 hours (40 hour schedule) or 2.16 hours (37.5 hour schedule)

5+- 9 years - 4 weeks - 3.08 hours (40 hour schedule) or 2.88 hours (37.5 hour schedule)

schedule)

9+ years - 5 weeks - 3.85 hours (40-hour schedule) or 3.61 hours (37.5-hour schedule)

15. INSURANCE

15.1 Life Insurance

15.1.1 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. Dependent and supplemental life insurance is also available at the employee's expense for those who participate in the group life insurance plan. The City reserves the right to obtain benefits equal to or better than the basic Maine Public Employees Retirement System Group Life Insurance Plan from an alternative source and to offer said alternative plan on the same terms as above during the life of this Agreement.

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

15.2 Medical Insurance

15.2.1 The City provides a self-insured health insurance benefits program with claims administration by a third party administrator. The City's health plan will be implemented incorporating the principles of a value-based insurance design. The Association President, AFSCME Council 93 Staff Representative(s) and other representatives appointed by the President, are members of this Health Insurance Advisory Committee.

15.2.1.1 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.

15.2.1.2 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.

15.2.2 For employees who are hired into a permanent position prior to March 1, 1985, the City will pay the full cost of the medical insurance premium for an individual or family subscription as appropriate per employee as outlined in section 15.2.5 below.

- 15.2.3 For employees who are hired into a permanent position on or after March 1, 1985, the City will pay the full cost of the medical insurance premium for an individual subscription per employee and for one-half (1/2) of the difference between the cost of the individual and the family subscription for an employee who is eligible for and who elects to have said family medical insurance coverage. The City will pay fifty-three percent (53%) of the difference between the cost of the individual subscription for an employee who is eligible for and who elects to have said family medical insurance coverage. 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 requirements of the City's wellness program as recommended by the Health Advisory Committee.
- 15.2.4 The City's contribution for the individual or family premium as determined under subsections 15.2.2 or 15.2.3 above will be prorated for permanent part-time employees as provided in Appendix A.
- 15.2.5 The City will pay, or share in the payment of in the case of permanent part-time employees, or employees eligible for insurance under subsection 3 above, only the subscription level to which an employee is entitled by virtue of the number of people s/he may insure. However, employees who are members of the same family and eligible for more than one family subscription will be entitled to full or part payment, as appropriate, from the City for no more than one family subscription, with other family members entitled only to individual subscriptions. Said subscription shall be on the same terms and conditions as specified in subsections 15.2.1 - 15.2.4. above.
- 15.2.6 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.
- 15.2.7 The City shall begin payment on health insurance premiums on the first full month of employment. Upon separation, any balance due for that month's employee's premium will be deducted from the employee's final paycheck or balance billed if the final paycheck is insufficient to cover the amount due.
- 15.2.8 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 effective January 1, 2002.

15.2.9 Reopener: Notwithstanding any provision of this agreement, either party may reopen this health insurance article and the salary article on or after July 1, 1997. 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.

15.2.10 A member of the bargaining unit may be appointed by the bargaining unit to serve on a Health Insurance Advisory Committee, comprised of one (1) member from each participating bargaining unit in the City and an equal number of City representatives. The parties agree to participate in quarterly Labor/Management Advisory meetings to review claims experience data, track the effectiveness of the plan design changes, and any other health benefit issues of concern to either party.

15.2.11 Except as provided in 15.2.12.1 below, the City agrees to continue health care deductions on a pre-tax basis as provided by the Internal Revenue Service.

15.2.12 For 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.

15.2.12.1 The portion of the employee's health insurance contribution for domestic partner coverage, as outlined in 15.2.3 above, will be taken on a post-tax basis.

15.2.12.2 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.

15.3 Income Protection and Dental Insurance Deductions

15.3.1 The City agrees to deduct premiums for the Union's income protection plan for employees participating in said plan and so long as the Union makes said plan available. The deduction for the Union plan will be made pursuant to Article 4, Dues Deduction. Effective November 2003 employees also had the option to participate in the MMEHT income protection plan and they will continue to have that option.

15.3.2 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 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.

16. PENSIONS

16.1 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.

16.1.1 The City shall continue to participate in the Maine Public Employees Retirement System (MainePERS) Regular Plan, Rule 94-411 Chapter 803, Sec, 7, Paragraph A (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 at which members (employees) who participate in the Consolidated Plan contribute to that Plan.

16.1.2 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.

16.2 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.

16.3 The Union agrees not to grieve, arbitrate, or litigate on behalf of any employee(s) any claim or claims, directly or indirectly, arising out of the City's practice in regard to employee voluntary buy back, solely at employee expense, of retirement service for the first six months of employment for employees hired prior to July 1, 1984.

- 16.4 The City agrees to continue pension deductions on a pre-tax basis as provided by the Internal Revenue Service. State Income Tax deductions will be calculated in accordance with State Tax Law.

17. REGULAR HOURS OF WORK AND NIGHT SHIFT DIFFERENTIAL

- 17.1 The regular work week shall consist of five (5) consecutive days except as provided otherwise herein. The regular hours of work, or shift, shall be 7 1/2 consecutive hours, excluding interruptions for lunch or meal periods. Upon mutual agreement between the City and the Union, the regular work week may be modified in whole or in part to meet the service needs of the citizens of Portland and to provide flexibility to the employees. A proposed modification which affects one or more divisions will be voted on by the affected group of employees.

17.1.1 Barron Center will continue their practice of scheduling five (5) day work weeks for their nursing personnel. Registered Nurses and Licensed Practical Nurses will continue to work eight (8) hours per day.

- 17.2 Each employee shall be scheduled to work a shift with regular starting and ending times. Upon the determination by the City of its staffing needs, assignments to work weeks and shift shall be made from the classifications needed. Such shift assignments shall be made first on the basis of volunteers and then on the basis of seniority, defined as time in classification. Work schedules showing employee shifts, work days, and hours shall be posted on all department bulletin boards at all times. Work schedules shall not be changed for the life of this Agreement, except for emergencies or for good cause, such as to achieve operating economies, to adjust to technological changes, to affect a change in work program, or to reflect a change in work site. Except in the event of an emergency, the City agrees to provide employees a minimum of two (2) weeks notice of work schedule changes by posting such changes on the Departmental bulletin boards. The City agrees to meet with the Union to discuss the revised work schedule prior to its implementation.

- 17.3 Lunch or meal periods shall be in the middle of the work shift. Morning and afternoon coffee or rest breaks of fifteen (15) minutes maximum duration shall be granted by the supervisor, but no such break need be granted during periods of emergency operation affecting the health, safety, and property of Portland's citizens. The supervisor of crews working in areas where coffee is not readily available shall have complete discretion as to the number of employees who can leave the job site, and how coffee or refreshments are obtained. Modifications shall be allowed upon mutual agreement between the City and the Union.

17.4 Night Shift Differential

Employees who work a night shift on a regular basis with fifty percent (50%) of the regular hours being worked after 6:00 p.m., excluding shelter attendants, shall receive a shift differential allowance of forty-five (\$.45) cents per hour for the entire night shift. Employees who work a night shift on a regular basis with fifty percent (50%) of regular hours being worked after 11:00 p.m. shall receive a shift differential allowance of sixty-five (\$.65) cents per hour for the entire night shift.

17.5 City Clerk Office/Annual Election Cycle

Effective July 1, 2022 part-time employees working within the City Clerk's office may be required to convert to a full-time (37.5 hours per week) employee schedule for a period of from two to ~~four~~ **six** weeks during an election cycle. The City Clerk shall determine the duration of this work schedule conversion, and shall notify each employee in writing within thirty (30) calendar days prior to the conversion, as to the specific days of the conversion. An election cycle conversion may include days prior to a scheduled election, as well as days following the election.

17.5.1 For part-time employees, who have converted to a full-time schedule during an election cycle period as defined above, shall be compensated at their overtime rate of pay when working more than eight (8) hours per day or forty (40) hours per week, but not for both. All hours worked on a Saturday **and/or Sunday** will be compensated on an overtime basis. ~~with no work to be scheduled on a Sunday.~~ For a period of ~~five (5)~~ **fourteen (14)** **calendar** days prior to an **November** election, and the day of the election, employees may be required to work mandatory overtime.

17.5.2 During a conversion to a full-time schedule, employees shall be entitled to Holiday compensation in accordance with Article 13.5, Holiday Premium Pay, when applicable.

18. HIGHER PAY FOR HIGHER CLASSIFICATION OF WORK

18.1 The City shall maintain and make available to the Union detailed descriptions of the duties of each employee classification. Such descriptions may be amended from time to time by the City. An employee may be temporarily assigned to work in any position in a higher classification, if the need arises during a workday. On the following workday, such assignment shall be given to any available qualified employee having such higher classification.

- 18.2 Employees who are assigned work in a higher classification shall be compensated at the appropriate seniority step of the higher classification of the acting pay grade. Vacation leave and holidays shall be paid at this higher rate beginning on the first day of the employee's assignment to the higher classification of work.
- 18.3 Should an employee be temporarily assigned to work of any lower classification, the employee shall not suffer any reduction in his/her negotiated rate of pay while so working.
- 18.4 An employee paid in a higher classification who also works more than 40 hours during such week shall have his/her regular pay include such higher pay for overtime purposes for the week.

19. DIFFERENTIALS AND STIPENDS

19.1 Team Leader Assignments

When Team Leader assignments are available, an internal notice will notify Division employees and the Union that the opportunity exists and the requirements of the assignment and eligible employees may express an interest to their Department or Division Head. Team Leader assignments shall not be made in an arbitrary or capricious manner.

- 19.1.1 If the Director of Health and Human Services or designee assigns a Public Health employee to perform the responsibilities of a team leader, the affected employee shall receive a differential allowance of one dollar (\$1.00) per hour for each hour actually worked as a team leader.
- 19.1.2 If the Director of Health and Human Services or designee assigns a Social Services employee to perform the responsibilities of a team leader within their respective field, the affected employee shall receive a differential allowance of ~~one dollar~~ **two dollars and fifty cents (\$1.00 \$2.50)** per hour for each hour actually worked as a team leader.
- 19.1.3 If the City Clerk or designee assigns a department employee to perform the responsibilities of a Team Leader to oversee and support the work of the Vital Records staff on each shift, the affected employee shall receive a differential allowance of fifty cents (\$.50) per hour.
- 19.1.4 If the Director of Permitting and Inspections or designee assigns an employee

within the department to perform the responsibilities of a team leader within their respective field, the affected employee shall receive a differential allowance of one dollar (\$1.00) per hour for each hour actually worked as a team leader.

- 19.1.5 Stipends for additional Team Leader assignments for needs that arise during the term of the contract will be negotiated between the City and the Union prior to implementation by the City.
- 19.2 Support Team Workers **or Laundry Operators** designated by the Long-Term Care Administrator to be in-charge in Housekeeping **or Laundry** in the absence of a supervisor will receive an additional \$1.00 per hour for the hours s/he is designated to be in-charge.
- 19.3 The IT Director has designated the Network Operations Specialist to function as the City's primary telephone system designee. S/he will receive \$1.00 per hour for this additional responsibility.
- 19.3.1 The Network Operations Specialist who has been assigned the duties of deploying and managing all of the mobile devices for the City shall receive a \$1.00 per hour stipend for all hours worked.
- 19.4 Parking Control Officers will receive an additional \$1.00 per hour when designated by the Parking Manager or designee to direct traffic at emergency Police and Fire scenes in the place of a Police Officer.
- 19.5 Any employee working as a Clinical Assistant in the Public Health Division who is trained and qualified in phlebotomy will receive a \$.50 per hour stipend for the time that the Public Health Administrator or designee designates them to provide direct care in a clinical setting and to be available to offer phlebotomy services. This differential does not apply to work done outside of the designated clinical time.
- 19.6 Recreation Programmer II's designated by the Recreation Division Manager or designee to be in charge at one of the aquatic facilities will receive a differential of \$1.00 per hour for the hours s/he is designated to be in-charge. Recreation Programmer II's designated by the Recreation Division Manager or designee to be second-in-charge of a Summer Camp and work 37.5 hours per week will receive a differential of \$1.00 per hour for the duration of the summer camp. Other in-charge assignments in the Recreation Division will be handled as higher class pay assignments and will be paid in accordance with Article 18.
- 19.7 CNA's at the Barron Center who have completed an approved CNA training program, who possess a valid State of Maine CNA certification, and who possess a certificate from the

State of Maine Board of Nursing that they have satisfactorily completed an approved CNA-Medication program may be scheduled to perform Med Tech work at the Barron Center in full shift increments. Employees will be eligible for shifts on a seniority basis with the most senior employees having first preference for working the available shifts. When scheduled for Med-Tech work, the employee will administer medication as ordered by the attending physician under the direct supervision of a Charge Nurse in accordance with State of Federal regulations and within the scope of practice of a CNA-M as stipulated in the State of Maine Board of Nursing. Employees will receive \$1.00 per hour for each shift that they are scheduled to perform Med-Tech work.

Effective July 1, 2017 the City agrees to maintain a pool of at least 12 CNA-Med Techs. Employees who have been designated as part of the pool of CNA-Med Techs will receive \$1.00 per hour for all hours worked. Any CNA-Med Techs outside of the pool that perform Med Tech work will be paid an additional \$1.00 per hour only for those hours worked as a Med Tech. Should a vacancy occur within the pool, the CNA who has continuously held a Med Tech Certificate the longest shall be eligible to become a member of the pool.

- 19.8 Certified Nursing Assistants who participate in the Restorative Aide program and successfully complete the required training shall receive a differential of fifty cents (\$.50) per hour for each hour worked performing Restorative Aide duties.
- 19.9 Support Team Workers designated by the Long-Term Care Administrator or designee to perform floor stripping and refinishing at the Barron Center will receive a ~~\$-.50~~ **\$0.65** per hour stipend for all hours worked.
- 19.10 If the ~~Public Works Director~~ **Department Head or Division Head** assigns an ~~Public Works~~ employee to higher level technical and/or training responsibilities that are not part of their normal job function, that employee will receive a \$1.00 per hour stipend.
- 19.11 If the City Assessor assigns Office Assistant staff duties relating to personal property and/or real estate mapping that assists the appraisers in the performance of their duties, those employees will receive a \$.50 per hour stipend.
- 19.12 Effective July 4, 2005 Animal Control Officers will receive a \$1.00 per hour stipend for being primary responders for picking up dead animals, domestic and wild, during their regular work shift.
- 19.13 An employee in the title of Lead Surveyor, Survey CAD Specialist and Survey GIS Specialist who is certified as a Land Surveyor In Training (LSIT) shall receive an additional 3% per hour for having this license.

- 19.14 An employee who is certified as a Master Electrician or Master Plumber shall receive an additional ~~three~~ **six** percent (~~3%~~**6%**) per hour for having this certification.
- 19.15 The Lead Surveyor, Survey CAD Specialist and Survey GIS Specialist will receive a stipend that is 6% of the employee's base rate in addition to his/her weekly salary in pay grade 18 or 18M for possessing a State of Maine certification as Registered Land Surveyor. This stipend is only paid to employees classified as Lead Surveyor, Survey CAD Specialist or Survey GIS Specialist who possess the certification.
- 19.16 The Code Enforcement/Plan Reviewer will receive a stipend that is 6% of the employee's base rate in addition to his/her weekly salary in pay grade 18M for possessing a State of Maine certification as Professional Engineer or Registered Architect but not both. Only one stipend is paid to employees classified as Code Enforcement/Plan Reviewer who possess either certification.
- 19.17 Employees classified as Appraiser will receive a \$15.00 per week stipend if they possess State of Maine Assessor certification.
- 19.18 An Appraiser designated by the Assessor to be the Human Resources liaison shall receive an additional \$.50 per hour for all hours worked.

20. SICK LEAVE

- 20.1 Sick leave shall accrue at the rate of 1.85 hours per week beginning with the first payroll week of service with unlimited accumulation (1.73 hours per week for employees whose standard hours are 37.5 per week) except as modified below for Barron Center employees. The weekly earnings rate shall be adjusted in the final week of the calendar year in accordance with the annual accrual amount of 96 hours (90 hours for employees whose standard hours are 37.5 hours per week). The year end adjustment for employees who have not been employed as a permanent employee for the full calendar year will be based on a pro-ration of the appropriate annual amount.
- 20.1.1 Barron Center employees: Sick leave shall accrue at the rate of .92 hours per week with unlimited accumulation (.87 hours for employees whose standard hours are 37.5 per week). The weekly earnings rate shall be adjusted in the final week of the calendar year in accordance with the annual accrual amount of 48 hours (45 hours for employees whose standard hours are 37.5 per week). Barron Center employees with 25 or more years of continuous service for the City of Portland shall accrue sick leave at the rate of 1.73 hours per week with unlimited accumulation. The yearend adjustment for employees who have not been employed as a permanent employee for the full calendar year will be

based on a pro-ration of the appropriate annual amount.

20.1.2 The provisions of the collective bargaining agreement pertaining to unused sick leave upon retirement shall be prorated consistent with the terms of language for the Barron Center.

20.1.3 The provision for conversion of sick leave to vacation in Article 20.3 is modified as follows: a Barron Center employee is eligible for conversion if (s)he uses the equivalent of one or fewer sick days within a twelve (12) consecutive month period and the sick leave balance requirements listed in 20.3.2 are amended to 384 hours for employees whose standard hours are 40 per week and 360 hours for employees whose standard hours are 37.5 per week.

20.2 Sick leave may be used only in the following cases:

20.2.1 Personal illness or physical incapacity, including pregnancy or related disabilities (including, but not limited to, miscarriage, abortion, childbirth, child-rearing, and recovery there from) which is defined as a condition of such a degree as to render the employee unable to perform the duties of his or her assigned position, or of any other work the employee is capable of doing and to which he or she is assigned, provided the employee accepts such other assignments. If requested, the employee shall furnish the Department Head a certificate from the attending physician.

20.2.2 Attendance upon members of the family within the household of the employee, including domestic partner, when their illness requires care by such employee, not to exceed twelve (12) days per year. If requested, the employee shall furnish the Department Head a certificate from the attending physician.

20.2.3 Attendance upon members of the immediate family not living within the household when the provisions of Article 21.3 are met. Such requests will be processed as Family Medical Leave requests and all provisions of Article 21.3 will apply to such requests.

20.2.4 Employees who wish to use sick leave to care for a domestic partner in accordance with 20.2.2 above must satisfy the City's eligibility requirements for claiming an individual as a domestic partner.

20.2.5 Sick leave may be utilized to keep appointments with licensed health care professionals where an employee's normal work schedule conflicts and appointments cannot be reasonably scheduled.

20.3 Conversion to Vacation Leave

20.3.1 Any permanent employee who is benefit eligible for the previous twelve (12) month period and who has used the equivalent of two or fewer sick days during that consecutive twelve (12) month period may elect to convert six days of accrued sick leave to five days of vacation leave. A day for permanent part-time employees is defined as standard hours divided by five (5) days per week.

20.3.2 As an alternative to the conversion described in 20.3.1 above, any permanent full-time employee who has 12 or more years of permanent City service who uses the equivalent of two or fewer sick days within any consecutive twelve (12) month period and who has a sick leave balance of no less than 768 hours (720 hours for employees whose work week is 37.5 hours) may elect to convert six days of accrued sick leave to five days of pay at their regular hourly rate.

20.3.3 Employees may make one of the above elections only once for any consecutive twelve-month period beginning July 1, 1994, and only once during any twelve-month period.

20.4 Conversion to Personal Leave

Any permanent employee who is benefit eligible and who has been employed by the City for twelve (12) consecutive months is eligible to convert up to two days of previously earned sick leave to an equivalent amount of personal leave. Full-time employees may convert the equivalent of two (2) days based on their regular work day. Part-time employees may convert two (2) days with a day calculated as follows: standard hours divided by five (5) days per week.

Sick leave will be converted to personal leave at the time the conversion is elected. Beginning in July 2002 employees with twelve (12) consecutive months of City service at the beginning of the fiscal year must elect their conversion for the fiscal year during the month of July. Employees who reach their one (1) year anniversary may make their election during their anniversary month for that fiscal year only. The personal leave balance will change as personal time is used. At the end of each fiscal year, each employee may elect one of the following options: (1) convert unused personal leave to sick leave; or (2) retain unused personal leave for use in the next fiscal year; or (3) convert additional sick to personal leave. In no event shall the employee's total amount (by carry-over and/or conversion) or total usage exceed two (2) days per fiscal year. Neither conversion of sick leave to personal leave or the subsequent use of personal leave under this section shall be considered to be use of sick leave for purposes of Section 20.3.

The employee will give the Department Head or designee as much advance notice of the use of personal leave as the circumstances permit. When using personal leave time, the employee is not required to give the reason for use of such time; however, personal leave may not be used on holidays on which the employee is scheduled to work or on other days previously requested off and denied by the Department Head or designee.

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.

21. LEAVES OF ABSENCE

21.1 Short-Term Leave of Absence

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

21.2 Special Leaves (Long-Term)

21.2.1 The City Manager, upon the recommendation of the Department Head and the Director of Human Resources, may authorize special leaves of absence with or without pay for any period or periods not to exceed one calendar year for the following purposes: attendance at college, university or business school, trade school or internship 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 a leave is of such an emergency nature as to preclude this requirement.

21.3 Family Medical Leave

21.3.1 Consistent with the applicable state or federal Family Medical Leave law, employees may be eligible for unpaid, job-protected leave of up to twelve (12)

weeks. Requests for leave pursuant to this provision shall be made to the appropriate department Human Resources representative and will be administered in accordance with 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 1,250 hours in those last twelve months may be entitled to up to a total of twelve (12) weeks of Family and Medical Leave (FMLA) in any twelve (12) month period. The twelve-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, sick leave, personal leave or compensatory time.

21.3.2 The employee must give at least 30 days' notice to their department Human Resources representative of the intended date upon which Family and Medical Leave will commence and terminate, unless prevented by medical emergency from giving such notice. The leave may be consecutive, intermittent, or on a reduced hour schedule if the City and the employee agree, or if medically necessary. The employee shall provide medical certification of the need for the leave.

21.3.3 FMLA leave is governed by the requirements of the 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 by 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.

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

21.4 Extended Medical Leaves of Absence

21.4.1 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 Medical Leave Act and the Americans with Disabilities Act.

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

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

- 21.4.2 Except for emergencies, the employee shall submit written notification to their respective Human Resources representative at least thirty (30) days prior to his/her anticipated departure stating the probable duration of the leave. The Human Resources representative may require the employee to provide a statement from the employee's physician setting forth (1) the anticipated duration of the disability, and (2) whether the employee may continue to perform his/her work assignments.
- 21.4.3 Upon written request of the employee submitted to his/her 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 but not to exceed a total of twelve months duration upon presentation of certification of continued medical need.
- 21.4.4 Disabilities caused or contributed to by pregnancy are, for all job-related purposes, temporary disabilities.

21.4.5 Accumulated sick and vacation 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 period.

21.5 The employee is expected to return to work upon the expiration of the granted leave or to have arranged an extension of the leave prior to its expiration. Failure on the part of the employee to return to work on the expiration of the granted leave may be deemed a resignation from the service.

21.6 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 except in the case of Family Medical Leave under 21.3.2.

21.7 Any leave of absence taken in accordance with this Article (Article 21) shall not be deemed a break in service for seniority purposes. The City shall continue to provide the employee with health insurance coverage for the duration of any authorized leave. Employees shall not accrue sick or vacation leave or receive payment for holidays for the duration of any authorized leave that exceeds twelve (12) weeks in duration.

22. ON-THE-JOB-INJURIES

22.1 Employees who have been injured while performing an official duty shall be paid for the time lost on the date of injury. Such pay will not extend beyond the normally scheduled work shift, exclusive of overtime. Such time lost will not be charged to sick leave. After a period of twelve (12) consecutive months on Workers' Compensation, an employee shall not earn holidays, vacation days, or sick leave. An employee may elect to use any accumulated days to make up the difference between their Workers' Compensation and their regular weekly salary.

22.2 Transitional Work

22.2.1 It is the goal of the City of Portland to assist an employee who sustains a work-related injury to return to the position 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 injured workers who, in the judgment of the City based on medical evidence, will probably be able to return to Regular Work within three years of the date of injury. This decision will be based in part on information provided by health care professionals.

22.2.1.1 "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.

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

22.2.2 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) in accordance with written restrictions from 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.

- 22.2.3 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 years from the initial date of injury.

If, during the course of Transitional Work, it becomes evident to the City that the injured worker probably will not be able to return to Regular Work within three years of the date of injury, the Transitional Work assignment may be terminated. Such employees will retain any rights they may have under 39 MRSA Sec. 217 with regard to employment rehabilitation.

22.2.4 Re-employment within Three Years of Date of Injury

- 22.2.4.1 If an employee becomes capable of performing the essential functions of the position held on the date of injury, with or without reasonable accommodation, within three years of the date of injury, the employee may return to work in that capacity. Upon

return to work, the employee shall receive pay and benefits at the level he/she would have received if the injury had not occurred.

- 22.2.4.2 If the employee cannot return to the position held on the date of injury within three years of date of injury, the City will evaluate updated medical evidence to determine the employee's ability to perform other permanent assignments at an equal or lower pay grade within the bargaining unit.
- 22.2.4.3 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 the 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.
- 22.2.4.4 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.

22.3 Termination of Employment

- 22.3.1 In those cases where an employee is unable to perform Regular Work and health care professionals determine, at any point during the three (3) year period following date of injury, that the employee will be unable to return to Regular Work during the three (3) year period, the employee may be terminated from employment on or after eighteen (18) months following date of injury. This termination is non-disciplinary and the employee will receive a ninety (90) day notification as described above.
 - 22.3.1.1 In the event the City exercises its right to terminate as described above prior to three (3) years from date of injury, and providing the employee becomes capable of returning to Regular Work prior to the three (3) year date, s/he will be returned to work at the contractual rate of pay for the position or the same rate of pay as s/he was receiving at time of termination, whichever is greater.

22.3.2 If unable to return to regular work by the date specified in the 90-day notification listed in 22.3.1, and providing the up-dated medical evaluation indicates a work capacity, the employee will provide the City with his/her current medical restrictions and the positions he/she wishes to be considered for as an alternative to termination. The provisions of 22.2.4 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.

22.4 Except as provided in 22.4.2 below, effective January 1, 2004, employees out of Workers' Compensation must pay their pension contribution based on the wage portion of the Workers' Compensation benefits that the employee receives. All pension payments will be made pursuant to the rules of the Maine Public Employees Retirement System. 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.

22.4.1 Employees out on Workers' Compensation prior to January 1, 2004 may pay their pension contribution on an optional basis under the rules of the Maine Public Employees Retirement System. If such employee contribution is paid while the employee is out on Workers' Compensation or by the end of the calendar year during which the employee lost time, the employee is required to pay their contribution amount. If the employee pays their share after this date, they will be responsible for their contribution plus interest in accordance with Maine Public Employees Retirement System laws. The City will pay its share, including interest, in accordance with Maine Public Employees Retirement System laws.

22.4.2 The City has provided notice to the Maine Public Employees Retirement System of employees out on Workers' Compensation between January 1, 2004 and October 28, 2005, and has paid the interest accrued from January 1, 2004 through the date of the letter(s) sent to each employee by the Maine Public Employees Retirement System regarding payment of pension contributions on their Workers' Compensation benefits. If payment is not made within thirty (30) days of when the employee receives the MainePERS letter, the employee will be responsible for accrued interest until such contributions are paid.

22.4.3 Retirement service credit will be provided only for time for which pension contributions have been paid.

23. PERSONNEL EVALUATIONS

- 23.1 The City and the Union agree that all evaluating during the life of this Agreement will be made according to the system outlined in Appendix C.
- 23.2 The AFSCME Performance Appraisal Committee shall continue to meet on an as needed basis during the term of the contract to monitor the effectiveness of the appraisal process and to recommend changes as appropriate. All proposed modifications to the process, including the forms attached in Appendix C, shall be submitted to the labor-management committee for review and both parties agree to abide by the committee's recommendation.
- 23.3 Employees working less than 18.75 standard hours per week will not receive an annual performance appraisal as outlined in Appendix C-2 on their twelve-month anniversary date of hire.

24. UNUSED SICK LEAVE UPON SEPARATION

- 24.1 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.
- 24.2 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 16, 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.
- 24.3 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.
- 24.4 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.
- 24.5 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.

25. OTHER LEAVE

25.1 Bereavement Leave

An employee shall be excused from work for up to five (5) work days because of death of a spouse or domestic partner, child or parent and three (3) work days because of death in his/her immediate family, as defined below, and shall be paid his/her regular rate of pay for the scheduled working hours missed. Hours paid per day under this Article will equal the number of hours the employee is regularly scheduled to work per day but will not exceed a total of forty (40) hours per week. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral and/or other details related to the death of the family member. Immediate family is defined to mean brothers, sisters, half-brothers, half-sisters, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, step-children, children of a domestic partner, step-parents, sister-in-law and brother-in-law or member of domestic partner's family similarly related. An employee may use three (3) more work days of bereavement leave chargeable to sick leave, immediately annexed to the initial leave if in the sole opinion of the Department Head the additional time is needed for travel or because of other extenuating circumstances. Said extension shall not be arbitrarily withheld. Bereavement leave charged to sick leave shall not count as sick leave usage for the purposes of Article 20.3, Sick Leave Conversion.

25.2 Funeral Leave

In addition to the foregoing, one (1) day may be used for attendance at the funeral of the following relatives: aunt, uncle, niece, nephew, other relative living in the same household or member of domestic partner's or spouse's family similarly related.

25.3 Employees may use one (1) day of vacation leave, personal leave or compensatory time to attend the funeral, memorial service, or other similar event related to death of a family member not covered by paragraphs 25.1 or 25.2. With the approval of the employee's Department Head or designee the employee may use additional accrued leave time for the purpose of dealing with other details related to the death of the family member.

25.4 For the purpose of this article, "family" includes domestic partner. In order to use bereavement leave or funeral leave for deaths of domestic partner or relative of domestic partner as outlined in 25.1 and 25.2, the employee must meet the eligibility requirements

for claiming an individual as a domestic partner.

25.5 Personal Leave

Personal leave, without pay, may be granted to employees covered by this Agreement by the appropriate Department Head or his authorized representative, if such Department Head or authorized representative deems there is good and sufficient reason for granting said personal leave.

A minimum twenty-four (24) hour notice is required to be given by the employee, excluding Mondays and days following a holiday in emergency situations. However, on such Mondays and days following a holiday, the employee shall give notice in the most practical manner within fifteen (15) minutes after the start of the normal work day so that the appropriate Department Head can make adjustments in the day's work schedule.

25.6 Military Leave

Military Leave and any right to re-employment after such leave shall be available to employees under the terms and conditions of applicable federal and/or state law 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, except during the first twelve (12) weeks of leave, while in the military service to the point of restoration to City service.

25.7 Reserve Service Leave

Reserve service leave and 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 payments to equal the employee's regular week's pay had the employee 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.

25.8 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.

25.9 Jury/Witness Pay

25.9.1 The City shall pay to an employee called for jury duty the difference between the employee's regular pay and juror's pay received by the employee. The employee shall notify the City as soon as possible of his/her intention to serve as juror. The employee will continue to be paid his/her regular weekly wages during the term on the jury and upon receipt of juror's pay will present an official statement of juror's pay. If such juror's pay is less than the employee's regular wages for the period served as a juror, the employee shall submit to the City the entire portion of that juror's pay. However, if such juror's pay is greater than the employee's regular wages for the period served as a juror, the employee shall submit to the City that portion of the juror's pay which equal the wages paid to the employee for the period served as a juror.

25.9.1.1 Employees are expected to have a conversation with their supervisor regarding the requirements of jury duty once they know what their obligations are to the court and the supervisor will clarify his/her expectations for the employee regarding notification about daily work availability.

25.9.1.2 If the hours spent in court are equal to or greater than the number of hours the employee would normally work for the City on that day, the employee will not be expected to report to work for any part of their shift on that day. If the hours spent in court are less than the number of hours they would normally work for the City on that day, the employee will be expected to report to work at their regular starting time or return to work from court and work the number of hours that equal the difference between the employee's standard hours for the day and the hours they were in court. The supervisor will pre-determine what portion of the shift that the employee will be expected to work in the discussion mentioned above in 25.9.1.1. In lieu of reporting to work for a partial shift, the employee has the option to use accrued benefit time providing the supervisor has pre-approved the employee not to report for work on that day.

25.9.2 The City shall pay to an employee subpoenaed to appear as a witness in a case, other than a case in which the employee is a plaintiff or a defendant in a non-City matter, the difference between the employee's regular pay and his/her witness pay. Such witness pay shall be handled in the same manner as jury pay above.

26. CLOTHING

26.1 Health and Human Services

The City agrees to provide laboratory coats and other appropriate protective clothing to Laboratory, Dental Health, and Public Health employees.

26.2 Barron Center

26.2.1 The City agrees to provide shirts for housekeeping personnel and aprons and hair/beard nets to Dietary personnel. The City agrees to pay all Support Team Workers **and Laundry Operators** upon completion of the probationary period \$75.00 per fiscal year for the purchase of non-slip footwear. Payment will be the first pay date in August **of each year.** ~~effective July 1, 2020.~~

26.2.2 The City agrees to reimburse full-time CNAs, LPNs, RNs and Unit Clerks up to a maximum amount of \$125.00 for the purchase of nursing scrubs and/or approved footwear in accordance with Nursing Division work rules each fiscal year. Nursing pants must be a solid color. Coordinating tops may be a solid color or a design pattern. Nursing Division staff required to wear uniforms shall be eligible after completing one year of service. The reimbursement amount shall be pro-rated for part-time, benefit eligible nursing staff. Unspent annual balances will not be carried over to the next contract.

26.3 Parking Division

26.3.1 The City shall initially provide Parking Control Officers three (3) long-sleeve shirts, five (5) short-sleeve shirts, three (3) pairs of pants, one (1) summer jacket, one (1) winter jacket, one (1) sweater or sweatshirt, one (1) rain jacket and badges and patches.

26.3.2 The City shall initially provide Cashiers/Shift Leaders with three (3) long-sleeved shirts, three (3) short sleeved shirts, one (1) winter jacket, one (1) summer jacket, and badges and patches.

26.3.3 The City agrees to reimburse to all Parking Control Officers up to one hundred dollars (\$100.00) per fiscal year for the purchase of approved footwear.

26.4 Police Department

The City shall initially provide Animal Control Officers and Process Servers with three (3)

long-sleeve shirts, three (3) short-sleeve shirts, two (2) winter pairs of pants, two (2) summer pairs of pants, one (1) summer jacket, one (1) winter jacket, and a badge.

26.5 Permitting and Inspections Department

The City shall reimburse to all Code Enforcement personnel up to one hundred and fifty dollars (\$150.00) per fiscal year for the purchase of pants.

26.6 Parks, Recreation and Facilities Management

26.6.1 The City shall initially provide Supervising Park Ranger(s) **and Park Ranger(s)** with three (3) long-sleeve shirts, five (5) short-sleeve shirts, three (3) pairs of pants, one (1) summer jacket, one (1) winter jacket, one (1) sweater or sweatshirt, one (1) rain jacket and badges/patches. Replacements will be provided as necessary as determined by the City.

26.7 Replacements for clothing provided by the City will be on an "as needed" basis as determined by the Director or designee. The Director or designee shall determine what constitutes a uniform and may promulgate other guidelines concerning uniforms which are not inconsistent with the Agreement. The City may require employees to turn City-provided clothing in to the City upon separation.

26.8 These employees agree that uniforms and clothing furnished to them by the City shall be worn while on duty for the City, and only while on duty for the City, subject to reasonable change for extreme weather conditions at the discretion of the appropriate supervisor. The employees further agree that such clothing shall be reasonably maintained to present a clean and neat appearance.

26.9 If during the term of this agreement the City requires employees to wear uniforms, in divisions not listed above, the parties will reopen this article to discuss such requirements.

26.10 Safety Boots and Personal Protective Equipment

The City agrees to reimburse to all Engineering personnel, the Supervising Park Ranger, **Park Ranger** and Code Enforcement personnel, upon completion of the six (6)-month probationary period, up to two hundred dollars (\$200.00) per fiscal year for the purchase of safety toe footwear and optional personal protective equipment approved by the appropriate Division Head or designee.

The City agrees to pay Public Works personnel per fiscal year who work on outdoor

projects two hundred dollars (\$200.00) for the purchase of safety toe footwear and optional personal protective equipment upon completion of the six (6)-month probationary period. Safety toe footwear and optional personal protective equipment must be worn for City work purposes only, and not for personal use. Payment will be the first pay date in August.

27. JOB TRAINING

- 27.1 The City shall continue its policy of providing employee training through participation in the financing of credit and non-credit training courses related to the duties and responsibilities of the employees as City resources allow.
- 27.2 Training programs will be conducted periodically in promotional classifications on an individual and group basis, both on the job and off when, in the opinion of the City, training courses are warranted.
- 27.3 If the City requires specific training for existing employees in a given classification, the City will pay for the course and pay for the hours spent in training beyond the normal work day, straight time until total hours worked that week equal forty (40) and time and one-half hours for hours over forty (40) in a week.
- 27.4 Probationary employees, including those employees fulfilling a promotional probationary period, shall be expected to fulfill the licensing requirements of their classification during the probationary period without any financial contribution from the City. The employee is expected to meet the licensing requirements during the applicable probationary period unless unable to do so as a result of circumstances beyond the employee's control, such as the timing of examinations by a third party.

28. WITHDRAWAL OF RESIGNATION

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

29. FILLING OF JOB VACANCIES

- 29.1 Except as provided in 29.1.1 and 29.1.2 below job openings shall be posted on all departmental bulletin boards for a minimum of seven (7) working days. The posted notice shall describe the job and pertinent job specifications. At the time of posting, the Union

Presidents will be sent a copy of the job posting and selection criteria for posted openings in their Unit. The selection criteria shall be used to determine if candidates, in-house or outside, are qualified for the position. The selection criteria applied shall be in accordance with the current job description, job specification, and posting. If there are qualified applicants and unless there are unusual or emergency circumstances, the vacancy shall be filled within twenty (20) working days from the date of application closing, which date shall appear on the posted notice. This time limit may be extended by the City, when in its sole discretion it is necessary to do so, but to a date not to exceed forty (40) calendar days from the application closing date.

29.1.1 The City is not required to post job openings prior to offering that opening to a bargaining unit employee in order to fulfill its requirement to make reasonable accommodation in accordance with federal or state law.

29.1.2 After a vacancy is posted, if an additional vacancy in the same classification becomes available prior to the close of the selection process on the initial vacancy that vacancy will be posted in-house for an additional five (5) working days to determine if any additional applicants are interested in the position.

29.2 Employees in any City Department may apply for unit vacancies which are posted. The City will evaluate applicants who have submitted an application by the posted submission deadline as follows:

29.2.1 In-house applicants who are in the same job classification as the posted position, but who work in another Division or Department, are considered to be suitable transfers and will receive first consideration providing the City determines that they are qualified in accordance with the job qualifications listed in the job description. In order to be considered a suitable transfer, the applicant must satisfy all requirements of work and necessary special requirements outlined in the job qualifications listed in the job description.

29.2.2 If there are no in-house applicants who meet the definition of suitable transfer, the City will evaluate all other applicants in accordance with the selection criteria. Between applicants including non-city employee applicants who the City considers to be equally qualified, the vacancy shall be filled in the following preferential order: first by the unit applicant employed by the Department in which the vacancy occurs, secondly, by the bargaining unit applicant, and thirdly, all other applicants including non-employee applicants and City employees who are not included in the bargaining unit.

29.3 Employees who, pursuant to Article 27, TRAINING, have completed training courses

satisfactorily as determined by the City shall be given a preference for promotion over other applicants, provided that the training relates directly to the duties and/or skills required for the promotional position, and the employee is otherwise qualified for the position.

- 29.4 Should a successful applicant become convinced within the first twenty (20) working days that s/he cannot cope with the new job, or should the City become convinced, within thirty (30) working days of the employee's appointment that the employee cannot fulfill the requirements of the job, then the reason therefore shall be put in writing, the Union President notified, and the employee shall be returned to his/her former job.
- 29.5 An employee appointed to a unit position shall be paid from the date of appointment at the permanent rate for the position at that employee's seniority step. Seniority shall be continuous permanent City service.
- 29.6 If an individual unit applicant for a position has cause for disputing the choice of the City, the employee may appeal the City's action using the established grievance procedure.

30. DISCIPLINARY PROCEDURE

- 30.1 No employee shall be discharged, demoted, or suspended except for just cause and notice of the reasons for such disciplinary action shall be stated in writing and given to the employee affected ~~and/or the Chief Steward~~ **and the Local President or their designee** ~~but in every case to the Chief Steward, within five (5) days after the effective date of the action.~~ Under the normal circumstances, disciplinary action shall be taken by the City within thirty (30) days of when the Department Head or appropriate designee learns of the event giving rise to the disciplinary action. Said thirty (30) day time frame shall not apply to disciplinary actions for abuse of sick leave. The thirty (30) day time frame is delayed in the case of vehicle accidents providing the employee's Department has an Accident Review Committee which may be a subcommittee of the departmental Safety Committee. The 30-day time frame begins when Department managers meet to discuss the accident following receipt of the Accident Review Committee report.
- 30.2 Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure and the Union shall have the right to take up matters of suspension, demotion or discharge at Step 9.1.3 of the procedure.
- 30.3 Pursuant to N.L.R.B. v. Weingarten Inc., the City recognizes the right of an employee to have a Union representative present at a disciplinary hearing or meeting.
- 30.4 For the purpose of this section, "disciplinary action" shall not include informal verbal

counseling or oral reprimands.

30.4.1 No record of an oral reprimand shall appear in a member's personnel file. However, routine critiques of a member's performance by his/her supervisor shall not be defined as an oral reprimand and may be noted in a member's performance evaluation.

30.5 All personnel records shall be confidential in conformity with applicable State Law. Any dispute concerning the confidentiality of such records or the access of members to those records shall be finally determined by a court of competent jurisdiction and is not an arbitrable matter under Article 9 of this contract.

30.5.1 Upon request, a member shall have the right to inspect his/her official personnel record wherever kept. Inspection shall be during regular business hours of the respective repository and be conducted under supervision. A member shall have the right to make duplicate copies for his/her own use. No record(s) shall be withheld from a member's inspection.

30.5.2 A member shall have the right to include in his/her personnel record written refutation of any material he/she considers to be detrimental.

30.6 Written Reprimands – Written reprimands shall be removed from an employee's personnel file after a period of two years provided that there has not been a recurrence of that offense during that two year period.

30.7 Disciplinary Suspensions –

30.7.1 Employees with suspensions of two days or less in their personnel file shall have those suspensions removed after a period of five (5) years.

30.7.2 Employees may request to have suspensions of three (3) days or more removed after a period of five (5) years. The Director of Human Resources will review such requests on a case by case basis. Factors that will be considered are the employee's prior disciplinary record, their overall personnel record, and their conduct since the discipline was taken.

31. BULLETIN BOARDS

The City shall permit the reasonable use of bulletin boards by the Union for the posting of notices relating to Union business provided that any such notice shall not be in violation

of local, state, or federal law.

32. ACCESS TO PREMISES

With the permission of the appropriate Division Head, such permission not to be arbitrarily withheld, representatives of the American Federation of State, County, and Municipal Employees, International Council No. 93, and Local 1373, may enter City premises for the investigation of pending disputes under the contract. A list of authorized Union representatives who may enter City premises shall be furnished by the Union within forty-five (45) days of the effective date of this Agreement to the appropriate Department Head, Division Head, and Director of Human Resources.

An elected official/designee from Local 1373 shall be allowed to address newly hired employees at the end of New Employee Orientation.

33. PERSONNEL REDUCTIONS AND SENIORITY

33.1 Reductions in personnel by the City result solely from the elimination of positions by department and by classification. Full-time employees by seniority may bump other full-time employees as outlined in the remainder of this Article or they may bump part-time employees in jobs in the same pay grade for which they are qualified to perform as determined by the City. Part-time employees may only bump other part-time positions. In the event a position is changed from full-time to part-time status, the job holder may choose to accept the part-time position or exercise his/her bumping rights to a full-time position. No layoff will be taken until the affected departments, classifications, the number and the names of the affected employees, have been identified.

33.2 For purposes of personnel reductions and bumping within the unit, seniority is defined as continuous permanent City service, and seniority rosters will be compiled on that basis. Seniority is not prorated for part-time employees.

33.2.1 In the event of a tie in seniority dates, the employee who has worked in the classification the longest will be deemed the more senior. In the event that the appointment date to present classification is the same, the employee who first applied for the position will be deemed the more senior. If the application dates are the same, the tie-breaking decision will be made by a toss of the coin.

33.2.2 Union officers shall have preferred seniority over all other employees for purposes of the exercise of bumping rights. Between such officers, seniority shall be in the following order:

President
Chief Steward
Vice-President
Stewards
Secretary
Unit Treasurer/Treasurer
Recording Secretary

In the event more than one person holds a particular office listed above, bumping shall be determined by seniority based on time in that Union office, as determined by the Union.

33.3 In the event of a personnel reduction, positions eliminated will be identified by department, and the employee with the least seniority in the position eliminated, as defined above, will be the employee placed on lay-off.

33.4 In the event of a personnel reduction resulting in lay-off, employees placed on lay-off may elect to bump into other unit positions in the following order:

33.4.1 The employee will first be offered any suitable vacant position in the department which is reducing its personnel. If there are no such vacancies, the employee will be offered any suitable vacant position in the bargaining unit. A vacant position shall be deemed to be "suitable" if it is in the same classification or is a position of an equal pay grade in the unit which the employee is qualified to perform, as determined by the City. The employee must possess and/or meet the requirements specified in the job description for that position. The employee shall take a suitable vacant position rather than bumping other employees, unless the employee can show:

33.4.1.1 that taking said vacancy would result in economic hardship for the employee such as a significant increase in travel time to work or inability to use the employee's normal mode of transportation; or

33.4.1.2 that taking said vacancy would result in personal hardship, such as a change in shift or conflict in the employee's working relationships.

33.4.2 If there are no vacant positions to which the employee can transfer, the employee shall bump the least senior employee so classified in the bargaining unit.

- 33.4.3 If there are no least senior employees in the same classification in the bargaining unit, the employee may bump the least senior employee in a position once held in the bargaining unit.
- 33.4.4 If there are no available positions under sub-sections 33.4.1 - 33.4.3 above, the employee may bump the least senior employee in positions which the City determines the employee is qualified to perform. In determining which positions the employee is qualified to perform, the City will accept input from the employee and/or the Union regarding which positions should be considered. Whenever an employee bumps into a new classification, the employee must have any licenses required in that classification.
- 33.4.5 City's determination as to qualifications of an employee to perform a job shall be final so long as it is not arbitrary and capricious.
- 33.5 Employees may opt to accept lay-off at any point in the bumping process rather than exercising their bumping rights.
- 33.6 No employee may bump into a promotional position. An employee who bumps into a position under subsections 33.4.1 - 33.4.4 above shall be paid at the rate provided in this Agreement for that classification. The appointment date of employees who bump will not change as a result of the bumping.
- 33.7 Employees who are laid-off will receive separation pay as provided in Article 24.
- 33.8 Seniority rosters may be posted in work locations and sent to the Unit President once a year upon request. Separate seniority rosters shall be maintained for permanent full-time and part-time employees.
- 33.9 Seasonal or Temporary Breaks
- Seasonal breaks or temporary breaks in Recreation or Dental Health or other City funded programs resulting from financial constraints or school year schedules will not be deemed to be a lay-off of employees who are permanent employees. Seasonal or temporary breaks in the Public Assembly Facilities Division that are related to the fluctuation or variation of event schedules will not be deemed to be a lay-off of employees who are permanent employees. The seasonal or temporary breaks shall be by program area. Where possible, permanent part-time employees will be affected by program breaks before permanent full-time employees.

- 33.9.1 Such employees will be permitted to use any earned vacation time during such breaks. Sick and vacation accruals, holidays, health insurance and seniority benefits will continue for the first twelve (12) weeks of the temporary break or shutdown period. For breaks that exceed twelve (12) weeks in length, sick and vacation accruals, holiday payments and seniority benefits will cease after the first twelve (12) weeks and the employee will be eligible to continue their health insurance benefits through COBRA after the first twelve weeks of the seasonal or temporary break period.
- 33.9.2 In the event of a partial shutdown of programs for the above temporary breaks, employees regularly assigned to the affected programs shall have no bumping or recall rights to other positions during such break or shutdown.
- 33.9.3 Employees who do not respond to a return to work notice within ten (10) calendar days will be deemed to have resigned in good standing and given all applicable severance pay.

33.10 Recall

- 33.10.1 Employees who are laid-off or who bumped into positions under Section 33.4.1 - 33.4.5 above shall have a 15-month recall right to the classification from which the employee was laid-off, and in the reverse order of lay-off.
- 33.10.2 Employees laid-off and on the recall list may be offered temporary, seasonal, on-call, or project work but performance of said work will not affect or extend the recall period.
- 33.10.3 The City may rely on its records for the last address of the laid-off employees, and may remove from the list a person who does not respond or accept recall to work within ten (10) calendar days after mailing of notification. A copy of such recall notification shall be mailed to the President of the Unit for his/her information. If an employee retires, resigns, or is terminated from permanent City service for cause, the employee shall be removed from the recall list and lose all rights to recall.

34. SAFETY COMMITTEE

- 34.1 Departmental Safety Committees shall function to establish and review safety procedures in the bargaining unit, and will make advisory recommendations to Department Heads. The Department Head or designee shall respond to all written recommendations from the Safety Committee within thirty (30) days. The Safety Committee shall be composed

of at least as many labor representatives as management representatives. The Union will appoint labor representatives and alternates to serve on departmental Safety Committees unless there is agreement between the City and the Union which modifies committee representation. The Risk Manager or designee shall provide technical assistance to the Committee. The Risk Manager or designee shall hold the tie-breaking vote regarding advisory recommendations to the Department Heads.

34.2 Safety Standards

All employees shall follow safety standards while on duty for the City. This shall include, but not be limited to: the wearing and use of safety equipment, i.e. personal protective equipment, head protection, eye and face protection, foot protection, hearing protection, or any other equipment provided or furnished in any way by the City. The employees shall observe all safety rules and regulations established and posted by the City. Failure on the part of the employee to abide by such safety standards will result in disciplinary action.

34.3 Driver's Daily Checklist and Abuse of Equipment

The employees agree to perform "Driver's Daily Maintenance Checks" on City vehicles as established within their particular Department. The employer agrees to provide the employee with a typed checklist. The employees further agree not to willfully abuse City equipment.

- 34.4 Departmental Accident Review Committees shall function to recommend accident prevention methods, determining preventability of employee vehicle accidents, and make recommendations for improvements to fleet safety policy. These departmental committees shall be composed of at least as many labor representatives as management representatives and will include a safety professional to chair the committee and a representative from the Risk Management Division, who shall provide technical assistance to the committee regarding insurance and liability issues. It is agreed that the committee will play no role in disciplinary determinations.

35. JOB SPECIFICATIONS

Within thirty (30) days after execution of the Agreement, the City agrees to supply the Local President and the Bargaining Agent with copies of unit job specifications, including those modified during the negotiations which preceded this Agreement. Prior to modifying job specifications, the City will notify the Union in writing of the proposed changes. If the Union disputes the proposed modification(s) and/or changes made by the City, the Union shall within ten (10) business days of notice, request a meeting with the

Human Resources Director, or Designee, to discuss the modification(s) and/or changes. If the Union does not request a meeting in writing within the aforementioned ten (10) business days the modification(s) and/or changes made by the City shall be deemed acceptable by the Union and will go into effect. Thereafter, the City agrees to submit all modified specifications to the Local President and the Bargaining Agent for Union review.

36. LICENSE REQUIREMENTS

It shall continue to be the City's policy to require employees who are required to operate City vehicles to have and maintain a valid Maine Motor Vehicle Operator's license as required by the employee's classification. The City will periodically verify such a license. Consequences for the suspension of license are defined as follows:

- 36.1 Prior to the initial date of a temporary or permanent suspension of a required Maine Motor Vehicle Operator's license, the employee is required to submit written notice to the employer.
- 36.2 Suspension of a required Maine Motor Vehicle Operator's license for a period of up to six (6) months will result in an automatic pay reduction of ten percent (10%) for the duration of the license suspension.
- 36.3 Suspension of a required Maine Motor Vehicle Operator's license for a period of more than-six (6) months may result in immediate termination of employment.
- 36.4 A subsequent suspension of a required Maine Motor Vehicle Operator's license that occurs within three (3) years of the first license suspension will result in immediate termination.
- 36.5 Notwithstanding the above (subsections 36.1 thru 36.3), in those instances where a suspension of license is due to a medical reason, it shall be reviewed on a case-by-case basis.

37. LEGAL AID AND PROTECTION

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

- 37.2 The City will, with the consent of the employee, assume the defense of and indemnify any employee up to the statutory limit of the Maine Tort Claims Act against any claim which arises out of an act or omission occurring within the course or scope of his/her 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.
- 37.3 In all cases in which the City has assumed the defense of an employee, the City, acting through its Corporation Counsel, has the right to arrange, at the City's expense, for any attorney selected by the Corporation Counsel to defend the employee. In the event the City determines that outside counsel is needed for a particular case, Corporation Counsel will consider counsel requests submitted by an employee but reserves the right to either approve or decline that request. Further, in all cases in which the City has assumed the defense of an employee, the City Council may, in its discretion, and after consultation with the Corporation Counsel, authorize and accept settlement of the case.
- 37.4 The above legal aid and protection is also extended, on the same terms and conditions, to former employees for claims against them for acts or omissions during their employment with the City in positions covered by this Agreement.
- 37.5 It is a condition of the City's obligation to defend and/or indemnify an employee hereunder that the employee fully cooperate with the City in any claim by or against the City regardless of whether the employee works for the City at the time that the claim is filed. "Full cooperation" hereunder shall include, without limitation, providing information to the City and its attorneys (including attorneys designed 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 advise 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 obligations hereunder unless otherwise required by the Maine Tort Claims Act.
- 37.6 Paragraph 37.5 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.

- 37.7 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.

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

37.1.2 Employees will receive straight time pay for the hours spent in pre-trial and trial proceedings that occur during their regularly scheduled work hours. In the event that the time spent in pre-trial or trial proceedings begins during regularly scheduled hours and extends beyond the end of their regular work day, the employee may be eligible for overtime pay in accordance with Article 12.3 for the additional hours but will not be eligible for the three (3) hour minimum for the off-duty hours.

38. PRINTING OF AGREEMENT

The City agrees to supply the Union with **twenty five (25)** copies of the Agreement in legible print, within forty-five (45) working days after the signing of the Agreement. The City will also provide the Union with a PDF file copy of the Agreement. The Agreement and pay plans will be posted for viewing on the City's web site.

39. MILEAGE

- 39.1 The City will reimburse an employee utilizing a privately owned vehicle for official City business at the current IRS rate per mile for gasoline and oil. The City agrees to amend

this article in the event that the State of Maine increases mileage reimbursement levels for grant-funded positions.

- 39.2 Employees will comply with the reporting requirements regarding the submission of mileage reports as outlined in the Administrative Regulation 1 governing travel, lodging, and meal expenses.
- 39.3 In the event of a vehicle accident on duty, employees must follow the reporting requirements and receive reimbursement for out-of-pocket expenses as outlined in the January 1993 grievance resolution. These same guidelines will be applied to accidents involving the employee's parked vehicle that are determined to be hit and run accidents, to vehicle damage incurred on-duty at a job or work site, or to vehicle damage incurred while parked on-street providing the employee is parked in a legally authorized parking space and off-street parking is not provided by the City.
- 39.4 Vehicle damage incurred during the course of an employee's work will be handled by the Risk Division in accordance with standard procedures for evaluating any vehicle damage. Claims will be processed in accordance with industry standards.

40. EMBODIMENT OF AGREEMENT

- 40.1 The Parties acknowledge that during the negotiations which preceded this Agreement each had unlimited rights and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement.
- 40.2 Nothing contained in this agreement or its' attachments shall replace and/or supercede the provisions of Chapter 9-A, Title 26, M.S.R.A., Municipal Public Employees Labor Relations Law.

41. TERM OF AGREEMENT

This Agreement shall be effective July 1, 2019~~21~~, except as otherwise noted within, and shall remain in full force and effect until June 30, 2021~~24~~. The Union shall notify the City in writing on or before one hundred twenty (120) days prior to June 30, 2021~~24~~ that it desires to modify this Agreement. If said notice is given, this Agreement shall remain in

full force and be effective during the period of negotiation.

IN WITNESS WHEREOF, the parties hereto have signed this
Agreement by their representatives duly authorized on the date and year stated below.

DATED: _____

FOR THE CITY OF PORTLAND

FOR AFSCME LOCAL 1373

Danielle West, Interim City Manager

Cynthia Pebenito, CEBA President

Thomas Caiazzo, Chief Negotiator

Sylvia Hebert, AFSCME Council 93

EXHIBIT A

AFSCME STRONG

AFSCME Council 93

☒ **Yes! I am AFSCME Strong.**
I want a strong voice at work and in my community

Yes, sign me up to:

- ☒ Talk to colleagues at work about AFSCME
- ☒ Make phone calls to AFSCME members for campaigns
- ☒ Knock AFSCME member doors during campaigns

Membership Application

American Federation of State, County and Municipal Employees Membership and Authorization for Dues Deduction

I hereby apply for membership in Council 93 (hereafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement. If the applicable collective bargaining agreement or state statute does not address revocation, then this voluntary authorization and assignment shall be irrevocable, less of whether I am or remain a member of the Union, for a period of one year from the date of my joining or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period, or in accordance with state statute. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with Internal Revenue Service rulings, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

☐ New Member

PLEASE PRINT LEGIBLY.

☐ Re-commit

Local Number		Employer
Last Name	First Name	M.I.
Street Address		Apt. No.
City	State	ZIP Code
Date of Hire:		
SSN (last four digits)	Employee ID #	Job Title
Cell Phone	Personal E-mail Address	

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Signature	Date
-----------	------

Contribution Form

Become a PEOPLE MVP for \$8.35/ month (\$100 annually)



I hereby authorize my employer and associated agencies to deduct, each pay period, the amount certified as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035-5334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution

Deduction Per Pay Period

☐ \$5 ☐ \$10 ☐ \$15

☐ Other \$_____ each pp

Circle jacket size.
S M L XL 2XL Other _____

For Office Use Only

☐ JACKET RECEIVED

or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

PLEASE PRINT LEGIBLY.

Last Name	First Name	M.I.
Street Address		Apt. No.
City	State	ZIP Code
SSN (last four digits)	Employee ID #	Occupation
Local Number	Employer	
Cell Phone	Home Phone	

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Personal E-mail Address _____

Signature _____ Date _____

In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

059-16

APPENDIX A DEFINITIONS OF EMPLOYMENT

- I. **Permanent Employees** are employees who are appointed to a permanently budgeted position on either a full-time or part-time basis and have completed any required probationary period for such position.
- A. **Full-time employees** are regularly scheduled to work the regular work week on a continuing basis. Such employees receive full benefits as outlined in the AFSCME Local 1373 Agreement between the City and the Union.
- B. **Part-time employees** are regularly scheduled to work less than the regular work week on a continuing basis. Those part-time employees regularly scheduled to work 18.75 hours a week or more shall be entitled to the following benefits on a pro-rated basis only:
- 1) Sick leave accrual: weekly pro-ration based on standard hours or actual hours worked excluding hours compensated with premium pay or hours on excess of 37.5 hours (40 hours for RN's and LPN's),_ whichever is greater;
 - 2) Vacation accrual: weekly pro-ration based on standard hours or actual hours worked excluding hours compensated with premium pay or hours on excess of 37.5 hours (40 hours for RN's and LPN's), whichever is greater);
 - 3) City participation in the cost of medical insurance based on the employee's standard hours. A semi-annual review of hours worked will be conducted to determine if the employee has exceeded their standard schedule on average; if the additional hours would have put the employee into a different pro-ration category, as established by the City, through the City's health insurance rate schedule, the employee will receive a retroactive reimbursement through the payroll system; and
 - 4) Holidays, except as provided in Appendix G, part-time employees shall be compensated for a holiday only if it falls on an employee's regularly scheduled work day. Base holiday pay shall equal the number of hours the employee is regularly scheduled to work on that day of the week. Holiday premium pay is outlined in Article 13.5.
- Part-time employees** who are regularly scheduled to work less than 18.75 hours a week shall not be entitled to any sick leave, vacation leave, or holidays, **except part-time employees shall be paid at one and one-half times their hourly rate**

APPENDIX A (cont'd)

for all hours worked on a holiday in accordance with Article 13.4.2 and the City shall not participate in any of the cost of medical coverage.

Part-time employees are entitled to overtime pay only as provided in Article 12, Overtime.

* An employee regularly scheduled to work less than 21 hours per week shall be enrolled in the ICMA-RC PTS plan, in accordance with Article 16, PENSIONS.

Note: Effective August 2, 1998, pro-ration of accruals for part-time employees are calculated in accordance with the following Finance Department guidelines:

RN and LPN positions (full-time schedule is 40 hours per week)

Standard Hours of less than 20 hours-not benefit eligible

20 hours - full time benefits divided in half

20+ - 24 hours - pro-ration is based on 24 hours *

24+ - 27 hours - pro-ration is based on 27 hours

27+ - 32 hours – pro-ration is based on 32 hours

32+ - 36 hours - pro-ration is based on 36 hours

36+ - 40 hours - full benefits/no pro-ration

All other CEBA positions (full-time schedule is 37.5 hours)

Standard hours of less than 18.75 hours - not benefit eligible

18.75 hours - full time benefits divided in half

18.75+ - 22.5 hours - pro-ration is based on 22.5 hours *

22.5+ - 25 hours - pro-ration is based on 25 hours

25+ - 30 hours – pro-ration is based on 30 hours

30+ - 35 hours - pro-ration is based on 35 hours

APPENDIX A (cont'd)

35+ - 37.5 hours - full benefits/no pro-ration

If there are changes to the City's HTE programming that impact the calculation of pro-rated benefits, the City will provide the Union with a one-month notice of such changes.

- II. **Project employees** are persons appointed to work on a special project of limited duration or to fill in for a permanent employee who is on an approved leave of absence. Permanent positions that are partially funded by various State and federal grants (HCD, HUD, MSHA, and DHS) are excluded from this definition. Project employees hired on or after July 1, 1996 who work for **thirty-six** consecutive months or more shall be considered permanent employees. Project employees may work a standard work week or less and are eligible for full or pro-rated benefits as appropriate under this Agreement on the same basis as permanent full and part-time employees, after completion of a probationary period. Notwithstanding the foregoing, Article 32, PERSONNEL REDUCTIONS AND SENIORITY, will not apply to project employees, and they will be terminated upon completion of the special project, elimination of the non-City funding source, or the permanent employee's return from leave, with no bumping or recall rights. All other provisions of this Agreement shall cover project employees on the same basis as permanent employees, except that project employees are excluded by the Maine State Retirement System's regulations from participating in its term life insurance program.
- III. **Non-permanent employees** are on-call, temporary, or seasonal employees as follows, and are excluded from the provisions of this Agreement:
 - A. **On-call employees** are persons who are not regularly scheduled to work, but who are available to work on an intermittent, as-needed basis. Such persons shall be paid only for those hours actually worked.
 - B. **Seasonal employees** are persons in positions in an industry designated by the State or by the parties as a seasonal industry, e.g. summer recreation, golf, parks and cemetery programs, Portland's Downtown District and Ferry Terminal. The employee will expect to be terminated at the end of the season. Such employees will be paid only for those hours actually worked.
 - C. **Temporary employees** are persons who are regularly scheduled to work a standard work week or less, for a definite, limited period of time, usually not to exceed six (6) months, or who are appointed to replace an employee on leave of absence or at long-term training. Temporary employees shall not work more than six (6) consecutive months, unless they are replacing a permanent employee on leave. In such cases, employees shall have an estimated termination date from

APPENDIX A (cont'd)

the date of initial employment, but in no case shall such term exceed more than one (1) year except with the concurrence of the Union.

APPENDIX B1

AFSCME/CEBA CLASSIFICATION PLAN

GRADE 1

Recreation Programmer I

* GRADE 1M-S

Support Team Worker

* GRADE 1M-E

Event staff

GRADE 2

GRADE 3

Account Clerk I (Inactive)
Dietary Assistant (Inactive)
Life Skills Aide (Inactive)
Parking Division Cashier
Receptionist
Switchboard Operator

* GRADE 3M

Nursing Assistant (Inactive)
Unit Assistant

GRADE 4

Aquatic Programmer I
Laundry Machine Operator
Recreation Programmer I

GRADE 5

Cafeteria Cook
Clinical Assistant
Concessions Cook (Inactive)
Data Entry Clerk
Food and Beverage Worker
Food Preparation Worker
Laundry Operator (Effective July 3, 2022)
Nutrition and Supply Services Assistant (Inactive)
Nutritional Services Storekeeper
Police Records Clerk (Inactive)
Public Service Clerk

APPENDIX B-1 (cont'd)

* GRADE 5M

Certified Nursing Assistant
Unit Clerk

GRADE 6

Beautician (Inactive)
Medical Assistant (Inactive)

* GRADE 6M

Cook I

GRADE 7

Adult Day Care Recreation Aide
Ice Arena Programmer II
Recreation Assistant
Sr. Police Records Clerk (Inactive)

GRADE 8

Account Clerk II
Administrative Assistant
Animal Control Officer
Aquatic Programmer II
Assistant Security Coordinator (Inactive)
Cashier Clerk
Customer Service Specialist
Dental Health Educator (Inactive)
Election Assistant
Event Services Staff
Events Assistant
Facilities Guest Services Staff
Office Assistant
Park Ranger
Parking Office Assistant was in old contract
~~Parking control officer~~
Process Server
Shelter Security Guard
Usher Coordinator (Inactive)
Vital Records Clerk

APPENDIX B-1 (cont'd)

GRADE 9

Customer Service Representative
Dental Assistant
Office Associate

Printer (Inactive)
Recreation Programmer II
Shelter Attendant

GRADE 10

AP/Stormwater Cashier Clerk
Election Assistant (Effective July 3, 2022)
Engineering Technician
Lead Scalehouse Attendant (Inactive)
Parking Control Officer
Parking Garage Shift Leader
Park Ranger Effective July 3, 2022
Security Supervisor
Senior Public Service Clerk (Inactive)
~~Supervising Park Ranger~~
Treasury Cashier Clerk
Vital Records Clerk (Effective July 3, 2022)

*** GRADE 10M**

Licensed Practical Nurse

*** GRADE 10M – LDT**

Licensed Dietetic Technician

GRADE 11

Assessment Support Services Specialist
Booking Coordinator (Inactive)
Financial Eligibility Specialist
Housing Inspector (Inactive)
Materials Manager
Medical Transcriptionist (Inactive)
Permitting and Inspections Customer Associate – not in old contract
Permitting and Inspections Support Services Specialist
Planning Technician
Support Services Specialist
Volunteer Coordinator (Inactive)
Water Resources Support Services Specialist

APPENDIX B-1 (cont'd)

GRADE 12

Accountant
Administrative Associate
Computer Operator (Inactive)
~~Human Service Specialist~~
~~Human Services Eligibility Specialist~~
Laboratory Technician (Inactive)
Lead Cashier Clerk – Treasury
Permit Technician

GRADE 13

Adult Day Care Program Coordinator (*Inactive*)
Financial Administrative Assistant
Human Service Specialist (Effective July 3, 2022)
Human Services Eligibility Specialist (Effective July 3, 2022)
Licensing & Registration Assistant
Licensing Inspector (Inactive)
Senior Printer (Inactive)

GRADE 14

Certified Permit Technician
Computer Operations Specialist (Inactive)
Senior Parking Control Officer
Supervising Park Ranger Effective July 3, 2022

GRADE 15

Facilities Guest Services Supervisor
Financial Services Specialist (Inactive)
Geriatric Social Worker

*** GRADE 15M-N**

Adult Day Services Nurse
Registered Nurse

*** GRADE 15M-HD**

Dental Hygienist

*** GRADE 15M-HM**

Outreach Worker
Substance Abuse Counselor/Case Manager (Inactive)

APPENDIX B-1 (cont'd)

GRADE 16

Appraiser
Appraiser/Code Enforcement Officer (Inactive)
~~Code Enforcement Officer~~
Communications & Customer Services Specialist
Help Desk Specialist
Network Operations Specialist
Personal Property Appraiser
Solid Waste Compliance Officer
Solid Waste Program Administrator

*** Grade 16M - H**

Public Health Nurse

GRADE 17

Construction Inspector
Engineering Archivist
GIS Mapping Technician
Health Inspector
IT Service Desk Technician
Parks GIS Mapping Technician
Project Assistant (Inactive)
Rehabilitation Specialist
Water Resources Technician

*** GRADE 17M**

~~Certified Code Enforcement Officer~~
~~Certified Code Enforcement Officer – Housing Safety Office~~
~~Certified Code Enforcement Officer – Health Inspector~~

GRADE 18

Asset Management Technician
~~Code Enforcement Officer – Electrical~~
Electrical Inspector (Inactive)
Engineering Asset Management Technician
Facilities Security Officer (Inactive)
GIS Mapping Specialist
Loan Officer
Pavement Inspector (Inactive)
Port Facility Security Officer (Inactive)
Preservation Compliance Officer
Senior Appraiser

APPENDIX B-1 (cont'd)

GRADE 18 (cont'd)

Survey CAD Specialist
Survey GIS Specialist
Transportation Technician (Inactive)
Water Resources Compliance Specialist

*** GRADE 18M-SP**

Certified Code Enforcement Officer (Effective July 3, 2022)
Certified Code Enforcement Officer – Health Inspector (Effective July 3, 2022)
Certified Code Enforcement Officer – Housing Safety Office (Effective July 3, 2022)
Code Enforcement Officer – Electrical (Effective July 3, 2022)
Code Enforcement Field Supervisor (Inactive)
Code Enforcement Officer/ Plan Reviewer
Construction Inspection Specialist
Lead Surveyor
Life Safety Code Enforcement Officer/Plan reviewer
Zoning Specialist

* **GRADE 18M-AP**

Appraiser/Certified Code Enforcement Officer (Inactive)

* See Appendices **Appendix B-2** ~~B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13, B-14, B-15, B-16 and B-17~~ for market wage rates.

CEBA BASE PAY PLAN											
APPENDIX B-2											
PAY PLAN EFFECTIVE JULY 4, 2021											
(FY22)											
PAY		1	2	3	4	5	6	7	8	9	COLA: 0%
GRADE		Recruit	6 mos-1 yr.	1-2 yrs.	2-4 yrs.	4-6 yrs.	6-8 yrs.	8-12 yrs.	12-16 yrs.	16-20 yrs.	20+ yrs.
1	Annual	28,918.76	30,088.76	30,732.00	31,512.00	32,272.76	33,033.00	33,891.00	34,690.76	35,568.00	36,699.00
	Weekly	556.13	578.63	591.00	606.00	620.63	635.25	651.75	667.13	684.00	705.75
	Hourly	14.83	15.43	15.76	16.16	16.55	16.94	17.38	17.79	18.24	18.82
2	Annual	29,757.00	31,005.00	31,629.00	32,389.76	33,189.00	33,988.76	34,827.00	35,646.00	36,504.00	37,693.76
	Weekly	572.25	596.25	608.25	622.88	638.25	653.63	669.75	685.50	702.00	724.88
	Hourly	15.26	15.90	16.22	16.61	17.02	17.43	17.86	18.28	18.72	19.33
3	Annual	30,556.76	31,746.00	32,370.00	33,189.00	33,969.00	34,827.00	35,646.00	36,504.00	37,420.76	38,707.76
	Weekly	587.63	610.50	622.50	638.25	653.25	669.75	685.50	702.00	719.63	744.38
	Hourly	15.67	16.28	16.60	17.02	17.42	17.86	18.28	18.72	19.19	19.85
4	Annual	31,258.76	32,506.76	33,169.76	33,949.76	34,729.76	35,626.76	36,504.00	37,420.76	38,337.00	39,624.00
	Weekly	601.13	625.13	637.88	652.88	667.88	685.13	702.00	719.63	737.25	762.00
	Hourly	16.03	16.67	17.01	17.41	17.81	18.27	18.72	19.19	19.66	20.32
5	Annual	32,077.76	33,345.00	34,066.76	34,885.76	35,685.00	36,582.00	37,498.76	38,434.76	39,370.76	40,716.00
	Weekly	616.88	641.25	655.13	670.88	686.25	703.50	721.13	739.13	757.13	783.00
	Hourly	16.45	17.10	17.47	17.89	18.30	18.76	19.23	19.71	20.19	20.88
6	Annual	33,091.76	34,417.76	35,158.76	36,016.76	36,913.76	37,732.76	38,649.00	39,585.00	40,599.00	42,120.00
	Weekly	636.38	661.88	676.13	692.63	709.88	725.63	743.25	761.25	780.75	810.00
	Hourly	16.97	17.65	18.03	18.47	18.93	19.35	19.82	20.30	20.82	21.60
7	Annual	33,969.00	35,353.76	36,075.00	36,952.76	37,771.76	38,746.76	39,721.76	40,716.00	41,730.00	43,192.76
	Weekly	653.25	679.88	693.75	710.63	726.38	745.13	763.88	783.00	802.50	830.63
	Hourly	17.42	18.13	18.50	18.95	19.37	19.87	20.37	20.88	21.40	22.15
8	Annual	35,139.00	36,523.76	37,264.76	38,103.00	39,097.76	40,072.76	41,067.00	42,120.00	43,192.76	44,616.00
	Weekly	675.75	702.38	716.63	732.75	751.88	770.63	789.75	810.00	830.63	858.00
	Hourly	18.02	18.73	19.11	19.54	20.05	20.55	21.06	21.60	22.15	22.88
9	Annual	36,094.76	37,576.76	38,395.76	39,253.76	40,209.00	41,203.76	42,237.00	43,309.76	44,382.00	45,864.00
	Weekly	694.13	722.63	738.38	754.88	773.25	792.38	812.25	832.88	853.50	882.00
	Hourly	18.51	19.27	19.69	20.13	20.62	21.13	21.66	22.21	22.76	23.52
10	Annual	36,660.00	38,103.00	38,844.00	39,936.00	40,930.76	41,847.00	42,919.76	43,992.00	45,123.00	46,702.76
	Weekly	705.00	732.75	747.00	768.00	787.13	804.75	825.38	846.00	867.75	898.13
	Hourly	18.80	19.54	19.92	20.48	20.99	21.46	22.01	22.56	23.14	23.95
11	Annual	37,635.00	39,156.00	39,975.00	40,969.76	42,003.00	42,978.00	44,109.00	45,240.00	46,351.76	48,028.76
	Weekly	723.75	753.00	768.75	787.88	807.75	826.50	848.25	870.00	891.38	923.63
	Hourly	19.30	20.08	20.50	21.01	21.54	22.04	22.62	23.20	23.77	24.63
12	Annual	38,746.76	40,384.76	41,184.00	42,198.00	43,290.00	44,265.00	45,493.76	46,663.76	47,853.00	49,374.00
	Weekly	745.13	776.63	792.00	811.50	832.50	851.25	874.88	897.38	920.25	949.50
	Hourly	19.87	20.71	21.12	21.64	22.20	22.70	23.33	23.93	24.54	25.32

CEBA BASE PAY PLAN											
APPENDIX B-2											
PAY PLAN EFFECTIVE JULY 4, 2021											
(FY22)											
											COLA: 0%
PAY		1	2	3	4	5	6	7	8	9	10
GRADE		Recruit	6 mos-1 yr.	1-2 yrs.	2-4 yrs.	4-6 yrs.	6-8 yrs.	8-12 yrs.	12-16 yrs.	16-20 yrs.	20+ yrs.
13	Annual	40,072.76	41,730.00	42,529.76	43,543.76	44,733.00	45,766.76	46,975.76	48,126.00	49,354.76	51,129.00
	Weekly	770.63	802.50	817.88	837.38	860.25	880.13	903.38	925.50	949.13	983.25
	Hourly	<u>20.55</u>	<u>21.40</u>	<u>21.81</u>	<u>22.33</u>	<u>22.94</u>	<u>23.47</u>	<u>24.09</u>	<u>24.68</u>	<u>25.31</u>	<u>26.22</u>
14	Annual	41,145.00	42,861.00	43,719.00	44,889.00	45,942.00	47,112.00	48,282.00	49,491.00	50,719.76	52,513.76
	Weekly	791.25	824.25	840.75	863.25	883.50	906.00	928.50	951.75	975.38	1,009.88
	Hourly	<u>21.10</u>	<u>21.98</u>	<u>22.42</u>	<u>23.02</u>	<u>23.56</u>	<u>24.16</u>	<u>24.76</u>	<u>25.38</u>	<u>26.01</u>	<u>26.93</u>
15	Annual	42,607.76	44,304.00	45,279.00	46,390.76	47,580.00	48,789.00	49,998.00	51,187.76	52,474.76	54,405.00
	Weekly	819.38	852.00	870.75	892.13	915.00	938.25	961.50	984.38	1,009.13	1,046.25
	Hourly	<u>21.85</u>	<u>22.72</u>	<u>23.22</u>	<u>23.79</u>	<u>24.40</u>	<u>25.02</u>	<u>25.64</u>	<u>26.25</u>	<u>26.91</u>	<u>27.90</u>
16	Annual	43,699.76	45,610.76	46,527.00	47,677.76	48,847.76	50,056.76	51,265.76	52,552.76	53,878.76	55,770.00
	Weekly	840.38	877.13	894.75	916.88	939.38	962.63	985.88	1,010.63	1,036.13	1,072.50
	Hourly	<u>22.41</u>	<u>23.39</u>	<u>23.86</u>	<u>24.45</u>	<u>25.05</u>	<u>25.67</u>	<u>26.29</u>	<u>26.95</u>	<u>27.63</u>	<u>28.60</u>
17	Annual	46,117.76	48,106.76	49,003.76	50,310.00	51,558.00	52,767.00	54,171.00	55,477.76	56,881.76	58,831.76
	Weekly	886.88	925.13	942.38	967.50	991.50	1,014.75	1,041.75	1,066.88	1,093.88	1,131.38
	Hourly	<u>23.65</u>	<u>24.67</u>	<u>25.13</u>	<u>25.80</u>	<u>26.44</u>	<u>27.06</u>	<u>27.78</u>	<u>28.45</u>	<u>29.17</u>	<u>30.17</u>
18	Annual	48,730.76	50,778.00	51,714.00	53,098.76	54,424.76	55,672.76	57,213.00	58,597.76	60,021.00	62,166.00
	Weekly	937.13	976.50	994.50	1,021.13	1,046.63	1,070.63	1,100.25	1,126.88	1,154.25	1,195.50
	Hourly	<u>24.99</u>	<u>26.04</u>	<u>26.52</u>	<u>27.23</u>	<u>27.91</u>	<u>28.55</u>	<u>29.34</u>	<u>30.05</u>	<u>30.78</u>	<u>31.88</u>

CEBA MARKET RATE PAY PLAN *											
APPENDIX B-2											
PAY PLAN EFFECTIVE JULY 4, 2021 (FY22)											
											COLA: 0%
1M-S SUPPORT TEAM WORKER (Grade 1M)											
37.5 hours/week											
	1	2	3	4	5	6	7	8	9	10	11
	Recruit	6 mos.	1 yr.	2 yrs.	3 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.
Annual	26,091.00	27,495.00	29,035.76	30,576.00	32,214.00	33,988.76	35,880.00	37,557.00	38,395.76	39,331.76	40,579.76
Weekly	501.75	528.75	558.38	588.00	619.50	653.63	690.00	722.25	738.38	756.38	780.38
Hourly	13.38	14.10	14.89	15.68	16.52	17.43	18.40	19.26	19.69	20.17	20.81
Barron Center Differential											
All work performed by the above employees on the second and third shift or for any work performed on a weekend (but not for both) shall be compensated for by an additional one dollar (\$1.00) per hour.											
3M - UNIT ASSISTANT (Grade 3M)											
37.5 hours/week											
	1	2	3	4	5	6	7	8	9	10	11
	Recruit	6 mos.	1 yr.	2 yrs.	3 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.
Annual	27,709.76	29,055.00	30,381.00	31,824.00	33,345.00	34,690.76	36,601.76	38,317.76	39,253.76	40,111.76	41,067.00
Weekly	532.88	558.75	584.25	612.00	641.25	667.13	703.88	736.88	754.88	771.38	789.75
Hourly	14.21	14.90	15.58	16.32	17.10	17.79	18.77	19.65	20.13	20.57	21.06
Barron Center Differential											
All work performed by the above employees on the second and third shift or for any work performed on a weekend (but not for both) shall be compensated for as follows:											
	Weekday evenings (2nd shift)			\$1.00 per hour							
	Weekday nights (3rd shift)			\$2.00 per hour							
	Weekend days			\$1.00 per hour							
	Weekend evenings (2nd shift)			\$2.00 per hour							
	Weekend nights (3rd shift)			\$3.00 per hour							
5M-N UNIT CLERK (Grade UC)											
37.5 hours/week											
	1	2	3	4	5	6	7	8	9	10	11
	Recruit	6 mos.	1 yr.	2 yrs.	3 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.
Annual	31,395.00	32,721.00	34,047.00	35,509.76	37,011.00	38,356.76	40,326.00	41,983.76	42,997.76	43,992.00	45,708.00
Weekly	603.75	629.25	654.75	682.88	711.75	737.63	775.50	807.38	826.88	846.00	879.00
Hourly	16.10	16.78	17.46	18.21	18.98	19.67	20.68	21.53	22.05	22.56	23.44
Barron Center Differential											
All work performed by the above employees on the second and third shift or for any work performed on a weekend (but not for both) shall be compensated for as follows:											
	Weekday evenings (2nd shift)			\$1.00 per hour							
	Weekday nights (3rd shift)			\$2.00 per hour							
	Weekend days			\$1.00 per hour							
	Weekend evenings (2nd shift)			\$2.00 per hour							
	Weekend nights (3rd shift)			\$3.00 per hour							
* The preceding wages are based on a market rate and may be adjusted during the term of the Agreement by mutual agreement of the parties.											

APPENDIX B-2

COLA: 0%

37.5 hours/week

	1	2	3	4	5	6	7	8	9	10	11
	Recruit	6 mos.	1 yr.	2 yrs.	3 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.
Annual	29,055.00	30,322.76	31,707.00	33,169.76	34,671.00	36,250.76	37,927.76	39,643.76	40,560.00	41,515.76	42,529.76
Weekly	558.75	583.13	609.75	637.88	666.75	697.13	729.38	762.38	780.00	798.38	817.88
Hourly	14.90	15.55	16.26	17.01	17.78	18.59	19.45	20.33	20.80	21.29	21.81

All work performed by the above employees on the second and third shift or for any work performed on a weekend (but not for both) shall be compensated for as follows:

	Weekday evenings (2nd shift)	\$1.00 per hour					
	Weekday nights (3rd shift)	\$2.00 per hour					
	Weekend days	\$1.00 per hour					
	Weekend evenings (2nd shift)	\$2.00 per hour					
	Weekend nights (3rd shift)	\$3.00 per hour					

37.5 hours/week

	1	2	3	4	5	6	7	8	9	10	
	Recruit	6 mos.	1 yr.	2 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.	
Annual	35,743.76	36,426.00	37,206.00	38,044.76	39,351.00	40,521.00	41,769.00	42,841.76	43,894.76	45,025.76	
Weekly	687.38	700.50	715.50	731.63	756.75	779.25	803.25	823.88	844.13	865.88	
Hourly	18.33	18.68	19.08	19.51	20.18	20.78	21.42	21.97	22.51	23.09	

All work performed by the above employees on the second and third shift or for any work performed on a weekend (but not for both) shall be compensated for by an additional one dollar (\$1.00) per hour.

37.5 hours/week

	1	2	3	4	5	6	7	8	9	10	11
	Recruit	6 mos.	1 yr.	2 yrs.	3 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.
Annual	36,660.00	38,103.00	38,844.00	39,936.00	40,911.00	41,847.00	42,919.76	44,226.00	45,337.76	46,449.00	47,658.00
Weekly	705.00	732.75	747.00	768.00	786.75	804.75	825.38	850.50	871.88	893.25	916.50
Hourly	18.80	19.54	19.92	20.48	20.98	21.46	22.01	22.68	23.25	23.82	24.44

All work performed by the above employees on the second and third shift or for any work performed on a weekend (but not for both) shall be compensated for by an additional one dollar (\$1.00) per hour.

* The preceding wages are based on a market rate and may be adjusted during the term of the Agreement by mutual agreement of the parties.

CEBA MARKET RATE PAY PLAN *											
APPENDIX B-2											
PAY PLAN EFFECTIVE JULY 4, 2021 (FY22)											
											COLA: 0%
10M - LICENSED PRACTICAL NURSE (Grade 10M)											
40 hours/week											
	1	2	3	4	5	6	7	8	9	10	11
	Recruit	6 mos.	1 yr.	2 yrs.	3 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.
Annual	45,219.20	46,654.40	48,193.60	49,753.60	51,230.40	52,769.60	54,308.80	55,848.00	57,220.80	58,656.00	60,819.20
Weekly	869.60	897.20	926.80	956.80	985.20	1,014.80	1,044.40	1,074.00	1,100.40	1,128.00	1,169.60
Hourly	21.74	22.43	23.17	23.92	24.63	25.37	26.11	26.85	27.51	28.20	29.24
Barron Center Differential											
All work performed by the above employees on the second and third shift or for any work performed on a weekend (but not for both) shall be compensated for as follows:											
	Weekday evenings (2nd shift)			\$1.00 per hour							
	Weekday nights (3rd shift)			\$2.00 per hour							
	Weekend days			\$1.00 per hour							
	Weekend evenings (2nd shift)			\$2.00 per hour							
	Weekend nights (3rd shift)			\$3.00 per hour							
15M-N REGISTERED NURSE AND ADULT DAY SERVICES NURSE (Grade 15M)											
40 hours/week											
	1	2	3	4	5	6	7	8	9	10	11
	Recruit	6 mos.	1 yr.	2 yrs.	3 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.
Annual	53,934.40	55,494.40	57,033.60	58,656.00	60,424.00	62,088.00	63,856.00	65,062.40	66,705.60	68,369.60	70,054.40
Weekly	1,037.20	1,067.20	1,096.80	1,128.00	1,162.00	1,194.00	1,228.00	1,251.20	1,282.80	1,314.80	1,347.20
Hourly	25.93	26.68	27.42	28.20	29.05	29.85	30.70	31.28	32.07	32.87	33.68
Barron Center Differential											
All work performed by the above employees on the second and third shift or for any work performed on a weekend (but not for both) shall be compensated for as follows:											
	Weekday evenings (2nd shift)			\$1.00 per hour							
	Weekday nights (3rd shift)			\$2.00 per hour							
	Weekend days			\$1.00 per hour							
	Weekend evenings (2nd shift)			\$2.00 per hour							
	Weekend nights (3rd shift)			\$3.00 per hour							
15M-HD DENTAL HYGIENIST (Grade DH)											
37.5 hours/week											
	1	2	3	4	5	6	7	8	9		
	Recruit	6 mos.	1 yr.	2 yrs.	4 yrs.	6 yrs.	12 yrs.	16 yrs.	20+ yrs.		
Annual	59,728.76	62,088.00	64,584.00	66,534.00	68,523.00	70,590.00	72,364.76	74,158.76	76,069.76		
Weekly	1,148.63	1,194.00	1,242.00	1,279.50	1,317.75	1,357.50	1,391.63	1,426.13	1,462.88		
Hourly	30.63	31.84	33.12	34.12	35.14	36.20	37.11	38.03	39.01		
Note: Team Leader stipend (\$1.00 per hour) included in base wage.											
* The preceding wages are based on a market rate and may be adjusted during the term of the Agreement by mutual agreement of the parties.											

CEBA MARKET RATE PAY PLAN *										
APPENDIX B-2										
PAY PLAN EFFECTIVE JULY 4, 2021 (FY22)										
										COLA: 0%
15M-HM OUTREACH WORKER AND SUBSTANCE ABUSE COUNSELOR/CASE MANAGER (Grade OW)										
37.5 hours/week										
	1	2	3	4	5	6	7	8	9	10
	Recruit	6 mos.	1 yr.	2 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20 yrs.
Annual	45,279.00	46,429.76	47,580.00	48,789.00	49,998.00	50,680.76	51,538.76	52,767.00	54,151.76	55,458.00
Weekly	870.75	892.88	915.00	938.25	961.50	974.63	991.13	1,014.75	1,041.38	1,066.50
Hourly	<u>23.22</u>	<u>23.81</u>	<u>24.40</u>	<u>25.02</u>	<u>25.64</u>	<u>25.99</u>	<u>26.43</u>	<u>27.06</u>	<u>27.77</u>	<u>28.44</u>
16M-H PUBLIC HEALTH NURSE (Grade 16M)										
37.5 hours/week										
	1	2	3	4	5	6	7	8	9	
	Recruit	6 mos.	1 yr.	2 yrs.	4 yrs.	6 yrs.	12 yrs.	16 yrs.	20+ yrs.	
Annual	55,185.00	57,427.76	59,689.76	61,522.76	63,336.00	65,266.76	66,885.00	68,562.00	70,941.00	
Weekly	1,061.25	1,104.38	1,147.88	1,183.13	1,218.00	1,255.13	1,286.25	1,318.50	1,364.25	
Hourly	<u>28.30</u>	<u>29.45</u>	<u>30.61</u>	<u>31.55</u>	<u>32.48</u>	<u>33.47</u>	<u>34.30</u>	<u>35.16</u>	<u>36.38</u>	
17M - CERTIFIED CODE ENFORCEMENT OFFICER (Grade 17M)										
37.5 hours/week										
	1	2	3	4	5	6	7	8	9	10
	Recruit	6 mos.	1 yr.	2 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.
Annual	47,326.76	49,218.00	50,173.76	51,538.76	52,630.76	54,054.00	55,282.76	56,706.00	58,090.76	59,592.00
Weekly	910.13	946.50	964.88	991.13	1,012.13	1,039.50	1,063.13	1,090.50	1,117.13	1,146.00
Hourly	<u>24.27</u>	<u>25.24</u>	<u>25.73</u>	<u>26.43</u>	<u>26.99</u>	<u>27.72</u>	<u>28.35</u>	<u>29.08</u>	<u>29.79</u>	<u>30.56</u>
18M-SP CODE ENF FIELD SUPERVISOR, CODE ENF PLAN REVIEWER AND ZONING SPEC (Grade 18M)										
37.5 hours/week										
	1	2	3	4	5	6	7	8	9	10
	Recruit	6 mos.	1 yr.	2 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.
Annual	50,251.76	51,811.76	53,313.00	54,892.76	56,647.76	58,324.76	59,982.00	61,542.00	63,082.76	64,662.00
Weekly	966.38	996.38	1,025.25	1,055.63	1,089.38	1,121.63	1,153.50	1,183.50	1,213.13	1,243.50
Hourly	<u>25.77</u>	<u>26.57</u>	<u>27.34</u>	<u>28.15</u>	<u>29.05</u>	<u>29.91</u>	<u>30.76</u>	<u>31.56</u>	<u>32.35</u>	<u>33.16</u>
18M-AP APPRAISER / CERTIFIED CODE ENFORCEMENT OFFICER (Grade 18A)										
37.5 hours/week										
	1	2	3	4	5	6	7	8	9	10
	Recruit	6 mos.	1 yr.	2 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.
Annual	49,939.76	51,948.00	52,903.76	54,229.76	55,516.76	56,842.76	58,285.76	59,748.00	61,230.00	62,751.00
Weekly	960.38	999.00	1,017.38	1,042.88	1,067.63	1,093.13	1,120.88	1,149.00	1,177.50	1,206.75
Hourly	<u>25.61</u>	<u>26.64</u>	<u>27.13</u>	<u>27.81</u>	<u>28.47</u>	<u>29.15</u>	<u>29.89</u>	<u>30.64</u>	<u>31.40</u>	<u>32.18</u>

* The preceding wages are based on a market rate and may be adjusted during the term of the Agreement by mutual agreement of the parties.

CEBA BASE PAY PLAN											
APPENDIX B-2											
PAY PLAN EFFECTIVE JULY 3, 2022											
(FY23)											
											COLA: 2.5%
PAY		1	2	3	4	5	6	7	8	9	10
GRADE		Recruit	6 mos-1 yr.	1-2 yrs.	2-4 yrs.	4-6 yrs.	6-8 yrs.	8-12 yrs.	12-16 yrs.	16-20 yrs.	20+ yrs.
1	Annual	29,640.00	30,849.00	31,492.76	32,292.00	33,072.00	33,852.00	34,729.76	35,548.76	36,465.00	37,615.76
	Weekly	570.00	593.25	605.63	621.00	636.00	651.00	667.88	683.63	701.25	723.38
	Hourly	15.20	15.82	16.15	16.56	16.96	17.36	17.81	18.23	18.70	19.29
2	Annual	30,498.00	31,785.00	32,428.76	33,208.76	34,027.76	34,846.76	35,704.76	36,543.00	37,420.76	38,629.76
	Weekly	586.50	611.25	623.63	638.63	654.38	670.13	686.63	702.75	719.63	742.88
	Hourly	15.64	16.30	16.63	17.03	17.45	17.87	18.31	18.74	19.19	19.81
3	Annual	31,317.00	32,545.76	33,189.00	34,027.76	34,827.00	35,704.76	36,543.00	37,420.76	38,356.76	39,682.76
	Weekly	602.25	625.88	638.25	654.38	669.75	686.63	702.75	719.63	737.63	763.13
	Hourly	16.06	16.69	17.02	17.45	17.86	18.31	18.74	19.19	19.67	20.35
4	Annual	32,038.76	33,325.76	34,008.00	34,807.76	35,607.00	36,523.76	37,420.76	38,356.76	39,292.76	40,618.76
	Weekly	616.13	640.88	654.00	669.38	684.75	702.38	719.63	737.63	755.63	781.13
	Hourly	16.43	17.09	17.44	17.85	18.26	18.73	19.19	19.67	20.15	20.83
5	Annual	32,877.00	34,183.76	34,924.76	35,763.00	36,582.00	37,498.76	38,434.76	39,390.00	40,345.76	41,730.00
	Weekly	632.25	657.38	671.63	687.75	703.50	721.13	739.13	757.50	775.88	802.50
	Hourly	16.86	17.53	17.91	18.34	18.76	19.23	19.71	20.20	20.69	21.40
6	Annual	33,910.76	35,275.76	36,036.00	36,913.76	37,830.00	38,668.76	39,624.00	40,579.76	41,613.00	43,173.00
	Weekly	652.13	678.38	693.00	709.88	727.50	743.63	762.00	780.38	800.25	830.25
	Hourly	17.39	18.09	18.48	18.93	19.40	19.83	20.32	20.81	21.34	22.14
7	Annual	34,827.00	36,231.00	36,972.00	37,869.00	38,707.76	39,721.76	40,716.00	41,730.00	42,783.00	44,265.00
	Weekly	669.75	696.75	711.00	728.25	744.38	763.88	783.00	802.50	822.75	851.25
	Hourly	17.86	18.58	18.96	19.42	19.85	20.37	20.88	21.40	21.94	22.70
8	Annual	36,016.76	37,440.00	38,200.76	39,058.76	40,072.76	41,067.00	42,100.76	43,173.00	44,265.00	45,727.76
	Weekly	692.63	720.00	734.63	751.13	770.63	789.75	809.63	830.25	851.25	879.38
	Hourly	18.47	19.20	19.59	20.03	20.55	21.06	21.59	22.14	22.70	23.45
9	Annual	36,991.76	38,512.76	39,351.00	40,228.76	41,223.00	42,237.00	43,290.00	44,401.76	45,493.76	47,014.76
	Weekly	711.38	740.63	756.75	773.63	792.75	812.25	832.50	853.88	874.88	904.13
	Hourly	18.97	19.75	20.18	20.63	21.14	21.66	22.20	22.77	23.33	24.11
10	Annual	37,576.76	39,058.76	39,819.00	40,930.76	41,944.76	42,900.00	43,992.00	45,084.00	46,254.00	47,872.76
	Weekly	722.63	751.13	765.75	787.13	806.63	825.00	846.00	867.00	889.50	920.63
	Hourly	19.27	20.03	20.42	20.99	21.51	22.00	22.56	23.12	23.72	24.55
11	Annual	38,571.00	40,131.00	40,969.76	42,003.00	43,056.00	44,050.76	45,220.76	46,371.00	47,502.00	49,237.76
	Weekly	741.75	771.75	787.88	807.75	828.00	847.13	869.63	891.75	913.50	946.88
	Hourly	19.78	20.58	21.01	21.54	22.08	22.59	23.19	23.78	24.36	25.25
12	Annual	39,721.76	41,398.76	42,217.76	43,251.00	44,382.00	45,376.76	46,624.76	47,833.76	49,042.76	50,602.76
	Weekly	763.88	796.13	811.88	831.75	853.50	872.63	896.63	919.88	943.13	973.13
	Hourly	20.37	21.23	21.65	22.18	22.76	23.27	23.91	24.53	25.15	25.95

CEBA BASE PAY PLAN											
APPENDIX B-2											
PAY PLAN EFFECTIVE JULY 3, 2022											
(FY23)											
											COLA: 2.5%
PAY		1	2	3	4	5	6	7	8	9	10
GRADE		Recruit	6 mos-1 yr.	1-2 yrs.	2-4 yrs.	4-6 yrs.	6-8 yrs.	8-12 yrs.	12-16 yrs.	16-20 yrs.	20+ yrs.
13	Annual	41,067.00	42,783.00	43,602.00	44,635.76	45,844.76	46,917.00	48,145.76	49,335.00	50,583.00	52,416.00
	Weekly	789.75	822.75	838.50	858.38	881.63	902.25	925.88	948.75	972.75	1,008.00
	Hourly	<u>21.06</u>	<u>21.94</u>	<u>22.36</u>	<u>22.89</u>	<u>23.51</u>	<u>24.06</u>	<u>24.69</u>	<u>25.30</u>	<u>25.94</u>	<u>26.88</u>
14	Annual	42,178.76	43,933.76	44,811.00	46,020.00	47,092.76	48,282.00	49,491.00	50,719.76	51,987.00	53,820.00
	Weekly	811.13	844.88	861.75	885.00	905.63	928.50	951.75	975.38	999.75	1,035.00
	Hourly	<u>21.63</u>	<u>22.53</u>	<u>22.98</u>	<u>23.60</u>	<u>24.15</u>	<u>24.76</u>	<u>25.38</u>	<u>26.01</u>	<u>26.66</u>	<u>27.60</u>
15	Annual	43,680.00	45,415.76	46,410.00	47,541.00	48,769.76	50,017.76	51,246.00	52,474.76	53,781.00	55,770.00
	Weekly	840.00	873.38	892.50	914.25	937.88	961.88	985.50	1,009.13	1,034.25	1,072.50
	Hourly	<u>22.40</u>	<u>23.29</u>	<u>23.80</u>	<u>24.38</u>	<u>25.01</u>	<u>25.65</u>	<u>26.28</u>	<u>26.91</u>	<u>27.58</u>	<u>28.60</u>
16	Annual	44,791.76	46,741.76	47,697.00	48,867.00	50,076.00	51,304.76	52,552.76	53,859.00	55,224.00	57,174.00
	Weekly	861.38	898.88	917.25	939.75	963.00	986.63	1,010.63	1,035.75	1,062.00	1,099.50
	Hourly	<u>22.97</u>	<u>23.97</u>	<u>24.46</u>	<u>25.06</u>	<u>25.68</u>	<u>26.31</u>	<u>26.95</u>	<u>27.62</u>	<u>28.32</u>	<u>29.32</u>
17	Annual	47,268.00	49,315.76	50,232.00	51,577.76	52,845.00	54,093.00	55,516.76	56,862.00	58,305.00	60,294.00
	Weekly	909.00	948.38	966.00	991.88	1,016.25	1,040.25	1,067.63	1,093.50	1,121.25	1,159.50
	Hourly	<u>24.24</u>	<u>25.29</u>	<u>25.76</u>	<u>26.45</u>	<u>27.10</u>	<u>27.74</u>	<u>28.47</u>	<u>29.16</u>	<u>29.90</u>	<u>30.92</u>
18	Annual	49,939.76	52,045.76	53,001.00	54,424.76	55,789.76	57,057.00	58,636.76	60,060.00	61,522.76	63,726.00
	Weekly	960.38	1,000.88	1,019.25	1,046.63	1,072.88	1,097.25	1,127.63	1,155.00	1,183.13	1,225.50
	Hourly	<u>25.61</u>	<u>26.69</u>	<u>27.18</u>	<u>27.91</u>	<u>28.61</u>	<u>29.26</u>	<u>30.07</u>	<u>30.80</u>	<u>31.55</u>	<u>32.68</u>

CEBA MARKET RATE PAY PLAN *											
APPENDIX B-2											
PAY PLAN EFFECTIVE JULY 3, 2022 (FY23)											
											COLA: 2.5%
1M-S SUPPORT TEAM WORKER (Grade 1M)											
37.5 hours/week											
	1	2	3	4	5	6	7	8	9	10	11
	Recruit	6 mos.	1 yr.	2 yrs.	3 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.
Annual	26,734.76	28,177.76	29,757.00	31,336.76	33,013.76	34,846.76	36,777.00	38,493.00	39,351.00	40,306.76	41,593.76
Weekly	514.13	541.88	572.25	602.63	634.88	670.13	707.25	740.25	756.75	775.13	799.88
Hourly	13.71	14.45	15.26	16.07	16.93	17.87	18.86	19.74	20.18	20.67	21.33
Barron Center Differential											
All work performed by the above employees on the second and third shift or for any work performed on a weekend (but not for both) shall be compensated for by an additional two dollars (\$2.00) per hour.											
3M - UNIT ASSISTANT (Grade 3M)											
37.5 hours/week											
	1	2	3	4	5	6	7	8	9	10	11
	Recruit	6 mos.	1 yr.	2 yrs.	3 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.
Annual	28,411.76	29,776.76	31,141.76	32,623.76	34,183.76	35,548.76	37,518.00	39,273.00	40,228.76	41,106.00	42,100.76
Weekly	546.38	572.63	598.88	627.38	657.38	683.63	721.50	755.25	773.63	790.50	809.63
Hourly	14.57	15.27	15.97	16.73	17.53	18.23	19.24	20.14	20.63	21.08	21.59
Barron Center Differential											
All work performed by the above employees on the second and third shift or for any work performed on a weekend (but not for both) shall be compensated for as follows:											
	Weekday evenings (2nd shift)			\$2.00 per hour							
	Weekday nights (3rd shift)			\$3.00 per hour							
	Weekend days			\$2.00 per hour							
	Weekend evenings (2nd shift)			\$3.00 per hour							
	Weekend nights (3rd shift)			\$5.00 per hour							
5M-N UNIT CLERK (Grade UC)											
37.5 hours/week											
	1	2	3	4	5	6	7	8	9	10	11
	Recruit	6 mos.	1 yr.	2 yrs.	3 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.
Annual	32,175.00	33,540.00	34,905.00	36,406.76	37,927.76	39,312.00	41,340.00	43,036.76	44,070.00	45,084.00	46,858.76
Weekly	618.75	645.00	671.25	700.13	729.38	756.00	795.00	827.63	847.50	867.00	901.13
Hourly	16.50	17.20	17.90	18.67	19.45	20.16	21.20	22.07	22.60	23.12	24.03
Barron Center Differential											
All work performed by the above employees on the second and third shift or for any work performed on a weekend (but not for both) shall be compensated for as follows:											
	Weekday evenings (2nd shift)			\$2.00 per hour							
	Weekday nights (3rd shift)			\$3.00 per hour							
	Weekend days			\$2.00 per hour							
	Weekend evenings (2nd shift)			\$3.00 per hour							
	Weekend nights (3rd shift)			\$5.00 per hour							
* The preceding wages are based on a market rate and may be adjusted during the term of the Agreement by mutual agreement of the parties.											

CEBA MARKET RATE PAY PLAN *											
APPENDIX B-2											
PAY PLAN EFFECTIVE JULY 3, 2022 (FY23)											
											COLA: 2.5%
10M - LICENSED PRACTICAL NURSE (Grade 10M)											
40 hours/week											
	1	2	3	4	5	6	7	8	9	10	11
	Recruit	6 mos.	1 yr.	2 yrs.	3 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.
Annual	46,342.40	47,819.20	49,400.00	51,001.60	52,520.00	54,080.00	55,660.80	57,241.60	58,656.00	60,132.80	62,337.60
Weekly	891.20	919.60	950.00	980.80	1,010.00	1,040.00	1,070.40	1,100.80	1,128.00	1,156.40	1,198.80
Hourly	22.28	22.99	23.75	24.52	25.25	26.00	26.76	27.52	28.20	28.91	29.97
Barron Center Differential											
All work performed by the above employees on the second and third shift or for any work performed on a weekend (but not for both) shall be compensated for as follows:											
	Weekday evenings (2nd shift)			\$2.00 per hour							
	Weekday nights (3rd shift)			\$3.00 per hour							
	Weekend days			\$2.00 per hour							
	Weekend evenings (2nd shift)			\$3.00 per hour							
	Weekend nights (3rd shift)			\$5.00 per hour							
15M-N REGISTERED NURSE AND ADULT DAY SERVICES NURSE (Grade 15M)											
40 hours/week											
	1	2	3	4	5	6	7	8	9	10	11
	Recruit	6 mos.	1 yr.	2 yrs.	3 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.
Annual	55,286.40	56,888.00	58,468.80	60,132.80	61,942.40	63,648.00	65,457.60	66,684.80	68,369.60	70,075.20	71,801.60
Weekly	1,063.20	1,094.00	1,124.40	1,156.40	1,191.20	1,224.00	1,258.80	1,282.40	1,314.80	1,347.60	1,380.80
Hourly	26.58	27.35	28.11	28.91	29.78	30.60	31.47	32.06	32.87	33.69	34.52
Barron Center Differential											
All work performed by the above employees on the second and third shift or for any work performed on a weekend (but not for both) shall be compensated for as follows:											
	Weekday evenings (2nd shift)			\$2.00 per hour							
	Weekday nights (3rd shift)			\$3.00 per hour							
	Weekend days			\$2.00 per hour							
	Weekend evenings (2nd shift)			\$3.00 per hour							
	Weekend nights (3rd shift)			\$5.00 per hour							
15M-HD DENTAL HYGIENIST (Grade DH)											
37.5 hours/week											
	1	2	3	4	5	6	7	8	9		
	Recruit	6 mos.	1 yr.	2 yrs.	4 yrs.	6 yrs.	12 yrs.	16 yrs.	20+ yrs.		
Annual	61,230.00	63,648.00	66,202.76	68,191.76	70,239.00	72,364.76	74,178.00	76,011.00	77,980.76		
Weekly	1,177.50	1,224.00	1,273.13	1,311.38	1,350.75	1,391.63	1,426.50	1,461.75	1,499.63		
Hourly	31.40	32.64	33.95	34.97	36.02	37.11	38.04	38.98	39.99		
Note: Team Leader stipend (\$1.00 per hour) included in base wage.											
* The preceding wages are based on a market rate and may be adjusted during the term of the Agreement by mutual agreement of the parties.											

* The preceding wages are based on a market rate and may be adjusted during the term of the Agreement by mutual agreement of the parties.

CEBA MARKET RATE PAY PLAN *										
APPENDIX B-2										
PAY PLAN EFFECTIVE JULY 3, 2022 (FY23)										
										COLA: 2.5%
15M-HM OUTREACH WORKER AND SUBSTANCE ABUSE COUNSELOR/CASE MANAGER (Grade OW)										
37.5 hours/week										
	1	2	3	4	5	6	7	8	9	10
	Recruit	6 mos.	1 yr.	2 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.
Annual	46,410.00	47,599.76	48,769.76	50,017.76	51,246.00	51,948.00	52,825.76	54,093.00	55,497.00	56,842.76
Weekly	892.50	915.38	937.88	961.88	985.50	999.00	1,015.88	1,040.25	1,067.25	1,093.13
Hourly	<u>23.80</u>	<u>24.41</u>	<u>25.01</u>	<u>25.65</u>	<u>26.28</u>	<u>26.64</u>	<u>27.09</u>	<u>27.74</u>	<u>28.46</u>	<u>29.15</u>
16M-H PUBLIC HEALTH NURSE (Grade 16M)										
37.5 hours/week										
	1	2	3	4	5	6	7	8	9	
	Recruit	6 mos.	1 yr.	2 yrs.	4 yrs.	6 yrs.	12 yrs.	16 yrs.	20+ yrs.	
Annual	56,569.76	58,870.76	61,191.00	63,063.00	64,915.76	66,904.76	68,562.00	70,278.00	72,715.76	
Weekly	1,087.88	1,132.13	1,176.75	1,212.75	1,248.38	1,286.63	1,318.50	1,351.50	1,398.38	
Hourly	<u>29.01</u>	<u>30.19</u>	<u>31.38</u>	<u>32.34</u>	<u>33.29</u>	<u>34.31</u>	<u>35.16</u>	<u>36.04</u>	<u>37.29</u>	
18M-SP CERT CODE ENF OFFICER, CONSTR INSPECTION SPEC, CODE ENF PLAN REVIEWER AND ZONING SPEC (Grade 18M)										
37.5 hours/week										
	1	2	3	4	5	6	7	8	9	10
	Recruit	6 mos.	1 yr.	2 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.
Annual	51,499.76	53,098.76	54,639.00	56,257.76	58,071.00	59,787.00	61,483.76	63,082.76	64,662.00	66,280.76
Weekly	990.38	1,021.13	1,050.75	1,081.88	1,116.75	1,149.75	1,182.38	1,213.13	1,243.50	1,274.63
Hourly	<u>26.41</u>	<u>27.23</u>	<u>28.02</u>	<u>28.85</u>	<u>29.78</u>	<u>30.66</u>	<u>31.53</u>	<u>32.35</u>	<u>33.16</u>	<u>33.99</u>
18M-AP APPRAISER / CERTIFIED CODE ENFORCEMENT OFFICER (Grade 18A)										
37.5 hours/week										
	1	2	3	4	5	6	7	8	9	10
	Recruit	6 mos.	1 yr.	2 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.
Annual	51,187.76	53,254.76	54,229.76	55,594.76	56,901.00	58,266.00	59,748.00	61,249.76	62,770.76	64,311.00
Weekly	984.38	1,024.13	1,042.88	1,069.13	1,094.25	1,120.50	1,149.00	1,177.88	1,207.13	1,236.75
Hourly	<u>26.25</u>	<u>27.31</u>	<u>27.81</u>	<u>28.51</u>	<u>29.18</u>	<u>29.88</u>	<u>30.64</u>	<u>31.41</u>	<u>32.19</u>	<u>32.98</u>
* The preceding wages are based on a market rate and may be adjusted during the term of the Agreement by mutual agreement of the parties.										

CEBA BASE PAY PLAN											
APPENDIX B-2											
PAY PLAN EFFECTIVE JULY 2, 2023											
(FY24)											
											COLA: 3%
PAY		1	2	3	4	5	6	7	8	9	10
GRADE		Recruit	6 mos-1 yr.	1-2 yrs.	2-4 yrs.	4-6 yrs.	6-8 yrs.	8-12 yrs.	12-16 yrs.	16-20 yrs.	20+ yrs.
1	Annual	30,537.00	31,765.76	32,428.76	33,267.00	34,066.76	34,866.00	35,763.00	36,621.00	37,557.00	38,746.76
	Weekly	587.25	610.88	623.63	639.75	655.13	670.50	687.75	704.25	722.25	745.13
	Hourly	<u>15.66</u>	<u>16.29</u>	<u>16.63</u>	<u>17.06</u>	<u>17.47</u>	<u>17.88</u>	<u>18.34</u>	<u>18.78</u>	<u>19.26</u>	<u>19.87</u>
2	Annual	31,414.76	32,740.76	33,403.76	34,203.00	35,041.76	35,899.76	36,777.00	37,635.00	38,551.76	39,780.00
	Weekly	604.13	629.63	642.38	657.75	673.88	690.38	707.25	723.75	741.38	765.00
	Hourly	<u>16.11</u>	<u>16.79</u>	<u>17.13</u>	<u>17.54</u>	<u>17.97</u>	<u>18.41</u>	<u>18.86</u>	<u>19.30</u>	<u>19.77</u>	<u>20.40</u>
3	Annual	32,253.00	33,520.76	34,183.76	35,041.76	35,880.00	36,777.00	37,635.00	38,551.76	39,507.00	40,872.00
	Weekly	620.25	644.63	657.38	673.88	690.00	707.25	723.75	741.38	759.75	786.00
	Hourly	<u>16.54</u>	<u>17.19</u>	<u>17.53</u>	<u>17.97</u>	<u>18.40</u>	<u>18.86</u>	<u>19.30</u>	<u>19.77</u>	<u>20.26</u>	<u>20.96</u>
4	Annual	32,994.00	34,320.00	35,022.00	35,860.76	36,679.76	37,615.76	38,551.76	39,507.00	40,462.76	41,827.76
	Weekly	634.50	660.00	673.50	689.63	705.38	723.38	741.38	759.75	778.13	804.38
	Hourly	<u>16.92</u>	<u>17.60</u>	<u>17.96</u>	<u>18.39</u>	<u>18.81</u>	<u>19.29</u>	<u>19.77</u>	<u>20.26</u>	<u>20.75</u>	<u>21.45</u>
5	Annual	33,871.76	35,217.00	35,977.76	36,835.76	37,674.00	38,629.76	39,585.00	40,579.76	41,554.76	42,978.00
	Weekly	651.38	677.25	691.88	708.38	724.50	742.88	761.25	780.38	799.13	826.50
	Hourly	<u>17.37</u>	<u>18.06</u>	<u>18.45</u>	<u>18.89</u>	<u>19.32</u>	<u>19.81</u>	<u>20.30</u>	<u>20.81</u>	<u>21.31</u>	<u>22.04</u>
6	Annual	34,924.76	36,328.76	37,108.76	38,025.00	38,961.00	39,819.00	40,813.76	41,788.76	42,861.00	44,460.00
	Weekly	671.63	698.63	713.63	731.25	749.25	765.75	784.88	803.63	824.25	855.00
	Hourly	<u>17.91</u>	<u>18.63</u>	<u>19.03</u>	<u>19.50</u>	<u>19.98</u>	<u>20.42</u>	<u>20.93</u>	<u>21.43</u>	<u>21.98</u>	<u>22.80</u>
7	Annual	35,880.00	37,323.00	38,083.76	39,000.00	39,877.76	40,911.00	41,944.76	42,978.00	44,070.00	45,591.00
	Weekly	690.00	717.75	732.38	750.00	766.88	786.75	806.63	826.50	847.50	876.75
	Hourly	<u>18.40</u>	<u>19.14</u>	<u>19.53</u>	<u>20.00</u>	<u>20.45</u>	<u>20.98</u>	<u>21.51</u>	<u>22.04</u>	<u>22.60</u>	<u>23.38</u>
8	Annual	37,089.00	38,571.00	39,351.00	40,228.76	41,281.76	42,295.76	43,368.00	44,460.00	45,591.00	47,092.76
	Weekly	713.25	741.75	756.75	773.63	793.88	813.38	834.00	855.00	876.75	905.63
	Hourly	<u>19.02</u>	<u>19.78</u>	<u>20.18</u>	<u>20.63</u>	<u>21.17</u>	<u>21.69</u>	<u>22.24</u>	<u>22.80</u>	<u>23.38</u>	<u>24.15</u>
9	Annual	38,103.00	39,663.00	40,540.76	41,437.76	42,451.76	43,504.76	44,596.76	45,727.76	46,858.76	48,418.76
	Weekly	732.75	762.75	779.63	796.88	816.38	836.63	857.63	879.38	901.13	931.13
	Hourly	<u>19.54</u>	<u>20.34</u>	<u>20.79</u>	<u>21.25</u>	<u>21.77</u>	<u>22.31</u>	<u>22.87</u>	<u>23.45</u>	<u>24.03</u>	<u>24.83</u>
10	Annual	38,707.76	40,228.76	41,008.76	42,159.00	43,212.00	44,187.00	45,318.00	46,429.76	47,638.76	49,315.76
	Weekly	744.38	773.63	788.63	810.75	831.00	849.75	871.50	892.88	916.13	948.38
	Hourly	<u>19.85</u>	<u>20.63</u>	<u>21.03</u>	<u>21.62</u>	<u>22.16</u>	<u>22.66</u>	<u>23.24</u>	<u>23.81</u>	<u>24.43</u>	<u>25.29</u>
11	Annual	39,721.76	41,340.00	42,198.00	43,270.76	44,343.00	45,376.76	46,585.76	47,755.76	48,925.76	50,719.76
	Weekly	763.88	795.00	811.50	832.13	852.75	872.63	895.88	918.38	940.88	975.38
	Hourly	<u>20.37</u>	<u>21.20</u>	<u>21.64</u>	<u>22.19</u>	<u>22.74</u>	<u>23.27</u>	<u>23.89</u>	<u>24.49</u>	<u>25.09</u>	<u>26.01</u>
12	Annual	40,911.00	42,646.76	43,485.00	44,557.76	45,708.00	46,741.76	48,028.76	49,276.76	50,505.00	52,123.76
	Weekly	786.75	820.13	836.25	856.88	879.00	898.88	923.63	947.63	971.25	1,002.38
	Hourly	<u>20.98</u>	<u>21.87</u>	<u>22.30</u>	<u>22.85</u>	<u>23.44</u>	<u>23.97</u>	<u>24.63</u>	<u>25.27</u>	<u>25.90</u>	<u>26.73</u>

CEBA BASE PAY PLAN											
APPENDIX B-2											
PAY PLAN EFFECTIVE JULY 2, 2023											
(FY24)											
PAY		1	2	3	4	5	6	7	8	9	COLA: 3%
GRADE		Recruit	6 mos-1 yr.	1-2 yrs.	2-4 yrs.	4-6 yrs.	6-8 yrs.	8-12 yrs.	12-16 yrs.	16-20 yrs.	20+ yrs.
13	Annual	42,295.76	44,070.00	44,908.76	45,981.00	47,229.00	48,321.00	49,588.76	50,817.00	52,104.00	53,995.76
	Weekly	813.38	847.50	863.63	884.25	908.25	929.25	953.63	977.25	1,002.00	1,038.38
	Hourly	<u>21.69</u>	<u>22.60</u>	<u>23.03</u>	<u>23.58</u>	<u>24.22</u>	<u>24.78</u>	<u>25.43</u>	<u>26.06</u>	<u>26.72</u>	<u>27.69</u>
14	Annual	43,446.00	45,259.76	46,156.76	47,404.76	48,496.76	49,725.00	50,973.00	52,240.76	53,547.00	55,438.76
	Weekly	835.50	870.38	887.63	911.63	932.63	956.25	980.25	1,004.63	1,029.75	1,066.13
	Hourly	<u>22.28</u>	<u>23.21</u>	<u>23.67</u>	<u>24.31</u>	<u>24.87</u>	<u>25.50</u>	<u>26.14</u>	<u>26.79</u>	<u>27.46</u>	<u>28.43</u>
15	Annual	44,986.76	46,780.76	47,794.76	48,964.76	50,232.00	51,519.00	52,786.76	54,054.00	55,399.76	57,447.00
	Weekly	865.13	899.63	919.13	941.63	966.00	990.75	1,015.13	1,039.50	1,065.38	1,104.75
	Hourly	<u>23.07</u>	<u>23.99</u>	<u>24.51</u>	<u>25.11</u>	<u>25.76</u>	<u>26.42</u>	<u>27.07</u>	<u>27.72</u>	<u>28.41</u>	<u>29.46</u>
16	Annual	46,137.00	48,145.76	49,120.76	50,329.76	51,577.76	52,845.00	54,132.00	55,477.76	56,881.76	58,890.00
	Weekly	887.25	925.88	944.63	967.88	991.88	1,016.25	1,041.00	1,066.88	1,093.88	1,132.50
	Hourly	<u>23.66</u>	<u>24.69</u>	<u>25.19</u>	<u>25.81</u>	<u>26.45</u>	<u>27.10</u>	<u>27.76</u>	<u>28.45</u>	<u>29.17</u>	<u>30.20</u>
17	Annual	48,691.76	50,797.76	51,733.76	53,118.00	54,424.76	55,711.76	57,174.00	58,558.76	60,060.00	62,107.76
	Weekly	936.38	976.88	994.88	1,021.50	1,046.63	1,071.38	1,099.50	1,126.13	1,155.00	1,194.38
	Hourly	<u>24.97</u>	<u>26.05</u>	<u>26.53</u>	<u>27.24</u>	<u>27.91</u>	<u>28.57</u>	<u>29.32</u>	<u>30.03</u>	<u>30.80</u>	<u>31.85</u>
18	Annual	51,441.00	53,605.76	54,600.00	56,062.76	57,466.76	58,773.00	60,391.76	61,854.00	63,375.00	65,637.00
	Weekly	989.25	1,030.88	1,050.00	1,078.13	1,105.13	1,130.25	1,161.38	1,189.50	1,218.75	1,262.25
	Hourly	<u>26.38</u>	<u>27.49</u>	<u>28.00</u>	<u>28.75</u>	<u>29.47</u>	<u>30.14</u>	<u>30.97</u>	<u>31.72</u>	<u>32.50</u>	<u>33.66</u>

CEBA MARKET RATE PAY PLAN *											
APPENDIX B-2											
PAY PLAN EFFECTIVE JULY 2, 2023 (FY24)											
											COLA: 3%
1M-S SUPPORT TEAM WORKER (Grade 1M)											
37.5 hours/week											
	1	2	3	4	5	6	7	8	9	10	11
	Recruit	6 mos.	1 yr.	2 yrs.	3 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.
Annual	27,534.00	29,016.00	30,654.00	32,272.76	34,008.00	35,899.76	37,888.76	39,643.76	40,540.76	41,515.76	42,841.76
Weekly	529.50	558.00	589.50	620.63	654.00	690.38	728.63	762.38	779.63	798.38	823.88
Hourly	14.12	14.88	15.72	16.55	17.44	18.41	19.43	20.33	20.79	21.29	21.97
Barron Center Differential											
All work performed by the above employees on the second and third shift or for any work performed on a weekend (but not for both) shall be compensated for by an additional two dollars (\$2.00) per hour.											
3M - UNIT ASSISTANT (Grade 3M)											
37.5 hours/week											
	1	2	3	4	5	6	7	8	9	10	11
	Recruit	6 mos.	1 yr.	2 yrs.	3 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.
Annual	29,269.76	30,673.76	32,077.76	33,598.76	35,217.00	36,621.00	38,649.00	40,443.00	41,437.76	42,334.76	43,368.00
Weekly	562.88	589.88	616.88	646.13	677.25	704.25	743.25	777.75	796.88	814.13	834.00
Hourly	15.01	15.73	16.45	17.23	18.06	18.78	19.82	20.74	21.25	21.71	22.24
Barron Center Differential											
All work performed by the above employees on the second and third shift or for any work performed on a weekend (but not for both) shall be compensated for as follows:											
	Weekday evenings (2nd shift)			\$2.00 per hour							
	Weekday nights (3rd shift)			\$3.00 per hour							
	Weekend days			\$2.00 per hour							
	Weekend evenings (2nd shift)			\$3.00 per hour							
	Weekend nights (3rd shift)			\$5.00 per hour							
5M-N UNIT CLERK (Grade UC)											
37.5 hours/week											
	1	2	3	4	5	6	7	8	9	10	11
	Recruit	6 mos.	1 yr.	2 yrs.	3 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.
Annual	33,150.00	34,554.00	35,958.00	37,498.76	39,058.76	40,482.00	42,588.00	44,323.76	45,396.00	46,429.76	48,262.76
Weekly	637.50	664.50	691.50	721.13	751.13	778.50	819.00	852.38	873.00	892.88	928.13
Hourly	17.00	17.72	18.44	19.23	20.03	20.76	21.84	22.73	23.28	23.81	24.75
Barron Center Differential											
All work performed by the above employees on the second and third shift or for any work performed on a weekend (but not for both) shall be compensated for as follows:											
	Weekday evenings (2nd shift)			\$2.00 per hour							
	Weekday nights (3rd shift)			\$3.00 per hour							
	Weekend days			\$2.00 per hour							
	Weekend evenings (2nd shift)			\$3.00 per hour							
	Weekend nights (3rd shift)			\$5.00 per hour							
* The preceding wages are based on a market rate and may be adjusted during the term of the Agreement by mutual agreement of the parties.											

* The preceding wages are based on a market rate and may be adjusted during the term of the Agreement by mutual agreement of the parties.

CEBA MARKET RATE PAY PLAN *

APPENDIX B-2

PAY PLAN EFFECTIVE JULY 2, 2023 (FY24)	
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COLA: 3%

5M-N CERTIFIED NURSE ASSISTANT (Grade 5M)							
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[illegible]

	1	2	3	4	5	6	7	8	9	10	11
	Recruit	6 mos.	1 yr.	2 yrs.	3 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.
Annual	30,673.76	32,019.00	33,481.76	35,022.00	36,601.76	38,259.00	40,053.00	41,866.76	42,822.00	43,816.76	44,908.76
Weekly	589.88	615.75	643.88	673.50	703.88	735.75	770.25	805.13	823.50	842.63	863.63
Hourly	<u>15.73</u>	<u>16.42</u>	<u>17.17</u>	<u>17.96</u>	<u>18.77</u>	<u>19.62</u>	<u>20.54</u>	<u>21.47</u>	<u>21.96</u>	<u>22.47</u>	<u>23.03</u>

<u>Barron Center Differential</u>								
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All work performed by the above employees on the second and third shift or for any work performed on a weekend (but not for both) shall be compensated for as follows:									
--	--	--	--	--	--	--	--	--	--

[illegible][illegible][illegible]

	1	2	3	4	5	6	7	8	9	10
	Recruit	6 mos.	1 yr.	2 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.
Annual	37,732.76	38,454.00	39,292.76	40,170.00	41,535.00	42,783.00	44,109.00	45,240.00	46,332.00	47,541.00
Weekly	725.63	739.50	755.63	772.50	798.75	822.75	848.25	870.00	891.00	914.25
Hourly	<u>19.35</u>	<u>19.72</u>	<u>20.15</u>	<u>20.60</u>	<u>21.30</u>	<u>21.94</u>	<u>22.62</u>	<u>23.20</u>	<u>23.76</u>	<u>24.38</u>

Barron Center Differential									
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All work performed by the above employees on the second and third shift or for any work performed on a weekend (but not for both) shall be compensated for by an additional two dollars (\$2.00) per hour.									
--	--	--	--	--	--	--	--	--	--

LTD - LICENSED DIETETIC TECHNICIAN								
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[illegible]

	1	2	3	4	5	6	7	8	9	10	11
	Recruit	6 mos.	1 yr.	2 yrs.	3 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.
Annual	38,707.76	40,228.76	41,008.76	42,159.00	43,192.76	44,187.00	45,318.00	46,702.76	47,853.00	49,042.76	50,310.00
Weekly	744.38	773.63	788.63	810.75	830.63	849.75	871.50	898.13	920.25	943.13	967.50
Hourly	<u>19.85</u>	<u>20.63</u>	<u>21.03</u>	<u>21.62</u>	<u>22.15</u>	<u>22.66</u>	<u>23.24</u>	<u>23.95</u>	<u>24.54</u>	<u>25.15</u>	<u>25.80</u>

[illegible]

All work performed by the above employees on the second and third shift or for any work performed on a weekend (but not for both) shall be compensated for by an additional two dollars (\$2.00) per hour.									
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* The preceding wages are based on a market rate and may be adjusted during the term of the Agreement by mutual agreement of the parties.

CEBA MARKET RATE PAY PLAN *											
APPENDIX B-2											
PAY PLAN EFFECTIVE JULY 2, 2023 (FY24)											
											COLA: 3%
10M - LICENSED PRACTICAL NURSE (Grade 10M)											
40 hours/week											
	1	2	3	4	5	6	7	8	9	10	11
	Recruit	6 mos.	1 yr.	2 yrs.	3 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.
Annual	47,736.00	49,254.40	50,876.80	52,540.80	54,100.80	55,702.40	57,324.80	58,968.00	60,424.00	61,942.40	64,209.60
Weekly	918.00	947.20	978.40	1,010.40	1,040.40	1,071.20	1,102.40	1,134.00	1,162.00	1,191.20	1,234.80
Hourly	22.95	23.68	24.46	25.26	26.01	26.78	27.56	28.35	29.05	29.78	30.87
Barron Center Differential											
All work performed by the above employees on the second and third shift or for any work performed on a weekend (but not for both) shall be compensated for as follows:											
	Weekday evenings (2nd shift)			\$2.00 per hour							
	Weekday nights (3rd shift)			\$3.00 per hour							
	Weekend days			\$2.00 per hour							
	Weekend evenings (2nd shift)			\$3.00 per hour							
	Weekend nights (3rd shift)			\$5.00 per hour							
15M-N REGISTERED NURSE AND ADULT DAY SERVICES NURSE (Grade 15M)											
40 hours/week											
	1	2	3	4	5	6	7	8	9	10	11
	Recruit	6 mos.	1 yr.	2 yrs.	3 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.
Annual	56,950.40	58,593.60	60,216.00	61,942.40	63,793.60	65,561.60	67,412.80	68,681.60	70,428.80	72,176.00	73,964.80
Weekly	1,095.20	1,126.80	1,158.00	1,191.20	1,226.80	1,260.80	1,296.40	1,320.80	1,354.40	1,388.00	1,422.40
Hourly	27.38	28.17	28.95	29.78	30.67	31.52	32.41	33.02	33.86	34.70	35.56
Barron Center Differential											
All work performed by the above employees on the second and third shift or for any work performed on a weekend (but not for both) shall be compensated for as follows:											
	Weekday evenings (2nd shift)			\$2.00 per hour							
	Weekday nights (3rd shift)			\$3.00 per hour							
	Weekend days			\$2.00 per hour							
	Weekend evenings (2nd shift)			\$3.00 per hour							
	Weekend nights (3rd shift)			\$5.00 per hour							
15M-HD DENTAL HYGIENIST (Grade DH)											
37.5 hours/week											
	1	2	3	4	5	6	7	8	9		
	Recruit	6 mos.	1 yr.	2 yrs.	4 yrs.	6 yrs.	12 yrs.	16 yrs.	20+ yrs.		
Annual	63,063.00	65,559.00	68,191.76	70,239.00	72,345.00	74,529.00	76,401.00	78,292.76	80,320.76		
Weekly	1,212.75	1,260.75	1,311.38	1,350.75	1,391.25	1,433.25	1,469.25	1,505.63	1,544.63		
Hourly	32.34	33.62	34.97	36.02	37.10	38.22	39.18	40.15	41.19		
Note: Team Leader stipend (\$1.00 per hour) included in base wage.											
* The preceding wages are based on a market rate and may be adjusted during the term of the Agreement by mutual agreement of the parties.											

* The preceding wages are based on a market rate and may be adjusted during the term of the Agreement by mutual agreement of the parties.

CEBA MARKET RATE PAY PLAN *											
APPENDIX B-2											
PAY PLAN EFFECTIVE JULY 2, 2023 (FY24)											
											COLA: 3%
15M-HM OUTREACH WORKER AND SUBSTANCE ABUSE COUNSELOR/CASE MANAGER (Grade OW)											
37.5 hours/week											
	1	2	3	4	5	6	7	8	9	10	
	Recruit	6 mos.	1 yr.	2 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.	
Annual	47,794.76	49,023.00	50,232.00	51,519.00	52,786.76	53,508.00	54,405.00	55,711.76	57,154.76	58,539.00	
Weekly	919.13	942.75	966.00	990.75	1,015.13	1,029.00	1,046.25	1,071.38	1,099.13	1,125.75	
Hourly	<u>24.51</u>	<u>25.14</u>	<u>25.76</u>	<u>26.42</u>	<u>27.07</u>	<u>27.44</u>	<u>27.90</u>	<u>28.57</u>	<u>29.31</u>	<u>30.02</u>	
16M-H PUBLIC HEALTH NURSE (Grade 16M)											
37.5 hours/week											
	1	2	3	4	5	6	7	8	9		
	Recruit	6 mos.	1 yr.	2 yrs.	4 yrs.	6 yrs.	12 yrs.	16 yrs.	20+ yrs.		
Annual	58,266.00	60,645.00	63,024.00	64,954.76	66,865.76	68,913.00	70,609.76	72,384.00	74,899.76		
Weekly	1,120.50	1,166.25	1,212.00	1,249.13	1,285.88	1,325.25	1,357.88	1,392.00	1,440.38		
Hourly	<u>29.88</u>	<u>31.10</u>	<u>32.32</u>	<u>33.31</u>	<u>34.29</u>	<u>35.34</u>	<u>36.21</u>	<u>37.12</u>	<u>38.41</u>		
18M-SP CERT CODE ENF OFFICER, CONSTR INSPECTION SPEC, CODE ENF PLAN REVIEWER AND ZONING SPEC (Grade 18M)											
37.5 hours/week											
	1	2	3	4	5	6	7	8	9	10	
	Recruit	6 mos.	1 yr.	2 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.	
Annual	53,040.00	54,697.76	56,277.00	57,954.00	59,806.76	61,581.00	63,336.00	64,974.00	66,592.76	68,269.76	
Weekly	1,020.00	1,051.88	1,082.25	1,114.50	1,150.13	1,184.25	1,218.00	1,249.50	1,280.63	1,312.88	
Hourly	<u>27.20</u>	<u>28.05</u>	<u>28.86</u>	<u>29.72</u>	<u>30.67</u>	<u>31.58</u>	<u>32.48</u>	<u>33.32</u>	<u>34.15</u>	<u>35.01</u>	
18M-AP APPRAISER / CERTIFIED CODE ENFORCEMENT OFFICER (Grade 18A)											
37.5 hours/week											
	1	2	3	4	5	6	7	8	9	10	
	Recruit	6 mos.	1 yr.	2 yrs.	4 yrs.	6 yrs.	8 yrs.	12 yrs.	16 yrs.	20+ yrs.	
Annual	52,728.00	54,853.76	55,848.00	57,271.76	58,617.00	60,021.00	61,542.00	63,082.76	64,662.00	66,241.76	
Weekly	1,014.00	1,054.88	1,074.00	1,101.38	1,127.25	1,154.25	1,183.50	1,213.13	1,243.50	1,273.88	
Hourly	<u>27.04</u>	<u>28.13</u>	<u>28.64</u>	<u>29.37</u>	<u>30.06</u>	<u>30.78</u>	<u>31.56</u>	<u>32.35</u>	<u>33.16</u>	<u>33.97</u>	

* The preceding wages are based on a market rate and may be adjusted during the term of the Agreement by mutual agreement of the parties.

APPENDIX C-1

UNION INTENT STATEMENT

It is the intent of the collective bargaining units of AFSCME Locals 481 and 1373 to incorporate into the collective bargaining agreements a fair and objective performance appraisal process which will be used to evaluate our members on a yearly basis.

Our goal is to create a performance review tool which is effective in reviewing an employee's job performance in many fair and objective categories while minimizing subjective or critical assessments of their abilities.

The annual performance evaluation should be a positive and constructive experience which recognizes performance that fulfills or exceeds job requirements and also develops a plan to correct or modify performance that needs improvement.

Locals 481 and 1373 urge you to participate in the performance appraisal process in a jointly cooperative manner that enhances job satisfaction and promotes customer service.

APPENDIX C-2

PERFORMANCE APPRAISAL PROCESS

1. At the time of hire, each employee receives the following information and documents:
 - City mission statement
 - Division and department mission statement
 - Job description
 - Department/division work rules, policies and procedures
 - List of department/division performance expectations not covered by the above documents
 - Performance appraisal form and intent statement

These materials are discussed with the employee and the employee signs off that s/he has received the documents and understands the information. The employee receives a copy of the sign off sheet and a copy is forwarded to Human Resources for the employee's personnel file.

2. Each employee receives a three (3) and six (6) month appraisal during their first six months of employment. Within the first six (6) months the manager must decide if they are recommending that this employee be retained on a permanent basis. At the six (6) month appraisal, goals and objectives are jointly developed for the next six (6) month period in preparation for the annual appraisal.
3. Each employee receives an annual appraisal twelve (12) months from date of hire and subsequent annual appraisals on the anniversary date. When employees change classifications, their performance appraisal anniversary date changes to reflect time in their current position. All appraisals should be completed within thirty (30) days of the anniversary date. They should be done as close to the anniversary date as possible.

- A. The employee is given the option of submitting a self-appraisal to their supervisor prior to the supervisor rating the employee's performance. The supervisor and employee may decide to exchange forms at the appraisal discussion instead of the employee submitting their form first.

The supervisor will then complete the appraisal form and provide the employee with a copy. In the categories that the supervisor rates the employee's performance at either the high or low end of the scale, s/he must support the rating with examples in the comment section for that category. Supervisors are encouraged to provide examples in all categories; employees are encouraged to do the same on the self-appraisal.

In order to make the appraisal as complete and objective as possible, the supervisor may solicit input from others prior to completing the appraisal, including input from the manager who will review the complete appraisal and other persons who have supervised the employee during the rating period. If input is solicited from persons other than the rater and reviewer, they should be noted on the appraisal form and also the period of time they provided supervision to the employee.

- B. The performance appraisal discussion will be held in a location where there will be no interruptions and at a time that is convenient for both parties. It is recommended that an hour be allotted for each performance appraisal discussion. The full hour may not be needed for every performance appraisal, depending on the amount of discussion needed to fully cover all performance categories. It is preferable to allot more time than is necessary and end early than to run out of time and need to either rush or reschedule the discussion.

- C. The appraisal is a summary of the previous year's performance and should reflect the full twelve months. It should include both what the employee has done well and the areas that are in need of improvement. The comment lines below each category are to be used to further explain the rating or to provide examples that support the rating. The information provided in the appraisal should not be new to the employee; feedback should be given throughout the year and documented by the supervisor in a personnel file for future reference.
 - D. Personal goals and objectives are then jointly developed for the next rating period. The employee's personal goals and objectives should reflect the employee's role or contribution towards achievement of the group goals. Their goals should build on areas of strength and address issues of personal growth that will enhance their ability to make significant contributions to the work team, the division and the department. There should be a thorough discussion about what support the employee needs in order to accomplish these goals and objectives.
 - E. The employee may add comments to the appraisal form if they disagree with the appraisal or portions thereof.
4. The completed appraisal form is submitted to the Reviewer for his/her signature and comments and then to the appropriate Division or Department Head or designee for signature and review. The appraisal is returned to the employee for their final sign-off and then it is forwarded to Human Resources. The employee will be offered a copy of the appraisal.
- At the employee's request, the self-appraisal completed by the employee will be attached to the appraisal completed by the rater (which is the official appraisal) when it is submitted to Human Resources for placement in the employee's personnel file.
5. It is recommended that the employee and supervisor meet mid-year for a progress check on their jointly developed goals and objectives. A mid-year check is required if, in the supervisor's opinion, the employee's performance is deficient in any of the categories. This discussion will be documented. The supervisor and employee may also need to meet if the employee's goals need to be revised. Changes in work team goals, unanticipated needs that arise, or noticeable changes in the employee's performance may make this appropriate. At any time, the employee may request to meet with their supervisor to discuss their goals and objectives. Employees are encouraged to monitor their own performance and to initiate discussions with their supervisor during the rating period if they have questions or concerns about their progress.
6. When a supervisor leaves City employment, they will provide the employee with a written assessment of the employee's performance using the performance appraisal form. This appraisal will be placed in the employee's personnel file along with any comments the employee wishes to make. Each Department is responsible for ensuring that this occurs prior to the supervisor's departure.

APPENDIX C-3

**AFSCME Units Annual Performance Appraisal
Six Month – Annual**

The City and Union jointly encourage all employees to self-evaluate. A copy of this form will be provided to the employee for their self evaluation.

Name:

Distribution:

Job Title:

Appointment Date:

Rating Period:

Union Affiliation:

Rater:

Please check the statement(s) in each category that best describe(s) employee performance during the rating period.

1. Job Knowledge: Knowledge of procedures and processes required to do the job.

	Supervisor	Employee
a. Has mastered all duties and/or skills and is creative in his/her approach to doing the job.	↑	↑
b. Is competent in dealing with difficult or complex issues, and understands all phases of their job.	↑	↑
c. Demonstrates adequate knowledge of routine aspects of job.	↑	↑
d. Barely satisfactory knowledge of routine aspects of job.	↑	↑
e. Lack of knowledge affects productivity.	↑	↑
Comments: _____		

Category Rating: _____ Exceeds Requirements _____ Fulfills Requirements _____ Needs Improvement

2. Quantity of Work: Attention to work process, workload, timeliness and deadlines.

	Supervisor	Employee
a. Industrious, does more than is required without compromising time management or quality.	↑	↑
b. Always completes acceptable amount of work.	↑	↑
c. Usually completes an acceptable amount of work.	↑	↑
d. Not completing acceptable amount of work.	↑	↑
Comments: _____		

Category Rating: _____ Exceeds Requirements _____ Fulfills Requirements _____ Needs Improvement

3. Quality of Work: Applies job knowledge to achieving division mission.

	Supervisor	Employee
a. Applies creative assessment and problem solving to their work process.	↑	↑
b. Has a grasp of work process which produces effective results that meet quality and accuracy standards.....	↑	↑
c. Has a basic understanding of the work process, applies it sporadically.	↑	↑
d. Lacks a basic understanding of work process.	↑	↑
Comments: _____		

Category Rating: _____ Exceeds Requirements _____ Fulfills Requirements _____ Needs Improvement

4. Judgement and Decision Making: Ability to make sound decisions and appropriate recommendations.

	Supervisor	Employee
a. Applies logic to data collection/decisions, recommendations reflect above average insight and foresight.....	↑	↑
b. Usually makes sound decisions (decisions which are relevant, based on guidelines and other resources).....	↑	↑
c. Sometimes does not evaluate all relevant data before arriving at a decision.	↑	↑
d. Makes poor decisions, avoids making decisions.	↑	↑

Comments: _____

Category Rating: _____ Exceeds Requirements _____ Fulfills Requirements _____ Needs Improvement

5. Effort/Initiative: Extent that the employee sees what needs to be done and does it without being told or reminded.**Commitment to get the work done and furthering the Division mission.**

	Supervisor	Employee
a. Is consistently self-directed while honoring policy limits; behavior exemplifies Division mission.	↑	↑
b. Takes initiative to work on tasks, puts forth adequate effort to achieve job requirements, behavior is consistent with Division mission.	↑	↑
c. Needs occasional prompting, puts forth minimal effort, behavior occasionally supports Division mission.....	↑	↑
d. Needs frequent prompting; puts forth no effort, behavior may contradict Division mission.	↑	↑

Comments: _____

Category Rating: _____ Exceeds Requirements _____ Fulfills Requirements _____ Needs Improvement

6. Planning and Organizing: Orderliness, efficiency and planning ahead.

	Supervisor	Employee
a. Able to anticipate events and organize work effectively in unusual or emergency situations.	↑	↑
b. Highly efficient and organized; plans ahead; strong overall sense of work priorities.	↑	↑
c. Efficient, plans work and utilizes time properly, realizes work priorities.	↑	↑
d. Occasional tendency to put work off, work backs up.	↑	↑
e. Little inclination for devising better means of managing time, poor organizer.	↑	↑

Comments: _____

Category Rating: _____ Exceeds Requirements _____ Fulfills Requirements _____ Needs Improvement

7. Internal Communication: The degree to which the employee engages in and takes responsibility for two-way communication with co-workers, supervisors, and subordinates.

	Supervisor	Employee
a. Consistently demonstrates the ability to listen effectively, clarifying statements of others as necessary and articulates thoughts clearly and appropriately.	↑	↑
b. Demonstrates ability to listen and process information effectively and accurately.	↑	↑
c. Has difficulty listening, does not always transfer accurate information effectively, and does not always articulate thoughts clearly and appropriately.	↑	↑
d. Does not listen or articulate thoughts clearly and appropriately; may perpetuate misinformation.	↑	↑

Comments: _____

Category Rating: _____ Exceeds Requirements _____ Fulfills Requirements _____ Needs Improvement

8. Personal and Job Growth: The degree to which the employee seeks to expand professionally.

	Supervisor	Employee
a. Actively pursues opportunities for growth and development.	↑	↑
b. Seeks out feedback and makes extra effort to improve, regularly accepts and takes advantage of opportunities for growth and development.	↑	↑
c. Accepts performance feedback; makes effort to change and sustains that effort; attends mandatory training as required.....	↑	↑
d. Has difficulty accepting performance feedback and expresses little interest in training opportunities; requires prompting to sign up for required training.	↑	↑
e. Ignores performance feedback; consistently refuses offers for skills training or professional development; does not sign up for required training.	↑	↑
Comments: _____		

Category Rating: ____ Exceeds Requirements ____ Fulfills Requirements ____ Needs Improvement

9. Customer Service: The degree to which the employee views customers as partners and facilitates access to services, without regard to individual differences.

	Supervisor	Employee
a. May identify customer service trends and applies creative thinking to improve all aspects of customer service while providing high quality service to all customers.	↑	↑
b. Solicits feedback from all customers and communicates this information to appropriate staff.	↑	↑
c. Exhibits commitment to fulfilling our obligation to serve all customers.	↑	↑
d. Exhibits limited commitment to the need to incorporate customer service concepts into routine.	↑	↑
e. Exhibits no commitment to the need to incorporate customer service concepts into practice.	↑	↑
Comments: _____		

Category Rating: ____ Exceeds Requirements ____ Fulfills Requirements ____ Needs Improvement

10. Contribution to Team Effort: The degree to which an employee contributes to a positive work environment through respectfulness, creativity, cooperation and teamwork.

	Supervisor	Employee
a. Demonstrates positive team leadership ability; seeks opportunities to work with all persons.	↑	↑
b. Consistently makes positive contributions to team effort; reaches out to all team members and includes them in work efforts and team activities.	↑	↑
c. Makes an overall positive contribution to team effort; makes effort to include all team members in work efforts and team activities.	↑	↑
d. Makes minimal contributions to team effort; may exclude some team members from work efforts or team activities.....	↑	↑
e. Undermines team effort; excludes some team members from work efforts or team activities.	↑	↑
Comments: _____		

Category Rating: ____ Exceeds Requirements ____ Fulfills Requirements ____ Needs Improvement

11. Safety: The degree to which the employee contributes to work place safety.

	Supervisor	Employee
a. Actively contributes to departmental safety efforts.	↑	↑
b. Identifies unsafe working conditions and notifies appropriate personnel.	↑	↑
c. Uses good judgment and follows safety guidelines.	↑	↑
d. Occasionally neglects safety guidelines.	↑	↑
e. Engages in unsafe behaviors; disregards safety guidelines.	↑	↑
Comments: _____		

Category Rating: ____ Exceeds Requirements ____ Fulfills Requirements ____ Needs Improvement

12. Use of City Resources: The degree to which the employee maintains City equipment and materials.

	Supervisor	Employee
a. Exhibits a superior use and care of City resources.	↑	↑
b. Exhibits strong commitment to maintenance and conservation of City resources.	↑	↑
c. Pays adequate attention to maintenance and conservation of City equipment and resources.	↑	↑
d. Makes minimal effort towards maintenance of City equipment and resources.	↑	↑
e. Does not pay attention to maintenance of City equipment and resources.	↑	↑
Comments: _____		

Category Rating: ____ Exceeds Requirements ____ Fulfills Requirements ____ Needs Improvement

13. Attendance: The degree to which the employee is at work and on time.

	Supervisor	Employee
a. Absences or tardiness are rare.	↑	↑
b. Absences and tardiness are within acceptable range as defined by Department policy; or the City average if there is no Department policy. Absences may exceed City average if there was an isolated extended period of sickness.	↑	↑
c. Absences or tardiness exceed acceptable standard; a chronic pattern of absenteeism may exist.	↑	↑
d. Is often absent or late; chronic pattern of absenteeism exists.	↑	↑
Comments: _____		

Category Rating: ____ Exceeds Requirements ____ Fulfills Requirements ____ Needs Improvement

Fill out the next section (14) only on employees with supervisory responsibilities.

14. Supervisory Responsibilities: The degree to which the employee has developed effective leadership abilities and provides effective leadership to their team without regard to individual differences.

	Supervisor	Employee
a. Supervisor has developed a high performing team and most decisions are made by the team; supervisor encourages creativity and initiative among all team members.	↑	↑
b. Supervisor has delegated some decision-making to team and regularly provides team development opportunities; demonstrates effective leadership and conflict resolution skills.	↑	↑
c. Supervisor is an effective team leader to all team members; seeks to motivate all employees to apply themselves to their work; demonstrates basic conflict resolution skills.	↑	↑
d. Supervisor does not provide work team with leadership necessary to be an effective team; employee motivation and conflict resolution skills are below average.	↑	↑
Comments: _____		

Category Rating: ____ Exceeds Requirements ____ Fulfills Requirements ____ Needs Improvement

Overall Summary of Performance and Accomplishments in the last rating period:

Goals and Areas of Job Growth for the next rating period.

List goals as discussed between supervisor and employee. Describe how they will be achieved.

Employee Comments

Did you choose to self-evaluate? ☐ Yes ☐ No

How can your supervisor/employer **support** you in your growth?

What type of training or work opportunity is needed for successful completion of your goals?

After reviewing this evaluation I choose to take the following action:

☐ I am in agreement with this performance appraisal; no action is needed.

☐ I am not in full agreement of my evaluation, discussions with my rater have failed to satisfy me but I elect to take no action.

☐ I choose to meet with my Department personnel to attempt to resolve my concerns. I am not waiving my rights to file a grievance in accordance with my Union contract if this meeting does not meet my needs. My Union Steward is allowed to attend if I so choose.

☐ I disagree with my evaluation and wish to have a meeting with the Director of Human Resources, but am not waiving my rights to file a grievance.

☐ I disagree with my evaluation and intend to follow the grievance procedures as outlined in the Union contract.

Rater and Reviewer Authorization

Rater Signature

Date

Reviewer Comments: _____

Reviewer Signature

Date

Signature of Department Head/Division Head
(if other than reviewer) _____

Date

Employee Confirmation

Comments:

Final signature: I have reviewed this evaluation, Rater and Reviewer comments, and my signature signifies that I am aware of its contents.

Employee Signature

Date

APPENDIX C-4

PERFORMANCE IMPROVEMENT PROGRAM

Improvement is necessary in the following areas, and will be reviewed in six weeks with the employee:

<u>Performance Factors</u>	<u>Improvement Needed</u>
1. Job Knowledge	
2. Quantity of Work	
3. Quality of Work	
4. Judgment and Decision Making	
5. Effort/Initiative	
6. Planning and Organization	
7. Internal Communication	
8. Personal and Job Growth	

APPENDIX C-4 (cont'd)

9. Customer Service _____

10. Contribution to Team Effort _____

11. Safety _____

12. Use of City Resources _____

13. Attendance _____

14. Supervisory Skills
(if applicable) _____

Employee Comments:

Rater Comments:

Employee Signature

Date

Rater Signature

Date

Reviewer Signature

Date

Dept/Division Head Signature

Date

**APPENDIX F
SIDEBAR AGREEMENT
PUBLIC ASSEMBLY FACILITIES DIVISION**

1. The City maintains a pool of ON-CALL employees who are excluded from the contract and are paid for only hours worked, as provided in Appendix A. The City tracks the number of hours per week and number of weeks per year regularly worked by on-call employees. On-call employees who consistently work a benefit eligible schedule shall be considered a permanent part-time bargaining unit employee. The Union and City will meet annually or more frequently if needed to review such changes. On-call employees may also move to permanent employment status through the City's job posting procedure.

~~Employees hired as permanent employees on or after January 1, 2000 will be hired for either Event Services or Security and will work exclusively in that area.~~

2. Article 12, Overtime, subsection 12.3

- (a) The full-time **Administrative Associate and part-time Event Assistant** ~~Administrative Assistant and Office Assistant~~ shall be covered by the terms of the collective bargaining agreement.
- (b) Permanent part-time Public Assembly Facilities Division employees shall not receive overtime after eight (8) hours. Overtime after forty (40) hours will be provided.
- (c) Permanent full-time employees whose schedules are event driven and may vary from week to week will also not be eligible for overtime after eight (8) hours. Overtime after forty (40) hours will be provided.

3. Article 14. Holidays

Permanent part-time Event **Services** Staff ~~and Shift Supervisors~~ will have their holiday pay for all holidays except Christmas Eve calculated by dividing their standard hours per week by 5 days. Because the schedule they work varies from week to week, the provision in Appendix A which states the part-time employees must be normally scheduled to work on the day of the week on which the observed holiday falls is waived for these employees. In years that December 24th falls on a Monday, Tuesday, Wednesday or Thursday the Christmas Eve benefit (half-day holiday) will be paid and will equal one-half of the full-day holiday calculation as described above.

4. Article 17.1 Regular Hours of Work and Night Shift Differential

- (a) Public Assembly Facilities Division staff are exempted from the five (5) consecutive work days and 7.5 consecutive work hour requirement.
- (b) Permanent Event **Services** Staff ~~and Shift Supervisors~~ will have their eligibility for shift differential determined on a shift-by-shift basis. For those shifts that the employee works a majority of their hours after 6:00 p.m., they will receive a \$.45 per

hour shift differential for all

APPENDIX F (cont'd)

hours worked during that shift. For those shifts that the employee works a majority of their hours after 11:00 p.m., they will receive a \$.50 per hour shift differential for all hours worked during that shift.

5. Article 18. Higher Pay for Higher Classification of Work

Event Staff who work in higher class assignments a shift at a time will be placed on the step in the appropriate pay scale based on the date on or after September 1, 1996 that the Division began using them in that capacity. Permanent employees (full-time or part-time) who are qualified for Shift Supervisor assignments and who are regularly assigned to the Section (Event Services or Security) where the vacancy exists will be given preference over on-call employees.

6. Article 19. In Charge Differential

Event Staff will receive a \$1.00 per hour differential when they are assigned duties related to the set-up, operation and strike of City or Portland owned theatrical equipment for Public Assembly Facilities Division managed events, working under the direction of the Technical Director or Assistant Technical Director.

57. The exemptions described in 2(b)2, 2(c), and 4(a) and the provisions described in 4(b) are without precedent and establishes no practice that will affect other bargaining unit employees. All other terms and conditions of the Agreement will apply to employees of the Public Assembly Facilities Division.

Agreed to by:

City of Portland

Date

AFSCME Council 93

Date

AFSCME CEBA Local 1373

Date

APPENDIX G

STAND-BY PAY

IT Department

The parties mutually agree that CEBA members employed in the IT Department will participate in an on-call rotation, along with other IT Department personnel, to provide after hours, weekend and holiday emergency support. Compensation for this stand-by rotation shall be \$15.00 per day on weekdays and \$22.50 per day on weekends and holidays. Emergency calls requiring an on-site response will be paid as a call-in.

IT Department will be provided with a pager, blackberry, cell phone or some other communication mechanism at no cost for on-call responses.

IT Department Involuntary Overtime/Shift Coverage Guidelines (Art. 12.18)

- IT shall maintain a seniority list.
- When involuntary 2nd shift overtime coverage is required employees shall be asked by management on the basis of seniority, starting with most to least.
- Employees are allowed up to two (2) involuntary overtime refusals in a twelve (12) month period, which shall start upon execution of this Agreement.
- In the event employees have used their two (2) involuntary overtime refusals during the designated twelve (12) month period, then employees may not refuse to work an overtime shift when approached by management. In this case, employees will be asked on an inverse seniority basis.
- Employees will be provided with up to two (2) involuntary overtime refusals for each new twelve (12) month period.
- Employees will be expected to provide 2nd shift coverage from 5:00 p.m. to 11:00 p.m. At the conclusion of the employee's regular shift at 3:30 p.m., employees working an involuntary 2nd shift overtime assignment that same day will have the option of working the 3:30-5:00 p.m. shift gap with pay, or taking an unpaid break/go home, etc.
- Employees shall receive a minimum eight (8)-hour rest break after working sixteen (16) consecutive hours. If this eight (8)-hour break incorporates a portion of their next regular shift they shall report to work later for their shift the next day. In this instance, employees shall be paid from their regular shift start time until they arrive, along with the balance of their regular shift worked.

Agreed to by:

City of Portland

Date

AFSCME Council 93

Date

CEBA Local 1373

Date

**APPENDIX H
MEMORANDUM OF AGREEMENT**

The parties mutually agree that the City will provide training to Code Enforcement personnel that will provide them with the knowledge necessary to perform electrical wiring inspections of 1 and 2-family residential units. This is required training for all Code Enforcement Officers and the Code Enforcement Field Supervisor. This training will include six components as follows:

- Step 1 Electrical Code Up-date provided by State of Maine Planning Office (full-day seminar)
- Step 2 Complete video series “Mastering the NEC (National Electrical Code) under the direction of in-house instructor (Inspections Services Manager or designee). This video series is a multi-media presentation that explores basic, residential wiring and services, grounding and code applicability to these topics. (8 hours).
- Step 3 Basic Home Electrical Class – class provided by technical college or other educational institution that covers the following topics: basic repairs, installation and maintenance, wiring practices, wiring sizing and use of testing equipment (3 hours).
- Step 4 On-going Job Shadowing with currently active inspectors providing electrical inspection (10 hours).
- Step 5 Hands-On Electrical Installation Work – performs electrical inspection work under the guidance of a licensed Master Electrician (5 hours).
- Step 6 Additional inspection review and training as needed on a group or individual basis.

Tuition and wage costs will be paid by the City in accordance with Article 27.3. Training will be done during normal work hours when possible. Employees may flex their schedule with the approval of the Department Head or designee when required to attend outside training during off-duty hours.

The hour requirements listed above are minimum requirements. Upon full completion of the training outlined above, the employee will be expected to perform inspections of electrical wiring on 1 and 2-family dwellings as part of that building inspection. Any concerns regarding code compliance will be brought to the attention of City’s Electrical Inspector.

Agreed to by:

City of Portland

Date

CEBA Local 1373

Date

AFSCME Council 93

Date

APPENDIX I

SOCIAL SERVICES DIVISION – SHELTER PERSONNEL

Hours of Work

A full shift is 12.5 work hours and a half-hour unpaid lunch break, for a total shift length of 13 hours. The standard overnight shift is 7:00p.m. – 8:00a.m. Full-time employees with a standard work week of 37.5 hours will normally work three (3) 12.5 hour shifts.

Part-time employees may work shifts of varying lengths during the day as well as some overnight shifts.

Holidays

Due to scheduling considerations and the expansion of hours at the Oxford Street Shelter on holidays, due to the closure of other area facilities for the homeless, holiday coverage is determined by management. Schedule changes specific to the holiday will be posted at least two (2) weeks prior to the holiday. The holiday schedule reflects who has agreed to work but the schedule does not change the employee's regular schedule for the determination of holiday pay.

The provisions of Article 13 apply to Shelter Attendants with the following clarifications:

1. If the holiday falls on an employee's regularly scheduled work day and the employee does not work, the employee must have received prior approval to take the holiday off. The employee will receive holiday base pay for their regularly scheduled hours if it is a full-day holiday.
2. Employees who are scheduled to work on a full-day holiday and who call in sick for the holiday will be required to provide a doctor's note documenting their illness. They will receive base holiday pay for their regularly scheduled hours.
3. Full-time employees who are not regularly scheduled to work on the day of the week on which a full-day holiday falls and who do not work may elect to receive 7.5 hours of straight time pay or 7.5 hours of compensatory time.
4. Employees receive holiday premium pay at the time and one-half rate for the first thirteen (13) hours worked on a holiday. Hours worked in excess of thirteen (13) hours on a holiday will be paid at the double time holiday premium rate.

APPENDIX I (cont'd)

5. In accordance with Article 13 and Appendix A, part-time employees only receive holiday base pay on a particular holiday if they are benefit eligible and if they normally work that day of the week; providing these conditions are met, the amount of holiday base pay is based on the number of hours they normally work that day of the week. Part-time employees who are not regularly scheduled to work on the day of the week on which a full-day holiday falls, but who work the holiday, will receive holiday premium pay but not base holiday pay.

All part-time employees who work during the 24-hour span of a full-day holiday receive holiday premium pay for actual hours worked.

6. Compensation for a half-day holiday on Christmas Eve is handled in accordance with Article 13.2.2.

Overtime

Overtime is paid after an employee has worked in excess of thirteen (13) hours per day or forty (40) hours per week.

Staff meetings will be paid as follows upon contract execution: staff meetings scheduled and posted with at least two (2) weeks notice will be compensated as regular hours worked. If staff meetings are scheduled with less than two (2) weeks notice or called on an emergency basis, employees required to attend during off-duty hours will receive pay in accordance with Article 12.11.

Agreed to by:

_____	_____
City of Portland	Date

_____	_____
AFSCME Council 93	Date

_____	_____
CEBA Local 1373	Date

APPENDIX J

SIDE LETTER – RECREATION

The parties mutually agree that part-time Recreation Division employees will receive overtime only after working forty (40) hours per week. Part-time employees who have their schedule seasonally increased to full-time will receive overtime pay after working forty (40) hours per week, not eight (8) hours per day. Full-time employees (standard hours of 37.5 per week) will receive overtime after working eight (8) hours per day or forty (40) hours per week as outlined in 12.3.

Overnight Trips

Senior Trips – Employees who organize and take seniors on these trips will receive pay for the number of hours they are actually with the seniors. They will also receive stand-by pay of \$14 per day for the overnight hours; in the event they are called on by a senior during the overnight hours to address a problem or concern, they will be paid in accordance with Article 12.11 for that call.

Camping Trips – Employees who take children on the annual overnight trip will be paid for all hours worked including the overnight hours.

Employees will be expected to work the remainder of their weekly schedule following an overnight trip unless the employee has received prior approval for scheduled time off.

Agreed to by:

City of Portland

Date

AFSCME Council 93

Date

CEBA Local 1373

Date

Appendix K-1

The parties mutually agree to continue the 3-day CNA schedule in accordance with the The parties mutually agree to continue the 3-day CNA, **LPN and RN** schedule in accordance with the following terms and conditions:

Work Week

The regular work week shall consist of three (3) twelve and one-half (12.5) hour shifts per week. Week day schedules include an every other weekend requirement.

Work Hours

The regular hours of work shall be from 6:00 a.m. to 7:00 p.m. for the first shift and 6:00 p.m. to 7:00 a.m. for the second shift. These are normal hours of work; deviations from these hours must be approved by the Long-Term Care Administrator.

The employee is entitled to take three (3) 15-minute paid breaks in addition to a 30-minute unpaid lunch break. Break times are to be scheduled with approval of the employee's supervisor.

Shift Differentials

The following shift differentials apply to these shifts:

6:00a.m. – 7:00p.m. No differential applies to these hours worked Monday through Friday. The weekend day differential of ~~\$1.00~~ **\$2.00** per hour applies to all hours worked during this time frame on Saturday and Sunday.

6:00p.m. – 7:00a.m. The weekday evening shift differential of ~~\$1.00~~ **\$2.00** per hour applies to the hours worked Monday through Friday, 6:00p.m. – 11:00p.m. The weekday night shift differential of ~~\$2.00~~ **\$3.00** per hour applies to hours worked during the 11:00p.m. – 7:00a.m. period Monday through Friday (11:00p.m. Monday – 7:00a.m. Saturday).

The weekend evening shift differential of ~~\$2.00~~ **\$3.00** per hour applies to hours worked from 6:00p.m. – 11:00p.m. on both Saturday and Sunday. The weekend night shift differential of ~~\$3.00~~ **\$5.00** per hour applies to hours worked from 11:00p.m. on Saturday to 7:00a.m. on Sunday and from 11:00p.m. on Sunday to 7:00a.m. on Monday.

APPENDIX K-1 (cont'd)

Holidays

Employees will receive the following pay for contractual holidays:

- 1) If a full-day holiday does not fall on a day when the employee is regularly scheduled to work, the employee will receive eight (8) hours of holiday base pay.
- 2) If a full-day holiday falls on a day when the employee is regularly scheduled to work, the employee will receive 12.5 hours of base holiday pay.
- 3) In addition to the above, the employee will also receive holiday premium pay for any hours actually worked on the holiday.
- 4) Permanent full-time employees will receive a half-day holiday on Christmas Eve in those years that December 24th falls on a Monday, Tuesday, Wednesday or Thursday in accordance with Article 13.2.2. In these years they will receive a four (4) hour benefit if Christmas Eve falls on a regularly scheduled day off and a 6.25 hour benefit if Christmas falls on a day that the employee is regularly scheduled to work.

Vacation

Vacation shall continue to be earned as outlined in the collective bargaining agreement. When an employee uses vacation, s/he will have the number of hours used deducted from his/her accumulated balance.

Sick

Sick leave shall continue to be earned as outlined in the collective bargaining agreement. When an employee uses sick leave, s/he will have the number of hours used deducted from his/her accumulated balance.

Overtime

Overtime for employees on this schedule shall be paid at the rate of time and one-half when s/he actually works beyond 12.5 hours per day or forty (40) hours per week. Hours worked for overtime purposes are outlined in Article 12.5 of the collective bargaining agreement.

APPENDIX K-1 (cont'd)

Number of Positions (CNA)

Requests for this schedule **for CNA positions** will be processed in pairs. Employees desiring this schedule will receive approval once the full 24-hour period at the same location can be staffed in accordance with this agreement providing such staffing meets the needs of the facility. Any additional restrictions placed on approval of these requests will be discussed at the Barron Center Labor-Management Committee.

If one member of a pair leaves employment or decided against the twelve-hour shifts, the facility will attempt to recruit a replacement from the same unit. If no replacement is found within two (2) weeks, the pair will be dissolved after providing a two week notice to the remaining employee. In this case, the transition back to the employee's regular schedule will be developed with the employee's input.

Personnel Selection

The pairs of twelve and one-half hour positions will be filled in accordance with Article 17.2. Anyone signing up for one of these positions must be willing to work the aforementioned three (3) shifts per week and also work every other weekend if requesting a week day schedule.

Term

This schedule will continue for the term of the ~~2019 – 2021~~ **2021 – 2024** collective bargaining agreement except that either party may cancel this agreement by providing the other party with a thirty (30) day cancellation notice.

Agreed to by:

_____ City of Portland	_____ Date
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_____ AFSCME Council 93	_____ Date
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_____ CEBA Local 1373	_____ Date
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Appendix K-2

Barron Center Scholarship Program

The Barron Center instituted the following scholarship program for students hired for the Nutrition Services Division in 1999. The parties agree to continue this program for the term of the ~~2019 – 2021~~ **2021 – 2024** collective bargaining agreement.

1. Employees who are hired in their freshman, sophomore, junior or senior year in high school and who work a standard schedule of at least 7.5 hours per week at the Barron Center from their date of hire through their senior year of high school are eligible to receive a scholarship at graduation that is payable to the secondary institution of their choice.
2. The scholarship amount is based on \$750 per fiscal year period of employment. The scholarship amount will be paid to the educational institution of the student's choice during the student's second semester of his/her freshman year.

Agreed to by:

City of Portland

Date

AFSCME Council 93

Date

AFSCME CEBA Local 1373

Date

APPENDIX L

STANDARD PROVISIONS OF FOUR-DAY WORK SCHEDULE AGREEMENTS

The following provisions are the standard components of a modified work agreement where some or all employees in a particular Section, Division or Department agree to change their regular work schedule from a Monday through Friday schedule to a 4-day week day work schedule. It is the decision of the Department Head or designee to determine whether or not some employees may opt to stay on a 5/8 schedule. If all employees will be required to work the modified schedule, the schedule change requires a majority vote of the affected employees.

1. Work Week

The regular work week shall consist of three (3) 9.5 hour days and one (1) 9.0 hour day. If employees currently work a Monday through Friday schedule and more than one employee will be working the four-day schedule, some employees may be required to work a Monday through Thursday schedule and other employees may be required to work a Tuesday through Friday schedule.

2. Holidays

Holidays defined in the respective collective bargaining agreements as paid holidays will be paid as follows:

A. If a full-day holiday falls on a scheduled work day, the employee shall normally have the holiday off. For full-day holidays, holiday pay will equal the number of hours the employee would regularly work that day of the week, providing they work a standard day of 9.0 or 9.5 hours. In the event the employee is required to work on the holiday, the employee will receive premium pay in accordance with 13.5.

B. If the holiday falls on a Monday, Tuesday through Friday employees will have Tuesday off; if the holiday falls on a Friday, Monday through Thursday employees will have Thursday off.

C. When December 24th falls on a Monday, Tuesday, Wednesday or Thursday, employees will receive a Christmas Eve holiday benefit. If Christmas Eve also falls on a regularly scheduled work day for the employee, the employee will work the first half of their scheduled shift and will receive holiday pay for the second half of their scheduled shift; if it does not fall on a regular work day, the employee will receive 3.75 hours of holiday pay.

APPENDIX L (cont'd)

3. Vacation

Vacation shall continue to be earned as outlined in the collective bargaining agreement. When the employee uses a vacation day s/he shall have the actual hours used deducted from his/her accumulated balance.

4. Sick Leave

Sick leave shall continue to be earned as outlined in the collective bargaining agreement. When the employee uses a sick day s/he shall have the actual hours used deducted from his/her accumulated balance.

5. Overtime

Overtime shall be paid at the rate of one and one-half times the employee's base rate when s/he actually works beyond ten hours per day or forty (40) hours per week.

This Appendix outlines the terms and conditions of four (4) day work schedules currently in effect in the Public Works, Health and Human Services, and Planning and Development departments.

Managers who are considering a modified work schedule for their employees, based on the department's needs or due to employee interest, should contact Human Resources at least one month prior to proposed implementation of the schedule. Discussions will be held between Department representatives, Human Resources and the Union. A Memorandum of Agreement will be negotiated if the terms of the schedule differ in any respect from this Appendix and employees will be given a two (2) week notice of the schedule change following the conclusion of negotiations. Four (4) day work schedules may be either seasonal or year round.

Agreed to by:

City of Portland

Date

AFSCME Council 93

Date

CEBA Local 1373

Date

APPENDIX M
MEMORANDUM OF UNDERSTANDING

The City of Portland and AFSCME CEBA have agreed to modify the provisions of the 2019 – 2021 collective bargaining agreement for the Public Health Nurses within the Public Health Division in order to improve the delivery of evening clinic services. The modifications are as follows:

1. Work Schedule - Employees who wish to work a five (5) day schedule may do so with the approval of their Program Manager. The terms of the Memorandum do not apply to them. The regular work week shall be four (4) days which total 37.5 hours per week. The standard work day is 9.0 or 9.5 hours; however, the day may vary in length depending upon program needs and employee preference. The work day must occur between 7:00 a.m. and 9:00 p.m. and employees must take a one (1) hour lunch period each day.
2. Days Off - Employees will continue to have Saturdays and Sundays off. The additional third day off may occur on any of the five normal days of operation. The Public Health Administrator or designee will approve work schedule requests in accordance with Divisional staffing needs.
3. Holidays - Employees will not work on holidays. For full-day holidays, holiday pay will equal the number of hours the employee would regularly work that day of the week, providing they work a standard day of 9.0 or 9.5 hours. Employees who work an irregular schedule will receive 9.5 hours of holiday pay per full-day holiday and will adjust their work week to equal 37.5 hours including holiday hours paid. When December 24th falls on a Monday, Tuesday, Wednesday or Thursday, employees will receive a Christmas Eve holiday benefit. If Christmas Eve also falls on a regularly scheduled work day for the employee, the employee will work the first half of their scheduled shift and will receive holiday pay for the second half of their scheduled shift; if it does not fall on a regular work day, the employee will receive 3.75 hours of holiday pay. All employees will work enough hours in a holiday week to total a 37.5 hour work week.
4. Overtime - Employees on the modified work schedule who work a standard day of 9.0 or 9.5 hours shall be entitled to overtime only after ten (10) hours per day, unless the employee's regular scheduled shift exceeds 10 hours per day, or (40) hours per week.
5. Vacations - Employees on the modified work schedule shall continue to accrue vacation leave as outlined in the Agreement. Employees will be charged for the actual hours used.

APPENDIX M (cont'd)

6. Sick Leave - Employees on the modified work schedule shall continue to accrue sick leave as outlined in the agreement. Employees will be charged for the scheduled hours they miss when they call in sick.
7. Scheduling - Employees will develop two-month schedules to be approved by the Public Health Administrator or designee.
8. Review - The City and the Union agree to meet if requested to evaluate the plan and discuss possible changes to this Memorandum of Understanding.
9. Term - This program will remain in effect as long as the parties agree. This Memorandum of Agreement may be canceled by either party by giving sixty (60) days' notice.

For the City of Portland

Date

For CEBA Local 1373

Date

For AFSCME Council 93

Date

APPENDIX N

MEMORANDUM OF AGREEMENT

The parties mutually agree to continue the four-day work schedule for Parking Garage Shift Leaders in accordance with the following guidelines.

1. Work Week

The regular work week shall consist of four consecutive days of work. Three days will be 10.25 hours in length with a 45-minute unpaid lunch break; and one day will be 9.75 hours in length with a 45-minute unpaid lunch break.

2. Holidays

Employees will continue to work the holidays that fall during their regular work week. Their base holiday pay for full-day holidays will equal the number of hours they are scheduled to work that day of the week, and they will also receive premium pay for the actual number of hours they work on the holiday. When December 24th falls on a Monday, Tuesday, Wednesday or Thursday, employees will receive a Christmas Eve holiday benefit. If Christmas Eve also falls on a regularly scheduled work day for the employee, the employee will receive regular pay for the first half of their shift and will receive holiday base pay and holiday premium pay for the second half of their shift; if it does not fall on a regular work day, the employee will receive 3.75 hours of holiday pay. Employees will not receive a Christmas Eve holiday benefit for working December 24th in years that December 24th does not fall on a Monday, Tuesday, Wednesday or Thursday.

On full-day holidays that fall on a day outside of the employee's regular work week, the employee will receive a holiday credit of 9.375 hours, 9.375 hours of straight time pay during the week in which the holiday occurs, or a day off with pay in the work week immediately prior to the holiday.

3. Overtime

Employees on the modified work schedule shall be entitled to overtime after ten (10) hours per day or forty (40) hours per week.

4. Vacations

Employees on the modified work schedule shall continue to accrue vacation leave as outlined in the collective bargaining agreement. Employees will be charged for the actual hours used (9.0 or 9.5 hours for each full vacation day).

APPENDIX N (cont'd)

5. Sick Leave

Employees on the modified work schedule shall accrue 7.5 hours of sick leave per month. Employees will be charged for the scheduled hours they miss when they call in sick.

6. Term

This agreement will continue for the duration of the 2019 – 2021 collective bargaining agreement except for the following periods of time:

7. Filling of Temporary Vacancies

In the event one of the four shift leaders goes on a leave of absence or is out for an extended period of time, the Department will post a notice that Parking Garage Cashiers interested in working as a shift leader for the duration of the leave should submit a letter of interest. Department management will interview the employees interested in the assignment and, providing they determine one of the applicants is qualified for the assignment, the four-day schedule will continue with the employee temporarily assigned to the Shift Leader vacancy working the schedule normally worked by the employee on leave. The Cashier's position and hours will be filled on an "as needed" basis as determined by Department management.

In the event no one is interested, those interested are determined not to be qualified by Department management, or the Cashier selected does not meet the performance requirements of the job, the remaining three Shift Leaders will revert to a five (5) day schedule for the duration of the leave following a two (2) week notice of shift change.

Either party may terminate this agreement during the term of the current collective bargaining agreement by providing the other party with at least two (2) weeks' notice.

Agreed to by:

City of Portland

Date

CEBA Local 1373

Date

AFSCME Council 93

Date

APPENDIX O MEMORANDUM OF AGREEMENT

The Inspections staff will work a modified schedule during the term of the ~~2019 – 2021~~ **2021 - 2024** collective bargaining agreement. The parties agree to amend the collective bargaining agreement between CEBA Local 1373 and the City of Portland as follows:

1. Work Week

Employees who wish to work a five (5) day schedule may do so with the approval of the Inspections Services Manager. The terms of this Memorandum do not apply to them.

The regular work week for employees who work a four (4) day schedule shall consist of three (3) 9.5 hour days and one (1) 9.0 hour day. Days off will vary from week to week in accordance with the rotating schedule determined within the work team and the days of work will not always be four (4) consecutive days.

2. Holidays

Holidays as defined in the collective bargaining agreement as paid holidays will be paid as follows:

- A. During the week of Thanksgiving, all employees will work 7.5 hours on Monday, Tuesday, and Wednesday and will receive 7.5 hours of base holiday pay for Thanksgiving Day and the day after Thanksgiving.
- B. Except for the Thanksgiving holidays, if a full-day holiday falls on an employee's scheduled work day, the employee will receive holiday base pay equal to the hours they would normally be scheduled to work on that day of the week.
- C. If a full-day holiday falls on an employee's regularly scheduled day off, the employee will have another day off that week and will receive holiday base pay equal to the number of hours they are normally scheduled on the day they take off.
- D. When December 24th falls on a Monday, Tuesday, Wednesday or Thursday, employees will receive a Christmas Eve holiday benefit. If Christmas Eve also falls on a regularly scheduled work day for the employee, the employee will work the first half of their scheduled shift and will receive holiday pay for the second half of their scheduled shift; if it does not fall on a regular work day, the employee will receive 3.75 hours of holiday pay.

APPENDIX O (cont'd)

3. Vacation

Vacation shall continue to be earned as outlined in the collective bargaining agreement. When the employee uses vacation leave, s/he shall have the actual hours used deducted from his/her accumulated balance.

4. Sick Leave

Sick leave shall continue to be earned as outlined in the collective bargaining agreement. When the employee uses sick leave, s/he shall have the actual hours uses deducted from his/her accumulated balance.

5. Overtime

Overtime shall be paid at the rate of one and one-half times the employee's base rate when s/he actually works beyond ten (10) hours per day or forty (40) hours per week.

6. Term

This agreement shall be effective upon execution of the ~~2019 – 2021~~ **2021 – 2024** collective bargaining agreement and shall continue for the term of the ~~20169 – 2021~~ **2021 – 2024** collective bargaining agreement except that either party may cancel this agreement by providing the other party with a sixty (60) day written notice.

Agreed to by:

City of Portland

Date

AFSCME Council 93

Date

CEBA Local 1373

Date

APPENDIX P

MEMORANDUM OF UNDERSTANDING

CITY CLERK MODIFIED WORK HOURS VITAL RECORDS CLERKS AND ELECTION ASSISTANTS

The City of Portland and AFSCME CEBA hereby agree that the City Clerk's Office will be open from 8:00am to noon on December 24th (Christmas Eve) when City Hall is opened. The City will need to modify the work hours of part-time Vital Records Clerks and Election Assistants, CEBA pay Grade 8, who regularly work shifts from 8:00am to 12:30pm or 12:15pm to 4:45pm.

The parties agree to the following stipulations and amendments to the CEBA Collective Bargaining Agreement:

Continuing with the rotation that began in December 2009, in odd years the afternoon shift will work the 8:00am to noon workday on December 24 (Christmas Eve), and in even years the morning shift will work the 8:00am to noon workday on December 24 (Christmas Eve).

The employees who work the 8:00am to noon shift will be compensated at their regular hourly rates, and in accordance with Article 13.5.1 will receive two hours of holiday premium pay for hours worked 10:00am to noon.

The employees who are off that day shall receive four and a half (4 ½) hours of pay at their regular rate of pay.

APPENDIX Q

HEALTH INSURANCE RESERVE ACCOUNT

Health plan as proposed by the Health Insurance Advisory Committee referred to in Article 15.2.1.

- Implementation of the new Health Insurance plan (Revised 11/14/2014) would be no sooner than January 1, 2016.
- The wellness programs will be established prior to new Health Insurance Plan being implemented.
- The first year of implementation the proposed Health Insurance plan the deductible will be \$200 for single per year and \$400 for a family per year.
- The second year of implementation of the proposed Health Insurance plan the deductible will increase to \$400 for single per year and \$800 for a family per year.
- Established a reserve account as outline below:

Health Insurance (City of Portland Employee Medical Plan) Reserve Account

Upon implementation of the proposed value-based insurance design that includes wellness components, the City of Portland (“City”) agrees to designate \$150,000 from fund balance to establish a reserve account. Thereafter, following the conclusion and audit completion of each fiscal year, the City will determine if the employee medical plan budget was over-funded or under-funded based on the overall medical budget that was set by the City for that fiscal year. If the medical budget is over-funded, then 15% (represents employee contributions) of that amount will be added to the reserve account. Likewise, if the medical budget is under-funded, then 15% of that amount will be deducted from the reserve account.

The purpose of the reserve account is to provide weekly premium relief to those active employees who contribute to the cost of health insurance for themselves and/or family members. When the reserve account has enough monies above the \$150,000 threshold to cover at least one week of employee contributions, then monies will be returned to active employees in the form of a non-payment obligation from each current contributing employee based on their weekly plan rate. The City will arrange for the non-payment obligation to occur in the second quarter of the following fiscal year.

To illustrate how this would work, below are two (2) examples with the assumed \$150,000 designated as funds for the reserve account.

***Example 1:**

Health Insurance Budget for fiscal year 2015 \$15,500,000

Health Insurance actual cost for fiscal year 2015 \$15,000,000

- Over-funding results in 15% of \$500,000 (difference between budget and actual) = \$75,000. \$75,000 added to \$150,000 so reserve account is \$225,000.
- Currently, weekly employee contributions total approximately \$52,000.

- This example would produce premium relief in the form of a non-payment obligation of one (1) week for each current contributing employees based on their weekly plan rate in the second quarter of fiscal year 2016. The reserve account balance would then be \$173,000.

*Example 2:

Health Insurance Budget for fiscal year 2015 \$15,500,000

Health Insurance actual cost for fiscal year 2015 \$16,000,000

- Under-funding results in 15% of \$500,000 (difference between actual and budget) = (\$75,000).
- \$75,000 would be deducted from the \$150,000 reserve account, leaving a balance of 75,000.

Human Resources and Finance will be responsible for recordkeeping of the reserve account.

Human Resources will continue to provide Labor/Management Health Insurance Advisory Committee with the quarterly reporting packet that includes timely information regarding actual health insurance expenditures compared to the budgeted amounts.

*Examples are for illustration purposes only.

MEMORANDUM
City Council Agenda Item

FROM: Tom Caiazzo Caiazzo, Labor Relations

DATE: July 14, 2022

SUBJECT: Order 25-22/23 Approving the Collective Bargaining Agreement with the Communications Employees Association – Sponsored by Danielle P. West, Interim City Manager

SPONSOR: Danielle P. West, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 7/11/2022

Final Action 8/8/2022

Can action be taken at a later date: No The Administration is requesting a first reading on July 11, 2022.

Does this item involve a new contract with the City: Yes, Corporation Counsel has reviewed this contract.

PRESENTATION: Tom Caiazzo will be available for questions on August 8, 2022.

I. SUMMARY

Staff has reached a tentative agreement with the Communications Employees Association on a successor three (3) year contract.

II. AGENDA DESCRIPTION

This item approves the negotiated collective bargaining agreement between the City and the Communications Employees Association (“CEA”) for the period of July 1, 2021 through June 30, 2024. This proposal is presented after previously receiving guidance from the City Council in executive session and after having reached a tentative agreement with the CEA, which was voted on and approved by the members.

The tentative agreement creates a three-tiered pay plan, where wages increase as employees move up the tiers. Tier 1 is for those certified only as a call taker; Tier 2 is those who are also certified in one of the two disciplines (police or fire); and Tier 3 is for those certified in all disciplines. It also provides for a 3% general wage increase for FY22, retroactive to July 1, 2021; a 0% general wage increase for FY23 (in exchange for a more beneficial retirement plan); and a 3% general wage increase for FY24. The proposal also makes a majority of the CEA members eligible for the more favorable “3C” MainePERS retirement plan and adds a comparable increase to the 401a contributions; adds a \$.25 stipend for all members to become a notary public, a \$1.25 stipend for field trainers, and adds \$.25 to the EDQ stipend. Finally, the proposal agrees to pay double time for all hours worked over 60 in one week, adds Juneteenth as a paid holiday, implements earned paid leave, and makes other minor adjustments in the agreement between the parties.

This item must be read on two separate days. It received its first reading on July 11, 2022. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The Communications Employees Association (CEA) is the union that represents the City’s telecommunications staff who work in the dispatch center handling all emergency 911, as well as non-emergency, calls for Portland, South Portland, and Cape Elizabeth. Fully staffed, the union would represent 37 telecommunicators and telecommunications supervisors, as well as one fire alarm specialist and one radio systems specialist.

The previous contract with the CEA expired on June 30, 2020, and the parties previously agreed to extend that contract for an additional year until June 30, 2021.

The dispatch center is one of the City's most understaffed divisions at the moment, and the financial and other benefits contained in the proposed agreement are intended to make Portland competitive with other dispatch centers, and to allow us to recruit and retain excellent employees.

This proposed agreement is presented after twice receiving guidance from the City Council in executive sessions and is in line with that guidance received. The tentative agreement was approved by CEA members on June 18, 2022.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

To approve a competitive successor collective bargaining agreement, allowing the City to recruit and retain excellent employees.

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff has conducted a survey of other local dispatch center wages and terms of work; negotiated diligently with the CEA; consulted the City Council for guidance on two occasions; and worked with the administration to arrive at a tentative agreement that is fair and competitive.

VII. RECOMMENDATION

To adopt the proposed agreement as presented.

VIII. LIST ATTACHMENTS

1. Communications Employees Association Contract 7.11.2022
2. Communications Employees Association Edited Contract June 2022

Prepared by:

Tom Caiazzo Caiazzo, Labor Relations

Date: 07/14/2022

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

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

ORDERED, that the attached Collective Bargaining Agreement with the Communications Employees Association for July 3, 2021 through June 30, 2024, is hereby approved.

AGREEMENT BETWEEN

THE CITY OF PORTLAND, MAINE

AND

THE COMMUNICATIONS EMPLOYEES ASSOCIATION

July 1, ~~2018~~ 2021 to June 30, ~~2020~~ 2024

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APPENDIX D-1 – MERGED SENIORITY LIST (all Telecommunicators and Supervisors)

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APPENDIX E – SUPERVISOR SENIORITY LIST

APPENDIX F – TELECOMMUNICATOR AND SUPERVISOR GROUPING BY SHIFT (also shows Schedule and NSD)

APPENDIX G – 2011 SUPERVISOR SELECTION - SENIORITY

APPENDIX H – PAY PLAN

APPENDIX I – PORTLAND/SOUTH PORTLAND BOARD OF GOVERNANCE

Appendix J – PRCC RESERVE TELECOMMUNICATOR PROGRAM

AGREEMENT

This Agreement is hereby made and entered into this 8th day of April, 2019 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~~Association".

1. PREAMBLE:

- 1.1 Pursuant to the provisions of the Municipal Public Employees Labor Relations Law (Chapter 9-A, Title 26, Maine Revised Statutes Annotated, 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 have consolidated emergency dispatch operations. All new employees hired after the date of 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 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~~ Association 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 the Fire Alarm Specialist within the Fire Department except employees excluded by Chapter 9-A, Title 26, Maine Revised Statutes Annotated. ~~The Union~~ Association shall have the right to participate in all disputes over the interpretation and application of this Agreement, and the results of any grievance of an employee who is not represented by the Union Association during that grievance shall be non-precedent setting.
- 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~~ ASSOCIATION SECURITY AND DUES DEDUCTION:

- 3.1 Employees not in the ~~Union~~ Association 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~~ Association. ~~The relationship between employees who choose not to join the Union Association and the Union Association shall be governed by the Union's Association's bylaws, including representation services and any associated fees.~~
- 3.2 The City shall deduct ~~Union~~ Association dues on a weekly basis in the amount as determined by the ~~Union~~ Association 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. ~~The City has no obligation to pay the Union Association any dues payment for an employee if the employee has not signed said authorization card.~~ 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~~ Association shall be given notice of any cancellation of dues by a unit member.
- 3.3 The City shall forward to the Secretary-Treasurer of IAFF Local 740 such deductions each month following the month of deductions.

- 3.4 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 Association 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.
- 3.5 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.
- 3.6 The Union Association 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 Association pursuant to this Article, said indemnification to include all costs and attorney's fees resulting from any such claims or suits. Notwithstanding the above, nothing herein shall be construed as requiring employees represented by the Union Association to become or remain members of the Association.

4. (RESERVED)

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 their 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~~ their 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~~ their 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~~ an employee may elect to use any accumulated days to make up the difference between their Workers' Compensation and their regular weekly salary 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 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 transitional 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~~ they 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~~ their current medical restrictions and the positions ~~he/she~~ they 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~~ their 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~~ their ability to return to ~~R~~regular ~~W~~Work within the ninety (90) day period.

6.8.2 If unable to return to ~~R~~Regular ~~W~~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~~ their current medical restrictions and the positions ~~he/she~~ they 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~~ Association'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~~ their 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 or a virtual setting will be made to eligible employees in order to fill the vacancy. The Emergency Communications Director or designee shall call or use a virtual setting for the open position(s) 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 or virtual setting 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. The City's health plan will be implemented incorporating the principles of a value-based insurance design **to include a four hundred dollar (\$400) deductible for the single plan and eight hundred dollar (\$800) deductible for the family plan per year.**

10.2.1.1 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 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; 3% for each requirement. 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.

10.2.3 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~~ they 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.

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

10.2.5 The City shall begin payment on health insurance premiums effective the first month following the employee's date of hire.

10.2.6 Reopener: Notwithstanding any provision of this Agreement, either party may reopen this health insurance article and the salary article. 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.

10.2.7 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.

10.2.8 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.

10.2.9 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.

10.2.9.1 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.

10.2.9.2 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. Effective as soon as possible after City Council approval of this contract, the City shall provide to all eligible employees, a retirement benefit through the Maine Public Employees Retirement System (MEPERS), pursuant to the Consolidated Plan, Rule 94-411 Chapter 803, Section 8, Subsection 5 (Special Plan Benefit plan 3C, of two thirds of the average final compensation after twenty-five (25) years of creditable service regardless of age.~~

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. Effective as soon as possible after the City Council approval of this contract, the Employer contribution to the ICMA 401(a) shall be 10%.~~

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~~ their 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~~ their 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 (**):

- 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) **per fiscal year** for the purchase of pants (khaki colored), work shoe/boot and a black belt. There will be no rollover of funds.

13.1.3 Fire Alarm 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
- Hard Hat

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~~ **their** 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~~ **their** 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~~ their 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~~ their 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~~ their salary at the time of lay-off for one-

half (1/2) the number of days of ~~his~~ their 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~~ their 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~~ their 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~~ their 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~~ their 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~~ notifications have been made. 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~~ their position, unless the Department Head or ~~his~~ their 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~~ their 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~~ their 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~~ their 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 **as much advance notice as possible but no less than twenty-four (24) hours'** 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 forty (40) hours** 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 relative 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 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.
- 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 payments to equal the regular week's pay of the employee had ~~he/she~~ they been in the City service during this period. The employee using reserve service leave shall furnish ~~his/her~~ the Department Head Emergency Communications Director 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 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~~ their qualifying medical condition, the City may request documentation of the individual's medical condition. The City may request clarification concerning the nature of the medical condition and the employee's limitations in order to identify an appropriate reasonable accommodation. The City and the employee shall engage in an interactive process to determine an effective reasonable accommodation within as quick a timeframe as is practicable under the circumstances.

If leave is determined to be necessary, the initial 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 health condition as defined by the Family Medical Leave Act and the employee is otherwise eligible.

18.7.2 Absent unusual circumstances, the employee shall submit written notification to their Human Resources representative at least thirty (30) days prior to their anticipated departure stating the probable duration of the leave. The 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 the 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~~ Emergency Communications Director 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, 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.

18.8 Short-Term Leave of Absence: A regular employee may be granted a leave of absence without pay by their ~~Department Head~~ Emergency Communications Director 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~~ Emergency Communications Director 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 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, vacation, personal leave or compensatory time 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~~ Association 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 during the first twelve weeks of such leave. 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 ↓ - 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~~ Association 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~~ .77 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~~ 1.54 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~~ 2.31 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~~ 3.08 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 40, 80 hours, 120 hours and 160 hours.
- 22.1.7 Employees who earn vacation leave at a rate of ~~2.31~~ 1.54 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 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~~ their 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~~ one 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~~ one 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~~ their 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~~ their 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 Emergency Communications 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 Specialist and Radio Systems Specialist are to submit their vacation requests and/or EPL requests for purposes of vacation 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.

22.8 Earned Paid Leave

22.8.1 Upon execution of this Agreement and pursuant to 26 M.R.S. Sec. 637, employees will accrue one (1) hour of Earned Paid Leave (EPL) for every forty (40) hours worked and shall be subject to the City's personnel policies regarding EPL. EPL shall be credited and posted on a weekly basis.

22.8.2 Employees may accumulate up to a maximum of forty (40) hours of EPL in a calendar year. Unused EPL hours will roll over from one calendar year to the next, but employees will not be awarded more than 40 hours in a calendar year, including hours that are rolled over.

22.8.3 EPL may be used for 1) an emergency, illness, or sudden necessity; or 2) any reason other than emergency, illness, or sudden necessity, including vacation or personal time. Where EPL is taken for an emergency, illness, or sudden necessity, the employee must make a good faith effort to provide as much notice as is feasible under the circumstances, and in accordance with the Department's regular procedures. Where EPL is taken for any reason other than emergency, illness, or sudden necessity, an employee must request to take EPL in accordance with the Department's regular procedures as outlined in Article 22.

22.8.4 Employees hired on or after July 1, 2008 shall be compensated for all accumulated vacation leave and EPL at the time of separation with a combined maximum payout of 160 hours. Any accrued EPL over this amount is forfeited at the time of termination of employment.

22.8.5 If at any time Maine's EPL law is rescinded, employees shall not earn any additional EPL and vacation leave accrual rates will be restored as follows: 1.54 hours per week in the first through the second year of service; 2.31 hours per week in the third through sixth year of service; 3.08 hours per week in the seventh through nineteenth year of service; and 3.85 hours in the twentieth and each succeeding year of service.

22.8.6 Effective one time only, on December 31, 2022, employees may convert any accrued but unused EPL to vacation time, up to their maximum vacation accrual.

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 Juneteenth (June 19th)
- 23.1.~~67~~ Independence Day (4th of July)
- 23.1.~~78~~ Labor Day
- 23.1.~~89~~ ~~Columbus Day~~ Indigenous Peoples' Day
- 23.1.~~910~~ Veteran's Day
- 23.1.~~1011~~ Thanksgiving Day
- 23.1.~~1112~~ 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 the Emergency Communications Director or designee. 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~~ their regular pay plus a compensatory day off, which shall be eight (8) hours or twelve (12) hours depending upon the employee's regular work schedule for the day of the holiday. In lieu of a ~~his~~ compensatory day off, an affected employee may elect to cash in the holiday for eight (8) or twelve (12) hours of pay. If the employee is on scheduled vacation, the employee will receive holiday pay unless ~~he/she~~ they ~~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 4th 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 (forty (40) hours total) 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 (forty (40) hours total) 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 (eighty (80) hours total).

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.

23.10 Cancellation of previously approved holiday time 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.

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. The total hourly rate shall include all stipends and differentials paid hereunder, unless excluded under the Fair Labor Standards Act. Employees who work hours in excess of sixty (60) hours in a week will be compensated at two times their total hourly rate as defined above. 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 proficiently deemed members of another classification or union 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, if the vacant shift is still not filled, management will canvass the Reserve Group 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 employees to work an extension of their regular shift. One employee will be held 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 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.

24.4.3.1 In the event that a position needs to be filled by forcing an employee, employees shall be forced in the following order:

1. Employee coming on or coming off duty
2. Employees on a Personal day

- 3. Employees on a Holiday
- 4. Employees on a single vacation day
- 5. Employees on a bidded vacation day
- 6. Employees on a bidded holiday week
- 7. Employees on a bidded vacation week
- 8. Employees on EPL

9.

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~~ their 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 ~~6, 2018~~4, 2021, employees will receive a **3.0%** across the board increase in accordance with the seniority step pay plan attached hereto as Appendix ~~GH~~.

25.1.2 Effective July ~~5, 2019~~3, 2022, employees will receive a ~~3.0%~~ across the board increase in accordance with the seniority step pay plan attached hereto as Appendix G, except that the Fire Alarm Specialist and the Radio Systems Specialist will receive a 2% across the board increase (Appendix H) as they are not eligible for the Special 3C Retirement Plan-

25.1.3 Effective July 2, 2023 employees will receive a 3% across the board increase in accordance with the seniority step pay plan attached hereto as Appendix H.

- 25.2 Retroactive pay increases will be paid to active employees [and retirees for any period of active employment after July ~~6, 2018~~, 2021 and prior to retirement] as of the date of signing this Agreement, for the period beginning July ~~6, 2018~~, 2021 through the date that the ~~2018-2021~~ 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~~ their position or shall receive a 5% increase, whichever is greater.
- 25.4 Placement of new hires on the salary schedule may be up to the top step ~~step 3~~ for Telecommunications personnel and up to the top step ~~step 3~~ for Fire Alarm personnel at the sole discretion of the City Manager. These discretionary placements must meet the qualifications of the position and have the requisite prior experience. Furthermore, any such placement is for pay purposes only.
- 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~~ their 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 Stipends and Night Shift Differential for Telecommunications Personnel
- 25.8.1 ~~Effective February 2015~~ the EMD and EFD certifications stipend ~~was~~ added into the hourly rate of pay and the stipend ~~was eliminated 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 and Emergency Fire Dispatch protocols and any future Police ~~and/or Fire~~

protocols that may be enacted.

25.8.2 Field Training Telecommunicators will receive a stipend of **one dollar and ~~thirty twenty~~ five cents (\$1.~~35~~25)** per hour for all hours worked. ~~actual hours spent training employees.~~ A maximum of fifteen employees will be eligible for this stipend. The Radio Systems Specialist is eligible for the training stipend but only for hours spent actually training other employees. ***Retroactive to July 6, 2018 *Effective July 3, 2022**

25.8.3 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.

25.8.4 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	\$.34 /hour
Bachelor's Degree	\$.46 /hour
Master's Degree	\$.58 /hour

***Retroactive to July 6, 2018**

25.8.5 Night Shift Differential

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

A.	8 hours x 5 day shift:	
	2 pm – 10 pm:	.55 /hour
	2pm – 10 pm + 1800 - 0600:	.60 /hour
	10 pm – 6 am:	.60 /hour
	10 pm – 6 am + 1800 - 0600:	.65 /hour
B.	12/8 hours x 4 days shift:	
	2 pm – 10 pm + 6 pm – 6 am:	.60 /hour
	6 pm – 6 am + 10 pm – 6 am:	.60 /hour
	6 am – 6 pm + 2 pm – 10 pm:	.60 /hour

10 pm – 6 am (1 shift)
+2 pm – 10 pm (1 shift)
+2 pm – 2 am (2 shifts): .60/hour

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

2 pm – 2 am: .55/hour

6 pm – 6 am + 10 pm – 6 am: .65/hour

10 pm – 6 am + 6 pm – 6 am: .65/hour

~~*Retroactive to July 6, 2018~~

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

25.8.5.4 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.

25.8.6 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.

25.8.7 Employees who receive certification of being a Notary Public receive a \$.25 per hour stipend. Effective July 4, 2021 this stipend is built into the pay plan and is part of base rate. Current employees as of July 3, 2022 will have twelve (12) months to become a Notary Public. All newly hired employees will have six (6) months to become a Notary Public. The City will pay for the class and any costs associated with becoming certified or ongoing costs for recertification.

25.8.8 Employees who receive the Quality Improvement Certification (ED-Q) will receive a \$.25 per hour stipend. In order to receive the stipend, an

employee must be dual qualified in both EMD-Q and EFD-Q. Effective July 3, 2022.

25.9 Stipends and Stand-By Pay – Fire Alarm **Specialist**/Radio System Specialist

25.9.1 The Fire Alarm Specialist or the Radio System Specialist who obtain their International Municipal Signaller'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.

25.9.2 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.

25.9.3 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.

25.9.4 Fire Alarm **Specialist or the Radio System Specialist** 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.

25.9.5 Fire Alarm **Specialist and the Radio System Specialist** will receive **\$16 one hour of pay at their base rate of pay per day, seven days per week including Holidays*** ~~per day for each full weekday they are on-call and \$23.50 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, **or be available via cell phone** 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.

~~*Retroactive to July 6, 2018~~ *Effective July 3, 2022

_____25.9.6_Fire Alarm Specialist and the Radio System Specialist are eligible for the _____ educational incentive as provided in Section 25.98.4 above.

25.10 ~~Effective upon the signing of this agreement and upon implementation of _____ kiosks with printers available to the employees,~~ the City ~~shall~~ has implemented ed a _____ paperless pay stub system. ~~Also effective upon the signing and as soon as the _____ re-loadable debit cards are available, a~~ All current and newly hired employees _____ will have mandatory direct deposit for all monies owed by the City. If employees do not want to have their monies owed direct deposited, they will receive a reloadable debit card. 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 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 of each discipline, Call Taker, Police Dispatcher and Fire Dispatcher 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 ~~27.2~~—The City agrees to pay *the* certification and recertification licensing fees for Emergency Medical Dispatch (EMD) ~~as well as any Fire and Emergency Fire Dispatch and/or any Police protocols required by the State for Telecommunicators who are licensed by a program approved by the City.~~

27.3 The City agrees to pay the certification and recertification fees for becoming a Notary Public.

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, and EFD ~~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)~~ thirty (30) 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, ~~and EFD 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~~ their 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~~ Association activities, ~~union~~ Association 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.

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, 20~~18~~21, up to and including June 30, 20~~20~~24.

IN WITNESS WHEREOF, The City has caused this Agreement to be executed by ~~Danielle West~~Jon P. Jennings, its Interim City Manager, thereunto duly authorized, and the ~~Union~~ Association 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

Manager

By _____
~~Jon P. Jennings~~ Danielle West, Interim City

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

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
Class Grade: Communications
Date: February 2015

FLSA: Non-Exempt

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~~ The employee 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 digsafes 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	Lemieux	Jessie	04/24/2005
8)	P	Dickinson	Kevin	04/26/2006 – S
9)	P	Napijalo	Sanela	12/10/2006
10)	P	Del Rio	Hiram	12/10/2006 – S
11)	P	Cole	Brian	08/05/2007 – S
12)	P	Lee	Jennifer	05/16/2011 – S
13)	P	Cardullo Branco	Gennette	09/18/2011
14)	P	Cosenza	Jonathan	12/16/2013
15)	P	Hastings	Patrick	06/01/2014
16)	P	Dougherty	Shannon	07/13/2014
17)	P	Hildreth	Allyson	04/26/2015
18)	P	Napolitano	Melissa	01/24/2016
19)	P	Ireland	Kylie	01/24/2016
20)	P	Carbone	Kerri	03/06/2016
21)	P	Keating	Liam	07/17/2016
22)	P	Bouldry	Carolyn	12/18/2016
23)	P	Googins	Peter	02/19/2017
24)	P	Grey	Tori	08/13/2017
25)	P	Ramirez	Natalia	01/28/2018
26)	P	Tremblay	Nicole	01/28/2018
27)	P	Forbes	Ellen	04/01/2018
28)	P	Saucier	Isabella	09/16/2018
29)	P	Taylor	Matt	10/14/2018
30)	P	Zegiri	Blerina	10/14/2018
31)	P	Ebert	Melissa	03/24/2019
32)	P	Thompson	Colby	03/24/2019
33)	OPEN			
34)	OPEN			
35)	OPEN			
36)	OPEN			
37)	OPEN			

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

CITY	LAST NAME	FIRST NAME	HIRE DATE	Qualification	Tier
1) SP	Leary	Louis	04/04/1988	Oper/PD/FD	3
2) P	Williams	Brad	06/18/1989	Oper/PD/FD	3
3) P	Mazer	Lance	07/30/1995	Oper/PD/FD	3
4) SP	Viola	Philip	02/18/1997	Oper/PD/FD	3
5) P	Brewster	Cheryl	09/24/2000 - S	Oper/PD/FD	(S)
6) P	Dickinson	Kevin	04/26/2006 - S	Oper/PD/FD	(S)
7) P	Napijalo	Sanela	12/10/2006	Oper/PD/FD	3
8) P	Del Rio	Hiram	12/10/2006 - S	Oper/PD/FD	(S)
9) P	Hastings	Patrick	06/01/2014 - S	Oper/PD/FD	(S)
10) P	Nowicki	Katherine	12/21/2014	Oper/PD/FD	3
11) P	Hildreth	Allyson	04/26/2015 - I/C	Oper/PD/FD	3
12) P	Carbone	Kerri	03/06/2016	Oper/PD	2
13) P	Ramirez	Natalia	01/28/2018	Oper/PD	2
14) P	Tremblay	Nicole	01/28/2018	Oper/PD/FD	3
15) P	Saucier	Isabella	09/16/2018	Oper/PD	2
16) P	Taylor	Matthew	10/14/2018	Oper/FD	2
17) P	Zeqiri	Blerina	10/14/2018	Oper/PD	2
18) P	Glidden	Seth	11/17/2019	Oper/FD	2
19) P	LoCascio	Shannon	11/29/2020	Oper	1
20) P	Carter	Christopher	03/28/2021 - S	Oper/PD/FD	(S)
21) P	Bergen	Justine	10/25/2021	Oper	1
22) P	Therriault	Isaac	03/20/2022	Oper	1
23) P	Parsons	Sadie	05/15/2022	Oper	1
24)	OPEN				
25)	OPEN				
26)	OPEN				
27)	OPEN				
28)	OPEN				
29)	OPEN				
30)	OPEN				
31)	OPEN				
32)	OPEN				
33)	OPEN				
34)	OPEN				
35)	OPEN				
36)	OPEN				

(S) = Supervisor

APPENDIX D-2

RADIO SYSTEM SPECIALIST

Perron, Donald

Radio System Specialist

09-21-98

FIRE ELECTRICAL

~~Clinton, Michael~~ ~~Fire Alarm Specialist~~ ~~09-09-2017~~

VACANT

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
4) P	Carter	Christopher	06/06/2021	
5) P	Hastings	Patrick	01/02/2022	

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	0.55
S	13	OFF	1400-2200	1400-2200	1400-2200	1400-2200	1400-2200	OFF	5X8	0.55
s/g	14	OFF	OFF	OFF	1400-2200	1400-2200	1800-0600	1800-0600	12/8X4	0.60
s/g	15	OFF	OFF	OFF	1400-2200	1400-2200	1800-0600	1800-0600	12/8X4	0.60
s/g	16	OFF	OFF	OFF	1400-2200	1400-2200	1800-0600	1800-0600	12/8X4	0.60
s/g	17	OFF	1800-0600	1800-0600	2200-0600	2200-0600	OFF	OFF	12/8X4	0.60
s/g	18	1400-2200	1800-0600	1800-0600	OFF	OFF	OFF	1400-2200	12/8X4	0.60
s	19	1400-2200	1400-2200	1400-2200	1400-2200	OFF	OFF	1400-2200	5X8	0.55
s/g	20	1800-0600	1800-0600	2200-0600	OFF	Off	OFF	2200-0600	12/8X4	0.60
s/g	21	1800-0600	1800-0600	2200-0600	2200-0600	OFF	OFF	OFF	12/8X4	0.60
s/g	22	2200-0600	1800-0600	1800-0600	2200-0600	OFF	OFF	OFF	12/8X4	0.60
g	23	2200-0600	OFF	OFF	2200-0600	2200-0600	2200-0600	2200-0600	5X8	0.65
g	24	2200-0600	OFF	OFF	2200-0600	2200-0600	2200-0600	2200-0600	5X8	0.65
g	25	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	OFF	OFF	5X8	0.65
g	26	OFF	2200-0600	2200-0600	2200-0600	2200-0600	2200-0600	OFF	5X8	0.65
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	0.60
s/g	30	1400-2200	OFF	OFF	OFF	1800-0600	1800-0600	1400-2200	12/8X4	0.60
s/g	31	2200-0600	OFF	OFF	OFF	1400-2200	1400-0200	1400-0200	12/8X4	0.60
s/g	32	OFF	OFF	OFF	1400-2200	1400-2200	1400-0200	1800-0600	12/8X4	0.60
Supervisors										
	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	0.65
	4	OFF	OFF	1400-0200	1400-0200	1400-2200	1400-2200	OFF	12/8X4	0.55
	5	OFF	OFF	OFF	2200-0600	2200-0600	1800-0600	1800-0600	12/8X4	0.65

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 2018 – 2020

Job Classification			Effective	Effective	-	Effective
Steps			07/02/17	7/1/2018	-	7/7/2019
			CURRENT	3%	-	3%
Telecommunicator			-	-	-	-
C04			-	-	-	-
	1	Recruit	\$19.47	\$20.05	-	\$20.65
	2	6 mos.	\$20.92	\$21.55	-	\$22.20
	3	3 yrs.	\$22.38	\$23.05	-	\$23.74
	4	4 yrs.	\$23.86	\$24.58	-	\$25.32
	5	6 yrs.	\$24.43	\$25.16	-	\$25.91
			-	-	-	-
Telecommunications			-	-	-	-
Supervisor			-	-	-	-
C08			-	-	-	-
	1	0-3 yrs	\$25.86	\$27.39	*	\$28.21
	2	3+ yrs.	\$26.59	\$28.14	*	\$28.98
	3	5+ yrs.	\$27.37	\$28.94	*	\$29.81
			-	-	-	-
Fire Alarm Technician			-	-	-	-
Radio System Specialist			-	-	-	-
C02			-	-	-	-
	1	Recruit	\$24.05	\$24.77	-	\$25.51
	2	1 yr.	\$24.79	\$25.53	-	\$26.30
	3	3 yrs.	\$25.28	\$26.04	-	\$26.82
	4	5 yrs.	\$26.30	\$27.09	-	\$27.90

* 3% COLA plus \$.75/hour as incentive to become a supervisor

						7/4/2021 - 3% COLA			
CURRENT									
Telecommunicator									
C04									
	1	Recruit	\$20.65	1	Recruit	\$21.52		\$23.02	\$24.52
	2	6 mos.	\$22.20	2	6 mos.	\$23.12		\$24.62	\$26.12
	3	3 yrs.	\$23.74	3	3 yrs.	\$24.70		\$26.20	\$27.70
	4	4 yrs.	\$25.32	4	4 yrs.	\$26.33		\$27.83	\$29.33
	5	6 yrs.	\$25.91	5	6 yrs.	\$26.94		\$28.44	\$29.94
Telecommunicatons									
Supervisor									
C08									
	1	0 - 3 yrs	\$28.21	1	0 - 3 yrs	\$32.34			
	2	3+ yrs.	\$28.98	2	3+ yrs.	\$33.31			
	3	5+ yrs.	\$29.81	3	5+ yrs.	\$34.31			
Fire Alarm Technician									
Radio System Specialist									
C02									
	1	Recruit	\$25.51	1	Recruit	\$26.28			
	2	1 yr.	\$26.30	2	1 yr.	\$27.09			
	3	3 yrs.	\$26.82	3	3 yrs.	\$27.62			
	4	5 yrs.	\$27.90	4	5 yrs.	\$28.74			

			7/3/2022 - 0%			
			3C, 401a			
Telecommunicator			TIER I - CALL TAKER	TIER II - 1 DISCIPLINE	TIER III - 2 DISCIPLINES	
C04						
	1	Recruit	\$21.52	\$23.02	\$24.52	
	2	6 mos.	\$23.12	\$24.62	\$26.12	
	3	3 yrs.	\$24.70	\$26.20	\$27.70	
	4	4 yrs.	\$26.33	\$27.83	\$29.33	
	5	5 yrs	\$26.94	\$28.44	\$29.94	
	6	10 yrs	\$27.75	\$29.25	\$30.75	
Telecommunicatons						
Supervisor						
C08	1	0 - 3 yrs	\$32.34			
	2	3+ yrs.	\$33.31			
	3	5+ yrs.	\$34.31			
	4	10 yrs	\$35.34			
Fire Alarm Technician						
Radio System Specialist			2% COLA, no 3C			
C02	1	Recruit	\$26.81			
	2	1 yr.	\$27.63			
	3	3 yrs.	\$28.17			
	4	5 yrs.	\$29.31			
	5	10 yrs	\$30.19			

			7/2/2023 - 3%			
Telecommunicator			TIER I - CALL TAKER	TIER II - 1 DISCIPLINE	TIER III - 2 DISCIPLINES	
C04						
	1	Recruit	\$22.17	\$23.71	\$25.26	
	2	6 mos.	\$23.81	\$25.36	\$26.90	
	3	3 yrs.	\$25.44	\$26.99	\$28.53	
	4	4 yrs.	\$27.12	\$28.66	\$30.21	
	5	5 yrs	\$27.75	\$29.29	\$30.84	
	6	10 yrs	\$28.58	\$30.13	\$31.67	
Telecommunicatons						
Supervisor						
C08	1	0 - 3 yrs	\$33.31			
	2	3+ yrs.	\$34.31			
	3	5+ yrs.	\$35.34			
	4	10 yrs	\$36.40			
Fire Alarm Technician						
Radio System Specialist						
C02	1	Recruit	\$27.61			
	2	1 yr.	\$28.46			
	3	3 yrs.	\$29.02			
	4	5 yrs.	\$30.19			
	5	10 yrs	\$31.10			

APPENDIX I

PORTLAND/SOUTH PORTLAND PUBLIC SAFETY DISPATCH BOARD OF GOVERNANCE

MEMBERS

Police Chief of each City or ~~his/her~~ their authorized designee

Fire Chief of each City or ~~his/her~~ their authorized designee

City Manager of each City or ~~his/her~~ their authorized designee

APPENDIX J

PRCC RESERVE TELECOMMUNICATOR PROGRAM

CITY OF PORTLAND and the CITY OF SOUTH PORTLAND (hereinafter the “Cities”) and Local 740 and Local 1476, of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO (hereinafter the “Unions”)

I. Objective

The objective of this agreement is to ensure ongoing training of employees assigned to the Portland Regional Communications Center (hereinafter the “PRCC”), to reduce staffing shortages within the PRCC, to minimize the need to force Telecommunicators to fill open overtime shifts and to increase the morale and job satisfaction of PRCC personnel.

II. Definitions

Authorized staffing level: the planned and/or budgeted staffing of each City for the employment of Supervisors and Telecommunicators in the PRCC.

Good Standing: PRCC Emergency Communications Director approved Maine State Licensed Telecommunicator or applicant in the training phase is considered to be in good standing.

On-Call Employment: 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 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 of Maine Workers’ Compensation and Unemployment Compensation Insurance laws.

Part-time Shift: any hours of dispatch work in the PRCC that has been deemed to be an open shift and is voluntarily covered by a Reserve Telecommunicator. A Reserve may not work more than sixteen (16) hours within a twenty-four (24) hour period.

Reserve Telecommunicator: a former member of Local 740 or Local 1476 who has either retired or resigned from the PRCC in good standing, as well as a PRCC Emergency Communications Director approved Maine State Licensed Telecommunicator or applicant in the training phase as defined by this agreement, and who agrees to receive notification through the PRCC about open, unstaffed part-time shifts and, when available, to work the shift as on-call employment.

III. Implementation

In order to support the objectives, the Cities and Unions agree that former Telecommunicators who have resigned or retired from the PRCC in good standing along

with PRCC Emergency Communications Director approved Maine State Licensed Telecommunicators or applicants in the training phase shall be provided with the opportunity to be added to a call list to fill part-time shifts within the PRCC on an as needed basis. The Director of Emergency Communications will have final authority over the call list and will have the right to remove a Reserve Telecommunicator from the call list at any time.

The Cities will make a good faith effort to maintain the Cities' combined staffing level for Telecommunicators. The Cities will follow all normal recruitment/hiring steps whenever staffing falls below the combined, authorized staffing level for Telecommunicators or if the Cities determine that additional staff is needed.

Reserve Telecommunicators will be utilized to fill part-time shifts only after all union members have been given a reasonable opportunity to accept the overtime shift. If an open, part-time shift is not filled by a union member, a Reserve Telecommunicator will be contacted and offered the shift.

IV. Procedures

The following procedures will be adhered to whenever a part-time shift is identified:

1. The practices outlined in subsections 24.4.1 and 24.4.2 of Article 24, Section 4 of the current collective bargaining agreement will be utilized, as specified:

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.

2. A list of Reserve Telecommunicators will be maintained by the Director of Emergency Communications.
3. When an unfilled, part-time shift becomes available, Reserve Telecommunicators shall be notified in accordance of their hire date to Reserve status.
4. Reserve Telecommunicators will be compensated in accordance with Step 3 of the current active Communications Pay Plan's overtime rate.

V. Training

The Cities may periodically provide updated training to Reserve Telecommunicators on an as needed basis in order to maintain an acceptable standard of proficiency.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 19, 2022

SUBJECT: Order 26-22/23 Confirming the Maine Public Employees Retirement System Special Plan 3C for Certain Union Members of the Communications Employees Association - Sponsored by Danielle P. West , Interim City Manager

SPONSOR: Danielle P. West, Interim City Manager

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: not applicable

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

The Communications Employees Association negotiated agreement provided that the City would provide the Maine Public Employees Retirement System Special Benefit Plan 3C (the "Special Plan 3C") to members of the Communications Employees Association, excluding the Fire Alarm Specialist and the Radio Systems Specialist positions. This order approves that change.

This item must be read on two separate days. It received its first reading on July 11, 2022. Staff is requesting that an amendment in the back up material be approved to change the start date of the plan, as well as other administrative details. Five votes are required to approve the amendment. Five affirmative votes are required for passage as amended after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Maine PERS Special 3C for Communications Employee Association 7.11.2022
2. Amendment to Order 26-FY23 Maine PERS Special 3C for Communications Employee Association 7.11.2022

Prepared by:

Date: 07/19/2022

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

**ORDER CONFIRMING THE MAINE PUBLIC EMPLOYEES RETIREMENT SYSTEM
SPECIAL PLAN 3C FOR CERTAIN UNION MEMBERS OF THE
COMMUNICATIONS EMPLOYEES ASSOCIATION**

WHEREAS, the Communications Employees Association negotiated agreement provided that the City would provide the Maine Public Employees Retirement System Special Benefit Plan 3C (the “Special Plan 3C”) to members of the Communications Employees Association, excluding the Fire Alarm Specialist and the Radio Systems Specialist positions;

NOW, THEREFORE, BE IT ORDERED, that:

1. The City agrees to provide Special Plan 3C to eligible members of the Communications Employees Association who work 21 hours or more, in accordance with the collective bargaining agreement, and the Special Plan 3C shall be available for service rendered after July 3, 2022 while Service rendered before July 3, 2022 remains under the Regular Plan AC;
2. The City agrees to continue to provide Regular Plan AC to all other employees who work 21 hours or more per week and to its elected officials;
3. The City agrees to continue to exclude employees who work less than 21 hours per week, including election workers, from participating in the Special Plan 3C and Regular Plan AC; and
4. The City Council specifically authorizes Interim City Manager, Danielle West, to sign an amended agreement between the City and the Maine Public Employees Retirement System to effectuate these changes.

AMENDMENT TO ORDER 26-22/23
PREPARED BY CORPORATION COUNSEL FOR _____
RE: DETAILS OF NEW MAINEPERS SPECIAL PLAN 3C

WHEREAS, the Communications Employees Association ~~negotiated~~collective bargaining agreement ~~provided~~provides that the City ~~would~~will provide the Maine Public Employees Retirement System Special Benefit Plan 3C (the “Special Plan 3C”) to members of the Communications Employees Association, excluding the Fire Alarm Specialist and the Radio Systems Specialist positions;

NOW, THEREFORE, BE IT ORDERED, that:

1. The City agrees to provide Special Plan 3C to eligible members of the Communications Employees Association who work 21 hours or more, in accordance with the collective bargaining agreement, and ~~the~~applicable personnel policies. This specifically excludes the positions of Fire Alarm Specialist and Radio Systems Specialist. The Special Plan 3C shall be available for service rendered after ~~July 3~~September 4, 2022 while Service rendered before ~~July 3~~September 4, 2022 remains under the Regular Plan AC;
2. The City agrees to continue to provide Regular Plan AC to all other employees not previously eligible for the Special Plan 3C who work 21 hours or more per week and to its elected officials;
3. The City agrees to continue to exclude employees who work less than 21 hours per week, including election workers, from participating in the Special Plan 3C and Regular Plan AC; and
4. The City Council specifically authorizes Interim City Manager, Danielle West, to sign an amended agreement between the City and the Maine Public Employees Retirement System to effectuate these changes.

MEMORANDUM
City Council Agenda Item

FROM: Mike Murray, Deputy Director

DATE: July 26, 2022

SUBJECT: Order 27-22/23 Increasing Tow Company Fees - Sponsored by the Sustainability & Transportation Committee, Councilor Zarro, Chair

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 7/11/2022

Final Action 8/8/2022

Can action be taken at a later date: Yes If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: No

PRESENTATION: Mike Murray, Acting DPW Director, will provide overview of attachments.

I. SUMMARY

II. AGENDA DESCRIPTION

At the June 8, 2022 Sustainability & Transportation Committee Meeting, the Committee voted 2-0 (Pelletier Absent) to recommend this item to the City Council. Staff is supportive of this item.

The City of Portland regulates the fees paid to tow companies/operators as they provide services in response to accidents and illegally parked vehicles, as well as assist in achieving snow ban compliance.

Representatives of the towing companies have requested that the tow fees be increased as a result of increased costs since the fees were last adjusted. Tow company fees in the City of Portland were last raised in November 2017.

The fees will increase to \$135 from \$100 per non-accident tows, \$150 from \$125 for accident tows, and \$150 from \$105 for tows of any vehicle with dual tires on the rear axle. Other fees are increased as listed on the order in the back-up material.

This item must be read on two separate days. It received its first reading on July 11, 2022. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Recently, the City Manager's Office received a request from the tow operators to review and increase tow fees, as the last increase took place in November, 2017. The Department of Public Works reached out to the tow operators for more details on the request, and representatives of the Portland Police Department, Portland Parking Division, and Public Works reviewed the requests and have established a list of recommendations. Additionally, Portland Parking Division provided staff with a history of towing fee

adjustments in the City of Portland, as well as survey results of parking fees paid by other Maine cities and various New England cities to tow company operators.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is to provide a fee increase to area tow companies; it has been @ five years since the last increase. Tow companies are private companies providing a service to the City of Portland, and periodically require a fee increase due to increased cost of business.

V. FINANCIAL IMPACT

There is no financial impact to the City of Portland. The tow fees are paid directly to the tow companies by persons who have had their vehicles towed due to accidents or parking bans.

VI. STAFF ANALYSIS AND BACKGROUND

Staff has compiled a list of fees authorized by area communities. Tow company representatives were contacted following their request for fee increases, and their input was gathered. City staff reviewed the requested fee increases, and made recommendations based on the tow operators requests, the length of time since the last increase, and fees paid by other area communities.

VII. RECOMMENDATION

Staff recommends that the City Council approve the proposed fees.

VIII. LIST ATTACHMENTS

1. Order Increasing Tow Companies Fees 7.11.2022
2. 2022 Area Tow Fees
3. 2022-07-28 Memo to City Council - Tow Fees

Prepared by:

Mike Murray, Deputy Director

Date: 07/26/2022

**CITY OF PORTLAND
IN THE CITY COUNCIL**

ORDER INCREASING TOW COMPANY FEES

ORDERED, that the schedule of maximum rates permitted to be charged vehicle owners by wreckers for specified services listed below adopted pursuant to Chapter 28, Section 125 of the Portland City Code, and by Council Order 30-88/89, dated June 7, 1989 and amended on May 16, 1994 and January 19, 2000, and by Order 155-04/05 on February 2, 2005, Order 161-07/08 on March 3, 2008, and by Order 14-13/14 on July 15, 2013 and Order 108-17/18 on November 20, 2017, is hereby replaced and amended as follows:

1. Towing of Vehicles or All-Terrain Vehicles

~~\$100.00~~135.00 per non-accident tow.

~~\$125.00~~150.00 per accident tow.

~~\$105.00~~150.00 for any vehicle with dual tires on the rear axle.

When a vehicle is off-road, submerged, rolled over or otherwise requires special equipment for retrieval before it can be towed, a charge of \$80 may be assessed in addition to the towing fee. If the recovery takes longer than one hour, a rate of \$80 per hour after the first hour may be charged.

2. Once a wrecker has hooked a vehicle to the wrecker, a vehicle owner may take possession of his vehicle if the wrecker has not started to leave the scene with the vehicle and if the owner pays a ~~\$30.00~~40.00 fee in cash to the wrecker driver. Upon such payment, the wrecker shall release the vehicle. No towing fee shall be charged if the owner arrives to move his vehicle prior to the wrecker hooking up to the vehicle. In the case of a police-requested tow and to the extent possible, the wrecker shall not lose its place in rotation on the police towing list if the tow is either cancelled or if the owner retrieves his vehicle prior to tow under this subsection. "Hooked or hooked up" for purposes of this subsection means that the wrecker has attached the vehicle to the wrecker by chains or by hook, or some other similar physical connection that must be detached before the vehicle can move, regardless of whether it has been lifted or moved. "Starts to leave the scene" means that the vehicle is fully attached for towing and the wrecker has begun to move from the scene.

When a vehicle is shoveled out by a tow operator in order to hook it up

during a snow ban or for a snow removal conducted by or for the City, and a City employee engaged or participating in the snow removal process determines that the shoveling was reasonable and necessary to accomplish a hook up, the fee shall be \$25 regardless of whether the vehicle is hooked up when the vehicle owner arrives at the scene. In cases where the vehicle is shoveled out and hooked up the total fee to release the vehicle shall be ~~\$30.00~~40.00.

3. Storage of vehicles: ~~\$30.00~~40.00 per day or part thereof. Storage charges shall begin twenty-four hours after the vehicle is towed.
4. The charge by the City for vehicles impounded or stored on City property pursuant to Chapter 28 shall be \$25.00 for impoundment and storage for the first twenty-four hours from the date and time of impoundment, and shall be \$10.00 for each day, or part thereof, thereafter.
5. Wrecker owners may charge a ~~\$30.00~~40.00 release fee for vehicles released from storage after 7:00 p.m. and prior to 7:00 a.m. seven days a week and from 7:00 a.m. to 7:00 p.m. on Sundays or on official City holidays.
6. The Chief of police or designee may authorize additional charges in unusual circumstances.
7. If a vehicle must be towed after the initial tow, wrecker owners may charge a \$100.00 fee for each additional tow of the same vehicle performed at the City's request.
8. When a vehicle and trailer or two vehicles are towed at the same time the tow fee shall be ~~\$130~~270.00.

BE IT FURTHER ORDERED, that the above provisions apply to any tow of a vehicle without the owner's consent, including but not limited to private lot tows requested by a lot owner or manager, and to police requested tows of private vehicles, including but not limited to abandoned vehicle tows, snow tows, scofflaw tows and accident scene tows.

2022 Area Tow Fees

	A	B	C	D
1	Community	Tow Fees(s)	Storage Fee	After Hours Release Fee
2	Bangor	Dependent on type of vehicle - \$85-\$130	\$40 per day after 1st 24 hours	Unknown
3	Westbrook	Non-Accident - \$100 Accident - \$125 Difficult Extration/Clean up (charged in 15 min increments) \$80/Hour Dual Rear \$105	\$40 per day after 1st 24 hours	\$40.00
4	Freeport	Day - \$100 Night - \$125 Snow Ban Day-\$125 Snow Ban Night - \$150	\$50 per day after midnight following tow	\$50.00
5	Falmouth	Day - \$100 Night - \$150	\$50 per day after 1st 24 hours	\$50.00
6	Biddeford	7am-5pm \$90 5pm-7am- \$105 Dolly - \$25 Difficult Tow - \$85 after first hour (Once tow on scene- full rate)	\$50 per day after 1st 24 hours	\$25.00
7	South Portland	Non accident - \$100 Accident - \$125	\$30 per day after 1st 24 hours	\$25.00
8	Lewiston	Snow Ban - \$150 All other tows dependent on wrecker company	Dependent on Wrecker Company	Dependent on Wrecker Company
9	Portland - Current	Day - \$100 Night - \$100 Snow Ban - \$100 Accident Tow - \$125 Vehicle w/ Dual Wheels - \$105	\$30	\$30.00
10	Portland - Proposed	Day - \$135 Night - \$135 Snow Ban - \$135 Accident Tow - \$150 Vehicle w/ Dual Wheels - \$150	\$40	\$40



Memorandum

TO: Mayor Kate Snyder & Members of the Portland City Council
FROM: Michael Murray, Acting Director, Portland Public Works
CC: Danielle West, Interim City Manager
J. Frank Gorham, Interim Chief of Portland Police
John Peverada, Director, Portland Parking Division

SUBJECT: Proposed Towing Fee Increases

DATE: July 28, 2022

OBJECTIVE:

To review and make recommendations to the fee schedule for towing operators.

BACKGROUND:

The City of Portland regulates the fees paid to tow companies/operators for services provided to the City of Portland. Private towing companies are an integral component to safe streets in the city of Portland as they provide services to accidents, illegally parked vehicles, and assist in achieving snow ban compliance. Representatives of the towing companies have requested that the tow fees be increased as a result of increased costs since the fees were last adjusted.

Recently, the City Manager's Office received a request from the tow operators to review and increase tow fees, as the last increase took place in November, 2017. The Department of Public Works reached out to the tow operators for more details on the request, and representatives of the Portland Police Department, Portland Parking Division, and Public Works reviewed the requests and have established a list of recommendations. Additionally, Portland Parking Division provided staff with a history of towing fee adjustments in the City of Portland, as well as survey results of parking fees paid by other Maine cities and various New England cities to tow company operators.

The Sustainability and Transportation Committee reviewed the proposed fee increases on June 8, 2022, and voted 2-0 (Zarro, Rodriguez) in favor of sending the proposed fee increases to the full City Council for enactment.

FISCAL IMPACT:

There is no fiscal impact to the City of Portland as these fees are directly paid to the tow operators by the owners of the towed vehicles.

RECOMMENDATIONS:

After meeting with representatives of area tow companies, and reviewing the attached survey data, City staff is recommends that the tow fees be adjusted as follows:

1. Non-accident tow: increase from \$100.00 to \$135.00; this fee was last adjusted in November, 2017.
2. Accident tow: increase from \$125.00 to \$150.00; this fee was last adjusted in November, 2017.
3. Storage of Vehicles: increase from \$30.00 to \$40.00; this fee was last adjusted in November, 2017.
4. After hours release: increase from \$30.00 to \$40.00; this fee was last adjusted in November, 2017.
5. Vehicle re-tows: increase from \$100.00 to \$135.00; this fee was last adjusted in November, 2017.
6. Hook up/Drop fee: increase from \$30.00 to \$40.00; this fee was last adjusted in November, 2017.
7. Vehicles with dual rear wheel tows: increase from \$105.00 to \$150.00; this fee was last adjusted in July, 2013.
8. Hook up/Drop Fee when vehicle has been shoveled out by tow operator: increase from \$30.00 to \$40.00; this fee was last adjusted August, 2013.
9. Vehicle & trailer or two vehicles towed at same time: increase from \$130 to \$270; this fee was last adjusted on August, 2013.

For review are the following attachments:

1. Proposed changes to Chapter 28 in red-line form;
2. Survey of Maine City Tow Fees;