

FIREFIGHTERS AGREEMENT

PREAMBLE

Pursuant to the provision of the Municipal Public Employees Labor Relations Act (Title 26 M.R.S.A. §961, et. seq.), and in consideration of the mutual promises of the parties herein contained.

AGREEMENT made as of the 3rd day of January, 2018, by and between the CITY OF BATH, a body corporate and politic, situated in Bath, in the County of Sagadahoc, and State of Maine, (hereinafter referred to as the City) and the BATH FIREFIGHTERS ASSOCIATION, Local No. 1611 of the International Association of Firefighters, A.F.L. – C. I. O. (hereinafter referred to as the Union).

ARTICLE I – UNION SECURITY

Section 1. The City recognizes the Union as the sole and exclusive collective bargaining agent for the members of the Bath Fire and Rescue Department, with the exception of the Chief, Assistant Chief, Deputy Chief, Call Firefighter, Shift Supervisor, Captains and any clerks or office personnel not performing the duties of a firefighter. The purpose of this recognition is to permit the Association to bargain collectively for its members concerning wages, rate of pay and other terms and conditions of employment.

Section 2. The City agrees that it will not enter into any individual or collective agreement with any employees covered by this Agreement which is contrary to this Agreement.

Section 3. Employees who are members of the Fire Department at the time of execution of this Agreement, with the exception of probationary personnel, shall be certified to be permanent members of the Department by the City Manager.

Section 4. The City Manager may, at his discretion, grant permanent members of the Fire Department a leave of absence. During a firefighter's term of employment, he may, at the discretion of the Manager, be granted multiple leaves of absence; however, the term of any such leave or consecutive leaves, shall not exceed one year. During such leave of absences granted by the City Manager, such member shall retain all rights of seniority, but all other benefits shall be suspended. The employee, however, may continue insurance benefits at his own expense. Family and medical leave may be taken in accordance with the provisions of applicable State and Federal law. During the course of such leave, medical benefits shall continue but all other benefits shall be suspended.

Section 5. The City Manager shall establish a seniority list and it shall be brought up-to-date on the first day of January of each year and posted at the Bath Fire Station bulletin board. A copy of the seniority list shall be mailed to the Secretary of the Union. Any objection to the seniority list as posted shall be reported to the Chief of the Fire Department, in writing, within ten (10) days following the posting of such list.

Seniority shall mean an employee's length of continuous service with the Department since his last date of hire.

In the event of a reduction in the work force involving employees employed by the City as of the effective date of this Contract or where a Bargaining Unit employee has been promoted to a Captain's position, and is later returned to a Bargaining Unit firefighter's position, then the employee with the least seniority shall be laid off first and the employee with the most seniority shall be rehired first providing, however, that he is qualified to fill the vacant position, or positions, and no new employee shall be hired until all employees on lay-off have been given the opportunity to return to work provided, however, that the recalled employee has the skill and ability as determined by the City Manager to fill the vacant position.

All employees' right to recall shall expire two (2) years after the date of notice of layoff. If the City determines that a recall of layed off employees is appropriate, then the employee layed off shall be sent correspondence by certified mail advising that employee that a resumption of their previous position is available. The employee is required to respond to the notification within fourteen (14) days as to whether or not they desire to become re-employed. If re-employment is indicated, the employee shall report to work no later than two (2) weeks after notice to accept re-employment is given. It shall be the employee's responsibility, during the two year period, to keep the City advised of their current mailing address for purposes of written notice. During the two (2) year layoff period, the layed off employee will be kept on the Fire Department roster for purposes of maintaining appropriate licensure.

Section 6. The Union shall be permitted to hold a regular monthly meeting at the Central Fire Station, said meeting to be on the first Monday of each month. This meeting shall not require the advance approval of the Fire Chief, however, it may be cancelled by the Fire Chief within twenty-four (24) hours notice. The Union shall further be permitted to have other meetings at the Bath Fire Station with at least twenty-four (24) hours notice, and with the advance approval of the Fire Chief, said approval not to be unreasonably withheld.

Section 7. Dues Deduction. The City shall deduct regular weekly dues upon receipt of signed authorization from members (a copy of which is to be retained by the City) and a certified statement from the Treasurer of the local unit as to the amount for dues. All such forms shall be supplied by the Union and be satisfactory to the City. The City shall forward all such dues so collected to Local No. 1611 at the Fire Station by the fifteenth of each month. The Union shall indemnify and save the City harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this Article.

ARTICLE II – MANAGEMENT RIGHTS AND DEPARTMENT RULES

Section 1. The City shall have the exclusive right to hire, promote, demote, transfer, increase and decrease the work force, suspend or otherwise discipline and discharge any employee of the Fire Department and to enforce work rules. The within enumerated rights are solely vested

in the City, subject to the provisions of the City Charter and Rules and Regulations adopted pursuant thereto and subject to the provisions of this Agreement.

Section 2. CITY – UNION COMMUNICATIONS. Should the City or its representative create or revise operations, policies, or procedures, or have the need to communicate formally with Union Representatives, the City or its representative shall notify the President of Local 1611 in writing with the proposal(s) and the proposed implementation date. The preferred method of communication shall be by electronic mail. It is the Union's responsibility, once notified, to communicate with and notify its members. If any response is required, the Union will have ten (10) days for that response except where the subject matter affects public or employee safety in which case the response will be within four (4) days.

ARTICLE III – FIREFIGHTERS DUTIES

Section 1. The work to be performed by members of the Fire Department shall consist of firefighting, minor maintenance of building and grounds, minor repairs of apparatus, participation in training, operation of any ambulance service which the City of Bath may elect to provide, and anything the Chief of the Fire Department may prescribe pertaining to the Fire Department.

Section 2. The regular work week of the Fire Department shall consist of forty-two (42) hours. Work shall be performed on the basis of one twenty-four (24) hour day on duty, followed by three twenty-four (24) hours days off duty, shift to change at 0700 hours. The City may schedule a forty-two (42) hour work week consisting of week days for any new employees, provided they are fully qualified in all respects as firefighters/EMT's and capable of covering overtime or standby shifts. If the City establishes a day shift, or if vacancies occur on the shift, existing members of the Department will be given the first opportunity to volunteer for the shift. The day shift will be staffed initially with new employees, to the extent that volunteers among current employees are not available. If a vacancy occurs in the twenty-four (24) hour shift, and the City elects to fill the vacancy, any day shift employee shall have the opportunity to change to the twenty-four (24) hour shift based on seniority.

Section 3. Work shifts may be exchanged between any member of the Fire Department at the discretion of and with the approval of the Duty Officer in charge. The City assumes no liability or responsibility for managing, tracking, or paying for work shift swaps.

Section 4. All members of the Fire Department shall attend mandatory off-shift training when scheduled by the Chief of the Fire Department. The Chief shall provide sixty (60) days' notice, communicated in accordance with the provisions of Article XIV relating to City-Union communications. If mandatory off-shift training is scheduled during a firefighter's previously scheduled vacation leave, that firefighter, with the approval of the Chief, has the option of providing alternate training that satisfies the requirements of the off-shift mandatory training.

ARTICLE IV – NO STRIKE CLAUSE

The protection of the public health, safety and welfare demands, and the Association agrees, that the members of the Union shall not have the right to strike or engage in any work stoppage or slow-down.

ARTICLE V – WAGES WORKING OUT OF GRADE, OVERTIME, LONGEVITY AND APPRENTICESHIP PROGRAM

Section 1. The following pay classifications shall be in effect upon the date indicated:

A pre-Contract adjustment of two percent (2%) effective upon approval of this Contract, as follows:

Probationary Firefighter	\$18.93
Firefighter – one year	\$19.42
Firefighter – two years	\$20.01
Firefighter – three years	\$20.59
Firefighter – ten years	\$20.92

Effective: January 1, 2018

Probationary Firefighter	\$19.31
Firefighter – one year	\$19.81
Firefighter – two years	\$20.41
Firefighter – three years	\$21.00
Firefighter – ten years	\$21.34

Effective: January 1, 2019

Probationary Firefighter	\$19.70
Firefighter – one year	\$20.21
Firefighter – two years	\$20.82
Firefighter – three years	\$21.42
Firefighter – ten years	\$21.77

Section 2. An employee who is performing temporary service in a higher rank shall be compensated for such service at the rate of probationary Captain, provided that such service in the higher rank exceeds one (1) hour for each occasion, and such compensation shall be paid from the first hour.

Section 3. Off duty bargaining unit members responding to a call back, mandatory training, sick leave replacement or vacation leave replacement shall be paid at overtime rates for the time actually on duty. For call back a minimum of three (3) hours will be guaranteed. Each call back shall continue until relieved and if a subsequent call back shall occur after the member has been relieved, then that second or subsequent call back shall be subject to the three (3) hours

minimum. Responder(s) to a call back shall be required to report to the station within fifteen (15) minutes of accepting the call back.

Section 4. Overtime shall be paid after forty-two (42) hours at the rate of time and one-half the regular hourly rate to the nearest quarter hour. All overtime will go to bargaining unit members, with regard to filling floor positions, before it will go to any others. It is understood, however, that management retains the exclusive right to determine the use of overtime to fill shifts or positions and may elect not to fill a certain shift or position or portion thereof.

Section 5. The City shall yearly pay longevity pay to all permanent uniformed members of the Fire Department at the rate of One Dollar (\$1.00) per month for each month's service after forty-two (42) months. The maximum period for which credit shall be given in the form of longevity pay shall not exceed twenty-five (25) years.

Section 6. Each employee shall maintain minimum certification at the level of Advanced Emergency Medical Technician (AEMT). The members of the Department on duty responding to an ambulance call shall respond to any and all ambulance calls as directed by the City, whether within the limits of the City of Bath or outside said limits. In addition, those employees maintaining the following levels of training as certified by the appropriate agencies, shall be entitled to additional compensation on a weekly basis in accordance with the following:

Effective Upon Contract Approval:

AEMT	\$.42/Hour
Paramedic	\$1.95/Hour

Effective: January 1, 2018

AEMT	\$.43/Hour
Paramedic	\$1.99/Hour

Effective: January 1, 2019

AEMT	\$.44/Hour
Paramedic	\$2.03/Hour

ARTICLE VI – RETIREMENT

The City agrees to provide the Maine Public Employees Retirement System program which allows retirement of firefighters after twenty-five (25) years of service at two-thirds (2/3) pay regardless of age. The employees' and employer's contribution shall be as determined by the Maine Public Employees Retirement System.

ARTICLE VII – HEALTH INSURANCE

Effective January 1, 2018, the City agrees to participate in the cost of health insurance by offering the Maine Municipal Employee Health Trust's PPO-500 plan, or the equivalent thereof. The premium cost of the policy coverage selected by the employee (i.e. single, family) shall be divided between the employee and the employer with the employee assuming fifteen percent (15%) of the premium cost and the employer assuming eighty-five percent (85%) of the premium cost. In addition, the City of Bath will provide a back-loaded Health Reimbursement Arrangement (HRA) at the rate of eighty-percent (80%) of the deductible and co-insurance expenses as defined by the Anthem Plan for each employee enrolled in the City's health Insurance Program.

The City shall also contribute fifty dollars (\$50.00) annually to a Flexible Spending Account (FSA) for each enrolled employee.

ARTICLE VIII – HOLIDAY PAY

In view of the necessity of staffing the Department over the course of normal holidays recognized and adopted by this municipality, the Fire Department personnel shall receive in either additional time off or in pay one hundred twenty (120) hour per year, the choice between time off and holiday pay being at the option of the employee. The pay/time off shall accumulate in arrears at the rate of one hundred twenty (120) hours. If the employee elects to be paid for the hours, or any portion thereof, pay shall not be required until after the fifteenth day of the first month of the fiscal year. If the employee intends to take the hours as time off, he shall be required to make that election on or before the first day of the last month of the fiscal year. If no election is made to take the accrued hours at time off, then the employee shall be paid the balance of hours before the last day of the last month of the fiscal year. Where compensation is elected, it shall be paid at a rate computed as in Article V, Section 4.

ARTICLE IX – VACATION LEAVE

All Fire Department personnel shall receive vacation with leave as follows:

Ninety-six (96) hours after one (1) year of service;
one hundred and twenty (120) hours after two (2) years of service;
one hundred and forty-four (144) hours after five (5) years of service;
one hundred and ninety-two (192) hours after fifteen (15) years of service;
two hundred and forty (240) hours after twenty (20) years of service; and
two hundred and eighty-eight (288) hours after twenty-four (24) years of service.

Any personnel may carry for use in the following year an amount of vacation accrued in that year. Vacation leave shall accrue on the employee's anniversary date of hire as a permanent full-time employee.

Requests for vacation days will be made to the Fire Chief or designee and will be taken only with the approval of the Fire Chief or designee. Only one shift member may be on vacation at a particular time.

ARTICLE X – SICK LEAVE

Members of the Fire Department shall earn 210 hours of paid sick leave per year, which will be accumulated to a total of 1,638 hours. In no event shall an employee accumulate more than 1,638 hours of unused sick leave. New employees of the Fire Department shall be earned at the rate of 17.5 hour of sick leave for each month of service.

Illness for which sick leave may be granted is defined as actual personal bodily injury or illness. Sick leave, not to exceed twenty-four (24) hours of accumulated leave, at the discretion of the Department Head, may be granted to an employee because of illness of a member of the employee's immediate family.

In the event that the employer feels there is an abuse of sick leave, the employer may require documentation of the circumstances surrounding the use of sick leave, which may include a doctor's certificate.

ARTICLE XI – FUNERAL TIME

Section 1. A maximum of twenty-four (24) hours off shall be allowed in the event of death in the immediate family of a member of the Fire Department. Time taken for a death occurring on a duty day shall not be counted as funeral leave. For purposes of this Article, immediate family shall mean: Father, Mother, Husband, Wife, Child, Brother, Sister, Grandchild, Grandparents, Mother-in-law, Father-in-law, Step-father, Step-mother, Step-brother, Step-sister or Step-child. Funeral leave shall be accounted for as part of the Long-Term Sick Leave Account.

ARTICLE XII – HEALTH AND SAFETY

The City shall provide each employee of the Fire Department with all protective clothing necessary for his protection and safety in the course of the employee's duties as a firefighter. All protective clothing shall meet NFPA standards and/or requirements in effect at the time of purchase.

ARTICLE XIII – CLOTHING ALLOWANCE

The City shall provide a uniform allowance of five hundred dollars (\$500.00) per employee per year. There shall also be a stipend of up to seventy-five dollars (\$75.00) per year per employee for replacement of personal items lost or damaged during the course of employment. The City shall provide a list of authorized clothing that may be purchased with the allotted funds.

ARTICLE XIV – RESERVED.

ARTICLE XV – GRIEVANCE COMMITTEE – GRIEVANCE PROCEDURES

Section 1. The Grievance Committee of the Association shall be composed of three (3) members of the said Association and their names shall be filed with the Fire Chief and the City

Manager. Any changes in the membership of the Grievance Committee shall be reported within ten (10) days to the Fire Chief and the City Manager.

Section 2. All grievances arising during the term of this Agreement shall be submitted within thirty (30) days of the occurrence of the aggrieved act, in writing, to the Chief of the Fire Department. The Fire Chief shall render his decision on all grievances within fourteen (14) calendar days of the date of submission of any grievance to him. If the decision of the Fire Chief does not resolve the grievance, an appeal may be taken to the City Manager and such appeal must be submitted in writing within seven (7) calendar days of the time that the Fire Chief's decision is rendered to the Grievance Committee. The City Manager shall render his decision on a grievance appeal, in writing, to the Association within seven (7) calendar days following the receipt of the appeal by him. If the decision of the City Manager does not resolve the grievance, an appeal may be taken within thirty (30) calendar days by filing a request for arbitration with the Maine Board of Arbitration and Conciliation consisting of three (3) members: One appointed by the City Council; one appointed by the Fire Local; and one by both parties, and the decision of the said Arbitration Board shall be final and binding upon all parties.

Section 3. The arbitrator shall have not power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law, or make any award that is itself contrary to law or violates any of the terms and conditions of this Contract.

ARTICLE XVI – MANDATORY EMERGENCY CALL BACK

All permanent members of the Department will be required to respond to the Department for work assignment in emergency situation when such work assignment is necessary, at the discretion of the Chief or Chief Duty Officer. An emergency situation is defined as a situation actual or immediately threatened, which by its nature or magnitude is beyond the ordinary demands of the Department as normally staffed.

ARTICLE XVII – TRAINING ALLOTMENT

For the purpose of providing additional Firefighter and EMS training and educational opportunities for unit members, the City agrees to set aside, the sum of Five Hundred Dollars (\$500.00) per-employee.

ARTICLE XVIII. FIT FOR DUTY EXAMINATION.

The City of Bath Fire and Rescue Department is committed to providing a safe workplace for the benefit of its citizens and to provide a safe work environment for its employees. Employees who have been absent from their regular shift due to extended sick leave due to an injury or a debilitating illness, may be required by the City to undergo a fit for duty examination and clearance from Occupational Health Associates (OHA) before returning to work. Employees who anticipate that they will be certified to return to work by their physicians will notify the City as soon as possible prior to their next shift. The City will as expeditiously as possible, schedule an examination with OHA for the fit for duty examination in order that the employee, if fit for duty,

shall return with no further delay and shall not be missing any additional shifts. The City shall pay for the costs associated with the fit for duty certification and the visit to the physician required for the certification.

ARTICLE XIX – PHYSICAL EVALUATION

Each unit member on an annual basis shall be required to undergo a physical examination to be performed by Occupational Health Associates of Maine, PA, and at the expense of the City. The examination shall cover the following: Comprehensive Medical History, Vision Testing, Lifting Assessment, Modified Endurance Assessment, Grip Strength Testing, Flexibility/Agility Assessment, Full Systems Physical (with the exception of prostate and GYN), Pulmonary Function Testing, Tuberculosis Testing, Laboratory Blood Testing with focus on Cholesterol, Attention paid to physical condition and fitness program. The examination shall also include testing for Hepatitis C and a Hearing Test.

If the result of the examination determines that the employee is not in their opinion fit for duty, the employee may seek a second examination by their personal care physician or specialist, and if certified by the physician or specialist as capable of returning to work at full duty, may return to regular duty with a written certificate addressing the issues for which the employee has been deemed unfit for duty.

In addition to the Medical Examination, each member shall be given a physical assessment in the form of a physical agility test in substantially the same format as is administered to new hires. The specific standards for the physical agility test shall be developed and agreed upon between the City and the Bargaining Unit. No standards established will be discriminatory and the standards set will be considered minimum standards. Results shall be reported to the City of Bath on a pass/fail basis. If the unit member fails, then the reason(s) for failure will be reported to the City in order to determine whether or not that member can adequately and safely perform all job requirements.

Should a Unit member fail to meet the standards agreed upon by the City and the Bargaining Unit, or any revision of those standards, the Unit members shall be encouraged to participate in a remedial physical fitness program prescribed for that Unit member and shall be retested after six (6) months of the date of the original test. Should the Unit member still fail to meet the minimum standards, the Unit member shall be given an additional six (6) months in which to meet the minimum physical standards as presented or updated. Should the Unit member still fail to meet the minimum requirements, then the Unit member will be suspended without pay for a period of time necessary to meet the standards or a maximum of six (6) months. Should the Unit member fail to meet the minimum standards after this third six (6) month period, then the Unit member shall be subject to dismissal. These time frames shall not apply when the Unit member is under doctor's care for injury or illness.

In recognition of the physical nature of the duties of the Bargaining Unit members, each Unit member shall be required on a daily basis, while on shift, to participate in mandatory physical training. This training shall be for a duration of one (1) hour and shall occur between the hours of 9:00 A.M. and 4:00 P.M., unless the Unit member is prohibited from doing so by other duties.

ARTICLE XX – WORK RELATED INJURIES

In the event that a member of the Bargaining Unit received an injury or compensable illness arising out of and in the course of duty, and for which Worker's Compensation is available, he/she shall be excused from duty. Upon the election of the employee, and to the extent that the employee has accumulated sick leave or vacation leave, he/she shall be paid full week's pay based on a forty-two (42) hour work week, from the City. Any Worker's Compensation wage benefits shall be paid over to the City. The difference between his/her Worker's Compensation pay and the full week's pay shall be considered sick leave and deducted from the employee's accumulated sick leave or from the employee's vacation leave if the employee elects to do so. Taxes, benefits and other employee deductions shall only be withheld from the portion of the weekly wage paid by the City. Wage benefits provided under Worker's Compensation whether retained by the employee or reimbursed to the City of Bath, shall not be included in annual gross wages of the employee.

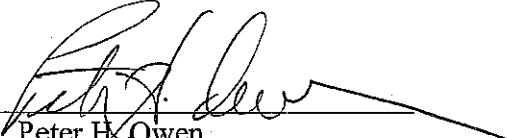
ARTICLE XXI – SEVERABILITY CLAUSE

In the event that any provision of this Agreement is found to be in conflict with any law of the State of Maine or Ordinance of the City of Bath, such invalidity shall not affect that validity of the remaining provisions.

ARTICLE XXII – TERM OF CONTRACT

The term of this contract shall be January 1, 2018 through June 30, 2019. This contract shall remain in effect subsequent to June 30, 2019, until such time as a new contract is negotiated.

THE CITY OF BATH



By: Peter H. Owen
Its: City Manager

BATH FIREFIGHTERS
ASSOCIATION



By: Richard R. Davis
Its: President Local 1611