

CITY OF AUBURN

Auburn Firefighters Association
Local No. 797



Collective Bargaining Agreement

Between the

City of Auburn

and the

**AUBURN FIREFIGHTERS ASSOCIATION
(LOCAL NO. 797)**

January 1, 2012 – December 31, 2012



CITY OF AUBURN

Auburn Firefighters Association
Local No. 797

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PREAMBLE

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**Auburn Firefighters Association
Local No. 797**



100 Agreement made this day: November 6, 2012 by the City of Auburn and the Auburn
Firefighters Association, Local No. 797, International Association of Firefighters, AFL-CIO
(hereinafter referred to as the Association.)

105 Pursuant to the provisions of Title 26 M.R.S.A., Chapter 9-A, §961, the City of Auburn,
Maine enters into this agreement with the Auburn Firefighters Association, Local No. 797,
International Association of Firefighters, AFL-CIO (herein referred to as the Association) to
promote the improvement of the relationship between the City and the Association and their
employees/members by providing a uniform basis for recognizing the right of public employees
to join labor organizations of their own choosing and to be represented by such organizations in
110 collective bargaining for terms and conditions of employment.

In consideration of the respective promises of the parties hereto and, pursuant to the
provisions of M.R.S.A. Title 26, Chapter 9-A (1973), and in order to increase general efficiency
in the Fire Department, and to promote morale, equal rights, well being, and security of the Fire
115 Department's permanent employees, it is agreed by the parties hereto as follows:

ARTICLE I - Recognition

Section 1 - Association

120 The City hereby recognizes the Association as the sole and exclusive bargaining agent of
all members of the Auburn Fire Department except for the Chief, Deputy Chief, and clerical staff
for purposes of bargaining with respect to rates of pay, wages, hours of work, working conditions
and all other terms and conditions of employment.

Section 2 - Non-Discrimination

125 The City agrees that no employee shall in any manner be discriminated against or
coerced, restrained or influenced on account of membership in the Association by reason of
130 his/her holding office therein, or by reason of being a member of a collective bargaining
committee of the Association, and the City agrees that the provisions of this Article shall be
applicable to all persons to whom this Agreement applies without discrimination.

135 All employees have the right to work in an environment free from discrimination
unrelated to job performance. Intimidation and harassment of employees, whether it be by
fellow employees or by management personnel, including sexual harassment in all its various

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**Auburn Firefighters Association
Local No. 797**



100 Agreement made this day: October 16, 2012 by the City of Auburn and the Auburn
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fellow employees or by management personnel, including sexual harassment in all its various

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forms, is unacceptable conduct, which may constitute as grounds for disciplinary action. This provision shall not in any way prevent the Association from discharging its duty of fair representation of any of its members.

140

Section 3 - Public Servants/Ethical Standards

The individual members of the Department and of the Association are to regard themselves as public servants, and as such they are to be governed by the highest ideals of honor and integrity in order that they may merit the respect and confidence of the general public.

145

ARTICLE II - Management Rights

Except as otherwise provided in this contract, the City shall remain vested solely and exclusively with all of its common law and its statutory rights and with all management and supervision of operations and personnel including the right to hire, promote, suspend or otherwise discipline firefighters under the City Charter and Ordinances.

150

ARTICLE III - Labor Management

Section 1 - Purpose

The City, Union, and its members, agree to participate in a Labor Management Committee, whose purpose is to work together in identifying and implementing improvements to the operations of the Auburn Fire Department and service to the citizens of Auburn. The goals of the Committee include fostering good communications (both internal and external to the department), sharing operational ideas and departmental concerns, reviewing operational and capital budgetary items as well as future planning initiatives, improving customer service (internal and external), increasing accountability and effectiveness, increasing productivity and realization of cost savings.

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Section 2 - Employee's Role

Employees are encouraged to openly and actively share ideas and suggestions with the Committee. When faced with a concern or complaint, employees may introduce the subject at the Labor Management Committee for discussion and potential resolution. If this does not resolve the issue, employees may refer to Article XII, "Grievance Procedure".

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Section 3 - Management's Role

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Management is encouraged to foster a work environment which allows employees to be knowledgeable of departmental activities and planning, actively approach management, and to have the opportunity for open dialog. Management is also encouraged to discuss employee concerns and complaints, and to solicit input and suggestions to improve the operations of the Department and the work environment.

180

Section 4 - Committee Participation

The Labor Management Committee will meet monthly and consist of at least two (2) representatives from both the City and the Union. For the City, the members may include, but not limited to, the Fire Chief, Deputy Fire Chief, the Human Resources Director, the Assistant City Manager, the City Manager, or another member of city administration. The Union agrees to appoint at least three (3) representatives to the Committee and other members as may be needed for individual issues and/or sub-committees. Each Labor Management Committee meeting shall be called to order after a quorum of four (4) members—but no less than two City and two Union members—by the Fire Chief, or in his absence the Union President, or in his absence another person appointed by the Fire Chief, who will serve as chair; have its meeting time be posted in a place accessible to all employees and be open to other employees; have an agenda with at least unfinished and new business items; shall be recorded by way of written minutes; and shall have its draft and/or approved minutes be electronically posted. Notice for items to be placed on the Labor Management Committee Agenda shall be made not less than three (3) working days prior to the scheduled meeting. There shall be no extra compensation for those appointed to serve on the Labor Management Committee, unless already scheduled to work. Other Union members may attend if their work schedule permits.

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It is in the best interest of the City of Auburn, the Fire Department, and our citizens, to create a forum such as the Labor Management Committee to function productively and effectively. If, at any time, either party determines the process is not working or is failing, either party may invite the Assistant City Manager or City Manager to attend to help facilitate and foster a healthy work environment between labor and management.

205

The 2013 work plan for the committee has been agreed to set the following priorities:

1. Peer Fitness
2. Driver Operator Position
3. Uniform Allowance (as outlined in Article XVIII Section 1)
4. Distribution of EMS Personnel

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ARTICLE IV - Dues Check-Off

220 Section 1 - Fair Share

The Association shall have exclusive rights to payroll deductions of membership dues and service fees. Any firefighter who at any time on or after the effective date of this Agreement is not a member of the Association shall, within thirty days after such conditions are met be
225 required to choose from the options of: (1) membership in the Association; (2) payment to the Association of a service fee equal to 80% of Association dues as a contribution towards the cost of collective bargaining, contract administration and the adjustment of grievances; or (3)
230 exclusion from both. Each such firefighter shall be required to make his/her choice in writing on payroll deduction forms supplied by the Association. Failure to choose membership or the 80% service fee option shall constitute a choice of exclusion from both. An employee choosing
235 exclusion from both membership and 80% service fee option shall be irrevocably bound by such choice except as provided hereinafter and if the employee request, shall be entitled to the services of the Association under the agreement only upon payment to the Association of reasonable fees, including fifty dollars per hour for employee representative services, and
240 attorneys fees and costs and expenses, including arbitration fees and expenses, incurred by the Association on behalf of such employee. Any firefighter who is required by this Article or who was required under the terms of the predecessor agreement, to select from the options set about above may change his/her status with respect to those options during the 20 day period immediately prior to the expiration of this Agreement by giving written notice to the City and to the Association during that period.

245 The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the US. Supreme Court in Chicago Teachers Union v. Hudson 106 S. Ct. 1066(1986), with respect to the constitutional rights of fair share fee payers.

It is specifically agreed that any dispute concerning the amount of fair share fee and/or the responsibilities of the Union with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

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250 Any employee covered by this Agreement at any time may submit a grievance to the City
and have such grievance adjusted without the intervention of the Association, if the adjustment is
not inconsistent with the terms of this collective bargaining agreement and if the Association has
been given reasonable opportunity to be present at any such meeting of the parties called for the
resolution of such grievance.

255 The Association agrees in consideration thereof for itself and its members to individually
and collectively perform loyal and efficient work and services, and it and they will use their
influence and best efforts to promote and advance the interests of the taxpayer of Auburn.

260 Section 2 - Check-off

Upon written authorization of a firefighter, approved by the Association President, the
City agrees to have the appropriate City Department deduct from the pay of each firefighter, as
so authorized, the amount of funds as indicated on the Fair Share Agreement between the
265 firefighter and Association, to be deducted from his/her pay check each week, and deliver same
to the Association Treasurer at his/her request, provided, however, that if any employee has no
check due him or the check is not large enough to satisfy other deductions, then in that event no
deduction will be made from said firefighter for that period. In no event will the City be
obligated to collect fines or assessments charged by the Association to its members. The City
270 shall not be obliged to deduct funds from the weekly pay after receiving written notice, on forms
provided by the Association, that he/she no longer authorizes such deductions. The Association
agrees in consideration thereof for itself and its members to individually and collectively perform
loyal and efficient work and service, and it and they will use their influence and best efforts to
promote and advance the interests of the taxpayer of Auburn.

275 Section 3 - Association Indemnification

The Association shall indemnify, defend and save the City harmless against any and all
claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs
280 that shall arise out of or by reason of action taken or not taken by the City in complying with
provisions of this Article. If an improper deduction is made, the Association shall refund
directly to the employee any such amount.

285 **ARTICLE V - Strikes and Slowdowns**

The Association agrees that firefighters who are subject to the terms of this Agreement
shall have no rights to engage in any work stoppage, slowdown, or strike in consideration of the

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290 right to a resolution of disputed questions. Any or all employees who violate the provisions of this Article may be subject to disciplinary action, including discharge. This provision is not intended to reflect an employee's refusal to carry out an unjustifiable management request.

ARTICLE VI - Wages and Compensation

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Section 1 - Wages

All firefighters covered under this Agreement shall be paid in accordance with the attached wage schedule(s).

300

All firefighters must complete performance evaluations on their anniversary date of hire or date of promotion.—Firefighters who are eligible for a step-increase will receive it effective on their anniversary date of hire or promotion.

305

Firefighters who are promoted will be slotted at the entry step of the new rank or at the step which brings them closest to but not less than 5%.

310

Any firefighter who receives a change or lapse in EMS license shall immediately notify the officer in charge of EMS Services in writing. Any firefighter who continues to receive EMS pay after his/her license has lapsed or who falsifies his/her license may be subjected to one week's suspension without pay.

Section 2 - Tuition Reimbursement for Work-Related Courses

315

The City will reimburse 100% of the tuition for courses, seminars and conferences as long as the following criteria are met:

320

1. The course, seminar, conference receives written pre-approval by the Fire Chief.
2. The course is *directly work-related* (with the exception of elective courses accepted as part of the course curriculum for a Degree in Fire Science or Paramedicine); and
3. The firefighter agrees to use the knowledge and skills gained in training paid in part by the City for the benefit of the City.

325

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330 4. Approved courses in the amount of \$100.00 or greater may be pre-paid by the City. Upon successful completion of a course with a passing grade or certificate of completion, the City will reimburse the individual firefighter for the balance due of the approved tuition expenses, which are not covered by scholarships, or other educational financial assistance. If the firefighter receives pre-payment for the course and he/she does not pass or receive a certification/license of completion, he/she will reimburse the City for the cost of the course.

335 The City will pay the full cost of all pre-approved EMS related courses, case reviews, seminars and skill labs. If a firefighter does not obtain the license or pass the course, case review, seminar or skill lab, after the City has paid the cost of the course, the firefighter/EMT will reimburse the cost of the course. As of October 16th 2012 if the firefighter has successfully completed an EMS upgrade, through the reimbursement of the city, the firefighter will be required to maintain the license for a minimum of three years. Should the firefighter separate prior to completing one year of service at the new license level the firefighter will reimburse the city a prorated amount of the tuition. The break down of the proration will be as follows:

- Firefighters that separate from the department less than three months after completion of the course will be required to repay the entire cost of tuition and books
- Firefighters that separate between three and six months after completion of the course will be required to repay fifty percent of the cost of tuition and books
- Firefighters that separate between six months and one year will be required to repay twenty-five percent of the tuition and books

350 After maintaining the license upgrade beyond the three year minimum the firefighter will be required to provide a Three (3) month notice of intent to have the license lapse.

355 5. The City will reimburse costs of textbooks for pre-approved courses up to 50% or \$50.00 whichever is greater. Approval for reimbursement for textbooks is dependent upon the constraints on funds in the Fire Department training account.

360 In response to a request, the Battalion Chief or Acting Battalion Chief may reassign on a temporary basis, personnel in order to allow on-duty personnel to attend educational opportunities in the local area. This section is intended to apply to those classes that have been requested by individual firefighters as opposed to departmental training. If the battalion is not at minimum, the firefighter(s) may attend class on duty in their personal vehicle, but will remain on call and will take a portable radio with them to class. At the discretion of the Battalion Chief or

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365 the Acting Battalion Chief, the firefighter may only need to respond on a "Condition"
assignment. If battalion staffing is at minimum, the firefighter(s) may take apparatus to class if
the other members of that company are in agreement to go along with the firefighter(s) attending
class or the firefighter may attend class in a privately owned vehicle with a portable (the
apparatus would be treated as per current standards for apparatus down one firefighter on
emergency leave). Whenever possible, if more than one firefighter on duty is attending the same
370 class, the Battalion Chief or the Acting Battalion Chief will assign these personnel to the same
piece of apparatus in order to limit the number of units on delayed response. Reassignments will
be made in such a way as to keep Rescue in service and in normal response whenever possible.
The following conditions will be required in order to utilize on duty participation for class:

- 375 1. On-duty attendance to class must be pre-approved by the Fire Chief.
2. The Chief has the right to limit the number of on-duty personnel attending class.
3. The class may only be in either Auburn or Lewiston.
- 380 4. Units must remain in service at all times.
5. Spare Department vehicles may be used in place of privately owned vehicles.
- 385 6. There will always be a minimum of ten (10) firefighters in Auburn not on delayed
response, unless specifically approved by the Chief or his designee.

ARTICLE VII - Hours of Work and Overtime

390 Section 1 - Hours of Work

Firefighters' regular workweek shall consist of an average of forty-two (42) hours per
week. For the duration of this contract, the regular tour of duty (on-duty shift) shall consist of a
twenty-four hour continuous time period commencing at 7:00 a.m. and ending at 7:00 a.m. the
395 following day. Firefighters shall remain in active status performing work assignments between
the hours of 7:00 a.m. and 10:00 p.m. and 6:00 a.m. and 6:59 a.m. during on-duty shifts, except
for the free time periods. The department will be organized under a four (4) battalion system.

400 A work cycle, for the duration of this contract, is defined as one twenty-four hour tour of
on-duty time (on-duty shift) followed by three consecutive twenty-four hour time periods off
beginning at 7:00 a.m. following the on-duty shift.

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Section 2 - Use of Free Time

405 Firefighters shall be permitted to use recreational facilities furnished by the Auburn Firefighters Benefit Association when they are not specifically assigned to firefighting or other duties. It is understood that firefighters on a voluntary basis will frequently use their free time for study and on-the-job training.

410 Section 3 - Overtime and Compensatory Time

415 Firefighters shall be paid for work performed on regular off-duty shifts and during their free time period at an overtime rate of one and one-half (1½) times their hourly rate as per the attached wage schedule, except that for multiple alarms. (See Article XV) Firefighters participating on teams established or created by the Department (with the exception of firefighters serving on the Labor Management Committee) on their off-duty time shall have a choice of being compensated at their regular overtime rate or by accruing compensatory time at one and one-half times the number of hours actually worked. The following conditions shall apply to the accrual of comp time:

1. The firefighter may accrue up to 48 hours per year;
2. Comp time accrued but not used will be paid out the last pay-period in the fiscal year at the regular hourly rate in effect for the firefighter at that time;
3. No firefighter may choose to take comp time on a day on which his/her battalion would thereby be reduced below the minimum staffing level (because of prior scheduled vacations, existing extended sick leave, on-the-job injuries, or other cause known at the time notice is given).

430 Any on-duty firefighter returning to the fire station and completing his/her duties prior to 7:15 a.m. after answering a call received before the completion of his/her work shift at 7:00 a.m. shall receive no extra compensation. If he/she returns and completes his/her duties after 7:15 a.m. he/she shall be paid for one-half (1/2) hour at his/her overtime rate. If after 7:30 a.m. and before 8:00 a.m. he/she shall be paid for one (1) hour at his/her overtime rate; if after 8:00 a.m., at his/her overtime rate for all time worked after 7:00 a.m. as set forth in the attached schedule.

ARTICLE VIII - Acting Rank

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440 Any firefighter selected to act as an officer of higher rank shall be entitled to receive
acting rank in the amount of five (5) % over the non-EMS firefighter base hourly rate for a full
445 tour of duty if he/she acts in said rank for a period in excess of half the tour of duty.

A firefighter performing overtime work while acting in higher rank shall receive one and
445 one-half (1 ½) times his/her hourly rate of pay in such higher rank for such overtime work.

Firefighters, Lieutenants and Captains shall have the right to decline to serve as an officer
of higher rank unless, in the judgment of the Chief, the Deputy Chief, or the Battalion Chief on
duty, no other qualified on-duty firefighter is willing and available to serve. No firefighter who
450 has been assigned to act in higher rank and who, in the judgment of the supervising officer, is
performing such duties in a proper manner shall be reassigned to other duty for the purpose of
depriving him/her of an opportunity to receive extra pay under the provisions of this Article.

When a firefighter is assigned to act in higher rank, he/she shall not receive an increase in
455 pay for any day of such service during which an officer of equal or greater rank than that in
which he/she is acting is assigned to the same company for a period exceeding one-half (1/2) the
shift (12 hours).

460 **ARTICLE IX - Holidays**

Each firefighter covered by this Agreement, shall, in addition to his/her regular weekly
wage, be paid 1/4 of his/her weekly wage for each of the following holidays:

- | | | |
|-----|--------------------------|--|
| 465 | 1. New Year's Day | 7. Columbus Day |
| | 2. Washington's Birthday | 8. Veteran's Day |
| | 3. Patriot's Day | 9. Thanksgiving Day |
| | 4. Memorial Day | 10. Christmas Day |
| | 5. Independence Day | 11. Martin Luther King Day |
| 470 | 6. Labor Day | 12. Any one time national holiday mandated by the President and observed by other Auburn City Departments |

475 Holiday pay will be based on the non-EMS firefighter's rank and step.

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The day after Thanksgiving will be holiday routine, but the firefighter will not receive holiday pay.

480 Firefighters shall receive holiday pay during the pay period following the date in which the holiday falls. The Office Manager will post the calendar noting the holiday pay dates for the year.

ARTICLE X - Vacations

485

Section 1 - Vacation Accrual

490 For the purposes of this article, it is understood that years of service will mean continuous years of service. Probationary firefighters (members with less than twelve (12) months of service) will accumulate hours at the rate of eight (8) hours per calendar month. Probationary firefighters may not take vacation leave during their first twelve (12) months of service unless there are special circumstances which would warrant the Chief, or in his absence, the Deputy Fire Chief authorizing a waiver of the restriction on vacation leave. Requests for waivers and the administrative decision regarding the request shall be in written form.

505

500 Firefighters with less than six (6) years of service will accrue vacation hours at the rate of eight (8) hours per calendar month. Firefighters with a minimum of six (6) years of service but less than fourteen (14) years of service will accrue vacation hours at the rate of twelve (12) hours per calendar month. Firefighters with fourteen (14) or more years of service shall accrue vacation hours at the rate of sixteen (16) hours per calendar month. If the firefighter's anniversary date of hire falls on or before the 15th of the month, the firefighter will receive his/her additional vacation accrual that month. If the firefighter's anniversary date falls on or after the 16th of the month, then the firefighter will receive his/her additional vacation accrual the following month. This will occur only during the sixth and the fourteenth years of service.

505

Vacation hours will continue to accrue during sick leave absences, while on on-the-job-injury, or any other paid absences authorized by the Chief or Deputy Chief.

510 Except for the first month of service and the last month of service, vacation hours for each month shall be awarded on the last day of each calendar month and then added to the firefighter's current balance. The month in which employment begins shall be counted as a month of service if the date of hire occurs before the 16th of that month. The month in which employment terminates shall count as a month of service if the date of resignation is after the 15th day of the month. The Fire Department administration will post a report detailing each

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515 firefighter's total accumulation of vacation hours. Firefighters may take vacation time at any point throughout the year, but on January first of any year, all vacation balances will not be in a negative number. It must be zero or greater. It will be the responsibility of the Deputy Chief to make sure no one uses more time than they should.

520 Unless otherwise specified in this Article, vacation leave will be taken in increments of one-week periods (blocks). For vacation leave purposes, a one-week period is defined as commencing on Sunday at 7:00 hours and ending on the following Saturday (at the end of the shift 07:00 hours).

525 Vacation leave will be deducted on an hour for hour basis with a minimum of a twenty-four (24) hour time period (continuous block of time). Thus, if two duty days fall within the vacation week, then forty-eight (48) hours will be deducted from the firefighter's total hours accumulated. Also if only one duty day falls within the vacation week, then twenty-four (24) hours will be deducted from the firefighter's total vacation hours.

530

Section 2 - Vacation Selection

535 Vacations shall be chosen by firefighters on the basis of total years of service in the department without regard for time served in a specific rank. A maximum of two firefighters per battalion can be on vacation at the same time.

540 Vacation period selections for the upcoming calendar year shall commence with the initial department wide process conducted in the first full week of November starting on Monday and ending on Thursday of the present year. The Battalion Chief will notify all upcoming year shift members in writing of the date and time for vacation selection at least two (2) weeks prior to actual picking date. During this period of time all vacation weeks will be picked. Firefighters may decline to select any or all of their vacation periods during this process. Any firefighter who declines to select their vacation period(s) during this process forfeits his selection and may not select his/her vacation periods until the vacation process is completed. The firefighter who
545 declines to select their vacation period(s) must notify the Deputy Chief, or in his absence, the Chief, of his decision.

550 For purposes of record keeping, the firefighter's declination(s) shall be noted (and initialed) in the appropriate block(s) on the cover sheet attached to his/her battalion's schedule.

The selection of vacation periods earned for the upcoming calendar year shall take priority over all other earned periods of time off (including vacation periods carried over from

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the previous year). During the month of November each firefighter, based on seniority, shall have the opportunity in a department wide process to:

- 555
1. Select/decline their first two seven (7) day vacation blocks (to be completed during the first full week of November on their duty day starting Monday). If an employee is not present during this time frame, he/she needs to leave a list with the Battalion Chief of the dates he/she wishes to take, as well as a phone number, so the Battalion Chief can contact the employee if the dates he/she has asked for are not available. If the employee does not conform to this, he/she will forfeit their vacation selection and not be allowed to pick their vacation until after November 21st. Any employee who passes on their picks at this point or any other point in the vacation selection process will not be allowed to pick the remaining vacation time until after November 21st.
- 565
2. After seven (7) years of service, select/decline their third seven (7) calendar day vacation block upon the battalion's completion of step 1 (to be completed on the first duty day of that week), and then,
- 570
3. After fifteen (15) years of service, select/decline their fourth seven (7) calendar day vacation block upon the battalion's completion of step 2. (Selection of fourth week block will be completed on the first duty day in the first week of November.)

575 If firefighters are changing battalion, they shall select vacations dates with the battalion they will be working with in the upcoming year.

580 Upon completion of the November selection process, the battalion cover sheet and vacation selection process shall be forwarded to the Deputy Chief and a copy posted in the Battalion Chief's office, at Engine 5 station and at Engine 2 station. Following the completion of the November selection process, the firefighters may randomly substitute/exchange up to two vacation block weeks (48 on-duty hours per week) for up to four individual vacation days (twenty-four hour on-duty shifts). The selection of individual vacation days shall commence no sooner than 11/21. All requests for earned time off including carried over vacation periods, etc. for the upcoming calendar year shall not be accepted nor submitted prior to 07:00 hours on 585 11/21. All requests will be submitted through the Battalion Chief's Office. The requests shall be forwarded to a Battalion Chief in written form including the date of the request, time of day the request was submitted (hours:minutes), and the signature of the BC or his replacement.

Section 3 - Vacation Changes

590

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Any firefighter having declined to select a vacation period during the November process shall be allowed to select any unclaimed vacation period (less than two firefighters on vacation) for that calendar year. The request shall be forwarded to the Battalion Chief in written form including the date of the request, time of day the request was submitted (hours:minutes), and signature of the BC or his replacement. A firefighter's change of a previously selected vacation period will not be allowed if it causes replacement hiring to maintain the minimum staffing level per battalion on a day when a floating holiday has already been confirmed. A firefighter who requests vacation time that includes a day already approved as a floating holiday and that would cause replacement hiring to maintain minimum staffing level per battalion on that day will be responsible to find a swap or have to forego the change in vacation.

Firefighters shall be entitled to change vacations up to a total of four times per calendar year provided that notice of such change is approved by the Battalion Chief. Approval or denial of the requested change shall be in written form. Such approval by a Battalion Chief shall not be unreasonably withheld.

A firefighter may accumulate an absolute maximum of 288 hours (six weeks @48 hours per week) at the end of any calendar year. If the hours exceed 288 hours, all unused hours will be forfeited, except if a firefighter is unable to take vacation due to an on-the-job-injury or extended sick leave. If a firefighter is unable to take vacation due to an OJI or extended sick leave, he/she can exceed the cap by 192 hours.

Section 5 - Floating Holidays

Each firefighter is entitled to choose and take off one floating holiday per calendar year. From 07:00 hours on the Friday after vacation selection through 11/20, firefighters shall either pick or pass on selecting their floating holidays. All requests will be submitted to the Battalion Chief's office in written form including the date of the request, time of day the request was submitted (hours:minutes), and the signature of the BC or his replacement. The BC will also sign, date and put time of submission on the form. The floating holidays may not be picked until after the vacations have been selected for that year. Choice of date must be made by written notice addressed to a Battalion Chief. No firefighter may choose a holiday on a day on which his/her battalion would thereby be reduced below the apparatus staffing level (because of prior scheduled vacations, existing extended sick leave, on-the-job injuries, or other cause known at the time notice is given). The Battalion Chief shall notify the requesting firefighter that his/her floating holiday date is confirmed, or that it is denied because it would cause a reduction in force below the staffing level per apparatus, within twenty-four (24) hours of the request. The

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630 purpose of this provision is to allow the firefighter choosing a floating holiday to make advance plans for the enjoyment of that holiday, while minimizing the occasion on which the City will incur extra cost for replacement to maintain apparatus staffing.

635 Floating holidays may not be carried over from one year to another without the approval of the Chief. The Chief will consider any extenuating circumstances when approving or denying the carryover of floating holidays.

ARTICLE XI - Sick Leave

Section 1 - Use of Sick Leave

640 It is the expectation of the City of Auburn and I.A.F.F., Local 797 that firefighters will be available for duty. However it is recognized from time to time, a firefighter will be absent due to illness. Therefore firefighters shall accrue sick leave at a rate of thirteen (13) hours for each calendar month of service to be used for the firefighter's personal illness or for a member of the firefighter's "immediate family". For purposes of this article, "immediate family" is defined as a spouse, significant other, child, or parent. A firefighter absent because of any one or more of the foregoing reasons shall cause such fact to be reported to the officer in charge immediately. A firefighter shall also be entitled to sick leave when his/her disability arises out of or in the course of actual gainful employment outside the Fire Department, except when he/she is receiving worker's compensation for injury or illness. A firefighter on sick leave shall call in when he/she is able to return to duty.

655 Actual hours of sick leave used shall be charged against a firefighter for each workday that he/she is absent from duty for any of the reasons set out in the first paragraph of this Article.

Section 2 - Return to Work/Fitness for Duty

660 Any firefighter who is unable to work for eight (8) consecutive calendar days (counted beginning with the date of absence shown on the "Report of Absence" slip) or more due to personal injury or illness shall deliver a doctor's certificate before returning to work stating that the firefighter is fit for duty. The expenses, if any, for obtaining the doctor's certificate shall be borne by the City, including reimbursement to the firefighter within one (1) week of submission of a request for reimbursement with attached receipt. The officer on duty may require him/her to report to work if it is his/her regularly scheduled workday. Such returning firefighters shall be charged for sick leave on a pro-rated basis, and his/her replacement, if any, shall be paid on a pro-rated basis.

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Section 3 - Sick Leave Authentication

670 Every Month, the Fire Chief, or his designee and the Union President will review the sick
leave records to determine if there is a potential pattern of sick leave abuse. Such patterns might
include but are not limited to the following be:

- 675 1. The firefighter uses sick days as soon as they are credited to him/her
2. High usage of sick leave for the firefighter or his immediate family without corresponding
documentation as to the reasons for sick leave
- 680 3. Use of sick leave the shift before or the shift after scheduled vacation, floating holidays or
swaps
4. Use of sick leave on the days for which leave had been previously requested, but denied
5. Use of sick leave on a particular day of the week
6. Use of sick leave which corresponds to an undesirable work assignment
7. Use of sick leave for a full 24 hour shift when the firefighter could have reported back to
work for a partial shift

690 In any case, the Fire Chief or his designee may, in the exercise of his/her independent
judgment, require further authentication of a claim for sick leave including a doctor's certificate
as to the nature of the firefighter's disability and that he/she is unable to work. Authentication
may also be requested to verify that a firefighter is required to care for a family member. The
firefighter shall select the doctor from whom the certificate is to be obtained. Authentication
695 must take place within 24 hours of the firefighter's call onto the sick list. This should take place
at the doctor's office of the firefighter's choice if possible. If this is not possible, then
authentication will be obtained from an emergency department. Any expenses incurred in
obtaining a doctor's certificate shall be borne by the City. Pending receipt of such authentication,
the City may withhold further sick leave payments.

700 If the Fire Chief or his/her designee notes a pattern of potential sick leave as described
above, he may require the firefighter to provide a doctor's certificate each subsequent work day
the firefighter is on sick leave until such time as the pattern is no longer evident or the amount of
sick leave is substantially reduced.

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705

Section 4 - Sick Leave Incentives

710

On a quarterly basis, the Union President and the Deputy Chief will assess the impact of the elimination of the Sick Leave Incentive Program on sick leave usage and will report back to the Labor Management Committee

Section 5 - Wellness Incentive Days

715

Firefighters who participate in the City of Auburn Wellness Incentive Program and who have earned a Wellness Day Off may take time off by calling into the Battalion Chief no earlier than 6:00 a.m. to determine if his/her shift is within the apparatus staffing for the day. If the shift does not have to hire extra personnel, the firefighter may have the shift off without being charged against his/her accrued sick or vacation leave. If the apparatus is at minimum staffing, the firefighter may not use his/her Wellness Incentive Day on that day.

720

Section 6 - Sick Bank

725

The City Manager may from time to time authorize a sick bank for individual employees on a case-by-case basis if they meet certain criteria. If a firefighter voluntarily participates in a City-wide sick bank, the hours donated will be deducted from the firefighter's accumulated sick and/or vacation leave. The firefighter's participation will not affect his/her eligibility for perfect attendance as per Article XI Section 4.

730

ARTICLE XII - Grievance Procedure

Section 1 - Grievance Procedure

735

A grievance shall be defined as any dispute or disagreement raised by an employee in the bargaining unit or the City involving interpretation or application of the specific provisions of this collective bargaining agreement. Grievances, when presented by the Union to the City or by the City to the Union shall state in writing what provision of the collective bargaining agreement has been violated, and how the agreement has been violated, and shall state what the requested remedy is. Grievances shall be settled as provided in the following sections.

740

Section 2 - Firefighters Grievance

Step 1. The aggrieved firefighter shall first meet with the individual(s) with whom he/she has the issue in order to determine all the facts and to attempt to resolve the issue before

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745 proceeding with the grievance. This meeting should be held as soon as reasonably possible.

Step 2. Any aggrieved firefighter shall submit his/her grievance to the Association.

750 **Step 3.** The Association may submit a grievance on its own behalf, or that of one or more of
its members. Any such grievance will be submitted by delivery in writing to the Fire
Chief. A grievance on behalf of less than all members of the Association shall be filed
within thirty (30) calendar days after the aggrieved firefighter(s) knew, or should have
755 known of the facts giving rise to the grievance. A grievance on behalf of the Association
itself, or of all of its members, shall be filed within thirty (30) calendar days after one or
more of the Association elected officers knew, or should have known of the facts giving
rise to the grievance. Any grievance not filed within the thirty (30) calendar days time
limit or, under any circumstances, within one (1) year of the time of occurrence that gave
rise to the grievance shall not be considered timely and shall be deemed waived. The Fire
760 Chief shall issue a written response to the Association within ten (10) administrative
working days of a receipt of a grievance.

Step 4. (Optional) If unsatisfied with the Fire Chief's action, the Association may request a
meeting with the Assistant City Manager or Human Resources Director to review the
765 grievance. The meeting shall include all parties pertinent to the grievance and shall be held
within ten (10) working days from the date of the Fire Chief's decision.

Step 5. If unsatisfied with the Fire Chief's action, or the steps as outlined in Step 4 above, the
770 Association may appeal in writing to the City Manager within ten (10) administrative
working days after receipt of the Fire Chief's decision (or ten (10) administrative working
days after meeting outlined in Step 4 above). The City Manager will schedule and hear the
appeal within ten (10) administrative working days after receipt of the notice of appeal. At
this hearing the Association may present witnesses and evidence in support of their
775 position. The City Manager shall forthwith consider the appeal, witnesses and evidence
and notify the Association of his/her decision within ten (10) administrative working days
after the hearing takes place.

Step 6. If unsatisfied with the City Manager's decision the Association, within ten (10)
780 administrative working days after receipt of the City Manager's decision, may advance the
grievance to mediation pursuant to Title 26, M.R.S.A. §965(2), Mediation, so as to have a
mediator appointed from the Panel of Mediators to assist the parties in resolving the
grievance. Upon filing for mediation, the requesting party may simultaneously file for

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785 arbitration, provided the mediation be scheduled and take place prior to arbitration. To expedite the process, the requesting party may provide the estimated share of providing the service and then be reimbursed pursuant to Title 26, M.R.S.A §965(5). Mediators appointed to grievances that are furthered to arbitration are not allowed to participate with the arbitration process. Upon mutual consent, the City and Association may waive the preceding steps and progress to Arbitration.

790 In the event the parties were unable to resolve the grievance, the grievance may be advanced to binding arbitration, by giving written notice of its intention to do so within ten (10) administrative working days after the conclusion of the mediation process. The parties shall agree upon a single neutral arbitrator *from the Maine Board of Arbitration and Conciliation (MBAC)* or if the parties are unable to agree, either party may request the American Arbitration Association (AAA) to assign an arbitrator. The request to the *MBAC* or *AAA* must be made within thirty (30) days after the conclusion of the mediation process. 795 The arbitration shall be in accordance with the Rules of the *MBAC* or the *AAA*. The arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony and argument. The decision shall be final and binding upon the parties thereto although subject to appeal to the Maine Superior Court and Maine Supreme Judicial Court.

805 Costs associated with this process and arbitrator decisions shall be determined by Title 26, M.R.S.A. §965.

805 Section 3 - City Grievance

810 The City shall notify the Association within thirty (30) days of the day it knows, or reasonably should have known the facts giving rise to the dispute. Any grievances not filed within the thirty (30) day time limit, or, under any circumstances, within one year of the time of occurrence that gave rise to the grievance shall not be considered timely and shall be deemed waived. Within ten (10) administrative working days thereafter, the parties shall meet to attempt to resolve the matter at the Labor Management Committee.

815 If unsatisfied with the Labor Management process, the City within ten (10) administrative working days may advance the grievance to mediation pursuant to Title 26, M.R.S.A. §965(2), Mediation, so as assist the parties in resolving the grievance. Upon filing for mediation, the requesting party may simultaneously file for arbitration, provided the mediation be scheduled and take place prior to arbitration. To expedite the process, the requesting party may provide the

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820 estimated share of providing the service and then be reimbursed pursuant to Title 26, M.R.S.A. §965(5). Subsequent and necessary action may be advanced within ten (10) administrative working days after receipt of the mediation process, whereby the parties were unable to effect a settlement of their controversy, by either party, pursuant to Title 26, M.R.S.A. §965(4), Arbitration. Mediators appointed to controversies that are furthered to arbitration are not allowed
825 to participate with the arbitration process. Upon mutual consent, the City and Association may waive the preceding steps to Arbitration. Costs associated with this process and arbitrator decisions shall be determined by Title 26, M.R.S.A. §965, Obligation to bargain, as amended.

Section 4 - Extensions of Time Limits

830 Time limits provided herein may be extended by written agreement of the parties. Request for extension shall not unreasonably be withheld.

835 **ARTICLE XIII - Leaves**

The Auburn Fire Department and the City of Auburn have a proprietary interest in ensuring the safety and security of its staff, citizens, and visitors. To that end it is the goal of both stakeholders to limit the amount of time that firefighters are away from their apparatus or
840 stations. Evidence has proven that the earlier a sufficient number of trained responders arrive to manage an incident, regardless of nature, the faster the incident will be controlled increasing the chances of a positive outcome.

Section 1 - Funeral Leave

845 Leave of absence without loss of pay and without loss of sick leave shall be granted to any firefighter for five (5) consecutive calendar days because of death of a spouse or child and three (3) consecutive calendar days because of a death in the immediate family, plus any actual travel time reasonably required to return from out-of-state. Immediate family shall be defined to
850 include mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents, grandchildren and any other person living in the firefighter's household. Such leave shall commence not later than the date of interment. Any additional time needed after the expiration of the three (3) day period shall be charged against the firefighter's sick leave.
855 If the firefighter is unable to return to duty at the end of the five (5) or three (3) day period, he/she shall so notify the Battalion Chief on duty at Central Fire Station by the fifth or third day.

A firefighter may also be granted leave to attend the funerals of the persons not mentioned in the Article at the discretion of the Chief. If the firefighter takes more than six (6)

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860 hours for the funeral for an individual not specifically mentioned in the list above, the entire time will be charged against the firefighter's accrued sick leave.

Section 2 - Emergency Leave

865 Any firefighter shall be permitted to leave immediately (without loss of pay) and without replacement on account of any emergency concerning his/her home or his/her family upon giving notice to the Battalion Chief or officer in charge, provided that he/she report within an hour after taking leave the amount of time that will be required to attend the emergency. Any time away from work in excess of one (1) hour will be charged to sick leave.

870

Section 3 - Errand Leaves

875 Errand Leave is an unplanned leave for taking care of non-emergency personal business, such as going to the bank to cash a check. It is not meant for a long term absence of more than 15 to 30 minutes or for planned events. These are reasonable conditions to be imposed on errand leave to accomplish the needed task. The Battalion Chief and the Acting Battalion Chief may approve errand leave and have the right to impose other restrictions on this leave or may allow for longer leave if the reason makes sense. For normal errand leave 15 to 30 minutes will be the time limits to shoot for.

880 Emergency leave is for an *emergency*, and not a leave to be used for in a planned event. Emergency leave is for those unplanned events that need your immediate attention such as an emergency concerning your family or your home.

Section 4 - Association Meetings and Seminar Leave

885

890 A firefighter shall be granted leave of absence without loss of pay to attend meetings or seminars approved by the Association provided, however, that such leave shall not exceed an accumulated total of three (3) on-duty working days, and provided further, that the City shall not be required to grant such leave if a replacement would have to be obtained in accordance with the staffing requirements established in Article XV, Section 1 of this Agreement.

ARTICLE XIV - Exchange of Shifts and Transfers

895

Section 1 - Exchange of Shifts

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Firefighters shall be permitted to exchange work shifts and off-duty shifts provided that:

- 900 1. Their replacements are qualified to perform their duties and provided,
- 905 2. Exchanges may be made for the purpose of engaging in gainful employment so long as such gainful employment involves activities directly related to the firefighter's job duties and/or professional development. Such an exchange must be pre-approved in writing by the Chief or his/her designee. Approved exchanges for gainful employment shall not count towards the bank referenced below.
- 910 3. An employee whose loaned time off is being repaid may perform such work as he/she usually performs when not on duty with the Fire Department.
- 915 4. Exchanges being made for the purpose of satisfying military service requirements or approved education and training, shall not be counted towards the bank referenced in number five below for either the firefighter initiating or fulfilling "pay-back" the swap
- 920 5. Each firefighter shall have a bank of 288 hours from which he/she may draw for exchange of shifts in excess of twelve (12) hours. Swaps of twelve (12) hours or less do not count toward the swap bank. Swaps referenced in #7 below may also not count at the discretion of the Chief or his/her designee.
- 925 6. No more than three (3) firefighters on any work shift may be granted such exchanges except that, in the discretion of the Battalion Chief, additional exchanges may be permitted provided their replacements are qualified and no weakening in the department's firefighting capacity will result.
- 930 7. A firefighter may not be allowed to participate in 24-hour exchanges of shifts which would cause him to be off-duty for more than four consecutive work cycles (a work cycle is defined as one 24 hour period on-duty followed by three 24 hour periods off-duty) unless approved by the Chief or his/her designee. Situations qualifying for such approval include but shall not be limited to military leave, educational endeavors, and extended illness/injury. F..
8. The Battalion Chief may approve swaps according to these guidelines except as noted elsewhere in this article.

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935 This exchange of twenty-four (24) hour shift limitation shall not affect vacation or other off-duty time provided for in this agreement and is not intended to prevent individuals from coordinating exchanges of shift with vacations or other off-duty time provided for in this agreement.

940 The limitation on the number of allowable exchanges of twenty-four hour shifts shall not affect occasions when the firefighter requests a swap for the purposes of attending a job-related seminar, course or other educational program, provided that the firefighter has the proper documentation as to the nature and schedule of the seminar, course, etc., and has received prior approval from the Chief or his designee.

945 If a firefighter who is due to work the shift of another on account of an exchange becomes ill or is injured off the job more than 24 hours prior to the time he/she is due to report for that shift, it is that firefighter's responsibility to find a replacement so that the exchange does not cost the City additional money in the form of overtime for a replacement. If a firefighter
950 who is due to work the shift of another is injured on the job more than seventy-two (72) hours prior to the time he/she is due to report for duty, it is that firefighter's responsibility to find a replacement so that the exchange does not cost the City additional money in the form of overtime for a replacement. If such a replacement is not found, the firefighter shall be responsible for reimbursing the City in the amount of the difference between what his regular pay would have
955 been for that shift and the amount actually paid to the person who replaced him/her.

Section 2 - Transfers, Permanent Positions, Bidding, EMT Assignments

960 **1. Vacancies:** When a permanent vacancy occurs in a position, transfers will be governed by the provisions of this article. As used in this article a "vacancy" shall mean a position not occupied due to death, retirement, transfer, resignation, dismissal, promotion of an incumbent or an unfilled newly created position. When a vacancy occurs rank for rank picking by seniority will be done within the battalion that has the vacancy. Only the affected rank will pick. If the selection creates a non-EMS unit, refer to Section 2-5.

965 **2. Establishing Permanent Positions:** On the first Wednesday of every other October commencing in 2002, each member will be given the opportunity to pick his permanent assignment from any of the remaining positions in his rank. An Executive Committee member will assist the Deputy Chief in the administration of this transfer process. The most senior
970 Battalion Chief will pick first having four (4) choices. The next senior Battalion Chief will have three (3) choices, etc., until all Battalion Chiefs have picked. The next picking will be done by the Captains, Lieutenants and the Privates observing the same procedure. After all members

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975 have picked according to the provisions of this section they will be in their permanent positions. If a member is not available to make this selection, a prioritized list of selections must be left in writing with the Deputy Chief. All transfers will take effect on the first Sunday in January.

980 **3. Bidding:** Every year (except when establishing permanent positions) during the last two weeks in September any member who would like to change his position shall put it in writing in a sealed envelope and submit it to the Deputy Chief. Those positions will be put into a pool and are the only positions up for bid. All bids will be awarded in order of seniority according to rank. Members who have not submitted their position to the pool will not be allowed to bid. Posting date will be October 1st, and will include all available positions and personnel by rank and seniority. Bidding will be done during the first two weeks in October.

985 **4. Seniority:** Transfers shall be rank for rank and seniority is defined as time in rank. "Time-in-rank" seniority is defined as the length of continuous service in their present rank from the date of promotion, less any adjustments due to approved leaves of absence without pay (unless otherwise agreed by the City Manager).

990 In the case of an officer who has been reduced in rank, that officer's time-in-rank seniority shall be considered to be the length of continuous service in that particular rank including the time the officer was in the rank from which he was reduced. If time in rank is equal, then time in the Department prevails.

995 **5. EMT Assignment Procedures:**

(a) The rescue crew shall consist of a State of Maine licensed paramedic and at least a State of Maine licensed EMS provider.

1000 (b) All pumps will have at least one State of Maine licensed EMS provider assigned to it.

(c) Paramedics will be distributed as equally as possible between the battalion.

1005 (d) If a pump/rescue does not have a State of Maine licensed EMS provider assigned to it after establishing permanent positions, the senior State of Maine licensed provider of the same rank on the battalion will be asked to go to the pump/rescue that is lacking a State of Maine licensed EMS provider. If he chooses that assignment he will bump the junior person of the same rank on that truck. The person who got bumped has the right to go to the firefighter on the battalion that he is most senior to and bump him, that following suit until everyone has a position. If he chooses, he can go to the vacant spot held by the State of

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1015 Maine licensed EMS provider that is moving. If the senior State of Maine licensed EMS provider of the same rank does not want to move, the next senior State of Maine licensed EMS provider of the same rank on the battalion will be asked to go to that position continuing the same procedure as described above. This process will be repeated until all pumps/rescue have State of Maine EMS provider assigned to it. If the EMS position is not filled, the junior State of Maine EMS provider of the same rank on that battalion will assume that position.

1020 **6. Filling of a Temporary Vacancy:** This situation is intended to cover long term vacancies of one month or more such as leaves of absence, on the job injuries and/or extended sick leave a firefighter from an unaffected battalion may volunteer to fill the vacant position after the need for the vacancy has been posted. The specific criteria (such as rank and EMS licensure level) will be identified in the posting and only those that fit the criteria may apply. The vacancy will be posted for two work cycles (8 days). Any firefighter who would like to volunteer to fill the
1025 temporary vacancy shall do so in writing to the Deputy Chief. The most volunteer with the most seniority will be selected.

1030 Should no firefighter volunteer to fill the temporary vacancy, then the Chief will select a firefighter to do so from an unaffected battalion. Those firefighters filling temporary vacancies may take previously selected vacations and floating holidays, even though it will cause a decrease in the ~~minimum~~ apparatus staffing for those days. The Chief will take into consideration other types of negative impacts the firefighter may have when filling the temporary vacancy. The firefighter who is assigned to fill the temporary vacancy will go back to his previous assignment when the absent firefighter returns to the department or the vacancy
1035 becomes permanent. If the bidding for the temporary vacancy creates a non-EMS pump/rescue, refer to Sec. 2-5.

1040

ARTICLE XV - Recall to Work

1045 Section 1 - Off-Duty

Off-duty firefighters may be recalled to duty in the case of multiple alarms, major emergencies, or when staffing per apparatus is below the required level. The required minimum

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1050 staffing level for each structural engine company is three (3); aerial company is four (4) and one Battalion Chief. The City and the Association agree to reduce the aerial company requirement to three (3) upon implementation of additional EMS transport services, except that the Chief may increase the staffing requirements when conditions reasonably warrant his/her doing so.

1055 Staffing for other apparatus not listed above will be at the discretion of the Fire Chief or designee.

1060 Stand-by duty shall no longer be required provided that a sufficient number of firefighters return to duty for multiple alarms or major emergencies. If a sufficient number of firefighters do not return to duty, in the judgment of the Chief, up to four (4) firefighters may be required to serve on stand-by. All firefighters will be called on multiple alarms and box 33's unless canceled by the Incident Commander.

1065 The firefighter will be notified of second alarms and/or Box 33's by telephone (primary notification) and/or by pager (secondary notification). Acknowledgment of arrival time occurs when the firefighter reports for duty at the station or substation and is logged on to the Battalion Chief's multiple alarm sheets.

1070 The time of work performed in the case of multiple alarms shall be computed from the time of notification based upon the nearest quarter hour, except that any firefighter reporting more than thirty (30) minutes after notification of the alarm shall be paid for work performed computed from actual reporting. Any firefighter must report within thirty (30) minutes from the time the firefighter is notified of a multiple alarm to be eligible for the three hours of time and a half for a minimum payment.

1075 Any firefighter responding to a multiple alarm arriving more than one (1) hour prior to the time that he/she would otherwise have been required to report for duty shall receive a minimum of \$50.00.

Section 2 - Replacement Coverage Turns

1080 When staffing falls below requirements as set forth in Article XV, Section 1, replacements shall be obtained from the extra work list. When there is no EMT on duty and additional staff is required, the City shall recall an EMT as the name appears on the extra work list or compulsory work list. If there are no firefighters/EMTs willing to work, replacements shall then be obtained from the compulsory work list. Any firefighter or firefighter/EMT

1085

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selected to work from the compulsory work list shall have the right to find his/her own replacement.

When hiring replacement, the Department will follow the Rules for Overtime Hiring.

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ARTICLE XVI - Health and Safety

Section 1 - Health Promotion Program and Employee Cost Share

1095 Firefighters and the City agree to implement a Health Promotion Program with the following goals:

1. To promote wellness and health by rewarding employees and their dependents for healthy behavior that will encourage employees to develop and maintain healthy habits;
2. To reduce the overall need for health care services by City employees and their dependents; and,
3. To slow the rate of increase in the City's health insurance premiums.

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Employees (and the spouse if applicable) who participate in the Health Promotion Program and make their best efforts to achieve health management goals will pay a minimum of 15% of the monthly premiums. Employees who do not participate in the health Promotion Program will pay a maximum of 25% of the monthly premiums, as established by the Maine Municipal Employees Health Trust (or alternative health insurance carrier); regardless if the employee is in a single, single parent or family plan. Firefighters remaining on the indemnity plan will absorb the difference in the cost share between the point of service plan and the indemnity plan. The City will pay no more for the indemnity plan than for the Point of Service Plan. The employee's contribution will be withheld on a weekly basis, based upon 48 weeks in the calendar year.

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In the event that the Health Promotion Program is eliminated, through loss of funding or any other reason, the employee cost share will continue to be 15% of monthly premiums for the life of this agreement.

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A full description of the health Promotion Program is attached as Appendix A.

Section 2 - Health Insurance

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1125 The Association recognizes the increasing cost of providing health insurance to employees. To assist the City in addressing this mutual concern, the Association will join with the City in its efforts to provide further education and information for members in regards to the use of MMEHT cost containment benefit guidelines.

1130 The City may change or offer alternative health insurance programs including, but not limited to insurance carriers, health maintenance organizations, preferred provider organizations, or to self-insure so long as the new or alternative coverage and benefits are substantially similar to the plan most recently provided to the membership and further provided that:

1135 1. The City, by written communication, notifies the Association, no less than sixty days prior to implementation, of the specific details of any changes or alternatives in health insurance.

2. That the City, subsequent to the written notification but within sixty days, meets with the Association to discuss the changes or alternatives.

1140 3. That any disagreement between the parties to this labor contract as to the changes or alternatives being "substantially similar" be resolved by arbitration.

1145 4. That such changes or alternatives shall not increase the financial burden places upon employees above the current level.

1150 The City may institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains "substantially similar" to the current coverage and no financial burden is incurred by the employees. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admission except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

1155 The City shall provide adequate staff assistance to help firefighter's process claim forms, including mailing of claims and medical forms to health care providers.

Section 3 - Payment Program for Waiving Health Insurance Coverage with the City of Auburn

1160 Any firefighter may elect to waive coverage in the City's health insurance plan. Any firefighter waiving full coverage or partial coverage for which he/she would otherwise be eligible shall be paid according to the following conditions:

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1165 Any firefighter eligible for full family coverage or single coverage and who elects to waive health insurance coverage shall receive a payment equal to the amount of five (5) months of health insurance premiums. Effective 7/1/05, the waiver payments will be made in twelve (12) monthly payments.

1170 A firefighter who is eligible for a full family plan but opts to take either a "single parent plan" or a "single plan" shall receive an annual payment equal to five months of the difference in premiums between the plan for which he/she is eligible and the plan which he/she opts to take.

1175 Firefighters who are married to other City (non-school) employees covered by the health insurance shall be eligible for an amount equal to five (5) months of insurance premiums at the single rate if he/she waives health insurance coverage with the City.

The payments in lieu of health insurance shall be based on the premiums in effect the month the premiums are paid.

1180 A new firefighter who waives health insurance coverage shall not be eligible for the payment in lieu of insurance until he/she has successfully completed the probationary period.

1185 If the firefighter wishes to be reinstated on the health insurance policy or change his/her coverage from a single or a single parent plan (if he/she would otherwise be eligible for full coverage) he/she may do so as long as he or she follows the insurance carrier's requirements for evidence of insurability and portability of coverage provisions.

1190 If a firefighter is reinstated (or covered for the first time) after receiving payment for waiving health insurance coverage, the firefighter shall repay the City the balance of the payment, pro-rated on a monthly basis.

1195 In order to receive payment for waiving health insurance coverage or to be reinstated on the health insurance plan, the firefighter must submit written notice to the Human Resources Director. Discontinuance of health insurance or reinstatement of coverage will be effective the first day of the following month in which written notice has been received, provided that the employee meets all conditions, which may be imposed by the health insurance carrier.

Section 4 - Extent of Coverage

1200 The extent of coverage provided under the existing insurance policies (including HMO and self-insured plans) referred to in the Agreement shall be governed by the terms and

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1205 conditions set forth in said policies or plans in existence at the time of the dispute. Any questions or disputes concerning said insurance policies or plans or benefits hereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedures set forth in the Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement.

1210 Section 5 - Benefits Supplementing Workers' Compensation Benefits

1215 If a firefighter receives a personal injury or is disabled by occupational disease arising out of and in the course of his/her employment by the City, the City will, provided that the provisions of this Article are met by the firefighter, continue his/her full contract wages and other benefits, without interruption or waiting period, so long as he/she is incapacitated to perform firefighter's work as a result of the personal injury or occupational disease. The City has the right to contest a ~~worker's~~ workers' compensation claim. Such a claim will be appealed and resolved according to the procedures provided by the workers' compensation statutes and regulations.

1220 An aggrieved firefighter may seek relief only under the Workers' Compensation Act before the Workers' Compensation Commission. In the event of a final decision by the Workers' Compensation Commission that the firefighter's injury or illness arose out of and in the course of his/her employment with the City, and incapacitated him/her for his/her work as a firefighter, then, in addition to benefits payable under the Workers' Compensation Act, the City shall
1225 provide the firefighter all additional benefits due under this contract, if any, retroactive to the date of incapacity. No firefighter shall receive any combination of benefits from the City or its Workers' Compensation carrier, including, but not limited to sick pay and vacation pay, which benefits total more than such employee's benefits under this contract, or the Workers' Compensation Act, whichever is greater. No firefighter shall lose sick pay benefits during time
1230 he/she is entitled to benefits under this section.

1235 The firefighter who is receiving or claims benefits under this Article shall, if requested by the City, promptly file a claim for ~~Worker's~~ Workers' Compensation benefits. Otherwise, the employee may exercise rights under Workers' Compensation Act as he/she wishes, or not. If a claim for Workers' Compensation benefits is not filed within thirty (30) days after receipt of a written request making reference to this provision in the contract, then the City may terminate wages provided under this Article unless and until the firefighter files the requested claim.

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1240 Upon filing a claim for continuation of wages under this Article, the firefighter shall, upon request by the City, execute a certificate authorizing the City to obtain in writing from any physician, osteopath, chiropractor, or any other health care provider, any written information which is or has been obtained in connection with the examination or treatment of the employee and which relates to any injury or disease for which compensation is claimed.

1245 The City shall have, for any benefits paid a firefighter pursuant to this Article, the identical lien and rights as against third parties and the firefighter as the City or its insurance carrier may give as regards worker's compensation benefits under 39 M.R.S.A. §68. At the request of the City, the firefighter shall sign such documents and perform such acts as are reasonably required in order to effectively subrogate the City to the firefighter's claim(s).

1250 The rights of the City and the firefighter under this Article are in addition to and not limited by the ~~Worker's~~ Workers' Compensation Act of the State of Maine and regulations issued pursuant thereto.

1255 Section 6 - Expense of Injury or Illness

1260 The City shall pay all hospital, medical, and surgical expenses incurred by any firefighters on account of injury or illness arising out of and during the course of their employment; except that it shall not be required to pay for any such expenses which are covered by insurance provided by the City or otherwise assumed by the City.

Section 7 - Light Duty Return to Work

1265 The City and Local 797, IAFF agree to continue the Light Duty Return-to-Work Program for firefighters. The goal of the program is:

1. To assist the firefighter in the return to his/her pre-injury position with the Fire Department;
- 1270 2. To provide some "connectedness of the firefighter to the Department;
3. To speed the recovery process;
4. To provide for meaningful work for the Department and the Firefighter;
- 1275 5. To make maximum use of the Firefighter's skills and abilities. To that end, the City has defined specific work assignments or light duty activities that will be made available to

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employees injured at work who are unable for period of time, as defined in this section, to perform their regular firefighting duties.

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a. No light duty assignment shall result in the transfer, displacement, or lay-off of another firefighter, nor shall any assignment be made for the purpose of demeaning, discriminating or punishing the employee for his/her injury, illness, or absence from work.

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b. The individual participating in the light duty program will not count toward the ~~minimal~~ apparatus staffing level on duty for that shift.

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c. The injured employee will not be required to work on any other shift that his battalion would normally work, unless mutually agreed between the firefighter and the City. If mutually agreed between the firefighter and the City, the firefighter will work the administrative work schedule (8:00 a.m. - 4:30 p.m. M-F) or an alternative flexible schedule to be determined on a case by case basis. It is understood that any alternate schedule will be based upon an average of a 42 hour work week. The firefighter will not be required to work for any other department than the Fire Department, unless mutually agreed upon between the City and the firefighter.

1295

d. The employee on light duty will receive full pay and benefits as provided by Article XVI Health and Safety, Section 5. Benefits Supplementing Workers' Compensation Benefits.

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e. In order to improve the effectiveness of the Light Duty Return to Work Program, and to fully utilize the skills and abilities of the injured firefighter, the Deputy Chief, the Battalion Chief on-duty and the injured firefighter will meet at the beginning of the shift to discuss the firefighter's medical restrictions; the work that falls within the medical restrictions that need to be performed that day; the firefighter's special training, expertise or interests; and the firefighters suggestions for ways that he/she might best enhance the Department's operations while on light duty

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At the end of each shift, the firefighter on light duty will provide a description of the activities performed during the shift and will turn this record into the Battalion Chief at the end of each shift

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f. The firefighter may be on light duty status for a maximum of one year, or until he/she reaches maximum medical improvement, or until he/she is able to return to regular status,

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whichever occurs first. A firefighter's medical condition will be reviewed at least quarterly (more frequently if necessary) to determine if the firefighter is still unable to return to firefighter duties.

1320 g. The hours worked on light duty will be turned into the City's ~~worker's~~ workers' compensation claims manager weekly in order that the ~~worker's~~ workers' compensation benefit may be re-calculated. This will have no effect on the firefighter's regular wages from the City, as the firefighter will endorse the ~~worker's~~ workers' compensation check over to the City as is current practice.

1325 h. No firefighter will be required to perform light duty activities that are not within the employee's work capacity. If the employee and the Fire Chief are unable to reach agreement as to the employee's capacity to perform any light duty job, the Chief or his designee will submit a written light duty job description to the department designated physician for his/her determination that the proposed duties are within the employee's work capacity.

1330 I. Light duty assignments may be filled by the firefighter who is unable to perform regular duty as a result of an off-the-job illness or injury as long as the following conditions are met:

1335 i. Participation is on a voluntary basis;

ii. The firefighter has exhausted his accrued sick leave;

1340 iii. There is a light duty position available. Light duty positions will be filled first by firefighters who are unable to return to regular duty as a result of an on-the-job illness or injury.

1345 iv. The firefighter may be in light duty capacity for a maximum of three months, or until he/she reaches maximum medical improvement, or until he/she is able to return to regular duty, whichever is soonest.

1350 v. Firefighters on light duty due to an off-the-job illness or injury will work the administrative work schedule (8:00 a.m. - 4:30 p.m. M-F).

vi. Firefighters on light duty due to an off-the-job illness or injury will receive payment only for those hours actually worked.

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1355 j. The department will develop a list of light duty activities for the firefighter. It will be management's right as to which activity is filled by which firefighter. It shall be the responsibility of the Fire Chief or his designee to match the work capacity skills and abilities of the firefighter with the light duty activities available at the time of the injury.

1360 Section 8 - Damage to Glasses and Teeth

The City shall pay all expenses incurred by a firefighter for loss or damage of eyeglasses, false teeth, and hearing aids while on an emergency call. This benefit shall not diminish any benefits available under the Workers' Compensation Act.

1365 Section 9 - Department Physician

1370 The City of Auburn may retain a department designated physician to be the primary contact for all work related injuries, to oversee the Respiratory Fitness Program and for other situations when in the judgment of the Fire Chief, medical consultation regarding a firefighter's fitness for duty is needed.

1375 In recognition of the essential job functions, which require the firefighter to be in good physical condition, the City and the firefighter have mutual interest in the firefighter's overall health and well-being. Firefighters are strongly encouraged to have regular exams on a schedule set forth by their primary care physician and to discuss with their primary care physician the physical demands of their profession. The City offers a comprehensive health insurance package, as well as an Employee Assistance Program and Wellness related programs, which defray the costs of annual medical exams and follow-up treatment.

1380 Section 10 - Substance Abuse Testing Program

1385 The City of Auburn and Local 797 will reach agreement on all sections of the Substance Abuse Testing Policy for firefighters before it is submitted to the Department of Labor for approval. If the Substance Abuse Testing Policy is found not to be in compliance with state statutes, the City and the Union agree to reopen the contract for purposes of renegotiating only those specific sections of the Substance Abuse Testing Policy found not to be in compliance. These sections will be resubmitted to the Department of Labor for approval.

1390 No substance abuse test will be administered until the Substance Abuse Testing Policy for firefighters (attached as an addendum to this contract) has been approved by the Department of Labor and all regulations pertaining to implementation have been met.

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Section 11 - General Safety

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The Health and Safety Team will continue to consider and make recommendations on safety issues.

ARTICLE XVII - Separation from Department

1400

Section 1 - Retirement

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The members of the Auburn Fire Department participate in the Maine State Retirement System Consolidation Plan -- Special Plan II. Firefighters shall be eligible to retire after twenty-five (25) years of service as defined by Maine State Retirement System.

Section 2 - Vacation Cashout

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If a firefighter separates from the department with accrued and unused vacation hours, he/she will be entitled to "cash out" the unused vacation hours according to the following parameters:

1. Up to 288 hours.

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2. Up to 480 hours if on OJI or extended sick leave.

Upon separation, if the firefighter's vacation bank is in the negative, the hours will be deducted from the firefighter's last paycheck.

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For purposes of "cashing out" unused vacation time, each period/week of vacation time shall be calculated as being equivalent to forty-two hours at the firefighters regular rate of pay. A vacation hour is equivalent to .875 pay hours (48 times .875 equals 42 hours at regular rate of pay).

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Section 3 - Cashout of Accrued Sick Leave

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One-half (1/2) of the accumulated sick leave, subject to a maximum of 720 hours, shall be paid the firefighter upon involuntary separation or retirement, resignation with ten (10) years or more of service with the City of Auburn. In the event of a non-work related death of a firefighter, 50% of the accrued sick leave up to a maximum of 720 hours will be paid to the firefighter's beneficiaries. In the event that a firefighter dies in the line of duty, 100% of the

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1435 firefighter's accumulated sick leave will be paid to the firefighter's beneficiary. The City's obligations in this regard shall be satisfied by payment, in the discretion of the Manager, to the deceased's estate, his/her administrator or executor, or his/her widow/widower or children, or other person(s) designated in writing by the deceased.

Section 4 - Compensatory Time

1440 Any accrued but unused compensatory time will be paid to the firefighter upon separation from the department.

Section 5 - Uniform Reimbursement

1445 The balance in the uniform reimbursement account will be paid in cash in the event of the firefighter's separation from service (retirement, resignation etc.). Any cash payment from this account will be taxed.

) Upon termination of employment, the department member, except those whose employment date was prior to April 1, 1971, or after October 1, 1979, shall reimburse the City for that portion of the clothing allowance paid but not earned. The earned portion of clothing allowance shall consist of the number of months in the final year of employment that a person has been on duty. In this instance, "on duty" refers to separation date from the department.

1455 Section 6 - Lay-offs

1460 **Lay-off** – In the event it becomes necessary for the City to lay-off firefighters for any reason(s), the firefighters shall be laid off in the inverse order of seniority by rank. Any officer selected to be laid off may elect to accept a reduction in rank in which case the least senior member of the Department in the next lowest rank shall be laid off or reduced in rank if a lower rank is available. Any officer electing to accept a reduction in rank in lieu of a proposed lay-off must be qualified as determined by the Fire Chief to assume the duties of the new position. If there is a conflict between seniority during a lay-off and assignment of paramedics in accordance to Section 2-5 EMT Assignments, Section 2-5 of the contract shall have precedence.

1465 In the event the Department must make deep personnel cuts which result in lay-off of 50% of the firefighters, the Fire Chief will have complete discretion as to who will be laid off as long as he/she can demonstrate the reasons for his/her selections. Continuous time in the Department will be given the utmost consideration when these selections are made.

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If possible, the City will provide a two-week notice to the firefighters affected by the lay-offs.

1475 **Recall** – The firefighters who are laid off shall be placed on a recall list for a period of one year. Firefighters who are reduced in rank will be placed on a reinstatement list. If there is a recall, firefighters who are on the recall list shall be recalled or reinstated to their original rank in the inverse order of their lay-off or reduction in rank provided that they are presently qualified to perform the duties as determined by the Chief. The firefighters will be required to take a medical exam and a substance abuse test to determine if he/she is physically fit to perform the essential job functions of the job. It is the responsibility of the firefighter to provide the Fire Department and the Human Resources Department with a current address and telephone number. Notice of recall will be sent to the firefighter by certified mail. The firefighter has ten (10) working days to respond to the recall notice.

1485 No new firefighters will be hired within this one-year period unless all the laid-off firefighters have been afforded the recall.

ARTICLE XVIII - Miscellaneous Provisions

1490 Section 1 - Uniform Reimbursement Policy

The City will establish a reimbursable uniform account similar to the Wellness Account. An amount equal to the following amounts will be credited to the firefighter on July 1st of each year:

Probationary and Permanent Firefighter – \$310.00

Captain -- \$335.00

Battalion Chief -- \$335.00

1500 In addition to the above, the City will purchase full dress uniforms for those members of the department required to wear such uniforms at any time. The City will reimburse the firefighter \$100.00 toward the purchase of a new uniform jacket on a one time basis only.

1505 a. Procedures for submitting bills: The firefighter will purchase the uniforms as per the attached list and then submit the receipts to the AFD administrative office personnel. The administrative personnel will forward the receipts to the Finance Department for reimbursement to the firefighter.

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1510 b. Accrual: The entire uniform credit does not have to be drawn down completely each year. The unexpended balance in the uniform account may roll over from one year to the next. In this way, the firefighter may use the accrual from more than one year to make large infrequent uniform purchases such as structural firefighting boots. The Labor Management Committee will monitor the usage of the uniform reimbursement account. If it appears that firefighters are not drawing down the balance in the accounts over a two to three year period, then the Labor Management Committee will consider the implementation of caps on the maximum amount that can be carried over from one year to the following year (uniform accrual).

1520 c. List of approved uniform items: The firefighter may submit receipts for reimbursement for uniform clothing as specified in the uniform policy in the AFD Employee Handbook. Items purchased through the uniform reimbursement account must meet IRS regulations in order to be tax exempt. This list is subject to change if the Department uniform policy changes.

Section 2 - Use of Telephones

1525 Firefighters shall be permitted to have the use of one (1) telephone line at the Central Fire Station (plus one (1) extension), Engine 2 and Engine 5 for outside calls, provided that such calls shall be limited to a reasonable time. As of January 1, 1982, the Association will be responsible for long distance charges incurred on the private phone line at the Central Fire Station, Engine 2 and Engine 5.

Section 3 - Association Meetings

1535 The Auburn Firefighters Association shall be permitted to hold regularly scheduled meetings at the Central Fire Station but substation firefighters shall not be called in by the Association. The Association shall also be permitted to hold four (4) meetings per year at the Central Fire Station at which all units shall be allowed to attend. In addition to the above, the Association shall be granted the right to hold additional meetings at Central Station where such are required solely for the purpose of submitting a proposed collective bargaining agreement to the membership for ratification and to include all units at such meetings. The Chief shall be notified of any such special meetings in advance.

Section 4 - Written Reprimands

1545 A written reprimand which has not previously been the subject of a hearing shall not be placed in a member's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five (5) days thereafter, the member may file a written reply. If the

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1550 Chief thereafter places the written reprimand in the member's personnel file, he/she shall also include the reply. Two years after the incident, a firefighter may submit a request to the Chief that single incidents be purged from his/her file, such request to be determined by a three member committee composed of: The City Manager or designee, the Chief of the Fire Department, and the Association President or designee (who shall serve on the committee only at the request of the individual).

1555 Section 5 - Indemnity

1560 The City agrees to protect, save harmless, and indemnify a firefighter from and against all fines, penalties, loss, damage, cost and expense suffered or sustained by him/her or for which he/she may be held or become liable by reason or injury, including death, to persons or property, or other causes whatsoever, in the event an attempt should be made to hold him/her liable therefore in connection with the performance of his/her duties as a firefighter, including, without limitation on the foregoing, the operation of Fire Department vehicles and apparatus.

1565 Section 6 - Residence of Firefighters

Firefighters may live in any location. The lack of a residency requirement may be re-evaluated in terms of impact on the department.

1570 Section 7 - Jury Duty and Court Appearances

Requirements of jury duty for firefighters shall be as outlined in the Administrative Manual of the City of Auburn, however, if the firefighter is excused by the court for any reason, he/she shall be required to return promptly thereafter unless the time of release is less than one hour of the time the firefighter tour of duty is scheduled to end.

1575 Fire Department personnel covered by this Agreement required to make an off-duty attendance at court for purposes directly related to their work as Auburn Firefighters shall receive a minimum of three (3) hours pay at his/her regular base hourly rate for each such attendance or time and one-half (1 1/2) his/her regular base hourly rate for all hours in attendance, whichever is greater. Any compensation (from other than the City) received by 1580 firefighters for attendance at any court or official hearing while on duty or if called while off-duty for a work related matter shall be paid to the City.

1585 ARTICLE XIX - Fire Prevention Officer

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NFPA Standards and Rules as it applies to inspections, reference, enforcement, and review as it pertains to plans review, building, construction and code enforcement may be conducted by planning/code enforcement staff.

1590 The Fire Prevention Officer will be paid according to the attached wage schedule. The Fire Prevention Officer's evaluation will be conducted on his/her anniversary date of hire.

The Fire Prevention Officer will be entitled to the same tuition and books reimbursement as provided to other firefighters.

1595 The Fire Prevention Officer will work the administrative work schedule -- 8:00 a.m. to 4:30 p.m. Monday through Friday.

Flextime --

1600 The purpose of flex time is to allow some flexibility in the FPO's work schedule so that he/she can more effectively meet the demands of his/her job that occur outside normal business hours.

1605 Flextime will not be awarded on a strict hour for hour basis; rather, the AC and the FPO will meet after the event to determine how much flextime is appropriate.

The FPO will make every attempt to submit a verbal request for flextime off to the AC as soon as possible so that administration can plan for the absence of the FPO.

1610 Overtime --

1615 Overtime will be paid to the FPO at the rate of 1 and ½ times his/her normal rate of pay. A minimum of 3 hours of overtime will be paid when he/she is called before 7:00 am or after 4:30 pm on a normal working day, or for fire investigations occurring anytime during normally scheduled off duty time. The FPO will be compensated at the OT rate only for actual hours worked on all other call back situations.

1620 Overtime will be paid in the event that the Police Department, Chief, Deputy Chief, or an Acting/Battalion Chief requests that the FPO attend an emergency event outside his normal work schedule.

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Upon receiving such a request, the FPO will make every attempt to contact the requestor and either resolve the issue over the phone or confirm that it is a situation that requires his attendance.

1625

A brief written explanatory report will be submitted to the A/C Deputy Chief along with a request for overtime payment. Upon approval, this will be forwarded to the Office Manager for payroll processing.

1630

Should the situation in fact turn out not to warrant the presence of the FPO, this will be included in a brief report specified in #4 and appropriate action will be taken to educate the person who made the errant request.

1635

Overtime pay will not be withheld from the FPO in the event of an unnecessary request so long as the FPO complies with item 3.

The Fire Prevention Officer will receive the following holidays off with no additional compensation:

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1. New Year's Day
2. Washington's Birthday
3. Patriot's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day and the day after
10. Christmas Day
11. Martin Luther King Day
12. Any one time national holiday mandated by the President and observed by other Auburn City Departments

1650

He/she will receive one personal day per contract year.

1655

Vacation accrual for the Fire Prevention Officer will be as follows: One day per month; 15 days per year after completion of the fifth year of employment; 20 days per year after completion of the 12th year of employment. The Fire Prevention Officer may accumulate, up to a maximum of 30 days.

The Fire Prevention Officer will accumulate one sick day (7.5 hours) per month up to a maximum of 150 days. The Fire Prevention Officer may cash out one half of accumulated sick

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1660 leave up to a maximum of 75 days conditional upon him/her having 10 or more years of employment with the City of Auburn.

The Fire Prevention Officer may also take Wellness Days, if earned through the City's Wellness Program. He must schedule Wellness Days off through the Deputy Fire Chief.

1665 The Fire Prevention Officer will annually be credited with \$385 in the uniform reimbursement account.

ARTICLE XX - Duration of the Contract

1670 This agreement shall be effective upon execution and shall continue in force and in effect from January 1, 2012 until December 31, 2012. All references to minimum staffing per apparatus will be effective November 4, 2012. The city and association agree the minimum staffing remain as interpreted and applied by the city until November 4, 2012.. The provisions hereof shall remain in effect after that termination date if the parties are engaged in collective bargaining, mediation, fact-finding, or interest arbitration pursuant to the Maine Public Employees Labor Relations Act, or legal action relating thereto. No interest arbitration decision shall be given retroactive effect unless it is determined by reference to the facts and circumstances surrounding the negotiation that retroactive application would be just. In that case, the decision shall be made retroactive to the extent State law gives the arbitrator the power to make it so.

ARTICLE XXI - Inconsistent Rules, Regulations and Ordinances

1685 The City may adopt such rules, regulations, ordinances, or charter provisions as it deems necessary for the operation of the Fire Department and the conduct of its employees, provided such rules do not conflict with any of the provisions of this Agreement. Any disagreements between the City and the Association as to whether or not a particular rule, regulation, ordinance conflicts with this Agreement shall be resolved by the arbitration procedure as outlined in Article XII of the Collective Bargaining Agreement.

1690 To the extent any rule, regulation, or ordinance is found to be inconsistent with this Collective Bargaining Agreement, this Collective Bargaining Agreement shall prevail to the extent of the inconsistency.

1695 The President of the Association shall receive a copy of all departmental orders and notices and copies of proposed changes in the Administration Manual.

CITY OF AUBURN

**Auburn Firefighters Association
Local No. 797**



1700 **ARTICLE XXII - Active Agreement**

1705 The contract may be changed during the term of this agreement when (1) the members of the Labor Management Committee have reached consensus and agreed to discuss any particular change(s) in the contract; and (2) the Union and the City Council have voted to make the change that was discussed and is being proposed by the Labor Management Committee.

ARTICLE XXIII - Savings Clause

1710 If any provision of this agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

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Auburn Firefighters Association
Local No. 797



1720 IN WITNESS WHEREOF, the City of Auburn has caused its corporate seal to be affixed to this instrument, and has caused this instrument to be signed for it and in the name of its appropriate municipal authorities and by its duly authorized officials as set forth below, and Auburn Firefighters Association, Local No. 797, of the International Association of Firefighters, A.F.L.-C.I.O. has caused this instrument to be signed by its President, thereunto duly authorized, on the date first above mentioned.

1725 Witnesses:

City of Auburn

1730

By:

Clint Deschene
Its City Manager

1735

Auburn Firefighters Association, Local
797 of the International Association of
Firefighters A.F.L.-C.I.O.

1740

By:

Craig Bouchard
Its President

1745

CITY OF AUBURN

Auburn Firefighters Association
Local No. 797



Appendix A - Health Promotion Program

1750 The program seeks voluntary participation in a health promotion and health care management system which focuses primarily on prevention activities. The goals include:

- To improve the health of each employee, their spouse, and dependents through a personal risk assessment, continual education, and personal wellness plans;
- By employees being actively involved in their overall healthcare and by focusing on prevention, the use of higher cost medical services may decline which will result in long term savings in health insurance premiums;
- To reward employees and their dependents for healthy behavior.

1760 Health Risk Analysis and Education

1760 The first major part of the program is an individual health risk analysis which will be available for each employee who desires one. This service may be provided by a health care provider that will be under contract with the City to provide these services or by the employee's primary care physician. If the employee opts to use his/her primary care physician, the result of the health risk analysis will be provided to the City's contracted health promotion provider. The health risk analysis will include but not be limited to high blood pressure, elevated cholesterol, diabetes screening, smoking, and proper body weight. The aggregate results of the analysis for all City employees will be available to the City. However, consistent with federal law, the City will not have access to individual's health risk analysis.

1770 A health care educator will be assigned and responsible to work with each and every member that signs up for the program (dependents are not required, but are encouraged to participate in the program). These educators will work to establish the base line for health risk factors for each member. Once established, the educators will work with the member to provide wellness goals and benchmarks. Educational material and motivation will be a core part of the program.

1780 After the initial consultation, each member will receive at least one additional face-to-face meeting annually. Such meetings will be primarily designed to be on the job site for the employees and in a private setting. Depending on the results of the health risk analysis and the goals of the member, additional meetings will be scheduled. Should a face-to-face consultation not be practical, phone and email may be acceptable alternatives.

CITY OF AUBURN



Auburn Firefighters Association Local No. 797

1785 The City, after consultation with the Health Care Provider and the City Wellness Team, will, at a minimum, provide monthly health related programs and topics that relate to the challenges that are facing the members. The City will continue to seek creative and meaningful ways to reward and recognize employees making progress in obtaining their individual health care goals.

1790 Health Care Advisory Team

1795 The City's Wellness Team will meet regularly to assist in recommending health related programs, adjustments to the percentage distribution and any wellness issues or concerns that may arise. There will be at least one fire fighter on the team. Though the Team may recommend changes or adjustments to the program, the City will make the final determination to either accept or reject such recommendations. Lastly, since communications is such an integral part of any successful program, the Team will serve as an information conduit to City employees to assist in keeping them apprised of ongoing health care issues.

1800 Health Care Management Proposal

1805 The insurance proposal is as follows: Employees' portion of health insurance premium increases from 15% to 25%, effective July 1, 2006. Alternatively, an employee may participate in the Health Promotion Program and make his/her intentions known to participate by July 1, 2006. The program's implementation date is July 1, 2006. During the first year of the program (7/1/06 to 6/30/07), employees need only agree to participate in the program to obtain the 10% health insurance premium savings. After July 1, 2007, employees are expected to meet the specific goals by utilizing their 'best efforts' as established by the Health Care Educators to obtain the full 10% savings.

1810 The components of the 10% health insurance premium savings is as follows:

- 1815 3% savings when the employee agrees to participate in a Health Risk Assessment, a physical examination by personal physician including the prescribed lab/x-rays;
- 3% savings when the employee agrees to participate in an exercise program agreed to by the Health Care Educator in conjunction with the employee's physician;
- 2% savings for nonsmokers and those who quit smoking;
- 2% savings for participation in a weight management program.

The total adjustment to the employee's health insurance cost share will not exceed 10%.

1820 Health Promotion Program and Health Insurance Cost Share

CITY OF AUBURN

**Auburn Firefighters Association
Local No. 797**



1825 The employee cost share for firefighters who do not participate in the Health Promotion Program will be 25%. Employees who are participating in the Health Promotion Program are expected to meet the specific goals by utilizing their 'best efforts'. The program has two goals: First, to improve the health of each employee through risk assessment and education; second, to reduce the long-term cost of health insurance for each employee and the City. The use of credits is not intended by the City to be a primary source of savings, but as an instrument to make the program important and meaningful. As such, an employee who makes a 'best effort' but falls short of fully meeting their goals will not be penalized, providing, however, that the following three criteria are met:

- 1830
- a. the employee has participated in the Health Risk Assessment;
 - b. has made reasonable progress and improvement since the last measurement;
 - 1835 c. has been recommended by their health care provider/educator as having made their 'best effort'.

1840 The City will meet and discuss with the Union in all cases it deems an employee to not have met this standard. Each case shall be decided on an individual basis and shall not be used as a reference in any way for any other employee.

1845 At all time, the employee Primary Care Physician (PCP) shall be responsible for establishing and /or modifying appropriate goals. The Health Care Educator shall be responsible, in consultation with the employee's PCP, to determine the appropriate activities to meet such goals and to determine whether or not the employee has made a 'best effort'. In the event of a conflict between the PCP and the Health Care Educator, the employee's PCP shall have final say in re-determining and/or modifying previously established goals.

Medical Spending Account

1850 The City will provide funding for a Medical Spending Account for each firefighter which can be used for office visit co-payments, lab work, diagnostic testing, and prescriptions, etc. The City will contribute \$400 to the Medical Spending Account. In addition the employee may increase the funds in the Medical Spending account by making additional contributions through payroll deductions.

Wage Schedule

1860 Please see the attached Fire Fighter and Fire Prevention Officer Wage Schedules dated July 1, 2012 to December 31, 2012.

Fire Prevention Officer Wage Chart

January 1, 2009 - November 30, 2009

| | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | 11th |
|--------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Annual | \$44,610.60 | \$45,948.97 | \$47,327.10 | \$48,746.91 | \$50,209.32 | \$51,715.60 | \$53,267.07 | \$54,865.08 | \$56,511.03 | \$58,206.36 | \$59,952.55 |
| Weekly | \$857.90 | \$883.63 | \$910.14 | \$937.44 | \$965.56 | \$994.53 | \$1,024.37 | \$1,055.10 | \$1,086.75 | \$1,119.35 | \$1,152.93 |
| Hourly | \$22,877.2 | \$23,563.6 | \$24,270.3 | \$24,998.4 | \$25,748.4 | \$26,520.8 | \$27,316.4 | \$28,135.9 | \$28,980.0 | \$29,849.4 | \$30,744.9 |

December 1, 2009 - December 31, 2009 (2% Wage Increase)

| | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | 11th |
|--------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Annual | \$45,502.81 | \$46,867.95 | \$48,273.64 | \$49,721.85 | \$51,213.51 | \$52,749.91 | \$54,332.41 | \$55,962.38 | \$57,641.25 | \$59,370.49 | \$61,151.61 |
| Weekly | \$875.05 | \$901.31 | \$928.34 | \$956.19 | \$984.88 | \$1,014.42 | \$1,044.85 | \$1,076.20 | \$1,108.49 | \$1,141.74 | \$1,175.99 |
| Hourly | \$23,334.8 | \$24,034.8 | \$24,755.7 | \$25,498.4 | \$26,263.3 | \$27,051.2 | \$27,862.8 | \$28,698.7 | \$29,559.6 | \$30,446.4 | \$31,359.8 |

January 1, 2010 - December 31, 2011 (2% Wage Increase)

| | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | 11th | 12th | 13th |
|--------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Annual | \$46,412.87 | \$47,805.31 | \$49,239.12 | \$50,716.29 | \$52,237.78 | \$53,804.91 | \$55,419.06 | \$57,081.63 | \$58,794.08 | \$60,557.90 | \$62,374.64 | \$64,245.88 | \$66,173.64 |
| Weekly | \$892.56 | \$919.33 | \$946.91 | \$975.31 | \$1,004.57 | \$1,034.71 | \$1,065.75 | \$1,097.72 | \$1,130.66 | \$1,164.58 | \$1,199.51 | \$1,235.50 | \$1,272.57 |
| Hourly | \$23,801.5 | \$24,515.5 | \$25,250.8 | \$26,008.4 | \$26,786.6 | \$27,592.3 | \$28,420.0 | \$29,272.6 | \$30,150.8 | \$31,055.3 | \$31,987.0 | \$32,946.6 | \$33,935.2 |

January 1, 2012 - December 31, 2012 (2% Wage Increase)

| | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | 11th | 12th | 13th |
|--------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Annual | \$47,341.13 | \$48,761.42 | \$50,223.90 | \$51,730.61 | \$53,282.53 | \$54,881.01 | \$56,527.44 | \$58,223.26 | \$59,969.96 | \$61,769.06 | \$63,622.13 | \$65,530.79 | \$67,497.11 |
| Weekly | \$910.41 | \$937.72 | \$965.84 | \$994.82 | \$1,024.66 | \$1,055.40 | \$1,087.07 | \$1,119.68 | \$1,153.27 | \$1,187.87 | \$1,223.50 | \$1,260.21 | \$1,298.02 |
| Hourly | \$24,277.5 | \$25,005.9 | \$25,755.8 | \$26,528.5 | \$27,324.4 | \$28,144.1 | \$28,988.4 | \$29,858.1 | \$30,753.8 | \$31,676.4 | \$32,626.7 | \$33,605.5 | \$34,613.9 |

MEMORANDUM OF UNDERSTANDING
between
AUBURN FIREFIGHTERS ASSOCIATION, IAFF LOCAL 797
and
CITY OF AUBURN, MAINE
Effective _____

This Memorandum of Understanding (hereafter "MOU") hereby modifies the Collective Bargaining Agreement (the "CBA") that currently exists between the Auburn Firefighters Association, IAFF Local 797 and the City of Auburn, Maine (the "Parties").

The purpose of this MOU is to reduce the amount of overtime due to the unpredicted budgetary shortfall and the increase in firefighter staffing. The City became aware that there will be revenue shortfall for the fiscal year (FY) 2013 budget, leaving the budget with an approximate \$1.3 million shortfall. Also, firefighter staffing was increased with the signing of the current CBA. The FY13 budget did not contain the necessary overtime costs associated with that increased staffing. In an effort to work with the City to limit the impact of these changes, the Parties hereby amend the Agreement as follows and subject to the conditions specified below.

Article VII, Section 3 - Overtime and Compensatory Time

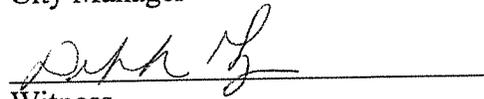
Firefighters shall be paid for work performed on regular off-duty shifts and during their free time period at an overtime rate of one and one-half (1½) times their hourly rate as per the attached wage schedule, except that for multiple alarms. (See Article XIV) **Effective April through June 30, 2013, Firefighters performing work on regular off-duty shifts and during their free time period shall have a choice of being compensated at their regular overtime rate or by accruing compensatory time at one and one-half times the number of hours actually worked. The Parties shall encourage but not mandate the comp time choice as a way to limit the overtime costs in the FY13 budget. The firefighters who choose compensation instead of comp time will not be adversely treated/affected by either Party.** Firefighters participating on teams established or created by the Department (with the exception of firefighters serving on the Quality Council) on their off-duty time shall have a choice of being compensated at their regular overtime rate or by accruing compensatory time at one and one-half times the number of hours actually worked. The following conditions shall apply to the accrual of comp time:

- 1. The firefighter may accrue up to 48 hours per year. Effective April through June 30, 2014, firefighters may accrue up to 96 hours with an option to increase that number on a case by case basis.**
2. Comp time accrued but not used will be paid out the last pay-period in the fiscal year at the regular hourly rate in effect for the firefighter at that time. **All new comp time accrued between April and June 30, 2013 would be carried over to FY14 and paid out, if not used, the last pay-period in the FY14 at the regular hourly rate in effect for the firefighter at that time.**

3. No firefighter may choose to take comp time on a day on which his/her platoon would thereby be reduced below the minimum staffing level (because of prior scheduled vacations, existing extended sick leave, on-the-job injuries, or other cause known at the time notice is given).

Signed:
City of Auburn


City Manager


Witness

Date Ratified By City Council

Auburn Firefighters Association,
IAFF Local 797


Union President


Witness

April 10, 2013
Date Ratified By the Bargaining Unit