COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF SOUTH PORTLAND

AND

IAFF LOCAL #1476

SOUTH PORTLAND

PUBLIC SAFETY DISPATCHERS

(Telecommunicators)

July 1, 2013 to June 30, 2016
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ARTICLE 1 – PREAMBLE

A. This Agreement is made and entered into by and between the City of South Portland, hereinafter referred to as the "CITY" and Local #1476 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the "UNION," pursuant to the provision of Chapter 9-A Revised Statutes of Maine Title 26, as enacted by the Maine Legislature in 1969, entitled "An Act Establishing the Municipal Public Employees Labor Relations Law" and as amended.

B. In order to increase general efficiency in the City, and to promote the morale, equal rights, well-being and security of its employees, the City of South Portland, Maine, and Local 1476 of the International Association of Firefighters herein bind themselves in mutual agreement as provided in this Agreement.

C. The parties acknowledge that the Cities of Portland and South Portland are consolidating emergency dispatch operations, with all new employees hired after the effective date of this Agreement to be employees of the City of Portland and covered by the terms of the collective bargaining agreement between IAFF Local 740 and the City of Portland. Only South Portland telecommunicators employed as of the date of execution of this Agreement will be covered by this collective bargaining agreement in order to grandfather those employees in regard to their existing pensions and insurances. A listing of all such employees is attached as Appendix A. Notwithstanding the foregoing, all employees covered by this Agreement 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. References herein to the Emergency Communications Director shall mean the City of Portland Emergency Communications Director.

ARTICLE 2 – RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all regular full time dispatchers (also referred to as telecommunicators) of the Public Safety Dispatch, for the purposes of collective bargaining and entering into agreements relative to wages, salaries, hours, and working conditions.

ARTICLE 3 – UNION SECURITY

Any eligible non-union employee shall pay a fair share fee to the Union. The Union agrees to establish a bona fide internal procedure allowing an objecting employee to challenge the reasonableness of the fair share charge. Any non-union employee not paying the fair share shall pay any cost for grievance or other Union representation. The City shall not interfere or assist in Union discipline for non-payment of dues for fair shares.
ARTICLE 4 - DUES DEDUCTION

The City shall deduct Union dues weekly, upon receipt of a signed authorization of members of the Union, who shall sign deduction form cards. The City shall forward to the treasurer of the Union such deductions each month. The City shall maintain regular deduction of dues of each member unless notified otherwise by the Union's Treasurer or by the member.

ARTICLE 5 - MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

The City retains all rights and authority to manage and direct its employees except as otherwise specified in this Agreement. The Union 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.

ARTICLE 6 - ON THE JOB INJURIES

A. Injuries

1. An employee covered by this Agreement who is injured on the job but such injury is not extra hazardous shall be entitled to benefits only pursuant to the Workers' Compensation Act. In the event of a non hazardous injury, an employee can use accumulated sick leave to make up the difference between his net take-home salary at the time of injury and benefits payable under Workers' Compensation and to make the 7-day waiting period.

2. 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.

3. 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.

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

a. Retirement service credit will be provided only for time for which pension contributions have been made.
B. Transitional Work Program

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.

2. "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.

3. "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.

4. Eligibility

   a. 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.

   b. See Appendix B for a sample trial work agreement.

5. Duration of Assignment

   a. 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.

   b. 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.

C. Re-employment within Three Years of Date of Injury

1. If an employee becomes capable of performing the essential functions of the position held on the date of injury, with or without reasonable accommodation, within three (3) years of the date of injury, the employee may return to work in that capacity. Upon return to work, the employee shall receive pay and benefits at the level he/she would have received if the injury had not occurred.
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.

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

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.

D. Termination of Employment

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

2. If unable to return to Regular Work by the date specified in the ninety (90) day notification listed in Paragraph C.5, 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 Paragraph D 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.

E. 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.

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

ARTICLE 7 - JOB SPECIFICATIONS

A. 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 Union 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.

B. A copy of the current job descriptions for telecommunicator and telecommunicator supervisor are attached as Appendix C-1 and C-2.

C. 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.

D. 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.

ARTICLE 8 - STAFF MEETINGS

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

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.

ARTICLE 9 - FILLING OF JOB VACANCIES

A. New Hires:

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 Paragraph 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 Union.

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.

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.

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.
B. Transfers:

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

   a. Transfer bids will be awarded based on seniority pursuant to the seniority list attached as Appendix D, except as provided in Appendix E and G-2 for supervisors; however, transfers may be denied for reasons related to the safe and efficient operation of the Emergency Communications Center.

   b. 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.

2. After completion of the bid process in Paragraph B.1 above, but prior to determining the post-training assignment for a new hire in Telecommunications, current employees of both Portland (who are covered by the Agreement with Local 740) and of South Portland 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 Paragraph B.1 above.

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.

ARTICLE 10 — MEDICAL AND LIFE INSURANCE

A. Medical Benefits

1. The City shall continue to offer group health and hospitalization coverage and benefits to employees and their eligible dependents through the Maine Municipal Employee’s Health Trust (MMEHT) pursuant to the terms and conditions of this article. The Union recognizes that the City may change or offer alternative health insurance programs including, but not limited to insurance providers of group health and hospitalization coverage and benefits or to self-insure so long as the new or alternative coverage and benefits are “substantially similar” to the MMEHT Comprehensive Point of Service Plan C (POS-C) for employees enrolled in the MMEHT Traditional Point of Service Plan A (POS-A) or Plan POS-C, or MMEHT Preferred Provider (PPO-500) Plan for employees enrolled in this plan. The phrase “substantially similar” is intended to accommodate minor changes in coverage provisions. Unilateral changes in the terms of coverage imposed by the MMEHT, or alternate insurance providers, or as changed by Federal, or State or local law, or rules and regulations, shall not violate this provision, provided that:
a. The City, by written communication, notifies the Union within thirty (30) days prior to implementation, or as far in advance as is practical of the specific details of any changes or alternatives in health insurance.

b. The City, subsequent to the written notification shall meet with the Union to discuss the changes or alternatives being proposed.

c. Should any new federal or state law, rule or regulation be enacted and/or issued impacting the terms and conditions of this article and/or healthcare benefits provided to unit employees, the City shall provide the changes to the Union within thirty (30) days prior to their effective date, or as far in advance as is practical.

2. Without limiting the City’s rights under subparagraph 1 above, the City currently offers to employees and their eligible dependents group health and hospitalization coverage and benefits through the Maine Municipal Employees Health Trust (MMEHT) Traditional Point of Service Plan A (POS-A), Comprehensive Point of Service Plan C (POS-C), and Preferred Provider (PPO 500) Plan. Employees may continue to enroll in those plans for as long as they continue to be offered by the City and/or the MMEHT.

a. Effective January 1, 2014, through a Health Reimbursement Account (HRA #1) administered by a company of the City’s choosing, the City will reimburse employees and their eligible dependents enrolled in the PPO 500 plan for properly documented deductible and coinsurance up to $1,125 for single coverage and $2,250 for single with child and family coverage, on an annual basis. The reimbursement (HRA #1) represents 75% of the deductible and 75% of the coinsurance as determined by the Explanation of Benefits (EOB). If an individual claim has the deductible waived as the result of a MMEHT incentive (Hospitals of Distinction or Preferred Facility for Procedure) the employee or their eligible dependent are not entitled to 100% of the coinsurance. In this case, they would be reimbursed at 75% of the coinsurance amount. Employees and their eligible dependents may request their 25% balance be reimbursed from the Health Reimbursement Account (HRA #2), to the extent of funds available, in accordance with section (2, b)

b. Effective January 1, 2014, through a Health Reimbursement Account (HRA #2), employees and their eligible dependents enrolled in the PPO 500 plan are eligible for an additional City-funded $400 benefit to cover properly documented co-pays, dental, vision and other IRS Code 213 (d) expenses.

c. Effective January 1, 2014, employee who convert, or have converted, from Plan POS-A to the PPO 500 plan shall receive a one-time $1,000 lump sum payment. Employees who convert from Plan POS-A to Plan POS-C shall receive a one-time $500 lump sum payment. Effective January 1, 2016, employees who convert from Plan POS-C to the PPO 500 plan shall receive a one-time $500 lump sum payment.

d. Employees who change health plans and receive the one-time lump sum payment referenced in (A)(2)(c) shall remain in that health insurance plan for a minimum of two (2) years, or they shall be required to refund the City one-half (50%) of the lump sum payment to enroll in their previous plan. As an option to the one-time lump sum cash payment, employees may elect a pre-tax contribution to an ICMA 457 Plan or Section 125 Flexible Spending Account (FSA.)

3. The City shall pay premium coverage for:

a. MMEHT Traditional Point Of Service Plan A (POS-A)
The City shall pay 100% of the individual premium rate for the employee who elects the Traditional Point of Service Plan A.

Effective January 1, 2015, the City shall pay 97% of the premium rate for single level coverage. The employee portion is 3%.

Effective January 1, 2016, the City shall pay 95% of the premium rate for single level coverage. The employee portion is 5%.

b. MMEHT Comprehensive Point of Service Plan C (POS-C)

The City shall pay 100% of the individual premium rate for the employee who elects the Comprehensive Point of Service Plan C.

Effective January 1, 2015, the City shall pay 98.5% of the premium rate for single level coverage. The employee portion is 1.5%.

Effective January 1, 2016, the City shall pay 97.5% of the premium rate for single level coverage. The employee portion is 2.5%.

c. MMEHT Preferred Provider (PPO 500) Plan

The City shall pay 100% of the premium rate for single level coverage.

d. Effective on each anniversary date of the health and hospitalization insurance policy, employees with family or dependent health and hospitalization coverage shall as a condition of participation for the family or dependents' coverage, share in the premium rate increases. Employees through payroll deduction shall be required to contribute one half (50%) of the increase in family or dependent premiums, which will include increased costs caused by changes in benefits unilaterally imposed by providers or as changed by Federal or State law, rule or regulation, whichever is applicable, not to exceed an increase of more than the following: (Annual increases shall be cumulative.)

Effective 1/1/15
Family Dependent
$10/week $8/week

4. For purposes of this Agreement, "family coverage" shall mean coverage for the employee and spouse and any dependent children. "Dependent coverage" shall mean coverage for the employee with one or more dependent children with no spouse. "Dependants" shall be defined as: a.) Legal spouse; Registered domestic partner (as defined in Maine Revised Statute; Title 22, §2710.) b.) Unmarried, dependent children under the age of 26 whether natural or adopted.

5. In order to be eligible to participate in the single, family or dependent health and hospitalization plan, employees shall sign the Municipal Employee Health Insurance Premium Contribution Agreement, which authorizes the City to withhold wages through weekly payroll deduction to collect the employee's contribution towards single, family and dependent premium increases.
6. Employees shall have the opportunity to make such contributions on a pre-tax basis (free from Federal
and State taxes and FICA contribution) under the provisions of Section 125 of the Internal Revenue
Service Code. Employees shall have the choice of making these contributions on a pre-tax or after tax
basis.

7. **CASH PAYMENT-IN-LIEU OF MEDICAL INSURANCE:**

In the alternative, if an eligible employee at the beginning of each year covered by this Agreement elects
not to participate in the City-provided medical insurance coverage and documents that he/she is
otherwise covered, or if an eligible employee elects coverage at a level less than the employee is eligible
for as a result of his/her family situation, the City will reimburse the employee thirty-nine (39%) of the
City's cost saved as a result of the election of reduced coverage or no coverage. The cash payments
under this provision are taxable income and shall be paid to the employee as an addition to her/his
regular paycheck. An eligible employee for the purposes of this provision is any employee who
participated in the City's health insurance program during the year immediately prior to the employee's
election of this option.

B. **Ryan White Act Benefits**

1. The City shall meet the testing and reporting requirements of the federal Ryan White Act, as amended
from time to time, regarding the testing of employees for airborne pathogens. Such tests and frequency
will be determined by the federal Act and corresponding regulations. In addition, the City will provide a
screening to any employee for HIV, AIDS, and Hep B upon request after a documented exposure event
as a result of employment.

C. **Dental and Vision Care Insurance**

Members of the unit may voluntarily participate in any Dental and/or Vision Care plan offered to employees
at their own cost and through payroll deductions. Employees may enroll a spouse, registered domestic
partner and dependent children in the plans. The City is not required to make dental or vision care insurance
available to employees. The City shall contract with any dental or vision care provider of its choosing.
Participation shall be regulated in accordance with the plan document.

**ARTICLE 11 – PENSIONS**

A. In addition to Social Security, the City shall extend to all employees of the rank of dispatcher a
retirement pension under Maine Public Employees Retirement System Consolidation Plan (Plan A 1/50
COLA).

B. As an alternative to the Maine Public Employees Retirement System, dispatchers may participate in the
City's Deferred Compensation Plan, a defined contribution plan under Section 457 of the Internal
Revenue Service Code. The City will match an employee's minimum contribution to the 457 Plan from
one percent up to a maximum contribution of eight percent. This Plan is governed by the Deferred
Compensation Plan Document amended from time to time by the City Council.

C. An employee participating in Maine Public Employees Retirement System may contribute to the 457
Deferred Compensation Plan at their own cost, i.e. with no employer match to such contributions.
ARTICLE 12 – SENIORITY AND PERSONNEL REDUCTIONS

A. Seniority is defined as continuous permanent service in the Emergency Communications Division(s), except as provided for supervisors in Appendix E and G-2 in regard to shift selection and personnel reductions. The combined Portland/South Portland communications seniority list is attached as Appendix D. 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.

B. Employees may bump into other unit positions in the following order:

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.

2. If there are no available positions under Step 1 above, the employee may bump less senior employees in positions which the City determines the employee is qualified to perform.

3. Employees may opt to accept layoff at any point in the bumping process rather than exercising their bumping rights.

4. No employee can bump into a promotional classification. An employee who bumps into a position under Step 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.

5. Employees who are laid off will receive all separation pay to which they would be entitled if they had resigned in good standing.

6. Seniority rosters will be posted in work locations and sent to the unit president in January of each year.

C. Employees who are laid off or who bumped into positions under B.2 above shall have a 15-month recall right to the classification from which they were laid off and in the reverse order of layoff. An employee on layoff shall keep the City informed of his/her current address and the City may rely on its records for the last address of the laid off employees, and may remove from the recall list any person who does not respond or accept recall to work within ten (10) days after mailing of notification. A copy of such recall notification shall be mailed to the President of the unit for his information.

ARTICLE 13 – CLOTHING

A. Work uniforms, as described below, will be issued annually to employees or on an as needed basis.

B. Telecommunicators:

4 pairs of trousers/slacks or culottes/skirts, the cost of which is consistent with the cost of slacks.

5 shirts/l of the shirts may be swapped for a sweatshirt or sweater
ARTICLE 14 - LEGAL AID AND PROTECTION

A. The City shall, with the consent of the employee, assume the defense of and indemnify any employee against a claim which arises out of an act or omission occurring within the course or scope of his employment and for which the City is liable under the Maine Tort Claims Act, 14 M.R.S.A. subsection 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.

B. In any case in which the City is not defending the employee under Paragraph A above, the City will, with the consent of the employee, assume the defense of and indemnify the employee, up to the statutory limits of the Maine Tort Claims Act, against any claim which arises out of an act or omission occurring within the course or scope of his employment and for which the City is not liable, provided that such defense or indemnification is not contrary to public policy, and the City determines that the employee acted in good faith and did not willfully or knowingly violate any Ordinance, rule or regulation of the City.

C. 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.

D. 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.

E. Paragraph D 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 it’s 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.

F. 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.
G. 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.

ARTICLE 15 - UNUSED SICK LEAVE UPON SEPARATION

Accrued, unused sick leave shall be paid as follows:

A. One-half (1/2) of accumulated sick leave up to a maximum of seventy-five (75) days of pay shall be paid retiring employees, provided the employee has a minimum sixty (60) days of sick leave accumulated. Retiring employees with less than sixty- (60) days shall not receive any payment. One-half (1/2) of accumulated sick leave up to a maximum of thirty (30) days of pay shall be paid to employees upon leaving city employment provided proper notice is given and the employee has at least ten (10) years of service. Proper notice for the purpose of enforcement of the provision shall be construed to mean two-(2) weeks notice.

B. In the event that an employee is killed by accidental death in the line of duty while performing a duty for the Public Safety Dispatch, the City shall pay to a surviving spouse or dependents 100% of the employee's sick leave balance.

C. An employee who retires and has an unused balance in excess of one hundred fifty (150) sick leave days, shall be allowed to take fifty percent (50%) of the accumulated sick leave days over one hundred fifty (150) in pay, not to exceed a maximum of 187.5 days of pay. Employees must give the Emergency Communications Director a minimum of thirty (30) days prior written notice to exercise this early retirement option. This provision applies only to the following employees:

1. Philip Viola
2. Louis Leary
3. Anthony Pasquale

D. The employees identified in Paragraph C above may elect to participate in a short and long-term disability program. Employees electing this program shall receive six non-accumulated sick days per year. Any sick days not used in the calendar year shall be paid in cash to the employee on the second pay period in January of the following year. Employees of the unit must indicate to the City which program they wish to be in, sick leave days or the disability programs. Employees may only opt into the disability program during enrollment periods; once selecting this option the decision is irrevocable. Upon selecting this option and successful enrollment in the disability program(s), dispatchers may cash out one-half of their current balance of sick days. The election to participate in the disability program(s) under this paragraph must be made by February 21, 2011, after which this option is no longer available.

E. The following applies to employees hired after 7/1/00 and exempts sections A & C of this Article for those employees:

1. One-half (1/2) of accumulated sick leave up to a maximum of thirty (30) days of pay shall be paid to employees upon leaving city employment with five (5) or more years of service.

2. One-half (1/2) of accumulated sick leave up to a maximum of forty-five (45) days of pay shall be paid to employees upon leaving city employment with ten (10) or more years of service.

3. One-half (1/2) of accumulated sick leave up to a maximum of sixty (60) days of pay shall be paid to
employees upon leaving city employment with twenty-five (25) or more years of service.

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

**ARTICLE 16 – SUBSTITUTIONS**

An employee in the unit may exchange a shift with another qualified employee on another shift, provided:

1. The exchange is approved in advance by the Emergency Communications Director or his or her designee, which shall be denied only for good reason.

2. The City shall not be held responsible for enforcing any agreement made between employees and shall be under no financial obligation to substitute for his duty as a substitution.

3. Substitutions will not ordinarily be permitted for more than three (3) consecutive shifts.

4. The substitutions are made between equally qualified employees.

**ARTICLE 17 - SICK LEAVE**

A. Sick leave shall accrue at a rate of one and one-quarter (1.25) days per month with unlimited accumulations. Sick time shall be charged at the rate it is used. A day is eight (8) hours.

B. Sick leave may be used only in the following cases:

1. Personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his position, unless the Department Head or his designee determines that the employee is capable of other work in the Department. If requested, the employee shall furnish the Department Head or designee a certificate from his attending physician. Alternatively, the City may require the employee to submit to an examination by a physician of the City's choosing, said expenses to be borne by the City.

2. Attendance upon members of the family within the household of the employee when the illness requires care by the employee, including domestic partner and his/her relatives who live within the household of the employee not to exceed twelve (12) days per year, unless such leave qualifies as FMLA leave.

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.

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

B. 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.
C. Personal Leave

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 paragraph 2 below only during the month of July.

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.

3. The employee will give the Emergency Communications Director or designee no less than twenty-four (24) hours and no more than thirty (30) days advance notice of the use of personal leave. In any case the employee will notify the Emergency Communications Director or designee of the use of personal leave in the same manner as required for sick leave. When using personal leave time, the employee is not required to give the reason for use of such time. Personal leave shall not be used on a 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.

4. 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.

4.1. 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.

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

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

**ARTICLE 18 - OTHER LEAVE**

A. Bereavement Leave

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

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.

B. Funeral Leave: In addition to the foregoing, 1 shift may be used for attendance at the funeral of the following relatives: aunt, uncle, nieces, nephews, 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 domestic partner similarly related providing the employee meets the City’s eligibility requirements for claiming an individual as a domestic partner.

C. 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.

D. Military Leave: Military leave and any right to re-employment after such leave shall be available to employees under the terms and conditions of applicable federal and/or state law. Any person restored to service under such law shall be restored with accrued seniority. However, no vacation, sick leave, or other benefits shall accrue during the period of the employee's absence while in the military service to the point of restoration to City service.

E. Reserve service leave shall be available to employees who are members of the organized military reserves or National Guard, under the terms and conditions of applicable federal and/or state law. For any period of reserve service leave of up to three (3) weeks in any calendar year, the City will pay the difference between the employee's total service pay for said field duty and the employee's regular compensation, the sum of both payment to equal the regular week's pay of the employee had he/she been in the City service during this period. The employee using reserve service leave shall furnish his/her Department Head with an official statement of reserve service pay received.

F. 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.

G. Disability Leave:

1. When disabled, an eligible employee may be placed on a leave of absence not to exceed three months if (1) either their attending physician requests same, or (2) their attendance or performance becomes unsatisfactory because of the disability. The employee will be notified in writing when the City places the employee on leave. Should the Department Head determine that an employee's attendance or performance is unsatisfactory because of a disability, the employee may be required to take a leave of absence. In making such a determination, the Department Head shall place major emphasis upon the recommendation of the employee's physician, as the recommendation concerns their health and physical capabilities. In the event the employee does not have a physician, the Department Head may direct the
employee to go to a physician selected by the City. In order that such physician shall have the necessary facts and the Director of Human Resources shall furnish the physician with a statement concerning the requirements of the job and the conditions under which it is performed. In any instance in which the Department Head requires the employee to go on a leave of absence, if the affected employee files a grievance, the burden of proof shall then be upon the City as to correctness of such determination. In the event such determination is found to be unjustified, the employee involved shall be reimbursed for all lost time and/or restored all lost sick leave credits. The initial twelve (12) week period of disability leave will be processed as Family Medical Leave if the disability is a serious illness under the Family Medical Leave Act.

2. Except for emergencies, the employee shall submit written notification to their Department Head at least one month prior to anticipated departure stating the probable duration of the leave. The Department Head 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.

3. Upon written request of the employee submitted to their Department Head 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.

4. Disability leaves of absence, including extensions and renewals, shall not exceed a total of twelve (12) months duration.

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.

6. Leaves of absence for disabilities related to pregnancy may be requested under this subsection.

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

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

1. An employee who has been employed for twelve (12) consecutive months and who has worked 1250 hours in the last twelve months is 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 hour 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.

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.

K. 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.

L. 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.

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

ARTICLE 19 – GRIEVANCE PROCEDURE

A. Should the Union feel aggrieved concerning the interpretation or application by the City of any provision of this Agreement, the Union may seek adjustment of the grievance as follows:

1. The Union, through its authorized representative, shall take up the grievance with the employee's immediate supervisor. The supervisor shall meet with the Union within five (5) calendar days of receipt of notification of the grievance from the Union.

2. If the Union and the supervisor have not resolved the grievance, the Union 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 1, such details to include:
a. a statement of the grievance including the facts surrounding the issue;

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

c. the remedial action requested, when possible or practicable.

3. Within ten (10) calendar days after the Emergency Communications Director receives such grievance s/he shall meet with a representative of the Union, 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.

4. Within twenty (20) calendar days of receipt of the decision of the Emergency Communications Director, the Union may appeal the decision to the Portland/South Portland Public Safety Dispatch Board of Governance (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 Steps 19.1.2 with the Chair of the Board. The Board, or its designated representative(s), shall meet with the Union within ten (10) calendar days and provide the Union with a written decision within ten (10) calendar days after such meeting.

5. In the event that the decision of the Board rendered pursuant to Step 4 above is not acceptable to the Union, within twenty (20) calendar days after receipt of the decision at Step 4, 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 Union may request arbitration as provided in Step 6 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.

6. In the event that the decision of the Board rendered pursuant to Step 4 above is not acceptable to the Union, and/or the parties have exhausted all remedies including Mediation as set forth in Step 5 above, within twenty (20) calendar days after receipt of the decision at Step 4 if mediation is not requested, or within twenty (20) calendar days after mediation is declined or occurs without resolution, the Union may request in writing that the matter be submitted to arbitration. The City and the Union 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 Union in accordance with the rules of said Union then in full force and effect. Thereafter, arbitration shall be had in accordance with the rules of the American Arbitration Union. 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.

B. 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 1 and 2 in the grievance procedure may be waived by written or electronic communication indicating the mutual consent of the parties.

C. At Steps A.3 and A.4 of the grievance procedure, the Emergency Communications Director or Board of Governance may designate a duly authorized representative(s) to act on their behalf.

D. 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:
1. The time of the occurrence of the event giving rise to the grievance; or

2. The time the event became known to either the Union or the employee concerned.

E. 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 Union and grievant may appeal to the next level.

ARTICLE 20 – DISCIPLINE

A. 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.

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

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

D. 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.

ARTICLE 21 - SAVINGS

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.

ARTICLE 22 - VACATIONS

A. Accruals:

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

2. All employees covered by this Agreement shall accrue 2.31 hours of vacation leave per full payroll week in the third through the sixth years of service.

3. All employees covered by this Agreement shall accrue 3.08 hours of vacation leave per full payroll week in the seventh through the nineteenth years of City service.

4. All employees covered by this Agreement shall accrue 3.85 hours of vacation leave per full payroll week in the twentieth and succeeding years of City service.

5. Effective July 1, 2008, no more than 160 hours of vacation leave may be accumulated and carried over by an employee.
B. Vacation leave earnings shall be credited and posted on a weekly basis. For purposes of this article, years of service is defined as consecutive City service. The weekly earnings rate shall be adjusted on the last pay period of the calendar years in accordance with the annual accrual amounts of 80 hours, 120 hours and 160 hours.

C. Employees who earn vacation leave at a rate of 2.31 hours or more of vacation leave per full payroll week may convert one (1) week of vacation to one (1) week's cash bonus once during any calendar year.

D. Upon execution of this Agreement, and to the extent possible and consistent with the needs of the department, vacation scheduling of employees will be subject to the following:

1. Employees will be divided into four (4) telecommunicator groups and one (1) supervisor group as provided in Appendix F.

2. 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

3. In addition to the telecommunicators, one supervisor can be on vacation at a time during a Sunday to Saturday week.

4. 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;

   a. The foregoing provisions shall apply to requests for vacation of one full work week or more.

   b. Requests for partial week vacations or single day vacations shall be granted at the discretion of the Emergency Communications Director or his or her designee.

   c. Calendar year 2011 only. Notwithstanding the foregoing, telecommunications employees who have scheduled vacations for 2011 prior to ratification will be allowed to take vacation which is scheduled to occur prior to July 1, 2011. Upon ratification of the agreements by all parties, the Emergency Communications Director will initiate the process for selecting the employees who will be the telecommunications supervisors going forward, and once such supervisors have been selected and all telecommunications employees have bid for and been assigned their weekly shifts, telecommunicators and supervisors will bid for their vacation picks as provided in E. below, after a determination has been made as to any conflicts in the number from each group for the vacations already scheduled and adjustments made pursuant to Appendix G-1. Telecommunications employees who have already taken vacation may bid any remaining time they have. Any vacation request made between ratification and implementation of the new shift schedule will be approved by the Emergency Communications Director by using the same procedure in effect under the prior collective bargaining agreement.

E. Vacation "picks" shall be done by seniority in Appendix D and E, pursuant to the following:

1. Each employee shall pick two full weeks of vacation in the first round. Employees may pick any additional weeks of vacation in following rounds, or they may choose to float any additional vacation time after selection of the two weeks.

2. Drawing for partial vacation weeks will be done after the rounds of drawing for full weeks has been completed.
3. Between October 1 and October 31, the Emergency Communications Director, or his or her designee, shall initiate and complete the vacation selection process for the subsequent calendar year.

4. Eligibility for vacation shall be based upon the prospective amount which will be earned by the employee during the year for which the selection is being made. In the event an employee resigns, retires, or is terminated prior to earning vacation time which has already been taken, the amount paid to the employee for such unearned time will be deducted from his or her final paycheck.

F. Subsequent to completion of the vacation pick process outlined in Paragraphs D and E, any uncommitted earned leave, other than sick leave or a leave of absence, may be requested for the next calendar year on a “first come” basis and shall be granted at the discretion of the Emergency Communications Director, or his or her designee. The Director, or his or her designee, shall determine whose request is first based upon the received date and time, with seniority used to break any “tie” in such date and time. All such requests shall be made by departmental policy.

G. 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.

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

**ARTICLE 23 - HOLIDAYS:**

A. 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:

1. New Year's Day
2. Martin Luther King's Day,
3. President's Birthday
4. Patriot's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Christmas Day (Actual holiday)

B. 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.

C. In addition to the foregoing holidays, each employee in the unit shall be entitled to one (1) floating holiday annually. The date on which Telecommunications personnel take the floating day is to be worked out in advance with his/her Department Head or designee.

D. If one of the above-described holidays falls on an employee's regularly scheduled work day, such employee shall receive his regular pay plus a compensatory day off. In lieu of his compensatory day off, an affected
employee may elect to cash in the compensatory holiday day. If the employee is on scheduled vacation, the employee will receive holiday pay unless he/she opts to charge the observed holiday as a day of vacation leave. If the employee elects this option they will also receive a holiday credit. In no event shall an employee be permitted to charge an observed holiday as a day of sick leave.

E. Employees who work on the actual Christmas Day (12/25) and July 4th will receive additional holiday pay at the employee’s straight time rate for actual hours worked.

F. 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.

G. In no event may more than five (5) holidays be carried over to the next calendar year.

H. In the event of an employee's separation from City service no more than five (5) accumulated holidays shall be compensated for by the City except, in the case of medical disability, the actual number of accumulated holidays shall be compensated for, up to a maximum of ten (10) accumulated holidays.

I. The City agrees to keep a written record of employees' holidays and to furnish this information to an employee upon request.

J. 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.D 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.

K. 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.

L. 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.

**ARTICLE 24 - OVERTIME**

A. Employees who work hours in excess of forty (40) hours per week will be compensated at one and one-half times their total hourly rate. At the employee's option and upon the scheduling approval of City management, the employee may elect to receive compensatory time off at the 1.5 rate. The total hourly rate shall include all stipends and differentials paid hereunder, unless excluded under the Fair Labor Standards Act.

B. 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.
C. 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.

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

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.

2. If the vacant shift position is not filled through the procedure outlined in Paragraph D.1, management will canvass qualified employees in other bargaining units before initiating the force procedure outlined in Paragraph D.3.

3. If an overtime shift cannot be filled through the voluntary procedures described in Paragraphs D.1 and D.2, employees may be forced to work an overtime shift. A rotating force procedure will be used that forces two persons to work up to a one-half extension of their regular shift. One person will be held over up to one-half of the shift and the second person will be forced in early for one-half of the shift. The initial persons forced from a given shift will be the junior qualified person on their shift and subsequent forces from that shift will rotate in order of reverse seniority. In the event that the individual scheduled to be forced in does not arrive as scheduled, the employee held over may be required to work the full shift. Employees may not leave work until relief arrives or they receive management’s approval to leave, provided, however, that telecommunicators shall not be required to work more than eighteen (18) consecutive hours without a six (6) hour break.

4. 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.

E. 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.

F. The workday is defined as starting at midnight.

G. 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 three (3) hour minimum for the off-duty hours. The Chief may, at his discretion, approve additional compensation for travel time as he deems appropriate.
ARTICLE 25. WAGES

A. All employees in a permanent position shall be integrated into the Pay Plan for 2013-2016, attached as Appendix G, based upon the pay effective 7/6/2009, at their proper length of service step at the appropriate range for their classification based upon the following:

1. The pre-integration hourly rate of pay will be determined using their gross average weekly pay divided by 40 hours to equal their hourly rate of pay (the “Existing Gross Hourly Pay”). The gross average weekly pay shall be calculated as follows: base wages plus the following additions as applicable to each employee: Longevity pay, Dispatch Coordinator pay, Lead Dispatcher pay, EMT license pay, Terminal Agency Coordinator pay, “Cape Elizabeth” pay and the fitness incentive pay.

2. The hourly rate of pay calculated in paragraph 1 above will then be compared to the hourly rate for their appropriate step in the pay plan (the “Integration Rate of Pay”) for Telecommunicator. If the employee’s Existing Gross Hourly Pay is greater than the Integration Rate of Pay, then that employee will be redlined at the higher Existing Gross Hourly Pay, until such time as the appropriate step in the Pay Plan equals or exceeds the employee’s Existing Gross Hourly Pay (“Redlined Employee”).

3. If after integration into the Pay Plan, a Redlined Employee is eligible for a stipend or differential under this Agreement, the employee will receive the full amount of such stipend.

B. Except as provided above for redlined employees, effective July 7, 2013, employees will receive a 1.0% base wage increase in accordance with the seniority step pay plan attached hereto as Appendix G. Redlined employees will receive that portion of the increase, if any, which would put them at the appropriate step in the Pay Plan.

1. Retroactive pay increases will be paid to active employees (and retirees for any period of active employment after July 7, 2013 and prior to retirement) as of the date of signing of this Agreement, for the period beginning on July 7, 2013 through the date of signing (the “period of retroactivity”.).

Retroactive pay for the period July 7, 2013 through the date of signing of this Agreement will be determined by multiplying the difference between the employee’s base wage during that same time period, as determined by Appendix G, 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.

C. Except as provided above for redlined employees, effective July 6, 2014, employees will receive a 1.0% base wage increase in accordance with the seniority step pay plan attached hereto as Appendix G. Redlined employees will receive that portion of the increase, if any, which would put them at the appropriate step in the Pay Plan.

D. Except as provided above for redlined employees, effective January 4, 2015, employees will receive a 1.0% base wage increase in accordance with the seniority step pay plan attached hereto as Appendix G. Redlined employees will receive that portion of the increase, if any, which would put them at the appropriate step in the Pay Plan.

E. Except as provided for redlined employees, effective July 5, 2015, employees will receive a 3.0% base wage increase in accordance with the seniority step pay plan attached hereto as Appendix G. Redlined employees will receive that portion of the increase, if any, which would put them at the appropriate step in the Pay Plan.
F. In the event that an employee is promoted to another unit position, then such employee will be paid at the minimum rate of the range for his/her position or shall receive a 5% increase, whichever is greater.

G. Placement of new hires on the salary schedule may be up to step 3 for Telecommunications personnel.

H. 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.

I. The employee's step movement on the pay plan shall be determined by the employee's appointment date. Appointment date is the date the employee was hired in his/her current position.

J. 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.

K. Stipends and Night Shift Differential for Telecommunications Personnel

1. Telecommunications employees who obtain their Emergency Medical Dispatch certification through a program approved by the City are entitled to receive an hourly stipend of one-dollar [$1.00] to be included in the employees regular rate of pay. Effective January 4, 2015, this stipend will be added into the hourly rate and the stipend will go away at that time. [See Appendix G]. The employee must keep their certification up-to-date. In consideration of the stipend increase employees will be responsible for performing Emergency Medical Dispatching protocols and any future Police or Fire protocols that may be enacted.

2. Field Training Telecommunicators will receive a stipend of one dollar ($1.00) per hour included in their regular rate of pay for actual hours spent training other employees.

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.

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 $0.24/hour
   - Bachelor’s Degree $0.36/hour
   - Master’s Degree $0.48/hour

5. Night Shift Differential

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

      (i) 8 hours x 5 day shift:
      2 pm – 10 pm: .45/hour
      2pm – 10 pm +10 pm – 6 am: .50/hour
      10 pm – 6 am: .55/hour
(ii) 12/8 hours x 4 days shift:
  2 pm – 10 pm + 6 pm – 6 am: .50/hour
  6 pm – 6 am + 10pm – 6 am: .50/hour
  6 am – 6 pm +2 pm – 10 pm: .50/hour
  10 pm – 6 am (1 shift) +
  2 pm – 10 pm (1 shift) +
  2 pm – 2 am (2 shifts): .50/hour

b. Telecommunications Supervisors working the 12/8 x 4 weekly shift shall be paid a night shift differential as follows:

  2 pm – 2 am: .45/hour
  6 pm – 6 am + 10 pm – 6 am: .55/hour
  10 pm – 6 am + 6 pm – 6 am: .55/hour

c. The foregoing night shift differentials are noted on Appendix F. In the event of any conflict, the Appendix shall control.

d. 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.

e. 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.

ARTICLE 26 - HOURS OF WORK

A. 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.

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.

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

B. Hours Worked

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 South 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.

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.

C. 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.

ARTICLE 27 - LICENSE FEES

The City agrees to pay Emergency Medical Dispatch certification, and recertification and Maine EMD licensing fees for Telecommunicators who are licensed by a program approved by the City.

ARTICLE 28 - TIME OFF WHILE PERFORMING UNION DUTIES

A. All employees covered by this Agreement who are officers of Local 1476 shall be allowed time off for official Union business with the City, with pay, and without the requirement to make up said time, if there is sufficient staffing available to cover for said employee, as determined by the Shift Supervisor or Dispatch Coordinator.

B. All officers of Local 1476 shall be allowed time off, with pay, for attending any state, regional or national delegate meetings of the International Union of Fire Fighters, AFL-CIO, if there is sufficient staffing available to cover for said employees, as determined by the Shift Supervisor or Dispatch Coordinator; provided, however, that no officer shall be permitted to attend more than three (3) of said meetings per year, or a total of six (6) days per year; and provided, further, that no more than three (3) of said officers shall be permitted time off, with pay, for attending the same state, regional or national delegates meeting. The local president or his/her designee shall be given sufficient time off to attend the International Convention. Such time off shall not exceed one (1) tour of duty.
C. For the purposes of this Article, “officers” shall be defined as the President, Vice President, Secretary, and Treasurer and dispatch bargaining unit shop steward.

ARTICLE 29 – STRIKES, SLOWDOWNS AND LOCK-OUTS

The parties hereto agree that there will not be, and that the Union, 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.

ARTICLE 30 - REQUIRED CERTIFICATIONS AND TRAINING

A. Certifications:

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) certification and licensing. In the event that required training courses for EMD certification are not readily available, the City shall grant adequate time for employees to complete EMD certification and licensing based upon the availability and accessibility of certification training.

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

B. Training:

1. All Emergency Communications Division employees covered by this Agreement 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.

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 one week’s advance notice.

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.

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

C. 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.

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

ARTICLE 31 - WITHDRAWAL OF RESIGNATION

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

ARTICLE 32. NO DISCRIMINATION BY PARTIES

A. 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, national origin, age, physical or mental disability.

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

ARTICLE 33 - EMBODIMENT OF AGREEMENT

A. This agreement 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.

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

ARTICLE 34 - PRIOR PRACTICES

A. Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that employees enjoyed heretofore, unless it is specifically superseded by a provision of this Agreement, or unless said benefit or privilege is changed by mutual consent.

B. Established past practices and previous grievance decisions specific to dispatching will continue in full force and effect.
B. Established past practices and previous grievance decisions specific to dispatching will continue in full force and effect.

**ARTICLE 35 - TERM OF AGREEMENT**

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

In WITNESS THEREOF, the City has caused this Agreement to be executed and its corporate seal to be affixed by James H. Gailey, its City Manager, thereto duly authorized by the City of South Portland, and the Union has caused this instrument to be signed by Josh Pobrislo, its President, thereto duly authorized, as of May 29, 2015.

South Portland Firefighters Union, IAFF Local #1476
Josh Pobrislo, President

Stephen Simonson, Vice President

City of South Portland
James H. Gailey, City Manager

Donald Brewer
Human Resources Director

Kevin Guimond
Fire Chief

Amy Berry
Deputy Police Chief
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 South 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 South 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 South 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 knowledge, 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 understanding 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.

**Necessary Special Requirements**

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

Terminal Operator Certification

Training and certification for State mandated 9-1-1 system
Must obtain and maintain certifications and/or licenses, for any dispatch protocols implemented by the Portland Regional Communications Center and/or the State of Maine

Ability to work occasional shifts up to 18 hours

Minimum typing speed of 30 net words per minute

Successfully complete job assessment testing.

Acceptable polygraph examination.

Acceptable in-depth background and credit check.

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

Acceptable fingerprint submission through State Bureau of Investigation for employees hired on or after January 1, 1992.
APPENDIX C-2

POSITION DESCRIPTION

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

Nature of Work

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

Supervision Received

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

Supervision Exercised

Supervises an assigned shift of emergency communications personnel.

Essential Duties and Responsibilities

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

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

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

Participates in interviewing job applicants; monitors and evaluates employee performance, sets performance goals and objectives for employees, and makes disciplinary recommendations as appropriate.
Reviews and evaluates randomly selected calls for service to evaluate performance and maintain quality assurance (QA) program.

Participates in supervisory, leadership, and career development training.

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

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

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

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

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

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

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

Maintains policy and procedure manuals

Maintains records of court order and warrants.

Orders supplies for the unit.

Performs related work as required.

**Requirements of Work**

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

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

Considerable knowledge of radio transmission procedures.

Knowledge of the geography of the jurisdictions covered.

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

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

Ability to provide supervision, leadership, and direction to subordinates.
Ability to act quickly, calmly and correctly in emergency situations and to function effectively under stressful conditions.

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

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

Ability to speak clearly and distinctly.

Ability to process information quickly and accurately.

Ability to understand and carry out written and oral instructions.

Ability to communicate effectively in writing.

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

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

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

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

**Training and Experience Desired**

Prior supervisory experience.

**Necessary Special Requirements**

5 years prior public safety dispatch experience.

Terminal Operator Certification Training for the State Mandated 9-1-1 system

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

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

Acceptable polygraph examination.

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

Acceptable credit check.

Acceptable fingerprint submission through State Bureau of Investigation for employees hired on or after January 1, 1992.
## APPENDIX D – MERGED SENIORITY LIST (all Telecommunicators and Supervisors)

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APPENDIX E – SUPERVISOR SENIORITY LIST (to be attached after selection of supervisors)
## APPENDIX F

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## APPENDIX G

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- EMD stipend $.38 cents has been increased to $1.00 and moved into pay plans for each step effective 1/4/15 after the COLA increase.