

WORKING AGREEMENT

Between

CITY OF WATERVILLE

AND

**WATERVILLE PROFESSIONAL FIRE FIGHTERS,
IAFF LOCAL 1608,**

Representing

THE WATERVILLE FIRE DEPARTMENT

July 1, 2020 through June 30, 2022

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ARTICLE 1 – AGREEMENT

Section 1: General

The City of Waterville Fire Department, hereinafter referred to as the “City”, and Waterville Professional Fire Fighters, affiliated with the International Association of Fire Firefighters Local 1608, hereinafter referred to as the “Union”, in order to increase general efficiency in the Fire Department, to maintain the existing harmonious relationship between the City and its employees, and to promote the morale, well-being and sincerity of the Fire Department, do enter into this Agreement.

Section 2: Public Employees

The individual members of the bargaining unit are to regard themselves as public employees, and as such are to be governed by the highest ideal for honor and integrity in all the relationships with the public while on duty, in order that they merit the respect and confidence of the general public. However, in the conduct of their personal lives, it is understood that actions may be the subject of discipline only if such actions or conduct in any way limit the employee's ability to perform his or her duties satisfactorily.

ARTICLE 2 – RECOGNITION

Section 1: Sole and Exclusive Bargaining Rep.

The City hereby recognizes that the Union is the sole and exclusive representative of all employees of the Fire Department, except the Chief, Assistant Chief, administrative assistant, call firefighters, and spare drivers for the purpose of bargaining with respect to wages, hours of work and other conditions of employment for all its employees.

Section 2: Union Lists

The Union agrees to supply the Fire Chief with a list of officers of the Union and the names of the Union Stewards and the names of the Grievance Committee. It shall be the duty of the Union to keep this list of names up to date.

ARTICLE 3 – UNION SECURITY

No employee shall be favored or discriminated against either by the City or by the Union because of membership or non-membership in the Union. The Union recognizes its responsibility as a bargaining agent and agrees to represent all employees in the bargaining unity without discrimination, interference, restraint or coercion.

All employees covered by this Agreement have the right to join, participate, or refrain from joining the Union, provided however, that it shall be a condition of employment that all employees covered by this Agreement who are not or do not become members of the Union shall pay each pay period a service fee

equal to 80% of the weekly Union dues as a contribution towards the cost of collective bargaining, contract administration and the adjustment of grievances.

The Union agrees to hold the City harmless for honoring the above Union Security provisions. The Union further agrees that should the City be sued or become involved in litigation by reason of the above Union Security provision, including a prohibited practice complaint under Chapter 9A, Title 26, the Union will indemnify the City for any damages declared owed by the City, and will assume all costs of defending such action including attorney's fees.

ARTICLE 4 – CHECK OFF

Section 1: Deductions for Union Dues

The City shall deduct regular monthly union dues and initiation fees upon receipt of signed authorizations from the Union members (a copy of which is to be retained by the City). The City shall forward all such dues so collected to the Secretary/Treasurer of the local Union before the end of each month in which deductions are made. The Union shall indemnify and hold the City harmless against all claims and suits, which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this Article.

Section 2: Financial Institutions

The City shall establish and recognize any financial institution for the purpose of carrying out the obligations of this Article. With the consent of each employee, the City agrees to deduct weekly from his wages an amount, or certain sum of money, and electronically transfer that amount to the financial institution selected by each employee. The City shall electronically transfer the financial institution during the same week in which the deduction occurs.

Section 3: Direct Deposit of Paychecks

The City will institute direct deposit of paychecks to any financial institution in the area. It will be the option of the employee as to whether the paycheck is to be directly deposited or not.

Article 5 – PROBATIONARY PERIOD

All new employees shall serve a probationary period of twelve months' duration and shall have no seniority rights during this period. For purposes of this article, "twelve months duration" shall mean 12 months of employment or 2,880 hours of actual time worked, whichever is longer. All employees who have completed the probationary period, shall upon approval of the Fire Chief and City Manager, be known as regular employees. Following acceptance as a regular employee, the probationary period shall be considered for seniority purposes. The City retains the right to terminate, without recourse, any

employee during the probationary period. The twelve months' probationary period may be extended upon mutual agreement of the City and the Union.

ARTICLE 6 – SENIORITY LIST

The Fire Department shall establish a seniority list and it shall be brought up to date on July 1 of each fiscal year and immediately posted thereafter on the Fire Department bulletin board at Central Fire Station for a period of not less than thirty (30) calendar days, and a copy of same shall be mailed to the Secretary of the local Union and Shop Steward. Any objection to the seniority list, as posted, shall be reported to the Fire Chief in writing within ten (10) calendar days or it will stand approved.

ARTICLE 7 – VACANCIES/PROMOTIONS

Section 1: Non-Promotional Vacancies

Non-promotional vacancies are vacancies on a shift, and not associated with a specific apparatus. When a position vacancy, other than a promotional vacancy, occurs in the bargaining unit, the employee with the highest seniority shall be given the first opportunity to fill the vacancy, providing he/she is qualified. If the employee with the highest seniority does not avail him/herself of the opportunity, or is shown not to be qualified, then the next senior employee shall be given the opportunity to fill the vacancy providing the employee is qualified.

All vacancies shall be posted for a period of not less than ten (10) calendar days prior to the date the vacant position or job is allocated to anyone.

This Article is not applicable to probationary personnel who are governed by Article 5, Section 1.

Firefighters will be classified as senior utility and junior utility on each shift. The shift commander will assign the duties of the utility firefighters each shift, and the senior utility firefighter will have the right to choose which of those assignments he/she will perform for the shift.

Section 2.1: Promotional Vacancies

2.1.1 – Battalion Chiefs and Lieutenants:

A method for filling promotional vacancies for Battalion Chief and Lieutenant will be done by a testing method as set forth hereinafter. The promotional vacancy shall be posted for a period of not less than 10 calendar days and applicants for consideration must respond within that time period.

Testing for a promotional vacancy shall be as follows:

1. A written test reviewed and scored by two people; one chosen by the Fire Chief and one chosen by the bargaining unit. Evaluators may not be employees of the fire department or relatives of any of the candidates for the promotional vacancy. The identity of the candidates will not be revealed to the Evaluators. 20% of the total score.
2. Oral interview in front of a review panel consisting of a civilian chosen by the Union, Career Firefighter chosen by the Union, EMS personnel chosen by the City, and a Fire Officer from another community chosen by the City. Interviewers may not be relatives of any of the

candidates for the promotional vacancy. Additional members may be added to the panel if the Union and City agree. 40% of total score.

3. Employee performance evaluations. The three most recent will be used. If there are less than three evaluations available, then the number available will be used. 20% of total score.
4. Seniority shall be calculated for up to 20% of the total score with each year of continuous service with the City counting as one point per year up to a maximum of twenty points. Years of service shall be measured from the posting of the promotion backwards to the date of hire with all such years rounded up or down to the closest full number.

The Fire Chief will select from the three candidates having the highest scores. The decision of the Fire Chief will not be subject to the grievance procedure.

The Fire Chief reserves the right to maintain a promotional list, derived from the promotional testing, for the purpose of promoting multiple Lieutenants or Battalion Chiefs. If the Fire Chief chooses to do so, the promotional list shall be valid for a maximum of one year.

In the event an employee is selected and assigned to fill the vacancy, that employee may, within seven (7) working days, elect to return to his/her previous position if he/she so desires. The City may retain an employee in a position for six (6) months to determine if he/she is qualified for said position or job. The employee will be evaluated at three (3) months to identify any area(s) that may need improvement. This article is not applicable to probationary personnel who are governed by Article 5, Section 1.

An individual who is awarded the position of Battalion Chief must have at least five (5) years experience in a full time position, with at least four (4) years working for the Waterville Fire Department.

An individual who is awarded the position of Lieutenant must have at least three (3) years of experience in a full time fire position, with at least two (2) years working for the Waterville Fire Department.

2.1.2: Rescue Technician:

A method for filling promotional vacancies for Rescue Technician's will be done by a testing method as set forth hereinafter. The promotional vacancy shall be posted for a period of not less than 10 calendar days and applicants for consideration must respond within that time period.

Testing for a Rescue Technician vacancy shall be as follows:

1. An Assessment Center will be part of the promotional process and shall consist of a minimum of two stations and a maximum of five stations. The Assessment Center will be based upon a concept and approach that is the result of a process that has been approved by an Assessment Center Committee. The committee shall consist of the Chief, Rescue Battalion Chief, Rescue Lieutenant and the current Rescue Technicians who are charged with prescribing the criteria for testing for each promotional vacancy. 40% of total score.
2. Oral interview in front of a review panel consisting of a civilian chosen by the Union, Career Firefighter chosen by the Union, Fire or EMS person chosen by the City, and a Fire Office from

another community chosen by the City. Interviewers may not be relatives of any of the candidates for the promotional vacancy. Additional members may be added to the panel if the Union and City agree. 20% of total score.

3. Employee performance evaluations. The three most recent will be used. If there are less than three evaluations available, then the number available will be used. 20% of total score.
4. Seniority shall be calculated for up to 20% of the total score with each year of continuous service with the City counting as one point per year up to a maximum of twenty points. Years of service shall be measured from the posting of the promotion backwards to the date of hire with all such years rounded up or down to the closest full year.

The Fire Chief will select from the three candidates having the highest scores. The decision of the Fire Chief will not be subject to the grievance procedure.

The Fire Chief reserves the right to maintain a promotional list, derived from the promotional testing, for the purpose of promoting multiple Rescue Technicians. If the Fire Chief chooses to do so, the promotional list shall be valid for a maximum of one year.

In the event the employee is selected and assigned to fill the vacancy, that employee may, within seven (7) working days, elect to return to his/her previous position if he/she so desires. The City may retain an employee in a position for six (6) months to identify if he/she is qualified for said position of job. The employee will be evaluated at three (3) months to identify any area(s) that may need improvement. This article is not applicable to probationary employees as governed by Article 5, Section 1.

An individual who is awarded the position of Rescue Technician must have completed their probationary period and must meet job qualifications as described in the Rescue Technician's job description.

Section 3: Vacancies Filled on Emergency Basis

Vacancies filled on an emergency basis shall not be subject to the previous Section. When such an emergency vacancy occurs, the position shall be filled by a member of the bargaining unit for the first thirty calendar (30) days of the emergency. After thirty (30) calendar days, the position may be filled by the City in any way it deems appropriate, subject to all other provisions of this Agreement. If the emergency vacancy becomes permanent, then it shall be filled in accordance with Article 7, Section 1.

Section 4: Wage Rate Upon Qualification

Once the individual has qualified and been approved for the higher classification in accordance with promotion procedures, he/she shall receive that higher rate while performing those duties. Placement on the pay scale at the higher rate will reflect years of continuous service with the City of Waterville Fire Department.

ARTICLE 8 – WORKING RULES/MANAGEMENT RIGHTS

Section 1: Right of Direction

The parties agree that the City has the right of direction of the working force of the Fire Department.

Section 2: Adoption of Rules of Operation

The City shall adopt rules for the operation of the Fire Department and the conduct of its employees, provided such rules do not conflict with any of the provisions of this Agreement, but any such conflict shall be negotiated by the City with the Union representatives. However, it is the responsibility of the City to assure any of the members of the Department that they will not have to use equipment that does not meet the safety requirements as applicable by State law.

Section 3: Duties

The duties of the members of the Fire Department shall be prevention, control and extinguishments of fires, emergency medical services, and simple maintenance, such as painting, cleaning, sweeping and minor repairs in the building, and simple minor maintenance on the equipment and such other duties required by the Chief, and/or his assistants, consistent with the normal operations of the Fire Department. Duties shall not include those that require special knowledge and/or licensing such as mechanical, electrical, plumbing, carpentry or masonry skills.

Section 4: Safety

The City shall have the right to make regulations for the safety and health of the employees during their hours of employment. Representatives of the Department and the Union may meet once in ninety (90) days, at the request of either party, to discuss such regulations. The Union agrees that its members who are employees of the Department will comply with the Department Rules and Regulations relating to safety, economy, continuity, and efficiency of a service to the Department and to the public.

Section 5: Working Schedule

The working schedule will be the same as it has been in the past and will be worked as follows: Twenty-four (24) hours on-duty and forty-eight (48) hours off-duty during this contract period.

The City agrees that at no time will there be fewer than four (4) employees working per shift.

ARTICLE 9 – PERSONNEL REDUCTION

In case the City decides to reduce the fire personnel, then the employee with the least seniority shall be laid off first and the employee with the most seniority shall be rehired first, providing however, that he/she is qualified to fill the vacant position, and no new employee 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 10 – SENIORITY

It is agreed that seniority shall be determined by length of continuous service with the Waterville Fire Department. In case of layoff or rehiring, employees with the longest seniority shall be laid off last and rehired first. The City agrees to furnish the Union with a list of employees with their length of service within thirty (30) calendar days after the signing of the contract. An employee shall not forfeit seniority during absence caused by illness or accident.

If two or more employees are to be hired at the same time, the employee with the highest recommendation shall be hired first and the other employees hired on the succeeding days, thereby allowing one (1) day of separation for each. However, existing employees shall retain present seniority status.

ARTICLE 11 – VACATIONS

Section 1: Entitlement

Employees are entitled to paid vacations in the following amounts:

- a. Completion of one (1) year continuous active employment – One week, Three days
- b. Completion of five (5) years' continuous active employment – Two weeks, Three days
- c. Completion of twelve (12) years' continuous active employment – Three weeks, Three days
- d. Completion of nineteen (19) years' continuous active employment – Three weeks, Six days
- e. Completion of twenty-four (24) years' continuous active employment – Three weeks, eight days.

Section 2: Vacation Schedules

- a. Vacation periods are from July 1 to June 30 of each fiscal year.
- b. Selection of a vacation shall be based upon seniority. Requests for vacations shall be submitted for approval to the Fire Chief between April 1 and May 15 of each calendar year. The Fire Chief shall respond to all vacation requests by May 30th of each year. Approval of vacation requests shall not be unreasonably denied. Each employee shall select two (2) weeks of vacation time. After all employees have selected, those entitled to more than two (2) weeks according to the above schedule, shall select from those weeks that remain open, in order of seniority. Those employees not selecting vacations by July 1 of the fiscal year shall be assigned a vacation by the Fire Chief, with the approval of the City Manager. Vacation leave not taken during the fiscal year shall not be carried over to the next fiscal year, unless an employee's requested vacation period is denied by the City, or the employee is unable to take a scheduled vacation within the last three months of the vacation year by virtue of

receiving a workers' compensation award or receiving sick pay under this Agreement. The vacation date may be changed only with the approval of the Fire Chief.

c. A week of paid vacation, which vacation must occur within seven (7) consecutive days between Friday and the following Friday, is defined as the dollar equivalent of seventy-two (72) multiplied by the applicable hourly wage rate of the employee. An employee may take a vacation week on either a short (48 hours) or long (72 hours) week, and the employee will be paid for the seventy-two hours for that vacation week.

d. A day of paid vacation is defined as the dollar equivalent of twenty-four (24) multiplied by the applicable hourly wage rate of the employee.

e. An employee's entitlement to vacation is listed in Section 1, consisting of weeks and days. The day entitlements are shown in Section 1 are not mandatory but are meant to be optional. To illustrate, an employee who is entitled to paid vacation consisting of three weeks and six days must take three weeks of paid vacation as that term is defined in Section 2d – or at his/her option may take four or five weeks of paid vacation.

f. Any employee who exercises the option to take paid vacation in days must request approval of a specific date of the Fire Chief. Such request for approval must be at least seven days prior to the requested date unless the Chief waives the seven-day requirement. No daily vacation may be taken without the Chief's approval. Such approval will not be unreasonably withheld.

g. No two individuals on the same shift may take vacation leave at the same time. See Appendix G.

ARTICLE 12 – HOLIDAYS

Section 1: Holidays Observed

The following days will be considered paid holidays:

January	New Year's Day
January	Martin Luther King Day
February	President's Day
April	Patriots' Day
May	Memorial Day
July	Independence Day
September	Labor Day
October	Columbus Day
November	Veterans' Day
November	Thanksgiving Day
December	Christmas Day

Section 2: Holiday Pay

It is agreed by the City, if an employee has to work any of the above-listed days, he/she shall receive his/her regular day's pay plus an additional fourteen (14) hours' pay for working on these holidays.

It is agreed by the City, if the employee is absent on sick leave, scheduled day off, or annual vacation on any of these holidays, he/she shall qualify for pay.

Section 3: Special Holidays

Any day declared a holiday by the President of the United States or the Governor of the State of Maine, or Mayor of the City of Waterville in addition to the above, shall be considered a fourteen (14) hour day with pay.

Section 4: Personal/Convenience Day Off

The City agrees to grant one personal/convenience day off with pay per fiscal year to employees. Notice for use of a personal/convenience day off must be in writing at least seven (7) calendar days prior to the requested day off and will be authorized only with the approval of the Fire Chief and/or the City Manager. A personal/convenience day off is not subject to the provisions of Article 12, Section 2 entitled "Holiday Pay".

ARTICLE 13 – SICK LEAVE

Section 1: Computation

Sick leave shall be computed at the rate of 288 hours (12 days) per year and may be accumulated to a maximum of 1,800 hours (75 days). Such leave shall be granted upon application in writing before or within a reasonable time after the absence, depending on the circumstances of each case; provided however, in utilizing sick leave in conjunction with Article 39 Workers' Compensation Leave, the requirements of Article 39 Section 4C(1) must be adhered to.

A day of sick leave is defined as 24 hours and a week of sick leave is either 48 hours or 72 hours depending upon the employee's normally scheduled workweek. The monetary value of a paid sick leave day or paid sick leave week is determined by multiplying the applicable daily or weekly hourly figures times the employee's regular hourly wage rate as that wage rate is set forth in Appendix B.

Section 2: Accumulation

An employee may accumulate a total of one thousand and eight hundred (1,800) hours of paid sick leave benefit.

The accumulated hours of paid sick leave provided for in this section 2 may only be used for purposes of non-work related, personal illness, or family illness, and as provided for in Article 38, Section 4C(1).

Section 3: Entitlement for Use

3.1: Personal Illness

The only reason for sick leave is personal or family illness. Any employee gainfully employed or acting as an independent contractor while receiving paid sick leave benefits, will be disqualified from any entitlement under this Article. The employee who has, while being gainfully employed or acting as an independent contractor, received benefits under this article, shall reimburse the City for the amount of benefits paid. Failure to reimburse the City shall result in withholding the annual grant of two hundred eighty-eight hours (288) of paid sick leave benefits provided for in Section 1 herein, until the amount of hours improperly paid out are accounted for.

In the case of a family illness of an extended family member, the Fire Chief or in his absence his designee will be the sole authority in granting a paid absence from work. Such a paid absence shall be charged against the employee's accumulated paid sick leave benefits.

For the purposes of this article, "family" shall include children, spouse, parents or stepchildren living within the employee household. While stepchildren must live within the employees' household, children of the employee may share a residence with the other parent.

3.2: Family Sick Leave Act

Sick leave may be used when it is necessary to care for immediate family members (Spouse, Children, or Parent) not living within the employee's household, in accordance with the Family Sick Leave Act.

3.3: Family Medical Leave Act

Employees may utilize vacation, convenience, or unpaid leave to care for immediate family members (Spouse, Children or Parent) not living within the employee's household, in accordance with the Family Medical Leave Act.

Section 4: In Excess of 3 Days

The employer may in its discretion require the employee to visit a physician designated by the City. If the City designated Physician determines the employee is not ill, no sick leave benefits will be paid. After three (3) separate incidents of sick leave benefits within a calendar year or where illness is at frequent intervals or causing an absence from work, the employee may be required by the employer to obtain a statement from a physician of the employee's choice stating the specific nature and the projected

duration of the illness. If the employer disagrees with the statement of the employee's physician, the employer has the right to require the employee to undergo a physical examination by a physician designated by the City. If the physician designated by the City disagrees with the conclusion reached by the employee's physician, benefit payments hereunder will cease. Failure of the employee to meet and submit to a physical examination by the physician selected by the City will also cause benefits to cease. The employee may request that the question of his or her physical condition be submitted to a third physician mutually selected by the parties. Such request shall be made within ten (10) calendar days from receipt of notice of the results of the City-designated Physician, or ten (10) calendar days from the date of receipt of certified mailing, whichever first occurs. Agreement on the selection of the third physician shall not be unreasonably withheld and the cost of such physician will be borne equally by the parties. The opinion of the third physician shall be final and binding. The employee must submit to a physical examination if the third physician deems such examination is necessary to a determination.

Section 5: Certificate of Fitness

Any employee returning to work from a major injury or illness whether job related or not, shall be required to obtain a certificate of fitness from the employee's physician to the effect that the employee can perform the duties of the employee's position, as required by Title 30-A MRSA § 3154. In the event the City's designated physician disagrees as to the ability to perform the normal duties of the job position, the question of the employees' ability to perform the normal duties of the job position may be submitted to a third physician. Such third physician shall be mutually agreeable to the parties and such mutual agreement shall not be unreasonably withheld. The cost of the third physician shall be borne equally between the parties. The decision of the third physician as to the employee's ability to perform the normal duties of the job position as required by Title 30-A MRSA § 3154 shall be final and binding. If required, the employee shall submit to a physical by the city's physician and the third physician.

In the event that the employee is determined not able to perform the normal duties of the job position, the employee may request accumulated, but unused, sick leave benefits. Any entitlement to workers' compensation benefits will be provided for in accordance with the law. The employee shall retain seniority accumulated to the date of the third physician's determination and such accumulated seniority shall be reinstated if the employee returns to work at some date in the future. Any return to work in the future is subject to the provisions of this Section 5.

No other entitlement or benefits under this agreement shall be available to the employee, other than vested retirement benefits or as required by law. Two (2) years after the initial attempt to return to work the employee shall be determined to be terminated just by passage of time, unless terminated earlier.

Section 6: Definition of Physician

A physician as that term is used in this Article and anywhere else in this agreement is defined as one who is required to be registered under the provisions of Title 32 MRSA §§ 2581 & 3270 as defined by the Attorney General's opinion of May 13, 1980, or a licensed chiropractor in accordance with Title 5 MRSA § 12004-A Subsection 8.

Section 7: Adjustment of Vacation Time to Sick Time

If an employee is out of work on approved vacation leave and becomes ill or is injured, the employee may request that his/her vacation time be adjusted to reflect sick time. In order for this to occur, the employee must provide a note from a physician stating that due to an illness or injury, the employee is not able to perform the essential functions of his/her position. This note must state the duration of the restriction(s) from work.

Section 8: Paternity Leave

The City of Waterville agrees to grant up to two (2) weeks of paid sick leave, from the birth of the child, for paternity leave after a request is presented in writing to the Human Resource Office, provided the employee has sufficient accumulated sick leave.

Any additional time requested must be reviewed to determine if it qualifies for sick time, or if vacation and/or convenience time, if available in the leave bank will be utilized. In order for additional sick time to be granted, a certificate of illness needs to be presented to the Human Resource Office from the employee's spouses' physician stating that she needs the employee's assistance due to a short-term disability related to the birth of the child.

All time used for paternity leave will be subject to the Family and Medical Leave Act. An employee must have been an active, full-time employee for more than twelve (12) months and worked at least 1,250 hours within the last twelve months for the employee to qualify for paid paternity leave. Any employee may request the use of unpaid leave if he has been employed for less than twelve (12) months or does not have any accumulated time in his leave bank.

Section 9: Entitlement Upon Termination

Upon termination of employment from the City, no individual will be eligible for reimbursement of accrued sick leave.

Section 10: Sick Free Incentive

The City agrees to grant a twenty-four hour sick free incentive day off with pay to employees who go twelve (12) months (July 1 – June 30) without utilizing any sick leave. Any employee who wishes to use the sick free incentive day must request approval of a specific date from the Fire Chief. Such request for approval must be at least seven days prior to the requested date unless the Chief waives the seven-

day requirement. No sick free incentive day may be taken without the Chief's approval. No two individuals on the same shift may take vacation and/or a sick free incentive day at the same time. See Appendix G.

Section 11: Accumulated Sick Leave

An employee entitled to the accumulated sick leave above the maximum accrual allowance on June 30, 2011, who suffers a serious illness after July 1, 2011, shall be entitled to the number of hours of sick leave benefit for which the employee was entitled to as of June 30, 2011. See Exhibit A. If an employee has exhausted all available leave benefits, the employee may request, in writing, the use of said leave in Exhibit A.

A serious illness shall be defined to mean a life-threatening situation resulting from illness, disease or accident, or alternatively defined as a situation resulting from illness, disease or accident which situation is under continuous medical treatment, by a physician.

ARTICLE 14 – DRIVING OF FIRE DEPARTMENT VEHICLES

Section 1: Restrictions

No vehicle assigned to or belonging to the fire department shall at any time be driven by any other person but a full-time employee or spare driver or the Chief or Assistant Chief, except in case of emergency. Full-time employees shall have first call on driving the vehicles. The Union reserves the right to grievance procedures if the Union thinks the Fire Chief has erred in deciding as to what constitutes an emergency. It is understood that the right of the Fire Chief to drive departmental vehicles shall not be used by the City to avoid overtime. This section shall not apply when departmental vehicles are out of service because of mechanical failure and/or repairs.

Section 2: Spare Drivers

The Fire Chief shall select up to eight (8) qualified spare drivers and have the names of these drivers posted on the bulletin board.

Section 3: Per Diem

The Fire Chief may hire per diem employees to supplement the current work force. Per diem employees will not be part of the bargaining unit. Per diem staff may drive rescue, ambulance, or auxiliary equipment. It is understood that the right of per diem staff to drive department vehicles shall not be used to avoid overtime.

ARTICLE 15 – RIGHT OF SUBSTITUTION

The City agrees that any two individuals may, solely at their opinion, if they are qualified to perform work, to substitute for one another during scheduled work hours in performance of work in the same capacity. The hours worked shall be excluded by the City in calculation of the hours for which the substituting employee is entitled to overtime compensation under this agreement or by reason of any applicable law. The Union agrees that the City is under no obligation to keep a record of the hours of the substitute's work.

The right of substitution is contingent upon the employee notifying the Chief in writing of his/her substitute and the date(s) and time(s) of the substitution, at least four (4) hours in advance of the substitution. If four (4) hours prior written notification is not feasible, the employee may notify the Chief, or in his absence, the shift commander orally of the substitute and substitution period as soon as reasonably possible.

If an employee on a regular scheduled long week (72 hours) utilizes swap time, the employee will not lose any of the regularly scheduled overtime.

If an employee working an extra tour of duty utilizes swap time, the employee does not receive convenience time.

Convenience time will be filled according to the overtime rules adopted on July 1, 2004, as shown in Appendix G.

ARTICLE 16 – WORKING OUT OF CLASSIFICATION

When any full-time employee of the Fire Department is assigned to work temporarily in a higher classification, he/she shall be compensated at the rate of pay at the higher classification, which shall include years of service.

When an employee is working in a lower classification, he shall be paid at his higher classification rate. Such employee will be subject to the direction and control of whoever is commanding the shift. For example, a Lieutenant commanding a shift will direct a Battalion Chief working in a lower classification.

This Article does not pertain to the Lieutenant when a Battalion Chief is absent.

ARTICLE 17 – INFORMAL GRIEVANCE PROCEDURE

Grievance Committee and Monthly Meetings: Employees selected by the Union to act as Union Representatives shall be known as "Stewards". The names of employees selected as Stewards, and the names of other Union Representatives, who may represent employees, shall be certified in writing to the employer by the local Union, and the individuals so certified shall constitute the Union Grievance Committee.

All Grievance Committee meetings held with City shall be held during working hours, on City premises and without loss of pay.

The City agrees to protect the pay of two (2) members of the Grievance Committee.

The purpose of the Grievance Committee meetings will be adjusted pending grievances and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss with the employer other issues, which would improve the relationship between the parties.

ARTICLE 18 – SETTLEMENT OF DISPUTES

Section 1: Grievance and Arbitration Procedure

Any grievance or dispute which may arise between the parties (including the application, meaning or interpretation of this Agreement) shall be settled in the following manner:

Step 1: In order to raise a dispute with the City under this Agreement, the Union or an employee, either jointly or individually, must bring the matter giving rise to the dispute to the attention of the Fire Chief. This shall be done in writing within ten (10) calendar days of the occurrence that gave rise to the dispute, or within ten (10) calendar days from when the Union should have reasonably been expected to know of the occurrence that gave rise to the dispute.

The Fire Chief shall respond in writing within ten (10) calendar days of the receipt of the write-up of the dispute.

Step 2: The Union may appeal to the City Manager, in writing, the decision of the Fire Chief. This appeal must be made within ten (10) calendar days of receipt of the Chief's decision. The City Manager must give his response, in writing, within ten (10) calendar days of his receipt of the dispute.

Step 3: If the dispute remains unresolved at the City Manager level, the Union has the right to request arbitration of the dispute. Such request must be in writing and must be submitted to the City Manager within fourteen (14) calendar days of the City Manager's decision.

The arbitration proceedings shall be in conformity with the rules and regulations of the Board of Arbitration and Conciliation of the State of Maine. The arbitrator's decision shall be final and binding, but the arbitrator shall have no authority to add to, subtract from, modify or vary this Agreement.

ARTICLE 19 – CLOTHING PURCHASE AND MAINTENANCE ALLOWANCE

Section 1: Amount Authorized

Each permanent member of the Fire Department shall receive a clothing purchase and maintenance allowance up to:

\$650.00 on each July 1st.

All purchases of clothing using this money shall be approved by the Chief of the Fire Department.

Section 2: Clothing Allowance Balance

Employees have the right to request reimbursement, up to \$250.00, of his/her clothing purchasing and maintenance allowance prior to April 1st of each year.

ARTICLE 20 – PROTECTION OF PROPERTY AND EQUIPMENT

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

ARTICLE 21 – LABOR REQUIREMENTS

In justice and fairness to the City and taxpayers, all employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties and shall faithfully perform their duties.

ARTICLE 22 – NO STRIKE OR LOCK OUT

The Union agrees that there shall be no strikes, slowdowns of work, or any interference with the efficient management of the Fire Department during the term of this Agreement. The City, in return, agrees that there shall be no lockout of employees of the Fire Department during the term of this Agreement.

Nothing in the above paragraph shall be construed so as to conflict with applicable state law.

ARTICLE 23 – INSURANCE PROGRAM

Section 1: Health Insurance Coverage

All regular, full-time employees are eligible for coverage under the Maine Municipal Employees Health Trust, which provides for health and major medical, and prescription drug benefits. When elected by the employee, coverage becomes effective the 1st of the month following date of hire. The City offers two plans.

(a) PPO-500

The City will provide employees insurance coverage at 77.5% of the premium cost and the employee will contribute 22.5% of the premium cost of the elected coverage under this plan.

The City will also fund a Health Reimbursement Account (HRA) as noted below:

Single coverage - \$500 deductible and \$1,000 co-insurance for a total of \$1,500.

Family coverage - \$1,000 deductible and \$1,500 co-insurance for a total of \$2,500.

(b) POS-C

The City will provide employees the option to stay with the current POS-C insurance plan. The City will pay the same dollar amount that equals 77.5% of the cost of the PPO-500 premium plus the cost of the HRA for the deductible only. Employees will be responsible for the remainder of the premium of the elected coverage under this plan. The City will not provide any HRA for employees opting to stay in the POS-C plan.

Section 2: Dental Insurance

Dental insurance is provided for the employee at no cost; however, employees are responsible for 50% of the cost of dependent coverage.

Section 3: Life, Accidental Death, Disability Insurance

All regular, full-time employees are provided with group life insurance, accidental death and dismemberment, and weekly disability pay according to the following:

Group Life Insurance

Group life insurance, through Maine Municipal Association, is provided in the amount of the employee's annual salary up to a maximum of \$100,000.

Life, Accidental Death and Dismemberment, Income Protection

Under a contract with Boston Mutual Insurance Co., the City provides for life insurance and AD&D benefits at Two Thousand Dollars (\$2,000). Income disability is provided at Forty Dollars (\$40). There is a forty-four (44) day waiting period and a twenty-six (26) week benefit period.

Employees are eligible for the weekly disability income insurance as outlined above when the inability to work is not work related. An employee receiving weekly disability benefit has the option of receiving the entire amount of the benefit or their sick leave pay. Employees choosing the latter option must turn over their disability pay to the City. Upon doing so, the employee will be credited with sick leave in proportion to the monetary value of the disability pay returned to the City. Employees choosing to retain their disability pay will not be paid for sick time.

Contact the Human Resource Office for specifics.

Section 4: Short-Term Disability Insurance

Under the MMEHT Income Protection Plan, the City will provide disability insurance at the employee's cost. This cost will be set up as a payroll deduction for the employee.

Section 5: Contract Reopener

The Union and the City agree that the City may open the contract to negotiate changes in the current insurance coverage. If the contract is reopened for insurance, both parties agree that it will also be reopened for wages.

ARTICLE 24 – GENERAL PROVISIONS

Section 1: Pledge Against Discrimination and Coercion

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, sex, race, color, creed, national origin, or political

affiliation. The Union shall share equally with the employer the responsibility for applying this provision of the Agreement.

The employer agrees not to interfere with the rights of the employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the employer, or any employer representative, against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 25 – UNION ACTIVITIES AND ACCESS

Section 1: Furnish Bulletin Boards

The City agrees to furnish and maintain suitable bulletin boards in convenient places to be used by the Union. The Union shall limit its postings of notices and bulletins to such bulletin boards.

Section 2: Allowable Activity

The City agrees that during working hours on the City premises, without loss of pay, Union Stewards and alternates shall be allowed to:

- a. Post union notices;
- b. Transmit communications, authorized by the local Union or its officers, to the City or its representatives;
- c. Consult with the Fire Chief, or his/her representative, local union officers, or other union officers, or other Union Representatives concerning the enforcement of any provision of this Agreement within reasonable limits.

Section 3: Visits by Union Representatives

Authorized agents of the Union shall have access to department premises during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the City's work schedule.

ARTICLE 26 – WORK RULES

Section 1: Work Rules Posted When Changed

When existing work rules are changed, or new rules are established, they shall be posted on all bulletin boards, with a copy sent to the President, Vice President, and Secretary/Treasurer of IAFF Local 1608 to become effective immediately.

Section 2: Informing Employees

The employer agrees to furnish such employees in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

Section 3: Enforcing

Employees shall comply with all existing reasonable work rules that are not in conflict with this Agreement, provided the rules are uniformly applied and uniformly enforced.

Any unresolved complaint as to the reasonableness of any new or existing rules, or any complaint involving discrimination in the grievance procedure shall be resolved by the grievance procedure.

ARTICLE 27 – PROTECTIVE CLOTHING

Section1: Employer’s Obligation to Provide

All new employees will be provided with a complete set of protective clothing at the City's expense. The cost of maintaining, but not the cost of replacement of such protective clothing, shall be paid from the clothing allowance.

ARTICLE 28 – WAGES

Section 1: Referral to Appendix A

Wages that are in effect during the term of the collective bargaining agreement are set forth in the attached Appendix A.

Wages will be increased as follows:

July 1, 2020 0.0% COLA, and \$0.50 per hour added to each step of the Battalion Chief's pay scale.

July 1, 2021 2.0% COLA

Section 2: Wages – Special Duty

Compensation for special-duty assignments for said employees hired by the Fire Department, at the request of private individuals and/or organizations, for Fire Department duty, or when required by City ordinance, shall be as follows:

(a) For all events that the City is reimbursed for, the minimum pay for working for private concerns and contractors shall be set at the rate of Thirty-Five (\$35.00) per hour and a minimum of three hours work per job. The wages stated above are not to be confused with regular wages per schedule when fire fighters are required to do normal duty under the terms of this contract, nor are the hours worked under this section to be allowed as overtime.

(b) For all events that the City is not reimbursed for, the employee shall receive their normal hourly rate, with a minimum of three (3) hours work per job. The hours worked under this section are not to be paid as overtime without prior authorization from the Fire Chief.

Section 3: Outside Work Detail

When outside work is specifically requested, regular employees and call members of the Fire Department shall share each job on a fifty-fifty (50/50) basis.

At such time as specific detail requires an odd number of employees, or a single employee, a regular employee shall be used to fill the extra position.

The City will not be subject to grievance or loss of pay claim, should an error be made by assignment under this Agreement. However, any error shall be rectified when the next work assignment for outside work is requested by adjustments in the percentage of assigned employees to the detail.

Section 4: Wages – Overtime

Overtime shall be paid at the rate of time and one-half for all hours actually worked in excess of 53 hours in the work period beginning at 07:00 Friday to the following Friday at 06:59 hours.

It is agreed that for purposes of computing hours actually worked, the following shall be considered time worked:

1. Time spent on bereavement leave, if scheduled to work on days of absence.
2. The two hours, which hours have been characterized as "meal hours", where said "meal hours", are provide for an employee who works beyond the normal shift requirements. These "meal hours" may also be granted on the holidays of Thanksgiving, Christmas, and New Year's, but the granting of such meal hours is the sole discretion of the Chief.
3. Hours attending school while on duty.

Overtime shifts will be assigned based upon the existing "overtime board" rules as attached in Appendix E.

Overtime shifts will be filled based upon the rules adopted on July 1, 2004 as attached in Appendix F.

Section 5: Meal Time – Special Holidays

Special Provision – Meal time of two (2) hours will be allowed, with the approval of the Fire Chief, when an employee works on Christmas Day, Thanksgiving Day or New Year's Day.

On Christmas the oncoming shift will be allowed to come in at 09:00 to allow for time with the Member's family in the morning. Those members holding over shall be paid at one and one-half (1-1/2) the regular hourly rate.

Section 6: Stipends

Effective July 1, 2019, all stipends listed in this section will be paid on an hourly basis for all hours worked. This additional amount is not included in any cola increase.

STIPEND	ANNUAL STIPEND	WEEKLY AMOUNT	HOURLY DIFFERENTIAL FOR ALL HOURS OVER 48 HOURS IN ONE PAY WEEK	HOURLY DIFFERENTIAL FOR ALL OVERTIME HOURS WORKED
Advanced EMT	\$ 650.00	\$ 12.48	\$ 0.26	\$ 0.39
Paramedic	\$ 1,000.00	\$ 19.20	\$ 0.40	\$ 0.60
Fire Inspector	\$ 450.00	\$ 8.64	\$ 0.18	\$ 0.27
Fire Investigator	\$ 450.00	\$ 8.64	\$ 0.18	\$ 0.27
Maintenance Overseer	\$ 450.00	\$ 8.64	\$ 0.18	\$ 0.27
Municipal Fire Alarms	\$ 450.00	\$ 8.64	\$ 0.18	\$ 0.27

Any firefighter that starts a position during the year will begin receiving the differential pay on the next available payroll. Any firefighter that stops a position during the year will no longer receive the differential on the next available payroll.

Section 7 – Lateral Entry

The City has the right to hire a firefighter at a higher starting wage to recognize experience in the Fire Service outside of the City of Waterville.

1. The maximum step allowed for lateral entry is the Start of 2 Years.
2. The employee will follow Article 5 for seniority purposes.
3. The employee will change steps on the pay scale based on the actual years of service. (For example: An employee is hired thru lateral entry at the Start of 2 Years step. The employee would not move to the next step on the pay scale until the employee starts his/her 5th year of employment.)

ARTICLE 29 – PRIOR RIGHTS

Nothing in this Agreement shall be construed as abridging any rights, benefits, or privileges that permanent, uniformed fire fighters have enjoyed heretofore, unless it is specifically superseded by a provision of this Agreement. The parties agree to meet and negotiate changes in past practices, which will affect working conditions. Nothing in this section shall be construed as negating inherent management rights.

All past practices with economic impact that existed as of the date of this contract have been incorporated into this contract.

ARTICLE 30 – UNION MEETINGS

Union meetings, with the permission of the Chief, may be held at Central Fire Station.

ARTICLE 31 – JURY DUTY

Any member of the Fire Department that is called to serve on the jury shall be paid the difference between his/her court pay and his/her regular pay by the City. Monies received for any required court appearance while on a regularly scheduled day off shall not be subject to the above. Any member obeying a subpoena for a criminal matter shall be paid the difference in his/her pay while he/she is legally required to be present in court. When such presence is not required, he/she shall work his/her duty shift. Employees that are obeying a subpoena for a criminal matter related to his/her employment will be paid mileage from Central Fire Station to the Court and back.

ARTICLE 32 – CIVIL DISTURBANCE

In the event of civil disturbance, no fire fighter shall be conferred with the responsibility of arrest, custody or specific law enforcement duties; however, this provision shall not prohibit the use of fire fighters and department equipment for crowd and traffic control, and they may be deputized for this purpose.

ARTICLE 33 – DISCIPLINARY PROCEDURE

Section 1: Right of Employer to Suspend/Discharge

The City shall have the right to suspend or discharge an employee for just cause. The Union shall have the right to take up any suspension or discharge case, except for suspension or discharge of a probationary employee, as a grievance within seven (7) working days after such suspension or discharge takes place, and such case shall be subject to review under the grievance procedures beginning in Step 1.

Any employee whose action appears to necessitate his/her discharge shall first be suspended subject to discharge and so be informed by prior, written notice including the reasons for the action with the current notice to go to the appropriate union officer or grievance official. If no request for a grievance procedure is made within seven (7) days, the action taken by the City department representative shall be final.

Grievances growing out of discharges, layoffs, demotions and transfers shall be subject to the grievance procedure, but no arbitrator shall have the power to substitute his judgment for that of management in respect thereto, or to overrule the decision of management in respect thereto unless

off-duty firefighter is interrupted by a fire call or emergency, the firefighter will be paid time and one half for a minimum of two hours, and the evaluation will be rescheduled as necessary. It is agreed that the firefighters are covered by Workers' Compensation while participating in the physical fitness evaluations.

4. TRAINING TIME: Firefighters are required to follow the individualized fitness program (approximately one hour in length) developed by the Fitness Trainer while on duty. Determination of whether a firefighter injured in such a training program off duty is entitled to Workers' Compensation coverage, if disputed, should ultimately be determined by the Workers' Compensation Commission.

5. NUTRITION: Firefighters may consult with the Fitness Trainer on proper nutrition and eating habits.

6. MEDICAL CONSULTANT: The medical consultant of the program will be a physician chosen by the City. The Fitness Trainer may refer a Firefighter to the Medical Consultant if the need arises. If the City decides to change medical consultants, to insure confidence and continuity in the program, it agrees to discuss replacements with the Union before the City makes its decision.

7. MEDICAL CONSENT: Each employee agrees to sign the Medical Consent form attached as Appendix B. The results of the fitness evaluation will be delivered to the Fire Chief and the City Manager. The individual test results of identified firefighters are confidential as provided by law. Statistical results without identifying firefighters are not confidential records. The results will be presented on the form as outlined in Appendix D.

8. DISCIPLINE PROCESS: All fire fighters will be required to maintain a rating of "adequate" or better on the performance standards attached (see Appendix C). If the Fitness Trainer determines that these standards are too difficult, it may relax one or more of the standards. Any fire fighter who fails to achieve both an "adequate" level or better on a physical fitness evaluation shall be subjected to the pre-discipline/discipline procedure outlined below:

1. The firefighter is advised orally of the need to improve and invited to discuss the situation.

2. If the firefighter has improved significantly, but not enough, he/she is advised orally with written confirmation of the areas in which he/she needs to improve. If the firefighter has not improved significantly, he/she proceeds to Step 1 below.

DISCIPLINE

Step 1. A written warning (reprimand) indicating the firefighter may be suspended the next is given. The fire fighter will be required to meet with his/her supervisor to discuss the situation.

Step 2. If the firefighter does not achieve a rating of adequate or better by the next evaluation, the fire fighter is subject to suspension for ten (10) calendar days.

Step 3. If the firefighter has not complied by the next evaluation following Step 2, the firefighter will be subject to suspension for 30 calendar days.

Step 4. If the firefighter has not complied by the next evaluation following Step 3, the firefighter is subject to discharge.

If a firefighter subject to one of the disciplinary steps above achieves a rating of adequate on his/her physical evaluation he/she reverts to the pre-disciplinary procedure.

10. INCENTIVE:

Any firefighter scoring "Excellent" in the stair step test, and "good" or better in one test and "Excellent" in all others during an evaluation will receive a taxable bonus of \$50.00.

ARTICLE 37 – WORKERS' COMPENSATION LEAVE

An employee may request payment of sick leave benefits. If the employee receives a compensation award, all rights to utilize sick leave benefits ceases as of the effective date of the award. Sick leave used in the circumstances described in the above paragraph will not be recredited unless the compensation award, and the accompanying insurance check, includes a period of time for which sick leave benefits have been paid. If the compensation award and the accompanying check or checks include a period of time for which sick leave benefits have been paid, the employee must negotiate the award check or checks to the order of the City. Award checks negotiated to the City shall result in recrediting of sick leave on the basis for every dollar of compensation award to be equal to the same number of dollars of gross payroll paid out in sick leave benefits. The employee has the option to pay back any difference in the recredit of sick leave benefits up to the total amount of sick leave gross dollars paid out. This option must be exercised by the employee within one year upon return to work.

ARTICLE 38 – DEATH IN FAMILY – TIME OFF

In the event of a death occurring in the immediate family, (mother, father, spouse, son, daughter, sister, brother, mother-in-law, father-in-law, grandparents), of a permanent member of the Fire Department, that member shall be granted two (2) consecutive days off, without loss of pay, following the day of death and one (1) day of interment; any such day off granted shall include "regularly-scheduled days off" if they happen to fall within the three-day period. It is understood that no pay be received for scheduled days off, and time not be charged against sick leave. In the event of the death of other relatives, sufficient time to attend funeral, with approval of the Chief, may be granted up to four (4) hours.

ARTICLE 39 – TRANSITIONAL WORK PROGRAM

The City of Waterville believes that it is in the best interest of both the Waterville Professional Firefighter, IAFF Local 1608 member and the City to facilitate the expedient return of employees to full duty after he has suffered an absence due to an injury, illness, or failure to pass any required testing.

In order to promote the expedient return of such employees, when possible, a transitional work program will be provided for employees who cannot perform their full duty functions due to illness, physical or mental injury. With prior written medical approval from the treating physician, the acceptance or non-acceptance of any employee into the program, the work assigned and/or the continuation of any employee in the program will be the sole responsibility of the Fire Chief. An employee may decline an

offer to utilize the transitional work program, however if the employee declines, they will not be allowed to return to work until they have written medical documentation from their treating physician that they may return to work without limitations. If an employee is aggrieved by a decision of the Fire Chief the employee may appeal, in writing, to the City Manager. The City Manager, after discussion with the employee and Fire Chief, will respond within 15 days and such decision will be binding.

Employees engaged in a transitional work program may not be made to work overtime nor are they allowed to work overtime. Employees will be compensated at their current wage rate. If the employee is out of work due to a workers' compensation injury, that employee will be paid the appropriate rate as described in Article 38, Workers Compensation Leave.

This program is a temporary measure – designed to last no more than three months. At the end of this period the employee is expected to be capable of returning to his or her previous full duty position, resuming his or her pre-injury duties without any job restrictions that interfere with full duty and/or essential functions of the position. In the event the employee cannot return to his or her pre-injury position, the City will consider an extension of up to one month. If the extension is not approved and the employee cannot return to his or her pre-injury position, the City may terminate the temporary transitional duty assignment. If an employee is removed from transitional duty, the employee will be allowed to utilize sick leave according to the terms of Article 13 of this contract.

An employee assigned to duties through the transitional work program will not be considered part of the minimum staff requirements per Article 8, Section 5 and Appendix G.

The City may revoke this policy at any time if the Fire Chief determines that the objectives outlined above are not being met.

ARTICLE 40 – USE OF CITY PHYSICIAN – RESPIRATORY FITNESS

All employees shall be required to obtain a certificate of fitness from the City's physician to the effect that the employee can perform the duties of the employee's position, as required by Title 30-A MRSA § 3154. If the City Physician does not feel that the employee is able to perform the duties of the position, the employee has the right to seek a second opinion from a physician of his/her choosing. In the event the employee's physician disagrees with the City Physician's assessment as to the ability to perform the normal duties of the job, the question of the employee's ability to perform may be submitted to a third physician. Such third physician shall be mutually agreeable to the parties and such mutual agreement shall not be unreasonably withheld. The cost of the third physician shall be borne equally between the parties. The decision of the third physician as to the employee's ability to perform the normal duties of the job position as required by Title 30-A MRSA § 3154 shall be final and binding. If required, the employee shall submit to a physical by the City's Physician, personal physician, and the third physician.

In the event an employee is determined to be unable to perform the duties of the employee's position utilizing the process described above, then the City will assist the employee in filing any disability

benefits available. As well, the City will consider the affected employee for other employment positions within the City. All tests required by the City Physician will be paid for by the City. Time spent in complying with medical testing requirements of the City Physician shall be considered compensable time. Mileage reimbursement shall be at the rate provided to all City employees.

ARTICLE 41 – LICENSE REQUIREMENTS

Section 1: Drivers License Suspensions for Non-Medical Reasons

An employee may be suspended without pay if the employee's license is suspended or revoked. The imposition of any suspension for more than six (6) months, or lasting more than six (6) months, shall result in termination of employment. An employee who receives a second suspension of license for any length of time shall be subject to immediate termination of employment.

The employee may be allowed to return to work during the period of suspension. The decision to allow an employee to return to work, and the length of time worked, is in the sole discretion of the Fire Chief. If the employee is allowed to return to work, the employee will be paid at the lowest Firefighter pay rate. The employee may use vacation and convenience time while not working during the period of suspension. Remaining time will be without pay and there will be no accrual of benefits during the period the employee is not working.

Section 2: Drivers License Suspension for Medical Reasons

An employee whose license is suspended for medical reasons may request to be allowed to participate in the Transitional Work Program as described in Article 40.

Section 3: EMT License

All employees of the department must maintain a current EMT-Basic license at all times. Failure to maintain this license may be cause for disciplinary action, up to and including termination, as described in Article 18 Settlement of Disputes.

ARTICLE 42 – DURATION OF AGREEMENT

This Agreement shall be effective as of the July 1, 2020 and shall remain in full force and effect until the thirtieth day of June 2022. It shall be automatically renewed thereafter unless either party shall notify the other One-Hundred Twenty (120) days prior to June 30, 2022, of the desire to modify this Agreement. In the event that such a notice is given, negotiations shall begin no later than ten (10) days prior to June 30, 2022. However, either party to this Agreement may give ninety (90) days' notice to the other party prior to June 30, 2022, for preliminary negotiation sessions; the sessions shall be two (2) such sessions prior to the negotiation schedule as provided for in this Agreement, unless both parties mutually agree to meet more often. This Agreement shall remain in full force and effect during the period of

negotiations and until notice of termination of this Agreement is provide to the other party as set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date but shall not be before the anniversary date set forth in the preceding paragraph.

Upon request of the City, the contract will be reopened to negotiate changes relating to regionalization of services provided by the Fire Department.

This Agreement may be amended by mutual agreement between the City and the Union and executed in written form exactly as below:

IN WITNESS WHEREOF, the parties hereto have set their hands this 22nd day of July, 2020.

FOR THE CITY

FOR THE UNION



Shawn Esler
Fire Chief



Ryan Cote
President



Ryan Johrston
Vice President



Michael Roy
City Manager



Scott Holst
Secretary/Treasurer

APPENDIX A – WAGES

JULY 1, 2020				
0% COLA				
BATTALION CHIEF INCREASE OF \$0.50/HOUR				
	FIREFIGHTER	RESCUE TECHNICIAN	LIEUTENANT	BATTALION CHIEF
ENTRY	\$ 15.38	\$ 16.85	\$ 17.35	\$ 21.51
START YEAR 2	\$ 15.99	\$ 17.52	\$ 18.02	\$ 21.82
START YEAR 5	\$ 16.62	\$ 18.21	\$ 18.71	\$ 22.14
START YEAR 10	\$ 17.28	\$ 18.93	\$ 19.43	\$ 22.46
START YEAR 15	\$ 17.96	\$ 19.68	\$ 20.18	\$ 22.79
START YEAR 20	\$ 18.67	\$ 20.64	\$ 21.14	\$ 23.12

JULY 1, 2021				
2% COLA				
	FIREFIGHTER	RESCUE TECHNICIAN	LIEUTENANT	BATTALION CHIEF
ENTRY	\$ 15.69	\$ 17.19	\$ 17.70	\$ 21.94
START YEAR 2	\$ 16.31	\$ 17.87	\$ 18.38	\$ 22.26
START YEAR 5	\$ 16.95	\$ 18.57	\$ 19.08	\$ 22.58
START YEAR 10	\$ 17.63	\$ 19.31	\$ 19.82	\$ 22.91
START YEAR 15	\$ 18.32	\$ 20.07	\$ 20.58	\$ 23.25
START YEAR 20	\$ 19.04	\$ 21.05	\$ 21.56	\$ 23.58

APPENDIX B - CONSENT TO RELEASE OF MEDICAL INFORMATION

I, _____, hereby give my consent to the release of the results of physical evaluations and the release of medical information pertaining to my ability to perform the physical fitness evaluations to the City Manager and Fire Chief.

I do not consent to the release of any other medical information to anyone.

Dated _____

APPENDIX C – PHYSICAL FITNESS STANDARDS

ACTIVITY	EXCELLENT	GOOD	ADEQUATE	INADEQUATE
Squats Consecutive repetitions	10	5 – 9	3 – 4	Under 3
Push Press Consecutive repetitions	10	5 – 9	3 – 4	Under 3
Dead Lift Consecutive repetitions	10	5 – 9	3 – 4	Under 3
Crunches Within 2 minutes	70	60 – 69	50 – 59	Under 50
10 Minute Step Test – 15 inch step To pass this test Max Heart Rate may not exceed (220 – age) x 85%	More than 20 BPM drop after 1 minute rest	15 – 20 BPM drop after 1 minute rest	10 – 14 BPM drop after 1 minute rest	Less than 10 BPM drop after 1 minute rest

(BPM – beats per minute)

Consecutive Repetitions – there is no break in between repetitions. Once an employee stops, the test is completed.

APPENDIX D: FITNESS EVALUATION FORM

**Waterville Fire Department
Fitness Evaluation**

NAME: _____

AGE: _____

WEIGHT: _____

Exercise	Number Completed	Rating
Squats – Leg Strength		
100 lb. Barbell – number of consecutive times completed (recommend ten)		
Push Press Over Head – Chest & Shoulder Strength		
50 lbs. – Number of consecutive times (recommend ten)		
Deadlift – Back Strength		
100 lbs. – Number of consecutive times (recommend ten)		
Situp Crunches		
Number of times in two minutes (recommend 70)		
Ten Minute Step Test		
Maximum Heart Rate		
One Minute Rest		

Comments:

Program Director: _____

Date: _____

Firefighter Signature: _____

Date: _____

APPENDIX E – OVERTIME BOARD RULES

- If a full, 24-hour shift goes to the Overtime Board, it will be filled in two, twelve (12) hour increments.
- If an employee is called for overtime, they shall be charged refusal time. Refusal time shall not be charged if less than six (6) hours' notice is given. Only the member who takes the overtime will be docked.
- If the overtime position does not need to be filled immediately or within the next two (2) hours, a minimum lag time of ten (10) minutes between calls shall be allowed.
- If the overtime shift needs to be filled immediately or within the next two (2) hours, the calling may be continuous. (No ten (10) minute lag time between calls or lag time between calling rounds).
- If the overtime position has not been filled after the first round of calling, then the list will be called again. If the overtime position is not to be filled immediately or within the next two (2) hours, an appropriate amount of time may pass between the first and second round of calling. Those offered the overtime position a second time will be docked a second time.
- If a relief driver cannot be found through two (2) rounds of calling, then the employee with the least seniority **that is assigned to that shift** by the Waterville Fire Department will remain on duty. A driver will not be forced on the two (2) days preceding a vacation, personal day, swap day or funeral leave. If the vacancies are for a Battalion Chief and a Lieutenant, then the Battalion Chief will remain on duty. If one of the vacancies is for a Rescue Technician, then the Rescue Technician will remain on duty.
- When a truck needs to go somewhere for maintenance issues, the Maintenance Overseer will be called first and will not be docked on the board. If he/she refuses, then the calling follows the overtime board rules.
- Any driver out on vacation, personal day, or funeral leave will not be docked on the two (2) days preceding or following the vacation, personal day, swap day, or funeral leave, unless he/she works the overtime position. (Reference to funeral leave above does not apply to four (4) hour leave.)
- If a person goes home sick at any time during his/her shift, then the remainder of the shift will go to the "Overtime Board". The remainder of the sick/overtime position will be offered to one person regardless of how many hours remain.
- Any driver out on sick leave will not be docked on the two (2) days following a sick day, unless he/she works the overtime position.
- Calling may begin as soon as notification of vacancy is made.
- A driver involved in swap time when overtime is available will not be called or docked.

- All overtime call-in hours will be docked EXCEPT the following:
 1. Snow/hydrant shoveling
 2. Convenience time (Meal hours)
 3. Fire Prevention Week activities
 4. School coverage of less than 4 hours
 5. Off Duty Calls
 6. Waterville Fire approved training, classes, seminars, schools or clinicals.
 7. Fire Alarm Maintenance Technician activities.
 8. Apparatus Maintenance Overseer activities.
- Each driver may have two (2) phone numbers on the list. The caller shall utilize both numbers on the list if necessary.
- Face to face interactions between the caller and the employee will be allowed. In this case a phone call is not necessary.
- When Special Duty events are available, calling can take place as soon as possible. (Example: covering sporting events, graduations, 4th of July, Opera House, etc.) Everyone is included in call-ins regardless of rank and position as long as they meet the qualifications to work the detail. If a person is not qualified they will still be charged refusal time. Call-ins for these events shall be in the order of the OT board (lowest to highest). All special events are dockable call-ins. All special duty events shall require an EMS license.
- The Lieutenant on each shift shall be the primary caller and at least one (2) alternate caller on each shift shall be designated. It shall be the responsibility of each shift Battalion Chief to designate and train the callers on their shift.
- The Overtime Committee shall consist of all the Union members. Disputes and rules shall be decided by majority vote.
- When newly hired drivers have been approved to cover ALL trucks by the chief, he/she will be entered on the Overtime Board. His/her starting hours shall be determined by the average of all drivers (Battalion Chief, Lieutenants, Rescue Technicians, and privates)..
- If the Battalion Chief and Lieutenant are both out then two (2) rounds of calling of the current Battalion Chiefs shall be made. If after two (2) rounds of calling the position is not filled then a new round of calling of the Lieutenant's shall be made.
- If one of the two (2) overtime vacancies is a Rescue Technician, then two (2) rounds of calling of the current Rescue Technicians shall be made. If after two (2) rounds of calling the position is not filled then a new round of calling of the remainder of the drivers, excluding Rescue Technicians, shall be made for a utility position.
- For the purpose of the guidelines a Rescue Technician is considered to be one of the three (3) promoted to Rescue Technician by the Waterville Fire Department.

- Side bar agreements are not allowed until all the OT rules have been met and are exhausted.
- Drivers out on vacation time shall receive "courtesy calls".

The Union has the right to amend this policy at any time. The Union will provide management a copy of the revised policy in writing prior to any changes going into effect.

Revised July 2020

APPENDIX F – OVERTIME POLICY JULY 1, 2008

1. Fifth person on shift not replaced.
2. Meal hours not filled unless there are only four individuals working.
3. Rescue Technicians not replaced. One other EMT on same shift can act as Rescue Technician and receive differential pay.
4. Battalion Chiefs will be replaced by the Lieutenant on duty unless the Lieutenant on the shift is also absent from work. If that occurs, another Battalion Chief will be called.
5. Only one person per shift can be granted vacation. Vacation must be approved by Fire Chief.
6. All training that requires overtime must be approved by the Fire Chief.

EXHIBIT A – ACCUMULATED SICK LEAVE BANK

The following employees may use the sick leave listed below per Article 13, Section 11.

<u>Employee Name</u>	<u>Number of Hours</u>
Rodney Alderman	373.86
John Gromek	1,200.00
Scott Holst	1,200.00

