

Town of Brunswick

and

**Brunswick Professional Firefighters Association (BPFA)
IAFF, AF L-CIO-CLC, LOCAL 1718**

2021-2022

Agreement

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Article 1 - Preamble

1.1 This Agreement is entered into this ____ day of January, 2022 between the Town of Brunswick, the Fire Department, and the Brunswick Professional Firefighters, International Association of Firefighters (IAFF), AFL-CIO-CLC, Local 1718. The parties recognize that the Town Manager is the Chief Executive Officer and that the Fire Chief, as department head, is the responsible official for the day-to-day operations and management of the Fire Department. Accordingly, the term "Town", as used herein, shall apply interchangeably to those officials or their authorized designees within the individual provisions of this Agreement as applicable. Likewise, the parties further recognize the President of Local 1718 as the Chief Executive Officer for the Union and all other officers appointed under and the body shall herein be referred to interchangeably as the "Union".

1.2 The term of this Agreement shall be for the period July 1, 2021 through to June 30, 2022. This Agreement shall remain in effect during any negotiations and shall continue to remain in full force and effect until such time as a new Agreement is reached.

1.2.1 In order to effectuate the negotiation of a successor agreement in a timely fashion, the parties shall meet to agree upon ground rules and exchange initial proposals no later than the last week of February 2022 and they shall meet as practical and agreed to by the parties until a successor agreement has been ratified.

1.3 The Town recognizes the Union as the sole and exclusive collective bargaining agent for the firefighters of the Brunswick Fire Department, with the exception to the positions of Fire Chief, Deputy Fire Chief, Clerks, or other administrative personnel not performing the duties of a firefighter, for the purpose of bargaining with respect to, among others, wages, pensions, benefits, hours of work and working conditions.

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

1.5 The provisions of this Agreement in accordance with applicable Federal and State Laws shall be applied equally to all members of the Union without discrimination as to sex, marital status, race, color, creed, national origin, age, religion, handicaps or political affiliation, governed only by the limitation of the law regarding bonafide occupational qualifications. The Union shall share equally with the Town the responsibility for applying this provision of the Agreement.

1.5.1 No department supervisor or representative of the Town shall discriminate against any firefighter because he or she has formed, joined or chosen to be represented by the Union or because they have given testimony or taken part in any grievance procedure or other hearings, negotiations or conferences as part of the Union recognized under the terms of this Agreement.

Article 2 - Union Security

2.1 Firefighters of the Brunswick Fire Department shall have the right to join the Union at such a time as they are considered "Public Employees" in accordance with Maine labor laws or they have been an active full-time member of the department for a period of six (6) months.

2.2 The Union shall indemnify, defend, and save the Town harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Town in fulfilling the obligations imposed on the Town under this Article.

Article 3 - Prevailing Rights and Maintenance of Benefits

3.1 All rights, privileges, past practices and working conditions enjoyed by the Union at the present time which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, unless changed by mutual consent.

Article 4 - Labor/Management Committee

4.1 The Town and the Union, recognize that cooperation between labor and management is indispensable to the accomplishment of sound and harmonious labor relations and agree to jointly maintain and support a Labor- Management Committee.

4.2 The Committee shall consider and may recommend to the Town changes in the working conditions of the firefighters, including, but not limited to, health and safety issues. This is not a waiver to bargaining.

4.3 Matters subject to the grievance procedure contained in this Agreement shall be appropriate items for consideration by the Committee, but submission of a matter to the Committee shall not affect the right to grieve the matter.

4.4 The Committee shall consist of the Union Executive Board, the Chief and Deputy Chiefs. The Fire Chief and the President of the Union may designate alternates for each member who would be authorized to act in the absence of a member. Members shall serve for the term of this Agreement.

4.5 The Committee shall be chaired jointly by the Chief and President of the Union or their alternate as applicable.

4.6 A quorum shall consist of a majority of the total membership of the Committee.

4.7 The Committee should meet on two Mondays after the monthly officer's meeting at 0800 hrs. This may be altered by both parties due to special circumstances or a holiday. Meetings may also be at the call of either the Union or the Town at times mutually agreeable to both parties. A written agenda of the matters to be discussed should be provided by the Town at least one week in advance of the planned meeting, and the Union should provide any additions to the agenda at least one day in advance.

4.8 Minutes should be kept of each meeting with responsibility for keeping minutes being that of both parties. A final copy of the minutes should be agreed upon by both the President of the Union and the Chief and promptly typed and distributed to all members of the Committee by the Secretary of the Union.

4.9 No member of the Union will be compensated for time spent, off duty, to attend the Labor/Management Committee meetings. Coverage for those on duty to attend the meeting will be covered voluntarily by other members of the Union at no cost to the Town.

Article 5 - Payroll Deduction of Dues

5.1 The Town shall deduct regular monthly dues and fees (including agency fees, fair share fees or service fees and initiation fees) upon receipt of a signed authorization from each firefighter (a copy of which is to be retained by the Town) and a certified statement from the secretary and/or treasurer of the Union as to the amount for dues and fees. Such authorization shall be for the life of this Agreement and shall be continued thereafter if an Agreement exists

between the Town and the Union, unless the firefighter notifies the Union in writing no more than twenty (20) days and no less than ten (10) days before the expiration of the agreement of his or her desire to revoke authorization for deduction.

5.1.1 The Town shall forward all such dues and fees so collected to the treasurer of the Union before the thirtieth day of the month following the month in which deductions are made.

5.1.2 Upon notification by the Union of delinquent dues or fees, the Town shall deduct for delinquent dues or fees in addition to deduction for regular dues or fees.

5.2 The Union shall indemnify and save the Town harmless against any and all claims and suits which may arise by reason of any action taken in making deductions of said dues and fees and remitting the same to the Union pursuant to this Article.

Article 6 - No Strike / No Lockout

6.1 The Town and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. During the term of this Agreement, the Union will not for any reason authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Town while in the performance of assigned duties. During the term of this Agreement, neither the Town nor its agents for any reason shall authorize, institute, aid or promote any lockout of firefighters covered by this Agreement.

Article 7 - Management Rights

7.1 The Town retains all right and authority to manage and direct its firefighters, except as otherwise specifically provided in this Agreement.

7.2 The Union acknowledges the right of the Town to make such rules and regulations governing the conduct of its firefighters as are not specifically inconsistent with the provisions of this Agreement.

7.2.1 Any new policy and/or procedure will be forwarded to the Union no less than ten (10) calendar days prior to its implementation. Changes to existing policy and/or procedure shall be forward to the Union no less than five (5) days prior to implementation. In such cases of emergency, where immediate action is necessary, the Chief retains all authority to implement policy and/or procedure and within a reasonable amount of time following implementation will afford the Union an opportunity for review and comment.

7.3 Firefighters covered by the terms and conditions of this Agreement shall comply with all rules as outlined in the Town Smoking Policy or State and Federal Law.

7.4 Any firefighter on restricted or limited duty due to sickness and/or injury as determined by the firefighter's or Town's physician shall be assigned to fire prevention duty, or other appropriate station duty.

Article 8 - Department Business

8.1 Department business shall be any business which has a direct impact on the department, is relational to the department and is not considered Union business. This may include but not be limited to fire prevention, education, codes enforcement, investigation, inspections, skill development and general details.

8.2 When conducting department business and using a personally owned vehicle mileage shall be reimbursed at the prevailing IRS rate from point of departure.

Article 9 - Discipline, Discharge, Performance

9.1 The Town shall not discipline, suspend or discharge any post-probationary firefighter without just cause.

9.2 Disciplinary action shall include only an oral reprimand, written reprimand, suspension (notice to be given in writing) and discharge (notice to be given in writing) but not necessarily in order.

9.2.1 Any firefighter who stands accused of, has allegations made against, or otherwise may be disciplined for failure to fulfill those duties of a firefighter, shall be notified of such as soon as reasonably possible.

9.2.2 Documentation of disciplinary action, in the forms contained herein this section, shall be acknowledged with concurrence or non-concurrence by the firefighter being disciplined.

9.2.2.1 Concurrence does not preclude any firefighter from pursuing their rights under federal, state or local laws or those rights afforded in this agreement.

9.2.3 If the Town determines a leave of absence is necessary the firefighter will be placed on administrative leave with pay for the duration of the investigation of any allegations or accusations.

9.2.4 If the accused is found to be innocent of the accusation(s) or it is agreed that a lesser course of disciplinary action is more appropriate the firefighter will be returned to full duty commencing their next regular work shift and will have suffered no loss of status within the department or Union.

9.3 Disciplinary action may be imposed upon a firefighter only for failure to fulfill responsibilities as a firefighter.

9.4 If the Town has reason to reprimand a firefighter it shall be done in a manner that will not embarrass the firefighter before other firefighters or the public.

9.5 All records referencing notification of oral and/or written reprimands placed in a firefighter's file shall be expunged within eighteen (18) months if there is no recurrence of the type or kind of conduct giving rise to the reprimand. All record of suspension shall be expunged within thirty-six (36) months if there is no recurrence of the type or kind of conduct giving rise to the action.

9.6 Performance reports and interviews will be conducted on an annual basis on the anniversary date of hire for each firefighter.

9.6.1 The original report will be placed in the firefighter's personnel file at the Town Office and a second copy provided to the firefighter. One additional copy may be kept in the firefighter's department file.

9.7 Six (6) months prior to a firefighter's performance report, an informal performance evaluation and interview shall be provided to each firefighter from their immediate supervisor.

9.7.1 The original copy of the informal performance evaluation will be placed in the firefighter's personnel file at the Town Office and a second copy provided to the firefighter. A third copy may be kept in the firefighter's department file. An additional copy may be maintained, for reference, by the firefighter's immediate supervisor until such time as the firefighter's annual performance report is due.

9.8 Should decrease in the job performance of a firefighter be evaluated, other than the bi-annual or annual evaluation, documentation, notification and corrective action shall be made to the accused firefighter immediately or as soon as practical within the duty shift that the decrease in job performance occurred.

9.9 For the purposes of documenting actions, conversations or coaching sessions, whether for performance deficiency or laudatory action, a Document of Performance shall be used and will not be construed as disciplinary action. As necessary, a corrective action plan shall be developed on the form.

9.10 Except as prescribed by this Article no other form of discipline, performance reporting or evaluation may be used for or against any member of the Union.

Article 10 - Personnel Records

10.1 The Human Resources shall retain each firefighter's official personnel file. The Fire Department shall retain each firefighter's departmental file. All firefighters and/or their union representative shall be able to review and copy their personnel file or their departmental file in the Fire Chief's office during normal office hours under supervision of the department.

10.1.1 No records shall be withheld from a firefighter's review.

10.1.2 Any review of a firefighter's personnel records or department file by a person other than said firefighter or management shall require a verbal, or in their absence, a written release to do so on the part of the firefighter.

10.2 No comments may be placed in any files pertaining to a firefighter without the firefighter noting so on the face of the document.

10.3 Prior to any documentation being placed in any file pertaining to a firefighter they shall be provided five (5) days for the purposes of submitting an accompanying response or a refutation of anything that could be considered detrimental.

10.3.1 No written reprimand which has not previously been the subject of a hearing shall be placed in a member's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five (5) days thereafter, the member may file a written reply. If the Chief thereafter places the written reprimand in the member's file, he or she shall also include the reply.

10.4 Except as otherwise provided by this Agreement no information may be removed from a firefighter's personnel or departmental record without the Town notifying in writing and receiving written acknowledgement from the firefighter regarding the action.

10.4.1 Should there be an oversight in the removal of or scheduled removal of any documentation from a firefighter's file the oversight shall be corrected immediately upon notification and the Union agrees to hold harmless the Town against any grievance action pertaining to the oversight unless the oversight has had a direct and adverse impact on the firefighter's standing within the department and or community.

10.5 Insofar as permitted by law, all personnel records including home addresses, telephone numbers, and portraits of firefighters shall be confidential and shall not be released to any person other than officials of the department, the Union or other town officials, except upon a legally authorized subpoena or written consent of the firefighter.

Article 11 - Grievance Committee and Process

11.1 The Grievance Committee for the Union shall be made up of the stewards from each crew. The Fire Chief and the Town Manager shall receive written notice of the names of such members of the Grievance Committee. Any change in membership of the Grievance Committee shall be reported to the Fire Chief and the Town Manager in writing at least ten (10) business days prior to the effective date of such change.

11.2 Any grievance concerning the interpretation or application by the Town of any provision in this Agreement shall be adjusted as follows:

11.2.1 The Grievance Committee shall submit the details of grievance in writing to the Chief of the Fire Department within thirty (30) days of its occurrence. The Chief of the Fire Department shall meet with the Grievance Committee or a representative thereof, and with the aggrieved firefighter for the purpose of adjusting or resolving such grievance. The Chief of the Fire Department shall render this decision on all grievances within ten (10) business days from the date of its submission.

11.2.2 In the event that the decision of the Fire Chief does not resolve a grievance, the Grievance Committee may submit the same in writing to the Town Manager within ten (10) business days following the date of the decision by the Chief of the Fire Department. The Town Manager shall meet with the Grievance Committee or a representative thereof either with or without the aggrieved firefighter for the purpose of adjusting or resolving such grievance and shall render his or her decision in writing to the Grievance Committee within ten (10) business days following the submission of such grievance to him/her.

11.2.3 In the event that the decision of the Town Manager rendered pursuant to Section 11.2.2 above, is not acceptable to the Union, or within three (3) business days after said response is due, the Union may request in writing that the matter be submitted to arbitration. The Town and the Union shall mutually agree upon an arbitrator. In the event they are unable to agree on an arbitrator within seven (7) days of the request for arbitration, the arbitrator shall be selected through the American Arbitration Association (AAA) in accordance with the rules of said Association then in full force and effect. Thereafter, arbitration shall be held in accordance with the rules of the AAA. The arbitrator's decision shall be final and binding upon the parties hereto. All of the expenses of the arbitrator, including AAA administrative fees, shall be borne equally by the parties. Other expenses are to be borne by the party incurring them.

11.2.3.1 The general expenses of the Board of Arbitration shall be borne equally by the Union and the Town.

11.3 Efforts to mediate a grievance may be a prelude to section 11.2.3 provided both parties are in agreement, however; if the mediation fails to resolve the grievance than section 11.2.3 shall be moved forward with the written notice to the Town Manager requesting arbitration being fifteen (15) business days being from the date of mediation dissolution.

11.3.1 The general expenses as well as the fee and expenses to be paid to a mediator shall be borne equally by the parties.

11.4 Time limits for processing of grievances may be extended by written consent of the parties.

Article 12 - Seniority

12.1 Seniority shall mean a firefighter's length of continuous service with the Department since his or her last date of hire. Seniority serves only as a qualification for benefits as expressly provided for in this Agreement and for no other purpose.

12.2 The Town shall establish a seniority list and it shall be posted annually, in both stations on the first regular work day of the New Year. A copy will be given to the secretary of the Union. Any

objection to the seniority list as posted shall be reported to the Chief of the Department in writing within ten (10) business days following the posting of such list, or it shall stand accepted.

12.3 In the case of a personnel reduction the firefighter with the least seniority shall be laid off first. Firefighters shall be recalled from lay-off in the order of their seniority.

12.3.1 No new firefighters shall be hired until all laid-off firefighters have been given ten (10) business days to accept or reject a request by the Town to return to work.

12.4 There shall be no lay-offs for the term of this Agreement.

Article 13 - Working Out-of-Classification

13.1 When a firefighter is assigned the position of supervisor in the absence of an officer they shall be paid a flat rate of one dollar & twenty-five (\$1.25) per hour above their regular hourly rate.

13.1.1 Firefighters hired in on callback shall not be subject to this Article.

13.1.2 The flat rate of \$1.25 per hour shall be incorporated into the weekly average for hours worked.

Article 14 - Contracting Out

14.1 The Town agrees not to contract out firefighting and rescue services, emergency medical services or presently performed duties of the Union to private fire, EMS or other entities that may qualify as capable except as otherwise stated in this Agreement.

14.2 Hydrant shoveling shall not be subject to this Article.

Article 15 - Union Business

15.1 The Union shall be permitted to hold meetings at either Station with the approval of the Chief.

15.1.1 The on-duty crew shall be permitted to attend any regularly scheduled or other Union meeting, as approved in advance by the Chief, provided they remain in service to meet the needs of the Town.

15.2 On-duty officers of the Union shall be allowed time off for official union business with the Town Negotiating Committee, with pay during normal working hours, and without the requirement to make up said time, if there is sufficient staffing available to cover for said firefighters, as determined by the Chief of the Fire Department.

Article 16 - Work Schedule

16.1 Effective 15 January, 2006 the regular work week for the Union shall not exceed forty-two (42) hours per week on an annual basis. To achieve the average of forty-two (42) hours per week, the normal work schedule shall be twenty-four (24) hours on duty, forty-eight (48) hours off duty, twenty-four (24) hours on duty, and ninety-six (96) hours off duty.

16.2 The Town agrees not to change the work schedule during this contract except, in the case of an emergency, as declared by the Town Manager.

16.3 At such time as a firefighter may be assigned in accordance with Article 7, Clause 7.4, by reasons of physical or other limitation, to work other than a normal work schedule, specifically a Monday through Friday, forty (40) hours per week schedule, that firefighter shall be entitled to all the benefits, terms and conditions as set forth within this Agreement, except as hereafter modified.

16.3.1 It shall be established that the weekly salary and accumulated hourly base pay shall continue to be the same as that which would apply for the normal weekly work schedule of forty-two (42) hours.

16.3.2 The Departments "Code 21" and "Leave" policies, shall not apply to those firefighters subject to this section.

16.3.3 Firefighters shall be given any Holiday, which falls within the forty (40) hour week, off with no loss of pay in lieu of Holiday Pay (to be treated same as all 40 hour per week Town of Brunswick employees).

16.3.4 Overtime shall be paid at the same rate as provided within Article 21 of this Agreement.

16.4 Firefighters covered by this Agreement shall be entitled to a thirty (30) minute break and a one and one half (1 ½) hour lunch. Every opportunity to take these times should be done so as a shift in the applicably assigned station. In circumstances where calls or normal duties as prescribed conflict with eating at this time, there will be time allowed for the firefighter to have their meal.

16.5 Work shifts may be exchanged between firefighters with prior approval of the Chief. The Town agrees to process a request for shift exchange without undue delay.

Article 17 - Firefighting

17.1 Firefighters governed by this Agreement shall be required to operate and maintain proficiency in the use of all firefighting apparatus, their contents and equipment within the department.

17.2 The duties of the firefighters covered by this Agreement shall include the protection of life and property, the prevention, control and extinguishing of fires, inspection of properties, training and maintenance of all Fire Department property.

17.3 Firefighters shall not be required to undertake construction or repair of departmental property if the materials cost exceeds two hundred dollars (\$200.00) and/or no member shall be required to complete any project that requires a State certification/ license.

17.3.1 All requests for repair, in accordance with 17.3, shall be given to the Shift Officers after the discovery of the repair and shall be accomplished within a reasonable time, not-withstanding emergencies.

17.4 A firefighter joining the Brunswick Fire Department shall achieve compliance with NFPA 1001, Firefighter Professional Qualifications, Firefighter I and II, within twenty-four (24) months of joining the department.

17.4.1 All Firefighters must hold current certification as a Hazardous Materials Technician. Failure to meet this requirement will result in termination.

17.4.1.1 Any new hire not currently holding a Haz-Mat Technician certification will have 24 months to complete this certification from their date of hire.

17.4.2 A firefighter shall not be penalized if the department has not made reasonable effort to provide appropriate courses.

17.5 The Town shall make any required courses available to the firefighter.

17.6 Approved costs or fees, shift coverage and or overtime, needed to meet the requirements of this Article, shall be borne by the Town.

17.6.1 Except as otherwise identified in this Article "Approved costs or fees" shall mean the cost of text books, registration, lab, testing, tolls and parking fees.

17.6.2 Mileage for use of a personal vehicle shall be reimbursed at the prevailing IRS rate from point of departure or duty station if training occurs on a scheduled duty day.

17.7 Maine Fire Service Institute shall be the certifying agency for the levels of Firefighter I and II.

Article 18 - Emergency Medical Service

18.1 Emergency Medical Service is recognized as an integral part of the fire service.

18.1.1 Firefighters governed by this Agreement shall be required to operate and maintain proficiency in the use of all ambulances and their contents, up to the respective license level, within the department.

18.2 Omitted.

18.3 Except for the condition specified in the following section all firefighters must, at a minimum maintain an EMT-Advanced license while employed as a firefighter.

18.4 Firefighters who do not have an EMT Advanced License shall have two (2) years from the completion of their probationary period to become licensed at the EMT- Advanced level. During this two year period, anyone holding an EMT Basic license shall be paid \$60.00 per week less than the amount for those licensed at the EMT Advanced level.

18.4.1 A firefighter shall not be penalized if the department has not made reasonable effort to provide appropriate courses.

18.5 The State of Maine Board of Emergency Medical Services pursuant to 32 M.R.S.A. Chapter 2-B shall be the licensing authority for all levels of EMS.

18.6 The Town shall make EMT-Advanced courses available to the firefighter.

18.6.1 If the Town offers EMS courses it shall be done so on the basis of those firefighters who are obligated to meet this section first then according to seniority.

18.6.1.1 A firefighter shall be required to attend an Advanced EMS licensure course if it is offered by the Town. If exigent circumstances prevent attendance the firefighter must submit, in writing, the nature of those circumstances to the Chief and Union President for consideration of bypass to the next firefighter in seniority.

18.7 Approved costs, fees, shift coverage and or overtime needed for the firefighter to attend the above courses or to maintain licensure shall be borne by the Town.

18.7.1 Except as otherwise identified in this Article "Approved costs or fees" shall mean the cost of text books, registration, lab, testing, tolls and parking fees.

18.7.2 Mileage for use of a personal vehicle shall be reimbursed at the prevailing IRS rate from point of departure or duty station if training occurs on a scheduled duty day.

18.8 The Town encourages advanced EMS training to the Paramedic licensed level.

18.8.1 Firefighters may obtain Paramedic licensure through an accredited degree program in accordance with the Town of Brunswick Educational Assistance Plan.

18.8.2 Firefighters may obtain a Paramedic licensure through an approved "Bridge Program."

18.8.2.1 The Town will pay all approved cost for Paramedic training and licensure as described in Clause 18.7 above.

18.8.2.2 If a member that starts a Paramedic bridge program on or after July 1, 2012, which the town bears the cost of, willfully terminates their employment prior to completion of the program or within 36 months of initial Paramedic licensure, they will be held financially responsible for the reimbursement of the cost of books and tuition to the Town. Repayment will be at a pro-rated rate using the following formula.

$$(\text{Books} + \text{tuition}) / 36 \times (\text{number of months remaining}) = \text{Repayment cost}$$

18.8.2.3 The Town shall provide shift coverage as needed when a Paramedic student must attend classes or labs on a scheduled duty shift.

18.8.2.3.1 Paramedic students shall schedule all field internship and clinical time so as not to impact their regular duty schedule. Should extenuating circumstances exist that would cause a duty schedule conflict the student must coordinate resolution with a Chief Officer in advance of the conflict.

18.9 Any firefighter who enrolls in a Paramedic program as identified in section 18.8.1 and 18.8.2 above shall be eligible to receive a combined payment of five thousand dollars (\$5,000.00); 50% to be paid upon initial enrollment and 50% to be paid upon first licensure renewal.

18.10 To the extent possible a department vehicle shall be provided for travel to any Paramedic course required event.

18.11 Under no circumstances shall more than four firefighters or one firefighter per shift be allowed to attend a Paramedic course simultaneously.

Article 19 - Mandatory and Probationary Training

19.1 Probationary firefighters shall be required to remain on day shift for a minimum of two (2) weeks, forty-two (42) hours per week, for the purposes of training and acclimation to the department unless extended by the Deputy Chief of Operations through consultation and recommendation from the shift officers and training instructor(s).

19.1.1 Every effort will be made to ensure continuity of instruction for the probationary firefighter to include curriculum, instructor et al.

19.1.2 During this time frame while working days the probationary firefighters will not count towards staffing or minimum manning and will be required to complete formalized cognitive and practical training.

19.1.3 Only after consultation with shift officers and training instructor(s) and consideration of recommendations shall the Deputy Chief of Operations assign the probationary firefighter to shift where they will be counted towards staffing and minimum manning.

19.2 The Union agrees to mandatory training, with provisions, for which off duty firefighters will be called in.

19.2.1 Mandatory training will apply to those skills requirements of NFPA 1001 that require annual recertification or initial in-service training.

19.2.2 Mandatory training shall apply to those requirements for recertification that are necessary to maintain EMS licensure level or initial in-service training.

19.3 The Union shall be notified no less than thirty (30) calendar days in advance of a mandatory training. Any firefighter unable to attend any mandatory training shall notify the Chief in writing as soon as practical.

19.4 Do to the probable inconvenience to the firefighter's families any off-duty firefighters who are called in and required to take part in mandatory training shall be compensated at one and one half (1 ½) times the firefighter's accumulated hourly base pay.

Article 20 - Overtime

20.1 Overtime shall be assigned on the basis of seniority except for public education, probationary firefighter instruction, tasks requisite of the EMS Director and any other situation mutually agreed upon through the Labor/Management process.

20.2 If a firefighter is unable to work overtime for any reason, they will be automatically passed over until a complete cycle of the seniority list has been made.

20.3 Firefighters covered by this Agreement shall receive time and one-half (1 ½) their accumulated hourly base pay for all hours worked in excess of an average forty-two (42) hours in any one duty cycle.

20.3.1 Whenever a firefighter is required to attend training classes to include fire training or training to maintain EMS licenses, they shall be compensated for each hour of attendance with their overtime rate, regardless of level of licensure.

20.4 Retention of a firefighter beyond their normal duty schedule for the purpose of completing their assigned duties shall be paid at their overtime rate for a minimum of one (1) hour.

20.5 Special departmental duties beyond those specifically identified in Articles 17 and 18, and which are not deemed mandatory, where off duty personnel are needed, shall be offered to Career Firefighters first and paid as overtime. Filling these requirements will be done on the basis of seniority from the detail list.

20.5.1 The Town, reserves the right to assign duties outside the Fire Department if it so chooses provided it has met the requirements of this section and they are in compliance with Article 14.

20.6 In isolated circumstances requiring immediate remedy, the on-duty personnel may be utilized to correct an oversight.

20.7 Fire Prevention duties shall not be subject to mandatory overtime.

20.8 Nothing in this Article shall be construed to diminish the authority of the Chief to recall firefighters and to assign overtime to meet the needs of the Department.

20.9 In the event that both shift officers are out, another shift officer shall be afforded the overtime. In the event the overtime cannot be filled by a shift officer, the position will then be filled from the overtime list.

Article 21 - Call Back

21.1 Callback pay shall be calculated at time and one-half (1½) the firefighter's accumulated hourly base pay.

21.2 A two and one half (2 ½) hour minimum shall apply to any callback period.

21.3 Callback pay shall be paid when a firefighter is off duty and is recalled for, but not limited to: box/still alarms, service calls, ambulance calls and when firefighters are on "stand-by" for the duty shift which is out on any of the above mentioned tasks or calls, when there is an immediate need to temporarily fill an unforeseen vacancy requiring hiring overtime, and in the event that the Chief or Officer in charge calls an emergency.

21.3.1 A firefighter shall be released when equipment is placed in service or personnel have been hired and are in station for overtime unless held for a specific task by the Chief or officer in charge.

21.4 The callback pay set forth in this section shall not apply to hours worked by a firefighter who starts within one hour ahead of their regularly scheduled shift provided the firefighter is already on the work site or to holdover periods annexed to the end of the work shift or work day.

21.5 Firefighters covered by this Agreement who are required to make off-duty attendance at Court shall be compensated at the callback rate. The firefighter shall sign in and out with the Court to document their appearance.

Article 22 - Details

22.1 Details shall be assigned in accordance with Brunswick Fire Department Standard Operating Guideline A-9, revised 10/24/07 or as may be amended consistent with this Agreement without waiver to impact or change in working conditions bargaining.

22.2 Details shall be paid at a rate of forty-five dollars (\$45.00) per hour. This rate will be adjusted on the Town's fiscal year to reflect any rate increases and shall be provided to the Secretary of the Union for dissemination to the membership.

22.3 Details shall not be subject to mandatory assignment.

22.4 Should a detail be requested for EMS, every effort except as otherwise provided within this Article, shall be made to provide the requesting agency with the highest level of EMS licensure. However, under no circumstances will a higher licensed EMS provider than that hired to fill the detail be swapped with a firefighter from the on-duty crew to fill the requirement.

Article 23 - Rates of Pay

23.1 The overall wage scale follows. Effective July 1, 2021 there will be a 3.0% increase to the base pay of each firefighter and fire officer.

23.2 Any firefighter promoted under this contract shall not be placed on the scale in such a way as to reduce their base pay.

23.3 Each firefighter not qualifying at a minimum level of Emergency Medical Technician-Advanced (EMT-A) shall be compensated at his/her regular step less seven percent (7%) per week. Should an EMT-A or Paramedic have a license reduction to the basic level, that EMT or Paramedic shall have a period of no more than one year to have their EMT-A or Paramedic license reinstated during which time they shall be compensated at his/her regular step less seven percent (7%). Failure to have the license reinstated after the period of one year shall result in termination.

23.4 Whenever a firefighter is required to attend training classes to include fire training or training to maintain EMS licenses, they shall be compensated for each hour of attendance with their overtime rate, regardless of level of licensure.

23.5 The Town recognizes the unique contribution of the Fire Department EMS Director, and agrees that the firefighter filling this position shall be compensated at the regular rate of pay, plus fifty (50.00) dollars per week. Overtime compensation will be at the rate of one-and-a-half (1 ½) times the accumulated hourly base pay for work performed in excess of the regular forty-two hour (42) duty cycle.

23.6 The Town agrees that pay step increases will continue to be awarded beyond the expiration date of this agreement if a new agreement has not been reached.

23.7 In accordance with 26 M.R.S.A. § 965(1) (C) the Town shall negotiate with the Union before implementing any change from our current bi-weekly pay schedule.

Article 24 - Longevity

24.1 Effective July 1, 2019, with the new pay scale, longevity is included in the scale.

Article 25 - Educational Differential

25.1 Effective July 1, 2019, with the new pay scale, education differential is included in the scale. Education incentive shall apply to degree programs in the following areas:

Fire Science	Applied Technical Management
EMS Management	Applied Technical Leadership
EMS Degree	Adult Vocational Education
Nursing	Public Administration
Emergency Management	Business Administration
Homeland Security	Occupational Safety

Article 26 - Holiday Pay

26.1 Firefighters covered by this Agreement, shall receive holiday pay at a rate of one fifth (1/5) their accumulated base pay.

26.1.1 Those days that are considered holidays shall be limited to holiday routine.

26.2 Probationary firefighters shall not be entitled to holiday pay until after they have completed ninety (90) days employment.

26.3 Two (2) Personal Days (Floaters) per fiscal year may be taken by the firefighter in accordance with Article 27, Clause 27.2. Probationary firefighters are not eligible for the Floater. Straight time shall apply to this Floater. The Chief retains the right to disallow a Floater request, in case of emergency.

26.4 If a firefighter commences a duty shift on Christmas Day, they shall receive double holiday pay. If a firefighter commences a duty shift on Thanksgiving Day, they shall receive double holiday pay.

26.4.1 In the event twenty-four (24) hour overtime is assigned on Christmas or Thanksgiving the holiday pay shall be split between the two (2) twelve (12) hour tours.

26.5 Those days considered Holidays covered by this article in addition to the Floaters are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Indigenous People's/Columbus Day
Washington's Birthday	Veterans Day
Patriot's Day (regional)	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

Article 27 - Vacation

27.1 Each firefighter of permanent standing shall be entitled to annual vacation time with pay at a time approved by the Chief of the Fire Department in accordance with his or her current term of continuous employment, in accordance with the rules of seniority, and in accordance with the following:

27.1.1

One to six years of service	84 hours
Six to fourteen years of service	126 hours
Fourteen to nineteen years of service	168 hours
Nineteen years of service and over	210 hours

27.2 One firefighter per shift shall be allowed out on vacation or compensatory leave. A second firefighter will be allowed to take leave if that leave is requested seven (7) days in advance of the date requested.

27.2.1 In the event two officers have requested leave, vacation or compensatory time, on the same shift, the second officer may only have the time approved if his/ her overtime is filled by an officer

off the "Officer Overtime List". In the event the overtime is unable to be filled by another officer, it shall be revoked.

27.3 Vacation shall be permitted to be taken in increments of twelve (12) or twenty-four (24) hour blocks.

27.3.1 When a holiday falls within a firefighter's vacation period, they will receive holiday pay for that day.

27.4 No firefighter shall be entitled to work his or her vacation with pay, except in case of emergency conditions.

27.5 Vacation leave shall be accounted for on an anniversary date basis rather than a calendar year basis. On the anniversary date in which the firefighter progresses to a new, higher rate, they will begin accruing vacation at the new, higher rate which may be used as accrued.

27.6 Vacation accrued may be taken after six (6) months of continuous employment subject to the approval of the Chief.

27.7 Any firefighter, regardless of length of service, may accrue up to two hundred fifty-two (252) hours of vacation time; such time in excess of two hundred fifty-two (252) hours will be lost.

27.8 Accrued vacation leave shall be paid to a firefighter upon his or her separation from the service, or to his or her beneficiary or estate upon death based upon the accumulated hourly base pay rate.

Article 28 - Sick Leave

28.1 Sick leave is earned at the rate of twelve (12) hours for each full calendar month of service and shall be accumulated to, but not exceeding twenty-one hundred (2100) hours. If a firefighter is on sick leave, credit will still accrue.

28.2 Illness for which sick leave shall be granted is defined as actual personal illness or bodily injury. Sick leave, limited to sixty (60) hours per fiscal year at the discretion of the Chief, may be granted to a firefighter because of illness of a member of the firefighter's immediate family; immediate family to be defined as spouse, child, stepchild, significant other.

28.3 Any absence from duty for which sick leave is paid, or for official leaves of absence, shall not constitute a break in the service record.

28.4 Probationary firefighters shall be entitled to paid sick leave from date of employment. A firefighter governed by this Agreement, upon retirement under the provisions of the Public Employees Retirement System will be paid an amount equal to wages for 1/3rd of accrued sick leave hours to a maximum of 420 hours. The formula for payback would be firefighter accumulated hourly base pay times 1/3rd of accrued sick leave or a maximum of 420 hours.

28.5 In the event of death before retirement of a firefighter covered by this Agreement, unused sick leave shall be paid to the estate, if any, or if no estate, then to the guardian of the minor children, if any, on the same basis as established in the preceding paragraph.

28.6 A firefighter shall be charged sick time for actual hours taken.

28.7 The Department may require a physician's statement attesting to the need for sick leave whenever the firefighter is absent for three (3) consecutive work days or when the Chief suspects sick leave abuse.

28.8 No firefighter shall be required to submit a physician's statement to the Department if they have not been notified in writing by the Chief as to the need for a physician's statement.

28.9 Any costs or fees incurred by the firefighter in meeting the requirements of this Article shall be borne by the Town.

Article 29 - Bereavement Leave

29.1 A maximum of three (3) 24-Hour shifts off with pay shall be allowed in the event of a death of a spouse, child, significant other or stepchild; a maximum of one (1) 24-Hour shift off with pay shall be allowed in the event of a death in the immediate family of a member of the Fire Department. For the purpose of this Article immediate family member shall mean:

29.1.1

Father	Mother
Brother	Sister
Mother-in-Law	Father-in-Law
Legal Guardian	Common-law Spouse
Grandparent	Grandchild

29.2 Significant other shall be defined as a person who is involved in a continual relationship for six or more months, with a statement from the firefighter of the intent to continue the relationship. The statement is to be filed with the Personnel Office prior to the request for bereavement leave.

29.3 One day off with pay will be allowed for the death of an aunt or uncle when a funeral occurs on a scheduled workday.

29.4 The Town will not withhold approval for a firefighter to use one vacation day, the work day prior to, or following a bereavement service for travel purposes.

Article 30 - Leave of Absence

30.1 A firefighter covered by this Agreement may be granted a leave of absence without pay by the Town Manager upon a written request by the firefighter and with a recommendation of the Chief. Such leave of absence without pay shall not exceed one (1) year in length and shall only be granted when it appears, because of the favorable past record of the firefighter, or because of the purpose for which the leave is requested, that it is in the best interest of the Town to grant the leave.

30.2 Any member of the Union may be placed on administrative leave with pay by written order from the Town for a duration pending any investigation into alleged wrong-doing.

30.3 Any firefighter covered by this contract granted a leave of absence shall retain all rights of seniority gained at the time of the granting of the leave.

30.4 Any firefighter covered by this Agreement granted a leave of absence shall retain all rights to accrued vacation and accrued sick leave.

Article 31 - Family Medical Leave

31.1 The Town acknowledges the rights of firefighters under Title 26, MRSA, Ch. 7, Subchapter 6-A, and the Federal Family Medical Leave Act of 1993 as amended.

31.2 In the absence of applicability of any other Article contained herein the Town agrees to grant an eligible firefighter up to a total of ten (10) work weeks of unpaid leave during any two year period for one or more of the following reasons: because of the birth of a child and in order to care for said child; for placement with the firefighter of a child for adoption or foster care; to care for an immediate or significant family member with a serious health condition; to take medical leave when the firefighter is unable to work because of a serious health condition; due to any qualifying exigency arising out of the fact an immediate or significant family member is on active duty in the Armed Forces in support of a contingency operation; or due to necessary care needed by a qualifying service member.

Article 32 - Court Leave

32.1 A firefighter shall be granted court leave any time they are required to report for jury service or when subpoenaed to testify in court.

32.2 The Town shall pay the firefighter the difference between the amount of regular pay and the juror's or witness' fee. The firefighter will continue to be paid their full wage during the term of the leave, provided the firefighter agrees to reimburse the Town in the amount received for witness fees or jury pay.

32.3 When the term of the jury duty leave is complete, the firefighter shall report to the Town the number of regular working days they were required to serve as a juror or witness.

32.4 Any juror's pay or witness fee received for services on a regular workday shall be deducted from the following week's wages unless reimbursed by the Town.

32.5 The amount to be deducted will be determined by multiplying the number of regular working days the firefighter was required to serve as a juror or witness by the rate of compensation established by 14 M.R.S.A. § 1215 or by 16 M.R.S.A. § 251.

32.6 Any juror's pay or witness fee received for service on a regular non-working day will not be deducted from the firefighter's wage.

32.7 If a firefighter is excused by the court for any reason, they shall return to work promptly thereafter except if arrangements have been made for a replacement for a given work period.

Article 33 - On the Job Injuries

33.1 Any firefighter who sustains a personal injury or compensable illness arising out of and in the course of his/her employment, shall receive, in addition to compensation paid or payable under the Worker's Compensation Act, the difference between his /her regular weekly salary and the amount so received as compensation under the Worker's Compensation Act for a period of twenty (20) weeks unless continued longer by order passed by the Town Council.

Article 34 - Insurance

34.1 The Town shall continue its present practice of maintaining Group Life Insurance for firefighters and liability insurance for ambulance personnel.

34.2 The Town shall also pay eighty-five percent (85%) of the premium with respect to the coverage encapsulated in the Maine Municipal Employees Health Trust Comprehensive Point of Service Plan or for a plan of equal or better coverage. Firefighters shall pay fifteen percent (15%) of the cost of the health insurance premium.

34.2.1 The Town shall offer employees the option for the Flexible Spending Account (FSA) card, with the cost of the card to be paid by the Town.

34.3 The Town agrees to deduct dental insurance premiums pre-tax from any firefighter covered under this contract.

34.4 Firefighters shall be enrolled in a pre-taxed Section 125 Agreement. If pre-tax payment is discontinued for any reason, the firefighter's share shall become ten percent (10%) of the premium cost with the Town assuming the difference. Firefighters have the option of paying their fifteen percent (15%) share on a post-tax dollar basis.

34.5 The Town will undertake a health insurance buy-back program with firefighters. Firefighters will be entitled to 40% of the Town's savings if they drop or decrease their health insurance. Eligible firefighters must show proof of insurability elsewhere for themselves and/or their dependents. The amount will be adjusted on January 1st of each year based on the effective rates for the year. A copy of the adjustment will be forwarded to those affected.

34.6 The Town agrees to purchase safety eyeglasses for those firefighters who request such safety glasses. The Town will purchase only single-vision or bi- focal, clear-glass, metal frame glasses. The difference in cost between these standard model safety glasses and more customized glasses shall be borne entirely by the firefighter. Firefighters shall be required to wear safety glasses while on duty if such glasses were purchased by the Town. Failure to wear such glasses on a regular basis shall be justification for the Town to require reimbursement for the cost of these glasses.

34.7 The Town agrees to pay for any immunization shots required in the line of duty.

Article 35 - Legal

35.1 The Town shall continue general liability insurance coverage on all firefighters with limits as established in Title 14, Chapter 741, Maine Tort Claims Act.

Article 36 - Clothing

36.1 Personnel shall wear station uniforms as specified by the Department's Rules and Regulations.

36.2 The Town shall provide and agrees to pay one hundred percent (100%) of the cost of normal acquisition of uniforms and accouterments for new personnel.

36.3 Additionally, the Town shall provide all firefighters with protective clothing necessary for their protection and safety in the course of their duties.

36.4 The Town shall provide and agree to pay \$385.00 per year for replacement of uniforms, accessories and accouterments including winter headgear and excluding protective clothing:

36.5 A firefighter may requisition up to one hundred dollars (\$100.00) per year from the clothing allowance to meet cleaning and tailoring costs. (Amended 2003)

36.6 The Town agrees to a one-time purchase of a dress uniform for each firefighter including a dress coat. This shall not apply to probationary firefighters. A firefighter may use a portion of his/her uniform allowance to upgrade his/her dress uniform.

36.7 A firefighter shall be reimbursed up to one hundred fifty dollars (\$150.00) per incident for personal effects damaged in the performance of duty, providing evidence of loss is presented and approved by the Chief within forty-eight (48) hours.

36.8 The Town agrees to supply each firefighter with two (2) cotton blankets, two (2) sheets and one (1) pillowcase, to be replaced as needed.

36.9 Upon request, the town shall provide firefighters requiring corrective lenses with a spectacle kit and optical lenses to be used with department supplied SCBA mask. This equipment will only be provided once per firefighter unless a change in mask style necessitates replacement. The spectacle kit shall be returned to the Town upon separation.

36.10 When the Town institutes a new piece of clothing into the approved clothing list costing more than one hundred dollars (\$100), the Town will share fifty percent (50%) of the cost of that item once, in the first fiscal year of introduction.

Article 37 - Retirement

37.1 For firefighters hired on or after January 1, 1991 and effective July 1, 2009, the Town shall participate in the Public Employees Retirement System retirement plan, special plan #3C, which permits a firefighter to retire after twenty-five (25) years of service, regardless of age, at two thirds (2/3) the annual rate of pay as determined by the Public Employees Retirement System. Anyone not participating in MainePERS, may participate in the Town's 457 Deferred Compensation Plan, and the Town shall contribute to the 457 Deferred Compensation Plan, two (2) times the employee contribution up to a maximum Town contribution of 6%.

37.1.1 The firefighter's contribution rate will be as determined in accordance with the employee contribution rates of the Maine Public Employees Retirement System (MPERS).

37.3 Effective July 1, 1997, the Town adopted the necessary changes to implement COLA benefits for all regular, full-time firefighters enrolled in the PERS. The COLA benefit will be calculated using future service only, i.e., for service earned after July 1, 1997. There will not be any COLA benefit for earnable compensation prior to July 1, 1997.

Article 38 - Hydrant Shoveling

38.1 Hydrant shoveling shall commence at a time sufficient, following a snow storm, where the plow trucks would have had a chance to finish clearing the roads. Hydrant shoveling shall be assigned to the duty crew and as overtime to four (4) career firefighters first, paid as overtime for a period of no more than eight (8) hours per one (1) day of shoveling or for a period of time necessary to complete the task.

38.2 If attempts at hiring overtime are unsuccessful, firefighters shall not be subjected to forced overtime however; attempts shall be made to fill the shoveling with call firefighters. The Town, reserves the right to assign this task outside the fire department if it so chooses.

38.3 Hydrant shoveling will take precedence over all other non-emergent departmental functions or activities.

38.4 By mutual agreement of the parties, in isolated circumstances the Chief may declare an emergency as defined in Article 42 of this contract under "Emergency".

Article 39 - Health and Fitness

39.1 A firefighter joining the Brunswick Fire Department after July 1, 1984 shall be tested for and maintain minimum physical fitness requirements.

39.1.1 A Physical Fitness Test (PFT) will be given no later than November 1 of each contract year.

39.1.2 The PFT will be given on at least fifteen (15) days notice.

39.1.3 Prior to the annual PFT firefighters they shall undergo a Physical Medical Examination (PME) to evaluate health status.

39.2 If a firefighter is taking sick leave or vacation while the PME and PFT are being conducted, they will be excused from the test for that date. The PME and PFT shall be scheduled for a subsequent date.

39.3 If a Firefighter is required to take the PME or PFT while off-duty, they will be compensated in accordance with Article 17, Overtime.

39.4 The purpose of this Fitness Program is to ensure that all personnel will maintain a state of health and physical conditioning that will permit them to carry out basic fire suppression and rescue tasks efficiently and without undue risk to themselves and others.

39.5 The PME will include: Basic Exam, Exertion Test, Chemical Panel and Screening (Blood Workup) TB Test and update of Tetanus shot if necessary.

39.5.1 The Town will provide an optional, as needed, chest x-ray for each firefighter once every five (5) years.

39.5.2 The Chief shall develop a rotating PME schedule for all firefighters.

39.5.3 Town will pay for an HIV screen, with confidentiality of results as per all applicable laws, and Hepatitis vaccinations at the request of the firefighter.

39.5.4 The PME shall be performed by the Town's health care provider at no cost to the firefighter.

39.5.4.1 Any additional follow-up work needed for diagnosis purposes as recommended by the Town's health care provider during the PME, will be paid for by the Town.

39.5.5 Should a firefighter, after the PME, be considered unfit to participate in the PFT, they will receive recommendations, designed to help them attain a fitness level, which will enable them to participate safely in the program.

39.6 Firefighters shall not take the PFT while under a Physician's care and shall only do so after approval of the Physician.

39.7 Specific requirements for the PFT are contained in the Town of Brunswick Fire Department Fitness Manual. The PFT will consist of the following components.

39.7.1 Cardiovascular endurance. Choose one (pass/fail)

- a. One mile walk test
- b. Step test
- c. 1.5 mile run
- d. Bicycle

Minimum passing shall be equivalent to 11 METS.

All scores shall be age adjusted.

39.7.2 Flexibility. (pass/fail)

Sit and reach evaluation

Passing shall be an average score as shown below.

Poor = less than 11.5"

Average = 11.5" - 12.5"

Good = 12.5" - 14"

Excellent = 14" or greater

There shall be no adjustment for age.

39.7.3 Muscular strength/endurance (pass/fail)

a. Bent Knee curl-ups

b. Push-ups or Bench press

Passing shall be an average score with regards to age and gender.

39.8 Penalties

39.8.1 This part shall not apply to firefighters hired prior to July 1, 1984.

39.8.2 Upon failure of any pass/fail component the following schedule applies:

Step	Penalty
a	Up to two (2) months after the original test date: Must retake failed items only.
b	After two (2) months from the original test date, up to four (4) months: must retake entire test.
c	After four (4) months from the original test date, up to eight (8) months: Must retake entire test; reduction of one pay grade; prescription for fitness by fitness coordinator.
d	After eight (8) months from the original test date, up to twelve (12) months: must retake entire test; continuation of penalties already imposed; reduction of additional pay grade; continuation of prescription for fitness.
e	After twelve (12) months from the original test date, up to eighteen (18) months: must retake entire test; thirty (30) day suspension without pay; continuation of

	penalties already imposed; reduction of additional pay grade; continuation of prescription for fitness.
f	After eighteen (18) months from the original test date, up to thirty (30) months: must retake entire test; suspension without pay until able to pass entire test.
g	After thirty (30) months from the original test date: unable to pass, the firefighter will be considered to have resigned.

39.9.3 At each step the firefighter must attempt the retest at least once, but may attempt the retest as many times as desired.

39.9.4 A firefighter must notify the Chief at least three (3) days prior to the desired retest date.

39.9.5 A firefighter at the lowest pay grade who is subject to a pay reduction will be denied the next step increase until successful completion of the test.

39.9.6 The fitness coordinator shall be either a Physician or a Certified Fitness Trainer.

39.9.7 The provisions of this agreement shall be administered by the Chief or their designee.

39.10 The use of fitness equipment while on duty is encouraged but not required.

39.11 The Town will continue to maintain existing equipment. The Town will provide training on the equipment for all new firefighters.

Article 40 - Residency

40.1 Firefighters covered by this Agreement shall not be required to comply with any residency requirements while employed by the Town of Brunswick Fire Department.

Article 41 - ADA/ADEA

41.1 It is recognized that the Town must comply with the statutory provisions of the Americans with Disabilities Act (ADA) and the Age Discrimination in Employment Act (ADEA). However, in complying with the provisions of the ADA or ADEA the Town agrees not to violate any Federal or State Statutes, Local ordinances or the terms of this Collective Bargaining

41.2 Should the Town need to change any current policy or practice in order to comply with the provisions of ADA or ADEA, the Town will provide to the Union thirty (30) days notice of any change prior to its implementation. Such notification shall also be accompanied with appropriate legal memoranda and supporting legal documentation stating the basis necessitating the change in a current practice or policy.

Article 42 - Definitions

42.1 This glossary is comprised of those terms and definitions which apply to this Agreement in context, meaning and application and certainly apply to the collective bargaining process and should be referenced when understanding this document or the methodology used in its creation. The Town and Union are in agreement as to the definitions contained in this Article however, the definitions contained herein shall only be used as an advisory reference.

42.2 A

Ability To Pay -- A contention made by an employer during collective bargaining negotiations that it is not possible to bear the cost of the wage increase demanded by the union. Ability to pay is a common criteria considered by fact finders and arbitrators in making their awards.

Across The Board Increase -- A raise in wages, in terms of dollars or a percentage given at one time to all workers in a bargaining unit.

Accumulated Base Pay (ABP) – Shall mean standard base pay plus all economic benefits contained in the Agreement.

Example: Initial Base Pay + EMS + Special + Longevity + Education = ABP

Administrative Leave – Leave given to an individual, usually with pay, for the purposes of removing the individual from a situation such as but not limited to direct involvement with a tragedy for which there may be psychological affects or for purposes of conducting an investigation such as, but not limited to, accusations of wrong doing. Administrative leave may only be granted by the Chief.

Agency Shop -- A union security provision that requires all bargaining unit employees to pay a fee or dues. This fee is presumed to offset the cost to the union of representing the employees in negotiations and contract administration.

Agreement – See Collective Bargaining Agreement

American Arbitration Association -- A private, nonprofit organization established to promote arbitration as a method of resolving labor disputes. The AAA can provide a list of qualified arbitrators to the employer and the union. The AAA also has established rules of procedure for the arbitration process.

American Federation of Labor-Congress of Industrial Organizations -- A federation of craft and industrial unions, as well as unions of a mixed structure created by a merger in 1955. Its primary functions are education, lobbying and helping constituent unions.

Arbitration -- Dispute resolution in which neutral third party or panel hold a formal hearing, take testimony and render a decision. There are two major types of arbitration: grievance arbitration and interest arbitration.

Advisory arbitration -- The terms of settlement rendered by the arbitrator are in the nature of recommendations which the parties are not obligated to accept.

Binding arbitration -- The parties are required to accept and follow the terms of the arbitrator's award. Binding arbitration is enforceable in court.

Compulsory arbitration -- Mandated by statute for the resolution of impasses.

Conventional arbitration - A form of interest arbitration in which an arbitrator or panel is able to fashion an award as deemed appropriate.

Final-Offer "total package" arbitration -- A form of interest arbitration in which an arbitrator or panel must choose either the management or labor proposal.

Final-Offer "issue-by-issue" arbitration -- A form of interest arbitration in which an arbitrator or panel after reviewing management and labor proposals can break down a decision on an issue-by-issue basis.

Grievance arbitration -- A method of resolving disputes over the interpretation and application of the collective bargaining agreement.

Interest arbitration -- A method of resolving disputes that arise during the course of contract negotiations. The arbitrator or panel must determine what will be contained within the agreement.

Arbitrator -- A neutral third party to whom disputing parties submit their differences for a decision.

42.3 B

Bargaining Agent -- Any lawful organization, association or individual representative of such organization or association which has as its primary purpose the representation of employees in their employment relations with employers, and which has been determined by the public employer or by the executive director of the board to be the choice of the majority of the unit as their representative.

Bargaining Unit -- A group of employees which the employer has recognized and/or a State or Federal administrative agency has certified as appropriate to be represented by a union for the purpose of collective bargaining.

Base Pay -- In the context of a pension plan, it is usually the average yearly salary for some number of years. The base pay is used to determine an annual pension to be paid to the employee on retirement. See also Accumulated Base Pay

Bidding -- A procedure for enabling employees of an agency or company to make known their interest in a vacant position. After notice of the vacancy has been posted on bulletin boards and in other public places, persons may bid for the position by applying for the opening. The filling of the position may depend on seniority and other factors that the employer and bargaining agent have agreed upon.

Bureau Of Labor Statistics (BLS) -- A Bureau within the U.S. Department of Labor which collects, analyzes and publishes information on cost of living changes, labor force participation rates, unemployment rates, industrial disputes and other economic data relevant to labor relations.

42.4 C

Call Back Pay -- Compensation for workers called back on the job after completing their regular shifts, usually for a minimum number of hours at the appropriate premium rate regardless of the number of hours they actually work.

Certification -- The formal determination by an appropriate administrative agency that a particular union has been selected by a majority of employees in a bargaining unit to be the exclusive bargaining agent of all employees in the unit. The determination usually follows a secret ballot election. Certification usually carries with it an election bar for a set period of time.

Closed Shop -- A union security arrangement whereby the employer is required to hire union members only. Membership in the union is also a condition of continued employment.

Code 21 -- Term used to notify off duty personnel there is a need for immediate or emergent staffing at the fire department; usually accompanied by the number of personnel required.

Collective Bargaining -- The continuing institutional relationship between an employer entity and a labor organization representing exclusively a defined group of employees of said employer (appropriate bargaining unit) concerned with the negotiation, administration, interpretation and enforcement of written agreements covering joint understandings as to wages, salaries, rates of pay, hours of work and other conditions of employment.

Collective Bargaining Agreement -- A document that results from negotiations between an employer and a union. The collective bargaining agreement defines the conditions of employment (wages, hours, fringe benefits, etc.) and provides dispute resolution procedures.

Common Law of the Shop -- Recognition of the bargaining history of those in the same industry to determine the respective rights of the parties involved in a labor dispute.

Consumer Price Index (CPI) (Cost of Living Index) -- Statistics issued monthly by the Bureau of Labor Statistics measuring the average change in prices of goods and services purchased by moderate income families and describing shifts in the purchasing power of the consumer's dollar. The Index is widely used in collective bargaining agreements.

Construction -- See Minor Repair

Contracting Out -- The use by employers of outside contractors whose employees are not covered by the same collective bargaining agreement to do work which has been or could be performed by unit employees.

Cost of Living Adjustment (COLA) -- The negotiated compensation increase given an employee based on the percentage by which the cost of living has risen, usually measured by a change in the consumer price index (CPI).

Costing Out -- The process of determining the actual cost of a contract proposal or agreement.

Counter Proposal -- An offer made by one party in collective bargaining negotiations in response to a proposal by the other party. Agreement is usually reached after a series of proposals and counter proposals have reduced the range of disagreement.

42.5 D

Department Supervisor – Any member of the department who holds the rank of Captain or Lieutenant or in the absence of either is acting on behalf of an assigned line officer.

Detail – A request for assignment of fire department personnel to duties or events not directly under the jurisdiction of the Town or Fire Department. Typically these will be sporting events, road races, concerts and the like. Event sponsors are billed at the detail rat and make payment to the Town to reimburse payroll and administrative costs.

Dues Checkoff -- A union security provisions, usually stipulated in the collective bargaining agreement, which allows union dues, assessments and initiation fees to be deducted from the pay of the union members of an employer. The employer makes the payments to the union on a scheduled basis.

Duty Of Fair Representation -- Union's duty to represent all members of a bargaining unit that the organization has been designated to represent.

Duty To Bargain -- The mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment. Such obligation does not compel either party to agree to a proposal or require the making of a concession.

Duty to Sign a Contract – The obligation of both parties to reduce to writing and sign any agreement reached through the collective bargaining process. Refusal to sign can be declared an unfair labor practice.

42.6 E

Emergency – Any unforeseen natural or technological disaster or event occurring spontaneously and having a direct impact on the daily operations of the department.

Employer – See Town

Employer Unfair Labor Practices – Activities by an employer that interfere with an employee's rights as protected by the National Labor Relations Act and MRSA Title 26.

Examples: The interference in the formation of a union, discrimination against union member employees, and refusal to bargain with employee representatives.

Equal Pay for Equal Work – The principle that job pay rates should be dependant on relevant factors, such as quantity or quality of work, and independent of irrelevant factors, such as sex or race.

Evergreen -- A provision in the collective bargaining agreement that ensures the current agreement will remain in full force and effect during negotiations for a new collective bargaining agreement.

Exclusive Recognition -- The type of recognition which provides that the recognized labor organization is the sole representative for all employees in the bargaining unit without regard to

membership in that labor organization and which prohibits the employer from dealing with any other labor organization.

Exclusive Representative -- The employee organization which has been accorded exclusive recognition.

42.7 F

Fact-Finding -- A method of resolving contract negotiations disputes where a neutral or neutral tripartite panel hears the parties' arguments supporting their positions and issues, findings of fact, and recommendations to resolve the dispute. The report is generally made public after a period of time if the parties have not yet reached agreement. Fact finding generally follows mediation.

Fair Share -- A fee (usually called an agency fee) paid to the union by members of a bargaining unit who have not joined that union. The fee pays for services and benefits that the union has negotiated for all members of the bargaining unit.

Family Medical Leave Act – Passed in 1993, it gives employees up to 10 weeks of job protected, unpaid leave for illness or family emergencies.

Firefighter – Term used to refer to individual members of the Union and includes Lieutenants and Captains.

Fringe Benefits -- Compensation in addition to direct wages, such as paid vacations and holidays, overtime premiums, medical insurance and pensions.

42.8 G

Good Faith Bargaining – Refers to the reasonable efforts demonstrated by both management and labor during negotiations. Generally, it requires both sides to meet, confer, and make written offers. It does not require either side to concede or agree but rather to show reasonable intent to set the terms of employment in a collective bargaining agreement.

Grievance -- An employee complaint; an allegation by an employee, union or employer that a collective bargaining agreement has been violated.

Grievance Procedure -- A method of dealing with a complaint made by an individual or by union or management which allows the work place to continue operating without interruption. The procedure generally provides for efforts to resolve the grievance at progressively higher levels of management authority, with arbitration typically being the last step.

42.9 H

Holiday Pay – Contract provision requiring an employer to pay for time not worked on a holiday.

Holiday Routine – Limited work routine which shall only consists of daily vehicle checks, cleaning stations and routine and emergency responses or other duties as may be designated by the Chief.

42.10 I

Illegal Bargaining Subjects – Items termed illegal and nonnegotiable by the National Labor relations Board or by Maine Courts. These items cannot be negotiated even if both parties are in agreement.

Examples: Closed Shop, Racial Separation of Employees, or discrimination against nonunion members.

Immediate Family – Any family member that resides within the construct of the firefighter's household to include but not limited to spouse; marital, common law or otherwise and children; biological, step, foster or otherwise.

Impasse -- The point in collective bargaining negotiations at which either party determines that no further progress can be made toward reaching an agreement.

Insulated Period – The last 60 days before a collective bargaining agreement is due to expire in which the existing bargaining agent cannot be subject to an employee vote to change bargaining agents.

Interest Arbitration – See Arbitration

42.11 J

42.12 K

42.13 L

Labor Relations Board -- State or federal agency which primarily administer labor relations statutes. These boards usually handle unfair labor practices and supervise representation elections. At the State level these agencies are generally known as Public Employment Relations Board (PERBs) and also provide mediation and fact finding services.

42.14 M

Maintenance Of Membership -- A union security provision which states that no worker has to join the union as a condition of continued employment, but that all workers who voluntarily join must maintain their membership for the duration of the contract. Most maintenance of membership clauses provide for an escape period either annually or at the expiration of the agreement when employees may withdraw from the union without penalty.

Management – Group of personnel responsible for the overall management of the fire department, consisting of all fire department personnel not in the Union.

Management Rights -- Certain rights that management feels are intrinsic to its ability to manage and therefore are not subject to collective bargaining. These rights are often expressly reserved to management in the management rights clause of the agreement. They include the right to hire, promote suspend or discharge employees; to direct the work of employees; and to establish policy.

Mediation -- An attempt by an impartial third party, called a mediator, to bring the parties in a labor dispute together. The mediator has no power to force a settlement but rather operates primarily through persuasion to help the negotiating parties reach an agreement.

Mediator -- An individual - either conciliator or mediator - who acts as an impartial third party to help settle collective bargaining disputes. May be appointed by an administrative agency or be chosen by both parties. The mediator's role is to meet with the parties, act as a go-between and help the parties discover areas of agreement in order to reach a settlement in negotiations without a strike.

42.15 N

National Labor Relations Board (NLRB) - A board created by the National Labor Relations Act (NLRA) in 1935 and continued by the Taft-Hartley Act. The Board is the administrative agency for the NLRA and its primary duties are to hold elections to determine union representation and to interpret and apply the law concerning unfair labor practices.

Negotiation - The process by which representatives of employee and management try to reach agreement on conditions of employment, such as wages, hours, fringe benefits and for handling grievances.

Negotiator - The person who represents the employer or union in collective bargaining negotiations. Often committees or "teams" represent each party and one of the committee's members acts as chief negotiator or spokesperson for the group.

Neutral - An individual who acts as conciliator, mediator, fact-finder or arbitrator; a disinterested third party who intervenes into negotiation disputes in order to facilitate settlement.

No-Lockout - A provision in the collective bargaining agreement in which the employer agrees that the operation will not be closed down in order to force the employees to accept certain terms for a collective bargaining agreement.

No-Strike - A provision in the collective bargaining agreement in which the union promises that during the life of the contract the employees will not engage in strikes, slowdowns or other job actions.

Normal Duty Day – Shall consist of officer pass downs, vehicle and equipment checks, training and any other duties deemed necessary within the scope of this bargaining agreement however crews shall not be forced to conduct “busy” work for the sake of keeping busy.

Northeast Urban Region CPI-U – A price index constructed monthly by the U.S. Bureau of Labor Statistics that provides a statistical measure of the average change in prices in a fixed market basket of goods and services for the Northeast Region.

42.16 O

Open Shop – A form of union security in which the workers within a bargaining unit may decide whether to join a union. Those who choose not to join are not required to pay union dues or fees or amounts equal to dues or fees.

42.17 P

Parity -- An equality between groups of employees pay. Parity is often sought between firefighters and police officers.

Planning – The stage in the preparation for collective bargaining negotiations when the parties evaluate and set priorities in order to make realistic decisions and to focus on achievable goals.

Past Practice -- A procedure, system, policy, event or otherwise “practice” that has been longstanding and of mutual concurrence of both the employer and employee and may reside as a clause in the collective bargaining agreement stating that previous practices of the employer will continue except as modified by the contract.

Policy – Any policy, practice, stipulation, regulation or other document which may be construed to require mandatory compliance on the part of firefighters.

Premium Pay -- Additional money which is paid to an employee for certain types of work.

Examples: night shifts, overtime, hazardous duty pay. Premium pay is paid in addition to the regular pay to compensate employees for the special effort required, the unpleasantness of the work or for the inconvenience of the time during which the work takes place.

Preventive Maintenance - The care and servicing by firefighters for the purpose of maintaining equipment and facilities in satisfactory operating condition by providing for systematic inspection, detection, and correction of incipient failures either before they occur or before they develop into major defects; including tests, measurements, adjustments, and parts replacement, performed specifically to prevent defects from occurring.

Procedure – Any Standard Operating Procedure/Guideline (SOP/G) or other document which applies to a skill set, practical application or operational technique which may be construed as a mandatory or non-mandatory provision.

Public Employee – In accordance with Title 26: LABOR AND INDUSTRY Chapter 9-A: MUNICIPAL PUBLIC EMPLOYEES LABOR RELATIONS LAW

this refers to any firefighter who has been employed by the Town for greater than six (6) months.

Public Sector Union Security – The ability of a public sector union to grow and to perform its collective bargaining role without interference from management or other unions. Automatic dues deduction is the most commonly allowed public sector union security provision.

42.18 Q

42.19 R

Ratification -- Formal approval of a newly negotiated agreement by vote of the union members.

Recognition -- The employer's acceptance of an employee organization as the bonafide and legitimate collective bargaining representative of group of employees for the purposes of collective bargaining.

42.20 S

Savings Clause -- A provision in the collective bargaining agreement that ensures if a contract provision is declared invalid by court action or legislation, only that provision is null and void and that the remaining portions of the negotiated agreement are in full force and effect.

Scope of Bargaining -- The range of issues that is made bargainable by the labor relations statute or by the agreement of the parties.

Seniority -- An employee's status in relation to other employees according to the years of employment. Seniority is related to an employee's job security and advancement. Seniority clauses make an individual's years of employment determine for example, rights to layoff, recalls, choice of vacation time, overtime, work shifts, transfer and promotion and other items.

Severance Pay -- A lump sum or dispersal of payments given to employees who are permanently separated from the company through no fault of their own.

Shift Differential -- Added pay for second or third shift expressed as a percentage of base pay or as extra cents per hour.

Significant Other - a person who is involved in a continual relationship for six or more months, with a statement from the firefighter of their intent to continue the relationship (statement is to be filed with the Personnel Office prior to the request for bereavement leave) or has had a direct impact on the firefighter's life.

Specialized Skill -- Any specialized ability beyond that of the requirements of NFPA 1001, Firefighter Professional Qualifications and shall be limited to Hazardous Materials Technician and Confined Space Technician.

Special Departmental Duty - Any duty which is not covered specifically in the collective bargaining agreement and includes but is not limited to hydrant shoveling, fire prevention education, courtesy duties provided to other departments or mutual aid communities.

Steward -- The union representative of a group of co-workers who carries out the duties of the union within an operation, such as handling grievances, collecting dues or recruiting new members. Stewards are either elected by other union members or appointed by a higher union official.

Successor -- A provision in the collective bargaining agreement that ensures and protects the rights contained in the collective bargaining agreement, for its duration, regardless of a change in management.

42.21 T

Town -- Term used to refer to the bargaining authority for the Town of Brunswick and includes the Town Manager, designees and the Chief.

42.22 U

Unfair Labor Practice -- A practice on the part of either union or management which violates the provisions set forth by State of Federal labor relations statutes. Examples on the part of unions are: 1) controlling or interfering with unions, 2) discriminating against working for their union support or activity, 3) retaliating against workers for complaining to an administrative agency, and 4) refusing to bargain collectively with the exclusive representative.

Union -- All firefighters who are considered part of the bargaining unit, are covered by the Agreement and have met all necessary requirements for being considered a member.

Union Security -- Negotiated contract clause requiring the establishment and continuance of union shop, agency shop, maintenance of membership, dues checkoff or similar provisions which assures the union of its revenues during the life of a collective bargaining agreement.

Union Shop -- A provision in which the employer may choose to hire anyone, but in which all workers must join the union within a specific period of time after being hired and must retain membership as a condition of continued employment. The courts have refined this obligation to mean only paying the normal dues and fees that a union member would pay.

Unit Determination -- The process by which certain employees are grouped into a unit to select a single bargaining agent to represent them in collective bargaining negotiations. Such determination is based upon several criteria, such as community of interest, employee desires, collective bargaining history and the administrative organization of the employer.

42.23 V

42.24 W

Waiver Of Further Bargaining/Expressed Waiver -- A provision in a collective bargaining agreement that specifically states that the written agreement is the complete agreement of the parties and that anything not contained therein is not agreed to unless put into writing and signed by both parties following the date of the agreement.

Working Out-Of-Classification -- A provision in the collective bargaining agreement that provides additional compensation for employees who perform duties in a higher rank.

Article 43 Agreement

43.1 The execution of this Agreement shall serve as the required 120 day notice to negotiate a successor collective bargaining agreement in accordance with 26 MRSA Chapter 9-A Sec. 965 (E).

IN WITNESS WHERE OF the other, parties hereunder set their hands and seals

This day the ____ January 2022.

TOWN OF BRUNSWICK, MAINE

John S. Eldridge
Town Manager

BRUNSWICK PROFESSIONAL FIREFIGHTER S, IAFF, AFL-CIO-CLC ,
LOCAL 1718

Matt Barnes
President

