

ROCKLAND PROFESSIONAL FIREFIGHTERS



LOCAL
1584

Collective Bargaining Agreement

Between

City of Rockland

&

Rockland Professional Firefighters

July 1, 2018 – June 30, 2021

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ARTICLE 1 - PREAMBLE

1.1. This Collective Bargaining Agreement (the "Agreement") by and between the City of Rockland, Maine, hereinafter referred to as the "City," or "Employer," and Local #1584, International Association of Fire Fighters, hereinafter referred to as the "Employee," is entered into and effective as of July 1, 2018. The term "Employees" shall mean full-time fire suppression and emergency medical services employees of the City of Rockland, unless otherwise stated.

1.2. It is the purpose of this agreement to achieve and maintain harmonious relations between the Employer and the Employee, to provide for equitable and peaceful adjustments of differences which may arise, and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE 2 – RECOGNITION

2.1. Exclusive bargaining agent: The Employer recognizes the Union as the exclusive bargaining agent for all full time Employees of the fire department, excluding the Fire Chief, Assistant Chiefs, secretarial personnel and temporary employees.

2.2. Provisions of agreement: The rights of the Employer and the Employees shall be respected and the provisions of this agreement shall be observed for the orderly settlement of all questions.

2.3. Gender: All references to gender within this agreement shall be construed to designate both sexes, and whenever a specific gender is used it shall be construed to include both the masculine and feminine genders.

2.4. Definitions: The Fire Chief, Assistant Chiefs, Lieutenants, and Firefighters shall be known as "Suppression Personnel," and career Emergency Medical Services personnel shall be known as "EMS Personnel" in this document.

ARTICLE 3 – SEPARABILITY

3.1. If any clause, sentence, paragraph or part of this agreement for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this agreement.

ARTICLE 4 – MANAGEMENT RIGHTS / RULES AND REGULATIONS

4.1. Management Rights: Except as expressly provided for in this Agreement, Employer retains the sole right to determine and from time to time to re-determine how to manage its operations and direct the work force.

The city retains the right to discipline, suspend and discharge employees for just cause. For this purpose just cause shall include violations of any applicable law, and the applicable provisions of the City's personnel and workplace rules, regulations, and policies.

In the event the City determines and officially declares, pursuant to Rockland Code, Ch. 2, Art. XXI, Sec. 2-2104(2)(A), that a civil emergency condition exists, including but not limited to riots, civil disorders, severe storms, or similar disasters, the provisions of this Agreement may be suspended during the time of the emergency. All pay provisions would continue.

4.2. Rules and Regulations:

4.2.1. Right to issue: The Employer shall retain the right to issue rules and regulations for the fire service and emergency medical service as provided by law and modified by the provisions herein.

4.2.2. Posting of rules: Any issuance of rules or regulations must be posted thirty (30) days prior to taking effect. During this 30 day grace period, the Employer must grant the Employee representatives an opportunity to discuss the effect of the implementation of said rules or regulations if it so wishes. If after the 30 day grace period has concluded, the Employer has received no written rebuttal to said proposed rules or regulations, it shall be assumed the Union has consented to it.

4.2.3. Rule may be grieved: Any rule or regulation established by the City shall not be inconsistent with the terms of this agreement. Any dispute concerning the establishment of a rule or regulation shall be subject to the Grievance/Arbitration provisions of this agreement.

4.2.4. Exception: This section shall not apply to rules and/or regulations issued due to an emergency situation.

4.2.5. Written suggestions: All Employees shall be permitted to make suggestions regarding departmental rules and/or regulations. Such suggestions shall be submitted to the Fire Chief in writing and a copy thereof transmitted to the Employer. Said suggestions for rules and/or regulations shall be given due consideration and adopted if deemed advisable by the Fire Chief and the Employer.

ARTICLE 5 – UNION SECURITY AND CHECKOFF

5.1. Non-discrimination: All recognized Employees shall have the right to join the Union or refrain from doing so. No Employee shall be favored or discriminated against by either the Employer or the Union because of their membership or non-membership in the Union or their standing therein. The Union recognizes its responsibility as the bargaining agent and agrees to represent all Employees as the bargaining unit without discrimination, interference, restraint, or coercion.

5.2. Financial Responsibility: The Union shall not be held financially responsible for any Employees who elect not to join the Union after seven (7) months of employment, or who discontinue membership in the Union and fail to pay the Union each week an amount equal to eighty percent (80%) of the usual regular dues.

5.3. Representation: If an Employee, who after seven (7) months of employment has chosen not to join the Union (or discontinues his membership in the Union) and fails to pay the Union an amount equal to eighty percent (80%) of the usual and regular dues, elects, at a future point in time, to become a member of the Union, or remit to the Union eighty percent (80%) of the usual and regular dues each week and desires Union representation for a grievance he has filed within ninety (90) days of either becoming a member of the Union or the initiation of continuous weekly payments to the Union equal to eighty percent (80%) of the usual and regular dues, such Employee shall pay thirty dollars (\$30.00) per hour for representation by the Union representatives and sixty dollars (\$60.00) per hour for representation by the Union's attorney. All expenses incurred in the proceedings, including the cost of any arbitrators, will be borne by the Employee.

5.4. Payroll deduction: The Employer agrees to deduct dues and payments to the Union upon written receipt of authorization from Employees who desire such dues and payments to be deducted from their payroll by the Employer. The Employer further agrees promptly to notify the Union, in writing, after any Employee requests that the Employer cease to make such deductions.

5.5. Payment date: The Employer shall forward to the treasurer of the Union such deductions as described in section 5.4 of this article monthly. The payments shall be due, and should be paid in full on or before the fifth of the month following the month in which such deductions were made.

5.6. Indemnity: The Union shall indemnify and save the City harmless against all suits and claims which may arise by reason of action taken in making deductions of said dues and payments and remitting same to the Union pursuant to this article, unless such claim or suit is found to have arisen in substantial part from Employer's violation of this agreement.

ARTICLE 6 – UNION BUSINESS / REPRESENTATIVES

6.1. Bulletin board: The Employer agrees to supply a bulletin board solely for Union use.

6.2. Meeting place: The Employer agrees to provide a meeting place for Employees to conduct Union business and for regularly scheduled monthly meetings.

6.3. Special meetings: The Employer agrees to provide a meeting place for special meetings (subject to the approval of the Fire Chief or the senior on-duty officer in the Chief's absence).

6.4. Time off with pay: An Employee covered by this agreement, who is a member of the Union, shall be allowed time off with pay for official Union business with representatives of management upon appointment, if there is sufficient manpower available to cause no interference with departmental operations. In addition, one (1) Union representative shall be allowed time off with pay during his regular work or shift hours to investigate grievances or to attend grievance hearings, but in no case shall such time exceed a total of two (2) hours per week.

6.5. Approved leave: No time off or leave of absence shall be permitted under this article unless the Fire Chief, or the senior acting officer in the Chief's absence, determines there is sufficient manpower available for normal departmental operations.

6.6. Exception: It is understood and agreed that all Employees have productive work to perform and will not leave their jobs during working hours to attend Union matters, except as provided above.

6.7. Substitutions: In the case sufficient manpower is not available as described in sections 6.4 and 6.5 above, then an Employee shall be allowed time off for official Union business, provided such time off be covered by substitutions approved by the Chief and at no additional expense to the Employer.

ARTICLE 7 – SENIORITY AND LAYOFFS

7.1. Seniority: Employees shall have seniority rights, in grade, for the limited purposes set forth in this Agreement. EMS Personnel shall be considered in the same grade as Suppression Personnel, and seniority shall be determined by the hire date of the Employee. Any personnel hired on the same date shall be ranked in seniority by City Employee Number, the lowest number being the most senior.

Unless otherwise defined in the agreement, seniority is defined as an Employee's length of continuous full-time service within the department since their last date of hire including all leave that is mandated by Federal rules, less any adjustments due to layoff, approved leaves of absence without pay (unless otherwise agreed by the City) or other breaks in service.

The Employer shall establish a seniority list, which shall be kept current and posted on the bulletin board. A copy of the same shall be given to the secretary of the Union. Any objection to the seniority list, as posted, must be reported to the Fire Department and the Union within thirty (30) days from the date posted, or it shall stand as accepted.

Insofar as may be practicable, seniority shall prevail in regard to the following:

- 7.1.1. Vacations, except that the rank Lieutenant will have first choice among the bargaining unit for one vacation period (up to 144 hours).

7.2. Layoffs: In the case the City decides to reduce personnel, then the Employee with the least seniority shall be laid off first. The Employee with the most seniority shall be rehired first; given the opportunity to return to work and no new Employees shall be hired until all laid off Employees have been given an opportunity to return to work, provided, however, that enough of them are qualified to fill the vacant position, or positions.

ARTICLE 8 – PROMOTIONS

8.1. City Ordinance: As per City Ordinance, Ch. 2, Administration, Art. XII, Personnel, Sec. 2-1220, Promotions.

8.2. Job Posting: At such time as a promotional position is in need of being filled, a notice shall be posted which shall including the following:

- 8.2.1. The method of obtaining an application;
- 8.2.2. The date until which applications shall be received;
- 8.2.3. A job description of the vacant post; and
- 8.2.4. The eligibility requirements of the vacant position.

8.3. Materials; Schedule: The Employer shall prepare and post a reading list of materials from which questions for testing for vacant positions shall be drawn. Employer may amend said reading list, but shall not add more than one book to the reading list in any six month period, nor examine applicants on new materials until at least six months after adding the new materials. All applicants who meet the eligibility requirements shall be provided with the date and location for which the written exam has been scheduled.

8.4. Promotion Board composition: In the case of Fire Department promotions, the Promotion Board shall consist of the Chairman of the Personnel Advisory Board or other Personnel Advisory Board member designated by the Chairman to serve in this capacity, the Chief and an Assistant Chief of the Department, and one command rank official from a community other than Rockland.

8.5. Oral Exam: The applicants with the five (5) highest test scores over 70 shall be scheduled for an oral exam before the promotion board.

8.6. Promotional Board Recommendation: The Promotion Board shall submit up to three (3) of the certified candidates, as ranked by the Promotion Board, to the Personnel Director.

8.7. Personnel Director Decision: The Personnel Director may interview each of the candidates in order of ranking. Should the Personnel Director find a candidate to be

acceptable, no further interviews shall be necessary and the candidate may be appointed by the Personnel Director.

8.8. Notification: All applicants shall be notified by letter as to their personal success as an applicant or candidate.

8.9. EMS Personnel are not eligible for Suppression Personnel promotions.

ARTICLE 9 – EVALUATION PROCEDURE

9.1. Evaluations shall be performed on all Employees annually.

9.2. Evaluations for Suppression Personnel shall be performed by each person's immediate superiors (i.e., Firefighters by Lieutenants, Lieutenants by the Assistant Chiefs). EMS Personnel shall have their performance evaluations conducted by the Fire Chief in consultation with the Assistant Fire Chiefs.

9.3. Firefighters shall be evaluated by their shift Lieutenant in consultation with the shift Assistant Chief, and Lieutenants by their shift Assistant Chief in consultation with the Fire Chief.

9.4. The Chief reserves the right to review and make comments on all Employee evaluations.

9.5. The evaluators will schedule individual meetings with the Firefighters they evaluate, at which time they will supply each Firefighter with a copy of his/her evaluation and discuss the evaluation with the Firefighter. The Firefighter will be encouraged to make comments either written or orally, and to then sign the evaluation.

9.6. If specific negative reports or language are included in an evaluation, specific goals for improvement will be discussed with the Employee, and specific measurable benchmarking will be included for consideration in the next evaluation, whenever possible.

9.7. The Lieutenants' evaluations shall be similar to the process described in part 9.5 of this Article, except that the evaluations shall be performed by the Lieutenant's shift Assistant Chief. All other parts of this Article shall be applicable.

9.8. The Employer shall keep a copy of each Employee evaluation in the Employee's personnel file.

ARTICLE 10 – CLOTHING AND BEDDING

10.1. Work Uniforms: Work uniforms will be blue and will meet or exceed the most current edition of NFPA 1975 Standard for Station Uniforms for Firefighters. Employees agree that this will be the only type of work uniform permitted. Four (4) sets

of uniforms shall be issued to each new Employee when hired and these four sets of uniforms shall be maintained and replaced if they are accidentally damaged in the line of duty as prescribed by the Chief. EMS Personnel shall wear the same uniform as Suppression Personnel.

10.2. Protective Equipment: Protective equipment will be provided to all Suppression personnel, which shall comply with state law and meet or exceed ANSI, NIOSH, and NFPA standards. EMS Personnel shall be issued protective turnout style gear, helmet, and gloves, however this gear need not be listed for structural firefighting. EMS Personnel that are certified by the Chief of Department to work suppression duties shall also be issued appropriate structural firefighting turnout gear.

10.3. Bedding: The Employer agrees to furnish the Fire Department with beds, blankets, sheets, and pillow cases as needed, and to be responsible for cleaning the same. These items are to be stored separately from the linens and blankets in service for the ambulance use. EMS Personnel shall be provided a bed and locker in an appropriate room for use as needed.

10.4. Kitchen Supplies: The Employer agrees to furnish the Fire Department with all kitchen supplies and equipment as determined by the Chief and approved by the City Manager (food excepted).

10.5. Uniforms:

• 10.5.1. The Employer agrees to provide the following:

2 winter shirts	2 nomex hoods	2 badges
2 summer shirts	1 three season jacket	1 fire helmet
2 sets collar brass	1 pr. Leather fire boots	1 bunker pants
2 pr. fire gloves	1 pr. work shoes	2 name tags
1 fire coat	EMS jacket/Pants	1 "Job" shirt in the fall
1 pr. work boots	4 pairs of pants/shorts	

The Employer shall provide (2) 100% cotton "T" shirts in the fall and in the spring. They will have "Rockland Fire/EMS Department" and/or optionally assigned company somewhere on the shirt. Any approved item above may be substituted for gym style shorts or workout pants. The substituted items will have the "Rockland Fire/EMS Department on the clothing.

• 10.5.2. Personal protective equipment: The Employee shall be permitted to purchase personal protective equipment, including "New Yorker" style helmets, for use in performing his/her duties so long as it meets NFPA guidelines and is approved by the Fire Chief as to compliance, color, features, etc.

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10.6. Item replacement: All items in section 10.5.1 will be replaced on an as needed basis as determined by the Fire Chief and when such items are turned in for inspection or claimed to be lost in the line of duty.

10.7. Shoes and boots: The quality of work shoes and leather boots will be agreed upon by the Employer and the Employees.

10.8. Employer responsibility: The Employer shall bear the cost of cleaning and replacement of any personal clothing or any other personal items lost, stolen, damaged or destroyed due to unusual circumstances which occur while the Employee is performing in the line of duty, subject to the following limitations. Employer's cost for replacing boots, helmets and other clothing and gear shall be limited to the Employer's own usual and ordinary expense for the item, irrespective of the cost to Employee, or if not an item supplied or purchased by the Employer to the cost for a functional substitute, irrespective of the premium quality or model of the item actually damaged. Employer shall not be responsible for repairing or replacing personal cell or smart phones, unless Employee is explicitly required by Employer to use such personal phone for work purposes, in which instance the Employer's cost shall be limited to the cost for a functional substitute irrespective of the premium quality or model of the damaged phone.

ARTICLE 11 – DUTIES

11.1. Suppression Personnel duties: Protection of life and property, control and extinguishment of fires, fire prevention, training, minor maintenance of fire equipment and apparatus, the daily routine of fire station upkeep, and ambulance service, according to the City of Rockland, State of Maine.

11.2. EMS Personnel duties: Shall include, but is not limited to EMS calls within the City of Rockland; EMS response to fire and other emergency calls requiring EMS within both the primary and secondary response areas; Station duties, including cleaning and maintenance of the EMS apparatus and the quarters; EMS billing preparation; EMS paperwork and reporting; EMS licensure tracking; HIPPA (Privacy Law) compliance; Infection control assistance; initial accountability recorder at structural fires and other emergency incidents; and Fireground duties, commensurate with the level of training.

11.3. Other and Outside Work: Within their knowledge, skills and aptitudes, Employees shall also perform "outside duties" in this and other City departments under the following limitations and conditions.

- 11.3.1. They shall not be assigned to work in another City department, when such assignment would displace Employees in such other department.
- 11.3.2. They shall not be assigned to "other duties" when same would neglect duties in Section 11.1 above.
- 11.3.3. Such "outside duties" shall not be assigned to industrial or major construction projects.
- 11.3.4. When performing work under section 11.3, Employees shall be paid in place of their regular firefighter pay as follows: the average hourly rate for building

construction (SIC 15) categories as contained in bulletin BLS for the previous year of Maine Department of Labor (Bureau of Labor Standard - Research and Statistics Division) for Maine Construction Wage Rates. The Electrician shall be paid at the same rate as the Mechanic. In the case of overtime, the firefighter shall receive the greater of the firefighter rate at time and one half (1 1/2) of the straight rate for the building construction categories.

- 11.3.5. Lawn care and garbage disposal shall be performed by others.

ARTICLE 12 – COURT DUTY

12.1. Compensation jury duty: Any Employee of the Fire Department who is called to serve on the jury shall be paid the difference of his jury pay and his regular pay by the Employer, unless the jury duty pay exceeds his regular pay.

12.2. Compensation witness: Any Employee obeying a subpoena for a criminal matter which is job related shall be paid the difference in his pay while he is legally required to be present in court, when his presence is not required, he shall work his regular duty shift.

12.3. Call back: Any Employee, who as a result of an occurrence that took place at any given time, while acting in official capacity, is subpoenaed to court on his scheduled day off, shall be compensated as described in Article 32, Call Back.

12.4. Uncompensated witness: No Employee shall receive compensation in this article if the City is taking legal action against that Employee and the reason for the subpoena is relative to the legal action the City is taking against the Employee.

ARTICLE 13 – INDEMNIFICATION

13.1. Indemnification: The Employer agrees to provide liability insurance for its Employees and to indemnify its Employees, subject to the limitations and requirements of the Maine Tort Claims Act and pursuant to Council Order #161 dated 5 November, 1985 as attached in **Appendix A**.

ARTICLE 14 – WORK SCHEDULE

14.1. Suppression Personnel Work Schedule: The work schedule will be as follows: twenty four (24) hours on duty and forty eight (48) hours off duty, with an average of fifty six (56) hours per week.

14.2. EMS Personnel Work Schedule: EMS Personnel shall work forty two (42) hours per week under a schedule established by Employer. Employer may alter such work schedule, provided that schedule alterations within fourteen days of such alteration shall be mandatory only if acceptable to the affected Employee(s).

ARTICLE 15 – SUBSTITUTION

15.1. Permission from Officer: The right to substitute at any time, for the convenience of the Employee, may be permitted; provided, however, that permission to substitute on any shift shall be obtained from the officers affected by the substitution.

15.2. Written agreement: All substitutions will be a written agreement signed by the Employees involved and their respective shift officers. TBA shift swaps must be repaid within one year; after one year, the shift swap must be repaid on the next available duty date.

15.3. Exception: Statements for substitutions shall be made out forty eight (48) hours in advance, unless given special permission by the Chief or the Senior Acting Officer in the Chief's absence.

15.4. Non-report: Non-reporting for duty in reference to a swap will be charged to the individual who was to report to duty per the swap document in the same manner as Employees are now charged for non-reporting.

15.5. EMS Personnel and Suppression Personnel may swap time provided there is a minimum of three suppression personnel on duty and the EMS Personnel requesting the swap has been certified by the Chief of Department to temporarily fill a suppression position. Employees shall not become entitled to overtime pay or earn compensatory time by swapping time, but shall remain eligible for overtime or comp time if available.

ARTICLE 16 – BEREAVEMENT

16.1. Suppression Personnel: Suppression Personnel shall be entitled to bereavement leave for the purpose of attending the funeral and assisting with family arrangements, with pay and at no charge to sick or annual leave, as follows:

- 16.1.1. Immediate Family Members: Two work days (48 hours) shall be allowed to an Employee in the event of the death of the Employee's spouse, domestic partner, child, mother, father, brother, sister, or other member of the Employee's immediate household.
- 16.1.2. Extended Family Members: One work day (24 hours) shall be allowed to an Employee in the event of the death of the Employee's grandparent, brother-in-law, sister-in-law, mother-in-law, or father-in-law. One work day (24 hours) shall be allowed to an Employee in the event of the death of Employee's aunt, uncle, niece, nephew, stepmother or stepfather that did not provide significant care or any other relative , when such relative is living in the same household as employee.
- 16.1.3. Extended leave: In addition, the Chief or Senior Acting Officer, in the Chief's absence, may grant consideration where distance or unusual circumstances are a factor, and this shall not affect sick or annual leave.

16.2. EMS Personnel: EMS Personnel shall be entitled to bereavement leave for the purpose of attending the funeral and assisting with family arrangements, with pay and at no charge to sick or annual leave, as follows:

- 16.2.1. Immediate Family Members: Three (3) work days In the event of the death of an Employee's spouse, domestic partner, child, mother, father, brother, sister, or other member of the Employee's immediate household .
- 16.2.2 Extended Family Members: One (1) work day in the event of the death of the Employee's grandparent, brother-in-law, sister-in-law, mother-in-law, or father-in-law. One (1) work day shall be allowed to an Employee in the event of the death of Employee's aunt, uncle, niece, nephew, stepmother or stepfather that did not provide significant care or any other relative , when such relative is living in the same household as employee.

ARTICLE 17 – MILITARY LEAVE

17.1. Compensation: Any recognized Employee who is a member of the National Guard or any branch of the Armed Forces of the United States and is required to undergo field training, shall be allowed a leave of absence with pay for the period of such training, but not to exceed two (2) weeks in any one year. The amount of this compensation shall be the difference between his base military pay and his regular weekly wages as an Employee of the City. If the Employee's compensation by the military is equal to or greater than his regular weekly wages, no additional City payment will be made.

17.2. Notice: All Employees who take military leave, in accordance with this article, shall notify the Chief at least two (2) weeks prior to the date they will be required to depart, unless they are given less than two (2) weeks' notice, in which case they shall notify the Chief as soon as possible.

17.3. Vacation: The use of this military leave will not be the basis for the unreasonable denial of another Employee's right to the use of his vacation privilege within the same time period.

ARTICLE 18 – SICK LEAVE

18.1. Accumulation:

- 18.1.1. Suppression Personnel: Sick leave shall be accrued at the rate of one (1) day, 24 hours, for each full calendar month of employment.
- 18.1.2. EMS Personnel: Sick leave shall be accrued at the rate of one(1) day, 12 hours, for each full calendar month of employment.

18.2. Accumulation maximum:

- 18.2.1. Suppression Personnel: Sick leave may be accumulated to a maximum of one hundred thirty two (132) days, or 3,168 hours.

- 18.2.2. EMS Personnel: Sick leave may be accumulated to a maximum of one hundred and thirty-two (132) days, or 1,584 hours.

18.3. Hourly increments: Sick leave is to be used as per other City Employees, one (1) for one (1). Sick leave may be taken in hourly increments.

18.4. Illness or injury: Sick leave shall be granted for personal illness or injury which renders the Employee unable to perform the duties of his employment.

18.5. Family members:

- 18.5.1. Suppression Personnel: Up to two (2) consecutive work days, 48 hours, shall be granted for attendance to immediate family members whose illness or injury requires the care of that Employee. This two day leave shall not be granted more than twice annually.

- 18.5.2. EMS Personnel: Up to two (2) consecutive work days, 24 hours, shall be granted for attendance to immediate family members whose illness or injury requires the care of that Employee. This two day leave shall not be granted more than twice annually.

18.6. Notice: The Employee shall notify the senior officer on duty prior to the start of the shift. (City agrees to comply with HIPPA regulations).

18.7. Physical certification: The Chief or City Manager may require a physician's certificate for the following reasons:

- (a) Upon the use of a second consecutive sick day.

- (b) Absences in any twelve (12) month period totaling ten days or more where the Chief or the City Manager, after discussing the situation with the Employee, is not satisfied that the absenteeism is justified.

- (c) Engagement in other employment or social activity when using a sick day, or on either off day between two sick days.

- (d) When a pattern exists which indicates the abuse of sick leave benefits.

- 18.7.1. The physician's bill for such a certificate will be paid for by the Employer if the physician certifies that the Employee was at the time of use of sick leave unable to perform his duties. If the physician does not so certify, the Employee shall be subject to punitive action and be responsible for the bill.

- 18.7.2 Employees whose absenteeism exceeds twelve (12) days per year shall be reviewed as to their physical fitness to perform their duties and may, at the Employer's expense, be required to pass a physical examination and be certified as physically fit to do their job by a physician mutually agreed upon, who must consult with

the Employee's physician. Excessive absenteeism, when unjustified, will be cause for progressive discipline and, if uncorrected, may lead to dismissal.

18.8. Conversion to pay:

- 18.8.1. Suppression Personnel: If an Employee uses no sick leave between July 1 and October 31, the Employee shall receive eighteen (18) hours pay. If an Employee uses no sick leave between November 1 and February 28, the Employee shall receive 18 hours pay. If an Employee uses no sick leave between March 1 and June 30, the Employee shall receive 18 hours pay. It is the responsibility of the individual to request the day s pay. During the same periods, if an Employee uses no more than one (1) sick day, the Employee shall receive nine (9) hours of pay.

- 18.8.2. EMS Personnel: If an Employee uses no sick leave between July 1 and October 31, the Employee shall receive nine (9) hours pay. If an Employee uses no sick leave between November 1 and February 28, the Employee shall receive nine (9) hours pay. If an Employee uses no sick leave between March 1 and June 30, the Employee shall receive nine (9) hours pay. It is the responsibility of the individual to request the day's pay. During the same periods, if an Employee uses not more than two (2) sick days, the Employee shall receive four and one-half (4.5) hours of pay.

18.9. Pool: There shall be a sick leave pool developed. This pool will accumulate time from the personnel who have accumulated their maximum amount of sick leave allowable. Further, anyone who would like to donate sick leave to another person, if the pool is depleted, shall be allowed to do so.

18.10. Report: The Employee will be provided with a report of sick leave and vacation leave on his or her pay stub.

18.11. Travel: Sick leave may not be granted to an Employee who is away from home, unless the reason for such absence is travel or delay in returning home occasioned by seeking medical care. All employees are expected to remain at home to recover while utilizing sick time, except for travel necessary to seek evaluation, care, medications, or necessities.

ARTICLE 19 - UNUSED SICK LEAVE

19.1. Retirement: When an Employee retires, and if he is immediately eligible for retirement benefits under the Maine State Retirement System, that Employee shall be entitled to receive an amount equal to his wages at the time of such retirement of one-half (1/2) the number of days of unused sick leave to a maximum of sixty-six (66) days. An Employee shall notify the City Manager by November 1 of the year prior to retirement. If no notification, payment may be withheld until the following budget year. This does not apply if the Employee retires for medical reasons.

19.2. Death: In the event of the death of an Employee before retirement, 100% of that Employee's accrued sick leave shall be paid to the Employee's estate (based upon the Employee's wages at the time of death).

19.3. Good standing: If an Employee voluntarily leaves employment with a two (2) week written notice in advance of the last day worked, one half (1/2) of the accumulated unused sick leave shall be paid to them upon termination.

19.4. Separation, Non-Employment Related Injury: If an Employee terminates employment due to permanent non-employment related injury or medical disability which permanently prevents him from continuing his employment, then upon termination of employment he shall be paid one-half (1/2) of the number of days that he has accumulated.

19.5. Family Medical Leave Act: The Family Medical Leave Act of 1993 entitles eligible Employees to take up to twelve (12) weeks of unpaid protected leave each year for specified family and medical reasons. Specific examples include the birth or placement of a child for adoption or foster care; to care for a spouse, child, or parent with a serious health condition; or to take medical leave when the Employee is unable to work because of a serious health condition.

(See Family and Medical Leave Act of 1993 for detailed provisions)

ARTICLE 20 – PENSION

20.1. Vested: Employees will be entitled to retire after twenty five (25) years of accumulated municipal service at two thirds (2/3) pay without regard to age. Employees who are eligible for military credits under the provision of the State of Maine Retirement System will be authorized to purchase these credits upon confirmation of eligibility.

20.2. Yearly increase: The Employer agrees to provide the Employees who have retired under the Maine State Retirement System an annual cost of living increase.

ARTICLE 21 – WORKERS' COMPENSATION

21.0. Applicable Law: The entitlement to and payment of workers compensation benefits is governed by Maine law, in Title 39-A of the Maine Revised Statutes. The provisions of Title 39-A, as interpreted by the Law Court, shall prevail if inconsistent with any of the provisions of this Article.

21.1. Wages and benefits: In the event that an Employee suffers an injury in the course of his employment and therefore qualifies for Workers' Compensation the Employee will continue to receive from the City his normal base wage and benefits for a period of time not to exceed twelve (12) months that the Employee is not able to work because of such injury.

21.2. Retained wages: Benefits paid by Employer's Workers' Compensation insurer to an Employee with a work-related injury, up to and including the equivalent of the wages paid to the Employee for the same time period, will immediately be paid by such injured Employee to the City, provided that any The amount by which the Workers' Compensation benefits paid to the Employee exceed the Employee's normal wages paid by the City will be retained by the Employee in accordance with Workers' Compensation Law.

21.3. Employee's choice: An Employee who wishes to receive and retain Workers' Compensation benefits directly from the City's Workers' Compensation insurer rather than as outlined in the preceding paragraph may do so in lieu of receiving their normal base wage.

21.4. City wages end: If the Employee continues to be unable to work after the twelve 12 month period, the Employee will receive the appropriate Workers' Compensation benefits directly until the Employee returns to work or ceases employment status.

21.5. Certification, fitness for duty: At any time after 60 days on Workers' Compensation benefits the Employer may require certification from the Employee's physician as to the expected date of return to full duty. The Employee shall supply this certification within thirty (30) days or may be terminated.

21.6. Settlement: Employee settlements with a third-party, such third-party's insurer, or Employee's or the City's uninsured motorist coverage insurer, for compensation for bodily injury sustained by the Employee as a result of such third-party's negligence or other fault and arising out of and in the course of Employee's employment by the City shall be subject to the provisions of 39-A M.R.S. § 107. Employee shall not be liable to the City for more than the amount of settlement.

21.7. Retirement allowance: In any case where an Employee recognized by this agreement retires under the Maine State Retirement System on a regular or disability retirement allowance, and the Employee's three highest years of earnings include Workers' Compensation benefits, the City shall certify the amount of Workers' Compensation benefits paid to that Employee in writing to the Maine State Retirement System. The affected Employee shall have the opportunity to pay the appropriate percentage payment based upon the Workers' Compensation benefits received and have the creditable service counted towards his retirement.

21.8. Quarantine: Contagious and Communicable Diseases:

- 21.8.1. Employees undergoing enforced quarantine arising from a work-related exposure or risk and established by a State or local health official (including, but not limited to, an authorized medical director or physician at Penobscot Bay Medical Center) shall not be charged to annual sick leave or vacation leave. Employees shall receive their regular pay while in quarantine.

- 21.8.2. Tests: Any testing recommended by a qualified physician due to a potential, work-related exposure to a disease shall be paid for by the City.

ARTICLE 22 – GRIEVANCE COMMITTEE / PROCEDURE

22.1. Election: The Grievance Committee shall be a permanent standing committee of the Association, whose membership shall be composed of such persons as may be elected by the Association, provided that they have been permanent members of the department for at least two (2) years. The Association shall promptly notify the Chief of the membership of said Committee and any changes therein.

22.2. Grievance Process:

Step 1: An aggrieved firefighter shall present a grievance in writing within thirty (30) days of its occurrence to the President of the Association who shall submit same to the Grievance Committee.

Step 2: The Grievance Committee shall investigate all grievances submitted and shall make every effort to resolve the grievance in a just and peaceful way.

Step 3: Within thirty (30) days, the Committee shall:

(a) Dismiss the grievance in writing, or

(b) Submit the grievance in writing to the Chief. The Chief shall render a decision in writing within five (5) working days to the Chairperson of the Grievance Committee.

Step 4: If the decision of the Chief is not satisfactory to the Grievance Committee, the Grievance Committee may within ten (10) days of the Chief's decision file an appeal in writing to the City Manager. The City Manager shall conduct a hearing within ten (10) working days, which may be tape recorded at the request of either party and thereafter the City Manager shall respond in writing within ten working (10) days.

Step 5: If the decision of the City Manager is not satisfactory to the Grievance Committee, the Grievance Committee may file a Notice of Intent to Arbitrate within fifteen (15) days.

ARTICLE 23 – ARBITRATION

23.1. Contract arbitration: Contract arbitration shall be in accordance with Title 26, Chapter 9-A, of the Maine Revised Statutes as amended and arbitration under the grievance clause shall be as follows:

- 23.1.1. Grievance: In the event that the Rockland Professional Firefighters Association and the City are unable to resolve the issue or issues of a grievance, then the same shall be submitted to arbitration.
- 23.1.2. Arbitration Board Composition: The Rockland Professional Firefighters Association and the Corporate authority shall make a written application to the Maine Board of Arbitration and Conciliation requesting that they appoint three (3) impartial arbitrators who are citizens of Maine and domiciled in Maine to hear the issues of grievance and that a unanimous decision of said three (3) arbitrators shall be final and binding upon all parties.
- 23.1.3. Costs shared equally: Fees and necessary expenses of arbitration shall be borne equally by the Rockland Professional Firefighters Association and the City.

ARTICLE 24 – PRIOR PRACTICE

24.1. Prior practice: Nothing in this agreement shall be construed as abridging any right or benefit that the Employees enjoyed heretofore unless it is specifically superseded by a provision of this agreement, or unless said benefit is changed by mutual consent.

24.2. Conflict With Rules: Prior practice rights under Sec. 24.1 are not available where the prior practice is inconsistent with a properly adopted rule, regulation, ordinance, or applicable law.

ARTICLE 25 – PHYSICAL FITNESS

25.1. Policy: The Employees agree to a reasonable physical fitness program policy, participation in which shall be subject to the provisions of Title 39-A, Maine Revised Statutes, and the grievance procedure established in this Agreement.

25.2. Physical Agility Requirements: All Rockland Fire Department employees, inclusive of career and call division personnel, hired after July 1, 2006, shall be subject to physical fitness/agility testing deemed appropriate for the requirements of the performance of the job for which they are to be hired. Additionally, said employees shall be subject to periodic testing and compliance throughout their employment with the Department. The details of these programs, including the composition of the pre-employment and on-going testing, intervals for on-going testing, assistance in meeting the on-going testing requirements, as well as sanctions for not meeting the on-going requirements shall be determined by the Labor Management Committee and approved by the City's Personnel Director. The programs developed shall be in accordance with any and all applicable state and federal laws and regulations.

ARTICLE 26 – PROBATION

26.1. One year: Appointments to all positions, in the first instance, shall be for a probationary period of one (1) year.

26.2. Union membership: New Employees will not be eligible for Union membership until they have been employed for six (6) months.

26.3. Dismissal: Probationary Employees during their first year of employment with the department may be dismissed by the City without cause during the first six months, and with cause without a prior disciplinary action in months seven through twelve of employment.

ARTICLE 27 – RESIDENCY

27.1. Radius: Employees shall reside within 22.1 miles from the Fire Station.

27.2. Island prohibited: The permitted residency radius shall include no island.

27.3. Probationary Employees: Probationary Employees who do not reside within the residency radius at the time of their (later successful) application for employment are excused from the residency radius requirements imposed under this Article in their first eighteen (18) months of employment with the department.

27.4. [Reserved.]

27.5. Waiver. Only the City Manager shall be empowered to grant a waiver of the requirements or time limitations imposed by this Agreement, pursuant to Rockland Code, Ch. 2, Art. XII, Sec. 2-1207).

ARTICLE 28 – DISCIPLINARY PROCEDURES

28.1. Written notice: Except as provided in Article 26 of this Agreement, all suspensions and discharges shall be for a just cause (including but not limited to violation of any rules adopted as provided in this agreement) and written notice of the reason for discharge or suspension shall be stated and given to the Employee affected within five (5) days after the effective date of such disciplinary action.

28.2. Grievance procedure: All disciplinary procedures (except against probationary Employees in their first year of employment with the department) shall be subject to the grievance procedures if the Employee or Union feels the action is not lawful, or not justified under the Rockland Code or Department Rules or Regulations.

ARTICLE 29 – VACATIONS

29.1. One To Five Years' Service. Employees shall be entitled to paid vacation after one (1) year of continuous employment in the Department as follows:

29.1.1. Suppression Personnel: One hundred forty-four (144) hours;

29.1.2. EMS Personnel: Eighty-four (84) hours.

29.2. Five To Ten Years' Service. Employees shall be entitled to paid vacation after five (5) years of continuous employment in the Department as follows:

29.2.1. Suppression Personnel: Two hundred sixteen (216) hours;

29.2.2. EMS Personnel: One Hundred Twenty-Six (126) hours.

29.3. Ten To Twenty Years' Service. Employees shall be entitled to paid vacation after ten (10) years of continuous employment in the Department as follows:

29.3.1. Suppression Personnel: Two hundred eighty-eight (288) hours;

29.3.2. EMS Personnel: One Hundred Sixty Eight (168) hours.

29.4. Twenty Or More Years' Service. Employees shall be entitled to paid vacation after twenty (20) years of continuous employment in the Department as follows:

29.4.1. Suppression Personnel: Three hundred sixty (360) hours;

29.4.2. EMS Personnel: Two Hundred Ten (210) hours.

29.5. Carry over: Vacation may be accumulated up to twice the amount of vacation that an individual is entitled to receive in one (1) year, to a maximum of 576 hours accumulated, provided that the Fire Chief's consent shall be required for any Employee to use more than four weeks of accumulated vacation time consecutively.

29.6. Holidays; Maximum Per Shift: In the event an Employee takes a vacation in a full week increment that includes a holiday, the Employee shall be allotted an extra day. No more than two (2) Employees may schedule and take vacation per shift at one time. An extra duty day in a week will not be the basis for denying a vacation week to another Employee.

29.7. Notice: Vacation days must be taken in daily or weekly increments. Employees must give forty eight (48) hours' notice or be given special permission by the Chief or Senior Acting Officer if the Chief is not available. No more than two individuals per shift may take a vacation day on any one given day.

29.8. No penalty: If a Fire Suppression Employee takes a full week's worth of vacation during a week in which he/she is scheduled to work two days, only those number of hours shall be deducted from the Employee's vacation time allotment.

29.9. Parity: Should the City Ordinance be amended during the life of this agreement to provide more vacation benefits than are stated herein, then such improvements shall automatically become effective for the Employees covered by this agreement.

29.10. Probation: In the event of dismissal of an Employee for cause, or if an Employee voluntarily leaves his employment, said Employee shall be entitled to vacation pay prorated on credits earned in the calendar year in which the Employee is dismissed or voluntarily leaves.

29.11. Good standing: Employees who are separated in good standing, or retire from this department and who have accrued vacation time to their credit at the time of such separation or retirement, shall be paid the wages equivalent to the accrued vacation, provided the Employee submits a written notice fourteen (14) days in advance of his last day of actual work.

29.12. All Personnel shall be considered to be on vacation commencing at the time they leave their scheduled shift until their return for their next scheduled shift.

29.13. Lateral transfers between Suppression Personnel and EMS Personnel shall result in the Employee's accrued vacation time being applied to the position to which he or she is transferring.

ARTICLE 30 – HOLIDAYS

30.1. Holidays: The following days shall be considered paid holidays:

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

30.2. Pay: Said holidays shall be termed as paid holidays for Employees and they shall receive in addition to their regular pay, eighteen (18) hours pay for Suppression Personnel and 9 hours pay for EMS Personnel for each holiday, said holiday to be paid to the Employees in the pay period covering the week in which the holiday occurred.

30.3. Parity: At such time as the City amends the ordinance providing for additional holidays, the Union contract shall be deemed to have been amended to reflect such additional holidays.

ARTICLE 31 – OVERTIME

31.1. Work or training performed in the excess of the scheduled fifty-six (56) hours for Suppression Personnel or forty-two (42) hours for EMS Personnel in the average week will be compensated at a minimum of one and one half (1 1/2) times the Employee's regular hourly rate. Members called to work overtime, which are not covered by detail pay, shall be compensated for a minimum of two (2) hours, at their overtime rate.

31.2. "Overtime" shall mean any pre-scheduled overtime opening, emergency overtime opening, or scheduled detail, whether voluntary or forced.

31.3. Employer shall maintain a list of Employees eligible to work overtime – the "Overtime List" – the order of which shall be established by the date and time at which

each Employee was most recently offered overtime on a voluntary basis. The Employee who has not been offered overtime for the longest time shall appear at the top of the list, and the Employee who was most recently offered overtime shall appear at the bottom of the list. The Overtime List shall not be affected by company recalls.

31.4. When Employer determines that the work schedule will require overtime work by an Employee, the Employer shall offer such overtime to the Employee whose name then appears at the top of the Overtime List. All overtime shall be scheduled with Employees in reference to the Overtime List as of the date it is determined that overtime work is needed; the date of the overtime work itself shall not control the use of the overtime list for scheduling overtime.

31.5. When Employer needs to schedule multiple shifts or other periods of overtime, the person then at the top of the Overtime List shall be given first choice among the available shifts / periods of overtime, and then moved to the bottom of the list. The remaining shifts or other periods of overtime shall be scheduled in the same manner in reference to the Overtime List.

31.6. Employer shall have fulfilled its responsibility to offer overtime to the Employee at the top of the Overtime List when an officer attempts to contact the Employee at the phone number provided. Employees who decline the overtime, or who fail to answer their phone or are otherwise unavailable shall be moved to the bottom of the Overtime List.

31.7. In the event that the work necessitating the scheduling of overtime is no longer needed or is cancelled prior to 48 hrs. before the scheduled overtime, the Employee scheduled to perform the overtime work shall return to the top of the Overtime List, but all other Employees' relative positions on the list shall remain as they stand. Overtime shall not be cancelled within 48 hrs. of the scheduled start time, but the Employee may opt not to work.

31.8. In the event that no Employee on the Overtime List agrees, after being contacted in conformance with Sec. 31.5, to accept the offered overtime, Employer may, in its sole discretion, impose the overtime on one or more Employees as a condition of employment. For that purpose, Employer shall establish and post a separate list for mandatory overtime, which shall be called the Forced Overtime List. The order in which Employees are listed on the Forced Overtime List shall be determined by the Employees' respective total overtime hours in the preceding year as of July 1, 2015, in reverse order: the Employee with the fewest overtime hours in the preceding year shall be listed first on the Forced Overtime List, and the Employee with the most hours at the bottom of the list. Unless the overtime constitutes an emergency, Employer may compel the Employee at the top of the list to serve the mandatory overtime, irrespective of whether initial contact is made pursuant to Sec. 31.5, unless the Employee, at the time of the overtime shift or other period, is on scheduled leave, already on duty, at Employer-sanctioned training, or on extended sick leave (sick leave extending beyond one shift). Upon being scheduled for mandatory overtime, the Employee at the top of

the Forced Overtime List shall be moved to the bottom of the list. No employee may be called in to serve forced overtime with less than eight (8) hours' notice; however, on-duty personnel may be required to stay to serve forced overtime with less than eight (8) hours' notice. New personnel shall be placed at the top of the Forced Overtime List upon their completion of their probationary requirements.

ARTICLE 32 – CALL BACK PAY

32.1. Two hours: Employees covered by this agreement, who are called back during emergencies or other department activities, shall be compensated for at least two (2) hours at one and one half (1 1/2) times their normal hourly rate between the hours of 0600 and 2300. Employees who are called back between the hours of 2300 and 0600, or at any time on a holiday, shall be compensated for at least three (3) hours at one and one half (1 1/2) times their normal hourly rate. Members who respond to company recalls via the paging system shall be considered as having been called back.

32.2. Special work details: Employees who work pre-scheduled special work details, such as public events, shall receive a minimum of four (4) hours of pay at one and one half (1 1/2) times their normal hourly rate. The Employer and/or outside organizations may hire outside Employees for special details when not enough bargaining unit members are available or accept the detail work.

32.3. Hold Over Pay. In the event an Employee is required to work beyond their normal shift, they will be compensated at a rate of one and one half (1 1/2) times their hourly rate in one half (1/2) hour increments.

ARTICLE 33 – INSURANCE

33.1. Life Insurance: The Employer agrees to provide Employees with Group Life Insurance and Survivor's Benefits as provided under the Maine State Retirement System.

33.2. Disease coverage: The Employer agrees to provide contagious and communicable disease coverage to Employees up to \$300,000 if available. In the event that it is not available, the Employer will provide coverage subject to the limitations and requirements of the Maine Tort Claims Act, and pursuant to Council Order # 161, dated 5 November 1985, as attached in **Appendix A**.

33.3. Malpractice: The Employer shall provide malpractice insurance coverage.

33.4. Medical:

- 33.4.1. Health Insurance

Regular full-time and part-time employees working thirty (30) hours or more per week are eligible to participate in the health insurance program offered by the City. Employees who work between thirty to forty (30-40) hours per week shall be eligible to receive a prorated contribution based upon a forty (40) hour work week.

The City agrees to provide medical coverage with the Maine Municipal Employees Health Trust PPO 1000 plan. As soon as reasonably possible, all unit members shall be converted to the MMEHT PPO 1000 plan. The Union recognizes that the administrators of any plan offered by the City may make changes to the benefits offered in a particular plan and/or discontinue the plan in the future.

The percentage of PPO 1000 plan, dental, and vision premium cost sharing ratios shall be:

* All Plans: 80% City / 20% Employee

Upon employee enrollment into the PPO 1000 plan, employee shall receive a longevity health insurance credit towards any weekly contributions for the purchase of City-issued health insurance based on the following:

* 19 years or greater: \$25.00 per week

Employees who do not purchase health insurance through the City are not eligible for the longevity health insurance credit. The maximum longevity health insurance credit any employee may receive is equal to the amount of payment the employee must make towards health insurance. If an employee's credit exceeds the amount owed per week, the balance is retained by the City.

The City will contribute towards a Health Reimbursement Arrangement ("HRA") for each employee enrolled in the PPO 1000, as follows:

- Single: \$2,300.00
- Employee & Child: \$4,600.00
- Family: \$4,600.00

However, each employee will be responsible for the first dollars applied to the deductible as follows:

- Single: \$200.00
- Employee & Child: \$400.00
- Family: \$400.00

Effective the date of the PPO 1000 implementation, the City will increase wage scales by 2% and members of the unit will be adjusted accordingly.

Any unused HRA funds that remain at calendar year end will revert to the City.

The City agrees to meet with the Union to review the coverage provided by a medical insurance carrier prior to making any changes in the current medical insurance carrier. The purpose of such meeting will be to review the plan offered by the new carrier to ensure equivalent benefits are maintained. The final decision regarding the medical insurance carrier is vested with the City.

If the parties agree the benefits are equal, a Memorandum of Agreement so indicating shall be signed. If the Union does not agree the benefits are equal, it reserves the right to pursue the matter as a grievance.

The City shall allow eligible unit members to join, or remain with, current insurance provided that the following provisions are met. First, that the City Council determines that retirees are adequately covered with comparable health insurance coverage as offered by the Maine Municipal Employees Health Trust or insurance offered at the time. Second, that the aggregate cost to join the insurance is equal to or less than the City's cost of the Maine Municipal Employees Health Trust PPO 1000 plan or substitute plan offered at the time.

- 33.4.2. Health Insurance Stipend

The City will offer stipends for eligible employees who do not participate in the City's health insurance to the fullest. Stipends are on an annual basis and do not become part of the employee's wages. Stipends are subject to all applicable federal and state taxes and Maine State Retirement. Stipends are pro-rated on a monthly basis and will be paid to the employee through payroll on the last pay week of each month that the employee qualifies. Employees are not provided stipends for dropping dependents that are no longer eligible for health insurance coverage under the City's group plan. Employees who qualify for a stipend by dropping the City's health insurance for themselves or dependents (eligible for health insurance coverage with the City) must be able to demonstrate that they or their dependents have other health insurance coverage. Stipends will not be implemented until verification of insurance is provided to the City.

Stipends are as follows:

An employee, with no dependents eligible for the City's health insurance, who does not take coverage for himself, shall receive:

\$1,000.00 per year

An employee, eligible for Employee/Child coverage, who drops the child coverage, reverting the employee to single coverage, shall receive:

\$ 800.00 per year

An employee who drops his coverage and child coverage, and therefore is not covered on the City's insurance, shall receive:

\$1,800.00 per year

An employee who has a spouse eligible for family coverage on the City's insurance and does not cover the spouse, shall receive:

\$ 600.00 per year

An employee who has dependents eligible for family coverage on the City's health insurance and does not cover those dependents (employees would have single rate coverage), shall receive:

\$1,200.00 per year

An employee along with dependents who are eligible for family coverage on the City's health insurance, and does not cover himself and dependents shall receive:

\$2,200.00 per year

An employee whose spouse works for the City, and both qualify separately for the City's health insurance (the stipend will be paid to the employee who is not the contract employee on the health insurance), shall receive:

\$ 600.00 per year

- 33.4.3. Section 125 Plan

The City shall offer a Section 125 Flexible Benefits Plan to eligible employees and pay the administrative costs of the plan.

33.5. Dental: The Employer shall provide a dental coverage under the Delta Plan (Plan A, B or C) or equivalent to the Employees and their dependents.

33.6. Cost share: The Employer agrees to participate in the above insurance as follows:

* All Plans: 80% City / 20% Employee

Employees will be treated as a group.

ARTICLE 34 – EDUCATIONAL INCENTIVE

34.1. Compensation: Educational incentives shall be calculated into the hourly rate.

34.2. Leave with pay: The Employer, when approved by the Chief, will grant time off with pay for non-mandatory job-related education, if the Employee's absence related to that training will not result in overtime or in any additional cost to the City for replacing the Employee.

34.3. Degree pay: The City will pay only for job related degrees when not required as condition of hire as determined by the City Manager:

34.4.1. Associates Degree, \$20 per week added to base pay.

34.4.2. Bachelor's Degree, \$25 per week added to base pay.

34.4.3. Master's Degree, \$30 per week added to base pay.

34.4. City agrees to reimburse tuition expenses (based on University of Maine rates) up to six (6) credits per year, provided that the Employee maintains a grade point average of 3.0 GPA or higher.

ARTICLE 35 – MISCELLANEOUS

35.1. Lateral transfer: Career EMS Personnel may transfer to a vacant Career Suppression position and vice-versa provided the Employee meets the minimum qualifications for the position prior to the closing date of the internal job posting. These qualifications shall be adjusted and/or expanded to allow a supervisory lateral transfer if EMS supervisory positions are established in the future.

35.1.1. Qualifications for lateral transfer from EMS to Suppression are:

- (1) Firefighter II;
- (2) EMT Intermediate;
- (3) Maine Respiratory Standard; and
- (4) Hazardous Material Operations.

35.1.2. Qualification for lateral transfer from Suppression to EMS is EMT Intermediate licensure.

35.2. All lateral transfers shall be subject to an interview for the position with the Chief of Department and subject to final appointment by the City Manager.

35.3 EMS Personnel shall be tasked by the Duty Officer at callbacks and by the Incident Commander or Officer in Charge at working incidents.

ARTICLE 36 – REIMBURSEMENT / REASONABLE EXPENSES

36.1. Prior approval: The Employer agrees to reimburse Employees for authorized, work-related expenses of Employees pertaining to City or Fire Department functions (i.e., training schools, seminars, etc.). To qualify for reimbursement, the Employee must secure the Fire Chief's prior approval of the expense, and provide original receipts or other acceptable evidence of each expense.

36.2. Reimbursement of authorized work-related expenses may be as follows:

- 36.2.1. Room & board, one hundred percent (100%).
- 36.2.2. Meals and usual and customary tips, one hundred percent (100%).
- 36.2.3. Mileage at established Federal rate.

ARTICLE 37 – LONGEVITY

37.1. Longevity: Longevity pay is incorporated into the wages matrix set forth in Article 38 and appendices thereto.

ARTICLE 38 – WAGES

38.1. Base and steps: The matrix for Suppression Personnel and Lieutenants incorporates base, longevity, EMS licensure, firefighter II certification, Lieutenant's differential, education stipend, and EMS stipend into a single rate of pay, which shall be divided by 56/hrs. week to calculate the hourly rate. The matrix for EMS Personnel incorporates base, EMS licensure, longevity, education stipend, and FFII stipend into a single rate of pay, which shall be divided by 42/hrs. per week to calculate the hourly rate.

38.2 Wage matrices for Suppression and EMS Personnel are attached and incorporated herein as "**Appendix B.**"

38.3 Automatic Bank Deposits. The City agrees to continue to offer automatic deposit to any credit Union or bank that participates.

38.4 Wages.

38.4.1. Suppression Personnel. Suppression Personnel shall be entitled to wages increases during the term of this Agreement as follows:

Fiscal Year 2019: 1.0%

Fiscal Year 2020: 1.0%

Fiscal Year 2021: 2.0%

38.4.2. EMS Personnel. EMS Personnel shall be entitled to wages increases during the term of this Agreement as follows:

Fiscal Year 2019: 10%
Fiscal Year 2020: 1.0%
Fiscal Year 2021: 2.0%

ARTICLE 39 – SAFETY COMMITTEE

39.1. Safety Committee: There shall be a Safety Committee appointed by the City Manager and including an Employee representative of the Fire Department.

ARTICLE 40 – COMPENSATORY TIME

40.1 Accrual of Compensatory Time: Employees may earn and accrue compensatory time (“Comp Time”), in lieu of overtime, at a rate of one and one-half (1 ½) hours earned per hour worked, as follows. Where the option to accept compensatory time in lieu of overtime pay lies with the Employee, the Employee shall give notice of the same to the Fire Chief or senior on-duty Officer during the week in which the compensatory time is accrued.

40.1.1. Call Backs. At the option of the Employee, an Employee may accept compensatory time in lieu of overtime pay for any call back.

40.1.2. Drills. At the option of the Employee, an Employee may accept compensatory time in lieu of over time for any drill.

40.2. Use of Compensatory Time: Employees may utilize earned compensatory time by accepting time off with pay for the number of compensatory time hours earned, subject to the following limitations:

40.2.1. Compensatory time shall be applied on a first come, first served basis.

40.2.2. Compensatory time shall not be granted where it will cause the Employee to incur overtime.

40.2.3. Pre-Approval. Compensatory time may be taken only with prior approval, as follows:

40.2.3.1. Suppression Personnel: Comp time taken must be approved by the Employee’s Duty Officer, with at least twenty-four (24) hours advance notice of the request for time off.

40.2.3.2. EMS Personnel: The use of comp time must be approved by the Chief of Department or by the Duty Officer for the day that the Employee wishes to use comp time, with at least twenty-four (24) hours advance notice of the request for time off.

40.3. Payment; Maximum Accumulation:

40.3.1. Suppression Personnel: All hours over 48 shall be paid down twice a year: in the second week in June, and in the second week in December of each year. Suppression Personnel may retain up to two hundred (200) hours of compensatory time for a period of up to sixty (60) days following the pay down date. All unused days will then automatically be paid down 60 days following the pay down date.

40.3.2. EMS Personnel: All hours over 24 shall be paid down twice a year: in the second week in June, and in the second week in December of each year. EMS Personnel may retain up to one hundred (100) hours of compensatory time for a period of up to sixty (60) days after the pay down date. All unused days will then automatically be paid down 60 days following the pay down date.

40.4. Carry Over: Suppression Personnel shall be allowed to carry up to forty-eight (48) hours into the next six (6) month period. EMS Personnel shall be allowed to carry up to twenty-four (24) hours into the next six (6) month period.

ARTICLE 41 – LIGHT DUTY

41.1. Light duty: An Employee who is unable to perform the full range of regularly assigned duties as a result of an injury shall be placed on light duty assignment provided that work is available and that the modified duties conform to the physical limitations established by the physician who is treating the employee for the injury.

41.2. Duration: The amount of time and type of work allowed to be performed shall be consistent with the parameters established by a qualified physician.

41.3. Approval: Such light duty will be allowed if work is available, is assigned, and is approved by the Chief.

ARTICLE 42 – DRUG AND ALCOHOL POLICY

42.1. Policy: The City of Rockland and Local 1584, I.A.F.F., recognize that illegal drug use and the use of alcohol on duty or in close proximity to working hours poses a serious threat to the public safety and welfare, the safety, welfare and health of all department personnel and the integrity and reputation of the Fire Department. It is the goal of this policy to eliminate or absolve illegal drug usage through education and rehabilitation of the affected personnel.

42.2. Informing Employees: Employees will be provided with information concerning the effect of the use of drugs and alcohol on job performance and shall be fully

informed of the Fire Department's Drug and Alcohol testing policy, how the tests are conducted, what the test can determine and the consequence of testing positive.

42.3. Employee Testing: Employees shall not be subject to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. However, on duty Employees, who are involved in an accident while driving a City vehicle, may be tested to determine their fitness for duty at the time of said accident. In the event that a complaint is received alleging that an on duty Employee's work performance is impaired due to drug or alcohol abuse, the Chief may ask the Employee to voluntarily submit to being tested. The City will be required to keep the results of all drug and alcohol tests confidential and these results may only be released to the public with the written consent of the affected Employee.

42.4. Sample Collection: The collection and testing of samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results, or by a law enforcement officer when the sample is required in connection with a potential charge of operating under the influence. The laboratory shall be one that is certified by the National Institute of Drug Abuse, (NIDA), and all sample collection, chain of custody procedures and testing will be conducted as per NIDA Standards.

42.5. Laboratory Results: Positive test results must be competently reviewed by a physician. This action shall include conducting a medical interview with the affected Employee, review of the Employee's medical history and review of any other relevant biomedical factors to determine if the positive tests could have resulted from legally prescribed medication or other legitimate causes.

42.6. Testing Program Costs: The City shall pay for all costs involving drug and alcohol testing as well as the expenses involved in a physician's review of test results. The City shall also reimburse each Employee for time and expenses incurred in being tested. The City shall not pay for or reimburse Employee for lost time and expenses incurred, if any, arising from testing by a law enforcement officer in connection with a potential charge of operating under the influence.

42.7. Rehabilitation Program: Any Employee who is determined to have tested positive for illegal drugs or alcohol shall be medically evaluated, counseled and treated for rehabilitation. Subsequent positive testing would be subject to disciplinary measures.

42.8. Criminal conviction: Any criminal conviction as a result of positive test for drugs or alcohol use may result in disciplinary measures.

42.9. Right to Appeal: The Employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed through the grievance / arbitration procedures of this agreement.

42.10. Union Held Harmless: This drug and alcohol testing program was initiated at the request of the City of Rockland. The City assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions, application, and/or violation of any worker rights arising from said program.

ARTICLE 43 – LABOR MANAGEMENT COMMITTEE

43.1 Labor Management Committee. The Union agrees to form a Labor Management Committee to discuss issues of mutual concern and the future needs of the Department. The City Manager and the Union representative shall meet beforehand to lay out ground rules for such Committee. The Committee shall meet as needed.

ARTICLE 44 – FUNERAL EXPENSES

44.1 The City shall be responsible for all reasonable and customary funeral costs for any member of the bargaining unit, when the death was a result of that member carrying out his or her duties.

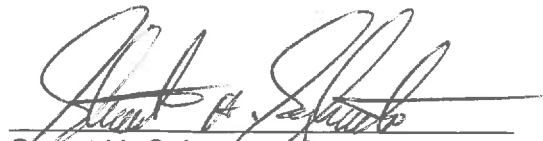
ARTICLE 45 – TERM OF AGREEMENT

45.1. This agreement shall commence on July 1, 2018 and end on June 30, 2021. This agreement shall continue and remain in full force and effect from year to year unless either party, at least one hundred twenty (120) days prior to the expiration date of this agreement, gives to the other party written notice of its intention to terminate or amend this agreement.

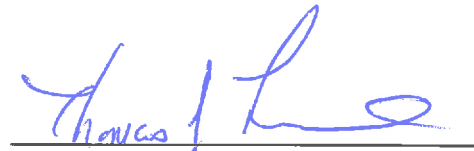
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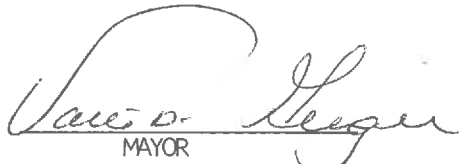
IN WITNESS WHEREOF, the parties hereto have caused this Collective Bargaining Agreement to be executed this 11 day of July 2018.

Attest:

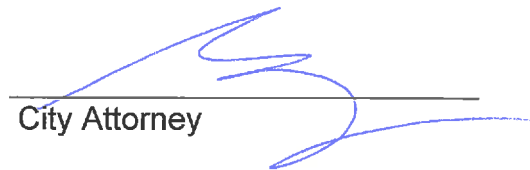

Stuart H. Sylvester, City Clerk

CITY OF ROCKLAND

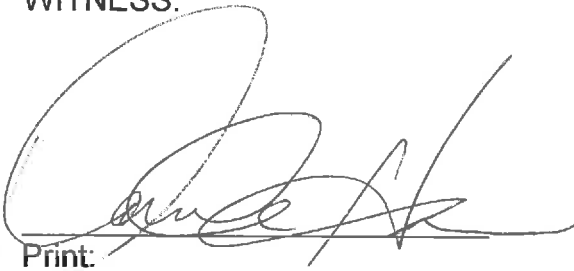

by: Thomas J. Luttrell
its: City Manager


MAYOR

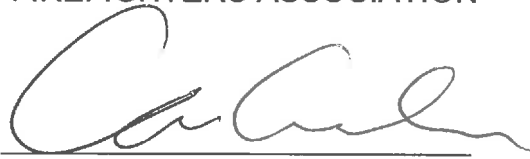
Approved as to Form:


City Attorney

WITNESS:


Print:

LOCAL #1584
ROCKLAND PROFESSIONAL
FIREFIGHTERS ASSOCIATION


by: Carl Anderson
its: President

APPENDIX C
WAGE MATRICES – SUPPRESSION^[1] & EMS^[2] PERSONNEL

1%	FY 2019	FY 2019 \$5.00	FY 2019 \$10.00	FY 2019 LONG	FY 2019 \$30.00	FY 2019 \$45.00	FY 2019 \$68.00
YEARS	BASE	FFI	FFII	LONG	EMT	EMT-1	EMT-P
0	\$835.17	\$840.17	\$845.17		\$30.00	\$45.00	\$68.00
1	\$867.69	\$872.69	\$877.69		\$30.00	\$45.00	\$68.00
2	\$879.36	\$884.36	\$889.36		\$30.00	\$45.00	\$68.00
3	\$894.13	\$899.13	\$904.13		\$30.00	\$45.00	\$68.00
4	\$901.72	\$906.72	\$911.72		\$30.00	\$45.00	\$68.00
5 – 6	\$901.72	\$906.72	\$911.72	\$5.00	\$30.00	\$45.00	\$68.00
7 – 9	\$914.41	\$919.41	\$924.41	\$5.00	\$30.00	\$45.00	\$68.00
10 – 11	\$914.41	\$919.41	\$924.41	\$10.00	\$30.00	\$45.00	\$68.00
12 – 14	\$923.28	\$928.28	\$933.28	\$10.00	\$30.00	\$45.00	\$68.00
15 – 19	\$923.28	\$928.28	\$933.28	\$15.00	\$30.00	\$45.00	\$68.00
20 – 24	\$923.28	\$928.28	\$933.28	\$20.00	\$30.00	\$45.00	\$68.00
25 +	\$923.28	\$928.28	\$933.28	\$25.00	\$30.00	\$45.00	\$68.00
EMS Stipend							
Lieutenant Pay							
YEARS				LONG			
0 – 4	\$1,054.56	\$1,059.56	\$1,064.56		\$30.00	\$45.00	\$68.00
5 – 9	\$1,054.56	\$1,059.56	\$1,064.56	\$5.00	\$30.00	\$45.00	\$68.00
10 – 14	\$1,054.56	\$1,059.56	\$1,064.56	\$10.00	\$30.00	\$45.00	\$68.00
15 – 19	\$1,054.56	\$1,059.56	\$1,064.56	\$15.00	\$30.00	\$45.00	\$68.00
20-24	\$1,054.56	\$1,059.56	\$1,064.56	\$20.00	\$30.00	\$45.00	\$68.00
25 +	\$1,054.56	\$1,059.56	\$1,064.56	\$25.00	\$30.00	\$45.00	\$68.00
EMS Only							
YEARS	EMT	EMT-1	EMT-P	LONG	PARAMEDIC STIPEND		
0	\$568.01	\$631.12	\$694.23		\$68.00		
1	\$590.13	\$655.71	\$721.27		\$68.00		
2	\$598.05	\$664.50	\$730.96		\$68.00		
3	\$608.10	\$675.68	\$743.24		\$68.00		
4	\$613.26	\$681.41	\$749.54		\$68.00		
5 – 6	\$613.26	\$681.41	\$749.54	\$5.00	\$68.00		
7 – 9	\$621.88	\$690.98	\$760.10	\$5.00	\$68.00		
10 – 11	\$621.88	\$690.98	\$760.10	\$10.00	\$68.00		
12 – 14	\$627.93	\$697.70	\$767.47	\$10.00	\$68.00		
15 – 19	\$627.93	\$697.70	\$767.47	\$15.00	\$68.00		
20 – 24	\$627.93	\$697.70	\$767.47	\$20.00	\$68.00		
25 +	\$627.93	\$697.70	\$767.47	\$25.00	\$68.00		

[1] If Employee has no Firefighter Academy certification or has only FFI certification, these rates must be adjusted accordingly.

[2]

Base with EMS certification includes FFII pay.

1%	FY 2020	FY 2020 \$5.00	FY 2020 \$10.00	FY 2020 LONG	FY 2020 \$30.00	FY 2020 \$45.00	FY 2020 \$68.00
					Paramedic Stipend		
YEARS	BASE	FFI	FFII	LONG	EMT	EMT-1	EMT-P
0	\$843.52	\$848.52	\$853.52		\$30.00	\$45.00	\$68.00
1	\$876.37	\$881.37	\$886.37		\$30.00	\$45.00	\$68.00
2	\$888.15	\$893.15	\$898.15		\$30.00	\$45.00	\$68.00
3	\$903.07	\$908.07	\$913.07		\$30.00	\$45.00	\$68.00
4	\$910.74	\$915.74	\$920.74		\$30.00	\$45.00	\$68.00
5 – 6	\$910.74	\$915.74	\$920.74	\$5.00	\$30.00	\$45.00	\$68.00
7 – 9	\$923.56	\$928.56	\$933.56	\$5.00	\$30.00	\$45.00	\$68.00
10 – 11	\$923.56	\$928.56	\$933.56	\$10.00	\$30.00	\$45.00	\$68.00
12 – 14	\$932.51	\$937.51	\$942.51	\$10.00	\$30.00	\$45.00	\$68.00
15 – 19	\$932.51	\$937.51	\$942.51	\$15.00	\$30.00	\$45.00	\$68.00
20 – 24	\$932.51	\$937.51	\$942.51	\$20.00	\$30.00	\$45.00	\$68.00
25 +	\$932.51	\$937.51	\$942.51	\$25.00	\$30.00	\$45.00	\$68.00
Lieutenant Pay							
YEARS				LONG			
0 – 4	\$1,065.11	\$1,070.11	\$1,075.11		\$30.00	\$45.00	\$68.00
5 – 9	\$1,065.11	\$1,070.11	\$1,075.11	\$5.00	\$30.00	\$45.00	\$68.00
10 – 14	\$1,065.11	\$1,070.11	\$1,075.11	\$10.00	\$30.00	\$45.00	\$68.00
15 – 19	\$1,065.11	\$1,070.11	\$1,075.11	\$15.00	\$30.00	\$45.00	\$68.00
20-24	\$1,065.11	\$1,070.11	\$1,075.11	\$20.00	\$30.00	\$45.00	\$68.00
25 +	\$1,065.11	\$1,070.11	\$1,075.11	\$25.00	\$30.00	\$45.00	\$68.00
EMS Only							
YEARS	EMT	EMT-1	EMT-P	LONG	PARAMEDIC STIPEND		
0	\$573.69	\$637.43	\$701.18		\$68.00		
1	\$596.03	\$662.27	\$728.48		\$68.00		
2	\$604.03	\$671.14	\$738.27		\$68.00		
3	\$614.18	\$682.44	\$750.67		\$68.00		
4	\$619.39	\$688.22	\$757.04		\$68.00		
5 – 6	\$619.39	\$688.22	\$757.04	\$5.00	\$68.00		
7 – 9	\$628.10	\$697.89	\$767.70	\$5.00	\$68.00		
10 – 11	\$628.10	\$697.89	\$767.70	\$10.00	\$68.00		
12 – 14	\$634.21	\$704.67	\$775.14	\$10.00	\$68.00		
15 – 19	\$634.21	\$704.67	\$775.14	\$15.00	\$68.00		
20 – 24	\$634.21	\$704.67	\$775.14	\$20.00	\$68.00		
25 +	\$634.21	\$704.67	\$775.14	\$25.00	\$68.00		

2%	FY 2021	FY 2021 \$5.00	FY 2021 \$10.00	FY 2021 LONG	FY 2021 \$30.00	FY 2021 \$45.00	FY 2021 \$68.00
Paramedic Stipend							
YEARS	BASE	FFI	FFII	LONG	EMT	EMT-1	EMT-P
0	\$860.39	\$865.39	\$870.39		\$30.00	\$45.00	\$68.00
1	\$893.90	\$898.90	\$903.90		\$30.00	\$45.00	\$68.00
2	\$905.91	\$910.91	\$915.91		\$30.00	\$45.00	\$68.00
3	\$921.14	\$926.14	\$931.14		\$30.00	\$45.00	\$68.00
4	\$928.95	\$933.95	\$938.95		\$30.00	\$45.00	\$68.00
5 – 6	\$928.95	\$933.95	\$938.95	\$5.00	\$30.00	\$45.00	\$68.00
7 – 9	\$942.03	\$947.03	\$952.03	\$5.00	\$30.00	\$45.00	\$68.00
10 – 11	\$942.03	\$947.03	\$952.03	\$10.00	\$30.00	\$45.00	\$68.00
12 – 14	\$951.16	\$956.16	\$961.16	\$10.00	\$30.00	\$45.00	\$68.00
15 – 19	\$951.16	\$956.16	\$961.16	\$15.00	\$30.00	\$45.00	\$68.00
20 – 24	\$951.16	\$956.16	\$961.16	\$20.00	\$30.00	\$45.00	\$68.00
25 +	\$951.16	\$956.16	\$961.16	\$25.00	\$30.00	\$45.00	\$68.00
Lieutenant Pay							
YEARS				LONG			
0 – 4	\$1,086.41	\$1,091.41	\$1,096.41		\$30.00	\$45.00	\$68.00
5 – 9	\$1,086.41	\$1,091.41	\$1,096.41	\$5.00	\$30.00	\$45.00	\$68.00
10 – 14	\$1,086.41	\$1,091.41	\$1,096.41	\$10.00	\$30.00	\$45.00	\$68.00
15 – 19	\$1,086.41	\$1,091.41	\$1,096.41	\$15.00	\$30.00	\$45.00	\$68.00
20-24	\$1,086.41	\$1,091.41	\$1,096.41	\$20.00	\$30.00	\$45.00	\$68.00
25 +	\$1,086.41	\$1,091.41	\$1,096.41	\$25.00	\$30.00	\$45.00	\$68.00
EMS Only							
YEARS	EMT	EMT-1	EMT-P	LONG	PARAMEDIC STIPEND		
0	\$585.17	\$650.18	\$715.20		\$68.00		
1	\$607.95	\$675.51	\$743.05		\$68.00		
2	\$616.11	\$684.57	\$753.03		\$68.00		
3	\$626.47	\$696.09	\$765.68		\$68.00		
4	\$631.78	\$701.99	\$772.18		\$68.00		
5 – 6	\$631.78	\$701.99	\$772.18	\$5.00	\$68.00		
7 – 9	\$640.66	\$711.85	\$783.05	\$5.00	\$68.00		
10 – 11	\$640.66	\$711.85	\$783.05	\$10.00	\$68.00		
12 – 14	\$646.89	\$718.77	\$790.65	\$10.00	\$68.00		
15 – 19	\$646.89	\$718.77	\$790.65	\$15.00	\$68.00		
20 – 24	\$646.89	\$718.77	\$790.65	\$20.00	\$68.00		
25 +	\$646.89	\$718.77	\$790.65	\$25.00	\$68.00		