

AGREEMENT BETWEEN
CITY OF PORTLAND
AND
LOCAL 740, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, AFL-CIO
JANUARY 1, 2012 – DECEMBER 31, 2013

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A G R E E M E N T

THIS AGREEMENT made and entered into this 28th day of August, 2012 by and between the CITY OF PORTLAND, hereinafter the "City", and Local 740, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, hereinafter the "Union".

1. PREAMBLE:

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

2. RECOGNITION:

2.1 The City hereby recognizes that the Union is the sole and exclusive representative of certain employees of the Fire Department (hereinafter "employees") for the purpose of bargaining with respect to wages, hours of work, and working conditions.

2.2 The job classifications comprising this Unit are as follows: Firefighters, Paramedics, Firefighter/Paramedics, Fire Lieutenants, Paramedic Lieutenants, Fire/Paramedic Lieutenants, Fire Captains, Education and Quality Improvement Officer and Public Education Officer.

2.3 Temporary employees and employees who have served less than six months are excluded from the Unit. See Appendix B-2 for the terms and conditions under which temporary employees may be utilized to perform bargaining unit work.

3. UNION SECURITY:

3.1 Effective as of October 21, 1983, it shall be a condition of employment that employees either (1) join the Union, or (2) agree to pay their fair share toward the Union's cost of collective bargaining, contract administration, and the adjustment of grievances through payroll deductions as outlined in Article 4. The Union shall establish said fair share annually not to exceed 85% of full Union dues and shall notify the City promptly as to the percentage and dollar amount of said fair share. Employees not in the Union as of the execution date shall have 10 days after execution, and new hires shall have 10 days after completion of the probationary period within which to join the Union or to agree to pay their fair share amount.

- 3.2 The Union agrees to establish a bona fide internal Union procedure to allow non-Union employees in the unit to challenge the level of the fair share deduction established hereunder. The Union will ensure that the challenge procedure complies with all applicable state and federal laws. In the event of any challenge to the fair share provision, the City shall not be required to discharge any employee(s) for failure to comply with this provision until after the employee(s) have exhausted their internal Union remedies and so long as there is any litigation pending. After such exhaustion and in the absence of any pending litigation, the City shall provide any employee who has not elected to join the Union or to pay their fair share with written notice that he has 30 days to make such election or be discharged from service. Any discharge under this provision is reviewable only in Court and is not grievable or subject to the City of Portland Civil Service Ordinance.
- 3.3 Upon receipt of a written authorization card from the employee, the City shall deduct either the full Union dues or the fair share as indicated. The City has no obligation to pay the Union any dues payment for an employee if the employee has not signed said authorization card.
- 3.4 The Union shall indemnify and hold the City harmless against any and all claims or suits which may arise out of or result from the deductions of said fees or other action taken pursuant to the Article, said indemnification to include all costs and attorney's fees resulting from any such claims or suits.

4. DUES DEDUCTION:

- 4.1 The City shall deduct Union dues or their fair share in the amount as determined by the Union membership pursuant to its Constitution and By-Laws upon receipt of authorization of from employees, who shall sign deduction cards in a form acceptable to the City, a sample copy which is appended as Appendix A. This deduction from each member shall be made on a weekly basis.
- 4.2 The City shall forward to the Secretary-Treasurer of the Union such deductions each month following the month of deductions.
- 4.3 In the event of a change in the amount of dues voted by the Union membership during the term of this Agreement, the Treasurer of the Union shall notify the Director of Human Resources in writing. After receipt of same, dues as therein noted shall be deemed to have been authorized to be withheld on behalf of the employees who had previously

signed authorization forms. The City shall commence said deduction change within thirty (30) days after receiving written notification from the Union.

- 4.4 The City further agrees to make deductions from employee's paychecks for programs provided in Article 10, Insurance, upon the employee's written authorization to make such deductions.
- 4.5 The Union shall indemnify and save the City harmless against all claims and suits which may arise by reason of any action taken in making deductions and remitting same to the Union pursuant to this article. Notwithstanding the above, nothing herein shall be construed as requiring employees represented by the Union to become or remain members of the Union.

5. MANAGEMENT RIGHTS AND DEPARTMENTAL RULES:

- 5.1 The City retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement. The City may adopt rules for the operation of the Department and the conduct of employees, provided such rules do not conflict with any provisions of this Agreement. The City shall give not less than ten (10) days' notice to the Union in advance of the effective date of any changes in such rules. Such notification shall be in writing. All rules and regulations of the Department in effect as of the date of execution of this Agreement are incorporated into and form a part of this Agreement. In no case shall the City, without prior negotiation with the Union, change or add to these rules and regulations, if such changes or additions relate primarily to working conditions. With respect to any disputes pertaining to changes in primarily working conditions rules and regulations, the parties agree that past practice shall be applicable in resolving any such issues. The City may change or add to the rules and regulations if such changes or additions relate to matters which are not working conditions. In such matters, the Union may negotiate over the impact of such changes upon written notice from the Union.

6. ON THE JOB INJURIES:

- 6.1 Employees who are injured on the job while performing, and as a result of extra-hazardous duties shall receive in addition to compensation paid or payable under the Workers' Compensation Act an amount sufficient to bring them up to full salary while any incapacity exists or until the

employee is placed on disability retirement, returned to active duty, or s/he resigns or is terminated for just cause. Notwithstanding the foregoing, full extra-hazardous pay shall be paid no more than three (3) years from the date of injury.

6.1.1 Full salary is defined as the employee's base weekly pay plus holiday pay in weeks during which holiday pay would normally be paid.

6.2 The so-called extra-hazardous duties include, but are not necessarily limited to, responding to a call, portal to portal, engaging in simulated fire fighting at drill school, engaging in simulated or actual dive team and diving activities, demonstrating equipment while simulating actual fire fighting, other similar authorized activities which expose an employee to extra-hazardous simulated fire fighting conditions which contribute to an injury, and clearing of hydrants when the injury is attributable to extra-hazardous conditions, but in such cases decisions shall be grievable but not arbitrable. Payments under this section shall not be charged to accumulated sick leave.

6.2.1 In the event that any employee has or claims a work related injury or disability, the City shall insure that the employee continues to receive a full weekly salary check without interruption, while the City conducts such investigation as the City or its agents deem necessary to determine if the claimed injury or disability is work-related and whether or not it entitles the employee to extra hazardous duty pay, unless otherwise notified in writing by the employee that he does not wish to receive such full salary check.

6.2.2 The employee shall be temporarily charged sick leave or, if unavailable, vacation leave, while such payments continue. Such full weekly salary payments shall continue until whichever of the following events occurs first:

6.2.2.1 The employee returns to work;

6.2.2.2 All accumulated sick leave and vacation leave is used up;

6.2.2.3 A final determination is made by the Workers' Compensation Commission (in the case of workers' compensation benefits) or by a grievance or arbitration panel (in the case of extra-hazardous duty entitlement);

- 6.2.2.4 The employee commences to receive workers' compensation wage benefits and, if entitled, extra-hazardous pay; or
 - 6.2.2.5 The employee elects to stop receiving a full salary check by notifying the City of such election.
- 6.3 In the case of an employee who does not have sufficient sick leave or vacation leave credited, the City shall nevertheless continue such full salary payments until the City notifies the employee, in writing, of its initial determination regarding work-relatedness and extra-hazardous duty entitlement. Payments to such employee shall be charged against future sick leave or vacation leave as it is earned.
- 6.4 If the injury or disability is determined to be work-related and/or results in entitlement to extra-hazardous duty pay, the City shall promptly (and in any case, within seven (7) days of such determination) pay to the employee any workers' compensation or extra-hazardous duty benefits to which the employee may be entitled and for which he has not been paid.
 - 6.4.1 Notwithstanding the foregoing, employees shall not be entitled to double payment of both sick and/or vacation leave and workers' compensation, whether an extra-hazardous injury or not. In the event that an injury is deemed to be compensable, all payments previously made shall be credited toward workers' compensation and, if applicable, extra-hazardous payment owed. Time reimbursed shall be re-credited to the employee's sick and/or vacation leave account in the reverse order of deduction.
- 6.5 If the injury or disability is finally determined to be non-occupational, the employee shall be charged sick leave or vacation leave for the period of time during which the employee's full weekly salary was received. Payments to such employee shall be charged against future sick or vacation leave as it is earned.
- 6.6 All payments specified in this Article shall be paid to the employee by check mailed to the employee's home address unless otherwise requested in writing by the employee.
- 6.7 Employees receiving Workers' Compensation benefits, whether an extra-hazardous injury or not, shall continue to accrue sick leave benefits during their first twelve month period of incapacity. Employees shall receive payment for holidays during the first twelve months 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. Vacation entitlement during Workers' Compensation leave will continue into the second calendar year of the leave based on the date of injury; there will be no vacation entitlement after the second calendar year.

6.8 Transitional Work

6.8.1 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 injured workers who, in the City's judgment based upon medical evidence, will probably be able to return to Regular Work within three years of date of injury. Affected employees on "transitional work" may be required to work a schedule within the Fire Department different than the traditional schedule delineated in Article 26 –Hours, not to exceed ten (10) hours per day and five (5) days per week. Such hours of transitional work shall be between 6:00 a.m. and midnight, as determined by the Chief or his/her designee. The employee may "flex" hours during this schedule to comport with any approved personal circumstances of that individual and/or in accordance with the employee's treating physician's written recommendations.

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

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

6.8.2 Eligibility

Participation in the Transitional Work Program will be limited to a period of three (3) years after the date of initial injury. In order to be eligible for assignment to Transitional Work, an employee (1) must have sustained an injury arising out of and in the course of employment with the City of Portland; (2) must have the approval

of a treating physician; and (3) must sign a Transitional Work Agreement. The City will provide Transitional Work within the injured employee's department providing such work is available.

See Appendix E for a sample Transitional Work agreement.

6.8.3 Duration of Assignment

An employee who meets the eligibility requirements in this policy will be assigned to the next available Transitional Work assignment and will be permitted to work up to 90 days in that assignment. The employee will be medically evaluated during this 90 day period at intervals specified by the employee's treating physician and/or as requested by the City. If by the end of the 90 day period, the employee has not been released to Regular Work, the employee will no longer be eligible for Transitional Work unless further medical evidence is presented that permits the City to believe that, with reasonable further periods of Transitional Work, the employee will probably be able to return to Regular Work. If such evidence is provided, the City may offer additional periods of Transitional Work for up to three years from the initial date of injury. This process may be repeated until the end of the three-year period following the date of injury.

If, during the course of the Transitional Work, it becomes evident to the City that the injured worker probably will not be able to return to Regular Work within three (3) years of the date of injury, the Transitional Work may be terminated. Such employees retain any rights they may have under M.R.S.A. Sec. 217 with regard to employment rehabilitation. Termination of Transitional Work does not affect the employee's eligibility for extra-hazardous benefits outlined in 6.1 providing that the employee remains eligible to receive workers compensation payments for lost wages for the full three years from the date of injury.

6.8.4 Re-Employment within Three Years of Date of Injury

6.8.4.1 If an employee becomes capable of performing the essential functions of the job classification held on the date of injury, with or without reasonable accommodation, within three years of the date of injury, the employee may return to work in that capacity. Upon return to work, the employee shall receive pay and benefits at the level he/she would

have received if the injury had not occurred.

- 6.8.4.2 If, in the City's judgment based upon medical evidence, the employee cannot return to the job classification held on the date of injury within three (3) years of date of injury, the City will evaluate the employee's ability to perform other permanent assignments at an equal or lower rank within the bargaining unit.
- 6.8.4.3 Upon a determination of capability to work, the employee will provide the City with his/her current medical restrictions and the positions he/she wishes to be considered for if unable to return to "Regular Work". If the employee is able to return to work for the City, but not in the position held at the time of injury, the City will seek to return the employee to the Fire Department unless no suitable position exists within the department. Pay and benefits shall be determined by the City under the appropriate bargaining agreement, applicable State law and with the concurrence of the bargaining unit representative. If the employee should return to a non-union position, the City's Non-Union Personnel Policy will determine pay and benefits.
- 6.8.4.4 The employee's unused vacation will be paid out at the time of transfer from the Fire Department and the employee will be given the opportunity to use compensatory time earned in the Fire Department prior to the transfer. Certain benefits will be converted, such as the employee's sick leave balance. Other benefits will be maintained as long as the employee meets the eligibility requirements. Benefits specific to this bargaining unit will cease upon transfer.
- 6.8.4.5 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-appointment to the position held on the date of injury.

- 6.9 The City shall make an initial determination of work- relatedness and entitlement to extra-hazardous duty pay within fourteen (14) days of receipt of notice or knowledge of said injury or claim, and shall notify the employee in writing of its initial determination within that time.
- 6.10 Employees out on Workers' Compensation, whether an extra-hazardous injury or not, may pay their pension contribution under the rules of the Maine State Retirement System. If such employee contribution is paid while the employee is out on Workers' Compensation or by the end of the calendar year during which the employee lost time, the employee is required to pay their contribution amount. If paid after this date, they will be responsible for their contribution plus interest.

6.11 Termination

- 6.11.1 In those cases in which an employee has been unable to perform the essential functions of his/her Regular Work for three (3) years from the date of injury or the onset of a disability related to occupational disease, 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 assessed his/her ability to return to Regular Work within the ninety (90) day period. Such notification shall be sent via Certified Mail and a copy will be provided to the Union President.
- 6.11.2 If the employee elects to resign, or is covered by disability retirement, or decides to work in another position within the City and subsequently is determined to be able to return to active fire service the Chief, upon written notification and receipt of written medical evidence, shall allow the employee to fill the first available position. The City reserves the right to require the employee to be examined and determined to be able to perform the required responsibilities. No credit service shall be allowed for this period unless otherwise provided by State statute. Upon return to active service, the employee shall receive the benefits of the existing collective bargaining agreement. Previous credit for time in service shall be reinstated provided the employee buys back the required pension contribution, if cashed-in by the employee, and the City shall not be under any obligations to pay any cost related to the pension buy-back.

6.11.3 If unable to return to Regular Work by the date specified in the 90-day notification listed in 6.11.1, and providing the updated medical evaluation indicates a work capacity, the employee will provide the City with his/her current medical restrictions and the positions he/she wished to be considered for as an alternative to termination. The provisions of 6.8.4 will apply if the employee is capable of performing another permanent budgeted position with the City that is available within the ninety (90) day period.

6.11.3.1 The employee and the Union may request a meeting with the City Manager to consult over the employee's placement in an assignment that is outside of the Fire Department.

6.12 Notwithstanding the above, all parties reserve their rights under the Workers' Compensation Statute, and other applicable Federal or State law including 5 M.S.R.A. Any interpretation of 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.

7. DUTIES OF EMPLOYEES:

7.1 Employees shall not be detailed to other Departments of the City except in case of extreme emergency affecting the health, safety, and welfare of the City. The City shall maintain and make available to employees, upon request, current job descriptions of the duties of each employee classification in the Fire Department. However, nothing herein shall be construed as diminishing the current duties of employees (except that employees shall not be required to undertake major maintenance, construction, or repair of Departmental property), or as limiting duties to those consistent with prior practices.

7.2 Employees shall not be required to wash or paint apparatus room ceilings or wash any ceiling over fifteen (15) feet from vertical height, floor to ceiling.

8. SPECIAL DETAILS:

8.1 Special details are defined as those assignments with respect to which the Department is reimbursed by either City recipients or non-City recipients

of City services. Recipients are entitled to request an employee with a special license or trained in a specialty skill set. Persons eligible for special details will depend on the needs of the recipient.

- 8.2 Upon contract execution, employees assigned to special details shall be paid by the City for three (3) hours at the employee's base hourly rate at time and one-half. If an event extends beyond three (3) hours, the employee shall remain on the special detail and shall receive time and one-half pay for the additional hours.

9. TRANSFERS:

- 9.1 There is a bid system for permitting qualified employees to transfer to permanent vacancies within the Department based upon seniority. Determination of the City as to qualifications shall not be arbitrary or capricious. Position-related qualifications are listed in the Fire Department Policies and Procedures.
- 9.2 A permanent vacancy is defined as a permanent budgeted position which the Chief is authorized by the City Manager to fill. Prior to written authorization from the City Manager, the Chief may utilize the bid procedure or the Civil Service process, if the vacancy is above the rank of Firefighter or Firefighter/Paramedic, to fill the position on a temporary basis. If the vacancy is subsequently not authorized by the City Manager to be filled, then the affected employee shall be returned to his/her previously held position.
- 9.3 The bid system shall not apply to employees for the first four (4) years of their employment within the Department.
- 9.4 The bid system will be used for all transfers except in situations affecting the safe and necessary operation of the Department and those personal problem situations that cannot be solved by any other means. An employee will not be transferred for disciplinary, arbitrary or capricious reasons. A permanent transfer, whether within or outside a platoon, will not become effective until a qualified person is in place and available to take the permanent position being vacated.
- 9.5 Except as provided in Article 25.2.2, employees are eligible for transfers under this Article after the initial four (4) year period and seniority hereunder is defined as time in rank.

- 9.6 In the event of a Captain's vacancy, the Chief or his/her designee will post the vacancy to eligible employees. The Chief will consider all transfer requests to that open position(s), and for any other Captain's positions that may open as a result of the vacancy. The Chief will assign the open position, and any other resulting Captains vacancies, to the employee(s) he deems to most efficiently meet the needs of the Department. Such final decision by the Chief will not be arbitrary or capricious. The Chief agrees to meet with union leadership upon request prior to making any such final decision.
- 9.7 The Fire Chief will give the President of the Union no less than ten (10) calendar days advance notification of bidding. The Department will make a reasonable effort to notify employees who are on vacation of the scheduled bidding, but failure by an employee to receive notice shall not affect the validity of the bidding once it has occurred. Bids may be accepted by telephone on the day of the bid. E-mails or letter specific bids must be submitted twenty-four (24) hours prior to any specific bids being held on that date.
- 9.8 Bid transfer requests will be held to a maximum of three (3) moves related to one vacancy. The resulting vacancy will be posted and the bidding transfer process will be repeated. Once a person has bid a permanent vacancy they will not be allowed to do a mutual transfer for six (6) months (reference 9.13). A vacancy not filled through this process of internal transfers will be filled in accordance with the Civil Service Ordinance except as provided below in 9.9.
- 9.9 In the event the Chief is left with a vacancy which must be covered upon completion of bidding, whenever possible, a person not covered by the bid system in the platoon in appropriate rank will be transferred to that vacancy. The Chief will review all letters requesting a transfer and these employees will be given first option to fill these vacancies.
- 9.10 Platoon transfers will be kept to a minimum and used only when deemed necessary for the efficient operation of the Fire Department.
- 9.10.1 ALS providers (at the EMT-I and EMT-P levels, or as hereafter may be defined by Maine EMS) may bid out of their permanent platoon or transfer assignment only when they have a less senior ALS provider of the same or greater level of licensure, or when they have a volunteer with the same or greater level of licensure, currently available to take their place.

- 9.11 Mandatory transfers will be kept to a minimum and used only when deemed necessary for the safe and efficient operation of the Fire Department. Individuals transferred shall, upon written request, be provided with a written explanation for the involuntary transfer.
- 9.12 Employees who voluntarily transfer to a permanent vacancy in another platoon under this Article shall receive compensatory time off only if, in the Chief's judgment, there is sufficient manpower to permit such time off. Employees who are transferred by the Chief to another platoon shall receive compensatory time off. If an employee voluntarily transfers within a platoon, the employee keeps his/her vacation picks as drawn. If an employee transfers to a new platoon, the employee has his/her choice of taking any vacation picks which are open in that platoon, subject to his/her vacation entitlement. If there are no openings in the first four columns for that platoon, then the employee takes vacation according to his/her picks in his/her prior platoon, with such picks adjusted as necessary to the work schedule of the new platoon.
- 9.13 Mutual transfers will be allowed provided all parties including the respective officers and deputy chiefs are in accord and neither of the positions will be a probable vacancy within a year. Neither person may participate in future bidding for six (6) months.
- 9.14 Whenever an employee is transferred to a duty station other than his/her own reporting duty station on a temporary basis, the City shall provide transportation to and from the transferred duty station. Also, the transferred employee shall have the right to make a phone call to provide transportation away from the temporary duty station. In the event the officer in charge finds it inconvenient for the requesting employee to make the call, the employee shall be given the immediate opportunity to have the call made for him/her inside or outside of the local telephone area to the person s/he designate.
- 9.15 If one employee or more is on a long term sick leave or long term on-the-job injury leave on any one of the four platoons, the Chief of the Department shall have the right to open any one or more of those positions as a temporary position for bid in accordance with this Article, except that such transfer shall be limited to within platoon. When the employee or employees who were out return to work or the Chief of the department terminates the temporary position(s), the employee or employees who bid shall return to his/her (their) normal position(s). Long term sick leave or long term on-the- job injury leave shall mean any employee who will be, or has been out of work for at least three (3) consecutive months.

9.16 The City and IAFF 740 acknowledge the above modifications to the transfer language shall be reviewed as to their effectiveness during the life of this Agreement. Either party at the conclusion of this Agreement may seek to modify, amend, or add to any of the above portions through the bargaining process. Any such request shall not be denied by the other party and no argument shall be presented that the above language was intended not to be reviewed and/or subject to modification, if warranted.

10. INSURANCE:

10.1 Life Insurance

10.1.1 The City pays the full cost of premiums of the Maine Public Employees Retirement System Group Life Insurance Plan for each employee at the maximum level permitted at the basic level of said insurance program. Those employees electing the supplemental coverage will pay the full cost for such coverage. Employees will continue to pay the cost of dependent life insurance premiums.

10.1.2 The City reserves the right to obtain benefits equal to or better than the basic Maine Public Employees Retirement System Group Life Insurance Plan from an alternative source and to offer said alternative plan on the same terms as above during the life of this Agreement.

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

10.2 Medical Insurance

10.2.1 The City provides a self-insured health insurance benefits program with claims administration by a third-party administrator. Said benefits will be equal to or better than the Blue Cross/Blue Shield BSE and Union mutual Major Medical plan in effect in the City prior to August 1, 1983 except for the changes mutually agreed to and implemented thereafter. Effective January 1, 2005, changes to the City's Point of Service health benefit plan were implemented following mid-term reopener negotiations. The City reserves the right to implement additional changes to this primary plan that are (1) recommended by the Labor/Management Health Advisory Committee on which IAFF Local 740 has representation, and approved by the City Manager, and/or (2) do not result in a reduction of the 1983 level of benefits, as amended.

- 10.2.2 For employees who are hired into a permanent position prior to June 1, 1985, the City will pay the full cost of the medical insurance premium for an individual or family subscription as appropriate per employee as outlined in subsection 10.2.4 below.
- 10.2.3 For employees who are hired into a permanent position on or after June 1, 1985, the City will pay the full cost of the medical insurance premium for an individual subscription per employee and in the case of an employee eligible for and electing family coverage, for one-half (1/2) of the difference between the individual subscription rate and the family subscription rate. Employees are responsible for the full payment of the +19 premium. Effective January 1, 2005 there will be no separate +19 premium and the City will pay fifty-three percent (53%) of the difference between the cost of the individual subscription for an employee who is eligible for and elects to have said family medical insurance coverage.
- 10.2.4 The City will pay, or share in the payment of, whichever is applicable, only the subscription level to which an employee is entitled by virtue of the number of people he may insure. However, employees who are members of the same family and eligible for coverage by more than one family subscription will be entitled to full or part payment, as applicable, from the City for no more than one family subscription, with other family members entitled only to individual subscriptions. Said subscriptions shall be on the same terms and conditions as specified in subsections 10.2.1 - 10.2.3 above.
- 10.2.5 The City reserves the right to obtain from another source, or provide through self- insurance, health benefits and claims service which are equal to or better than those provided as of January 1, 1983, as amended on January 1, 2005. The City will provide the Union with thirty (30) days prior notice of any change in thereafter within which to comment on such change.
- 10.2.6 The City shall begin payment on health insurance premiums on the first of the month following the employee's date of hire.
- 10.2.7 In addition to any other benefit which may be available, the City agrees to pay \$2,500 for funeral and incidental expenses to the primary beneficiary of the employee killed in the line of duty.
- 10.2.8 Notwithstanding the above the City and IAFF 740 through the Labor/Management Health Advisory committee on health insurance

agree that any recommendations pertaining to the successor health care coverage mutually agreed upon shall be incorporated into this Article with appropriate modifications to existing language. Absent joint agreement based on the committee's recommendations, and providing that the changes result in a reduction of the 1983 level of benefits, as amended on January 1, 2005, either party may reopen this health insurance section and the salary article of this collective bargaining agreement. Any subsequent negotiations shall be conducted in accordance with the bargaining ground rules.

10.2.9 Except as provided in 10.2.10 below, the City agrees to continue health care benefit deductions on a pre-tax basis as provided by the Internal Revenue Service. The City agrees to continue pre-tax medical reimbursement accounts.

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

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

10.2.10.2 The City's contribution to the premium cost for domestic partner coverage and coverage of dependents of the domestic partner will be reported as imputed income at year end, in accordance with Internal Revenue Service regulations, and will be calculated into the employee's gross earnings as taxable wages.

10.3 Income Protection and Dental Insurance Deductions

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

10.3.2 Employees may participate in any dental insurance plan which may be made available to employees at their own cost and through payroll deductions. Employees may enroll a spouse and dependent children on the plan; effective July 1, 1999 employees may enroll a domestic partner on the City's dental insurance plan providing the employee satisfies the City's eligibility requirements for claiming an individual as a domestic partner. In no case shall the City be required to make a dental insurance plan available to employees, however.

11. PENSIONS:

11.1 Permanent employees may participate in the appropriate Maine Public Employees Retirement System (MainePERS) defined benefit plan or the ICMA 401(a) defined contribution plan for their primary pension plan. The options are outlined below:

11.1.1 The City shall continue to provide to Departmental employees hired prior to or as of March 26, 1981 a retirement benefit, through Maine Public Employees Retirement System, pursuant to the Consolidated Plan, Chapter 803, Sec. 8, Paragraph A (Special Benefit Plan 1), of one-half of average final compensation after twenty (20) years of creditable service, regardless of age.

11.1.2 The City shall continue to provide to Departmental employees hired after March 26, 1981 a retirement benefit, through Maine Public Employees Retirement System, pursuant to the Consolidated Plan, Chapter 803, Sec. 8, Paragraph C (Special Benefit Plan 2), of one-half of average final compensation after twenty-five (25) years of service, regardless of age.

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

11.1.3.1 Effective July 1, 2010, transfers between the Maine Public Employees Retirement System (Maine PERS) and the ICMA 401(a) defined contribution qualified pension plan are no longer permitted and the

employee's decision to join either plan is irrevocable for all periods of employment with the same employer as per Maine PERS laws and rules.

11.1.4 The City shall continue to participate in the Maine Public Employees Retirement System Regular Plan for permanent Paramedics hired prior to January 1, 1997 pursuant to the Consolidated Plan, Chapter 803, Sec. 7, Paragraph A (Regular Benefit Plan A). The Regular Benefit Plan A provides a retirement benefit of one-half of average compensation after 25 years of creditable service and upon attainment of age 60. The City further agrees to continue to participate in the cost of pension payments under the options currently in effect. The pension options shall provide for the (1) so-called high three-year "Average Final Compensation", and (2) years of service over the 50th's denominator, and (3) the minimum pension of \$100 per month for ten (10) years of service, and said options and benefits there under shall be afforded employees covered by this Section.

11.1.5 Effective January 1, 1984, the employee contribution rate for the retirement benefits set forth in sections 11.1.1 and 11.1.2 above shall be 6.5% of earnable compensation. During the term of this Agreement, the City will not increase the 6.5% employee contribution rate unless required to do so pursuant to the laws of the State of Maine or by order of a court of competent jurisdiction.

11.1.6 The City shall continue to make available to department employees who qualify for special plan benefits as described above in 11.1.1 and 11.1.2 the additional benefit of the so-called "two-percent option" pursuant to the Consolidated Plan, Chapter 803, Section 8, to the extent this option continues to be provided in the Maine Public Employees Retirement System Laws and the Consolidated Plan.

11.2 The City agrees to provide a listing of all options and benefits which are available to retiring members.

11.3 Any employee hired prior to July 1, 1984 may at their own expense buy back both their total share and the City's total contribution obligation for their initial six (6) months of employment in which they were excluded from membership in the Maine Public Employees Retirement System. The Union acknowledges that the City shall have no financial obligation under this voluntary buy-back provision.

- 11.4 The City agrees to continue pension deductions on a pre-tax basis as provided by the Internal Revenue Service.
- 11.5 Contributions employees make to the 457 plan offered by the City on voluntary participation basis are currently deducted weekly and transmitted to ICMA on a weekly basis.
- 11.6 The City agrees to allow a Local 740 representative to attend group presentations of pension options to employees. The City further agrees to provide at least five (5) days notice, ten (10) when possible, to Local 740 before making such presentations.

12. PERSONNEL REDUCTIONS AND SENIORITY:

12.1 Reductions in work force shall be made on the basis of seniority, unless the layoff of a specially trained junior member of the Department would result in a reduction of the level of services provided by the Fireboat, Air Rescue, or Emergency Medical Services (defined herein as employees holding an intermediate or higher Maine ALS license). The City will provide voluntary in-house training for employees as described in 12.1.1 and 12.1.2 below. Layoffs will not be delayed or held in abeyance during any applicable training period. Employees targeted for layoff who complete such training and/or obtain the required Maine ALS licensure prior to layoff may bump the least senior employees in these specialties who have not been targeted for layoff. In the event a more senior member is laid off but subsequently becomes trained and/or obtains the required Maine ALS licensure for one of the above positions, then the employee on lay-off may bump the least junior member holding the same such specialty, except as provided in 12.1.2 below. The employee on lay-off must notify the Chief promptly of any decision to bump under this section.

12.1.1 Air Rescue/Fireboat: Employees who would otherwise be laid off pursuant to this paragraph will be eligible to receive training for the Fireboat and Air Rescue as soon as layoffs are determined. Such training will be provided for up to four employees during any six month period; if outside funding becomes available, the number of employees who may access this training may be increased.

12.1.2 ALS Training: In the event the Department announces layoffs, the City will identify in writing the employees who will be laid off. For purposes of this subsection, any reduction in the number of Departmental personnel that may be attained through anticipated

attrition shall be treated the same as an actual layoff. Those employees subject to layoff will be eligible for either (i) an in-house intermediate level ALS training program to be offered by the City, or (ii) the cost of tuition and books associated with their placement with a similar outside intermediate level ALS training program. The City in its sole discretion will determine whether to offer said intermediate level ALS training in-house or outside the Department. Within seven (7) calendar days after the City has identified an employee for layoff, that employee must inform the City in writing whether the employee will commit to participating in the ALS training course offered by the City. Any employee who either rejects the offer of ALS training or who fails to respond in writing within the seven (7) calendar day period will be ineligible for the ALS training. After the seven (7) calendar day period has expired, the City will take all necessary steps to begin such ALS training as soon as practicable. Once layoffs begin, any employee(s) who have committed to such ALS training agrees to complete such ALS training through final ALS licensure by the State of Maine, and will thereafter be subject to the applicable licensure requirements set forth in Article 27 of this contract. In such event, any failure to complete such ALS training through Maine ALS licensure bars the employee from exercising bumping rights. If, however, the City determines not to proceed with announced layoffs, any affected employee has the option of either continuing and completing the ALS training offered by the City, or opting out of such ALS training. Employees participating in the ALS training offered pursuant to this subsection 12.1.2 may not exercise any bumping rights unless and until the employee is fully licensed by the State of Maine. Upon final ALS licensure by the State of Maine, the employee may thereafter bump the most junior employee on the seniority list holding the same Maine ALS licensure level, but may not bump any employee holding a higher level of Maine ALS licensure.

- 12.1.3 Once an employee is on lay-off, participation in training opportunities provided by the City is voluntary and without compensation. This includes on-the-job training and attendance at training required to obtain certifications. Attendance at outside training once the employee is on lay-off is at the employee's cost. Participation in an approved ALS licensure program is at the employee's cost prior to or subsequent to lay-off, except for in-house ALS training or as provided in 12.1.2.
- 12.1.4 The City will extend the twenty-four (24) month period provided in 12.7 to not more than thirty-six (36) months for employees

enrolled and in good standing in an approved ALS program.

- 12.2 In the case of reductions in work force of Captains or Lieutenants, seniority shall be computed, first, on the basis of the length of the employee's permanent service in rank, and secondly, on the basis of length of continuous, permanent service in the Department. Employees may bump down in rank from Captain to Lieutenant to Firefighter prior to layoff, provided that the employee had prior service time in the classification to which s/he is bumping.
- 12.3 Subject to Article 12.1, 12.1.1, and 12.1.2, if the elimination of positions results in a lay-off, the person(s) in the affected classification with the least seniority will be laid off. Such employees may bump into other unit positions in the following order:
 - 12.3.1 The employee will first be offered any suitable vacancy which the employee is qualified to perform, as determined by the City. A vacancy shall be deemed to be suitable if it is in the same classification as that held by the employee.
 - 12.3.2 If there are no suitable positions, the employee may bump a less senior employee in his/her classification or the classification below, if any.
 - 12.3.3 No employees can bump into a promotional position.
- 12.4 Employees may opt to accept lay-off at any point in the bumping process rather than exercising their bumping rights.
- 12.5 Any member reduced in rank as a result of work force reduction shall be compensated at the rate for the new rank provided in the Agreement.
- 12.6 Employees who are laid off will receive all separation pay to which they are entitled.
- 12.7 Subject to 12.1.4, employees who are separated from City service as a result of lay-off or bumping shall have a 24-month recall to the classification from which they were laid-off or bumped. The City may rely on its records for the last address of the former 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 Union for his/her information. Notice of recall shall be sent by certified mail to both the employee and the Union President. Any employee affected by this

provision shall be rehired subject to the completion of a fitness for duty exam, which shall be made in specific reference to the current job description and duties, and shall use the same return-to-work standards used in Worker's Compensation situations.

- 12.8 Employees who are bumped to a lower position as a result of a personnel reduction shall have a right to be recalled to their prior position in the reverse order of bumping, so long as said employee is a member of the Department in good standing. The employee shall be given written notice of his/her recall and shall have ten (10) days to accept recall from the date of the notification. A copy of such recall notification shall be mailed to the President of the Union for his/her information.

13. CLOTHING AND EQUIPMENT:

- 13.1 The City shall purchase work uniforms, dress uniforms, firefighting gear for new employees. Firefighting gear shall include safety helmets, fire boots, fire coats, fire pants, hand protection, and suspenders.

Effective July 1 of each year following an employee's first full calendar year of service in the Fire department, an employee will be credited with an annual uniform account to be available for maintenance, replacement and supplementation of the employee's uniform and gear. The annual uniform account allowance is \$250.00. During the employee's first year of service, and on July 1 following the employee's date of permanent hire and appointment to the position of Firefighter or Firefighter/Paramedic, this allowance will be pro-rated for employees in monthly increments based on the number of months since date of appointment to the position of Firefighter or Firefighter/Paramedic and prior to July 1, providing this calculation equals or exceeds three (3) months.

The uniform account may be used to purchase either required or optional items as listed below. Purchases shall be made from department inventory or from vendors on file in the Chief's office. Employees who purchase an item which exceeds their \$250.00 annual uniform purchase allowance may request that any such excess amount be applied against their following year's uniform allowance. Such application is limited to a total of \$500.00 over any two (2) year period. Any such purchase which exceeds \$500.00 over any two (2) year period will not be applied in a third year. Notwithstanding the above, the uniform purchase account shall not be carried over from year to year.

- 13.1.1 Required Items: Work Uniforms
Gloves
Mittens
Hoods
Dress Uniforms
- 13.1.2 Optional Items: Jacket
Leather Turnout Boots
Sweatshirts
Summer Uniforms
Other items as made available by the Fire Chief

13.1.3 The City will make "as needed" replacements of safety helmets, hoods, fire boots, fire coats, fire pants, suspenders when necessary. Said replacements shall be made within a reasonable period of time when necessary, and may be provided by the City from existing stock or supplies.

13.1.4 The Chief may prescribe additional items of required or allowable uniforms with the agreement of IAFF Local 740. The City will bear the cost of the initial purchase of additional required items.

13.2 All employees shall have three (3) serviceable uniforms, one (1) shirt, and one (1) pair of trousers each, which shall be worn at all times while on duty except when required to wear a dress uniform or when authorized to wear other hot or cold attire by their Deputy Chief. Employees shall maintain and clean said work uniforms and approved attire.

13.3 The Chief has the right to promulgate General Orders requiring appearance standards for all uniforms and equipment. A clothing Labor/Management Committee shall meet from time to time, as needed, to discuss the appropriate uniform. The Committee will submit its recommendations to the Chief for his/her consideration, with a copy to the Union, before making his/her decision.

13.4 Notwithstanding the above, the City agrees to pay 100% of the cost of repairing required uniforms or equipment as well as eyeglasses, contact lenses, dentures or hearing aids, damaged, lost, or destroyed in the performance of "extra-hazardous" duties. The City further agrees to pay up to seventy dollars (\$70.00) for repair or replacement of other personal items worn or carried by the employee and damaged or destroyed in the performance of "extra-hazardous" duties.

- 13.5 The City will not, in any case, reimburse employees for personal items lost or stolen in the line of duty.
- 13.6 Upon termination, an employee shall turn into the Fire Department all items of required clothing and equipment listed in 13.1 or non-required items provided to the employee by the City. The employee is not required to turn in optional items purchased with the clothing allowance.

14. LEGAL AID AND PROTECTION:

- 14.1 The City shall, with the consent of the employee, assume the defense of and indemnify any employee against a claim which arises out of an act or omission occurring within the course or scope of his/her employment and for which the City is liable under the Maine Tort Claims Act, 14 M.R.S.A. 8101 et. seq. The City, in its discretion, may provide such defense and/or indemnification through a self-insurance program or through insurance coverage limited to Four Hundred Thousand Dollars (\$400,000), including costs other than defense costs, for any and all claims arising out of a single occurrence, to be purchased by the City.
- 14.2 In any case in which the City is not defending the employee under 14.1 above, the City will, with the consent of the employee, assume the defense of and indemnify the employee, up to the statutory limits of the Maine Tort Claims Act, against any claim which arises out of an act or omission occurring within the course or scope of his/her employment and for which the City is not liable, provided that such defense or indemnification is not contrary to public policy, and the City determines that the employee acted in good faith and did not willfully or knowingly violate any ordinance, rule or regulation of the City.
- 14.3 In all cases in which the City has assumed the defense of an employee, the City, acting through its Corporation Counsel, has the right to approve retention of any outside counsel. Further, in all cases in which the City has assumed the defense of an employee, the City Council may, in its discretion, and after consultation with the Corporation Counsel, authorize and accept settlement of the case.
- 14.4 It is a condition of the City's obligation to defend and indemnify an employee hereunder that the employee fully cooperate with the City in any claim by or against the City regardless of whether the employee works for the City at the time 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 counsel or is in violation of the employee's constitutional rights, failure to fully cooperate with the City on any case may result in disciplinary action against the employee and denial of the indemnification obligation hereunder unless otherwise required by the Maine Tort Claims Act.

- 14.5 Paragraph 14.4 above may not be construed to imply that an employee who is not a defendant has no duty to fully cooperate with the City and its representatives, when the City and its representatives, in their sole discretion, determine that the employee has information relevant to the claim or the defense of the claim against the City or other employees of the City. In such a situation, except in those circumstances where such full cooperation is in conflict with the advice of the employee's legal counsel or is in violation of the employee's constitutional rights, the non-defendant employee has a duty to fully cooperate with the City as a condition of employment.
- 14.6 The City agrees to release the employee from his/her shift for appearances at any necessary proceedings on the date of such proceedings and at the request of the City's designated defense attorney. Should the proceedings conclude prior to the end of the employee's shift, the employee may be required to report for duty for the remainder of his/her shift.
- 14.7 The rights of the City and the members are governed by this Article and are not affected by the terms of any policy of insurance.

15. UNUSED SICK LEAVE UPON RETIREMENT, LAYOFF, RESIGNATION, OR DEATH

- 15.1 When an employee, in good standing, retires from active service with the City, with twenty (20) years of permanent continuous City service if hired on or before March 26, 1981, and twenty-five (25) years of permanent continuous City service if hired after March 26, 1981, s/he shall be entitled to receive an amount equal to his/her salary at the time of such retirement for one-half (1/2) of accumulated sick leave up to a maximum

of ninety (90) days of pay, provided the employee has a minimum of sixty (60) days of sick leave accumulated. Retiring employees with less than sixty (60) days shall not receive any payment.

- 15.2 When an employee is laid off from continuous permanent active service with the City, the employee may elect to receive an amount equal to his/her salary at the time of the lay-off for one-half (1/2) the number of days for unused sick leave which the employee has accumulated, provided that the maximum payment shall not exceed an amount equal to wages for ninety (90) days.
- 15.3 Except as provided in 15.4, in the event of death before retirement of an employee covered by this Agreement, one-half (1/2) of his/her accrued sick leave, subject to the same maximum limitation as in the case of retiring employees, shall be paid to either
 - (a) to a beneficiary designated in writing by the employee, providing that the designation is in a form approved by the City and is on file in the employee's personnel file in Human Resources at the time of death, or
 - (b) in the event no named beneficiary is on file, to a person designated in the employee's will or by the Probate Court. The City reserves the right to maintain the payment in escrow in the event of any dispute as to entitlement of such payment.
- 15.4 In the event of death of an employee caused in the line of duty, 100% of all accumulated sick leave shall be paid to the designee as prescribed in Section 15.3 of this Article. This payment shall be calculated as follows: Accrued sick leave balance (in hours) shall be divided by twelve (12) to convert the balance to days. The daily rate of pay shall be one-fourth (1/4) of an employee's weekly pay.
- 15.5 For resigning employees of good standing with more than three (3) years but less than ten (10) years of continuous permanent active service within the Department, payment shall be one-fifth (1/5) of accumulation with a maximum payment of twenty (20) days, providing the employee has a minimum of thirty (30) days of accumulated sick leave; for similar employees with more than 10 years of departmental service, payment shall be one-half (1/2) of accumulation with a maximum payment of forty-five (45) days, providing the employee has a minimum of sixty (60) days of accumulated sick leave.

- 15.6 A good standing resignation is considered to be two (2) weeks' notice prior to the effective date of such resignation.
- 15.7 For purposes of this Article, except for 15.3, the daily rate shall be computed as one-fifth (1/5) of an employee's weekly pay.

16. SUBSTITUTIONS:

- 16.1 An employee may exchange positions with another qualified employee on another shift, provided:
 - 16.1.1 The exchange is approved in advance by the Chief or his/her designated representative. Denial shall only be made for good reason.
 - 16.1.2 The intent of this provision is that these exchanges shall be time exchanges; however, in accordance with the Department of Labor opinion dated December 13, 1993, one employee may pay another employee to work for him/her. This practice of exchanging cash may be eliminated by the City mid-contract in the event that the Department of Labor changes their position on this issue in the future.
 - 16.1.3 The City shall not be held responsible for enforcing any agreement made between employees and shall be under no financial obligation to the substitute for his/her duty as a substitute.
 - 16.1.4 Except as provided in 16.1.5, the substitutions are between equally qualified employees and employees in equal or comparable ranks. Comparable rank is defined as follows: Lieutenant or Captain within Division, Lieutenant or Firefighter who is on Lieutenant promotional list within Division, Lieutenants in separate Divisions if employee accepting swap is on Lieutenant promotional list in the other Division.
 - 16.1.5 In the event of an all Officer meeting or training, and when approved by the Chief, Firefighters may be placed in charge of apparatus for duration of the meeting or training session. These vacancies will be filled first by those Firefighters deemed eligible for the promotion list and secondly by rank and file members not eligible for the promotion list.

- 16.2 Substitutions will not ordinarily be permitted for more than three (3) consecutive shifts, except that once a calendar year each employee may arrange a substitute for four (4) consecutive shifts, on the same terms and conditions provided herein. For the purpose of this article, shift is defined as one day or one night. A maximum of twelve (12) shifts may be approved for any calendar year except in the case of extenuating circumstances approved by the Chief. Union business as defined in Article 28 and time spent furthering personal education shall not be considered in this limitation.
- 16.3 For purposes of this Article, that section of Article 25 entitled "Higher Pay for Higher Classification Work" shall not apply to either the individuals who are party to the swap or the platoon(s) impacted by the swap.
- 16.4 If an employee will miss an EMS required training session due to a substitution, it is the employee's responsibility to make up the training. If the training cannot be made up at a later date at equal cost to the City, the substitution request may be denied.

17. SICK LEAVE:

- 17.1 Sick leave shall accrue at the rate of 2.77 hours per week for each full calendar week of employment with unlimited accumulation for employees working a twenty-four (24) hour schedule. Sick leave shall accrue at the rate of 2.31 hours per week for each full calendar week of employment with unlimited accumulation for employees working a 4-10 schedule. Sick leave shall accrue at the rate of 1.85 hours per week for each full calendar week of employment with unlimited accumulation for employees working a 5-8 schedule.
- 17.2 Sick leave may be taken by employees only in the following cases:
- 17.2.1 Personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his/her position, unless the employee is found capable of other work in the Department by the Chief and is assigned to such other work. Employees working a 24-hour schedule who call in sick will do so for the first twelve (12) hours or for the full shift and will have their sick leave balance reduced by the hours they did not work. Employees working a 24-hour schedule who become ill mid-shift and book off sick will do so for the remainder of the shift and will have their sick leave balance reduced by the number of hours they did not work. Employees working a 40 hour schedule may book off

sick for partial shifts with the approval of the Chief or designee.

17.2.2 Attendance upon members of the family within the household of the employee, including domestic partner and his/her relatives who live within the household of the employee, when their illness requires care by such employee not to exceed twelve (12) days per year (144 hours for employees who work a 24-hour schedule). Such time may be taken in partial shifts subject to the approval of the Chief.

17.2.3 Subject to the discretion of the Chief or designee, sick leave may be used but not in excess of six (6) calendar days in the event of the death of the employee's spouse or domestic partner, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild, stepmother, stepfather, step child or members of domestic partner's family similarly related.

17.2.4 In exercising his/her discretion to approve sick leave, and the amount thereof, under the foregoing Article 17.2.3, the Chief or his/her designated representative shall give consideration to the closeness of the relative, the circumstances of the death, attendant family conditions, and the time required for travel.

17.2.5 Employees who wish to use sick leave in accordance with the above provisions to care for a domestic partner or member of the domestic partner's family, or in the event of a death of a member of the domestic partner's family, must satisfy the City's eligibility requirements for claiming an individual as a domestic partner.

17.3 Notwithstanding any other provisions of this Article, sick leave charges will be made according to the actual number of hours absent.

17.4 Conversion to Vacation Leave

17.4.1 Any permanent employee working a 40-hour schedule who uses the equivalent of two or fewer sick days or any employee working a 24-hour schedule who uses 24 hours or less of sick leave within any consecutive 12 month period may elect to convert 48 hours of accrued sick leave to the equivalent of one (1) week of vacation leave.

Alternatively, an employee who has 12 or more years of permanent City service and a sick leave balance of no less than 768 hours

(1152 hours for 24-hour personnel) may elect to convert 48 hours of accrued sick leave to 40 hours of pay at their regular hourly rate (42 hours for 24-hour personnel).

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

17.4.2 The Director of Human Resources shall determine the rates applicable for the conversions outlined above for permanent employees working other than a 40 hour per week or 24-hour schedule, and the proration of the above conversion rates for part-time employees.

17.5 Employees who exceed the City-wide average of sick leave usage will be placed on a "doctor's note" list by the Department. The Department will notify the employee of placement on the list. After placement on the list, any such employee utilizing further sick leave must present a doctor's note to work when next returning to work. If the employee fails to bring a doctor's note upon returning to work, the employee can be sent home without pay. The employee must provide medical documentation for that prior absence prior to the beginning of the employee's next regular shift (or sooner, if the employee works an unscheduled shift.) If the employee's sick leave usage subsequently falls below the City-wide average, the employee's name will be removed from the doctor's note list.

18. OTHER LEAVE:

18.1 Bereavement Leave: In the event of the death of the employee's spouse, child, domestic partner, child of domestic partner, step child, mother, father, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchild, or member of domestic partner's family similarly related, provided the employee meets the eligibility requirements for claiming an individual as a domestic partner, the employee working a 40-hour schedule will be entitled to up to three (3) days leave for the purpose of attendance at the funeral and assisting with the necessary family arrangements; employees working a 24-hour shift will be entitled to one (1) 24-hour shift of bereavement leave for the purpose of attendance at the funeral and assisting with the necessary family arrangements. Additional bereavement leave may be authorized by the Chief for 24-hour personnel depending upon when the death and funeral occurs within the employee's work cycle. Such leave shall be with pay and without any deduction from sick leave.

- 18.2 Sick leave may be used in conjunction with bereavement leave as provided in Article 17.2.4.
- 18.3 Funeral Leave: An amount of time determined and pre-approved by the sole discretion of the Chief but in no case to exceed one (1) 24-hour shift will be allowed for attendance at funerals of the following relatives not provided for under 18.1: aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or any other relative living in the same household as the employee. A similar amount of time will be provided for attendance at the funeral of a relative of the employee's domestic partner similarly related, providing the employee meets the City's eligibility requirements for claiming an individual as a domestic partner. Said time off shall be with pay and not chargeable to sick leave.
- 18.4 Jury/Witness Leave:
- 18.4.1 In the event an employee is called to jury duty or is subpoenaed as a witness in a case (wherein the employee is not a plaintiff or defendant in the case), s/he shall be granted leave to fulfill that obligation.
- 18.4.2 All jury/witness duty requests must be pre-approved by the Chief. The Chief will pre-determine based on the specific situation whether the employee will be excused for a full or partial shift.
- 18.4.3 An employee who is excused by the Court earlier than originally anticipated is required to contact the Chief or his/her designee promptly. The Chief or his/her designee will determine if there will be any change to the time the employee is to report for duty.
- 18.4.4 Employees granted jury leave or witness leave under these provisions shall be compensated by the City for the difference between the amount the employee receives for such jury or witness duty and the amount that the employee would normally receive under this Agreement upon presentation of an official statement of pay received.
- 18.5 Military Leave and Reserve Service Leave: Military leave and reserve service leave shall be available to employees under the terms and conditions of applicable Federal and/or State legislation. Any disputes as to rights under this provision are not arbitrable, but may be determined by a court of competent jurisdiction.

18.5.1 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, except during the first twelve (12) weeks of leave as provided in 18.8 below, while in the military service to the point of restoration to City service.

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

18.6 Disability Leave:

18.6.1 A member may request an unpaid leave of absence of up to three months for a non-work related personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his/her position. Similarly, a member unable to perform the duties of their position for a non-work related personal illness or physical incapacity may be placed on a leave of absence by the City. The employee will be notified in writing when the City places the employee on leave.

18.6.1.1 Except for emergencies, the employee shall submit a written request to the Chief at least one month prior to the anticipated departure. The employee is required, as a condition of this leave, to provide a statement from an attending physician, with specific reference to the employee's job description, setting forth (a) the anticipated duration of the disability, and (b) any conditions which may limit the employee's performance of his/her job before or after the leave. A decision concerning such requests for leaves shall be made by the Chief who shall consider the needs of the Department and personal benefit to the

employee. Leaves shall not be denied for arbitrary or capricious reasons.

18.6.1.2 Employees who are unable to report to work for medical reasons may be placed on disability leave at the discretion of the Chief.

18.6.1.3 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 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 the 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 and Medical Leave if the leave qualifies under the Family and Medical Leave Act.

18.6.2 The Chief shall have the discretionary authority to extend such leave upon written request from the employee. No disability leave or extensions thereof may exceed a total of twelve months duration.

18.6.3 Accumulated sick leave benefits shall be applied to any portion of the requested leave so eligible at the option of the member, but cannot be used to delay the start or extend a disability leave. Accumulated vacation benefits shall be applied to any portion of the requested leave so eligible at the option of the member, but cannot be used to delay the start or extend the disability leave unless so approved by the Fire Chief, who has the sole discretion to make such determination.

18.6.4 Disabilities due to pregnancy or child-birth are, for all job related purposes, temporary disabilities.

18.6.5 For leaves of absence taken in accordance with this article, the City will continue the employee's health insurance coverage, and the

employee will accrue holiday, vacation or sick leave credits during the first twelve (12) weeks of such leave, regardless of whether or not the employee is using any accrued sick or vacation leave during such time. After the first twelve weeks, there will be no further accrual of holidays, sick or vacation leave. Insurance benefits shall continue as set forth in the Agreement. Seniority will accrue during the term of the leave.

18.7 Personal Leave of Absence: A member may request a personal leave of absence without pay for a period not in excess of 60 calendar days. The Chief, in his/her sole discretion, may grant or deny such leave. Employees must use all accrued vacation and compensatory time during such approved leave.

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

18.9 Family and Medical Leave:

18.9.1 An employee who has been employed for twelve (12) consecutive months and who has worked 1,250 hours in those last twelve months is entitled to up to a total of twelve (12) weeks of Family and Medical Leave (FMLA) 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 the state and/or federal FMLA laws, as they may apply. If the requirements, benefits, definitions and/or scope of either the federal or state

FMLA changes during the term of this Agreement, such changes are automatically incorporated by this Agreement, except that nothing in this provision shall be construed to provide employees with less protection under FMLA than set forth in this Article.

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

19. GRIEVANCE PROCEDURE:

19.1 Should the Union, or an employee of this Unit, feel aggrieved concerning the interpretation of application by the City of any provision of this Agreement, the adjustment of the grievance shall be sought as follows:

19.1.1 The Union member who feels aggrieved may request an informal meeting with the Chief or his/her designee and representation appointed by the Union Grievance Committee for the purpose of adjusting or resolving the matter. If the Union member does not wish to request such a meeting, the Union will proceed directly to 19.1.2.

19.1.2 The Union shall submit the details of such grievance in writing to the Chief of the Fire Department. Within ten (10) days after the Chief receives such grievance s/he or designee shall meet with a representative of the Union for the purpose of adjusting or resolving the grievance. The Fire Chief or designee shall render a decision in writing within ten (10) days after such meeting.

19.1.3 If such grievance is not resolved to the satisfaction of the Union by the Chief within ten (10) days after such meeting, the Union may present such grievance in writing within twenty (20) days after said meeting to the Director of Human Resources. Within ten (10) days after the Director of Human Resources receives such grievance, s/he or such representative as s/he shall then designate, shall meet with a representative of the Union for the purpose of adjusting or resolving the grievance. The Director of Human Resources shall render a decision in writing within ten (10) days after such meeting.

19.1.4 If such grievance is not resolved to the satisfaction of the Union by the Director of Human Resources within ten (10) days after such

meeting, the Union may present such grievance in writing within twenty (20) days after said meeting to the City Manager. Within ten (10) days after the City Manager receives such grievance, s/he or such representative as s/he shall then designate, shall meet with a representative of the Union for the purpose of adjusting or resolving the grievance. The City Manager shall render a decision in writing within ten (10) days after such meeting.

19.1.5 Any grievance not resolved to the satisfaction of the Union by the City Manager may be submitted to a single arbitrator. Appeal to arbitration must be made by written notice to the City Manager within twenty (20) days after receipt of the Manager's decision. After receipt of notice of appeal to arbitration, the parties shall select an arbitrator, but if they are unable to agree upon a selection, the arbitrator shall be selected through the American Arbitration Association. The arbitrator shall fix a time and place at Portland, Maine, for a hearing upon reasonable notice to each party.

19.1.5.1 In all cases involving a grievance submitted to an Arbitrator, any employee on whose behalf the grievance is submitted shall be required to attend at the request of the City.

19.1.5.2 After such hearing, the arbitrator shall render a decision in writing within thirty (30) days setting forth findings of fact, reasons, and conclusions on the issues submitted. The decision of the Arbitrator shall be binding on the parties and persons in interest, subject to the rights of appeal to the court as provided by applicable state law. The costs of the arbitrator and the arbitration shall be borne equally by the parties.

19.1.6 For purposes of Sections 19.1.1-19.1.4.2, a day shall be considered to be a "working day" on a 40 hour/8 hour day Monday through Friday schedule.

19.1.7 Time Limits. All grievances shall be commenced not later than thirty (30) days after the occurrence of the following, whichever shall be later in time:

19.1.7.1 The time of the occurrence of the event of omission giving rise to the grievance; or,

- 19.1.7.2 The time the event became known to either the Union or the employee concerned.
- 19.1.7.3 Time limits for appeals and for responses by the City may be extended by mutual consent. In the event that the City representatives fail to respond within the specified time limit, the grievant may appeal to the next level.

20. DISCIPLINARY PROCEDURE:

- 20.1 Discipline may be taken for cause. Suspensions of fifteen (15) working days or less for employees working a 40-hour schedule and suspensions of eight (8) working days or less for employees working a 24-hour schedule may be grieved under Article 19, Grievance Procedure.
- 20.2 When, through appropriate procedures, the Fire Chief determines that just cause exists for removing a member or suspending the employee for a period greater than outlined in 20.1 and that employee is covered by the Civil Service Ordinance, the Chief may seek the employee's removal or suspension through the Civil Service procedures as set forth in 20.4. However, the employee may waive in writing all Civil Service procedures regarding the proposed discipline and accept discipline directly from the Chief. If the employee opts to accept discipline directly from the Chief, the Union may process such a grievance in accordance with Article 19 of this agreement.
- 20.3 When, through appropriate procedures, the Fire Chief determines that just cause exists for removing a member or suspending the employee for a period greater than outlined above and that employee is not covered by the Civil Service Ordinance, the Chief will administer the discipline and the Union may grieve such discipline.
- 20.4 Civil Service Commission Disciplinary Actions
 - 20.4.1 The Chief may recommend suspension in excess of fifteen (15) working days (or thirty (30) working days aggregate in a calendar year), demotion, or discharge of any employee to the Civil Service Commission. These time periods apply to employees working a forty (40) hour schedule, equivalencies for employees working a 24-hour schedule are eight (8) working days per offense and sixteen (16) working days in the aggregate. Any such

recommendation shall be processed under the Civil Service Ordinance.

20.4.2 Any disciplinary action prosecuted before the Civil Service Commission, including the Chief's recommendation therefore, shall not be grievable under this Agreement. Any final decision of the Civil Service Commission may be appealed only to Court.

20.4.3 In the event that an employee is suspended by the Commission for a period in excess of thirty (30) consecutive days, the employee shall not accrue vacation, sick or holiday benefits during the period of such suspension.

20.5 The City recognizes the right of employees to have a Union representative present at a disciplinary or investigative interview.

20.6 Written reprimands shall not be considered when administering discipline if there has not been any other discipline imposed during the preceding two year period. Further, the City is prohibited from utilizing these written reprimands in any disciplinary proceeding(s).

21. SAVINGS CLAUSE:

21.1 If any portion of this Agreement is judicially determined to be in conflict with State or Federal law, such invalidity shall not affect the validity of remaining provisions.

22. VACATIONS:

22.1 All employees who have more than one (1) year of consecutive City service and less than three (3) years of consecutive City service shall be entitled to a vacation during each calendar year of four (4) working days for 24-hour personnel, ten (10) working days for employees working a 5-8 schedule or eight (8) working days for employees working a 4-10 schedule, with prorating for less than one year. Prorated days shall be credited on January 1 of the year that they are earned, except that during the employee's first year of employment entitlement occurs on a quarterly basis.

22.2 All employees who have attained three (3) years or more of consecutive City service and less than eight (8) years of consecutive City service shall be entitled to a vacation during each calendar year of six (6) working days

for 24-hour personnel, fifteen (15) working days for employees working a 5-8 schedule, or twelve (12) working days for employees working a 4-10 schedule, with prorating for additional vacation days during the year of their eight (8) year anniversary.

- 22.3 All employees who have attained eight (8) years or more of consecutive City service shall be entitled to a vacation during each calendar year of eight (8) working days for 24-hour personnel, twenty (20) working days for employees working a 5-day schedule, or sixteen (16) working days for employees working a 4-10 schedule, following their eight (8) year anniversary.
- 22.4 Entitlement to vacations under this Article shall be determined as of the first day of the year in which the vacation is taken, and shall be credited in full to the employee as of that first day. Vacations shall not be earned on a monthly basis and all vacation credited on January 1 must be used by December 31 of that year.
- 22.5 Vacations shall commence on an employee's first scheduled day on duty and shall be taken in blocks of no less than two (2) working days for 24-hour personnel with the following exception: Members entitled to at least one (1) full week of vacation may take one (1) of these in 12 or 24-hour increments. An employee taking a vacation block shall not be required to report for duty during the one-hundred twenty (120) hours preceding or following the employee's vacation block.
- 22.6 At separation, the employee shall be paid for all vacation leave to which s/he was entitled on the immediately preceding January and which is unused as of the employee's date of separation. This vacation shall be paid at the employee's regular hourly rate of pay (weekly salary in Appendix B divided by 42). In addition, the employee shall be paid for a pro-ration of the leave that would have been credited the following January 1 had the employee not separated. The additional payment shall be based on the number of months worked in the year of separation. The total vacation separation pay shall not exceed the following maximums:
 - 22.6.1 Maximum of sixteen (16) days for employees hired on or after June 1, 1990.
 - 22.6.2 Maximum of twenty-four (24) days for employees hired prior to June 1, 1990 who separate on or after June 1, 1992.
- 22.7 To the extent possible and consistent with the needs of the Department as determined by the Chief, and accommodating the requests of the

employees, vacations shall be scheduled by the Chief by continuous seniority in the Department and by platoon. Officer positions shall be covered by on-duty "Pool Officers" or by qualified on-duty "Officer Candidates" if staffing is available. Subsequently vacancies will then be covered by overtime: by hiring qualified Officers, qualified "Pool Officers" or qualified "Officer Candidates" in accordance with 24.6. Candidates are defined as employees on the certified promotion list who are eligible to be interviewed for an Officer position. Nothing herein shall be construed, however, as limiting, modifying, or constraining the City's right to determine and set levels of manpower and equipment, and deployment thereof, and the City's right to manage and direct its employees.

22.8 Notwithstanding the foregoing, vacation "picks" shall continue to be done pursuant to the following:

22.8.1A member entitled to four weeks vacation may select no more than two weeks of vacation during the first round of drawing. The member's third week of vacation is selected in the second round of drawing and the member's fourth week of vacation is selected in the third round of drawing;

22.8.2 A member entitled to three weeks vacation may select no more than two weeks of vacation during the first round of drawing and his/her third week of vacation will be selected in the second round of drawing;

22.8.3 A member entitled to two weeks of vacation leave may select both weeks of vacation in the first round of drawing; and

22.8.4 Drawing for pro-rata vacation shifts will be done after the rounds of drawing for full weeks has been completed.

22.9 Except in cases of emergency, the Department shall provide that the selection of vacation days is completed no later than October 31st of each year for the subsequent year's vacation usage commencing January 1st.

22.10 Employees with twenty (20) or more years of permanent, continuous City service on December 1 of that calendar year will receive a vacation cash bonus payment equal to 40 hours of pay (42 hours of pay for 24-hour personnel) on the first pay date in December of that same year providing they are active employees on the first pay date in December of that year.

23. HOLIDAYS:

23.1 The following holidays shall be paid holidays for all employees:

- | | |
|----------------------------------|--------------------------------|
| 1. New Years Day | 7. Labor Day |
| 2. Martin Luther King's Birthday | 8. Columbus Day |
| 3. Washington's Birthday | 9. Veterans Day |
| 4. Patriot's Day | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Day after Thanksgiving Day |
| 6. Independence Day | 12. Christmas Day |

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

23.2 Employees working on a 24-hour schedule shall receive ten (10) hours of holiday pay based on the compensation rate in effect when the holiday occurred. Such payment shall be made on the payroll that covers the week during which the holiday occurred. Pension contributions shall be deducted from such payments.

23.3 Floating Holiday

23.3.1 Employees working a 24-hour schedule may take a floating holiday in lieu of one of the holidays listed in 23.1 with prior approval from the Chief.

23.3.2 Employees may request a floating holiday no more than thirty (30) calendar days prior to the date the employee wishes to have off. It is within the Chief's sole discretion to determine if there is sufficient manpower available for normal departmental operations. The employee who is approved to take a floating holiday will receive holiday pay as outlined in 23.2 for that day but will not receive pay for the next regularly scheduled holiday.

23.4 Employees working a 4-10 schedule are not required to work the holidays listed in Section 23.1. If they do not work the holiday, they will receive a regular week's pay. If they wish to receive a regular week's salary plus holiday pay, they are required to work three (3) days at their regular duties and one day filling a position in a line company or four (4) days at their regular duties plus one regularly scheduled day in a line company in

a subsequent work week except as provided in 23.4.1. The work requirement for 4-10 employees must be satisfied prior to the next holiday unless the Chief approves an exemption. If it is not, time off will be the only option available to the employee.

23.4.1 At the discretion of the Chief, 4-10 employees may satisfy the work requirement of an additional day in their staff position providing the department needs for the staff function exceed departmental line needs at that time of year.

24. OVERTIME:

24.1 The hourly rate of overtime pay for Fire Prevention and Training personnel shall be equivalent to one fortieth (1/40) of the employee's weekly salary. The hourly rate of overtime pay for Paramedics who are not certified by the Fire Chief as Firefighter cross-trained shall be equivalent to one fortieth (1/40) of the employee's weekly salary.

24.2 Employees who are held over shall be compensated at the hourly rate of overtime pay equivalent to one fortieth (1/40) of their weekly salary on the basis of time and one-half for all such time held over. All time worked beyond the first hour shall be computed in increments of one-quarter (1/4) hour for any portion thereof actually worked.

24.3 Employees who are scheduled or called in to work non-emergency overtime shall be compensated at overtime rate of pay for actual hours worked as defined in 24.2 or a minimum of three (3) hours of straight time pay, whichever is greater. All time worked shall be computed in increments of one-quarter (1/4) hour for any portion thereof actually worked.

24.3.1 Employees called back during emergencies shall be compensated for at least eight (8) hours of pay. In the event the overtime actually worked is greater than one continuous period of eight (8) hours, they shall be compensated another eight hours of pay for each additional eight (8) hour period or part thereof.

24.3.2 The Fire Suppression Training Officer and the Fire Prevention Officer designated for call-back will be paid in accordance with 24.3.1 when called back to second and third alarm fires to assist at the fire scene.

24.4 Employees who work in excess of their regularly scheduled weekly shift will be compensated at one and one-half (1-1/2) times their total hourly rate for such excess hours worked. All time worked beyond the first hour shall be computed in increments of one-quarter (1/4) hour for any portion thereof actually worked. Use of sick leave and intermittent Family and Medical Leave (FMLA) shall be excluded from hours worked.

24.4.1 Employees will continue to have their pay calculated on actual hours worked, in accordance with definitions listed in 24.4. above, during the work weeks that include a (daylight savings) time change.

24.5 When an employee volunteers to undertake major maintenance or construction projects within the Department, or repair of Departmental property, the City will compensate the employee for hours worked with compensable time at a straight time rate. All such projects require prior approval by the Chief and shall not conflict with State statutes. When use of such compensable time is requested by the employee, the Chief (or his/her designee) has the sole discretion to either (1) grant the time off, (2) grant a different time off if requested by the employee, or (3) authorize payment of the compensable time in lieu of the time off requested.

24.6 Scheduling of Overtime

24.6.1 When the City determines it is necessary to fill a vacancy, the City may fill the vacancy with on-duty employees on straight time. Short-term vacancies, training assignments and temporary assignments within the Department shall be filled without overtime whenever possible, and available qualified "pool" personnel will be utilized for this purpose.

24.6.1.1 Bargaining unit personnel, including administrative personnel, may be reassigned as necessary to staff any vacancies. Staff personnel may attend a bid or go to a non bid position if the number of reassignments exceeds one per work week.

24.6.1.2 In the event of a vacancy that may require overtime, the Department will follow the guidelines set forth in the Departmental SOGs, as revised.

24.6.1.3 The City will make the overtime list and forced overtime list available at all times through the Department's computer

system or some other acceptable medium.

24.6.1.4 Upon contract execution, one Pool Air Rescue Officer position is designated to cover both Officer and Firefighter vacancies and will float, as outlined in Appendix I, to fill a position of Air Rescue vacancies.

24.6.2 Upon contract execution, Officer vacancies will be filled by the next Officer or Officer candidate in the rotation. Officer candidates are employees on the certified promotion list eligible to be interviewed for an Officer position.

24.6.2.1 The initial rotation is based on departmental seniority; thereafter, it is based on overtime opportunities made available to employees. For the purpose of distributing overtime refusal is the same as acceptance. Seniority as used in this section means permanent consecutive City service in the Fire Department.

24.6.2.2 In most cases overtime will be offered to the person on the list with the least number of overtime hours worked; however, the City reserves the right to offer overtime out of order when it determines it is necessary for the safe and efficient operation of the department.

24.6.3 The City and the Union will meet as necessary to review the assignment of overtime opportunities.

24.7 Employees who are required by the City to appear on behalf of the City at a court hearing will be compensated with time and one-half pay for the off-duty hours spent in pre-trial and trial proceedings. The Chief may, at his/her discretion, approve additional compensation for travel time as s/he deems appropriate.

24.8 In the event an employee believes s/he has been improperly bypassed for an overtime opportunity, and said employee followed the policy for making themselves eligible for said overtime, the employee shall notify the Department of the error within thirty (30) calendar days. If the Department finds that the employee has been improperly bypassed, the employee shall be placed on a "bypass list" maintained by the Department, in which the employee has the discretion to choose an overtime shift of their choice for a period of thirty (30) days. Thereafter, the employee shall have no other remedy, except in situations where the Department has acted in an arbitrary and capricious manner.

25. SALARIES:

25.1.1 Upon the execution of this agreement by all parties, the pay plans (Appendix B-1, B-2, B-3 and B-4) will be adjusted as follows:

Year 1 – 1.0% increase retroactive to January 1, 2012

Year 2 – 1.5% increase effective January 6, 2013

25.1.2 The following positions shall receive additional specialty compensation as outlined below:

Fire Education Officer)	
(not NFPA certified))	
House Captains)	
(excluding Air Rescue and))	
Fire Boat –effective 1/4/09))	
Island Liaison Officer)	
Neighborhood Liaison Officer)	\$25.00/wk
EMS Field Trainer Officer)	
(during periods of training))	
Fire Investigator (one (1) per)	
shift, effective 7/5/09))	
Fire Education Officer)	
(NFPA 1035 certification or)	
similar certification approved)	
by Fire Chief))	\$50.00/wk
Fire Prevention Officer)	
Training Officer)	
(EMS and Fire Suppression))	

Certified Fire Officers – 1% increase in pay, effective July 5, 2009. To obtain this designation an individual must either (1) successfully complete the Portland Fire Departments Company Officer Certificate Program, or (2) provide documentation as having obtained Fire Officer I & II certification from Maine Fire Training and Education and be an officer in the Portland Fire Department.

25.2.1 Personnel who bid to Fireboat or Air Rescue vacancies, or who are assigned there by the Chief or designated for coverage, will receive the following compensation. There shall not be more than six (6) employees per platoon who may receive the Fire Boat stipend, and not more than eight (8) employees per platoon who may receive the Air Rescue stipend.

This compensation is the same for all ranks and is based on continuous service in a given specialty.

Air Rescue (Effective 1-4-09):

Upon receiving certification to perform specialty and for duration of the first two(2)years of assignment based on date of assignment or bid - \$20.00 per week.

After completion of the second year of assignment or bid - \$40.00 per week.

Fire Boat (Effective 1/4/09):

Employees designated as Deck Hands will receive \$20.00 per week for the first two years of assignment; except that any employee who has a deck hand designation on or prior to the execution date of this contract shall remain at their current stipend level or \$20.00 per week, whichever is greater.

All employees must obtain an engineer designation within six (6) months or shall lose their designation; except that any employee who has the Deck Hand designation on or prior to the date of the execution of this contract must obtain an engineer designation within one (1) year or shall lose their deck hand designation.

After completion of second year of assignment and obtaining both the engineer and the pilot's designation, \$40.00 per week.

Any employee assigned to the Fire Boat who obtains both the engineer and the pilot designation shall receive the \$40.00 per week stipend immediately upon receiving the pilot certificate.

Upon contract execution employees who bid to either the Fireboat or Air Rescue are required to remain in that specialty for at least four (4) years. Employees assigned by the Chief to either the Fireboat or Air Rescue are required to remain in that specialty for two years. Employees with less than four (4) years, but more than two (2) years, who may be assigned to Air Rescue or Fire Boat will retain their bidding rights upon their four (4) year anniversary in the Department. Stipends shall immediately cease if an employee's designation is removed by the Chief.

25.2.1.1 Upon the execution of this agreement by all parties, personnel who have permanently bid to an ambulance

position or who have requested, by letter, to be placed into a vacant ambulance position and have been granted that written request will receive a weekly stipend as follows:

Paramedics - \$60.00 per week

Intermediates - \$20.00 per week

25.2.2 The additional specialty compensation shall be added to the employee's weekly compensation and shall be added into the calculation of the employee's overtime rate only when the employee is performing the specialty functions in an overtime situation.

25.2.3 Personnel who hold an up-to-date EMT-Basic licensure will be paid a \$15.00 per week stipend, which will be increased by \$7.50 per week effective January 4, 2009, and added to base pay as delineated in Appendix B-2. The employee's failure to recertify their license prior to expiration will result in immediate cessation of stipend payments.

25.2.4 Personnel who hold an up-to-date EMT-Intermediate licensure will be paid a \$20.00 per week stipend, which will be increased by \$15.00 per week effective January 4, 2009, and added to base pay as delineated in Appendix B-3. This stipend is in place of, not in addition to, the EMT-Basic stipend outlined herein. The employee's failure to recertify their license prior to expiration will result in immediate cessation of stipend payments.

25.2.5 Personnel holding an up-to-date EMT-Paramedic licensure will be paid a \$35.00 per week stipend, which will be increased by \$20.00 per week, effective January 4, 2009, and added to base pay - as delineated in Appendix B-4. This stipend is in place of, not in addition to, the stipends for EMT-Basic and EMT-Intermediate outlined herein. The employee's failure to recertify their license prior to expiration will result in immediate cessation of stipend payments.

25.2.5.1 ALS Licensure: The Department will provide classes leading to re-licensure of ALS providers. Classes leading to initial licensure may be provided at the City's discretion. In the event the Department approves such licensure training by an outside entity, the Department will reimburse the tuition upon the employee's successful licensure by the State of Maine.

25.2.6 Hazardous Materials (Effective 1/4/09): Employees designated by the Chief to perform as a Specialty Technician or who have obtained a

Hazardous Materials certification at the Technician level in writing as approved by the Chief (or his/her designee) and who are functioning as a member of the City Hazardous Materials Resource Team will receive a \$25.00 per week stipend as long as they maintain the specialty certification requirements as determined by the Chief. This stipend is funded with non-City funds; continuation of this stipend beyond the execution of this agreement may depend on the continued availability of non-City funds. Certification and re-certification requirements of these positions will be funded by the City.

- 25.3 Higher Pay for Higher Classification Work: Any employee who is assigned to perform the duties and exercise the functions normally performed and exercised by an employee of higher rank shall be compensated at the rate of pay of a junior grade of that higher rank, as the case may be, provided the assignment is for a full shift. For the purpose of this Article, shift is defined as one day or one night.
- 25.4 The City agrees to compensate off-duty employees for attendance at staff meetings required and posted by the Department Head or designee.
- 25.5 All employees hired after the date of execution of this Agreement shall be paid by direct deposit to a financial institution designated by the employee during their employment with the City.
- 25.6 After the execution of this Agreement, individuals laterally transferring into the Department as new Departmental employees may be placed at Step 3 of the then-existing pay scale, provided that they have at least three (3) years of full-time experience with another career fire department or career ALS provider. Notwithstanding this provision, any such individual shall not bypass any existing employee in seniority within the Department, nor shall they advance to the next pay step for a period of five (5) years from their date of hire with the Department.

26. HOURS:

- 26.1 The work cycle shall average not more than forty-two (42) hours per week. Work week sub-cycle shall be: 24 hours on, 24 hours off, 24 hours on, five (5) days off.
- 26.2 The work week and work cycle of the Fire Prevention and Training personnel shall be continued as 40 hours per week.

- 26.3 The City may change work cycles at any time during the term of this Agreement to cope with emergency situations, but may not increase the average number of duty hours per week.

27. LICENSE REQUIREMENTS:

- 27.1 It shall continue to be the City's policy to require that employees have and maintain a valid Maine Motor Vehicle Operator's License. The City will periodically verify that all employees possess such a license. Employees who suffer a loss of license shall be subject to the provisions of Article 20 - Disciplinary Procedure of this Agreement. For the first loss of license, the Chief shall provide full-time work at full pay, if work in the employee's classification is available, except for mitigating circumstances. The Chief may also require the affected employee to participate in the Employee Assistance Program. In any such case, a record shall be kept in the employee's personnel file. In the case of a second loss of license, the City shall use progressive discipline including the option to suspend or discharge the employee.
- 27.2 It is further understood that any employee whose license has been suspended or revoked shall immediately petition the Secretary of State for a provisional or restricted license to drive emergency vehicles if such license is available under Maine law. Said employee shall satisfy any and all requirements specified by the Secretary of State for issuance of a provisional or restricted license and the cost of any programs specified by the Secretary, if any, shall be borne by the employee.
- 27.3 The Union also agrees that any duties requiring said employee to operate a motor vehicle shall be prohibited as to that employee, until the employee has acquired a valid motor vehicle operator's license or permit, and that such duty shall be assigned to other employees.
- 27.4 Any disputes pertaining to discipline imposed under this Article shall be resolved through the grievance procedures contained in this Agreement.
- 27.5 All personnel are individually responsible for the timely renewal and/or maintenance of their EMS license and are prohibited from reporting to work without said license. Failure to renew or to maintain a license may be subject to disciplinary action up to and including termination. However, instances of suspension or loss of license pending a formal hearing that arise out of the good-faith performance of authorized duties for the City of Portland will result in the affected employee(s) being placed on paid administrative leave pending the result of said formal hearing.

27.5.1 Upon execution of this contract, employees hired after January 1, 2007, will be required to maintain their current ALS (Emergency Medical Technician-Intermediate or Paramedic) licensure during their employment with the City as a condition of employment. The Chief or designee at their discretion may waive this requirement. However, the City will not discipline any employee for failing to maintain a licensure until the employee has exhausted all due process rights afforded by law or contract. Once the City has ninety (90) ALS providers, of which sixty (60) shall be paramedics, ALS providers may relinquish their licensure with no penalties. This relinquishment right may not be exercised any time the number of ALS providers falls below the 90ALS/60 Paramedic level set forth herein.

Employees hired before January 1, 2007, do not have any requirement to maintain any licensure. However, in the event that an employee hired before January 1, 2007 obtained their ALS license EMT-I or EMT-P after January 1, 2007 and with the support of the City, they cannot forfeit that license for two (2) complete licensure cycles after receiving said license from the State of Maine.

27.6 The City will continue to provide fifteen dollars (\$15.00) for registration with the National Registry of Emergency Medical Technicians for EMS personnel.

27.7 The City will reimburse employees for the fee that the State charges for the background check associated with the renewal of EMS licenses. That fee was effective with October 2003 license renewals.

28. TIME OFF WHILE PERFORMING UNION DUTIES:

28.1 The President of the Union shall be allowed time off for official Union business with the City, with pay, and without the requirement to make up said time. Other Officers of the Union 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 manpower available to cover for said employee as determined by the Chief of the Fire Department.

28.2 The President, Vice-Presidents, and the Secretary/Treasurer of the Union shall be allowed time off, with pay, to attend regular monthly or special

meetings of the Union. Said officers of the Union or National Delegate Meetings of the International Association of Firefighter, AFL-CIO. No time off or leave of absence shall be permitted under this paragraph unless the Chief determines there is sufficient manpower available for normal Departmental operations. Officers attending Regional or National Delegate meetings of the International Association shall be permitted to furnish substitute employees without reference to the limitation in Article 16 hereof.

29. STRIKES, SLOWDOWNS, AND LOCKOUTS PROHIBITED:

29.1 Employees shall have no right to engage in any work stoppage, slowdown, or strike. The City agrees that there shall be no lock-out of employees during the term of this Agreement.

30. RESPONSE TIME:

30.1 Residency within the territorial limits of the City of Portland shall not be a condition of employment; however, in order to safeguard the health, safety, and welfare of Portland citizens, the Chief has the authority to promulgate a Department Rule and Regulation establishing a required "response time" for employees; however, prior to promulgating such a rule, the Chief will consult with the Executive Board of the Union. Employees hired prior to November 3, 1978, shall not be subject to said response time requirement.

30.2 Within five (5) working days of the date of promulgation of the rule, the Union may appeal the rule to a single arbitrator on the sole issue of whether or not the rule is reasonable. The selection of the arbitrator and the rules of the arbitration shall be the same as those provided in Article 19, Grievance Procedure. The arbitrator's decision shall be final and binding upon the parties.

30.3 The Union agrees to reopen this contract upon request by the City to negotiate a stand-by provision for employees. The negotiations shall be conducted in accordance with the provisions, rules, and procedures of the Maine Labor Relations Board.

31. PHYSICAL FITNESS:

- 31.1 The parties hereby recognize that the physical fitness of employees vitally affects the efficient, safe and productive operation of the Department and the quality of fire services provided to the public.
- 31.2 The Physical Fitness Rule promulgated by the Chief as amended is incorporated herein as Appendix D. Reasonable provision shall be made for any known physical disability of an employee by offering alternative tests or by permitting extensions of time for taking such tests as defined in Appendix D.
- 31.3 The City may require an employee to have a physical examination if the employee elects to exercise the 2% retirement option by continuing to work beyond twenty or twenty- five years of service. The City shall pay up to \$75 for the cost of such a physical. The City agrees that the requirements for a physical examination will not be exercised in a discriminatory manner.
- 31.4 The City shall provide \$75.00 annually to each employee who is subject to the provisions of Appendix D. This payment is to be used for a physical examination and/or to maintain their level of physical fitness to perform the normal duties of their position. In no case shall the city be obligated under this article to spend more than \$75.00 per eligible employee per year. Payment of the \$75.00 shall be made as soon as possible after the beginning of each fiscal year, but not later than 30 days after the beginning other the new fiscal year.

32. SAFETY COMMITTEE:

- 32.1 The Safety Committee shall function to establish and review safety procedures in the Fire Department, and will make advisory recommendations to the Fire Chief. The Committee shall meet on a regular basis, monthly meetings shall be the norm. Either party may request a special meeting in addition to the monthly meetings. The Fire Chief shall respond to all recommendations from the Safety Committee within thirty (30) days and the Union shall respond to all requests from the Fire Chief within thirty (30) days.
 - 32.1.1 The Union will appoint labor representatives and alternates to serve on this Committee. The Risk Manager or designee shall provide technical assistance to the Committee. The Risk Manager or designee shall hold the tie-breaking vote regarding advisory

recommendations to the Fire Chief.

32.1.2 All recommendations by the Committee which the Chief agrees to implement shall be implemented, if possible, within sixty (60) days of the recommendation.

32.1.3 In the event that a recommendation is made by the Committee and is not implemented by the Department, the Chief shall give his/her reasons in writing to the Union within ten (10) days of the date of his decision as to why s/he is not implementing the recommendation.

32.2 All employees shall follow safety standards while on duty for the City. This shall include, but not be limited to: The wearing and use of safety equipment; i.e.,... "personal protective equipment" such as head protection, eye and face protection, self-contained breathing apparatus, foot protection, or any other equipment provided or furnished in any way by the City. When the Chief adopts new safety equipment not currently in use, either with or without the recommendation of the Safety Committee, the Union and the Chief shall meet to determine, by mutual agreement, the quality of the equipment to be purchased and the procedures for its use and implementation.

32.3 The employees shall observe all safety rules and regulations established and posted by the City.

33. NO DISCRIMINATION BY PARTIES:

33.1 The parties to this Agreement agree that they shall not discriminate against any employee because of race, color, religion, sex, sexual orientation, national origin, age, physical or mental disability.

34. TRAINING:

34.1 When an employee is assigned by the Chief to attend the National Fire Academy or similar related training their work schedule shall be adjusted by the Chief. The employee shall receive one-fifth (1/5) of his/her base weekly salary for each day of training. The City reserves the right to cancel the employee's attendance at the training if overtime is required to cover the employee's absence.

- 34.2 Employees who provide instruction to other departmental employees will receive time and one-half pay for doing so during off-duty hours. Such training will be scheduled during the employee's off-duty hours whenever possible.
- 34.2.1 Employees who attend training with the intent to convey information to the Department shall receive their regular pay if they attend such training during regular scheduled hours. They will not be compensated for off-duty hours spent at such training. Following their attendance at such training they will be expected to train other Departmental employees on the subject. This training will be done during off-duty hours whenever possible. The employee must provide training to all Department employees on the subject at least one time and, thereafter, may withdraw as an instructor by providing the Chief with at least a sixty (60) day notice of withdrawal.
- 34.3 When the City requires training for departmental personnel, the City agrees the training will be provided on-duty whenever possible. When employees attend required training during off-duty hours, they will receive straight time pay for the hours spent in the training, except as (1) provided below in 34.4.1, or (2) when the Chief or his/her designee mandates that such training take place off-duty, in which case the employee shall receive time and one-half pay for such training, and the City will pay the tuition.
- 34.3.1 When funds are made available to the department through a grant or other outside non-City funding source and the funding source provides funds sufficient to pay employees overtime for attending or delivering specific training, employees will receive overtime pay for off-duty hours spent in such training as provided for by the outside funding source. The definition of outside funding source does not include sources from which revenues are generated to fund departmental operating costs.
- 34.3.2 Non-cross trained EMS Paramedics will receive a 15% premium in addition to their regular hourly rate for all off-duty training that is required by the City.
- 34.4 Employees who volunteer to attend training or ask for approval to attend training of interest to them will normally do so during off-duty hours and without compensation for time spent in the training. As City resources allow the Chief may authorize tuition and meal expenses in accordance with City and Departmental policy.

34.5 Air Rescue personnel are required to attend FAA mandated training. Payment for such training will be as follows:

34.5.1 Persons who attend this training during their regularly scheduled work day will receive their regular pay.

34.5.2 For training locations in New England, persons who would normally be off-duty will receive time and one-half time pay for training for the actual hours spent in training and travel between Air Rescue and the training site. Employees shall not be paid for time for travel of less than fifty (50) miles one way from Central Station. Persons who would normally be off-duty and report to Air Rescue but are not sent to the training will receive three (3) hours of pay at straight time.

34.5.3 For training locations in New England, persons who are scheduled to work will receive their regular pay and are not eligible for compensation for travel time.

34.5.4 For training locations that require air travel, employees will receive up to sixteen (16) hours travel time at their straight time hourly rate as determined by the Fire Chief. Necessary work schedules changes will be handled in accordance with 34.1.

35. COPIES OF AGREEMENT:

35.1 The City agrees to provide the Union with 250 copies of the executed collective bargaining agreement. The Union agrees to provide each member of the bargaining unit a copy of the executed agreement.

36. LABOR-MANAGEMENT COMMITTEE:

36.1 Joint labor-management committees will be convened to address the following issues: (1) wellness, (2) Fireboat training and certification process (3) Accident Review. These committees are advisory to the Chief and are composed of up to four (4) labor representatives appointed by the Union and up to four (4) management representatives. These committees are in addition to other committees established by the contract (such as, but not limited to, Safety and Clothing).

37. NON CROSS TRAINED PARAMEDIC INDEX:

The City and Local 740 agree that, with respect to the collective bargaining agreement, the provisions set forth herein in this Article 37 apply solely to the non crossed trained paramedic and no one else, unless specifically agreed to by both parties in the final executed collective bargaining agreement:

The following provisions shall apply to the non cross trained paramedic:

ARTICLE 6: ON THE JOB INJURIES

Employees who are injured on the job while performing, and as a result of extra-hazardous duties shall receive in addition to compensation paid or payable, under the Workers' Compensation Act, an amount sufficient to bring them up to full salary while any incapacity exists or until the employee is placed on disability retirement, returned to active duty, or he resigns or is terminated for just cause. Notwithstanding the foregoing, full extra-hazardous pay shall be paid no more than three (3) years from the date of injury. EMS non cross trained personnel will be covered by this provision when they are assisting Fire Suppression personnel with Fire suppression activities.

ARTICLE 9: TRANSFERS

Except as provided in Article 25.2.2, employees are eligible for transfers under this Article after the initial four (4) year period and seniority hereunder is defined as time in rank.

Except as provided in Article 25.2.2, Firefighters and Firefighter/Paramedics are eligible for transfers under this Article after the initial four (4) year period and seniority hereunder is defined as time in rank. Paramedics can transfer platoons within rank within the EMS Division after the initial four (4) year period.

ARTICLE 11: PENSIONS

The City shall continue to participate in the Maine Public Employees Retirement System Regular Plan for permanent Paramedics hired prior to January 1, 1997 pursuant to the Consolidated Plan, Chapter 803, Sec. 7, Paragraph A (Regular Benefit Plan A). The Regular Benefit Plan A provides a retirement benefit of one-half of average compensation after 25 years of creditable service and upon attainment of age 60. The City further agrees to continue to participate in the cost of pension payments under the options currently in effect. The pension options shall provide for the (1) so-called high three-year "Average Final Compensation", and (2) years of service over the 50th's denominator, and (3) the minimum pension of \$100 per month for ten (10) years of service, and said options and benefits there under shall be afforded employees covered by this Section.

ARTICLE 12: PERSONNEL REDUCTIONS AND SENIORITY

For employees who have changed Divisions (EMS/Fire Suppression) during their service with the Fire Department, seniority shall be based on total time in Division.

ARTICLE 23: HOLIDAYS

The holiday pay calculation for Paramedics will include a 15% premium in addition to the employee's straight time hour rate.

ARTICLE 24: OVERTIME

The hourly rate of overtime pay for Fire Prevention and Training personnel shall be equivalent to one fortieth (1/40) of the employee's weekly salary. The hourly rate of overtime pay for Paramedics who are not certified by the Fire Chief as Firefighter cross-trained shall be equivalent to one fortieth (1/40) of the employee's weekly salary.

Paramedics who work in excess of forty (40) hours per week will be compensated at one and one-half (1-1/2) times their total hourly rate.

For the purposes of the calculation of overtime "hours worked" shall mean only the following:

Hours actually worked for and paid by the City of Portland.

Hours compensated for by holiday compensatory time off.

Hours compensated for by vacation pay.

Hours compensated for by bereavement leave pay.

Hours spent in required training.

Non-cross trained personnel will be compensated with three (3) hours of straight time pay or time and one-half pay for the actual off-duty hours spent in trial and pre-trial proceedings, whichever is greater.

For the purpose of the calculation of overtime, "hours worked" shall not include:

Hours compensated for by sick leave.

Hours compensated for by reserve service leave or military special duties.

Hours compensated for by jury/witness pay.

Hours compensated for by "extra-hazardous injury" pay.

Hours compensated for by Worker's Compensation.

Hours compensated for by funeral leave.

Hours compensated for by special details.

Non-cross trained EMS personnel will continue to have their pay calculated on actual hours worked, in accordance with definitions listed above, during the work weeks that include a (daylight savings) time change.

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.

For hours worked outside the non-cross trained employee's regular schedule in addition to overtime pay as defined in Article 24.4.4, the employee will receive a fifteen percent (15%) premium for working outside their shift.

Fire Suppression and EMS cross-trained personnel who are required by the City to appear on behalf of the City at a court hearing will be compensated with time and one-half pay for the off-duty hours spent in pre-trial and trial proceedings. The Chief may, at his/her discretion, approve additional compensation for travel time as s/he deems appropriate. Non-cross trained personnel will be compensated with three (3) hours of straight time pay or time and one-half pay for the actual off-duty hours spent in trial and pre-trial proceedings, whichever is greater.

ARTICLE 34: TRAINING

Non-cross trained EMS Paramedics will receive a 15% premium in addition to their regular hourly rate for all off-duty training that is required by the City.

38. TERM:

38.1 This Agreement shall govern the rights of the parties from January 1, 2012 until and including December 31, 2013. The execution of this Agreement shall serve as the required 120 day notice to negotiate a successor Collective Bargaining Agreement in accordance with 26 M.R.S.A. 965. This Agreement may be amended at any time by mutual agreement. Except as otherwise provided herein, the parties agree that this contract, in all respects, shall continue after its expiration date provided two conditions are met:

38.1.1 That good faith negotiations are proceeding between the parties and continue to proceed after December 31, 2013.

38.1.2 That each party abides by any and all terms and conditions of this Agreement.

IN WITNESS WHEREOF, the CITY has caused this Agreement to be executed and its corporate seal to be affixed by Joseph E. Gray, Jr., its City Manager, thereunto duly authorized, and the UNION has caused this Agreement to be executed by John Brooks, its President, thereunto duly authorized, as of the day and year first written above.

WITNESS:

Mark H. Rees
City Manager
City of Portland

Date

John Brooks, President
Local 740

APPENDIX A

EMPLOYEE VOLUNTARY DEDUCTION FORM

Employee Name(Print, last name first)

Social Security Number

Code

*Amount

*All amounts are replacement figures only

Add/Change/Delete

Pay Date Effective

Signature _____

PAYROLL ADDING/CHANGING/DELETING

Code	Description
PH	403(B) SRA-LIBRARY
I4	MMEHT IP-LIBRARY
UA	LIBRARY UNION DUES FT
UR	LIBRARY PROF FT DUES
UB	LIBRARY UNION DUES PT
US	LIBRARY PROF PT DUES
C2	LIBRARY ANNUAL FUND
C3	LIBRARY PARKING FEE
UC	PRO-TECH UNION DUES
UD	PRO-TECH FAIR SHARE
UK	PBA UNION DUES
UL	SOA UNION DUES
UM	IAFF DUES FIRE/MEDCU
UN	IAFF DUES-COMMUNICATIONS
UO	IAFF DUES-COMM FAIR SHARE
IA	IAFF COLONIAL INSURANCE
IB	PPA INSURANCE
D1	PUBLIC SAFETY DENTAL-SINGLE
D2	PUBLIC SAFETY DENTAL-DEP
RE	REAL ESTATE TAXES

HUMAN RESOURCES DELETING

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

APPENDIX B-1

CLASSIFICATION AND PAY PLAN

	<u>Effective</u> <u>7/3/2011</u>	<u>Effective</u> <u>1/1/2012</u>	<u>Effective</u> <u>1/6/2013</u>
<u>Firefighter</u>			
0-6 mos	\$584.64	\$590.49	\$599.35
6 mos-1 yr	\$607.32	\$613.39	\$622.59
1-3 Yrs	\$642.18	\$648.60	\$658.33
3-5 Yrs	\$774.48	\$782.22	\$793.95
5-8 Yrs	\$806.82	\$814.89	\$827.11
8-15 Yrs	\$865.62	\$874.28	\$887.39
15-20 Yrs	\$883.68	\$892.52	\$905.91
20+ Yrs	\$910.56	\$919.67	\$933.47
<u>Lieutenant</u>			
0-1 Yrs	\$910.56	\$919.67	\$933.47
1-2 Yrs	\$939.12	\$948.51	\$962.74
2-5 Yrs	\$965.58	\$975.24	\$989.87
5+ Yrs	\$994.14	\$1,004.08	\$1,019.14
<u>Captain</u>			
0-1 Yrs	\$986.58	\$996.45	\$1,011.40
1-2 Yrs	\$1,015.98	\$1,026.14	\$1,041.53
2-5 Yrs	\$1,045.80	\$1,056.26	\$1,072.10
5+ Yrs	\$1,076.88	\$1,087.65	\$1,103.96

Note: Officer step movement is based on time in grade, not time in Department.
Employees promoted to a higher classification will be placed at the 0-1 year step
or the step that ensures a 3% increase for the employee at the time of promotion.

APPENDIX B-2

CLASSIFICATION AND PAY PLAN

	<u>Effective</u> <u>7/3/2011</u>	<u>Effective</u> <u>1/1/2012</u>	<u>Effective</u> <u>1/6/2013</u>
<u>Firefighter/EMT-B</u>			
0-6 mos	\$607.74	\$613.82	\$623.03
6 mos-1 yr	\$630.84	\$637.15	\$646.71
1-3 Yrs	\$666.12	\$672.78	\$682.87
3-5 Yrs	\$797.58	\$805.56	\$817.64
5-8 Yrs	\$829.92	\$838.22	\$850.79
8-15 Yrs	\$889.14	\$898.03	\$911.50
15-20 Yrs	\$907.20	\$916.27	\$930.01
20+ Yrs	\$933.66	\$943.00	\$957.15
<u>Lieutenant/EMT-B</u>			
0-1 Yrs	\$933.66	\$943.00	\$957.15
1-2 Yrs	\$962.22	\$971.84	\$986.42
2-5 Yrs	\$988.68	\$998.57	\$1,013.55
5+ Yrs	\$1,017.24	\$1,027.41	\$1,042.82
<u>Captain/EMT-B</u>			
0-1 Yrs	\$1,010.10	\$1,020.20	\$1,035.50
1-2 Yrs	\$1,039.08	\$1,049.47	\$1,065.21
2-5 Yrs	\$1,068.90	\$1,079.59	\$1,095.78
5+ Yrs	\$1,099.98	\$1,110.98	\$1,127.64

Note: Officer step movement is based on time in grade, not time in Department.
Employees promoted to a higher classification will be placed at the 0-1 year step
or the step that ensures a 3% increase for the employee at the time of promotion.

APPENDIX B-3

CLASSIFICATION AND PAY PLAN

	<u>Effective</u> <u>7/3/2011</u>	<u>Effective</u> <u>1/1/2012</u>	<u>Effective</u> <u>1/6/2013</u>
<u>Firefighter/EMT-I</u>			
0-6 mos	\$620.76	\$626.97	\$636.37
6 mos-1 yr	\$643.44	\$649.87	\$659.62
1-3 Yrs	\$678.72	\$685.51	\$695.79
3-5 Yrs	\$810.60	\$818.71	\$830.99
5-8 Yrs	\$842.94	\$851.37	\$864.14
8-15 Yrs	\$901.74	\$910.76	\$924.42
15-20 Yrs	\$919.80	\$929.00	\$942.94
20+ Yrs	\$946.68	\$956.15	\$970.49
<u>Lieutenant/EMT-I</u>			
0-1 Yrs	\$946.68	\$956.15	\$970.49
1-2 Yrs	\$975.24	\$984.99	\$999.76
2-5 Yrs	\$1,001.70	\$1,011.72	\$1,026.90
5+ Yrs	\$1,030.26	\$1,040.56	\$1,056.17
<u>Captain/EMT-I</u>			
0-1 Yrs	\$1,022.70	\$1,032.93	\$1,048.42
1-2 Yrs	\$1,052.10	\$1,062.62	\$1,078.56
2-5 Yrs	\$1,081.92	\$1,092.74	\$1,109.13
5+ Yrs	\$1,113.00	\$1,124.13	\$1,140.99

Note: Officer step movement is based on time in grade, not time in Department.
Employees promoted to a higher classification will be placed at the 0-1 year step
or the step that ensures a 3% increase for the employee at the time of promotion.

APPENDIX B-4

CLASSIFICATION AND PAY PLAN

	<u>Effective</u> <u>7/3/2011</u>	<u>Effective</u> <u>1/1/2012</u>	<u>Effective</u> <u>1/6/2013</u>
<u>Firefighter/EMT-P</u>			
0-6 mos	\$640.92	\$647.33	\$657.04
6 mos-1 yr	\$664.02	\$670.66	\$680.72
1-3 Yrs	\$699.30	\$706.29	\$716.88
3-5 Yrs	\$830.76	\$839.07	\$851.66
5-8 Yrs	\$863.10	\$871.73	\$884.81
8-15 Yrs	\$922.32	\$931.54	\$945.51
15-20 Yrs	\$940.38	\$949.78	\$964.03
20+ Yrs	\$966.84	\$976.51	\$991.16
<u>Lieutenant/EMT-P</u>			
0-1 Yrs	\$966.84	\$976.51	\$991.16
1-2 Yrs	\$995.40	\$1,005.35	\$1,020.43
2-5 Yrs	\$1,021.86	\$1,032.08	\$1,047.56
5+ Yrs	\$1,050.42	\$1,060.92	\$1,076.83
<u>Captain/EMT-P</u>			
0-1 Yrs	\$1,043.28	\$1,053.71	\$1,069.52
1-2 Yrs	\$1,072.26	\$1,082.98	\$1,099.22
2-5 Yrs	\$1,102.08	\$1,113.10	\$1,129.80
5+ Yrs	\$1,133.16	\$1,144.49	\$1,161.66

Note: Officer step movement is based on time in grade, not time in Department.
Employees promoted to a higher classification will be placed at the 0-1 year step
or the step that ensures a 3% increase for the employee at the time of promotion.

APPENDIX B-5

DEFINITIONS OF EMPLOYMENT

- I. **Permanent Employees** are employees who are appointed to a permanently budgeted position and have completed any required probationary period for such position. Permanent employees are represented by the Union after completing six (6) months of permanent employment as a Firefighter.

- II. **Temporary employees** are non-permanent employees who are regularly scheduled to work a standard work week or less, for a definite, limited period of time, usually not to exceed six (6) months, and who are appointed to replace an employee on leave of absence or at long-term training. Temporary employees will be hired from the current Civil Service eligible list and shall not work more than six (6) consecutive months, unless they are replacing a permanent employee on leave. In such cases, employees shall have an estimated termination date from the date of initial employment, but in no case shall such term exceed more than one (1) year except with the concurrence of the Union. Temporary employees are excluded from the bargaining unit for the duration of the temporary assignment.

APPENDIX C

For purposes of placing Benjamin Littlefield on the salary schedule, aggregate permanent City service will be used. This placement is effective on July 5, 1998.

Agreed to by:

City of Portland

Date

IAFF Local 740

Date

APPENDIX D

CITY OF PORTLAND FIRE DEPARTMENT

Rule for Physical Fitness Testing

Pursuant to Article 31 "Physical Fitness" of the Agreement between the City and Local 740 of the International Association of Firefighters, the following shall govern physical fitness testing of all employees:

1. INTENT

- 1.1. In accordance with 31.1 of the collective bargaining agreement, it is the stated intent of the parties that physical fitness of the employees vitally affects the efficient, safe and productive operation of the fire department and the quality of fire and emergency medical services provided to the public. Furthermore, it is the stated intent of the parties that the implementation of this fire physical fitness program is to encourage and improve the physical fitness of the bargaining unit by improving the fitness result of the affected firefighters, thus causing a reduction in health care risk to the employee.

2. TESTING AND EVALUATION; PHYSICIAN'S CONSENT

- 2.1. Each employee will be required to annually undergo a physical fitness testing and evaluation. The test and evaluation shall be conducted by a qualified person.
- 2.2. If an employee schedules his/her own physical, he/she is responsible for obtaining it during off-duty hours and in a timely manner to permit testing within the testing schedule. Off-duty time spent in obtaining a physical will not be considered hours worked for overtime purposes and will not be compensated.

3. TESTING EXPENSES AND SCHEDULING

- 3.1. All testing and evaluation under this rule will be done at the City's cost and will be scheduled during employee working hours. In the event that an employee is unable to be tested at his/her regularly scheduled time due to vacation, sick or other leave, an alternative test time will be arranged. The alternative test time will coincide with the employee's work schedule where possible; however, testing which is done during off-duty

hours because of the employee's unavailability due to sick or other leave will be compensated. Testing will not be done while the employee is on vacation time.

4. AREAS OF TESTING; EVALUATION

- 4.1. The City will test and evaluate each employee in the following areas:
 - A. Cardiovascular Endurance;
 - B. Muscular Strength and Endurance;
 - C. Flexibility.
- 4.2 Each employee will be given an analysis of his/her test results, an exercise prescription, and will be individually counseled as to particular areas of weakness or strength. A copy of the report shall be provided to the department.
- 4.3 Each employee must meet or exceed each of the following levels of fitness:

A. Cardiovascular

The cardiovascular evaluation consists of a 3-minute step test. It is performed by stepping up and down on a 12-inch bench at 96 beats per minute for 3 minutes. Pulse is counted for one minute immediately following to determine the score. A passing grade is as follows:

<u>STEP TEST</u>	<u>RANGE</u>	<u>Men</u>	<u>Women</u>
Acceptable		103-119	106-117
Range	all ages		

B. Muscular Strength and Endurance

- (1) Employees are required to perform either the bench press test or the pushups. They will be evaluated (pass/fail) on the test they choose.
 - (a) Bench Press Test

This test is determined by pressing a 35 lb. barbell for women and an 80 lb. barbell for men. The number of repetitions for a passing grade is as follows:

	<u>BENCH PRESS TEST</u>	<u>Men</u>	<u>Women</u>
Ages:	18-25	22	21
	26-35	21	18
	36-45	18	14
	46-55	13	12
	56-65	10	10

(b) **Push-Ups**

All employees must perform a minimum of twenty (20) push-ups.

(2) **One-Minute Sit-Ups**

All employees must perform this test.

This test is performed with bent knees and feet held. Crunches are done to prevent back strain. The score is obtained by the number of successful sit-ups done in one minute. Passing grades are as follows:

	<u>ONE MINUTE SIT-UP TEST</u>	<u>Men</u>	<u>Women</u>
Ages:	18-25	38	32
	26-35	35	25
	36-45	29	20
	46-55	24	14
	56-65	18	11

C. **Flexibility**

Sitting with knees slightly bent, reach forward using a flexometer. Three tries are allowed to successfully meet the following passing grades:

	<u>FLEXIBILITY TEST</u>	<u>Men</u>	<u>Women</u>
Ages:	18-25	16	19
	26-35	16	18
	36-45	15	17
	46-55	13	16
	56-65	11	15

5. REQUIREMENTS

- 5.1 Employees who fail to meet any one of the above fitness levels will not be disciplined for failure to pass but shall be required to participate diligently in an appropriate city-approved remedial fitness program until they are able to meet the fitness levels required. The department shall provide on-duty physical fitness training and remedial fitness programs for employees. Employees who have not passed any one of the required fitness levels as outlined above will be required to participate in the on-duty remedial fitness program provided by the City, and all others are strongly encouraged to participate in physical fitness training while on duty in order to maintain and improve their current fitness levels.
- 5.2 If an employee wishes to be re-tested prior to the City scheduled re-test to see if he/she meets the fitness level or levels failed, the employee may do so by requesting in writing to the Department that a re-test be scheduled. The Department shall attempt to schedule the re-test during the employee's on-duty hours, however, the department may require the employee to be re-tested during off-duty hours without any requirement to provide additional compensation to the employee. Subsequent to the re-test and if the employee fails any part, the employee shall have his/her remedial program adjusted, if warranted, based on the re-test results. If the employee passes all the fitness levels, he/she will not be required to participate in a remedial program.
- 5.3 Progressive discipline will be administered under this rule only if any employee does not diligently participate in the required remedial program after failing to meet a fitness level.
- 5.4 The Fire Department and other appropriate City representatives agree to develop and implement a remedial program or programs which employees can participate in while on duty at their duty station or at a City-approved location. Once developed the programs will be forwarded to the union for review and comment. In addition, a meeting shall be scheduled with the union to review the programs and receive union comments. Subsequent to the meeting, the City may revise the physical fitness programs.
- 5.5 Injuries received during physical fitness testing or while participating in a remedial program will be deemed to have arisen out of and in the course of employment for purpose of eligibility for Workers' Compensation benefits.

6. RETESTING

All employees will be re-tested by the City annually. Following the re-tests, the City will evaluate the test and retest results. A meeting shall be scheduled with the Union to discuss the results.

7. TEMPORARY OR PERMANENT DISABILITIES

Employees who have a short-term disability will be excused from testing until such time as a physician certifies that the employee is capable of being tested. For the purposes of this Article, short term is defined as up to six (6) months. In the event the employee returns to full duty without restrictions within six (6) months, they will be tested in accordance with Section 4 of this agreement within sixty (60) days of their return to work.

In the event of a long-term or permanent disability or a return to work from a short-term disability with restrictions, the timing and method of testing will be determined by the test administrator after consulting with the employee and physician.

In no circumstance will a member of the Fire Department who returned to full duty not be tested during each year of this agreement.

8. ACCESS TO INFORMATION

Each employee's physical fitness test and results shall be treated as a personnel record and shall not be released to the public pursuant to 30 M.R.S.A. 2257 (b).

Fire Chief
Portland Fire Department

Dated: _____

APPENDIX E

TRANSITIONAL WORK AGREEMENT

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

- 1) The date upon which the Employee sustained an injury is _____, 20 .

- 2) Pursuant to the City of Portland's Transitional Work Program, the Employee will return to work in a Transitional assignment on _____, 20 .

- 3) Attached is a copy of the Transitional Work Program of the City of Portland which the Employee has read and understood.

- 4) The parties agree that the term of this Transitional work agreement shall be 90 days, from the return to work date above to _____, 20 .

this _____ day of _____, 20 .

Employee

City of Portland

APPENDIX F

MEMORANDUM OF AGREEMENT

Up to four (4) employees who have obtained the necessary training and passed the agility test may be selected to function as support to the Police Department's Special Reaction Team. The duties will be to monitor the SRT members' vital functions and provide them with emergency medical treatment as necessary.

Employees will usually respond from off-duty status but may also respond from on-duty status. Employees will be provided with a beeper and will report to the Police Station or the scene, as directed by Police dispatch. Employees are not required to restrict their off-duty activities in any way. They will report to the designated location as soon as possible after being paged.

If responding from on-duty, the employee will not leave their assignment until a replacement arrives unless they are authorized to leave by the Deputy Chief. They will receive their regular pay for the duration of that shift and time and one-half for hours worked beyond their normal shift. Employees who respond from off-duty will be paid for those calls as follows: they will receive a minimum of four hours pay or time and one-half times actual hours worked, based on their current hourly rate of pay, whichever is greater. Actual hours worked begin when the employee reports to the designated location and ends when the assignment concludes at that location. Travel time between their home and the scene or Police station is not included in definition of actual hours worked.

Medical supplies will be provided by the Portland Fire Department. Police will make body armor available to MEDCU at the scene to be worn as instructed by the SRT Lieutenant.

Participants will participate in the Special Reaction Team's operational training. This occurs once per month for approximately six (6) hours. They will be paid per their contract for those hours spent in training.

This agreement will be in effect for the term of the 2012-2013 collective bargaining agreement.

Agreed to by:

City of Portland

Date

IAFF Local 740

Date

APPENDIX G

MEMORANDUM OF AGREEMENT

Emergency Transports

The parties mutually agree that the Emergency Transport Program will be staffed by off-duty personnel on a voluntary basis. The terms and conditions of employment of this program are outlined below:

1. Participation in this program is voluntary.
2. Participation in the Emergency Transport Program involves a time commitment of at least seventy-two (72) hours of on-call time per three (3) month period. Employees who volunteer to be on-call for this program will be provided with a pager and may be called upon to respond for either Transport program on days they volunteer to be on-call. They are expected to report to Central or designated station as close as possible to thirty (30) minutes within receiving a page.
3. A back-up team will be scheduled to be on-call for both the Emergency and Non-Emergency Transport programs. Employees eligible to sign up for this back-up team are (1) all employees who participate in the Emergency Transport Program and (2) those participants in the Non-Emergency Transport Program who possess a personal pager.

The primary Emergency Transport Team will be given priority for neonate calls, pediatric calls and backports and the scheduled NET team will be given priority for NET runs. The backup on-call team will be utilized to respond to either Emergency Transports or Non-Emergency Transports, depending upon the availability of the primary teams.

4. Two lists of volunteers will be maintained – (1) Local 740 bargaining unit personnel who possess up-to-date EMT certification, and (2) Non-bargaining unit members of the Fire Department who possess an up-to-date EMT certification. In the event that a shift cannot be filled from list #1, then (and only then) may an employee from list #2 be scheduled to work. Maine Medical Center may request specific team composition, for medical reasons, and we will attempt to accommodate these requests.

APPENDIX G (cont'd)

5. Upon contract execution, emergency transports assignments will be paid at the 20+ year Firefighter base with a minimum payment of four (4) hours. On calls that exceed four (4) hours, the employee will receive overtime on the 20+ year Firefighter base rate for the hours that exceed four (4). For the purpose of calculating pay, the assignment will begin when the employee reports to the designated work station and ends when the assignment terminates at the designated work station. Travel time is not included in calculation of the length of the assignment.

6. On-call employees who respond for one call may be sent on a second or third call before the call-in is terminated. If they are assigned to the second call following their return from the first call and prior to leaving the station, the second call will be treated as a continuation of the first call. It is possible, in rare instances when the only other response option is mutual aid, for additional call(s) to be a 911 call.

Either IAFF Local 740 or the City may terminate this agreement by giving the other party at least thirty (30) days notice.

Agreed to by:

City of Portland

Date

IAFF Local 740

Date

APPENDIX G-1

MEMORANDUM OF AGREEMENT

Non-Emergency Transports

The parties mutually agree that the Non-Emergency Transport Program will be staffed by off-duty personnel on a voluntary basis. The terms and conditions of this program are outlined below:

1. Participation in this program is voluntary.
2. Employees participating in the Non-Emergency Transport Program may be assigned to eight (8) hour scheduled shifts. When working an eight (8) hour scheduled shift, they will report to the Barron Center or designated station at the beginning of their shift. The City will not provide pagers to employees for participation in this program.
3. A back-up team will be scheduled to be on-call for both the Emergency and Non-Emergency Transport programs. Employees eligible to sign up for this back-up team are (1) employees who participate in the Emergency Transport Program and (2) those participants in the Non-Emergency Transport Program who possess a personal pager.

The primary Emergency Transport team will be given priority for neonate calls, pediatric calls and backports and the scheduled NET team will be given priority for NET runs. The back-up on-call team will be utilized to respond for either Emergency Transports or Non-Emergency Transports, depending upon the availability of the primary teams.

4. Two lists of volunteers will be maintained – (1) Local 740 Fire Suppression, EMS or Communications bargaining unit personnel who possess up-to-date EMT certification, and (2) Non-bargaining unit members of the Fire Department who possess an up-to-date EMT certification. In the event that a shift cannot be filled from list #1, then (and only then) may an employee from list #2 be scheduled to work. Maine Medical Center may request specific team composition, for medical reasons, and we will attempt to accommodate those requests.

Appendix G-1 (cont'd)

- 5. Upon contract execution non-emergency transport assignments will be paid at the 20+ year Firefighter base rate with a minimum payment of three (3) hours. On calls or scheduled shifts that exceed three (3) hours in length the employee will receive the 20+ year Firefighter base rate for the actual hours associated with the call; on these calls all hours will be paid at straight time. For the purpose of calculating pay, the assignment will begin when the employee reports to the designated work location and end when the assignment terminates at the designated location. Travel time is not included in calculation of the length of the special detail.

On-call employees who respond for one call may be sent on a second or third call before the call-in is terminated. If they are assigned the second call following their return from the first call and prior to leaving the station, the second call will be treated as a continuation of the first call. It is possible, in rare instances when the only other response option is mutual aid, for the additional call(s) to be a 911 call. NET team members assigned to 911 calls during their eight (8) hour shift will need to document such calls for payroll purposes and will be paid at the employee's regular overtime rate.

Either IAFF Local 740 or the City may terminate this agreement by giving the other party at least thirty (30) days notice.

Agreed to by:

City of Portland

Date

IAFF Local 740

Date

APPENDIX H

EMERGENCY MEDICAL SERVICES FIELD TRAINER GUIDELINES

General

The field trainer will be responsible for the training and supervision of the newly hired employee. The FTO will be assigned to the trainee for a period of six months. The FTO must be willing to transfer from one platoon to another and shall be designated through an interview process conducted by the supervisory staff. Existing personnel may be assigned to a rotating work schedule (not to exceed 42 hours) so that the newly hired Paramedic may complete his/her six month FTO program.

The following shall be minimum qualifications:

Be an employee of good standing for a period of at least three years.

Be willing to provide his/her services in a positive and constructive manner.

To act as an educator, facilitator of positive experiences and to give the Trainee opportunities to become more comfortable in his/her new position. Must be a role model for the delivery of emergency medicine.

To know and teach the Unit objectives, philosophy and operational procedures.

To review the state and regional protocols with the Trainee and assist him/her in obtaining proper certification as required.

To review the rules and operating procedures of the stations and the Unit with the Trainee. Any special regulations concerning the Trainees activities shall be covered.

To demonstrate the Unit's equipment, supplies, their location and operation to the Trainee.

To discuss with the Trainee at the beginning of shift the Trainee's experience and progress and any special learning needs.

Supervise the Trainee while they are performing their duties.

Evaluate the Trainee's performance by reviewing with the Trainee the history, diagnosis, complications and treatment of each patient as soon as possible following each call.

APPENDIX H (cont'd)

To report to the platoon Supervisor and the Deputy Chief responsible for EMS in writing each week summarizing the Trainee's progress and experiences, which will include strengths and specific recommendations for improvements.

To complete a monthly evaluation form to be reviewed by the platoon Supervisor and Deputy Chief responsible for EMS and to take necessary action as directed.

To be responsible for completing all necessary paperwork in a timely manner.

To confer with the Supervisor and Deputy Chief responsible for EMS in a formal setting with the Trainee to review his/her evaluations.

To notify the Supervisor immediately of marginal or unsafe performance and document this behavior on official report for submission to the Deputy Chief responsible for EMS.

In general, you will be responsible for teaching and evaluating the probationary employee and reporting and acting on direction from the supervisory staff so as to ensure that the Department receives the best employee possible upon completion of their probationary period.

Will perform any and all other FTO duties as directed or assigned by the Deputy Chief of EMS.

APPENDIX I

MEMORANDUM OF UNDERSTANDING

Notwithstanding the provisions of Article 22.1.7, the City will make every effort to provide up to two (2) Suppression Officers, one (1) EMS Officer and one (1) Air Rescue Officer to be on vacation per week per platoon. At the end of the twelve (1) month period starting on the execution date of this Agreement, the Union and the City will meet to determine whether this provision, in conjunction with Articles 16.1.3 and 16.1.5, will be modified.

One additional Officer position will be funded at Air Rescue. This position will be utilized to cover both Officer and Firefighter vacancies at Air Rescue as follows: first, to cover Officer vacations; second, to cover known Officer vacancies; third, to cover known Firefighter vacancies (not including scheduled vacations). In weeks where coverage cannot be determined in advance, the Pool Air Rescue Officer will identify his/her work schedule prior to completion of this current work week. Furthermore, in weeks where an Officer/Firefighter vacancy occurs on a portion of a given shift, said Air Rescue Officer shall have the option of determining the second 24-hour block. The employee in this position will "float" their schedule as necessary except that they will not be required to change platoons within a given work cycle. The Pool Officer will work an average of 42 hours per week over each eight (8) week period.

The EMS Captain position will be utilized to cover up to sixteen (16) weeks of scheduled EMS Officer vacations. They will "float" their schedule as necessary to provide this coverage except that they will not be required to change platoons within a given work cycle. They will work an average of 42 hours per week over each eight (8) week period.

Agreed to by:

City of Portland

Date

IAFF Local 740

Date

APPENDIX J

MEMORANDUM OF AGREEMENT – MARINE DIVISION

THIS Memorandum of Agreement made and entered into this ___ of _____, 20____ by and between the CITY OF PORTLAND hereinafter the "City", and Local 740, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, hereinafter the "Union".

This document is a result of Impact Bargaining between the City of Portland Maine and the Portland Professional Firefighters Local 740, JAFF, AFL-CIO regarding the change in working conditions within the Marine Division and for the re-assigned firefighter from the Marine Division to an Island.

As a result, the following shall take effect upon execution of this document. Said changes shall remain in effect until incorporated into the next collective bargaining agreement; the Fire Chief authorizes a third firefighter per platoon assigned to the Marine Division; or staffing levels change on the islands covered by Members of the Local 740 detailed to Peaks Island as a result of daily operations.

This stipend does not apply to call company members or full time Portland Firefighters who reside or function as firefighters in a paid on call capacity.

This document references only the firefighter detailed from the pool or Marine Division to the Island (Islands), the officers permanently assigned to the Marine Division and Fire Fighters trained as deckhands, engineers or pilots.

1. Whereas firefighters assigned to an Island have to function in a role that partially equates to an officer as they are required to make tactical decisions and administrative decisions and complete supervisory paperwork such as; truck and equipment checks, run reports, patient care reports, and property inspections with violations amongst other responsibilities.
 - a. As a result, a fire fighter detailed to the island shall be compensated an additional \$50.00 per week, applied only for hours worked on the island.

2. Whereas the removal of the "Deckhand" from the Marine Division to the island creates the potential for a lack of operational continuity and a safety issue, an additional position per platoon for a "Firefighter Deckhand" stipend will be created at Munjoy Hill Station only.
 - a. The position will first be offered by seniority to members of Engine I, then Ladder 1. If a Firefighter/Deckhand volunteer is not identified, then the least senior, regularly assigned firefighter, at Munjoy Hill Station shall be designated.

- b. If the designated firefighter is off duty, for any reason and the Marine Division staffing is at 2, another Marine Division qualified employee will be moved to Munjoy Hill Station.
 - c. Firefighter/deckhands will not be required to fulfill the pilot and engineer requirement outlined in the Collective Bargaining Agreement. However, if they choose they will be allowed to obtain the additional training and corresponding stipends.
 - d. The maximum stipend positions will be four per platoon. When the number of stipend positions returns to three, it shall remain at three. If at the execution of this agreement, there are fewer than three Marine Division stipends on a platoon, the total will remain at three.
 - e. A firefighter deckhand will receive \$20.00 per week once trained.
3. As a result of the change in staffing, officers are forced to function as Pilot or Engineer and may be utilized to fill overtime in those positions prior to paging or forcing of a fire fighter.
- a. As a result, upon execution of this agreement, officers with required certifications shall receive \$20.00 per week for the added responsibility of Pilot or Engineer.
4. This agreement shall be retroactive back to July 04, 2010.
5. Upon Execution of this Agreement members who bid to the Marine Division and have not completed the four (4) year commitment will have thirty (30) days to bid to open positions within the Department.
6. This agreement is void should the regular staffing at the Marine Division return to three.
7. All regularly assigned Marine Division members shall be trained as Pilot or Engineer by 12/31/2011.
8. This is a non-precedent setting agreement.

Executed the day and year first written above by the duly authorized representatives of the City and the Union.

CITY OF PORTLAND

LOCAL 740, IAFF, AFL-CIO

Patricia Finnigan, Acting City Manager

Fred LaMontagne, Fire Chief

APPENDIX K

MEMORANDUM OF AGREEMENT – OVERTIME COMMITTEE

Upon execution of this agreement by all parties, a joint committee, consisting of two (2) representatives plus a recording secretary for each party, will be set up for the sole purpose of establishing a procedure to credit all overtime hours worked on the Master Overtime List.

City of Portland

IAFF Local 740