

AGREEMENT

July 1, 2022 to June 30, 2025

Between

CITY OF AUGUSTA, MAINE

and the

AUGUSTA UNIFORMED FIREFIGHTERS ASSOCIATION, LOCAL NO. 1650

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ARTICLE 1

General

The City of Augusta, pursuant to vote of its corporate authorities to wit, its City Council, by its City Manager hereunto duly authorized, hereinafter referred to as the City, and the Augusta Uniformed Firefighters Association, Local 1650, International Association of Firefighters, AFL-CIO-CLC, hereinafter referred to as the Union, agree as follows:

ARTICLE 2

Recognition

The City recognizes the Union as the sole and exclusive bargaining agent for the uniformed members of the Fire Department excepting the Chief Officers, for the purpose of collective bargaining in entering into agreements relative to wages, hours and working conditions.

The Union recognizes that this Agreement shall be effective to the extent it is consistent with the rights conferred upon the City, in accordance with the City Charter and the Public Employees Labor Relations Act as amended, to issue rules and regulations governing the selection for appointment, promotion, dismissal, policy and administration of the Augusta Fire Department Personnel.

It is recognized that the City will determine the manner in which the work of the Fire Department will be performed; that it is the responsibility of the City to determine the tools, machines and equipment necessary to perform the work; and the need of increase or decrease in the complement of employees as well as employment standards.

In time of emergency, the City shall have the right to direct that members of the Fire Department perform work not usually done by the Fire Department so long as such use of Fire Department personnel does not involve the lay-off of any other City employees. Any firefighter doing such emergency work shall receive the rate of pay established by the City for such work if it is higher than the rate of pay the firefighter regularly receives; otherwise the firefighter shall receive the regular rate of pay, including any premium for overtime work.

ARTICLE 3

Union Security

Section 1 - Maintenance of Membership. Employees who are members of the Union ten (10) days after this Agreement is ratified or who become members thereafter will maintain such membership during the term of this Agreement as a condition of employment.

Employees who are members of the Union may terminate membership during the (twenty) 20-day period immediately prior to the expiration of this Agreement by giving written notice to the City and to the Union during that period.

Section 2 - Dues Deduction. The City agrees to deduct Union dues weekly in an amount authorized by the Executive Board of the Union from those members who shall sign a deduction card prior to any deduction being made. The City shall forward to the Treasurer and Secretary of the local Union such deductions each week.

Section 3 - Hold Harmless. The Union shall save the City and hold it harmless as the result of any action taken or not taken by the Union under the provisions of this Article. The City shall save the Union and hold it harmless as the result of any action taken or not taken by the City under the provisions of this Article.

Section 4 - No Discrimination. Employees covered by this Agreement shall have the right to join the Union or refrain from doing so. No employee shall be favored or discriminated against by either the City or the Union because of membership or non-membership in the Union. Neither the Union nor the City shall discriminate against any employee for activity for or against the Union as protected by 26 M.R.S.A. Section 963.

The City and the Union agree that neither of them will discriminate against any employee because of race, creed, color, age, sex, sexual orientation, national origin, physical disability, mental disability or marital status.

ARTICLE 4

Employment Conditions

Section 1 - New Employees. All new employees shall serve a probationary period of one (1) year and shall have no seniority rights during this period. All employees who have worked said one (1) year period and satisfactorily completed their probationary period shall be classified as permanent firefighters and the probationary period shall then be considered part of their seniority time. If the employee is deemed to be unsatisfactory during the period of, or at the end of said one (1) year period, the Fire Chief with the approval of the City Manager, may remove the probationer. Said removal shall not be subject to the grievance procedure of this Contract.

Section 2 - Rehired Employees. Any rehired Augusta firefighter who has already served the probationary period shall not be required to serve another probationary period. Nevertheless, all prior seniority rights will be lost. The City Council, through its City Manager, may grant a leave of absence for up to one (1) year to any employee without loss of seniority rights.

Section 3 - Lateral Transfers. The City, at its discretion, may place a newly hired career firefighter or emergency medical services (EMS) employee on the pay scale up to a maximum step of "After 5 Years" in recognition of that employee's years of service and experience at another fire and/or EMS department. Whatever step they are hired at, the employee will move forward in pay and benefits as if they had worked for the Augusta Fire Department for the same length of time as the step they are hired at, however, they will start with NO seniority except as it relates to pay and benefits. If the employee has more than 10 career years of service elsewhere, the employee will also start their accrual of vacation as if the employee had worked for the Augusta Fire Department for six (6) years (10.5 hours per month). All lateral transfers regardless of length of service elsewhere will be credited with three (3) working days (10.5 hours) of sick leave at the start of employment.

Section 4 - Physical Examination. All new firefighters, including rehired firefighters shall have, prior to their employment, a physical examination by a physician of their choice, provided that the physician is acceptable to the City. If the examination is done by the City Physician, the City will absorb the cost. Report of physical examination shall be made to the Fire Chief on a form prescribed by the City Manager, and the same shall become a part of the employee's personnel record. The City, through its Fire Chief, may at any time request a physical examination of any employee. Should the employee refuse a physical examination, at the request of the Fire Chief, the employee will be summarily suspended, without pay, until the physical examination is completed.

It is agreed that any employee not meeting physical standards established by the City Physician will be discharged from the Department, subject to the Grievance Procedure.

Section 5 - Retirement. Any person who becomes a full-time firefighter, as probationer or otherwise, shall be eligible for membership in accordance with Section 1092, Paragraph 3 of the Maine Public Employees Retirement Law. Membership contributions shall be deducted from the paycheck weekly for the present retirement plan in effect or for whatever additional benefits that may be provided by action of the City Council and the Maine Public Employees Retirement System, Military Service Credit, provisions as outlined in the Retirement Law, Section 1094, Subparagraph 13.

The City shall provide to firefighters hired after September 19, 1979, a retirement benefit pursuant to 5 M.R.S.A. & 1092 (3) as amended by Public Laws 1979, Chapter 7, which provides a benefit level of one-half (1/2) of average final compensation after twenty-five (25) years of service regardless of age.

Effective January 1, 2015, all firefighters hired after January 1, 1990 will be enrolled for all future contributions into the Maine Public Employees Retirement System (MainePERS) plan 3C, which provides a 2/3 retirement benefit after 25 years of service regardless of age.

Section 6 – Performance Evaluations. It is agreed between the City and the Union that the Employee Performance Planning and Review System will be used for the purposes of evaluating Fire Fighters under this agreement. An annual performance evaluation will be done on all Fire Fighters by their immediate supervisor (Lieutenants or Battalion Chiefs). The Fire Chief will schedule a class to train all Officers in the use of the performance evaluation. If a Fire Fighter is promoted after said training, then the training will be made to the individual(s) as soon as possible after promotion.

ARTICLE 5

Seniority Lists

The City shall annually establish a seniority list and it shall be brought up to date as of January 1 of each year and posted in all fire stations no later than February 1 of each calendar year, and a copy will be placed on file in the Fire Chief's Office for inspection by any member of the Fire Department.

Any objection to the seniority lists, as posted, shall be referred to the Fire Chief, in writing, no later than February 10 or the list will stand approved.

The Union President, upon request to the Fire Chief, may obtain a copy of said list annually for their files.

Seniority list of officers of the Augusta Fire Department will be posted in the above-described manner and shall be computed in each rank from date of appointment to that rank.

ARTICLE 6

Vacancies and Promotions

Section I – Vacancies.

The Fire Chief shall make all work assignments giving consideration to seniority, the ability of the individual to perform the work assigned, and the operational efficiency of the Fire Department.

When a vacancy occurs in any position, the firefighter with highest seniority shall be given the first opportunity to fill the vacancy, providing the employee meets the qualifications established, but if the firefighter refuses the opportunity or is not shown to be qualified, then it will go to the next senior employee, etc. The firefighter shall serve the first six (6) months in the new position on a probationary period, and if the work is found to be satisfactory, it will be considered a permanent appointment. If it is found not to be satisfactory, the firefighter will return to their former position.

All vacancies for promotions shall be posted for a period of no less than thirty (30) days prior to examinations, or before the job is allocated to anyone. It will be the responsibility of the individual firefighter to apply make application for the job.

All promotional vacancies shall be filled within a reasonable time providing qualified employees are available. Vacancies because of sickness or leave of absence shall not be considered a permanent vacancy.

Section 2 – Promotions

The promotional process to fill the position of Captain/Training Officer may include any or all of the following: Formal application; review of education and experience; written examination or assessment center; oral board; background/drivers driver's license verification; check and interview with Fire Chief

The City of Augusta Fire Department will use the following system in the promotion of a Firefighter to Lieutenant.

Written Exam

A written exam will be given to eligible candidates.

Criteria for eligibility to take the exam shall be a minimum of three years of seniority with the Augusta Fire Department at the date of the sign-up sheet.

A promotional exam will be given on an as needed basis. The Fire Chief will give the title of the test and study material relevant to the test, thirty (30) days prior to the date of the written exam.

Test scores should be part of the total promotional system valid for one (1) year after completion of the process.

Seniority

Two and a half points (2.5) will be credited for each year of seniority in the rank of Firefighter with the Augusta Fire Department for a maximum of twenty-four (24) years.

Education

Education points will be credited as follows:

Points

| | |
|-----------------------------------|----|
| Bachelor's degree with transcript | 30 |
| Associates Degree w/transcript | 20 |
| (60+ credit hours) | |
| Certificate w/transcript | 5 |
| (15+ credit hours) | |

Above points are non-cumulative.

Other Credits

| | |
|---------------------------|---|
| Fire/EMS Instructor | 1 |
| Fire Instructor II | 2 |
| Inspector I | 1 |
| Inspector II | 2 |
| Fire officer I | 1 |
| Fire Officer II | 2 |
| Current Paramedic License | 3 |
| Fire Fighter I | 1 |
| Fire Fighter II | 2 |
| Haz Mat Operations | 1 |
| Haz Mat Technician | 2 |

No credit will be awarded for EMS Continuing Education hours.

No credit will be awarded for instructing classes.

Educational credit records will be made available to the Union upon request.

The above three categories will be totaled and the top eight (8) qualified candidates will continue on to the Assessment Center.

Assessment Center will consist of the following:

It is agreed upon by the Union and the Fire Chief that the assessment center will consist of five (5) stations with a maximum score of fifteen (15) points per station. The five stations will be a teaching station, interview station, scenario station, leaderless exercise station and an in-basket station. The Fire Chief will be responsible for selecting evaluators for each station. Each individual's composite score for each station will be provided to them on the day of the Assessment Center after the completion of the stations. The Human Resource Director and the Deputy Finance Director will compile the Assessment Center score and verify their accuracy.

Points

The points awarded in each category for the candidate will be used in the following formulas to determine a total point's credit.

| Category | Formula | Max. Points |
|-------------------|--------------|-------------|
| Written Exam | Score x .75 | 75 |
| Seniority | Total Points | 50 |
| Education | Total Points | 40 |
| Assessment Center | Total Score | 75 |

Each candidate will receive a written notification of their score in each of the above categories.

This process will result in each candidate accumulating a final score and creation of a ranked list. The list at the completion of this process will stand for one year for promotional purposes. For each available Lieutenant opening, the Fire Chief will have the opportunity to select between the two top candidates on the current list. Once a promotion has occurred that name will be removed from the list and the next two candidates will be those who are considered.

All promotions are subject to a six month probationary period.

Section 3 - Promotion out of Bargaining Unit. For promotions out of the bargaining unit, first consideration shall be given to the highest-ranking member of the bargaining unit.

Section 4 – Acting Lieutenants. The Fire Chief may utilize Acting Lieutenants when deemed necessary. This designation will be used in circumstances where two or more officers are out of work for an extended period of time and are going to be out at the same time regardless of the reasons. To be eligible to fill an Acting Lieutenant position, the firefighter must be on the most current Lieutenant’s examination list but no lower than number 6 on the list. The Fire Chief will select from this list based on the following order:

1. The first employee in rotation that is not scheduled to work the shift on which the vacancy has occurred;
2. The second employee in rotation that is not scheduled to work the shift on which the vacancy has occurred and so on until there are no more eligible employees.

The firefighter filling the Acting Lieutenant’s position will be paid at the rate of a Step 1 Lieutenant as per Article 20.

ARTICLE 7

Personnel Reductions

Should the City decide to reduce the Augusta Fire Department personnel, then the reduction shall be made based on seniority. For a period of one (1) year following the layoff of any employee, said employee will be given an opportunity to return to work, by seniority, prior to employing new personnel.

ARTICLE 8

Salary Schedule

Section 1 – Salary. The weekly salaries paid firefighters under this agreement shall be as follows:

| | Step 1 | Step 2 | Step 3 | After 5 Years | After 9 Years | After 15 Years | After 20 Years | After 24 Years |
|------------------------|------------|------------|------------|---------------|---------------|----------------|----------------|----------------|
| 7/1/2022 - 4.0% | | | | | | | | |
| FF/EMT | \$910.88 | \$971.62 | \$1,025.97 | \$1,039.12 | \$1,067.62 | \$1,075.31 | \$1,083.04 | \$1,090.76 |
| FF/Paramedic | \$993.84 | \$1,054.58 | \$1,108.94 | \$1,122.08 | \$1,152.25 | \$1,159.94 | \$1,167.66 | \$1,175.38 |
| Sergeant | \$1,123.32 | \$1,158.49 | \$1,245.49 | \$1,256.52 | \$1,288.80 | \$1,295.93 | \$1,303.65 | \$1,311.37 |
| Lieutenant | \$1,254.44 | \$1,289.58 | \$1,326.37 | \$1,329.29 | \$1,374.00 | \$1,381.72 | \$1,389.44 | \$1,397.17 |
| Captain | \$1,300.79 | \$1,337.55 | \$1,371.14 | \$1,382.18 | \$1,416.96 | \$1,424.08 | \$1,431.79 | \$1,438.52 |
| Captain Train | \$1,363.27 | \$1,401.19 | \$1,438.92 | \$1,448.69 | \$1,484.85 | \$1,491.73 | \$1,499.75 | \$1,507.47 |

| | Step 1 | Step 2 | Step 3 | After 5 Years | After 9 Years | After 15 Years | After 20 Years | After 24 Years |
|------------------------|------------|------------|------------|---------------|---------------|----------------|----------------|----------------|
| 7/1/2023 - 5.0% | | | | | | | | |
| FF/EMT | \$956.42 | \$1,020.20 | \$1,077.27 | \$1,091.07 | \$1,121.01 | \$1,129.08 | \$1,137.19 | \$1,145.30 |
| FF/Paramedic | \$1,043.53 | \$1,107.31 | \$1,164.39 | \$1,178.18 | \$1,209.86 | \$1,217.93 | \$1,226.04 | \$1,234.15 |
| Sergeant | \$1,179.48 | \$1,216.42 | \$1,307.77 | \$1,319.35 | \$1,353.24 | \$1,360.73 | \$1,368.83 | \$1,376.94 |
| Lieutenant | \$1,317.16 | \$1,354.06 | \$1,392.69 | \$1,395.76 | \$1,442.70 | \$1,450.81 | \$1,458.91 | \$1,467.03 |
| Captain | \$1,365.83 | \$1,404.42 | \$1,439.69 | \$1,451.29 | \$1,487.81 | \$1,495.29 | \$1,503.38 | \$1,510.45 |
| Captain Train | \$1,431.43 | \$1,471.25 | \$1,510.87 | \$1,521.13 | \$1,559.09 | \$1,566.31 | \$1,574.74 | \$1,582.84 |

| | Step 1 | Step 2 | Step 3 | After 5 Years | After 9 Years | After 15 Years | After 20 Years | After 24 Years |
|--|------------|------------|------------|---------------|---------------|----------------|----------------|----------------|
| 7/1/2023 5.0% with an additional 2.00% added for employees after 9, 15, 20, and 24 years of service | | | | | | | | |
| FF/EMT | \$956.42 | \$1,020.20 | \$1,077.27 | \$1,091.07 | \$1,143.43 | \$1,151.66 | \$1,159.93 | \$1,168.21 |
| FF/Paramedic | \$1,043.53 | \$1,107.31 | \$1,164.39 | \$1,178.18 | \$1,234.06 | \$1,242.29 | \$1,250.56 | \$1,258.84 |
| Sergeant | \$1,179.48 | \$1,216.42 | \$1,307.77 | \$1,319.35 | \$1,380.30 | \$1,387.95 | \$1,396.21 | \$1,404.48 |
| Lieutenant | \$1,317.16 | \$1,354.06 | \$1,392.69 | \$1,395.76 | \$1,471.55 | \$1,479.83 | \$1,488.09 | \$1,496.37 |
| Captain | \$1,365.83 | \$1,404.42 | \$1,439.69 | \$1,451.29 | \$1,517.56 | \$1,525.19 | \$1,533.45 | \$1,540.66 |
| Captain Train | \$1,431.43 | \$1,471.25 | \$1,510.87 | \$1,521.13 | \$1,590.27 | \$1,597.64 | \$1,606.24 | \$1,614.50 |

| | Step 1 | Step 2 | Step 3 | After 5 Years | After 9 Years | After 15 Years | After 20 Years | After 24 Years |
|------------------------|------------|------------|------------|---------------|---------------|----------------|----------------|----------------|
| 7/1/2024 - 5.0% | | | | | | | | |
| FF/EMT | \$1,004.24 | \$1,071.21 | \$1,131.13 | \$1,145.63 | \$1,200.60 | \$1,209.24 | \$1,217.93 | \$1,226.62 |
| FF/Paramedic | \$1,095.71 | \$1,162.68 | \$1,222.61 | \$1,237.09 | \$1,295.76 | \$1,304.41 | \$1,313.09 | \$1,321.78 |
| Sergeant | \$1,238.46 | \$1,277.24 | \$1,373.16 | \$1,385.32 | \$1,449.32 | \$1,457.34 | \$1,466.02 | \$1,474.70 |
| Lieutenant | \$1,383.02 | \$1,421.76 | \$1,462.32 | \$1,465.55 | \$1,545.13 | \$1,553.82 | \$1,562.49 | \$1,571.19 |
| Captain | \$1,434.12 | \$1,474.65 | \$1,511.68 | \$1,523.85 | \$1,593.44 | \$1,601.45 | \$1,610.12 | \$1,617.69 |
| Captain Train | \$1,503.01 | \$1,544.81 | \$1,586.41 | \$1,597.18 | \$1,669.79 | \$1,677.52 | \$1,686.55 | \$1,695.22 |

| | Step 1 | Step 2 | Step 3 | After 5 Years | After 9 Years | After 15 Years | After 20 Years | After 24 Years |
|---|------------|------------|------------|---------------|---------------|----------------|----------------|----------------|
| 7/1/2024 5.0% with an additional 2.00% added for employees after 5, 9, 15, 20, and 24 years of service | | | | | | | | |
| FF/EMT | \$1,004.24 | \$1,071.21 | \$1,131.13 | \$1,168.54 | \$1,224.61 | \$1,233.43 | \$1,242.29 | \$1,251.15 |
| FF/Paramedic | \$1,095.71 | \$1,162.68 | \$1,222.61 | \$1,261.84 | \$1,321.67 | \$1,330.49 | \$1,339.35 | \$1,348.21 |
| Sergeant | \$1,238.46 | \$1,277.24 | \$1,373.16 | \$1,413.02 | \$1,478.31 | \$1,486.49 | \$1,495.34 | \$1,504.20 |
| Lieutenant | \$1,383.02 | \$1,421.76 | \$1,462.32 | \$1,494.86 | \$1,576.03 | \$1,584.89 | \$1,593.74 | \$1,602.61 |
| Captain | \$1,434.12 | \$1,474.65 | \$1,511.68 | \$1,554.33 | \$1,625.31 | \$1,633.48 | \$1,642.33 | \$1,650.05 |
| Captain Train | \$1,503.01 | \$1,544.81 | \$1,586.41 | \$1,629.13 | \$1,703.18 | \$1,711.07 | \$1,720.28 | \$1,729.13 |

Firefighters hired prior to August 7, 1993, are not eligible for the four wage increase listed above, however they will have the following wage package in addition to retaining their retiree health as covered in Article 12: Section 3:

| Retiree Health | | | | | | | | |
|-----------------------|------------|------------|------------|---------------|---------------|----------------|----------------|----------------|
| 7/1/22 4.0% | Step 1 | Step 2 | Step 3 | After 5 Years | After 9 Years | After 15 Years | After 20 Years | After 24 Years |
| FF/EMT | \$723.29 | \$788.04 | \$845.98 | \$860.01 | \$885.43 | \$893.64 | \$901.87 | \$910.09 |
| Lieutenant | \$1,089.54 | \$1,127.01 | \$1,166.23 | \$1,180.23 | \$1,212.04 | \$1,220.29 | \$1,228.51 | \$1,236.73 |

| | | | | | | | | |
|---------------------|------------|------------|------------|---------------|---------------|----------------|----------------|----------------|
| 7/1/23 5.00% | Step 1 | Step 2 | Step 3 | After 5 Years | After 9 Years | After 15 Years | After 20 Years | After 24 Years |
| FF/EMT | \$759.45 | \$827.44 | \$888.28 | \$903.01 | \$929.70 | \$938.32 | \$946.97 | \$955.60 |
| Lieutenant | \$1,144.02 | \$1,183.36 | \$1,224.54 | \$1,239.24 | \$1,272.64 | \$1,281.30 | \$1,289.93 | \$1,298.57 |

| | Step 1 | Step 2 | Step 3 | After 5 Years | After 9 Years | After 15 Years | After 20 Years | After 24 Years |
|--|------------|------------|------------|---------------|---------------|----------------|----------------|----------------|
| 7/1/2023 5.0% with an additional 2.00% added for employees after 9, 15, 20, and 24 years of service | | | | | | | | |
| FF/EMT | \$759.45 | \$827.44 | \$888.28 | \$903.01 | \$948.30 | \$957.09 | \$965.91 | \$974.71 |
| Lieutenant | \$1,144.02 | \$1,183.36 | \$1,224.54 | \$1,239.24 | \$1,298.10 | \$1,306.93 | \$1,315.73 | \$1,324.54 |

| | | | | | | | | |
|---------------------|------------|------------|------------|---------------|---------------|----------------|----------------|----------------|
| 7/1/24 5.00% | Step 1 | Step 2 | Step 3 | After 5 Years | After 9 Years | After 15 Years | After 20 Years | After 24 Years |
| FF/EMT | \$797.42 | \$868.82 | \$932.70 | \$948.16 | \$995.71 | \$1,004.94 | \$1,014.20 | \$1,023.45 |
| Lieutenant | \$1,201.22 | \$1,242.53 | \$1,285.76 | \$1,301.20 | \$1,363.00 | \$1,372.27 | \$1,381.52 | \$1,390.76 |

| | Step 1 | Step 2 | Step 3 | After 5 Years | After 9 Years | After 15 Years | After 20 Years | After 24 Years |
|---|------------|------------|------------|---------------|---------------|----------------|----------------|----------------|
| 7/1/2024 5.0% with an additional 2.00% added for employees after 5, 9, 15, 20, and 24 years of service | | | | | | | | |
| FF/EMT | \$797.42 | \$868.82 | \$932.70 | \$967.12 | \$1,015.62 | \$1,025.04 | \$1,034.49 | \$1,043.92 |
| Lieutenant | \$1,201.22 | \$1,242.53 | \$1,285.76 | \$1,327.22 | \$1,390.26 | \$1,399.72 | \$1,409.15 | \$1,418.58 |

The actual effective date of the pay increases shall be the start of the pay week closest to July 1.

In the event that the position of Sergeant is filled, a copy of the duties and responsibilities of the position will be provided to the Union prior to implementation.

Direct Deposit - Employees will establish and maintain 100% direct deposit of weekly paychecks.

Upon separation in good standing, employee shall receive all accumulated unused vacation pay and holiday pay.

Employee discharged not in good standing shall receive only unused vacation pay and holiday pay at the time of separation.

Reference is hereby made to Section 2-47.1 of the City of Augusta Code of Ordinances for payment of accumulated sick leave.

The above wage charts reflect compensation formerly paid as weekly stipends for obtaining Hazardous Material Operations training and EMT licenses, which were rolled into the wage ranges July 1, 2014. All employees are expected to maintain Hazardous Materials Operations training. Refer to Article 31 for additional provisions regarding EMTs. Any employees in the Sergeant, Lieutenant or Captain positions who do not possess a Paramedic level license will receive \$70 less per week than the wage listed above.

Section 2: Decontamination strike team:

A Decontamination Strike Team will be established with up to twenty-five (25) positions.

Weekly stipends for team members:

Certified Hazardous Materials/ WMD Operations Level - \$5.00*
Certified Hazardous Materials/ WMD Technician Level - \$10.00*

Selection of members for the Region 5 Decontamination Strike Team will be done using article 6 of this agreement.

Qualifications:

- A. Genuine interest in serving on the team.
- B. Certified Hazardous Material Operations Level or higher and must be maintained.
- C. Certified WMD Operations Level or higher and must be obtained within six (6) months of assignment to the team and maintained.
- D. Annually attend 70% of the required drills and training classes. Absences must be made up
- E. Annually respond to 50% of the calls for service when not on duty.

Be it further agreed:

1. No fire fighter will be required to be part of the Region 5 Decontamination Strike Team.
2. No on-duty fire fighter (s) will be used to respond for a call of service outside the City until back fill personnel arrive at central fire station.
3. Fire fighters who are part of the team and off-duty will be compensated time and one half for any incident, training, drill etc.
4. The Region 5 Decontamination Strike Team will be made up of Augusta Fire Department career fire fighters only, providing there is a minimum of twenty (20)
5. If the Augusta Fire Department becomes a Region 5 Response Team or part of the Region 5 Response Team; the City of Augusta and the Union agree to reopen this section of the agreement to negotiate adjustments before a change is made.
6. If the Augusta Fire Department no longer participates as the Region 5 Decontamination Strike Team the provisions under this section will no longer be in effect.

Section 3 – Step Increases. – Salary step increases will be granted to fire fighters on their respective anniversary date provided that such employees have worked satisfactorily for a period of six months.

Section 4 – Mentoring Program. Paramedics working with a non-Paramedic partner on an ambulance may participate in a mentoring program. To qualify for the mentor program, the Paramedic must take approved mentorship training that will be provided and paid for by the Fire Department. Paramedics that successfully complete the training will then be eligible to earn a stipend of \$30.00 for each half of the shift worked (11 hours for a day shift and 13 hours for a night shift). This program will apply to overtime and swapped shifts as well as regular shifts.

ARTICLE 9

Hours of Duty

Section 1 - Workweek. Beginning 1/1/2008, weekly payrolls will be based upon a non-standard, average workweek of 42 hours. The workweek, for fire fighters and Lieutenants shall consist of the “cycle”-(24-on, 48-off, 24-on, 96-off) - rather than the actual hours worked in the pay period. Actual payroll figures will be adjusted to include overtime worked or hours of unpaid absence.

The workweek for the Captain/Training Officer will be based on a non-standard, average workweek of 42 hours with days and hours worked approved by the Fire Chief.

Section 2 - Recall. All members of the Augusta Fire Department will be subject to recall to duty for emergencies at the discretion of the Fire Chief. It is the responsibility of the firefighters on first 24 off to be available at all times to be contacted by telephone. It is the responsibility of the firefighters on their second day off to answer calls if they are available.

Section 3 - Rate of Recall Pay. Recall shall be at the rate of one and a half (1 1/2) times regular pay. It is agreed that except for mechanics and service maintenance personnel, any member of the Augusta Fire Department when called in for extra duty, shall if called between 7:00 a.m. and midnight, receive a minimum of two (2) hours pay, and if called after midnight and prior to 7:00 a.m., shall receive a minimum of three (3) hours pay. When recalled for second alarms or emergency call-in coverage to include fires, second alarms, EMS emergencies, hazardous material, or specialized operations coverage, the rate of pay shall be double the employee’s regular hourly wage.

Section 4 Hold Over Pay. Hold over pay is applied when a Firefighter is held over beyond their normal work shift. (i.e. Rescue or Fire calls that go past 7:00 a.m.) Hold over pay shall be at the rate of one and one half (1.5) times regular pay with a minimum of one (1) hour. Hour increments will apply as needed after the first hour of compensation.

Section 5 – Court Time. Firefighters who are required to make an off-duty attendance at court, for an incident that happened while the Firefighter was on payroll for the City of Augusta Fire Department, shall receive pay at the rate of one and one half (1.5) times their regular rate with a minimum of four (4) hours pay. This also will include cases where Maine EMS is requiring a hearing for a call that was done while the Firefighter was on payroll for the City of Augusta Fire Department. Prior to the Firefighter being compensated, the Firefighter will present to the Fire Chief evidence of a subpoena or mandate to attend court sessions or hearings. It is further agreed that any payment from the court to the employee shall be submitted directly to the City.

Section 6 - Civic Center.

When a Firefighter or EMS Personnel are contractually requested or required to staff a function at the Augusta Civic Center, the City agrees that those details will be offered out to off duty employees and compensation will be at time and a half for a minimum of four hours.

ARTICLE 10

Paid Annual Leave

Vacation time will accrue monthly as follows: seven (7) hours per month from the date of hire until the employee's 6th anniversary, ten and a half (10.5) hours per month starting on the employee's 6th anniversary until their 13th anniversary, fourteen (14) hours per month from the employee's 13th anniversary until the 19th, and seventeen and a half (17.5) hours per month starting at the 19th anniversary of service.

Monthly accruals will be posted to the employee's vacation bank at the beginning of each month. This will be done for employees who work any portion of the month in full monthly increments.

In recognition that current department rules allow Firefighters to take vacation in full weeks only and that vacation weeks are chosen through a bidding process, the City will allow members of this unit to go into a negative balance within the calendar year that the vacation will be earned. In no circumstance will a firefighter be allowed to go into arrears for an amount more than what will be earned in that calendar year. If the employee terminates employment with the City and has a negative vacation balance, they will owe the City the difference for the time not yet accrued, and that amount will be deducted from the last paycheck.

Leave will be granted on the basis of a calendar week (Monday –Sunday) and an additional 12 days will be granted to all employees, except the Captain/Training Officer, in lieu of holidays. The additional 12 days, shall be so-called "time on the books" to be taken as paid days off at such times as shall be established by the Fire Chief. Up to two holidays may be carried into another year

Effective 4/1/2006, if unused at the end of each calendar year, up to 4 of these 12 days will be added to an individual employee's "bank" of accumulated vacation time.

The Captain/Training Officer shall be granted the twelve (12) City recognized holidays. If the holiday falls during the normal workweek the Captain/Training Officer will be given the day off with pay.

Section 2 – Accumulation of Leave. Selection of time for annual leave shall be by the choice of the Firefighters

based on seniority but subject to a schedule of open weeks provided by the Fire Chief. Firefighters with less than 15 years of service may accumulate a maximum of six (6) weeks vacation time and those with more than 15 years of service may accumulate a maximum of eight (8) weeks vacation time if the Firefighter so desires, but the taking of the specific accumulated time will be upon the approval of the Fire Chief. At the end of each calendar year, employees may have in their banks and rollover to the following year the maximum amount of vacation weeks listed in the contract, plus one full year of accruals. The City will remunerate a firefighter for up to two weeks of accrued vacation time annually provided the firefighters annual leave bank is full. This payment will be made in December of each calendar year. Any pre-tax of rolled over time will be deducted over two pay periods.

ARTICLE 11

Injuries and Sick Leave

Section 1 - Injury. If a firefighter is injured in hazardous duty, the firefighter shall be entitled, while fully disabled, to workers' compensation payment plus such additional monies to give the firefighter full regular pay. Hazardous duty shall include, but not be limited to, work done by a firefighter during a call to an emergency until the emergency is declared over and any dangerous training duty, such as simulated firefighting, work in the air or on an aerial ladder truck.

For purposes of workers' compensation and of this section, a firefighter shall be considered to be on duty or at work while participating in any City-sponsored or approved fire or emergency medical services training, whether the training is considered voluntary or involuntary or is compensated or uncompensated. City-sponsored shall be considered training funded in whole or in part by the City. "City approved" shall be considered training approved in writing by the Fire Chief.

In the event of the death of a firefighter in the line of hazardous duty, the beneficiaries of the firefighter, as selected by the firefighter and defined in the Maine Public Employees Retirement System, shall be paid for the firefighter's total days of accumulated sick leave.

If a firefighter is injured during any other period while at work, the firefighter shall be entitled, while fully disabled, to workers' compensation payment, with any additional monies necessary to give the employee full regular pay charged against the employee's available sick leave.

The City's obligation to pay any additional monies will cease upon the Workers Compensation Board determination (after the Board's appeals process has been exhausted) that an employee's disability has ceased. If the Fire Fighter so injured is not able to work in the Fire Department, but is able to work in other employment with the City and is so qualified to do so, the City will make all reasonable efforts to find such employment.

It is agreed that the Fire Fighters Association may at any time during the contract proceed to arbitration on the question of injury leave.

Section 2 - Sick Leave. Sick leave, for fire fighters and lieutenants, without loss of pay shall be compiled at the rate of one average working day (10.5) hours per month and may be accumulated to a maximum of 120 working days. Sick leave for the Captain/Training Officer shall be compiled at the rate of one average working day per month based upon the agreed weekly work schedule between the Fire Chief and the Captain/Training officer and may be accumulated to a maximum of one hundred and twenty (120) working days.

It is agreed that at the time of separation, providing the firefighter has 10 years of continuous, active service with the City and separation is in good standing, the firefighter will be compensated for one half of the accumulated sick leave provided at least 45 days has been accumulated.

An employee who has accumulated one-hundred and twenty (120) days unused sick leave shall be remunerated on an annual basis for those days not used as sick leave in excess of 120. The cut-off date for compensation purposes shall be November 30 of the calendar year, with payment to be made in December

For purposes of retirement reporting, sick leave accrued as of December 31, 2008 will be recalculated based on 12 hour days. The difference between this figure and the current accrual will be added to any accrued unpaid sick leave balance reported to the Maine Public Employees Retirement System upon an employee's retirement. i.e. On 12/31/08, employee has 20 days sick leave (20 x 10.5 hours = 210 hours). The 20 days is then calculated at 12 hours (20 x 12 = 240). The difference between the two (30 hours) is reflected in an 'account' in the employee's personnel file for use of retirement reporting at the time of the employee's retirement.

Section 3 - Certificate. When an employee is on sick leave, it is understood that they will be allowed reasonable latitude in regard to emergencies, drugstore trips and necessary errands. If the Fire Chief believes that sick leave is being abused by an employee they may require, after proper notification to the employee, a doctor's certificate of illness before the employee is compensated for sick leave. The City may require a doctor's certificate stating that the firefighter is required at home for care of the members of the firefighter's family within the employee's household.

Section 4 - Replacement of Personal Property. The City agrees to repair or replace hearing aids, eyeglasses or dentures damaged or lost while performing emergency work. The employee shall furnish satisfactory proof that damage or loss occurred during emergency work.

It is agreed that the City will reimburse Fire Department employees for loss or damage to personal property up to but not exceeding \$50.00 while in the performance of hazardous duty. "Performance of Hazardous Duty" shall be defined as suppression of an active fire, transporting a patient while on emergency ambulance service, and other conditions that may be determined as "hazardous duty" by the Fire Chief.

ARTICLE 12

Insurance Benefits

Section 1 – Health Insurance. The City will provide group health insurance through the Maine Municipal Employees Health Trust (MMEHT) for all full-time bargaining unit members

Effective January 1, 2015, the designated Plan will remain the MMEHT POS-C plan, at a City contribution rate of 65% and an employee contribution rate of 35%.

Effective January 1, 2019, the City will provide a Preferred Provider Organization Plan 2500, (PPO 2500) Health Insurance Plan through MMEHT at an employer contribution of 80% and employee contribution rate of 20%. The PPO 2500 Plan will have an HRA account funded by the City at a single coverage of \$2000.00 and family or employee/child coverage funded by the City at a rate of \$4000.00 per year available to each primary plan participant annually enrolled in the PPO 2500 Plan. Employees may still elect to enroll in the POS-C Plan. After December 31, 2018 the contribution rate for the POS-C Plan will be 65% paid by the City and 35% contribution rate by the employee.

If contract negotiations extend beyond the expiration of this agreement, both parties agree that the City will pay sixty percent (60%) of any increase in health insurance premiums, with the employee deduction to pay the other forty percent (40%) not to exceed five dollars (\$5) per week until a new agreement has been reached.

Employees who are insured by a comparable group insurance plan in addition to that provided by the City may elect to drop the coverage provided by the City. Employees who demonstrate proof of comparable coverage will receive \$250 per month for those electing out of an individual plan and \$300 per month for those electing out of a family or employee and child plan. Proof of coverage must be presented to the Human Resources Department. Employees who receive their health coverage from another City employee on a MMEHT medical plan, a government program such as MaineCare or Medicare, or a plan sponsored through the exchanges under the Affordable Care Act are not eligible to receive "opt-out" payments.

Health insurance coverage will be provided to domestic partners provided the City's insurance carrier allows for such coverage and as long as the domestic partners meet the insurance carrier's criteria. Twenty percent (20%) of the additional premium for the domestic partners coverage shall be borne by the employee.

Section 2 - Dental Insurance. Beginning January 1, 1986, the City shall pay the premiums under the City's dental insurance plan for coverage of employees only. Employees may elect to have their eligible dependents covered under the City's program by paying the additional premiums required. The City shall provide for weekly payroll deduction for those who wish to cover eligible dependents.

Section 3 – Retirement Health: Employees hired by the Fire Department on or prior to August 7, 1993 - When a firefighter retires with a minimum of twenty-five (25) years of creditable service with the City of Augusta, Fire Department, and in good standing, the City will contribute via direct deposit on a monthly basis, a sum equal to the following percentage of the cost of single coverage of the same health insurance coverage provided to active employees. Retired employees will provide proof of coverage to the City on an annual basis. The City's contribution will not exceed the retiree's monthly premium cost.

| | |
|-----------------------------|------|
| 25 or more years of service | 80% |
| 26 or more years of service | 84% |
| 27 or more years of service | 88% |
| 28 or more years of service | 92% |
| 29 or more years of service | 96 % |
| 30 or more years of service | 100% |

When an eligible retiree reaches the age of sixty five (65) years of age or Medicare eligibility, the City will contribute via direct deposit on a monthly basis, a sum equal to the percentage contribution at the time the employee retired (see above table) of the cost of the MMEHT Medicare supplemental plan provided the retired employee provides to the City proof of coverage on an annual basis. The City's contribution will not exceed the retiree's monthly premium cost.

The premium percentage for the City's contribution will be the years of service at the time of retirement or the number of years from the date of hire to the date the retiree first claims the benefit. For example, an eligible firefighter retires with 25 years of creditable service and waits five years to claim the retiree health insurance benefit, the City's contribution rate would be 100%. 25 years of service and retiree waited 5 years to claim the benefit, 25 plus 5 equals 30 years.

Eligible retirees who retire with 30 years or more of service and enroll with MMEHT for retiree coverage, the City will remit to MMEHT the City's contribution on behalf of the retiree.

Dependent coverage may be picked up at group rates at employee's full cost.

Employees hired by the Fire Department on or after August 7, 1993 are not eligible for any city contribution toward retiree health insurance.

Section 4 – Section 125 Plan: The City agrees to provide medical and childcare reimbursement accounts in accordance with the Internal Revenue Code Section 125. Effective January 1, 2015 and ending after December 31, 2018, the City will contribute \$250 on behalf of each employee who participates in the MMEHT PPO-500 Plan into a section 125 medical flexible spending account (FSA). The City's contribution is dependent upon each employee annually enrolling in the Plan. Effective January 1, 2019, the City will contribute \$350 on behalf of each employee who is the primary plan participant in the MMEHT PPO-2500 Plan into the section 125 medical flexible spending account (FSA) The City's contribution is dependent upon each primary plan participant/employee, annually enrolling in the Plan.

Re-Opener Clause:

The City and the Union agree to reopen this agreement during the length of this contract for the purpose of negotiation if the required deductible amount for single, family or employee/child changes or the out of pocket maximum changes on the PPO 2500 Plan.

Section 5 – Income Protection Plan: The City shall make available to the employee an Income Protection Plan. The premium of this Plan shall be 100% borne by the employee. The City agrees to provide payroll deduction and remittance to the provider for the premiums at the coverage level selected by the employee.

Section 6-Vision Plan: The City will provide unit employees with access to the MMEHT VSP Vision Plan that the City maintains for our City employees.

ARTICLE 13

Grievance Procedure

Section 1 - Declaration of Policy. It is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to grievances free from coercion, restraint, and reprisal.

Section 2 - Definitions.

- a. Employee shall mean any person covered by this Agreement as provided for under Article II - Recognition.
- b. Employer shall mean the individual designated by management to review and resolve grievances.
- c. Union shall mean the Local 1650 I.A.F.F.
- d. Grievance shall mean any claimed violation, misinterpretation or inequitable application of this Agreement or of any laws, rules, procedures, regulations, administrative order or work rules of the employer, or those matters affecting employees' health or safety, physical facilities, materials or equipment furnished to the employees or supervision of employees.
- e. Supervisor shall mean the employee on the next higher level of authority above the employee in the

department wherein the grievance exists and who normally assigns and supervises the employee's work.

- f. Days shall mean all days other than Saturday, Sunday, and holidays which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.
- g. The grievance shall consist of a written statement served upon the City or the Union as the case may be, by registered or certified mail or by personal service. The grievance must: (a) contain a statement of the claimed violation which is in dispute and (b) set forth a statement of the requested relief.

No grievance shall be permitted to be initiated more than fifteen (15) days after the date upon which the acts underlying the grievance arose or the employee became aware of the grievance; provided that such limitation shall not apply to payment of salary or benefits.

Section 3 - Rights of the Parties.

a. Rights of Grievant

1. Nothing in this ARTICLE shall be deemed to deny aggrieved firefighters the right to present their own grievance at Step 1 and 2 of the grievance procedure. In such event, the Union shall be notified of the grievance, shall have the right to be present at any meeting under this grievance procedure and shall receive copies of any written materials and determinations presented in the procedure and shall be notified in writing of any decisions rendered pursuant to this procedure. No resolution of a grievance under this provision shall be inconsistent with the provisions of this Agreement. The grievant shall have access to all written statements, records, and materials relating to the grievance.

b. Rights of the Union

- 1. The Union shall receive a copy of any claim, including supporting materials and of any decision rendered pursuant to this procedure.
- 2. The Union shall have the right to submit briefs to support or refute allegations of any party in a grievance.

c. Mutual Rights

In the event of the unexcused failure on the part of an aggrieved party to be timely, the grievance shall be deemed to be withdrawn. If the employer or their representative fail to make a decision within the required time period, the grievance may be appealed to the next step in a timely manner, except at step three, the grievance shall be deemed to be upheld and in all respects final and binding upon the parties.

Section 4 - Presentation.

Step One

- 1. An employee(s) who claims to have a grievance shall present this grievance to the supervisor orally or in writing within fifteen (15) calendar days of its occurrence, or of the date the employee became aware of the occurrence .
- 2. The immediate supervisor shall meet with the parties to resolve the grievance within three (3) days after the

request for the meeting. The supervisor shall render a decision in writing within five (5) days thereafter, a copy of which is sent to both the employee(s) and the employee(s)'s representative.

Step Two

The aggrieved party, if not satisfied with the decision at Step One, may within ten (10) days request a review by the department head. Such request is to be in writing with a copy to the immediate supervisor. The department head shall convene a meeting within ten (10) days after receipt of the request for said meeting. The department head shall render a decision in writing, within ten (10) days after the meeting, copies to the aggrieved and the aggrieved' s representative.

Step Three

If not satisfied with the decision at Step Two, the aggrieved party, with the approval of the Union, may within ten (10) days request in writing a meeting with the City Manager. The requested meeting shall be held within ten (10) days after it is received and a decision shall be made within ten (10) days thereafter, copies of the decision to the aggrieved party and the aggrieve' s representative.

Step Four

The aggrieved party with the approval of the Union may appeal an unsatisfactory decision at Step Three to an arbitrator selected by the Union and employer. The decision arrived at shall be final and binding upon both parties to the Agreement. The City and the Union shall attempt to mutually agree upon an arbitrator. In the event that the City and the Union are unable to agree upon an arbitrator, an arbitrator shall be selected in accordance with the Voluntary Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted by the City and the Union in accordance with the Voluntary Arbitration Rules of the American Arbitration Association.

The decision of the arbitrator shall be final and binding. All costs of arbitration, including fees and expenses of the arbitrator, shall be borne equally by the City and the Union, except that each party shall bear the costs of presenting its own case.

The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement, nor to render any decision which conflicts with a law. Awards may not be retroactive beyond the date the grievance occurred or beyond the date the employee became aware of the grievance except when the grievance involved cash pay earned but not received.

Section 5 - General Considerations.

1. All grievance discussions, meetings, conferences, hearings, shall be conducted during the normal workday.
2. The time limits at any step(s) may be extended by written mutual consent of the parties.
3. The move to Step Three and Arbitration must be approved by the Union.
4. Minutes may be taken at all grievance steps, above step two.
5. Any aggrieved employee or witness shall suffer no loss of pay as the result of the processing of grievances during such employee's normal work time (regular schedule).

ARTICLE 14

Working Rules

Section 1 - Work Rules. The Fire Chief will establish and publish working rules for the operation of the Augusta Fire Department. Outline of duties will be established and posted.

Section 2 - Revocation of Motor Vehicle License. Any firefighter may be suspended without pay if said firefighter's right to operate a motor vehicle in the State of Maine is suspended or revoked. A firefighter may continue to work if a limited license is issued by the State, permitting the firefighter to drive on the job for the City. Such suspension shall continue until the license is restored.

ARTICLE 15

Union Activities

The four bona fide officers of the Union may each be absent from work for not exceeding seven (7) days a year to carry on legitimate union activity, provided that prior to such absence, the employee secures a substitute at the employee's expense to perform the employee's duties and that the substitute is satisfactory to the Fire Chief. Any officer of the Union or other firefighter required to be absent from duties for the purpose of the administration of the collective contract shall receive regular pay. The phrase "Administration of this Contract" shall include negotiation of any future contracts except that the City shall only continue to pay for no more than two (2) on-duty firefighters at a time for contract negotiations.

ARTICLE 16

Absenteeism

Firefighters not expecting to work their regular tour of duty because of emergencies, illness or other justifiable cause shall notify Hartford Fire Station at least one (1) hour before scheduled to report to work, if at all possible. The provision shall not be interpreted as condoning repeated absences from work on the part of the firefighter.

ARTICLE 17

Labor Requirements

The firefighter shall be required to report to work on time and shall not leave the job until the firefighter has been properly relieved except upon personal emergencies and then will leave only when leave is approved by the senior officer on duty who in turn will immediately notify the Fire Chief.

The employees shall be prompt in reporting to their assigned duties and shall faithfully perform their duties to the best of their abilities.

ARTICLE 18

Jurisdiction over Firefighters

It is recognized that the Fire Chief is the head of the Augusta Fire Department and that all employees in the Fire Department will be responsible to the Fire Chief or designee in accordance with the provisions of the City Charter.

ARTICLE 19

Substitution

The trading of work shifts or fractions thereof is permitted in accordance with present practices, rules and procedures, provided, however that the trading is completed within twelve (12) months and does not conflict with state and federal statutes. The right to substitute shall be obtained from senior officer on duty affected by the substitution who in turn will notify the Fire Chief. The officer will permit only appropriately qualified employees to substitute. No person performing the duties of any officer or an officer shall be substituted without permission of the Fire Chief.

ARTICLE 20

Working Out of Classification

Any firefighter working out of classification will be paid at the rate of pay of the position in which the firefighter is working from the first day. No firefighters will be paid less than their regular rate of pay when working "out of classification", unless the firefighter is acting as a substitute.

ARTICLE 21

Labor - Management Partnership

Section 1: The Parties agree to establish and maintain a "Labor Management Relationship" 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 Augusta. Furthermore, the Parties agree to implement this Relationship with a firm commitment to avoid an adversarial relationship and work together towards developing and maintaining a Quality Labor-Management Relationship that fosters mutually beneficial outcomes. To this end, the parties agree to establish and maintain a Labor-Management Partnership Committee.

Section 2: 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.

Section 3: 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 Augusta
- Promote a better morale among all Fire Department employees
- Enhance the living/working conditions for all Fire Department employees.

Section 4: Committee Structure and Conduct. The LMC shall consist of three [3] Union Representatives [as determined by the Union] and three [3] Representatives from the City [as determined by the City]. Nothing in this agreement will restrict the parties from expanding its size by inviting other City Members, Department Heads and/or other jurisdictions to assist the committee in meeting its goals and objectives. In addition, at the request of one or more of the committee members, subject matter experts or other persons may be requested to attend meetings to offer advice and/or information on specific subjects. Based on the foregoing, the Parties have agreed to establish and maintain a set of meeting rules for conducting the business of their Labor-Management Partnership Committee and will establish these rules at their 1st scheduled meeting after the agreement has been executed by the parties.

The Committee shall also have the authority to appoint sub-committees and/or working groups, either standing or temporary, to assist in addressing any of the matters properly raised to the committee and/or to carry out its purpose. The committees established as part of the collective bargaining agreement will become sub-committees under the Labor-Management Partnership Committee and be governed by this MOU.

These sub committees could include but are not limited to the following:

- Health & Safety Committee
- Standard Operating Procedures Committee
- EMS Committee
- Overtime Committee
- Others to be created by the LMC as needed

In addition, at the request of one or more of the committee members, subject matter experts or other persons may be requested to attend meetings to offer advice and/or information on specific subjects.

All committee members, technical experts, sub-committees and working groups will demonstrate teamwork and cooperation. They will, at all times, keep all matters discussed confidential until the minutes of the committee are published, agreements executed, act in good faith dealing openly and honestly on all issues, striving to understand varying points of view, and contributing to the resolution of any conflicts that may arise. All participants will conduct themselves in a professional manner at all times.

Section 3: Committee Meetings and Agenda. The Committee shall meet on request of either party and/or at least once a month to discuss all matters of mutual concern. The meeting format, meeting date/times, meeting duration, location, and agenda development will be determined by the committee at their 1st meeting.

Section 4: Minutes. The parties agree that committee minutes will be maintained of all meetings and will be published as determined by the committee. The minutes of the committee will only reflect what was done and not what was said.

Section 5: Information and Data. The intent of this agreement is for both labor and management committee members to share information and/or data that they control or have direct access to, as long as it is not of a sensitive personnel nature and that is necessary and relevant for committee members to have full and complete understanding of the facts relating to the issues before them in order to fulfill their respective representational responsibilities and to make an informed decision while serving on the Labor-Management Committee.

Section 6: **Decisions:**

- a. Decision-making within the labor-management committee shall be based on consensus. For the purpose of this agreement, consensus is defined as a unanimous decision of "all" representatives present at the meeting. Unless otherwise agreed to by the parties, there must be quorum of at least 4 (2L, 2M) for voting purposes, but not necessarily for a meeting to take place.
- b. The Parties must ensure that all issues are fully discussed prior to reaching a decision. Once a decision is reached, it shall be supported by all members of the committee.
- c. If consensus is not reached, the issue[s] may be submitted for bargaining as appropriate through normal negotiation procedures pursuant to the terms and conditions of this CBA. Though the parties will strive to address their issues and/or resolve their conflicts through the labor-management committee, submission to the committee does not constitute an exhaustion requirement with respect to any of the parties' statutory or contractual rights.
- d. All decisions of the committee that are reached by consensus will be binding on the parties. The parties agree that Labor/Management Committee decisions, arrived at through consensus, constitute waivers of any rights that may exist to seek redress of that matter through any other forum, except as may be prohibited by law. All agreements reached by the committee will be signed by the Fire Chief, the Union President, and all members of the committee. The parties agree that under no circumstances shall an agreement reached by the committee modify the current CBA.
- e. All decisions of the Labor-Management Committee will be published jointly. All decisions will be posted for a thirty-day [30] period on all official bulletin boards as a result of the committee's actions.

ARTICLE 22

Fire Hydrants

It is understood that the responsibility for maintenance of fire hydrants is that of the Greater Augusta Utility District. Members of the Augusta Fire Department will not be required to remove snow or to mow grass in the

area of the fire hydrants except if emergency requires it.

ARTICLE 23

Funeral Leave

In the event of death in the immediate family of an employee, the employee shall be granted up to three (3) days leave of absence with full straight-time rate, eleven (11) or thirteen (13) hour pay to make household adjustments or to attend funeral services. "Immediate family" is hereby defined to include spouse, domestic partner, parents, children, brothers, sisters, parents-in-law, step-parents, step-children, foster parents, brothers-in-law, sisters-in-law, aunts, uncles, grandparents and grandchildren.

In addition, the Fire Chief or designee, may grant special consideration for additional leave where distance or unusual circumstances are a factor.

ARTICLE 24

Relief at Fires

In the event of a fire or fires requiring members to work longer than the required tour of duty, it shall be the responsibility of the Fire Chief to see that the firefighters are properly relieved by the oncoming tour as speedily as reasonably possible.

ARTICLE 25

Acknowledgement

Both parties to this Agreement, the Union and the City, will acknowledge in writing, any written correspondence requesting acknowledgement within ten (10) days from the date of such correspondence being received.

Correspondence to the Union shall be addressed to the Union President at a mailing address furnished to the City. Correspondence to the City shall be addressed to the City Manager at City Center. It shall be the responsibility of the Union to notify in writing, the name of the President and the tenure of office.

ARTICLE 26

Construction and Maintenance Work

Firefighters may be required to devote a reasonable amount of their regular working time to the routine maintenance, and repair of the vehicles, equipment and physical facilities of the Fire Department. Firefighters shall be required to perform house duties only in the Fire Department section of the facilities. This shall include current Fire Department facilities which will become so-called common areas. Fire Department employees shall not be expected to clean utensils and materials other than their own. Firefighters may not be required to engage in major construction work involving structural changes to the physical facilities of the Fire Department nor shall they be required to perform any maintenance or repair on other City equipment or physical facilities.

ARTICLE 27

Outside Employment

Firefighters will not engage in outside employment which might in any way hinder the proper performance of their public duties or impair the efficiency of the Fire Department.

Outside employment shall not be acceptable if any of the following conditions apply or develop:

1. Where secondary employment would involve the firefighter's appearance in City uniform or involve use of City equipment.
2. Where it appears that secondary employment had an adverse effect on the firefighter's sick leave record.
3. Where secondary employment impairs the firefighter's ability to discharge the duties and responsibilities of their City job.
4. Where a firefighter might be considered to be using their City position to influence their outside employment.

Firefighters who engage in secondary employment shall do so only with the understanding and acceptance that their primary duty, obligation and responsibility is to the City of Augusta. All City firefighters are subject to call at any time for emergencies or overtime duty and no secondary employment may infringe on this obligation except with written permission of the Fire Chief.

ARTICLE 28

Political Activity

No firefighter shall engage in any political activity while on duty nor while attired in a City uniform. The phrase "political activity" shall not include voting in any City, County, State or National election. Voting in any city, county, state or national election while on duty and in uniform shall not be a violation of this article.

ARTICLE 29

Miscellaneous

The firefighters shall have no right to engage in any work stoppage, slowdown or strike; the consideration for such provision being the right to a resolution of disputed questions.

ARTICLE 30

Clothing

All clothing deemed necessary to employment will be paid by the City. Clothing worn on duty will meet a reasonable standard of color and design. Deviations from the norm because of emergency or unexpected situations, will need approval of officer on duty.

The City of Augusta shall provide uniforms and firefighting gear for new Firefighters. Work uniforms shall include the following: 4 Augusta Fire Department T-shirts, 2 Augusta Fire Department Sweatshirts, 2 short

sleeve uniform shirts, 2 long sleeve uniform shirts, uniform badge, 3 pairs of pants, 1 pair of shorts, 1 pair of boots/shoes (a list will be provided by the Fire Chief for new Firefighters to choose from), 1 belt, 1 multi-season uniform coat, uniform badge, bell cap and tie. Fire fighting gear shall meet or exceed N.F.P.A. 1851 Ensemble for Structural Fire Fighting. If the N.F.P.A. 2020 edition is updated before the expiration date of this agreement then the City agrees to meet or exceed the new standard.

Required Items: 4 t-shirts, 2 job shirts/sweatshirts, 2 long sleeve uniform shirts, 2 short sleeve uniform shirts, 3 pairs of pants, 1 pair of work boots or shoes, 1 black work belt.

The City will provide replacement and supplemental uniforms as deemed necessary. The Chief or their designee will do periodic uniform inspections and will determine what items shall be purchased. The Department will maintain for all firefighters at least the minimum as stated above.

Notwithstanding the above, the City agrees to pay 100% of the cost of replacing required uniforms or equipment that is damaged or destroyed while on duty for the Augusta Fire Department, at the discretion of the Fire Chief.

The City will provide cleaning of required uniforms at no cost to the Firefighters.

ARTICLE 31

Provisions Regarding E.M.T.'s

1. The City shall have the right to assign sufficient numbers of employees to any required E.M.T. course so that those assigned, along with volunteers for the course, result in a complement within the Fire Department of thirty-two (32) State of Maine licensed Paramedics.
2. The assignment to Paramedic training and Paramedic status within the Fire Department to the number set forth above shall be of the employees having the least seniority; that is, such assignment shall be in a reverse order of seniority.
3. Employees requested or required to take any course to obtain or maintain Paramedic licensure shall be paid at the rate of time and one-half (1 1/2) their normal hourly rate for all time spent in the course not during their regular working hours, providing said course is satisfactorily completed; otherwise, employee shall be compensated at regular time. Employees may also request the Fire Chief, in advance of taking the course, that they be paid the time and one-half (1 1/2) rate set out above for time spent in taking such a course not during their regular working hours, but it is understood that the City is under no obligation to approve such payment.
4. It is agreed that the City, as a condition of employment of new personnel, shall require employees to satisfactorily complete any necessary course for state licensure as a Paramedic and driving courses as they become available.
5. Those firefighters of the thirty-two (32) compliment who have attained a Paramedic level prior to or during their employment by the City shall be required to maintain that higher level until such time as they are no longer part of the thirty-two (32) Paramedic complement set forth in Sections 1 and 2 of this Article.
6. All new firefighters hired on or after July 1, 2014 must have their Paramedic level license within twelve (12) months of hire except for the time period established in 7. below and must retain it for the duration of their employment.

7. During the period of July 1, 2022 and June 30, 2025, the City has the right to hire an employee that is an Advanced EMT (AEMT) rather than a Paramedic provided the Augusta Fire Department Medical Director provides written confirmation that AEMTs are able to work to their license level of EMS calls and complete the run reports within the scope of practice. The employee must take the first Paramedic class offered to them by the Augusta Fire Department. If that employee fails to take the first Paramedic class offered, fails a class, does not pass the Paramedic class, or takes the National Registry test and fails it three times, the employee will be terminated regardless of probationary status.

- a. Any employee hired under this section must be a licensed Paramedic before the employee is allowed to have “swing” responsibilities.
- b. Any employee hired as an AEMT under this section that has not become a licensed Paramedic by June 30, 2026 will be terminated.

ARTICLE 32

IAFF 457 Retirement Plan

Employees of Local #1650 shall be afforded the option of entering into a retirement program governed by the Internal Revenue Code 457. A company with an established program shall administer the deferred compensation program. It is however understood that the City of Augusta will make available the IAFF Financial Corporation 457 plan as one of the options in which bargaining unit members may participate in. Bargaining unit members will be entitled to transfer 457 plan assets to the plan of choice in accordance with the plan’s rules.

ARTICLE 33

Management Rights

It is understood that the City retains the right to manage its operations and retains all management rights except as limited by the express provisions of the Agreement.

ARTICLE 34

Professional Development

The City is committed to the principle of training for all employees. Said training shall be provided insofar as it does not adversely affect and interfere with the orderly performance and continuity of municipal services. Training shall be scheduled by the department head or designee. Employees will attend training sessions as assigned by the City. The department head shall generally encourage equal access to training opportunities to the extent that operational requirements of the department permit. The Association shall be given an opportunity, upon request, to offer suggestions to the department head on ways to improve access to training opportunities.

A notice of an acceptable training program will be posted giving the employees an opportunity to volunteer. Selection will be made taking into consideration those factors deemed appropriate by the department head, acting in the best interest of the Department.

ARTICLE 35

Education

Any firefighter who is awarded an Associate's Degree in Fire Science, Emergency Medical Services, Nursing, Business or Public Management, Law Enforcement, Sociology or Applied Sciences (medical and mental health fields) shall receive a weekly salary increase of 2.5% added to base pay. An employee with two or more Associate's Degrees in any of these fields will receive a salary increase of 3.75%. An employee with a Bachelor's degree in any of these fields will receive a 5% increase. Only one such increment shall be allowed for each firefighter. A firefighter with a degree (regardless of degree level) in a subject not on the list in this Article shall receive a weekly salary increase of 2.5% added to their base pay for one degree only. If that firefighter also has a degree from the list in this Article, the employee will receive a total weekly salary increase of 3.75%.

ARTICLE 36

Discharge or Suspension

Section 1 - Demotion, Suspension or Dismissal. A firefighter may be demoted, dismissed, suspended without pay or reprimanded for just cause. "Just cause" shall include, but shall not be limited to, the following:

- a. Drinking on the job or arriving at work while under the influence of intoxicating beverages or drugs or bringing same on the job.
- b. Failure to follow the orders of a superior.
- c. Being habitually late or tardy.
- d. Failure to properly perform the duties of the position.
- e. Negligent or willful damage to City property.
- f. Conviction of theft or any felony.
- g. Violation of the provisions of this contract regarding political activities.

Section 2. The employer shall not discipline, discharge or suspend any employee without just cause. In all cases involving the discharge or suspension without pay of an employee, the City shall orally notify the employee immediately of such action and shall notify the employee and the Union, in writing, within three (3) calendar days of the discharge or suspension and the reason therefore. Once any internal investigation is formally under way, the employee will be notified.

Section 3. The City shall discipline employees following the principles and practices of progressive discipline. The City reserves the right to determine appropriate disciplinary action in each disciplinary situation. An employee may file a notice of appeal of a discipline action and/or resulting disciplinary penalty through the grievance procedure as outlined in Article 13 of this Contract.

Section 4. No written reprimand short of suspension will remain in the employee's personnel file in excess of two (2) years unless a violation of the same nature has occurred within that year. In cases of a repeat violation of a like nature, the letter(s) shall remain in the personnel file until twenty-four (24) months have passed since

the most recent violation.

Section 5. No suspension notice will remain in the employee's personnel file in excess of three (3) years unless a violation of the same nature has occurred within that three-year period or unless the violation was of a more serious nature; i.e., causing bodily harm or life threatening in nature, whereas the letter(s) shall remain as a permanent part of the personnel file.

Section 6. Sections 4, 5, and 6 may be modified by mutual agreement between Union and management or by an arbitrator's decision.

ARTICLE 37

Staffing Levels

Beginning in 1992, the City will maintain a nine-member (9) shift level when all of the Department's positions are filled and/or when it is fiscally prudent to do so otherwise. In 1993, the City will maintain a nine-member (9) shift level.

The Captain/Training Officer position will not be included as part of the nine-member shift level.

ARTICLE 38

Meal Reimbursement for Unit Employees

Unit employees will be reimbursed for Meal Expenses when one of the following conditions is met:

Section 1. The expenses are incurred while a unit employee is traveling on Fire Department [City] business and lodging is required. Unit employees will be authorized to utilize their City issued Purchasing Card [Credit Card] for such travel related expenses [transportation, food, lodging and other allowable expenses]. While on overnight travel status, no more than three (3) meals may be claimed in one twenty-four (24) hour day. The maximum amounts for unit employees shall be the same as those maximum amounts established in Section V.E.1. of the City of Augusta Administrative Regulations (including the adjustment each July 1 by the amount of the National CPI-W for the preceding calendar year, rounded to the nearest \$1.00.)

Section 2. The expenses related to a meal during which the unit employee is out of the fire station conducting authorized Fire Department business are authorized for a meal reimbursement under the following conditions:

a. While responding to EMS Emergencies and/or Transports for all locations more than fifty [50] miles outside the City limits and/or as authorized by the Officer-in-Charge.

b. Meal allowances are authorized during the following hours of work while out responding to emergencies and/or Transports if any part of the transport occurs during the following hours:

| | |
|-----------|-------------|
| Breakfast | 0500 – 0800 |
| Lunch | 1100 – 1400 |
| Dinner | 1600 - 1900 |

c. Unit employees will be authorized to utilize their City issued Purchasing Card [Credit Card] for meal allowances should the employee be on FD business in excess of 50 miles from the station. For all other meal allowance expenses, the unit employee will be required to submit an expense voucher with supporting receipts for meals authorized under this MOU. All amounts shall include tax and gratuity. Gratuity may not exceed fifteen percent (15%). All meals must be listed separately on the employee's expense voucher. All completed expense vouchers will be submitted to the Fire Chief and/or his designee through the appropriate Chain-of-Command for review and processing.

d. For Fire related emergencies when unit employees are out of the station for prolonged periods of time and unable to have access to food/beverage, the Office-in-Charge is authorized to purchase food/beverages for those unit employees still on the fire ground or scene of the emergency as part of the rehab process.

ARTICLE 39

Alternate Shift Fire Fighter/Paramedics

It is agreed that two Alternate Shift Fire Fighter/Paramedics will be included in the current labor agreement between I.A.F.F. Local #1650 and the City of Augusta. Two new positions be created and will work a 42-hour workweek in seven week "cycles" rather than the actual hours worked in the pay period. Actual payroll figures will be adjusted to include overtime worked or hours of unpaid absence. Schedule will be 7:00 a.m. to 7:00 p.m. four days on, four days off. All current members will be given the opportunity to bid on the Alternate Shift positions and assignments made based on seniority and suitability. If a position goes unfilled it will be assigned to new personnel. The additional personnel will not be considered part of the nine- (9) member staffing level as stated in Article 39. The additional personnel will not be included in the compliment of thirty-two (32) Paramedics - Article 31, #1 of the current labor agreement. Alternate Shift Fire Fighter/Paramedics will be added to the Seniority List and granted rights as such within the current labor agreement. Extra days will be granted to the Alternate Shift Fire Fighter/Paramedics as per Article 10 Paragraph 2 of the current labor agreement provided they do not affect the traditional 48-hour personnel's ability to take extra days. Time off will still be granted based on a maximum of four people off per shift (i.e. ADO, extra days, vacation).

ARTICLE 40

Earned Paid Leave

The City will provide Earned Paid Leave only to the extent required by 26 M.R.S.A. Section 637 and associated Maine Department of Labor Regulations.

Accrual of Earned Paid Leave

The accrual of Earned Paid Leave (EPL) for eligible employees begins on January 1, 2021 or at the start of employment if employment begins after January 1, 2021. All eligible City employees are entitled to earn one hour of paid leave for every 40 hours worked up to a maximum of 40 hours in one year of employment. EPL will be paid at the employee's regular rate of pay as established in the week immediately prior to taking earned paid leave.

Use of Earned Paid Leave

Once an employee has been employed for 120 calendar days, the employee may use the earned paid leave they have accrued for any reason. It must be used in increments of one (1) hour. Employees that have been employed for at least 120 days prior to January 1, 2021 may use EPL as soon as it is earned.

Required Notice for Use of Earned Paid Leave

The amount of advance notice for use of EPL depends on the purpose for which EPL is being used. When an employee wants to use EPL for an emergency, illness, or other sudden necessity, the employee must notify their supervisor as soon as practicable. When EPL is being used for a planned purpose, an employee must provide at least 4 weeks of prior notice to their supervisor of their intent to use EPL. Use of EPL may be denied if the City would sustain an undue hardship by virtue of the employee’s absence.

Carry Over of Earned Paid Leave

Unused EPL from the previous year will carry over, however, the maximum amount of EPL allowed in a one year period remains at 40 hours. For Example: An employee carries over 8 hours of unused accrued EPL from the previous year. In the present year, the employee is only entitled to accrue up to 32 additional hours of EPL, regardless of how much EPL the employee uses in the current year.

Leave Accrual upon Separation

Unused accrued EPL (up to 40 hours) will be paid to the employee at time of separation from employment with the City.

ARTICLE 41

Term of Contract

This Agreement shall be effective upon execution and shall remain in full force and in effect until June 30, 2025. The Contract shall be automatically renewed for succeeding one year periods unless either party shall notify the other to renegotiate at least sixty (60) days prior to June 30, 2025.

IN WITNESS WHEREOF, said City of Augusta and said Augusta Uniformed Firefighters Association, Local No. 1650, have each caused this instrument to be signed by its Officer hereunto duly authorized this

_____ day of _____, 2022.

CITY OF AUGUSTA

Witness

City Manager

AUGUSTA UNIFORMED FIREFIGHTERS
ASSOCIATION, LOCAL NO. 1650

Witness

President