

AGREEMENT BETWEEN
THE CITY OF BIDDEFORD, MAINE
AND THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 3107
AFL – CIO - CLC FOR
THE BIDDEFORD FIRE DEPARTMENT

July 1, 2015 to June 30, 2018

TABLE OF CONTENTS

| <u>ARTICLE #</u> | | <u>PAGE #</u> |
|------------------|-----------------------------------|---------------|
| 1 | PREAMBLE | |
| 2 | RECOGNITION | 3 |
| 3 | APPENDICES & AMENDMENTS | 3 |
| 4 | AVAILABILITY OF AGREEMENT | 3 |
| 5 | BEREAVEMENT LEAVE | 3 |
| 6 | BULLETIN BOARDS | 4 |
| 7 | CALL BACK FROM BOX ALARM | 4 |
| 8 | CLOTHING ALLOWANCE | 5 |
| 9 | COURT TIME | 6 |
| 10 | DAYTIME SHIFT COVERAGE | 7 |
| 11 | DETAILS TO OTHER CITY DEPARTMENTS | 7 |
| 12 | DISCRIMINATION | 7 |
| 13 | DUTIES | 8 |
| 14 | EMERGENCY RESPONSE TIME | 8 |
| 15 | GRIEVANCE PROCEDURE | 8 |
| 16 | HOLIDAYS | 9 |
| 17 | INSURANCE | 11 |
| 18 | JURY DUTY | 12 |
| 19 | LEAVE OF ABSENCE | 12 |
| 20 | LEGAL AID AND PROTECTION | 12 |
| 21 | MAINE DRIVER'S LICENSE | 13 |
| 22 | MANAGEMENT RIGHTS | 13 |
| 23 | NO STRIKE | 13 |
| 24 | OVERTIME | 14 |
| 25 | PART TIME WORK | 16 |
| 26 | PAYROLL DEDUCTION OF DUES | 16 |
| 27 | PERSONNEL RECORDS | 17 |
| 28 | PERSONNEL REDUCTION | 17 |
| 29 | PROMOTIONS | 18 |
| 30 | RETIREMENT | 19 |
| 31 | RULES AND REGULATIONS | 20 |
| 32 | SENIORITY | 20 |
| 33 | SHIFT EXCHANGE | 22 |
| 34 | SICK LEAVE | 23 |
| 35 | TRAINING | 25 |
| 36 | UNION BUSINESS | 26 |
| 37 | UNION MEETINGS | 27 |
| 38 | UNION REPRESENTATION | 27 |
| 39 | UNION SECURITY | 27 |
| 40 | VACATION | 28 |
| 41 | VALIDITY CLAUSE | 29 |
| 42 | WAGES-LONGEVITY | 29 |
| 43 | WORKERS COMPENSATION | 33 |
| 44 | WORKING HOURS | 33 |
| 45 | WORKING OUT OF CLASSIFICATION | 33 |
| 46 | TERM OF AGREEMENT | 33 |

**ARTICLE 1
PREAMBLE**

This Agreement has been entered into this day of July, 2012 by and between the City of Biddeford (hereafter referred to as the City) and the Biddeford Fire Fighters Association Local 3107 of the International Association of Fire Fighters, (hereafter referred to as the Union) pursuant to the provisions of the Municipal Public Employees Labor Relations Law, Title 26, M.R.S.A., Chapter 9A, Section 961 through 974, as amended; the parties hereto have entered into this Agreement in order to establish mutual rights, and to preserve proper employee morale.

**ARTICLE 2
RECOGNITION**

Section 1: The City recognizes the Union as the sole and exclusive agent for all regular, permanent, uniformed employees of the Fire Department, excepting only the Fire Chief and Deputy Chiefs, for the purpose of bargaining, pursuant to the provisions of the Municipal Public Employees Labor Relations Law, Title 26, M.R.S.A., Chapter 9A, Section 961 through 974, as amended. The term “employees” as used herein shall mean those employees included in the bargaining unit defined in the preceding sentence.

Section 2: The Union shall provide the Fire Chief or his designee with a list of all Union Officials names and positions held and the Union shall keep such list current with the Fire Chief.

**ARTICLE 3
APPENDICES AND AMENDMENTS**

Section 1: All appendices and amendments to the Agreement shall be subject to all of the provisions of this Agreement and shall be numbered, dated and signed by the respective parties.

**ARTICLE 4
AVAILABILITY OF AGREEMENT**

Section 1: The City shall furnish the Union with forty (40) copies of the collective bargaining Agreement within thirty (30) days after the signing of this Agreement. The City also agrees to provide the Union with a disk of the contract or provide the contract electronically.

Section 2: The City agrees to provide the Union with a disk of the contract or provide the contract electronically

**ARTICLE 5
BEREAVEMENT**

Section 1: Twenty-Four [24] hours (one full shift) shall be granted for Spouse, Parent, Child, Sibling, Grandparent (in- Laws included). Twelve [12] hours shall be granted for

Aunt, Uncle, Niece or Nephew (in-laws included). In certain circumstances the Fire Chief may allow more time to be used for Bereavement on a case-by- case basis.

Section 2: Upon request to accommodate unique or special circumstances, the Fire Chief may allow additional time to be used for Bereavement Leave on a case-by-case basis.

ARTICLE 6 BULLETIN BOARDS

Section 1: The employer shall provide space in the Fire Station for a Union bulletin board. All Union employees shall have access to the bulletin board.

Section 2: The space provided for the bulletin board shall be a location mutually agreed upon by the Union Officials and the Fire Chief.

Section 3: It will be the responsibility of all employees to check these notices. Rule changes, posting of positions, work assignments, and so on will be posted on this board.

ARTICLE 7 CALL BACK FROM BOX ALARM

Section 1: In the event of a recall for a desk box from an off-duty status, an employee shall receive a minimum of Six (6) hours pay at a rate of time and one half (1 ½) of the employees rate of pay for a Desk Box. If callback occurred prior to 07:00 then the oncoming shift shall be compensated for the full box alarm. If callback occurs between the hours of 07:00 and 08:00 the oncoming shift shall be compensated for whatever part of that hour at time and one half (1 1/2). If all out occurs between the hours of 08:00 and 09:00 the off going shift shall be compensated at time and one half (1 1/2) for whatever part of that hour all out occurs. In the event all out occurs past 09:00 then the off going shift shall be compensated for the full box alarm. Eligibility for call back premium requires response to the scene within twenty (20) minutes of the alarm. Furthermore, to qualify under this article, a special call is one for which there is a need for a specialized team. Employees called into the station for such calls, as a forecasted flood, hurricane, blizzard, or search and rescue shall be compensated for hours actually worked.

Section 2: The Officer in charge will notify Fire Alarm at the beginning of each shift as to the number of manpower on duty. In the event there are insufficient duty personnel to cover Central Station apparatus, the following shall be implemented:

Apparatus Call back:

1. Fire Alarm will immediately tone out for apparatus coverage.
2. After receiving phone calls from qualified personnel, the OIC will be notified via intercom as to who will be responding.
3. All personnel will call Fire Alarm at 282-5127 or via the intercom from Central Station, you will not call Central Station. When calling, give name

and E.T.A.

4. If no regular force personnel call within five minutes, OIC will be notified.
5. Fire Alarm will tone for coverage of apparatus. Anyone in the Biddeford Fire Department regular force will be eligible for call back.
6. Fire Alarm will tone Biddeford Central Station. The first two calls received by the Communication Center will qualify for overtime. Said employees must respond to Central Station within 15 minutes of calling in.

Section 3: Personnel responding to this special call back provision will be paid a minimum of two hours at time and one-half their regular hourly rate of pay. All personnel may be kept for the entire two-hour period and/or until a minimum of 6 personnel are located at central station.

ARTICLE 8 CLOTHING ALLOWANCE

Section 1: The City will pay the cost of initial acquisition of uniforms for firefighters. The following shall be furnished:

- Two [2] Pairs of Trousers or Cargo Pants
- Two [2] Shirts with Embroidery
- One [1] Bell Firefighters Hat with Badge
- One [1] Ruben Sweatshirt
- One [1] Baseball Cap
- One [1] Three Season Jacket

Section 2: Unit members will receive a clothing allowance in the amount of six hundred dollars \$600.00 per contract year. Employees must purchase from the approved list and provide documentation of the purchases; Failure to do so shall result in the City issuing the proper IRS documentation for compensation. If City chooses to change to debit card system, Union agrees as long as the allowance amount does not decrease. The Uniform Allowance increase will be retroactive to July 1, 2015 as mutually agreed to by the parties.

Section 3: If an employee is hired between July 1 and December 31 he/she will receive a clothing allowance check the following July 1st. If hired between January 1 and June 30 he/she will not receive a clothing allowance check on July 1st of that year.

Section 4: A clothing allowance will be paid to each full-time firefighter on a separate check other than payroll for the purpose of replacing damaged and/or worn out clothing. This shall be paid in July of each year. Badges and insignias shall be supplied by the City of Biddeford. A discontinuance of a standard issue, the accepted replacement shall not necessitate a change in the standard issue or the clothing allowance. If employees are required to purchase full dress uniforms, the cost of said uniform must be borne by the City.

Section 5: If changes to the standard uniform issued are requested by the employees, and are approved by the Fire Chief, then said approved changes shall be borne within the

employee's clothing allowance.

Section 6: The City will pay the cost of acquisition and replacement due to damage and excessive use of fire protection equipment. The City will provide items in accordance to Maine State Law and NFPA regulations, as follows:

NFPA 1971 apply to the following equipment: Body Protection Hand Protection
Head, Eye and Face Protection Foot and Leg Protection

Above issued equipment shall be returned to the Chief upon separation of employment with the Biddeford Fire Department.

Section 7: An employee who for any reason leaves the employ of the Fire Department prior to the completion of one (1) year of service, shall return the summer/winter coat along with the bell cap, all badges and all insignias.

ARTICLE 9 COURT TIME

Section 1: Any employee, who is subpoenaed for testimony in the course of employment with the City to attend court, depositions, arbitration hearings, or labor board hearings for job related, off-duty testimony will receive a minimum of two (2) hours of pay at the applicable rate plus an amount equal to that of the cities mileage rate from their residence or central fire station, whichever is closer, for such attendance. If the employee is required to stay in attendance for more than two (2) hours in anyone day, he will be paid at the applicable rate for the actual hours spent in attendance that day. If a fee is received for such attendance, it shall be given to the City. This article covers only those circumstances where the employees' participation is solely for the benefit of the employer and/or is required as the result of the employees' duty to the employer.

Section 2: If an employee is on duty, the Department shall cover the employee for the duration of court time to include travel time to and from the Courthouse.

ARTICLE 10 DAYTIME SHIFT COVERAGE

Section 1: Between the hours of 8:00 am and 6:00 pm Monday through Friday a Chief Officer will be allowed to cover a Unit Members work shift provided it is for limited time. (I.e. A person takes a few hours off as permitted by this agreement like a doctor's appointment then the Chief Officer would be allowed to cover during that period without hiring overtime.) If a Chief Officer fills a Unit Members position, then the officer on duty would fill a slot by seniority and the Chief Officer would fill the Officer's slot.

ARTICLE 11 DETAILS TO OTHER CITY DEPARTMENTS

Section 1: While the detailing of employees shall be the sole responsibility of the Chief, the City agrees that no employee will be detailed to other City Departments except in case of emergency, except to perform small tasks where either the fire department personnel have a unique skill and/or the city purchased equipment would invaluable to assist.. A labor dispute will not be deemed an emergency.

ARTICLE 12 DISCRIMINATION

Section 1: The employer agrees not to discriminate against any employee for his activity in behalf of, or membership in the Union. The Employer and the Union agree that there shall be no discrimination against any employee because of race, creed, religion, sex and/or handicap. If so applicable, whenever a male gender is used in this Agreement, it shall be construed to include male and female employees.

ARTICLE 13 DUTIES

Section 1: The duties of employees shall be the prevention, control and extinguishment of fires; emergency rescue, care and maintenance of the fire alarm system, minor maintenance* of equipment readiness and appearance, the care and spot maintenance of all Department quarters and carrying out the duties of the ambulance division.

Section 2: It shall be the responsibility of any employee having custody of any equipment to see that it is properly cared for, kept clean and returned to its place of storage.

Section 3: All employees shall not as part of a tour of duty perform services for any private interest. *Minor maintenance means anything one can do without the aid of special tools.

ARTICLE 14 EMERGENCY RESPONSE TIME

Section 1: Any new employees hired after July 1, 1985 must reside within a twenty (20) air mile radius of the Biddeford Fire Station. Current employees not complying with this section as so noted in Appendix A and shall be allowed to continue to live at the residences. However, if the employee gives up that specific residence, they must comply with this section.

ARTICLE 15 GRIEVANCE PROCEDURE

Section 1: The purpose of the grievance procedure shall be to settle all Union and/or employee grievances as quickly as possible, so as to ensure efficiency and promote

employee morale within the Department. The union must file a grievance within ten (10) days of first knowledge of the employee of the events precipitating the grievance.

Section 2: A grievance shall be considered to be a Union and/or employee complaint concerned with:

- a) Discharge, suspension, or other disciplinary action;
- b) Interpretation and application of Fire Department rules & regulations;
- c) Alleged violation of any of the terms of this Agreement; and all conditions of employment.

Section 3: Should the Union or an employee feel aggrieved, the adjustment of the grievance shall be sought as follows:

- a) The Union shall submit the details of such grievance in writing to the Chief of the Fire Department or his designee. Within five (5) days thereafter, the Chief or his designee shall meet with the Union for the purpose of adjusting or resolving such grievance.
- b) If such grievance is not resolved to the satisfaction of the Union by the Chief or his designee within five (5) days after said meeting, the Union may submit such grievance in writing within fifteen (15) days after said reply from the Chief, to the City Manager. The City Manager shall render a written decision within ten (10) days of receiving said grievance.
- c) If the grievance is still unsettled, either party may within fifteen (15) days after the reply of the City, by written notice to the other, request arbitration.

Section 4: The arbitration proceeding shall be conducted by an arbitrator to be selected by the Union and City within seven (7) days after notice has been given. If the parties fail to select an arbitrator, either party may request the assignment of an arbitrator by the American Arbitration Association, or the Maine Board of Arbitration and Conciliation. The decision of the arbitrator shall be binding and final on the parties, and the arbitrator shall be requested to render his decision in writing within thirty (30) days after the conclusion of the testimony and argument.

Section 5: Expenses for the arbitrator's services and the proceedings shall be shared equally by the Union and City. However, each party shall be responsible for compensating its own representatives or witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available to the other party and to the arbitrator.

ARTICLE 16 HOLIDAYS

Section 1: The following shall be paid holidays and the holiday pay will be paid for the

day the holiday is observed.

New Year's Day
Martin Luther King Day
President's Day
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Section 2: Holiday pay shall be paid at the employee's regular rate of pay for twelve (12) hours. All personnel will fall in this category. Commencing at 08:00 on Christmas and Thanksgiving Day working employees will receive an additional half hour (0.5) of pay for the actual hours worked on said holiday. This additional pay is not paid to any member(s) that are called back to work for any other reason.

Section 3: In order to receive holiday pay, an employee will work the holiday. In the event an employee is sick on the holiday, said employee must obtain a doctor's note from work well (i.e. outpatient) on the same date as the holiday in order to receive holiday pay. The City agrees to cover the cost of the doctor's note acquired at work well or outpatient.

Section 4: Unit members shall be allowed to convert up to eleven (11) twelve [12] hour holidays (maximum total of 132 hours) from a cash payment to time off, called "City Saving Days", (one 24 hour scheduled shift for each two converted holidays). The use of this time off must be approved by the Fire Chief or his designee at 07:00-08:00 the morning of the day the employee wishes to convert. The employee may choose a half or whole day. Half days will be from 08:00 to 18:00 or 18:00 to 08:00, unless mutually agreed to.. City Saving Days cannot cause overtime, however, sick blocks or other means of overtime four (4) hours or less will not be counted toward a refusal of a City Saving Day.

At the request of the employee, any unused City Saving Days may be converted back to holiday pay. The request must be made by December 1st for these unused days. They will be paid to the employee via a separate check other than payroll by December 14th. If the employee fails to request the conversion of unused days, any unused days will be used up to December 31st or lost.

ARTICLE 17 INSURANCE

Section 1: Unit members agree to pay twenty percent (20%) of the cost of health insurance coverage. The payment will be made through payroll deductions, in an amount equal to twenty percent (20%) of the annual cost to the City for each employee and dependents

divided by the number of paychecks issued during the calendar year. The Union agrees to allow the City to change health insurance carriers with substantially equal benefits. If the City changes from the current Health Insurance Plan then, the City agrees to renegotiate with the Union the employee's contribution up to the twenty percent (20%).

Effective January 1, 2017, all employees that elect to receive health insurance shall enroll in the so-called HMO plan as offered by the City. Employee may elected to stay with the 'premium' insurances offered after that date. However, they must pay the additional premium so that the City's contribution to the premiums will be no more than the actual dollar amount paid for the HMO plan.

Section 2: The City agrees to make available to employees, with the first paycheck in January, the so- called 125 spending account premium-only plan, in accordance with IRS regulations, so long as this plan is allowed by the Federal Government.

Section 3: The City agrees to provide the employees with an insurance buy-out program. If an employee can demonstrate that he/she has appropriate health insurance coverage elsewhere, the employee will be allowed to cash in coverage from the City for a family plan \$2000.00 per year, payable quarterly in a separate check from weekly payroll check.

Section 4: The City shall allow employees hired prior to January 1, 2005 who retire with a minimum of fifteen (15) years of service with the City of Biddeford and has attained the age of 55, to participate in the City's Group Health Insurance until age 62, at his/her own cost. At age 62, the employee will be entitled to 100% of the cost of the single subscriber rate; any dependent coverage shall be paid by the Retiree. When the retiree reaches the age of 65, the City will provide at no cost to the retiree the so- called companion plan. All the above has to be continuous coverage. Any break in the insurance coverage shall release the City of any obligation under this Article. Any employee eligible for this section shall not be eligible for Section 5 below.

Section 5: Employees hired after January 1, 2005 are not eligible for Sections 4 above. Said employees shall contribute \$15 per week to retirement health savings (RHS) which will be matched by the City.

The employer matched contribution amount shall have a ten year (10) vesting period, to coincide with the employees' original date of hire, as follows:

| | |
|---------------|----------------------------|
| 0 to 2 years: | Zero percent (0%) |
| Over 2 years | Ten percent (10%) |
| Over 3 years | Fifteen percent (15%) |
| Over 4 years | Twenty percent (20%) |
| Over 5 years | Thirty five percent (35%) |
| Over 6 years | Fifty percent (50%) |
| Over 7 years | Sixty five percent (65%) |
| Over 8 years | Eighty percent (80%) |
| Over 9 years | Ninety percent (90%) |
| Over 10years | One hundred percent (100%) |

Any employee hired prior to effective the date of the signing of this contract shall be considered fully vested for the purposes of Section 5.only.

Section 6: Employees hired prior to January 1, 2005 may elect to forgo the benefit in section 4. If elected to do so, the City will match their mandatory contribution of fifteen dollars (\$15.00) per week into a tax deferred instrument (i.e. 457 plan) agreed to by the parties. If there is no agreement to another option, then the 457 plan will be the default plan. Employees eligible for this option may do so at any time by provided written notification of such to the City. However, once changed, the benefit in section 4 is permanently lost.

ARTICLE 18 JURY DUTY

Section 1: Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Employees shall be paid regular wages and any jury duty compensation received shall be signed over to the City.

Section 2: An employee upon release from jury duty must report back to work if such release is during his working hours.

ARTICLE 19 LEAVE OF ABSENCE

Section 1: Any employee, upon application in writing to the Chief, may be granted a leave of absence without pay and without loss of seniority, not to exceed one (1) year, for official union business, personal illness, including maternity or attending school. Leaves that exceed one (1) year's duration will be considered on their merit on a case by case basis. During said leave of absence, the employee will not accrue benefits, but will be allowed to continue health insurance at their own cost. Upon termination of such leaves, the City will, upon notice, return said employee to the formerly held position, providing the position has not been abolished due to budgetary personnel reduction.

If the position has been abolished due to budgetary personnel reduction, seniority shall prevail. Educational leave terminations will be accompanied by proof of completion of courses. Sick leave termination will be accompanied by medical certification of employee's ability to return to his former position. The City will notify the Union whenever any leave is granted and the duration of leave.

Section 2: Military leave shall be granted in accordance with applicable federal and state laws.

ARTICLE 20 LEGAL AID AND PROTECTION

Section 1: The City shall provide liability coverage for employees covered by this Agreement to the extent and limits stated in its policy of insurance. Such insurance policy shall cover the employee when sued for damages as a result of acts as stated, defined and limited in said policy, which arises out of and in the regular course of duty. The limits

of liability coverage shall be as stated, defined and limited in said policy but shall meet or exceed the limits of the Maine Tort Claim Act.

ARTICLE 21 MAINE DRIVER'S LICENSE

Section 1: As a condition of hire, a unit member must have a valid driver's license. If an employee's driver's license is suspended he/she shall be suspended from employment without pay for the period he/she is without a valid State of Maine driver's license, not to exceed forty-five (45) days. If the employee has lost their license for period of time longer than the forty-five (45) days, the employee may request an extended unpaid leave of absence. If granted, the employee will accrue no benefits during the extend leave. Said leave shall not exceed one (1) year. Leave shall not be unreasonably denied. Upon eligibility to return to work, the employee may request reinstatement and said restatement shall be granted if a vacancy exists. Upon return, said employee shall assume the position of Private with all seniority earned, except the time during the leave. If an employee loses his/her license a second time he/she shall be subject to further discipline up to and including termination

Section 2: At the City's sole discretion, an employee who does not possess a valid Maine driver's license maybe allowed to work if appropriate work is available. All decisions made will not constitute a precedent or past practice.

ARTICLE 22 MANAGEMENT RIGHTS

Section 1: Except as otherwise specifically provided in this agreement or otherwise mutually agreed to in writing by the parties, the City of Biddeford retains the right to determine the mission, policies, and set forth all standards of services to the public, direct the operation of the Fire Department that are provided to the public. In addition, these rights include the direct operation of the Fire Department and the right to direct the employees, including the right to plan, direct and control department activities; the right to schedule and assign work to employees; the right to determine the means, methods, processes and equipment; the right to maintain the efficiency of the department and the employees; the right to determine the manning of jobs; the right to create and revise jobs and to eliminate jobs. For legitimate reasons, the City of Biddeford retains the right to establish and require the observances of rules and regulations to maintain order and to promote and promulgate ordinances and regulations. Nothing shall prohibit the City from implementing new standing operating procedures as long as there are in accordance with this agreement. All discipline shall be for just cause.

Section 2: In the event this Agreement is silent on any terms and conditions regarding Unit employees, the City shall have the right to make any and all management decisions as it deems reasonable, however, the City shall notify the Union in writing of any impending/proposed changes to personnel policies, practices and matters affecting the general working conditions effecting unit employees at least 10 working days prior to the implementation date of the proposed change. Upon receipt of such proposed change, the Union shall have ten (10) working days to notify the City of its concerns along with the requested remedy pursuant to Title 26.

Section 3: The parties acknowledge that during the negotiations which resulted in the contract covering the period of July 1, 2015 to June 30, 2018, each had the unlimited right and opportunity to make demands and proposals with respect any subject or matter not removed by law from the area of collective bargaining.. All practices known to the parties were addressed, including known side bar agreements, recognized past practices, and other accepted but not documented practices.

The City and Union, therefore, from the effective date of this agreement until June 29, 2018, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. Any confusion, misunderstandings, or other differences of agreement regarding management rights will be resolved through Article 15 Labor Management Partnership

Section 4: In regards to the ‘greasing’ of the aerial, the parties agree that the members will perform the daily checks of spot greasing the truck. The more extensive ‘greasing’ service will be performed by a trained mechanic.

ARTICLE 23 NO STRIKE

Section 1: There shall be no strike or slow down by the Union nor any lock out by the City during the life of this Agreement.

ARTICLE 24 OVERTIME

Section 1: An employee desiring to share overtime may do so if qualified. This section shall apply only when the overtime is for a complete shift.

The work week period starts at 8:00 am, Friday and ends at 7:59 am the following Friday. Hours paid for absences for vacation, holidays, court-time and for leaves outlined in Article 5 shall be counted as hours worked for purposes of overtime compensation under this Article.

On holidays, the Chief may allow fewer hours per employee. No employee may work in excess of 48 consecutive hours unless otherwise approved. If an employee desires to share his/her overtime with another employee, then both employees will receive a date in the overtime roster provided both employees have worked more than six hours as provided in section 3.

The employee who originally accepted the overtime will receive a mark in the overtime roster regardless of how many hours they actually worked and this circumstance would not apply to Section 3. This would be to alleviate overtime being passed on from one employee to another and no mark being placed in the overtime roster.

Section 2: Whenever overtime is needed before the change of the shift, the opportunity will be first offered to on-duty personnel before going to the next scheduled shift. If the

overtime is needed after the change of shift, the next due shift is to be first on a seniority basis. The responsibility will be on the Captain or Lieutenant for the hiring of overtime personnel. Qualification Lists, as updated, will be provided to each Captain. Overtime shall follow seniority on a rotation method starting with the most senior man qualified for position needed according to the Overtime List. In the event overtime is not met by the next due shift, overtime would be given by seniority to the next due shift.

If an employee is unintentionally passed over for overtime, the next available slot to be filled shall be offered to that employee without loss on the rotation roster. If an employee has worked an additional shift that is annexed to a regular shift (48 consecutive hours) they shall not be offered overtime annexed to either end of the 48 hours. In this instance the employee will not lose their position on the overtime list.

Section 3: Any employee who works less than six (6) hours on an overtime shift shall not lose his seniority position for overtime.

Section 4: If an employee is on vacation, he will not be called for overtime unless it has been offered to all shifts and refused. If an employee wants to work overtime while on vacation, he must register his name on the pass on sheet at the dispatch desk, prior to the start of his vacation, listing the dates of the beginning and the end of his vacation.

Section 5:

- a) There shall be two (2) overtime lists kept by the officers in charge of shifts. A regular list and a mandatory list. These lists shall be made up from shift rosters. The mandatory list shall be utilized in the order of reverse seniority.
- b) An employee who may be excused for any reason in accordance with this bargaining agreement shall stay at the top of the mandatory list and be the first required to work the next time it is mandatory.
- c) An employee shall not be forced to work for two (2) consecutive times. In the event a second consecutive time arises, the next qualified person on the mandatory list shall be required to work. In the event an employee is forced to work two (2) consecutive times, said hours worked shall be paid at double time. An employee who voluntarily works overtime or is forced overtime on Christmas Day or New Year's Day, said employee shall be paid double time for the hours worked on Christmas Day or New Year's Day.
- d) If an employee on the floor is already working overtime, he will be asked to work last on the regular overtime list, and then the rotation will continue to the off shifts.
- e) Forced overtime shall be filled from the duty shift, in the event an employee has already worked an overtime or swap shift when a forced overtime is needed, then the forced overtime will go to every person on the duty shift before it is assigned to the employee who has already worked a previous shift regardless of his/her date.
- f) Should overtime become necessary during the shift, the regular list shall be used

and when an employee is reached they shall make them self-available for a second call if everyone should refuse overtime.

- g) The Fire Chief must be kept abreast of all required overtime. The officer in charge assigning the overtime must provide, in writing, to the Fire Chief the following: The employees who work the overtime and the employees who have refused overtime.
- h) The Fire Chief or his designee shall have full authorization to post any special overtime that arises as to best fit the needs of the department.

Section 6: Any outside consumer or business details, which requires personnel or apparatus to be committed to said event will be covered by off-duty personnel. If the personnel or apparatus is available from the said event, it will be discretion of the Fire Chief to determine if overtime will be needed.

ARTICLE 25 PART TIME WORK

Section 1: Employees understand that their primary job and hence employment responsibility is the City of Biddeford. The City agrees not to interfere with any employee working part time as long as the employment does not interfere with this primary responsibility. In addition, any outside employment or business ownership must not adversely impact the operations of the Fire Department or the reputation of the City of Biddeford. All employees must notify the Fire Chief of any part time work and/or business ventures. .

ARTICLE 26 PAYROLL DEDUCTION OF DUES

Section 1: The City shall deduct regular weekly Union dues upon receipt of signed authorization from members of the Union on forms supplied by the Union and satisfactory to the City. The City shall forward all such dues so collected with a report to the Secretary/Treasurer of the local Union by the fifteenth (15) day of each month following the month in which deductions were made. This authorization shall remain in force and in effect during the term of this Agreement.

Section 2: The Union shall indemnify and save the City harmless against all claims and suits, which may arise by reason of making any such deduction, the cancellation of the same, and remitting the same to apparently authorized officials of the Union.

ARTICLE 27 PERSONNEL RECORDS

Section 1: The City shall maintain a personnel file on each unit employee. Personnel files are confidential and are the property of the City. Personnel files are to be kept locked and secured under the City Manager's control. State law provides employees with access to their personnel records (including former employees and duly authorized representatives).

However, a written request for such information must be submitted to the City Manager or his designee for processing. File review and copying must take place at the location where the personnel files are maintained, during normal office hours unless, at the City Managers or his designee's discretion, a more convenient time and location for the employee is arranged. Employees are entitled to one free copy of their personnel file per calendar year upon written request of which said copy can be electronic.

Section 2: If upon inspection, a unit employee disagrees with any of the information contained in the personnel file, they may submit a written statement explaining the employee's version of the information along with evidence supporting such version. The City will maintain such a statement as part of the employee's personnel file and will include the statement in any transmittal of the file to an authorized third party.

Section 3: Employees shall be required to acknowledge all records of disciplinary action inserted into their personnel file with a signature affixed to the document and returned to the City, whether or not they agree with the action. Employees shall be entitled to submit a written rebuttal of a disciplinary action for insertion in their personnel file provided such correspondence is received by the City Manager within ten [10] working days of the notice being acknowledged by the employee; or the employee may grieve the action pursuant to Article 15 of this agreement, Any correction action that is placed in an employee's file that is a result of an action that is a violation of any federal and/or state law, rule or regulation, shall not be removed and will be made part of the record permanently.

Section 4: The parties agree that all discipline infractions and penalties will be placed, maintained and remain in an employee's official personnel file, including any violations and corrective actions relating to violations of federal or state law, rule or regulations. Except for the above reasons, any material in the employee's personnel file having to do with a grievance or a disciplinary procedure shall be removed from the files after twelve (12) months of the date of the occurrence except for a suspension which shall be removed after twenty four (24) months.

ARTICLE 28 PERSONNEL REDUCTION

Section 1: In the case of personnel reduction, the employee with the least amount of Fire Dept. seniority shall be laid off first. No new employee shall be hired until the laid off employee has been given the opportunity to return to work.

- a) Employee laid off must maintain his current mailing address with the Fire Chief.
- b) Employee laid off must be given the opportunity to return to work and must reply within thirty (30) days after receipt of certified mail.
- c) In order to maintain his/her recall rights, a laid-off employee must maintain their licenses, which he/she held when laid-off. As allowed by law, the City will continue to be a sponsoring agency to allow these employees to receive training in order to maintain their licenses.

ARTICLE 29 PROMOTIONS

Section 1: All promotions shall be on a fair and competitive basis. No one with less than five (5) years of full time active service with the Biddeford Fire Department (or other full time department) and for employees hired on or after January 1st, 2014 must have one or more of the following degrees, certifications, or courses to be eligible for promotion.

Associates degree
Bachelor's Degree

In the absence of one of the above potential candidates should have at a minimum two of the following classes:

Fire Officer 1/2
Fire instructor 1/2
EMS Instructor Coordinator
Paramedic

Section 2: Written tests for promotions will be processed and administered by an outside entity. The practical tests will be established by mutual agreement. Oral board panels shall consist of three (3) individuals selected by the Chief from Fire Management personnel outside the City of Biddeford Fire Department. In order to receive a passing grade, an employee must receive at least a score of seventy percent (70%). Employees must receive a 70% on the written test to move on to the practical test. Each employee must receive a 70% on the practical to move on to the board. Each portion of the promotional process, written, oral, and practical, shall each account for 100 points each. Points shall be given for the number of years of service at the rate of one half (1/2) point for each year of service with no maximum.

All promotions shall be awarded by step in rank only to permanent full time employees of the Biddeford Fire Department.

Section 3: The department will conduct a written test when a vacancy occurs for a Lieutenant or Captain. The City agrees that they will provide a 60-day notification of such test being given. The top three (3) scorers will be considered for promotion. Test results would be good for one year from date of exam. The Fire Chief shall be allowed to appoint an acting officer from the top three scorers if an officer vacancy happens after the test is given and prior to a year from the test date.

Section 4: The City agrees to work with the union to use the manuals and policies that are current to leadership practice that relate to the fire service. This list will be created on an annual basis.

ARTICLE 30 RETIREMENT

Section 1: The City agrees to continue to participate in the Maine State Retirement System, which includes the Biddeford Fire Department. Effective July 1, 2007, the City agrees to participate in the Maine State Retirement System Special Benefit Plan 3-C and will allow eligible employees within this bargaining unit who elects to participate in this plan to do

so. Effective July 1, 2010 for service provided after July 1, 2010 and not applicable to service provided prior to July 1, 2010, the City agrees to add the cost of living provision to MPERS. Both the City and the Union agree the City has no retroactive obligations related to its participation in this special benefit plan or the Cost of Living Adjustment plan. Both the City and the Union agree the City has no retroactive obligations related to its participation in this special benefit plan. It shall be a condition of employment for all new employees to select and participate in the Maine State Retirement System or the 457 plan that is currently being offered under this agreement.

Section 2: The City agrees to continue to provide the 457 Deferred Compensation Plan in lieu of the Maine State Retirement System. Employees electing participation only to the 457 deferred compensation plan shall receive an automatic (3%) contribution to their plan made by the City. In addition, the City will match up to an additional three percent (3%) of the employees' contribution for a total of up to 6%. Without prior written approval of the Union, the City shall not make any changes in the 457 Deferred Compensation Plan, including without limitation plan manager, company or investments.

ARTICLE 31 RULES AND REGULATIONS

Section 1: The parties agree that should the City have a need to issue a new or revised personnel policy or Biddeford Fire Department Standard Operating Guideline/Procedure or other implementing document that effects personnel policies, practices or matters affecting the general working conditions of bargaining unit employees, the City shall submit such new/revised policy to the Parties Labor-Management Partnership Committee as outlined in this agreement.

Section 2: All unit employees shall have access to all personnel policies and SOPs within the fire department. Unit employees are required to be familiar with these policies and shall comply with them accordingly. Should there be any doubt as to the employee's obligations, the employee shall comply with the rules and then initiate a grievance if he/she feels it is necessary.

ARTICLE 32 SENIORITY

Section 1: Seniority shall be determined as follows:

- a) By strict seniority in the department (start date).
- b) If start date is the same then the first hired by the City of Biddeford.
- c) Seniority by start date will take effect 10-1-2006; anyone hired prior to 10-1-2006 will use the seniority roster that was in effect as of 9-30-2006, which was posted on 1-1-2006.
- d) The shift captain will be deemed the officer in charge regardless of rank and time

in grade.

Section 2: Except as otherwise specifically provided in this agreement or otherwise mutually agreed to in writing by the parties, the City of Biddeford retains the right to determine the mission, policies, and set forth all standards of services to the public, direct the operation of the Fire Department that are provided to the public. In addition, these rights include the direct operation of the Fire Department and the right to direct the employees, including the right to plan, direct and control department activities; the right to schedule and assign work to employees; the right to determine the means, methods, processes and equipment; the right to maintain the efficiency of the department and the employees; the right to determine the manning of jobs; the right to create and revise jobs and to eliminate jobs.

For legitimate reasons, the City of Biddeford retains the right to establish and require the observances of rules and regulations to maintain order and to promote and promulgate ordinances and regulations. Nothing shall prohibit the City from implementing new standing operating procedures as long as there are in accordance with this agreement. All discipline shall be for just cause.

All employees shall be assigned a permanent seniority number. A seniority list shall be maintained on a current basis, and said list shall be posted at the Fire Station. The employee's rights in the following areas shall be governed by seniority and qualification:

- a) Choice of daily truck assignments.
- b) Choice of daily cleaning chores.
- c) Choice of time off for vacations.
- d) Choice of sleeping quarters to be picked in January, or re-picked by job openings.

Section 3:

- a) While seniority and qualifications are the determining factor for regular assignments, nothing shall prevent management from making temporary assignments according to the needs of the department. In which case selection would be done by the seniority method, which would allow appropriate coverage. An example of such an assignment would be when a junior man is being qualified on other pieces of apparatus other than the one in which they are assigned.
- b) The City shall maintain a seniority list by start date, which shall be posted on the bulletin board, within the month of January. It will be posted for a period not less than thirty (30) days. Any objections to the seniority list as posted must be reported to the Chief and to the Union within ten (10) days from the date of posting, otherwise, it shall be approved.
- c) When a new employee is hired or an existing employee gets promoted, then the new employee or newly promoted employee will be assigned to the open shift until shifts are changed in January. Management agrees to post all annual shift changes by the end of the second week in December and changes to take effect

January 2nd of the following year. If a person wishes to change their shift, they must request to do so in writing, although Management has the right to deny the request. The City agrees that shift changes should take place with as little moves as possible to realign Seniority within the department.

ARTICLE 33 SHIFT EXCHANGE

Section 1: Employees shall have the right to exchange positions with another qualified employee on another shift, provided:

- a) Employees may swap a shift with another employee provided it is approved in advance by the Chief or his designee. Swaps shall be allowed when both employees have equal qualifications- (Officer/Officer, Firefighter/Firefighter, EMT/EMT). A Lieutenant may swap with an assigned driver, provided they are available for the entire duration of the shift in the event they are needed to make a command decision.
- b) Substitution will not ordinarily be permitted for more than four (4) consecutive shifts; and,
- c) The City shall not be responsible for enforcing any agreement made between employees, and shall be under no financial obligation to the substitute.
- d) The trading of time is done voluntarily by the employees and not at the request of the employer;
- e) The reason for trading time is not for any benefit of the employer, but rather due to the employees desire to attend to personal matters;
- f) A record is maintained by the employer of all time traded by employees;
- g) To swap time an employee must have approval at least one (1) day in advance. While on duty, all employees must wear uniform. The one (1) day in advance may be waived by the officer approving the swap, provided said officer can justify the exception. The City agrees to allow up to a one (1) hour swap without paperwork and without one day notice as approved by the officer in charge.

ARTICLE 34 SICK LEAVE

Section 1: Employees shall be eligible for sick leave after thirty (30) days of service. Employees shall earn 144 hours of sick leave per year at the rate of 12 hours per month, accumulative to a maximum of 1800 hours. Sick leave may be taken in four (4) hour blocks unless an employee becomes ill during a scheduled shift in which case the actual number of hours used shall be deducted from the employee's accruals or their RSL as outlined in this

article. With prior approval of the Fire Chief or his designee, sick leave may be used in 2 hour blocks. An employee who is unable to report for his scheduled duty shift due to sickness must call the duty officer between the hours of 6:00 a.m. and 7:00 a.m. If the employee is sick the day before and is certain that they will be unable to respond, they may notify the duty officer any time after 1800 hours. The Fire Chief may require the employee to verify any illness with a certificate signed by a physician, if the Fire Chief feels the employee is abusing sick leave. Absence due to on duty injuries shall not be charged against accumulative leave.

Section 2: Any employee contracting or incurring any service or non-service connected sickness or disability which renders such employee unable to perform the duties of his employment shall receive sick leave with pay, provided the employee has accumulated sick leave. In the event of sickness or disability in the employee's family, spouse or children, the employee shall also be granted sick leave with pay provided the employee has accumulated sick leave. Family sick leave to be limited to 48 hours per year. In certain circumstances the Fire Chief may allow more time to be used for family sick leave on a case-by-case basis.

Section 3:

- a) As of the date of signing of the contract in 2016, all employees shall have any sick leave accumulated in excess of three (300) hours swept into a '*reserve sick leave*' (RSL) account. All hours in this account shall be maintained in the employees name and accounted for financially based on the effective rate of pay at the time of the creation of '*reserve sick leave*' account. A complete list will be provided to the union at least five (5) days prior to the signing of the contract. The total amount in the RSL, less any used during the employee's history, shall be the amount due to the employee at the time of separation. An employee may draw upon the RSL as need on a hour by hour basis, however, no additional hours may be placed into the account beyond the initial creation. Additional rules contained within this agreement regarding the economic value of sick leave shall not apply to RSL.
 1. Employees that have in excess of twenty (20) years may request in writing up to twenty percent (20%) of the cash value in the RSL to be deposited into their 457 plan in any given year.
 2. Said notice must be received by December 31 of any year and payment will be made in the employees account on about July 30th of the following year.
 3. Employees that have less than ten (10) years of service at the time of the conversion of sick time to RSL, will have the time booked at the applicable rate (fifty percent (50%)). Once they reach their ten anniversary, the economic value will be converted to one hundred percent (100%), using the rate of pay at the time of the initial conversion to the RSL.
- b) Any hours not swept into the RSL as well as all future sick leave shall have the economic value upon employee separation as described in this section. Hours accumulated beyond twelve hundred (1,200) hours are not eligible for

any economic value, unless otherwise specified.

1. For employees hired effective the date of this contract:
 1. Under 10 years of service 0%
 2. More than 10 years and less than 25 years 25%
 3. More than 25 years 50%

 2. For employees hired after January 1, 2000:
 1. Less than 25 years 25%
 2. More than 25 years 50%
 3. Employees that retire or reach the aged of 65 75%

 3. For employees hired after January 1, 1990:
 1. Less than 25 years 25%
 2. More than 25 years 50%
 3. Employees that retire or reach the aged of 65 100%

 4. For employees hired prior to January 1, 1990:
 1. Less than 25 years 25%
 2. More than 25 years 50%
 3. Employees that retire or reach the aged of 65 100%
- For employees hired prior to January 1, 1990 that retire, all hours to a maximum of eighteen hundred (1,800) hours are eligible.
- c) Sick leave incentive: all employees shall participate in the sick leave incentive program, Employees shall have unused sick time swept into a retirement savings account (RHS), fully vested in their name, based on the following schedule:
1. More than twelve (1,200) hours 72 hours swept
 2. Hours will be paid out based on the current hourly wage and factored at 25%
 3. Hours will be swept on December 31 of each year and payment will be made in the employees account on about July 30th of the following year. Should employee leave in good standing prior to July 30, the funds will be deposited upon written notice of separation.
- d) In the event of death of an employee, payment is to be made to the employee's beneficiary or the estate of the employee, the employee's estate will receive an additional twenty five (25%) of sick leave on the books for any accumulation that is not already at one hundred percent (100%). In the unfortunate event of a line of duty death the estate shall receive 100% reimbursement of unused accumulation.

Section 4: If an employee uses no sick leave (has perfect attendance) for the period of January 1 through June 30 and/or July 1 through December 31 a cash bonus equal to 12 hours straight time pay shall be paid. An employee is eligible to collect twice during the 12 month period if no sick leave is used.

Section 5: Employee's shall have the right to rollover any payment of accumulated unused sick leave as allowed by governmental regulations per year into 457 Retirement Plan with no match from the City. Upon retirement, employee shall be allowed to rollover accumulated sick leave into 457 Retirement Plan with no match from the City as allowed by governmental regulations.

ARTICLE 35 TRAINING

Section 1: Normally, training will not last more than three (3) hours per shift nor will the training session go beyond 10:00 p.m. This will not prevent the training department from setting up courses that may have to be presented over more than a three (3) hours period in one day nor will it prevent obligatory sessions designated by the Chief, which may include the use of outside instructors. If the employees are expected to train past 10:00 PM granted that a notice of at least one (1) week. The Union agrees to be flexible in the administration of this article when Call force trainees return from a training session after 10:00 p.m. The on duty shift will train with the call force as required.

Section 2: Training periods may be held on the weekends. If more than five (5) weekend sessions are required for training within the year, the additional sessions will be discussed with the Union.

Section 3: The Biddeford Fire Department Training Division shall maintain a standard of operation for pump and/or ladder truck operator and firefighter.

Section 4: All persons being compelled to attend school on an off duty basis will be compensated at one and one half (1 1/2) their regular rate of pay. The cost of tuition and books shall be borne by the City.

Section 5: As an educational incentive to further professional training and educational advancement, any member of Local 3107 who successfully completes a fire science or related course of study recognized by the State Board of Education as credible, shall be reimbursed by the City for the cost of textbooks and tuition incurred, if approved by the Chief.

Section 6: Not more than two (2) employees per shift, for a total not to exceed four (4) employees in the department, may be allowed to attend a Firefighter One or Firefighter Two Certification Course.

Section 7:

- a) The City agrees to cover all costs of tuition, books, and overtime incurred by personnel attaining and/or maintaining approved EMS licensure training. The employee must pass the course(s) taken or reimburse the City for all costs of tuition and books.
- b) The City agrees to cover all costs of tuition and books incurred by authorized

EMS personnel (intermediate or above) attending ACLS, PHTLS, NALS, and PALS training limited to budgetary limitations - provided, the employee successfully passes the course. In the event the employee does not pass the course all costs of tuition and books will be reimbursed to the City. Said training will be at the request of the employee. As such, the training is voluntary and is not considered hours work. The employee will not be paid for the personal time used to attend the classes.

Section 8: Swap time may not be used during mandatory training sessions except as excused by the Chief. All affected employees shall be given a minimum of 14 calendar days' notice of required training.

Section 9: In-service training and/or testing shall be given by the City to determine the ability and knowledge of the employees, and to determine any additional necessary training needs.

ARTICLE 36 UNION BUSINESS

Section 1: Union Officials shall be allowed time off, with pay, for meetings with City Officials concerning Union business, provided said time off does not interfere with work requirements as determined by the Chief.

ARTICLE 37 UNION MEETINGS

Section 1: The Union may conduct its business, including the conducting of Union meetings, at the Fire Station in the back hall. If another location is to be used, prior approval must be obtained from the Chief Officer. The conducting of Union business shall not interfere with normal activities of the Department. One of the Union Officers will make every effort to notify the Chief when there will be a meeting.

ARTICLE 38 UNION REPRESENTATION

Section 1: Any employee shall have the right to be represented or accompanied by Union Officials of his choice, or other Union representatives (for a total not to exceed three (3) Union members) when appearing before a Deputy Chief, the Chief, or their designees on any grievance, or with regard to any disciplinary action, or on any occasion when the employee has been required to appear.

ARTICLE 39 UNION SECURITY

Section 1: All employees who are members of the Union as of the date of this Agreement

and all employees who hereafter become members of the Union shall, as a condition of employment, maintain their membership in good standing in the Union for the duration of this Agreement. Failure of any such employee to maintain his membership by nonpayment of dues as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such employee.

Section 2: Employees who are or who may become members of the Union may resign from the Union during the period of no more than twenty (20) days and not less than ten (10) days prior to the expiration of this Agreement.

Section 3:

- a) Membership in the local Union is not compulsory. Membership in the local Union is separate, apart and distinct from the assumption by an employee of his equal obligation to the extent that he received equal benefits. The local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the local Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the local Union. The Agreement has been executed by the Employer after it has satisfied itself that the local Union is the choice of a majority of the employees in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.
- b) Any present or future employee who is not a Union member and who does not make application for membership in the Union shall, as a condition of employment, pay to the Union each month a fair share as a contribution toward the administration of the Agreement in an amount equal to eighty percent (80%) of the regular monthly dues, initiation fees and/or any uniform assessments. Employees who fail to comply with this requirement within thirty (30) days from the date of hire shall be discharged by the Employer after receipt of written notice from the Union and corroborative proof of nonpayment by the Employer.

**ARTICLE 40
VACATION**

Section 1: All employees covered by this contract shall be entitled to the following paid vacation:

- After (1) year of service & less than (5) years of service - 96 hours
- After (5) years of service and less than (10) years of service - 144 hours
- After (10) years of service and less than (20) years of service - 192 hours
- After twenty (20) years of service - 240 hours

Section 2: Any employees who are on the same shift may exchange vacation periods upon prior approval of the Chief or his designee as defined in Section 6 of this Article.

Section 3: All employees of the Fire Department covered by this Agreement shall be entitled to retain their requested vacation time when a change of shift takes place.

Section 4: Vacation shall be taken in blocks of 24 hours. Requests for 48 hour consecutive blocks shall have preference over 24 hour requests. After the 48 hour consecutive blocks have been picked the shifts will continue to pick single 24 hour blocks of vacation. All vacation picks will be picked in rotation by seniority. If an employee chooses not to pick his/her vacation at this time they will fall under section 6.

Any changes to the original picked vacations will fall under section 6. A Vacation Day(s) will take effect at 08:00 hours the morning after your last shift worked, therefore making you unavailable for overtime prior to your vacation day(s). If you want to be available for overtime you must notify the Officer's in charge that you want to be considered for overtime and it must be placed on the pass-on sheet.

Section 5: Vacation requests must be submitted to the Fire Chief during the month of January. The Fire Chief will review all requests prior to his giving approval for the requested vacation period, within thirty (30) days of the submittal of the Captain's and his complete shift vacation request.

Section 6:

- a) The City shall allow employees to take single day vacations. A written request must be submitted and approved by the Fire Chief or his designee. Vacation days shall not accumulate from year to year.
- b) If an employee cancels vacation it shall be re-posted for availability.
- c) Single vacation days shall be allowed on a first come, first served basis.

Section 7: An employee shall be able to call between 7:00 a.m. and 8:00 a.m. for a vacation day; on the same day they are requesting a vacation day, as long as no overtime is created.

Section 8: The City shall allow vacations to be taken in ½ days, which must be taken 08:00 to 18:00 or 18:00 to 08:00. Subject to the Fire Chief or his designees' approval on a first come first serve basis.

Section 9: In the event an employee chooses to cancel a vacation day or days, they must submit their cancellation in writing to the O.I.C. their shift before the scheduled vacation day or days.

**ARTICLE 41
VALIDITY CLAUSE**

Section 1: If any provision of this Agreement shall be contrary to, or inconsistent with, any provision of Federal or State Law, or any existing ordinance of the City of Biddeford, and thereby rendered invalid, such invalidity shall not affect the validity of the remaining

provisions. Those portions of this Agreement affected shall be subject to be reopened by either party.

ARTICLE 42 WAGES and LONGEVITY

Section 1: Wage Rates:

Probationary Pay: Probationary firefighters with 0-6 months of their hire date shall receive two dollars (\$2.00) an hour less than the category they would fall in. A probationary firefighter beginning with their seventh (7) month until the end of their twelfth (12) month shall receive one dollar (\$1.00) an hour less than the category they would fall in. After the completion of their twelfth month said employee will fall into their appropriate category. The City has the right to bring new employees at the starting base pay based on previous experience.

Retroactive Pay: Retroactive pay will be eligible for all current employees and members who retired in good standing only. Any former employee that has left the department from July 1, 2015 to the date of the signing that did not retire in good standing is not eligible for retroactive pay or any other retroactive benefits.

- The pay scale is attached as Appendix A to the contract.

Section 2: Probation Period: All new employees shall serve a probationary period of one year. If an employee is hired without Maine State Firefighter I & II, they must attend and pass the Maine State Firefighter I & II school as a condition of employment. During the probationary period an employee may be discharged without cause and have no right of appeal. If an employee is hired without Maine State Firefighter I & II, it is employee's responsibility to obtain the certification. The City will pay for the course and the necessary books and other training costs to assist but the time attending the classes will not be considered work hours if attended outside of their work shift assignment.

A probationary employee's shift assignment, or hours of work are to be determined by the Chief so as to best assess performance.

Section 3: EMS Incentive: Any employee who obtains a paramedic certificate shall receive a onetime lump sum bonus of \$1,000.

Section 4:

- a) All employees will be required to maintain their current EMS license level as a condition of hire. Any current employee that is being paid for an inactive license as of May 15, 2016 shall have until July 1, 2017 to reactivate their license(s). If that does not occur, the rate of pay of that employee will be based on the actual active licenses held.
- b) The city agrees to make available the state required CEHs on duty for all EMS license levels. In the event a management approved class is off duty the employee will be compensated at their appropriate overtime rate.

ARTICLE 43 WORKING HOURS

Section 1: The shift shall be 8:00 a.m. to 8:00 a.m. daily with 24 hours on, followed by 72 hours off for the most senior forty (40) members based the seniority list.

Section 2: To accommodate peak response time issues, all employees hired in seniority position of 41 and higher shall work four (4) work days of twelve hours shift to be followed by a four work days off. The employees will either work a day schedule for a period of three months or a night schedule for three months. For the following three month cycle the employees will switch to the opposite. The exact start and end times for the shifts must be consistent but will be established by the City. Once established, it can only be changes after meeting and consulting with the union and by giving a sixty (60) day notice of the same, unless mutually agreed to shorting the notice provision. The parties may by mutual agreement adjust this schedule to meet the demands.

Section 2: These schedules are based on the Fair Labor Standards Act (FLSA) 7k exemption utilizing a twenty eight (28) day period. For the purposes of overtime calculation, said employees are also on the forty two (42) hour average work week and will be compensate at a rate of time and one-half for all hours of work over 42 hours.

Section 3: Regardless of the day of the week, each day shall be considered a normal work day, i.e. there is no ready alert differences, etc.

ARTICLE 44 WORKERS COMPENSATION

Section 1: An employee who is entitled to workers compensation benefits, may elect to be paid at full pay by deducting from his accumulated sick leave 1/3 day for each day of workers compensation related absence.

Section 2: City may assign an employee who is receiving workers compensation benefits to light duty work in the Fire Department, or in any other City Department if there is no light duty work available within the Fire Department. This light duty work may be assigned during the hours of 8:00 a.m. to 5:00 p.m., Monday to Friday with the employee's doctor's approval or another mutually agreeable and beneficial schedule. The parties agree that should a hardship be created on the member because of the immediate change to new working hours under this section, a request may be made for a temporary delay of the effective date. Sick leave shall not be deducted from the employee for hours worked on light duty.

ARTICLE 45 WORKING OUT OF CLASSIFICATION

Section 1: Any employee covered by this Agreement who is required to accept the responsibility and carry out the duties of a position or rank above that which he normally

holds, shall be paid at the rate for that position or rank while so acting, providing the Chief or Deputy Chiefs designate that employee.

Section 2: A Captain must be out for thirty (30) consecutive days or more due to sickness, injury, etc., before the Lieutenant acting in the Captain capacity receives the Captain rate of base pay. If the condition is met, the difference in pay shall be retroactive to the first day of the Captain absence.

ARTICLE 46 LABOR MANAGEMENT PARTNERSHIP

Section 1: The parties agree to establish and maintain a ‘Labor Management Relationship’ that will open a new era where the Union, the City, and the Fire Department and all Fire Department employees shall work together to create a workforce that highly motivated, multi-skilled, and technologically advanced to meet the ever changing needs of the Fire Department and the City of Biddeford. Furthermore, the parties agree to implement this relationship with a firm commitment to avoid an adversarial relationship and work together towards developing and maintaining a quality labor-management relationship that fosters mutually beneficial outcomes. To this end, the parties agree to establish and maintain a labor-management partnership committee.

Section 2: The purpose of this Committee is to assist in developing a quality labor management relationship between the parties. The Committee is designed to provide a means for allowing the City, the Fire Department and the Union to become partners in identifying problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to these problems so that the mission of the Fire Department can be accomplished in the more cost effective manner, while striving to enhance the working conditions of all Fire Departments employees. The goals and objectives of this Committee are as follows:

- a) To further the Fire Department’s mission by using the brain storming Process
- b) Foster a more productive and cost effective service for the citizens of Biddeford
- c) Promote a better morale among all Fire Department employees
- d) Enhance the working conditions for all Fire Department employees

Section 3: Committee Structure and Conduct: The LMC shall consist of four (4) union representatives (as determined by union) and four representatives from the City (as determined by the City). Nothing in this agreement will restrict the parties from expanding or reducing size by inviting other department heads and/or other jurisdictions to assist the committee in meeting its goals and objectives. The Committee shall also have the authority to appoint sub-committees and/or working groups, either standing or temporary, to assist in addressing any of the matters properly raised to the committee and/or carry out its purpose. In addition, at the request of one or more of the committee members, subject matter experts

or other persons may be requested to attend to offer advice and/or information on specific subjects.

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

Section 4. Committee Meetings and Agenda: The Committee shall meet on request of either partly and/or at least once a month to discuss all matters of mutual concern. The meeting format, meeting date/times, meeting duration, location, and agenda development will be determined by the committee at their 1st meeting.

Section 5: Minutes: The parties agree that committee minutes will be maintained of all meetings and will be published as determined by the committee. The minutes of the committee will only reflect what was done and not what was said.

Section 6: Information and Data: The parties agree, that both labor and management will provide whatever information and/or data they control or have access to that is necessary and relevant for all committee and sub-committee members to have a full and complete understanding of the facts relating to the issues before the in order to fulfill their respective representational responsibilities and to make informed decisions while serving on the labor-management committee.

Section 7: Decisions:

- a) Decision making within the labor management committee shall be based on consensus. For the purpose of this agreement, consensus is defined as a unanimous decision of ‘all’ representatives present at the meeting. The parties must ensure that all issue(s) are fully discussed prior to reaching a decision. Once a decision is reached, it shall be supported by all members of the committee.
- b) If consensus is not reached, the issue(s) may be submitted for bargaining as appropriate through normal negotiation procedures pursuant to the terms and conditions of the CBA. Thought the parties wills strive to address their issues and/or resolve their conflicts through the labor-management committee, submission to the committee does not constitute an exhaustion requirement with respect to any of the parties’ statutory or contractual rights.
- c) All decisions of the committee that are reached by consensus will be binding on the parties. The parties agree that labor/management committee, decisions, arrive at through consensuses, constitute waivers of any rights that may exist to seek redress of that matter through any other form, except as may be prohibited by law. All agreement reached by the committee will be signed by all members of the committee. The parties agree that under no circumstances shall an agreement reach the committee modify the current CBA.

- d) All decisions of the LMC will be published jointly. All decisions will be posted for a thirty (30) day period on all official bulletin boards as a result of the committee's actions.
- e) Some issues, such as critical SOP's must be adopted in timely basis in order to protect the members, the public and the city. While every attempt will made to use this process whenever possible, the City reserves the right to implement any SOP that it deems critical, subject to this agreement. In those cases, the union reserves the right to use the traditional grievance process as outlined in Article 15 of this agreement.
- f) Article 46 shall cease to have standing on June 29, 2018 unless otherwise agreed to by the parties.

ARTICLE 47
PHYSICAL EXAMINATIONS, PHYSICAL FITNESS & FITNESS OF DUTIES

Section 1: Wellness/Fitness Initiatives: The Parties through their labor-management committee will implement a medical, wellness and physical fitness program for unit employees to obtain/maintain a level of wellness/fitness consistent with the duties he or she may be called upon to perform. The parties agree to develop the necessary Standard Operating Procedure[s] for implementing the terms and conditions of this article. The Program while utilizing the IAFF/IAFC Program as a guide and/or reference shall include but not be limited to the following:

- Identify Occupational Healthcare Provider
- Medical Evaluation & Surveillance & Behavioral Health
- Immunization/Inoculations Section/Requirements
- Fitness Initiative
- Injury/Illness and Medical Rehabilitation [Return to Work Program]
- Other programs as agreed by the parties

ARTICLE 48
TERM OF AGREEMENT

Section 1: This Agreement shall be effective from July 1, 2015 and continue in full force and effect until June 30, 2018 or until a new Agreement is signed, whichever is later. The execution of this Agreement shall serve as the required 120-day notice to negotiate a successor Collective Bargaining Agreement in accordance with Title 26, M.R.S.A., Chapter 9A Sec. 965E.

Section 2: Negotiations shall commence ninety (90) days prior to the expiration of this Agreement. The parties have hereby caused their names to be subscribed by their duly authorized representatives of this day and year.

Signed in Biddeford, Maine this 16th day of December 2016

For the Union:

For the City:

Timothy Sevigny, President

James A. Bennett, City Manager

Andrew Stevenson, Vice-President

Derick Ouellette, Secretary

_____,
John Pothier, Treasurer

APPENDIX A

As of April 25, 2016, the following employees were in violation of Article 14 Emergency Response Time. These employees are allowed to continue to maintain their residences as listed below. If they should leave that residence for any reasons, they must comply with the terms of the contract. It is recognized that the standard established within the contract was and remains a condition of employment. As such, should any of the employees fail to comply with this appendix, they shall forfeit their right to be a Biddeford Firefighter and immediately submit their resignation. Failure to do so will result in the immediate termination of said employee.

Eric Beaulieu

Current Addresses on file with Human Relations Department

Richard Dawe

Current Addresses on file with Human Relations Department

0

APPENDIX A- WAGE SCALES

effective July 1, 2015

| | <u>2 years</u> | <u>5 years</u> | <u>8 years</u> | <u>10 years</u> | <u>15 years</u> | <u>20 years</u> |
|-----------------------|----------------|----------------|----------------|-----------------|-----------------|-----------------|
| Firefighter- Basic | \$ 20.63 | \$ 21.05 | \$ 21.25 | \$ 21.67 | \$ 21.87 | \$ 22.08 |
| Advance | \$ 21.71 | \$ 22.14 | \$ 22.36 | \$ 22.79 | \$ 23.01 | \$ 23.22 |
| Critical Care | \$ 22.12 | \$ 22.57 | \$ 22.79 | \$ 23.23 | \$ 23.45 | \$ 23.67 |
| Paramedic | \$ 22.91 | \$ 23.37 | \$ 23.60 | \$ 24.05 | \$ 24.28 | \$ 24.51 |
| Lt-Basic | \$ 23.75 | \$ 24.22 | \$ 24.46 | \$ 24.93 | \$ 25.17 | \$ 25.41 |
| Advance | \$ 24.27 | \$ 24.75 | \$ 24.99 | \$ 25.48 | \$ 25.72 | \$ 25.96 |
| Critical Care | \$ 24.63 | \$ 25.13 | \$ 25.37 | \$ 25.86 | \$ 26.11 | \$ 26.36 |
| Paramedic | \$ 24.95 | \$ 25.45 | \$ 25.70 | \$ 26.20 | \$ 26.45 | \$ 26.70 |
| Captain-First R | | | | | | \$ 26.74 |
| Captain-Basic | \$ 25.13 | \$ 25.64 | \$ 25.89 | \$ 26.39 | \$ 26.64 | \$ 26.89 |
| Advance | \$ 25.64 | \$ 26.16 | \$ 26.41 | \$ 26.92 | \$ 27.18 | \$ 27.44 |
| Critical Care | \$ 25.99 | \$ 26.51 | \$ 26.77 | \$ 27.29 | \$ 27.55 | \$ 27.81 |
| Paramedic | \$ 26.35 | \$ 26.87 | \$ 27.14 | \$ 27.66 | \$ 27.93 | \$ 28.19 |

effective July 1, 2016

| | <u>2 years</u> | <u>5 years</u> | <u>8 years</u> | <u>10 years</u> | <u>15 years</u> | <u>20 years</u> |
|-----------------|----------------|----------------|----------------|-----------------|-----------------|-----------------|
| Firefighter- | | | | | | |
| Basic | \$ 21.05 | \$ 21.47 | \$ 21.68 | \$ 22.10 | \$ 22.31 | \$ 22.52 |
| Advance | \$ 22.14 | \$ 22.58 | \$ 22.80 | \$ 23.25 | \$ 23.47 | \$ 23.69 |
| Critical Care | \$ 22.57 | \$ 23.02 | \$ 23.24 | \$ 23.69 | \$ 23.92 | \$ 24.15 |
| Paramedic | \$ 23.37 | \$ 23.83 | \$ 24.07 | \$ 24.54 | \$ 24.77 | \$ 25.00 |
| Lt-Basic | \$ 24.22 | \$ 24.70 | \$ 24.95 | \$ 25.43 | \$ 25.67 | \$ 25.92 |
| Advance | \$ 24.75 | \$ 25.25 | \$ 25.49 | \$ 25.99 | \$ 26.24 | \$ 26.48 |
| Critical Care | \$ 25.13 | \$ 25.63 | \$ 25.88 | \$ 26.38 | \$ 26.63 | \$ 26.88 |
| Paramedic | \$ 25.45 | \$ 25.96 | \$ 26.21 | \$ 26.72 | \$ 26.98 | \$ 27.23 |
| Captain-First R | | | | | | \$ 27.28 |
| Captain-Basic | \$ 25.64 | \$ 26.15 | \$ 26.40 | \$ 26.92 | \$ 27.17 | \$ 27.43 |
| Advance | \$ 26.16 | \$ 26.68 | \$ 26.94 | \$ 27.46 | \$ 27.72 | \$ 27.99 |
| Critical Care | \$ 26.51 | \$ 27.04 | \$ 27.30 | \$ 27.83 | \$ 28.10 | \$ 28.37 |
| Paramedic | \$ 26.87 | \$ 27.41 | \$ 27.68 | \$ 28.22 | \$ 28.49 | \$ 28.75 |

effective July 1, 2017

| | <u>2 years</u> | <u>5 years</u> | <u>8 years</u> | <u>10 years</u> | <u>15 years</u> | <u>20 years</u> |
|-----------------|----------------|----------------|----------------|-----------------|-----------------|-----------------|
| Firefighter- | | | | | | |
| Basic | \$ 21.47 | \$ 21.90 | \$ 22.11 | \$ 22.54 | \$ 22.76 | \$ 22.97 |
| Advance | \$ 22.58 | \$ 23.03 | \$ 23.26 | \$ 23.71 | \$ 23.94 | \$ 24.16 |
| Critical Care | \$ 23.02 | \$ 23.48 | \$ 23.71 | \$ 24.17 | \$ 24.40 | \$ 24.63 |
| Paramedic | \$ 23.83 | \$ 24.31 | \$ 24.55 | \$ 25.03 | \$ 25.26 | \$ 25.50 |
| Lt-Basic | \$ 24.70 | \$ 25.20 | \$ 25.45 | \$ 25.94 | \$ 26.19 | \$ 26.43 |
| Advance | \$ 25.25 | \$ 25.75 | \$ 26.00 | \$ 26.51 | \$ 26.76 | \$ 27.01 |
| Critical Care | \$ 25.63 | \$ 26.14 | \$ 26.40 | \$ 26.91 | \$ 27.17 | \$ 27.42 |
| Paramedic | \$ 25.96 | \$ 26.48 | \$ 26.74 | \$ 27.26 | \$ 27.51 | \$ 27.77 |
| | | | | | | \$ 27.82 |
| Captain-First R | | | | | | |
| Captain-Basic | \$ 26.15 | \$ 26.67 | \$ 26.93 | \$ 27.46 | \$ 27.72 | \$ 27.98 |
| Advance | \$ 26.68 | \$ 27.21 | \$ 27.48 | \$ 28.01 | \$ 28.28 | \$ 28.55 |
| Critical Care | \$ 27.04 | \$ 27.58 | \$ 27.85 | \$ 28.39 | \$ 28.66 | \$ 28.93 |
| Paramedic | \$ 27.41 | \$ 27.96 | \$ 28.23 | \$ 28.78 | \$ 29.06 | \$ 29.33 |