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**ORDER APPROVING THE
COLLECTIVE BARGAINING AGREEMENT WITH
THE FIREFIGHTERS LOCAL 740,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

ORDERED, that the attached Collective Bargaining one (1) Year Agreement with the Firefighters Local 740, International Association of Firefighters for January 1, 2019 through December 31, 2019, is hereby approved.

AGREEMENT BETWEEN
CITY OF PORTLAND
AND
LOCAL 740, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, AFL-CIO
JANUARY 1, 2019 – DECEMBER 31, 2019

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AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of **June 2019** 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. **The Union shall have the right to participate in all disputes over the interpretation and application of this Agreement, and the results of any grievance of an employee who is not represented by the Union during that grievance shall be non-precedent setting.**
- 2.2 The job classifications comprising this Unit are as follows: Firefighters, Lieutenants, and Captains.
- 2.3 Temporary employees and employees who have served less than six months are excluded from the Unit.

3. UNION SECURITY AND DUES DEDUCTION:

- 3.1 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. **The relationship between employees who choose not to join the Union and the Union shall be governed by the Union's bylaws, including representation services and any associated fees.**
- 3.2 The City shall deduct Union dues 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. This deduction from each member shall be made on a

weekly basis. **The City has no obligation to pay the Union any dues payment for an employee if the employee has not signed said authorization card.**

- 3.3 The City shall forward to the Secretary-Treasurer of the Union such deductions each month following the month of deductions.
- 3.4 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.
- 3.5 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.
- 3.6 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; **said indemnification to include all costs and attorney's fees resulting from any such claims or suits.** Notwithstanding the above, nothing herein shall be construed as requiring employees represented by the Union to become or remain members of the Union.

4. **[RESERVED]**

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

- 5.1 The City retains all rights and authority to manage and direct its employees, except as otherwise 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 electronic direct deposit.
- 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.

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

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

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 up-dated medical evaluation indicates a work capacity, the employee will provide the City with his/her current medical restrictions and the positions he/she 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 **for providing** 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 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 **Lieutenants and Firefighters** to transfer to permanent vacancies within the Department based upon seniority **and qualifications as outlined for specialty companies by labor/management agreement**. 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. Employees with less than four (4) years will not be eligible to bid and the seniority for **Lieutenants** is based on their seniority in rank. A permanent vacancy is defined as a permanent budgeted position which the Chief is authorized by the City Manager to fill.
- 9.2 **Where a position is bid based in part on qualifications**, the Chief of the Department reserves the right to determine position qualifications which shall not be arbitrary or capricious. Position related qualifications shall be listed and available to all members.
- 9.2.1 Marine, Heavy Rescue, Air Rescue and Car 39 will be considered specialty positions.
- 9.2.2 Officers will be selected for specialty positions based on an interview process.
- 9.2.3 Firefighters bidding specialty companies will have preference based on qualifications first, then seniority.
- 9.2.3.1 Qualifications mean that the Firefighter meets the **minimum** requirements for the spot, at the time of the bid.
- 9.3 A Dual Company is defined as a fire suppression unit and an ambulance combined to form a single company where the expectation is that cross trained Fire and Emergency Medical Service personnel assigned will do regular rotations on each piece of apparatus. For purposes of this article the officer of a dual company will not be counted in the rotation. It will be the officer in charge of the dual company's responsibility to ensure a fair rotation of personnel.
- 9.3.1 All ambulances will be permanently staffed. If the ambulance position remains unfilled by bid or letter, the next available paramedic, by seniority will

be used to fill the position. Exceptions and transfers can be made to balance the dual companies per shift.

9.3.1.1 For the purpose of balancing the shifts, members may be moved from the fire apparatus of a dual company to an ambulance on another shift to maintain a balance of two (2) dual companies per shift.

9.3.2 Dual company locations are established through the bid system, as the first two (2) companies to declare per shift, and will permanently remain as dual companies. Labor/management may agree to relocate them due to a bid.

9.3.3 Dual companies will be responsible to cover the ambulance staffing within the station.

9.3.4 When overtime is required for staffing, Dual Company Medics (DCM) will be covered by a paramedic when available on the overtime list.

9.3.4.1 If no paramedic is available on the overtime list, they may be backfilled by any license.

9.2.4.2 Members accepting overtime on a dual company will be subject to the rotation.

9.3.5 If two (2) AEMT's bid into dual company positions and request to participate in this program, they will have the same expectation of rotation within license level and be eligible to receive the dual company associated stipend as defined in Article 25.

9.4 Permanent vacancies will be filled using the bid system. Bids will be posted within thirty (30) days of the vacancy.

9.5 The Fire Chief will give the President of the Union no less than ten (10) calendar days advance notification of bidding. The Department will maintain a running list of all vacancies to be bid. 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. Emails or letter specific bids must be submitted twenty-four (24) hours prior to the bid date.

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 No employee will be transferred for disciplinary, arbitrary or capricious reasons. Employees involuntarily transferred to another shift by management will receive their vacation picks according to his/her pick(s) in his/her previous shift as well as compensatory time off. Individuals transferred shall, upon written request, be provided with a written explanation for the involuntary transfer.
- 9.8 Employees who voluntarily transfer to a permanent vacancy on another shift under this Article, shall be allowed to transfer any remaining vacation time by picking from the vacation blocks that do not require a 6th column.
- 9.9 Mutual transfers between equally qualified employees will be allowed provided all parties including the Chief of Department, deputy chiefs and respective officers are in accord and neither of the positions will be a probable vacancy within a year. Denial shall be neither arbitrary nor capricious. Neither person may participate in future bidding for one (1) year. Mutual transfers between employees on the same shift may be granted when requested. **Mutual transfers between employees outside their respective shifts will result in having to "float" their remaining vacation blocks.**
- 9.10 When a qualified employee is to be transferred to another vacancy for their work shift, every attempt will be made to provide advance notice of details of said transfer prior to 0700 hours. If the transferred employee is notified after 0700 hours or the transfer happens during the actual shift, the Department shall provide transportation or mileage reimbursement to and from the transferred duty station to said employee.
- 9.11 In the event of a long-term vacancy, the position shall be open for temporary bid by a letter from members on the same platoon.
 - 9.11.1 A long-term vacancy is defined as, "A non-permanent vacancy being scheduled for three (3) consecutive months or more".

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. Changes to the City's health plan will be implemented incorporating the principles of a value-based insurance design. The City reserves the right to implement additional changes to this primary plan that are recommended by the Labor/Management Health Advisory Committee on which IAFF Local 740 has representation.

10.2.1.1 The City's health plan shall include a four hundred dollar (\$400) deductible for the single plan and an eight hundred dollar (\$800) deductible for the family plan per year.

10.2.1.2 The City has agreed to establish a reserve account of one hundred fifty thousand dollars (\$150,000) to be used as outlined by the Health Insurance Advisory Committee. (See Appendix L)

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 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. The City will pay 85% of the medical insurance premium for an individual subscription per employee. Annually the employee will have the opportunity to earn up

to a 15% premium credit by meeting the five (5) requirements of the City's wellness program, **with 3% attributed to each requirement.**

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 2017. 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 level of benefits, as amended no sooner than January 1, 2017, 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 health care flexible spending accounts.

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 after March 26, 1981 a retirement benefit, through Maine Public Employees Retirement System, pursuant to the Consolidated Plan, Rule 94-411, Chapter 803, Sec. 8, subsection 3 (Special Benefit Plan 2C), of one-half of average final compensation after twenty-five (25) years of service, regardless of age.

11.1.2 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 defined benefit plan. Each participant has a plan account to which employee and employer contributions are made. Plan benefits are based on the total amount of money in the participant's account at retirement or eligible event. Maine Revised Statutes Title 5, Section 18252-B sets forth the employee and employer contribution rates.

11.1.2.1 Transfers between the Maine Public Employees Retirement System (Maine PERS) and the ICMA 401(a) defined contribution qualified pension plan are **not** 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.

11.1.3 The MainePERS Board of Trustees may establish by rule the rate at which members (employees) who participate in the Consolidated Plan, contribute to that plan.

11.1.4 The City shall continue to make available to department employees who qualify for special plan benefits as described above in 11.1.1 the additional benefit of the so-called "two-percent option" pursuant to the Consolidated Plan, Rule 94-411, Chapter 803, Section 8, subsection 10, to the extent this option continues to be provided in the Maine Public Employees Retirement System Laws and the Consolidated Plan.

11.2 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.

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

11.4 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.

11.5 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, two hoods, two pairs of gloves, fire boots, fire coats, fire pants, 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 **three hundred fifty (\$350.00) dollars**. 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, 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 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 three hundred fifty (\$350.00) dollar 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 \$650.00 over any two (2) year period. Any such purchase which exceeds \$650.00 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:
 - 3 pair of trousers
 - 3 work shirts
 - Gloves
 - Hoods
 - Dress Uniforms

- 13.1.2 Optional Items:
 - Jacket
 - Leather Turnout Boots
 - Sweatshirts
 - Summer Uniforms
 - Personal Flashlight
 - Dress Uniform Gloves
 - Bailout Device/Rope
 - Dept Approved
 - Promotional/Training
 - Books
 - 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, **comprised of** 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 quarterly or more often 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 work related duties. The City further agrees to pay up to one-hundred (\$100.00) dollars for repair or replacement of other personal items worn or carried by the employee and damaged or destroyed in the performance of work related 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 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 a work related death of an employee caused in the line of duty for the City of Portland Fire Department, or if a final determination is made by the Workers' Compensation against the City of Portland, 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 The swap on employee must be qualified to work in the position that the swap off employee is assigned to at the time of approval of the swap.
 - 16.1.5 Members participating in a dual company will be allowed to swap with any license level providing the FF/EMTP and FF/AEMT positions on the

ambulance are covered.

16.1.6 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 An employee cannot be absent from the fire department for more than eight (8) twenty-four (24) hour shifts due to swaps per calendar year. Absent is defined as time swapped off that has not been made up by time swapped on.

16.2.1 An employee shall not exceed or work more than 96 consecutive hours making up swapped time.

16.2.2 Union business as defined in Article 28 or professional development training shall not be considered in this limitation. Additional swaps may be authorized by the Chief of the Department.

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 Upon returning to work the employee may be sent to the employer's medical provider in order to ensure that the employee is fit to return to duty.

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 **employee of this unit** 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 **employee** does not wish to request such a meeting, the **employee and/or** the Union will proceed directly to 19.1.2.

- 19.1.2 The Union **and/or the employee** 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 **the employee and/or** 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 **and/or the employee** by the Chief within ten (10) days after such meeting, the Union **and/or the employee** 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 **and/or the employee** 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 **and/or the employee** by the Director of Human Resources within ten (10) days after such meeting, the Union **and/or the employee** 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 **and/or the employee** 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 **and/or the employee** 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.

22.8.5 In lieu of taking one week of entitled time off for vacation, any employee earning three (3) weeks of vacation or more will have the option to cash out one (1) week of vacation for pay. Any employee who wants to take advantage of this option must declare his/her intent to do so at least one week prior to the date that vacation selections are made.

22.9 Except in cases of emergency, the Department shall provide that the selection of vacation days is completed no later than November 30th 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 pay for day work administrative staff such as Fire Prevention and Training personnel shall be equivalent to one fortieth (1/40) of the employee's weekly salary. Hours in excess of forty (40) in any pay week will be paid as overtime at the time and one half rate (1.5 hours).

24.2 Upon execution of this Agreement, for any employee working a twenty four (24) hour shift schedule as defined in Article 26.1, any additional hours worked in any 8-day FLSA period up to twelve (12) hours shall be paid at the straight time pay rate. Any additional hours worked beyond twelve (12) hours in an 8-day FLSA period shall be paid at 1.5 times the regular hourly rate, including all stipends, specialties, educational incentives and differentials paid hereunder, or allowed under the Fair Labor Standards Act (FLSA). All time worked shall be computed in increments of one-quarter (1/4) hour for any

portion thereof actually worked.

24.2.1 Except for emergency call backs any unit employee "forced" to work overtime will be paid overtime at a rate of 1.5 times the regular hourly rate for all hours forced to work. Employees held beyond their shift are considered to be "forced."

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 paid at 1.5 of their regular rate as defined in 24.2 for actual time worked, with a minimum of three (3) hours straight time pay.

24.3.2 All "day work" administrative staff such as Fire Prevention and Training personnel designated for call-back will be paid in accordance with 24.1 when called back to emergency situations.

24.4 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 24.2 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 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.

One additional Officer position (Captain) will be funded at Air Rescue. This position will be utilized to cover vacancies at Air Rescue as follows: first, to cover Officer vacations; second, to cover known Officer vacancies. In weeks where coverage cannot be determined in advance, the ARS Captain will identify his/her work schedule prior to completion of this current work week. The ARS Captain will have their base forty-eight (48) work cycle hours completed within the eight (8) day work cycle of shift one but will have the flexibility to float those hours within those eight (8) work days.

The EMS Captain position will be utilized to cover up to sixteen (16) weeks of scheduled EMS Officer vacations.

24.6.2 Officer vacancies will be filled by the next Officer in the rotation. If it is determined that there are no officers who are willing to fill the vacancy, an officer candidate may be used. If a force must be used to fill a vacancy, the next officer on the force list with the skill set required, will be used for the force. Members on vacation, OT or Swaps are not subject to be forced. Officer candidates will be defined in Department SOG's developed through the Labor/Management Partnership.

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 Overtime will be offered to the qualified person on the list with the least number of overtime hours worked.

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

January 6, 2019 – 3%

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

Fire Boat Deck Hands^{1, 2} Advanced AEMTs³	\$0.48/hour
Fire Education Officer (not NFPA certified) House Captains (excluding Air Rescue and Fire Boat)	\$0.60/hour

Island Liaison Officer Neighborhood Liaison Officer EMS Field Trainer Officer Fire Investigator SCBA Bottle Technician Air Rescue (1-2 years)^{1, 4} Hazardous Materials Resource Team⁵	
Fire Boat Engineer + Pilot (1+ years)^{1, 2, 6}	\$0.95/hour
Air Rescue (2+ years)^{1, 5}	\$1.07/hour
Fire Education Officer (NFPA 1035 certification or similar certification approved by Fire Chief) Fire Prevention Officer Training Officer (EMS and Fire Suppression) SCBA Technician Island Officer	\$1.19/hour
Paramedic³	\$1.43/hour

¹ Available to employees who bid this position or are assigned there by the Chief or designated for coverage.

² No more than six employees per platoon may receive the Deck Hand, Engineer, and/or Pilot stipend.

³ Available to employees who have permanently bid or who are placed by letter to an ambulance position or a dual company rotation position.

⁴ No more than eight employees per platoon may receive this stipend.

⁵ Available to 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. This stipend is funded with non-City funds; continuation of this stipend may depend on the continued availability of non-City funds. Certification and re-certification requirements of these positions will be funded by the City.

⁶ An employee assigned to the Fire Boat who obtains both the engineer and the pilot designation shall receive this stipend immediately upon receiving the pilot certificate.

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.

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 (2) 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 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.

- 25.3 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 **Fire Chief**.
- 25.5 All employees shall be paid by direct deposit to a financial institution designated by the employee during their employment with the City, **or shall receive a reloadable debit card for all monies owed**.
- 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.
- 25.7 The City shall pay to eligible employees an hourly educational stipend to be

included in the employee's regular rate of pay based upon educational level attained above high school graduation as follows:

Associates Degree	\$.34/hour
Bachelors Degree	\$.46/hour
Masters Degree	\$.58/hour

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 Motor Vehicle License: Employees shall have a Motor Vehicle Operator's License. The City will periodically verify that all employees possess such a license.

27.1.1 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.

27.1.2 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.

27.1.3 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.

27.2 EMS License: All personnel are individually responsible for the timely renewal and/or maintenance of their EMS license.

27.2.1 All previous arrangements and agreements regarding medical license level shall be null and void.

27.2.2 No member will be required to upgrade EMS licensure as a result of this Article. If a member voluntarily upgrades licensure, it will be required to be maintained as described in Article 27.2.

27.2.3 Failure to maintain the proper license may be subject to disciplinary action up to and including termination.

27.2.4 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 results of said hearing.

27.2.5 The City will pay incurred licensing fees to the State and National Registry.

27.3 EMT–Basic License: All employees will be required to maintain (at a minimum) a valid EMT–Basic License.

27.4 EMT–Advance License: All employees will be required to maintain (at a minimum) a valid AEMT license for the first fifteen (15) years of employment.

27.5 EMT–Paramedic License:

27.5.1 Employees who are hired with an EMT–P License (or hired while in EMT–P school) will be required to maintain that license for a period of ten (10) years.

27.5.2 Employees who become licensed at the EMT–P level after the hiring process, will be required to repay the city's contribution towards tuition, fees and course materials, prorated for a 10-year licensure expectation.

27.6 The City will provide enough continuing education hours (CEH) to all employees on duty so that a State paramedic level license may be maintained. Other mandatory licensure classes shall either be provided annually on-duty or employees shall be compensated as defined in Article 34. CEH hours shall be provided to all companies across all platoons. Employees absent from work during mandatory licensure or CEH classes are not due compensation for make-up classes except in cases of short or long term disability.

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.

- 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.
- 31.1.1 With the parties understanding outlined in 31.1 above, it is agreed that management and the union will work together through the joint Labor/Management partnership to develop, implement and maintain a Wellness/Fitness program based on the principles of the IAFF/IAFC Joint Labor Management Wellness/Fitness program. The parties further agree that until the program is developed and implemented the provisions outlined below as well as Appendix C will be held in abeyance. The parties understand that if they are not able to mutually develop and implement an acceptable Wellness/Fitness program by the end of this contract the provisions in this Article will be reinstated unless the parties mutually agree to extend the abeyance period or other provisions are negotiated through collective bargaining.
- 31.2 The Physical Fitness Rule promulgated by the Chief as amended is incorporated herein as Appendix C. 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 C.
- 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 C. 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 within the timeframes designated by the committee and approved by the Chief.
- 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/her 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, (including pregnancy) sexual orientation, gender identity or expression, ancestry, national origin, age, physical or mental disability, veteran's status, genetic information, previous assertion of a claim or right under the Maine Workers Compensation Act, previous actions taken or protected under Maine's Whistleblowers' Protection Act, or any other protected group status as defined by applicable law.

34. TRAINING:

34.1 Employees shall receive time and one-half overtime for all "mandatory training" that is attended outside of regularly scheduled work hours (off-duty). The Chief or their designee may require employees to attend "mandatory training" during regularly scheduled working hours (on-duty). The following shall be classified as "mandatory training":

34.1.1 Training that is required as a member of a Specialty Company (i.e. TEEEX, Coast Guard or FAA training).

34.1.2 Training that is required to perform a Specialty position (i.e. Hazmat or SRT training)

34.1.3 Training that is required as a condition of employment, excluding CEH hours but specifically including PALS, ACLS and PHTLS.

34.1.4 Employees that are providing training to other employees, other City departments, members of the public or other groups of professionals as a representative of the City (i.e. in house EMS training, CERT or CPR classes).

34.1.4.1 On-duty personnel shall only be utilized as instructors after every reasonable effort has been made to hire off-duty instructors.

34.1.5 Staff meetings required by the Chief or their designee.

34.1.6 Any other training that is a condition of employment (i.e. Bureau of Labor Standards mandated training).

34.1.7 Any other off-duty activity that is attended per a directive of the Chief or their designee.

34.2 For mandatory training that requires travel, employees shall receive up to sixteen (16) hours of actual travel time per day if the distance traveled one way is greater than fifty (50) miles from Central Station.

35. COPIES OF AGREEMENT:

35.1 The City agrees to provide the Union with 25 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 The Parties agree to establish and maintain a "Labor/Management Partnership" that will open a new era where the Union, the City, the Fire Department and all Fire Department employees shall work together to create a workforce that is highly motivated, multi-skilled, and technologically advanced to meet the ever changing needs of the Fire Department and the City of Portland.

The purpose of this Committee is to assist in developing a quality Labor Management relationship between the Parties. The Committee is designed to provide a means for allowing the City, the Fire Department and the Union to become full Partners in identifying problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to these problems so that the mission of the Fire Department can be accomplished in a more cost effective and efficient manner, while striving to enhance the working conditions of all Fire Department employees.

The goals and objectives of this Committee are as follows:

- To further the Fire Department's Mission by using the Brain Storming Process
- Foster a more productive and cost effective service to the citizens of Portland
- Promote a better morale among all Fire Department employees
- Enhance the living/working conditions for all Fire Department employees.

The parties have reached consensus that the focus of the committee will be to remove restrictive and ambiguous language in the contract and establish mutually accepted Standard Operating Guidelines (SOG's) which can be addressed outside of the bargaining process.

37. TERM:

37.1 This Agreement shall govern the rights of the parties from January 1, **2019** until and including December 31, **2019**. **This agreement is the sole contract for the union. All MOU's and 'private deals' signed outside the contract prior to the signing of this contract are considered null and void.** 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:

37.1.1 That good faith negotiations are proceeding between the parties and continue to proceed after December 31, **2019**.

37.1.2 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 Jon Jennings, its City Manager, thereunto duly authorized, and the UNION has caused this Agreement to be executed by Chris Thomson, its President, thereunto duly authorized, as of the day and year first written above.

WITNESS:

Jon Jennings
City Manager
City of Portland

Date

Chris Thomson, President
Local 740

Date

**APPENDIX B-1
CLASSIFICATION AND PAY PLAN**

EFFECTIVE				EFFECTIVE			
				1/6/2019	3% COLA		
	CURRENT						
FIREFIGHTER	HOURLY	WEEKLY		FIREFIGHTER	HOURLY	WEEKLY	
0 - 3 YRS	\$17.83	\$748.86		0 - 3 YRS	\$18.36	\$771.12	
3 - 5 YRS	\$21.51	\$903.42		3 - 5 YRS	\$22.16	\$930.72	
5 - 8 YRS	\$22.40	\$940.80		5 - 8 YRS	\$23.07	\$968.94	
8 - 15 YRS	\$24.03	\$1,009.26		8 - 15 YRS	\$24.75	\$1,039.50	
15 - 20 YRS	\$24.54	\$1,030.68		15 - 20 YRS	\$25.28	\$1,061.76	
20 + YRS	\$25.29	\$1,062.18		20 + YRS	\$26.05	\$1,094.10	
LIEUTENANT				LIEUTENANT			
0 - 1 YRS	\$26.08	\$1,095.36		0 - 1 YRS	\$26.86	\$1,128.12	
1 - 4 YRS	\$26.81	\$1,126.02		1 - 4 YRS	\$27.61	\$1,159.62	
4 + YRS	\$27.60	\$1,159.20		4 + YRS	\$28.43	\$1,194.06	
CAPTAIN				CAPTAIN			
0 - 1 YRS	\$28.22	\$1,185.24		0 - 1 YRS	\$29.07	\$1,220.94	
1 - 4 YRS	\$29.04	\$1,219.68		1 - 4 YRS	\$29.91	\$1,256.22	
4 + YRS	\$29.89	\$1,255.38		4 + YRS	\$30.79	\$1,293.18	

APPENDIX B-2
CLASSIFICATION AND PAY PLAN

FF/EMT-B					FF/EMT-B			
0 - 3 YRS		\$18.49	\$776.58		0 - 3 YRS		\$19.04	\$799.68
3 - 5 YRS		\$22.13	\$929.46		3 - 5 YRS		\$22.79	\$957.18
5 - 8 YRS		\$23.05	\$968.10		5 - 8 YRS		\$23.74	\$997.08
8 - 15 YRS		\$24.68	\$1,036.56		8 - 15 YRS		\$25.42	\$1,067.64
15 - 20 YRS		\$25.19	\$1,057.98		15 - 20 YRS		\$25.95	\$1,089.90
20 + YRS		\$25.93	\$1,089.06		20 + YRS		\$26.71	\$1,121.82
LT/EMT-B					LT/EMT-B			
0 - 1 YRS		\$26.72	\$1,122.24		0 - 1 YRS		\$27.52	\$1,155.84
1 - 4 YRS		\$27.45	\$1,152.90		1 - 4 YRS		\$28.27	\$1,187.34
4 + YRS		\$28.25	\$1,186.50		4 + YRS		\$29.10	\$1,222.20
CPT/EMT-B					CPT/EMT-B			
0 - 1 YRS		\$28.84	\$1,211.28		0 - 1 YRS		\$29.71	\$1,247.82
1 - 4 YRS		\$29.68	\$1,246.56		1 - 4 YRS		\$30.57	\$1,283.94
4 + YRS		\$30.55	\$1,283.10		4 + YRS		\$31.47	\$1,321.74

**APPENDIX B-3
CLASSIFICATION AND PAY PLAN**

FF/EMT-I				FF/EMT-I			
0 - 3 YRS		\$18.85	\$791.70	0 - 3 YRS		\$19.42	\$815.64
3 - 5 YRS		\$22.51	\$945.42	3 - 5 YRS		\$23.19	\$973.98
5 - 8 YRS		\$23.41	\$983.22	5 - 8 YRS		\$24.11	\$1,012.62
8 - 15 YRS		\$25.04	\$1,051.68	8 - 15 YRS		\$25.79	\$1,083.18
15 - 20 YRS		\$25.54	\$1,072.68	15 - 20 YRS		\$26.31	\$1,105.02
20 + YRS		\$26.30	\$1,104.60	20 + YRS		\$27.09	\$1,137.78
LT/EMT-I				LT/EMT-I			
0 - 1 YRS		\$27.09	\$1,137.78	0 - 1 YRS		\$27.90	\$1,171.80
1 - 4 YRS		\$27.81	\$1,168.02	1 - 4 YRS		\$28.64	\$1,202.88
4 + YRS		\$28.60	\$1,201.20	4 + YRS		\$29.46	\$1,237.32
CPT/EMT-I				CPT/EMT-I			
0 - 1 YRS		\$29.22	\$1,227.24	0 - 1 YRS		\$30.10	\$1,264.20
1 - 4 YRS		\$30.03	\$1,261.26	1 - 4 YRS		\$30.93	\$1,299.06
4 + YRS		\$30.90	\$1,297.80	4 + YRS		\$31.83	\$1,336.86

APPENDIX B-4
CLASSIFICATION AND PAY PLAN

FF/EMT-P				FF/EMT-P			
0 - 3 YRS		\$19.42	\$815.64	0 - 3 YRS		\$20.00	\$840.00
3 - 5 YRS		\$23.07	\$968.94	3 - 5 YRS		\$23.76	\$997.92
5 - 8 YRS		\$23.97	\$1,006.74	5 - 8 YRS		\$24.69	\$1,036.98
8 - 15 YRS		\$25.62	\$1,076.04	8 - 15 YRS		\$26.39	\$1,108.38
15 - 20 YRS		\$26.11	\$1,096.62	15 - 20 YRS		\$26.89	\$1,129.38
20 + YRS		\$26.84	\$1,127.28	20 + YRS		\$27.65	\$1,161.30
LT/EMT-P				LT/EMT-P			
0 - 1 YRS		\$27.63	\$1,160.46	0 - 1 YRS		\$28.46	\$1,195.32
1 - 4 YRS		\$28.38	\$1,191.96	1 - 4 YRS		\$29.23	\$1,227.66
4 + YRS		\$29.17	\$1,225.14	4 + YRS		\$30.05	\$1,262.10
CPT/EMT-P				CPT/EMT-P			
0 - 1 YRS		\$29.77	\$1,250.34	0 - 1 YRS		\$30.66	\$1,287.72
1 - 4 YRS		\$30.60	\$1,285.20	1 - 4 YRS		\$31.52	\$1,323.84
4 + YRS		\$31.48	\$1,322.16	4 + YRS		\$32.42	\$1,361.64

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

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 D

SRT TEAM

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 **notified**.

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.

Participants will participate in the Special Reaction Team's operational training.

APPENDIX E

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 E (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 F
HEALTH INSURANCE RESERVE ACCOUNT**

Health plan as proposed by the Health Insurance Advisory Committee referred to in Article 10.2.1.

- **Implementation of the new Health Insurance plan (Revised 11/14/2014) would be no sooner than January 1, 2016.**
- **The wellness programs will be established prior to new Health Insurance Plan being implemented.**
- **The first year of implementation the proposed Health Insurance plan the deductible will be \$200 for single per year and \$400 for a family per year.**
- **The second year of implementation of the proposed Health Insurance plan the deductible will increase to \$400 for single per year and \$800 for a family per year.**
- **Established a reserve account as outline below:**

Health Insurance (City of Portland Employee Medical Plan) Reserve Account

Upon implementation of the proposed value-based insurance design that includes wellness components, the City of Portland (“City”) agrees to designate \$150,000 from fund balance to establish a reserve account. Thereafter, following the conclusion and audit completion of each fiscal year, the City will determine if the employee medical plan budget was over-funded or under-funded based on the overall medical budget that was set by the City for that fiscal year. If the medical budget is over-funded, then 15% (represents employee contributions) of that amount will be added to the reserve account. Likewise, if the medical budget is under-funded, then 15% of that amount will be deducted from the reserve account.

The purpose of the reserve account is to provide weekly premium relief to those active employees who contribute to the cost of health insurance for themselves and/or family members. When the reserve account has enough monies above the \$150,000 threshold to cover at least one week of employee contributions, then monies will be returned to active employees in the form of a non-payment obligation from each current contributing employee based on their weekly plan rate. The City will arrange for the non-payment obligation to occur in the second quarter of the following fiscal year.

To illustrate how this would work, below are two (2) examples with the assumed \$150,000 designated as funds for the reserve account.

***Example 1:**

Health Insurance Budget for fiscal year 2015 \$15,500,000

Health Insurance actual cost for fiscal year 2015 \$15,000,000

- **Over-funding results in 15% of \$500,000 (difference between budget and actual) = \$75,000. \$75,000 added to \$150,000 so reserve account is \$225,000.**

APPENDIX F (cont)

- Currently, weekly employee contributions total approximately \$52,000.
- This example would produce premium relief in the form of a non-payment obligation of one (1) week for each current contributing employees based on their weekly plan rate in the second quarter of fiscal year 2016. The reserve account balance would then be \$173,000.

*Example 2:

Health Insurance Budget for fiscal year 2015 \$15,500,000

Health Insurance actual cost for fiscal year 2015 \$16,000,000

- Under-funding results in 15% of \$500,000 (difference between actual and budget) = (\$75,000).
- \$75,000 would be deducted from the \$150,000 reserve account, leaving a balance of 75,000.

Human Resources and Finance will be responsible for recordkeeping of the reserve account.

Human Resources will continue to provide Labor/Management Health Insurance Advisory Committee with the quarterly reporting packet that includes timely information regarding actual health insurance expenditures compared to the budgeted amounts.

*Examples are for illustration purposes only.