

**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, 2023 to June 30, 2025**

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**ARTICLE 1  
PREAMBLE**

This Agreement has been entered into this day of March 13, 2023 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 (including any identified as Per Diem Fire/EMS) employees of the Fire Department, excepting only the Fire Chief, Assistant Chief(s) 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.

**Section 3:** Every March, the Union shall provide the Fire Chief with a list of all Union Officials names, positions held and the Union shall keep such list current with the Fire Chief as necessary.

**Section 4:** The City shall have the right to use Per Diem employees to supplement the work force. The use of per diem employees shall be limited by the following:

- a) The City may use up to two (2) per diems per shift after there are forty-four (44) union positions funded by the City.
- b) The City may use up to four (4) per diems per shift after there are forty-eight (48) union positions funded by the City.
- c) The City may use up to six (6) per diems per shift after there are fifty-two (52) union positions funded by the City.

**Section 5:** The City may use per diem to fill any extended long-term absences (more than sixty 60 days) with a qualified per diem.

**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 an electronic signed copy of the collective bargaining Agreement within thirty (30) days after the signing of this Agreement.

**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 ALL HANDS**

**Section 1:** In the event of a recall for All Hands 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 All Hands. 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 thirty (30) minutes of the alarm, with employees required to immediately respond upon notification. 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. All personnel will call Fire Alarm (current number (207) 282-5127) or via the intercom from Central Station, you will not call Central Station. When calling, give name and E.T.A.
3. If no regular force personnel call within five minutes, OIC will be notified.
4. Fire Alarm will tone for coverage of apparatus. Anyone in the Biddeford
  - i. Fire Department regular force will be eligible for call back.
5. Fire Alarm will tone Biddeford Central Station. The first two calls
  - i. 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.

Section 4: All full time members that respond to twenty five percent (25%) of the cumulative total of all hands, call backs and desk boxes in a calendar year shall receive a five hundred dollar (\$500.00) bonus payable by February 15<sup>th</sup> of the following year.

**ARTICLE 8  
CLOTHING ALLOWANCE**

**Section 1:** The parties agree to create and maintain a Fire Department SOP through their LMC that outlines the requirements for purchasing and wearing the Department's Dress and Work Uniforms so that members of the department display a neat, safe and professional appearance while in a duty status. The City will pay the cost of initial acquisition of uniforms for firefighters. Any employee that leaves the employment of the City within the first year of employment shall return all issued gear.

Regular full-time members shall be furnished:

- Two (2) Pairs of Trousers or Cargo Pants
- Two (2) Shirts with Embroidery.
- Two (2) Polo or T-Shirts

One (1) Bell Firefighters Hat with Badge  
One (1) Baseball Cap  
One (1) Three Season Jacket  
One (1) Reuben embroidered sweatshirt upon completion of the first year of employment effective July 1, 2023 for new hires only.  
One (1) Class 'A' Uniform (to be limited to jacket, pants, white dress shirt and tie), upon successful completion of probation period.

The City will pay the cost for uniforms for per diem employees. The uniforms will not be different in appearance from the full-time employees. The exact issuance will be determined by the City normally not to exceed two (2) sets of work uniforms and based on the number of expected hours the specific member will be working. All per diem employees will return all city issued clothing and gear upon separation.

**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.

**Section 3:** New employees will receive a prorated check the first July of employment, based on fifty (\$50.00) per month of part thereof of employment, not including July. From that point forward, they will comply with section 2 above.

**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:** 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 6:** An employee who for any reason leaves the employ of the Fire Department shall return the summer/winter coat and the Class A uniform. If the employee leaves prior to the completion of one (1) year of service, they will also return all badges and all insignias. Any employee that retires from the department may keep the Class A uniform.

## 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 on 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 normally include but not be limited to the prevention, control, and extinguishment of fires; emergency medical response, emergency rescue, the readiness and appearance of BFD assets, the care and maintaining of all Department quarters utilized by the employees.

**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:** The Parties recognize that routine maintenance on BFD apparatus, buildings and grounds is essential in providing a workplace free from recognized hazards, working, and living conditions that are neat and clean and to present a professional environment for BFD personnel and the Public we serve. Beyond the current practice, the Labor Management Committee process will be used to establish and maintain the routine maintenance list that outlines those minor maintenance requirements that may be performed by unit employees for BFD apparatus, buildings and grounds that will be scheduled periodically on a day-to-day basis and throughout the calendar year. Routine maintenance shall not take priority over any scheduled training. Regarding 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.

**Section 4:** Normally, routine maintenance of BFD apparatus, buildings and grounds will be performed during the hours 0800 – 1700 hours. Special BFD projects to enhance/repair and/or upkeep apparatus, buildings and grounds not defined as routine maintenance will be presented to the LMC for review and action. Special Projects normally will be performed by those unit employees with a special skill set and/or interest in working on the special project and who volunteer for these projects unless otherwise agreed to by the parties. The Parties will attempt to schedule these special projects in a way not to interfere with BFD mission requirements, readiness, or scheduled training.

**ARTICLE 14  
EMERGENCY RESPONSE TIME**

**Section 1:** All employees hired are encouraged but not required to reside within a twenty (20) air mile radius of the Biddeford Central Fire Station. All full-time employees that meet the requested residency requirement for the full year (December to November) shall receive an annual bonus of five hundred dollars (\$500.00) payable by December 15 of each year.

**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, to ensure efficiency and promote employee morale within the Department. The union must file a grievance within twenty-one (21) days of first knowledge of the employee of the events precipitating the grievance. If the grievance filed seeks a financial obligation by the City, the Union must notify the City as soon as the issue is known and not less than within the (10) days.

**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 fifteen (15) 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
- Juneteenth
- 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 on the same date as the holiday in order to receive holiday pay. The Chief or his/her designee may waive this requirement limited to policy restrictions adopted for all other days. 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 twelve (12), twelve [12] hour holidays (maximum total of one hundred forty four (144) 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.

**Section 5:** The parties agree to 'pilot' the use of six (6) of the available holidays may be used for prescheduled time off for a total of 72 hours. Members may use these hours after selection of vacations take place if a vacation slot is vacant on the desired day. Section 4 rules are not applicable to this section. The parties will evaluate the impact on overtime, forced overtime and any other unforeseen negative impacts caused by either or both parties as a result of the pilot or trial period.

Any unused City Saving Days shall be converted back to holiday pay on December 1<sup>st</sup> for these unused days. The employee will be paid via a separate check other than payroll by December 14<sup>th</sup>.

The changes made to this section (5) will expire on 06/29/25 unless mutually agreed upon by the parties.

## **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%). This base formula may end up being adjusted from time to time automatically in compliance with section 7 below.

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 elect 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 (other than with the City or Biddeford School Department) and elects to take no insurance coverage, the employee will be paid thirty five percent (35%) of the City's contribution to the single coverage only, 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 must 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 10 years	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.

**Section 7:** Effective January 1, 2022, if the annual increase in health insurance exceeds ten percent (10%) in any classification, the formula in section 1 shall be adjusted for the current year and all subsequent years. The incremental increase above said ten percent (10%) shall be equally divided between the City and the union members. For illustration purposes only, if the increase in any given year goes up twelve percent (12%), the dollar value equal to one percent (1%) of the increase shall be added to the employee's share.

**Section 8:** Effective upon the signing of this contract, the City of Biddeford amends its benefits policy to allow any employee who is eligible to enroll in Maine Municipal Employers Health Trust health insurance the option of enrolling a domestic partner.

Any employee who wishes to add a domestic partner will be advised of the requirements set forth in the Domestic Partner Affidavit to add said partner. Furthermore, said employee has been advised there could be tax implication of adding a domestic partner.

The Domestic Partner of an Employee shall be:

- A life partner of either the same sex or opposite sex of the employee;
- Not legally married or separated, to either the employee or anyone else;
- At least 18 years of age and mentally competent to consent to contract;
- Are each other's Domestic Partner and intend to remain so indefinitely;
- Have been each other's Domestic Partner for at least 12 months prior to the date of the signed Affidavit;
- Are not related by blood to a degree of closeness that would prohibit marriage in the State of Maine;
- Are jointly responsible of each other's common welfare; share financial obligations, and share their primary residence

**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  
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 driver's license, not to exceed forty-five (45) days. If the employee has lost their license for a period 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.

**Section 2:** At the City's sole discretion, an employee who does not possess a valid 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, it is understood and agreed that the City possesses the right and authority to operate and direct the employees of the City and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this agreement or otherwise agreed to by the parties. These rights include, but are not limited to the right:

- a. To determine its mission, policies, and to set forth all standards of service to the Public;
- b. To plan, set, control, and determine the operations or services to be conducted by the employees of the City;
- c. To determine the methods, means, number of personnel needed to carry out the department's mission;
- d. To direct the working forces;
- e. To hire and assign or to transfer employees within the department or other City functions;
- f. To promote, suspend, discipline or discharge for just cause;
- g. To lay-off or relieve employees due to lack of work or funds or for any other legitimate reasons;
- h. To make, publish and enforce rules and regulations;
- i. To introduce new or improved methods, equipment or facilities;
- j. To take any and all actions as may be necessary to carry out the mission of the City and the Fire Department in situations of civil emergency as may be declared by the proper authorities; including the City Council and/or the City Manager; provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of the Agreement,

**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.

**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 more than 48 consecutive hours without a minimum eight (8) hours break, 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:**

If an employee is unintentionally passed over for overtime, the employee will be assigned the oldest date on the voluntary list. 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.

Once an overtime need has been confirmed the OIC will page out the date, type, start time, and duration of the overtime needed. Employees will have one (1) hour to bid for the overtime. After the one (1) hour deadline has concluded the person with oldest date will be

offered the overtime position. In the event that the overtime is not voluntarily filled the OIC shall follow the mandatory force Section 5 of this Article.

**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 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) 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.
- e) Should overtime become necessary during the shift, the voluntary list shall be used..
- f) 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.
- g) 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 and not normally no less than two (2) hours.

## **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.

**Section 2:** Unit Employees may not work their secondary employment (outside the BFD) in a Fire/EMS position within twelve (12) hours of the start of their regular shift with BFD.

## **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. The City will use direct deposit to the Union's Bank during the life of this Agreement or until a successor CBA is negotiated.

**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 they agree with the action or not. 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:** Promotions for vacant unit Officer Positions shall be on a fair and competitive basis. To be eligible one must have at least five (5) years of full-time Fire/EMS service with a minimum of three (3) years at Biddeford Fire Department, and must have a Paramedic license and one or more of the following degrees, certifications, or courses to be eligible for promotion;

Fire Officer 1 & 2 *	Fire instructor 1 & 2*
EMS Instructor Coordinator	Associate's degree
Bachelor's degree	

\*Pro board or equivalent

b. Any employee that would become eligible to promote during the duration of the upcoming list is eligible to participate in the promotional process.

**Section 2:** The department will conduct the written test annually in May, regardless of when a vacancy occurs. Promotions will not be subject to step in rank. March 1<sup>st</sup> is the deadline for letters of intent to test. The candidate will indicate which position(s) they are testing for at that time. The results of the written test are valid for one (1) year from July 1 to June 30 following the completion of the test. If more than three candidates successfully complete the process, only the top three (3) scorers for each vacant position will be considered for promotion. In the event there are less than three candidates qualified the City shall select from those candidates that are qualified. Should at any time the list of qualified candidates go below three (3), the next qualified candidate that did not make the initial cut will move up to make the list of three (3).

**Section 3: Acting Officers:** In the event of a known officer vacancy, an acting officer shall be appointed by the City from the current list. If there are no candidates that meet the criteria from Section 4, then long term vacancies will be filled by acting officers using Article 22 as a guide.

**Section 4:** The testing process shall consist of a written exam, an oral interview, and a practical test.

- a. The written exam shall be prepared, conducted, and evaluated by an outside entity. The city will confirm the proctor of the exam is trained and prepared to administrate the exam with a defined set of instructions and grievance process from the selected testing company. Instructions must be read to the candidates prior to the start of the exam. The books and other materials will be mutually agreed by the parties and will be acquired prior to March 1<sup>st</sup>. There will be a library of the agreed upon books that will be available, for in the station use, year-round. There will be three (3) books chosen for the Lieutenants test and four (4) books chosen for the Captains test. In order to advance to the oral board, an employee must receive at least a score of sixty percent (60%). The written exam shall count as 40% of the total 100% possible. For an individual to be eligible to be promoted, they must receive a minimum written score of seventy percent (70%). If an individual receives higher than a sixty percent (60%) but lower than a seventy percent (70%), on the written test, they will be eligible to serve as acting officer or officer candidate.

- b.
  - 1. The oral board for promotion shall consist of three (3) mutually agreed upon individuals from personnel outside the City of Biddeford. The oral board shall count as 30% of the total 100% possible.
  - 2. If no promotional opportunity exists currently, the oral board will still be conducted as a practice event to generate an officer candidate list and does not require outside personnel.
- c. The assessment center test will include decision-making scenarios involving current regulations and policies and scene management that have been mutually agreed to by the parties. The practical exam shall count as 30% of the 100% total weight possible.
- d. Additional points shall be award to each candidate's final score:
  - 1. Seniority: Candidates will be given seniority points at a rate of 1 point per year of full time Fire/EMS service. The maximum number of seniority points shall be ten (10) years.
  - 2. Education: Only highest education achieved will be awarded to the overall score.
  - 3. Associate's degree: 3 points
  - 4. Bachelor's degree: 4 points
  - 5. Master's degree: 5 points
- e. The union shall have a representative present throughout each stage of the promotional process.
- f. All scores of all candidates will be publicly posted unless a candidate formally withdraws from the process.

**Section 5: Officer Candidate Program:** Unit employees will be eligible for the Officer Candidate Program if they have successful passed the process and meet section 1 requirements. After completion of Officer Candidate requirements, candidates may fill the role of one of the vacant officer's positions as necessary.

**Section 6:** All current officers must maintain their current EMS licenses (or obtain a higher level) in order to serve as an officer.

**Section 7:** The parties agree that the intention is to transition the testing timeline in the year 2023. To this end the timelines will be adjusted to accommodate a test for 2023 ASAP after signing. It will be understood that the standing Captain's list will be considered intact through the calendar year 2023. The new Captain's list will take effect in January of 2024 or if the previous list is exhausted. The Lieutenants list would take effect July 1, 2023.

## **ARTICLE 30 RETIREMENT**

**Section 1:** The City agrees to continue to participate in the Maine Public Employees Retirement System, which includes the Biddeford Fire Department. Effective July 1, 2007, the City agrees to participate in the Maine Public Employees 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 MainePERS. 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 Public Employees 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 Public Employees Retirement System. Employees electing participation only to the 457 deferred compensation plan shall receive an automatic four percent (4%) contribution to their plan made by the City. In addition, the City will match up to an additional four percent (4%) of the employees' contribution for a total of up to eight percent (8%). 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**

### **STATION, SHIFT, APPARATUS BID SYSTEM & EMS ROTATION**

**Section 1:** The parties agree to create and maintain a Fire Department SOP designed to implement the intent and spirit of the terms and conditions outlined in this article pursuant to Article 46.

**Section 2: Station and Shift Bid Process:**

By October 1<sup>st</sup> of each year, every bargaining unit employee will submit in writing to the Fire Chief their bid request for Station [When Applicable] and/or Shift assignments for the following year. By November 1<sup>st</sup> of each year, the Fire Chief will post the annual Station & Shift assignments for the following year. The Fire Chief will align Stations/Shifts based on seniority and qualifications; however, the Fire Chief has the discretion to align Stations/Shifts to accommodate the needs of the department. It is understood that station bidding will be further limited by the unique roles and specialty assignments to that station.

- a. In the event vacancies occurs during the year causing the shifts to no longer be reasonably balanced (by seniority and/or qualifications) the Fire Chief will notify the Union of the need to rebalance the shifts. If the Union disagrees with the Chief's determination of need, it shall notify the chief within two (2) weeks and the issue will be referred to the LMC process. Once an imbalance is confirmed, The Chief shall post the need to fill the vacancy(ies) for a two-week period to allow for voluntary bids.

- b. If no volunteer bids are received, the Fire Chief has the ability to reassign the employee(s) to the new shift/station assignment to fill the needs of the department normally given the employee a 30-day notice. The Chief shall rebalance the shifts by the least amount of impact on the unit employees. The Fire Chief may use the same process should a long-term temporary vacancy of six (6) months or more occur that creates an adverse impact on the normal operations of the department.
- c. Once the shift/station imbalance or long-term (temporary) vacancy has been resolved by new hires/per diems or the absent employee returns to work, the Unit Employee that was transferred may return to their original station/shift assignment before the transfer.

### **Section 3 – Shift Officers:**

Each shift will be assigned a Captain and two (2) Lieutenants. The Captain on each shift will be the Officer in Charge (OIC). In the absence of the Captain, a Lieutenant shall act as the shift OIC. Shift Officers' will be assigned to Fire Department vehicles exclusively by the Fire Chief and outlined in the Fire Departments SOP for Shift Officers' Assignments. In the event, there would only be one officer on duty, the Chief may approve overtime for the second officer position that will be filled pursuant to Article 24 of this Agreement.

### **Section 4 – Shift Capacity**

Effective *March 13, 2023*, the parties agree that the City may permanently employ sixteen (16) firefighters that are not licensed as EMT\_P, subject to the following conditions:

- a) No more than four (4) may be employed as EMT\_B, where such employees are not actively engaged in obtaining their EMT\_A license as a condition of hire.
- b) No more than twelve (12) may be employed as EMT\_A, where such employees are not actively engaged in obtaining their EMT\_P license as a condition of hire.
- c) All of the firefighters having met the normal expectancy to be employed by the City shall be fully counted as employees for shift coverage.
- d) To the degree practical, the all firefighters not obtaining an EMT\_P level will be permanent assigned equally among the platoons during the normal platoon assignment process. As such, this requirement may impact seniority balancing of platoons.
- e) All current firefighters that do not have an EMT-P license and were further employed with written conditions of employment outlining their requirement to obtain an EMT-P shall be restricted to those agreement regardless of the language within contract to the contrary. A summary of those employees and their employment conditions are found in Appendix B.

### **Section 5: Apparatus Bid Process:**

The city shall continue to maintain the Fire Department Standard Operating Procedure (SOP) for Seat Apparatus Assignments that sets the minimum staffing requirements for daily operations. The SOP shall include a list of available apparatus positions based on the apparatus staffing requirements and apparatus position qualifications for bargaining unit employees to bid yearly. While seniority and qualifications are the determining factor for yearly apparatus assignments, nothing shall prevent the Shift OIC from making temporary assignments of unit employees to any apparatus or Fire Department Vehicle as necessary according to the unforeseen needs of the department. (Examples of such assignments might be when a firefighter is being qualified on

other pieces of apparatus or if personnel assigned to an ambulance has a bad call or if the EMS daily run volume is high and the OIC wants to give the ambulance crew a break.) Unit Employee[s] shall not be allowed to bid to any Department Apparatus until such time they have been approved to operate the apparatus or perform the work associated with the apparatus position outlined in the SOP. Pending qualifications and with the permission of the OIC, unit employees may trade apparatus assignments. The Parties agree that any proposed changes to the Seat Apparatus Assignments SOP will be processed through the LMC outlined in Article 46 of this Agreement.

**Section 6: Rotation System:**

The Parties recognize the value of limited leaves of unit members from each of the two disciplines (Fire Suppression and EMS). The Parties recognize that unit employees will be required to perform EMS duties based on the level of their license as outlined in their official position description and assigned by their OIC. The performance of such EMS duties may be by bidding to or being assigned to an Ambulance or the Medic Engine or Ladder Company by the OIC. To this end, the parties (through their LMC) agree to implement as part of their Apparatus/Seat Assignment SOP, a rotation system for those unit employees that have Bid to and/or have been assigned to a specific piece of apparatus during any given year of the contract. The OIC will administer the rotation system of unit employees (Non-Fire Officers) on a quarterly basis to ensure that on all employees are rotating between fire suppression and EMS proficiencies. To this end, the Parties have agreed a SOP that included but was not be limited to the following:

- a. When BFD Staffing is regularly authorized at nine [9] unit employees on duty per shift, unit employees will rotate on a quarterly basis from their primary yearly apparatus assignment to another piece of apparatus. The rotation shall include two [2] consecutive shifts on an EMS related apparatus and then two [2] consecutive shifts on a different Fire Suppression Apparatus before returning to their primary yearly assigned apparatus.
- b. When BFD Staffing is regularly authorized at ten [10] unit employees on duty per shift, unit employees will rotate on a quarterly basis from their primary yearly apparatus assignment to another piece of apparatus. The rotation shall include three [3] consecutive shifts on an EMS related apparatus and then three [3] consecutive shifts on a different Fire Suppression Apparatus before returning to their primary yearly assigned apparatus.
- c. The parties agree to adjust the SOP to reflect the changes that have occurred in run proceeds since July 1, 2020. At a minimum, the new SOP shall cause all unit employees will rotate three (3) shifts on a quarterly basis. Unit employees not primarily assigned to an ambulance will rotate onto EMS related apparatus. The rotation shall attempt three [3] consecutive shifts on an EMS related apparatus. This standard shall be based on at least ten (10) unit members on duty per shift. In addition, shift Lieutenants shall rotate on a regular basis per the new SOP.
- d. The senior firefighters per shift may be exempted from this requirement if vacancies, training, or other non-discretionary circumstances make implementation unreasonable so long as these unit employees rotate at least one [1] shift quarterly. The exception must be preapproved per tour by the OIC after consultation with the Fire Chief or their designee.

- e. Notwithstanding Section 3 above, the officer in charge (OIC) is authorized to reassign shift personnel to meet this section requirements.
- f. The parties agree that the primary use of per diem unit employees will be to support the Fire Based EMS Program of the Fire Department in order to implement this article. The Parties through their Labor-Management Committee will develop and maintain a Fire Department SOP outlining how the per diem employees will be utilized to supplement the daily workforce and meet mission requirements.

## **ARTICLE 32 SENIORITY**

**Section 1:** Seniority for full-time unit members 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:** Seniority for per diem unit employees shall be based on their start date with the City of Biddeford.

**Section 3:** The City shall maintain two (2) separate seniority lists, one for the full-time unit employees and one for per diem unit employees by start date, which shall be posted on the BFD 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.

**Section 4:** All full-time and per diem employees shall be assigned a permanent seniority number. Seniority for full-time unit employees will be used to determine daily station duties, time-off for vacations, choice of sleeping quarters and other areas as mutually agreed to by the parties or as outlined in this Agreement. A seniority list shall be maintained on a current basis and said list shall be posted at the Fire Station.

## **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 employee's 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: Reserve Sick Leave**

- 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 employee's name and accounted for financially based on the effective rate of pay at the time of the creation of '*reserve sick leave*' account. The City will provide an employee and/or the union an employee's RSL balance upon request.
- b) Full-Time Employees are authorized to use their available RSL after they have exhausted all other sick leave accrued unless otherwise authorized by the City Manager on a Case-by-case basis. 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 30<sup>th</sup> 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-year 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.

**Section 4:** 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:
 

Under 10 years of service	0%
More than 10 years and less than 25 years	25%
More than 25 years	50%
  
2. For employees hired after January 1, 2000:
 

Less than 25 years	25%
More than 25 years	50%
Employees that retire or reach the aged of 65	75%
  
3. For employees hired after January 1, 1990:
 

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

Less than 25 years	25%
More than 25 years	50%
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 30<sup>th</sup> 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 5:** 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 6:** 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:** The parties desire that all members seek the highest level of EMS licensure where practical.

- a) The City agrees to cover all costs of tuition, books, and overtime incurred by personnel attaining and/or maintaining mandated 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.

- e) The City will support members that desire to obtain higher EMS licensure level. Any member may request of the Fire Chief (or his/her designee) for approval to participate in this program. If accepted, the City agrees to cover all costs (subject to budgetary constraints) of tuition, books, and other costs, such as registration fees for attaining and/or maintaining approved EMS licensure training. This request for additional training is not mandatory and hence, the time invested by the employee is not considered hours worked. However, the city will agree to replace the employee for any duty class time/clinical time that takes place during the employee's normal tour of duty. The employee approved for advanced licensure courses will enter a signed agreement to work for the city for seven (7) years after receiving said license. Any employee that fails to obtain the license level shall repay the City all costs, including shift replacement costs. If employment is separated during that time the employee must repay all city costs, including shift replacement costs, on a sliding scale as follows:

- Years 1 and 2: 100%
- Year 3: 80%
- Year 4: 60%
- Year 5: 40%
- Year 6: 25%
- Year 7: 15%

d)

**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 shall 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.

**Section 10:** Vacation time is recognized by the parties as compliance with Maine's Paid Leave Law (PLL) as enacted in 2020. The first forty (40) hours of vacation time earned annually may be used in smaller hourly increments and for any reason in compliance with PLL. For the first year of employment only, the first forty (40) hours of earned sick time may be used in compliance with this law.

**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:**

The pay scale for unit employees is attached as Appendix A to this Agreement and will be provided through electronic direct deposited into employee's designated account(s).



Effective July 1, 2024, all pay scales shall be adjusted by COLA Northeast Urban Region Price Index (NECPI) based on the annual change as published on April 1, 2024 for the preceding 12 months. Said raise shall not be less than three percent (3%) and not more than six percent (6%) regardless of the NECPI.

**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:**

- a) All employees will be required to maintain their current EMS license level as a condition of hire. 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.

**Section 4:** At the sole discretion of the City, newly hired Firefighters may be placed up to the level of the six (6) year step in the wage scale for qualified candidates. A qualified candidate is defined as one that has previous experience and meets all of the conditions of hire. Any employee hired as a 'lateral' entry according to the section may also be given placement preference for vacation purposes as well. However, all other seniority and benefit issues shall be based on the actual date of hire. The City shall maintain a list of those members that have been granted lateral entry and shall provide the union with the list annually and whenever there is a change made on the list.

**Section 5:** : Student Loan Repayment: Effective July 1, 2021, as an incentive to have Biddeford be an employer of choice, the City will offer a limited student loan repayment program.

- 1) All employees are eligible for up to five (5) years of student loan repayment incentive. Each employee is allowed only one five (5) year incentive during their career. Upon notification by the employee to the City and proper documentation to demonstrate compliance with the requirements, the City will make monthly payments directly to the loan provider for the amount of the loan for sixty (60) consecutive months. The payments shall not exceed one hundred dollars (\$100.00) even if the monthly amount due exceeds that amount.
- 2) Any employee elected to receive this benefit pledges at least ten (10) years of service to the community. If the employee leaves prior to the conclusion of their tenth year, the employee shall pay back to the City ten percent (10%) of the funds

paid by the city for each complete year (or part thereof) that employee did not meet the ten-year requirement. For illustration only, if an employee worked 7.5 years for the city, they would owe thirty percent  $(10 - 7 = 3 \times 10\% = 30\%)$  of the funds paid on their behalf. The City Is explicitly authorized to collect those funds upon notice by the employee of separation via the remaining pay unless the employee has otherwise covered the cost.

**Section 6:** Effective March 1, 2023, all employees will get a monthly bonus equal to \$250 per month plus \$10 per each year or part thereof for continuous employment with City; payments will be made the first pay period of each month and continue until September, 2023, including bonus paid in September but not October.

**Section 7: Sidebar agreement for 60 day incentive window.**

### **ARTICLE 43 WORKING HOURS**

**Section 1:** Union members shall work an average of a forty two (42) hour work week, as allowed by the FSLA section 7(k) exemption. The current shift consisting of an 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 shall transition to the follow shift effective June 30, 2023. All employees shall work a one day on, two days off, one day on, followed by four days off, subject to section 2 below.

**Section 2:** To accommodate peak response time issues, all employees hired in seniority position of 41 and higher may work a different schedule than section 1. Effective the date of the signing of the contract in 2020, all said employees would work the schedule outlines in section 1. However, the City may employ said employees on a 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 3:** The City shall demonstrate a legitimate business need to implement the change in schedule for the least senior personnel as outlined in section 2 above. Said change are not to be made without a minimum of ninety (90) day notice by the City, unless otherwise agreed to by the union.

**Section 4:** 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 5:** Regardless of the day of the week, each day shall be considered a normal workday, i.e. there is no ready alert differences, etc.

**Section 5:** The City shall set the schedule for per diem employees at their discretion.

**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 that include a Firefighter, Lieutenant and a Captain) 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 party and/or at least once a month to discuss all matters of mutual concern. The meeting format, meeting date/times, meeting duration, location, and agenda development will be determined by the committee at their 1<sup>st</sup> meeting. Nothing herein prevents the LMC from meeting to address urgent matters as needed. Either party can request to schedule an urgent LMC meeting at the earliest possible date/time as agreed to by the parties.

**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. Though the parties' will strive to address their issues and/or resolve their conflicts through the labor-management committee, submission to the committee does not constitute an exhaustion requirement with respect to any of the parties' statutory or contractual rights.
- 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 consensus, 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) If an issue that has not been resolved by this process within thirty (30) days or did not conclude with a consensus agreement, management may implement its proposed resolution, subject to the terms and conditions of this Agreement notwithstanding this Article, unless otherwise mutually agreed to for a longer period.

## **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 Issues
- Immunization/Inoculations Section/Requirements
- Fitness Initiative
- Injury/Illness and Medical Rehabilitation [Return to Work Program]
- Other programs as agreed by the parties

**Section 2:** The parties recognize the importance of members of the department being physically able to meet the demands of the job, as measured by the Physical Agility Test (PAT) required for new hires. All members are encouraged to participate in annual open administration of the PAT, usually to be administered in October. The date of the exam will be posted at least thirty (30) days in advance. Participation is strictly voluntary and not considered hours work. However, any employee that successfully passes the exam shall be entitled to a two hundred and fifty dollar (\$250.00) allowance, on a reimbursement basis, for clothing, footwear, equipment or other related expenses to assist the employee in achieving the goal.

**Section 3: Behavioral Health Check-ins:** The Parties recognize that the stress of emergency response positions is exposed to be considerable daily and over the course of the career. Further, the overall wellness is critical for all unit employees to perform their best and balance life with work. To this end, the Parties have created the “Annual Behavioral Health Check-in Policy.” This policy will require all career emergency response personnel within the Biddeford Fire Department to attend at least one check-in per calendar year with a behavioral health professional of their choosing. Employees will provide the required documentation to demonstrate compliance annually prior to December 15 of any given year.

## ARTICLE 48 TERM OF AGREEMENT


**Section 1:** This Agreement shall be effective from July 1, 2023 and continue in full force and effect until June 30, 2025 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.

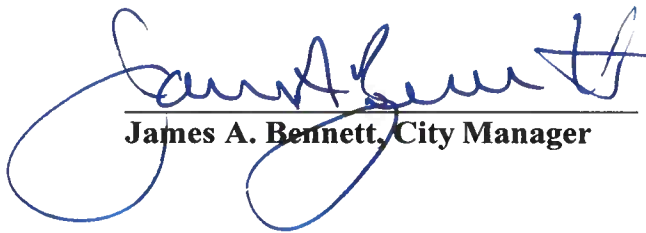
**Section 2:** Negotiations shall commence ninety (90) days prior to the expiration of this Agreement. The parties have hereby caused their names to be subscribed by their duly authorized representatives of this day and year.

Signed in Biddeford, Maine this 13 day of March , 2023

**For the Union:**

**For the City:**

  
\_\_\_\_\_  
**Robert Mertz, President**

  
\_\_\_\_\_  
**James A. Bennett, City Manager**

**APPENDIX A- WAGE SCALES**

a. The pay scale effective July 1, 2023 shall be:

*effective July 1, 2023*

	<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 year</u>	<u>6 years</u>	<u>8 years</u>	<u>10 years</u>	<u>15 years</u>	<u>20 years</u>	<u>25 years</u>
Firefighter-Basic	\$20.89	\$21.58	\$22.74	\$23.21	\$23.73	\$24.14	\$24.60	\$25.30	\$26.23	\$26.92
Advance/CC	\$22.22	\$22.96	\$24.20	\$24.69	\$25.24	\$25.68	\$26.17	\$26.91	\$27.90	\$28.64
Paramedic	\$23.64	\$24.43	\$25.74	\$26.27	\$26.86	\$27.32	\$27.84	\$28.63	\$29.68	\$30.47

	<u>Start</u>	<u>1 year</u>	<u>2 year</u>	<u>3 year</u>	<u>6 year</u>
Lt-Basic	\$25.51	\$25.95	\$26.45	\$27.19	\$28.19
Advance/CC	\$27.14	\$27.60	\$28.13	\$28.93	\$29.99
Paramedic	\$28.87	\$29.36	\$29.93	\$30.78	\$31.91
Captain-Basic	\$27.42	\$27.89	\$28.43	\$29.23	\$30.31
Advance/CC	\$29.17	\$29.67	\$30.24	\$31.10	\$32.24
Paramedic	\$31.04	\$31.57	\$32.17	\$33.08	\$34.30

*Proposed Sept 28, 2023*

	<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 year</u>	<u>5 years</u>	<u>7 years</u>	<u>9 years</u>	<u>12 years</u>	<u>15 years</u>	<u>20 years</u>	<u>25 years</u>
Firefighter-Basic	\$21.00	\$22.25	\$23.25	\$24.25	\$24.75	\$25.25	\$25.50	\$25.50	\$25.75	\$26.00	\$26.25
Advance/CC	\$22.50	\$24.00	\$25.00	\$26.00	\$26.50	\$27.00	\$27.25	\$28.00	\$28.50	\$29.00	\$29.50
Paramedic	\$24.50	\$27.00	\$27.50	\$28.50	\$29.00	\$29.50	\$29.75	\$30.50	\$31.00	\$31.50	\$32.00

	<u>Start</u>	<u>1 year</u>	<u>2 year</u>	<u>3 year</u>	<u>6 year</u>
Lt-Basic	\$30.25	\$30.75	\$31.50	\$32.25	\$33.75
Advance/CC	\$31.25	\$31.75	\$32.50	\$33.25	\$34.75
Paramedic	\$32.50	\$33.00	\$33.75	\$34.50	\$36.00



Captain-Basic	\$34.25	\$34.50	\$34.75	\$35.00	\$35.50
Advance/CC	\$35.25	\$35.50	\$35.75	\$36.00	\$36.50
Paramedic	\$36.50	\$36.75	\$37.00	\$37.25	\$37.75

Per Diem Pay Scale

Effective July 1, 2023

	<u>2 years</u>	<u>5 years</u>	<u>8 years</u>	<u>10 years</u>	<u>15 years</u>	<u>20 years</u>
FF/EMT	\$ 15.60	\$ 16.90	\$ 17.69	\$ 18.73	\$ 19.77	\$ 20.81
FF/Advanced	\$ 19.77	\$ 20.81	\$ 21.85	\$ 22.89	\$ 23.93	\$ 24.97
FF/Paramedic	\$ 21.85	\$ 22.89	\$ 23.93	\$ 24.97	\$ 26.01	\$ 27.05

Effective September 23, 2023

	<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 year</u>	<u>5 years</u>	<u>7 years</u>	<u>9 years</u>	<u>12 years</u>
Firefighter-Basic	\$19.75	\$21.00	\$22.00	\$23.00	\$23.50	\$24.00	\$24.25	\$24.25
Advance/CC	\$21.25	\$22.75	\$23.75	\$24.75	\$25.25	\$25.75	\$26.00	\$26.75
Paramedic	\$23.25	\$25.75	\$26.25	\$27.25	\$27.75	\$28.25	\$28.50	\$29.25

## APPENDIX B

All of the employees below must meet the conditions of their offer letters as on file. They will become paramedics with the City paying the cost for them to meet that educational requirement. They are exempt from other reimbursement as related to license levels and retention.

Alex Belanger  
Michael Carey  
Nehemiah Chase  
Matthew Cleary  
Daniel DeFiore  
Zachary Face  
Jared Fox  
Adam Francis  
Dalton Marriott  
Jamie Mouzas  
Henry Wierda  
David Wright

## SIDEBAR AGREEMENT

The City is prepared to extend an offer to existing employees that have paid for their own educational costs to obtain the required EMS licenses as a one-time opportunity.

1. Pay any eligible employee up to \$6,000 bonus, subject to the following:
  - a. Pay \$3,000 immediately (within 30 days of execution of the necessary paperwork) to any existing employee that can demonstrate that they paid for up to \$6,000 of out of pocket costs (without Reimbursement from an outside entity) towards obtaining their necessary EMS licenses for employment with the City; and
  - b. Pay \$1,000 annually on or by December 15, beginning in 2023, for three consecutive years.
2. The payment will be in exchange of the benefit as outlined in Article 42, section 5. Any employee that has collected all or a portion thereof of this benefit will only be eligible for the difference. No employee will be eligible between this offer and the existing language for more than a total of \$6,000.
3. The employee will agree to commit to the City to stay employed with the City for an additional 5 years from the date of their individual signed agreement.
4. Any employee that leaves the City before the five year period above will be obligated to repay the total paid to the employee as a result of these terms. The City will be expressly granted authority to withhold the necessary funds from any amounts owed to satisfy this agreement if the employee has not made the direct payment to the City. If there remains a balance, the City will be authorized to withhold the balance from any other deferred compensation that is otherwise owed on the employee's behalf from the vendor(s).
5. Any employee that receives this benefit and legitimately retires from the City prior to the five year period is not required to repay any outstanding amounts. For the purpose of this offer, legitimately retire shall be defined as drawing down on their MePERS benefit or reaching the age to withdrawn funds from their deferred compensation without any penalty (for those not enrolled in MePERS).
6. Each employee will enter into a separate and individualized contractual agreement that will cover this offer. Each agreement must also be executed by the union on behalf of the employee.

**Signed in Biddeford, Maine this 13 day of March, 2023**

**For the Union:**

  
\_\_\_\_\_  
**Robert Mertz, President**

**For the City:**

  
\_\_\_\_\_  
**James A. Bennett, City Manager**