

BREWER FIRE OFFICERS UNIT

CONTRACT

Between

CITY OF BREWER, MAINE

And

COUNCIL NO. 93, LOCAL 1828, AFSCME, AFL-CIO

Expires June 30, 2024

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE 1
ARTICLE 2 - RECOGNITION 1
ARTICLE 3 - NO DISCRIMINATION 1
ARTICLE 4 - MANAGEMENT RIGHTS 2
ARTICLE 5 - STRIKES AND SLOWDOWNS PROHIBITED 2
ARTICLE 6 - RATES OF PAY, WORK WEEK AND OVERTIME 2
ARTICLE 7 - PERSONAL EFFECTS ALLOWANCE 7
ARTICLE 8 - VACATIONS 8
ARTICLE 9 - HOLIDAYS 9
ARTICLE 10 - HEALTH INSURANCE 9
ARTICLE 11 - RETIREMENT 11
ARTICLE 12 - LEAVES 11
ARTICLE 13 - UNIFORMS 14
ARTICLE 14 - WORKERS' COMPENSATION 15
ARTICLE 15 - RULES AND DISCIPLINE 16
ARTICLE 16 - LENGTH OF SERVICE 17
ARTICLE 17 - GRIEVANCE PROCEDURE 19
ARTICLE 18 - TRIAL PERIOD 21
ARTICLE 19 - MISCELLANEOUS 21
ARTICLE 20 - SEPARABILITY AND SAVINGS CLAUSE 21
ARTICLE 21 - RESIGNATION 22
ARTICLE 22 - COMPLETE AGREEMENT 22
ARTICLE 23 - UNION SECURITY 22
ARTICLE 24 - UNION AFFAIRS 23
ARTICLE 25 - WORK RULES 24
ARTICLE 26 - TERM OF AGREEMENT 27

This AGREEMENT entered into by and between the City of Brewer, hereinafter referred to as the "City," and Council No. 93, Local 1828, AFSCME, AFL-CIO, hereinafter referred to as the "Union," wherein both parties mutually agree as follows:

ARTICLE 1 - PREAMBLE

The purpose of this Agreement is to promote orderly and peaceful relationships between the City and the members of the bargaining unit and to set forth an agreement covering rates of pay, hours of work, and conditions of employment. The parties agree that at the foundation of this Agreement is the City's commitment to provide efficient, competent and professional fire service and emergency services to the residential, business and manufacturing needs of the City of Brewer, and the commitment of the Fire Officers to lead and supervise the employees of the City's Fire Department under the direction of the Deputy Chief.

ARTICLE 2 - RECOGNITION

Section 1. The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining pursuant to the provisions of the Municipal Public Employees Labor Relations Act (26 M.R.S.A. § 961 et seq., as amended) with respect to wages, hours, working conditions and contract grievance arbitration for all regular, full time Captains and Lieutenants of the Brewer Fire Department Command Unit (hereinafter referred to as "Fire Officers"), but excluding all Dispatchers, Firefighters, Deputy Chief, Deputy Chief (but see side Letter of Understanding of November, 2001), call members, and all other employees of the City of Brewer not specifically included above.

Section 2. The Union agrees to supply to the Deputy Chief and the City Manager a list of officers of the local unit, the names of the Union's Stewards and the names of those on the Union's Bargaining Committee.

ARTICLE 3 - NO DISCRIMINATION

Both the City and the Union agree that neither of them will discriminate against any employee because of race, religion, color, age, sex, national origin or physical or mental handicap, except as may be a bona fide occupational qualification. Both parties will share equally the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement shall apply equally to both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 4 - MANAGEMENT RIGHTS

Except as explicitly abridged, modified or delegated by the provisions of this Agreement, the City shall continue to have the exclusive right to take any action it deems appropriate in the operation of the Fire Department and direction of the work force in accordance with its judgment. Such rights shall include but shall not be limited to the operation and management of the City's fire and emergency services; direction of the working forces; the right to hire, to discharge, to lay off, to change assignments, to promote, to suspend and otherwise discipline; to reduce or expand the working forces; to transfer; to maintain discipline; to establish work schedules; to introduce new, improved or changed services, methods or facilities; to contract or subcontract any work; to establish, change, combine or eliminate duties, jobs or positions; and to prescribe work rules and procedures. The City's not exercising any function hereby reserved to it, or its exercising of such functions in a particular way, shall not be deemed a waiver of its right to exercise such function or preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5 - STRIKES AND SLOWDOWNS PROHIBITED

The Union agrees that during the term of this Agreement neither it nor its officers or members will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass absenteeism, picketing or other similar actions of the Fire Department or other City Departments.

In the event that members of the bargaining unit participate in such activities in violation of this Article, the Union shall notify those Fire Officers so engaged to cease and desist from such activities and, where applicable, shall instruct the Fire Officers to return to their normal duties. Any Fire Officer participating in these prohibited activities may be discharged by the City without any requirement for further cause.

In consideration of the no-strike pledge by the Union and Fire Officers, the City shall not lock out Fire Officers for the duration of this Agreement. Neither the violation of any provision of this Agreement nor the commission of any act constituting a prohibited labor practice or otherwise made unlawful by any federal, state or local law shall excuse Fire Officers, the Union or the City from their obligations under the provisions of this Article. Alleged violation of any provision of this Article is appealable immediately by either party, to the Superior Court within and for the County of Penobscot and State of Maine for the purpose of securing specific performance of the provisions of this Article.

ARTICLE 6 - RATES OF PAY, WORKWEEK AND OVERTIME

Section 1. The City shall determine and post the schedules to be worked by Fire Officers. The City agrees that it will give at least thirty (30) days notice before changing a posted shift schedule, unless an emergency situation arises.

Section 2. a. Base Wages. For purposes of hiring and promotion from the firefighters bargaining unit, Fire Officers shall receive a biweekly base wage as set forth below:

Annual Adjustment		2.5%	2.5%
Effective Date	07/01/2021	07/01/2022	07/01/2023
Lieutenant			
Basic EMS	\$2,085.65	\$2,137.79	\$2,191.24
Intermediate EMS	\$2,109.39	\$2,162.12	\$2,216.18
Paramedic	\$2,133.09	\$2,186.42	\$2,241.08
Captain			
Basic EMS	\$2,189.93	\$2,244.68	\$2,300.80
Intermediate EMS	\$2,214.86	\$2,270.23	\$2,326.99
Paramedic	\$2,239.74	\$2,295.74	\$2,353.13

b. Longevity Premium. Fire Officers shall be eligible to receive a longevity premium in accordance with the following schedule:

<u>Longevity</u>	<u>Amount</u>
After 3 years of full time continuous service	1% over the applicable rate of pay set forth in Section 2a above
After 8 years of full time continuous service	2% over the applicable rate of pay set forth in Section 2a above
After 13 years of full time continuous service	3% over the applicable rate of pay set forth in Section 2a above
After 20 years of full time continuous service	4% over the applicable rate of pay set forth in Section 2a above

The Longevity Premium shall be paid bi-weekly and shall be included in the computation of hourly rate for the purposes of overtime.

Section 3. The “work week” shall be defined as a period of seven (7) days beginning at 0700 on Monday and ending at 0700 on the following Monday.

Section 4. The payroll records of the City shall be the basis for establishing the number of hours worked by each Fire Officer.

Section 5. Employees shall be paid on a biweekly basis. Employees' pay shall be directly deposited into the financial institution(s) of their choice. Pay day shall be on Friday of every other week. Officers will be paid for hours worked during the two preceding work weeks ending in the succeeding work week in which the pay day occurs.

Section 6. Overtime. For those hours worked in excess of forty-eight (48), a Fire Officer shall be paid at time and a half of his regular hourly rate. The regular hourly rate for purposes of overtime shall be determined by dividing the Fire Officer's regular biweekly salary by 96. In the computation of overtime, hours not worked but paid for should not be used to compute overtime with the exception of vacation, bereavement leave, sick leave and sick leave bonus days which shall be considered hours worked when computing overtime. In no case shall more than one (1) type of premium pay apply to the same hours worked. Those Fire Officers who had previously accumulated compensatory time off may schedule such time off with the approval of the Deputy Chief. Any compensatory time which has accumulated above 100 hours shall be paid out at the appropriate rate. After the signing of the 1996 Agreement, no further compensatory time may be accumulated. However, flextime may be recognized in accordance with Article 12 Section 8.

Section 7. Call Response. The Fire Officers are encouraged to respond to calls and will be paid upon arriving at the department, in a four hour increment followed by half hour increments. Fire Officers may not earn more than one increment in any one time period.

Section 8. Extra Work. Extra work occurs when a Fire Officer is absent. If it is a Staff Officer, the City will determine whether it will fill-in for the absence. If a Shift Officer is absent, then the vacancy shall be filled. In the case of unscheduled extra work (an absence of a Shift Officer occurring after the weekly schedule is made up) the Shift Officer on the shift preceding the vacancy shall have first opportunity to work the vacant shift (unless the vacancy occurs during the day shift and the City decides to assign a Staff Officer to the vacancy). If the officer does not wish to work the vacant shift, he may ask another Fire Officer to work the vacant shift. If no other Fire Officer works the vacant shift, the Shift Officer on the preceding shift may be required to work the vacant shift.

In the event the Fire Officer on the preceding shift is going to work the vacant shift, he may take up to one hour after the beginning of the next shift, on the clock, to leave the station and prepare for the succeeding shift. The officer may use one of the Department's utility vehicles for this purpose and must remain within the City limits of Brewer and available to respond to emergency situations.

A scheduled extra is a vacancy on a shift which is known at the time the schedule becomes final. The first three days of an extra shift in any week (scheduled) which fall on Monday through Friday may be covered by the Staff Officers. If the scheduled extra is for a shift which a Staff Officer is not filling, the extra will be offered to Fire Officers in rotation. (A new officer is placed at the end of the list at the time he is hired.) The first officer in rotation shall have the first opportunity to work the offered extra shift. If he does not wish to work,

others may be asked, but if there are no other volunteers, the first officer in rotation must work the extra.

A Fire Officer who is on vacation, a personal day, or a sick leave bonus day, may be included in the extra rotation, but it is the responsibility of the officer to notify the Fire Officer in charge of making the schedule, by the preceding Wednesday of his availability during one of these absences.

The schedule of work will be made on Wednesday for the succeeding week. The schedule may be changed up through Saturday, but once posted after Saturday, there will be no changes. The officer assigned to making up the schedule will be the Shift Officer on duty on Wednesdays.

Section 9. Educational Incentive and Reimbursement. In addition to the wages provided in Section 2 above, the City will pay:

1) An amount equal to seven percent (7%) of the applicable base wages provided for Fire Officers in Section 2(a) above, to those Fire Officers who have received a certificate from the Maine Technical College System (MTCS) or other recognized vocational institute or college in Fire Science Technology, or upon completion of thirty (30) credit hours in the Fire Science curriculum at MTCS or other similar institution, provided that at least fifty percent (50%) of the course work in Fire Science Technology courses.

2) An amount equal to ten percent (10%) of the applicable base wages provided for Fire Officers in Section 2(a) above, to those Fire Officers who have earned an Associate Degree from MTCS or other recognized vocational institute or college in Fire Science Technology.

3) Fire Officers who elect to take college level courses, may be reimbursed for certain costs incurred under the following conditions:

- i. Reimbursement shall be limited to the cost of tuition, required books and required course fees.
- ii. The course must be part of a degree program which could lead to higher pay.
- iii. For seminar to be reimbursed, they must be presented to and approved by the Deputy Chief at least thirty (30) days prior to the seminar.
- iv. Approval for cost reimbursement shall be conditioned upon an adequate amount being budgeted for this line item, the number of employees wishing to take advantage of reimbursement, and the equitable distribution of available reimbursement amounts among employees making such requests.

- v. Actual reimbursement shall be made upon presentation of evidence of payment of such costs.
- vi. The City may provide an appropriate City vehicle for transportation to and from an approved seminar. The City shall pay for mileage.

Fire Officers will select and schedule courses so as to minimize conflict with their work schedule. If a local class takes place during a Fire Officer's work shift, and there is another Fire Officer on duty to allow for attendance, the Fire Officer may leave the station with permission of the Deputy Chief to attend the class without loss of pay, provided the Fire Officer remains available to respond to emergency calls and provided the Fire Officer returns to duty immediately after the class. However, no Fire Officer will attend a class if the City would incur a cost for replacement.

4) Seminar Reimbursement. Fire Officers who elect to attend a seminar course may be reimbursed for certain costs incurred under the following conditions:

- i. Reimbursement shall be limited to the cost of tuition, required books and required course fees not covered by State assistance. The City will not pay for room or meals.
- ii. The seminar must be deemed to be beneficial to the City and to the employee's professional development at the discretion of the Deputy Chief. College and EMT courses excluded.
- iii. For seminar to be reimbursed, they must be presented to and approved by the Deputy Chief at least thirty (30) days prior to the seminar.
- iv. Approval for cost reimbursement shall be conditioned upon an adequate amount being budgeted for this line item, the number of employees wishing to take advantage of reimbursement, and the equitable distribution of available reimbursement amounts among employees making such requests.
- v. Actual reimbursement shall be made upon presentation of evidence of payment of such costs.
- vi. The City may provide an appropriate City vehicle for transportation to and from an approved seminar. The City shall pay for mileage.

Fire Officers will select and schedule courses so as to minimize conflict with their work schedule. If a local seminar takes place during a Fire Officer's work shift, and there are enough Fire Officers on duty to allow for attendance, the Fire Officers may leave the station with permission of the Deputy Chief to attend the seminar without loss of pay, provided the Fire

Officers remains available to respond to emergency calls and provided the Firefighter returns to duty immediately after the seminar. However, no Fire Officers will attend a seminar if the City would incur a cost for replacement.

Section 10. Private Service Details. For purposes of this Article, it is understood that (1) "third party extras" are those with regard to which the City is making a special charge to a third party, including other departments within the City; (2) the term "regular full-time employee" shall include all full-time Fire Officers in the Fire Department; and (3) the term "regular work" shall include both shift work and day work and shall be construed to mean the work of the Fire Department for which no charge is being made to a third party.

Except where the nature of the assignment, in the reasonable judgment of the Deputy Chief of the Fire Department, requires a Fire Officer of special qualifications: (1) all extra regular work shall be offered to the regular full-time Fire Officers of the Fire Department, in rotation; and (2) all extra third party extras shall be offered to the regular full-time Fire Officers (including daymen) of the Fire Department in rotation in accordance with the practice presently adhered to in the Department.

Fire Officers are not required to accept any "third party extras" unless the City is not successful in obtaining a sufficient number of Fire Officers, if the City is not successful, Fire Officers may be required to work on such assignment, provided such assignment involves duty that is required by statute or ordinance or takes place at a City or school facility.

It is understood that Fire Officers shall be compensated for time spent on private service details at the actual overtime rate of the applicable officer.

Section 11. Fitness Bonus. Beginning July 1, 2009, eligible Fire Officers will receive a fitness bonus of \$150.00 each in the first payroll of July. To be eligible, a Fire Officer must certify in writing around June 30 of every year that the Fire Officers exercised vigorously for at least three (3) times per week in at least forty (40) weeks of the past contract year. In the first year of this Agreement, the weeks required to become eligible for the fitness bonus will be prorated from the effective date of the Agreement.

Section 12. NFPA Certification. All Fire Officers who maintain NFPA Technician level certification for Ice Water Rescue, Vehicle Rescue, Confined Space Rescue and/or Rope Rescue shall receive a stipend for each certification of \$5.00 per bi-weekly pay period.

ARTICLE 7 - PERSONAL EFFECTS ALLOWANCE

Each Fire Officer will be reimbursed for the fair value of replacement (or repair) of personal effects that have been damaged or lost in the performance of duty, including eye glasses or contact lenses, jewelry a \$150 maximum payment (wedding "bands" may exceed maximum)

and a \$10 maximum payment for lost cash, provided such damage or loss and satisfactory evidence thereof, is reported to the Deputy Chief within twenty-four (24) hours.

ARTICLE 8 - VACATIONS

Section 1. After the completion of one year continuous full-time employment, each Fire Officer shall be entitled to a forty-eight (48) hours' vacation with pay which shall be taken during the second employment year. He shall then be entitled to ninety-six (96) hours' paid vacation during each employment year, three (3) through seven (7). He shall then be entitled to one hundred forty-four (144) hours' paid vacation during each employment year eight (8) through fifteen (15). In the sixteenth (16th) and successive employment years, he shall be entitled to one hundred ninety-two (192) hours of paid vacation.

Section 2. No accrued vacation may be taken by the Fire Officer in increments of less than forty-eight (48) hours without the prior approval of the Deputy Chief provided, however, that a Fire Officer may take in lesser increments in accordance with Article 12, Section 7.

It is also understood that no vacation shall be taken during the week in which Christmas or the week in which New Year's occurs, except that the Chief may approve vacation time during those weeks if during Christmas Day (between the hours of 5:00 p.m. on December 24th and 7:00 a.m. on December 26th) and New Years Day (between 5:00 p.m. on December 31st and 7:00 a.m. on January 2nd) no other Fire Officer is required to work overtime. However, after a Fire Officer has completed one (1) year of employment, he may, thereafter take up to forty-eight (48) hours of the vacation he will become entitled to during that employment year, after completion of six (6) months of each such employment year.

Section 3. Vacation time must be taken each employment year and unused vacation may not be accrued from one employment year to the next without the prior approval of the Deputy Chief. No Fire Officer will receive vacation pay without taking vacation time involved, except with the prior approval of the Deputy Chief. It is further understood that if any Fire Officer is prevented by City duties from taking his accrued vacation during any employment year, the Fire Officer will not forfeit such accrued vacation provided it is taken during the next calendar year.

Section 4. For purposes of computing vacation pay for an eligible Fire Officer, the term "an hour's pay" shall be construed to mean the Fire Officer's regular biweekly salary provided for herein divided by ninety-six (96) during the pay period next preceding the first day of the Fire Officer's vacation.

Section 5. An effort shall be made to schedule the Fire Officer's vacation to suit the preference of the Fire Officer according to his seniority, subject, however, to the requirements of the Chief for the services of qualified Fire Officers.

Section 6. Seniority shall determine only the Fire Officer's first week of vacation preference, until selection by all Fire Officers of their first week of vacation preference. Seniority will again determine the Fire Officer's second week of vacation preference and likewise their third week of vacation preference.

Section 7. Any Fire Officer whose services with the City are terminated shall be entitled to compensation for earned but unused vacation time.

Section 8. Vacation will be earned on an employment anniversary basis. Fire Officers may carry forward one week (48 hours) of accrued vacation from one anniversary year to the next.

ARTICLE 9 - HOLIDAYS

Section 1. Fire Officers shall receive holiday pay for the following holidays: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Indigenous Peoples Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. However, each holiday shall be worked according to the usual schedule. Any holidays added by change in City Ordinance shall be automatically added to this Agreement.

Section 2. For purposes of computing a day's pay for holiday purposes, it shall be construed to mean the Fire Officer's regular biweekly salary provided for herein divided by 10 (10).

Section 3. Any Fire Officer who works hours between 12:00 a.m. and 11:59 p.m. on Christmas Day or Thanksgiving Day will be paid time and one half for actual hours worked on the holiday.

ARTICLE 10 - HEALTH INSURANCE

Section 1. Insured Employees. A group health insurance program is available to full-time regular Fire Officers. The City's base health insurance plan is the Maine Municipal Employees Health Trust Preferred Provider Option 500 (PPO 500) plan or equivalent policy. Fire Officers who wish to receive health insurance coverage under the base plan will pay a portion of the total health insurance premium cost according to the table below.

Coverage Level	Employee Pays	City Pays
Single (employee)	10%	90%
Employee & Child(ren)	20%	80%

Employee & Spouse	25%	75%
Family	25%	75%

The City may offer other plans. If an employee elects a plan that has a higher premium than the base plan, the employee shall contribute toward that premium the difference between the total premium cost and the amount the City would have paid for that level coverage under the base plan. If an employee elects a plan that has a lower premium than the base plan, the base plan employee contribution percentage shall apply.

Full-time regular probationary employees shall be eligible for this health insurance at the next available entry date into the City's policy following the date of hire.

Section 2. Employees who opt out of coverage. Fire officers may elect out of health insurance coverage provided by the City, so long as the fire officer provides to the City satisfactory evidence that the fire officer is covered by health insurance under another health insurance plan which has benefits and coverage similar to that of the City's plan. Employees who elect not to be covered by the City's health insurance plan, may elect to re-enter the plan, but only under the terms of the Plan's limitations of re-entry, such as limited enrollment date, exclusion of pre-existing conditions, medical examinations and any other conditions imposed on such re-entry. Fire Officers who elect not to be covered by the City's plan under this section will receive a stipend amount equal to 50% of the City's portion of cost of PPO 500 single level coverage for Fire Officers as it may exist from time to time, to be pro-rated into the bi-weekly pay of those employees. This stipend is a taxable benefit and is subject to Medicare, federal and state taxes.

Section 3. The City shall establish a Section 125 Plan which provides for pre-tax contributions of the employee's share of health, dental and vision insurance premiums.

Section 4. Health Reimbursement Arrangement accounts. Full-time regular Fire Officers electing to participate in the PPO 500 plan shall receive access to a Health Reimbursement Arrangement (HRA) account in the amount outlined in the following table. Fire Officers opting out of coverage may also have access to an HRA account if they can, and choose to in writing, annually certify that they are enrolled in a group health plan that meets the Minimum Value standards of the Affordable Care Act.

The HRA plan year runs January 1 through December 31. One fourth of an employee's annual HRA funding will be credited to an eligible employee's account at the beginning of each quarter. If an employee enters the plan at a time other than the beginning of a quarter, the amount credited to their account will be reduced to reflect the time of actual participation. Amounts remaining in an employee's account at the end of the plan year that do not exceed the calendar year end rollover amounts specified below will be carried over to the immediately following plan year.

Coverage Level	Annual Funding	Calendar Year End Max Rollover Up to...
Single	\$1,175	\$425
Employee & Child(ren)	\$2,300	\$800
Employee & Spouse	\$2,300	\$800
Family	\$2,300	\$800
Opt Out Stipend	\$550	\$550

Any amounts remaining in an employee's account at the end of the plan year that exceed the rollover amount shall be forfeited. In addition, any balance remaining in an employee's account on the date the individual terminates employment with the City will be forfeited after all claims are paid. The Finance Director shall provide each employee an HRA Summary Plan Description that lays out the above criteria and other benefit details regarding eligible uses, claims procedures and continuation rights.

ARTICLE 11 - RETIREMENT

Section 1. The City agrees to continue its participation in the Maine Public Employees Retirement System (MPERS) for current Fire Department employees. The current program includes one-half (1/2) pay as computed by the Maine Public Employees Retirement System after twenty-five (25) years of service with no age attainment required. There shall be deducted for the current program from the weekly gross compensation of each fire officer, the amount specified as the fire officer's contribution by the Maine Public Employees Retirement System.

Section 2. A retiring fire officer shall be entitled to a payout of twenty-five percent (25%) of his accumulated sick leave up to a maximum payout of three-hundred and sixty-six (366) hours, upon regular retirement from the City under the terms of the Maine Public Employees Retirement System. Grandfathered Fire Officers that maintain time banks that exceed the sick leave maximum of 366 hours are excluded from that maximum.

Section 3. The parties understand that the MPERS will require the City and its employees join one of the consolidated plans which may require a higher contribution rate for both the City and its employees. Both the Union and the City agree that such higher contributions may be assessed without further negotiations.

ARTICLE 12 - LEAVES

Section 1. Bereavement. Each Fire Officer will be allowed up to forty-eight (48) hours of leave with pay for the purpose of attending the funeral in the case of a death occurring in the Fire Officer's immediate family. The term "immediate family" shall include the Fire Officer's spouse, child, step-child, brother, sister, mother, father, mother-in-law, father-in-law,

grandmother, grandfather, spouse's grandmother, and spouse's grandfather. It is understood that this leave is not intended as vacation time and only that portion of the allowable leave which is necessary in order to accomplish the purposes set forth above will be taken by the Fire Officer. One (1) day of leave shall be allowed, when necessary, for attending the funeral of a brother or a sister of the Fire Officer's spouse. In those cases, when unusual circumstances exist, additional time off, with or without pay, may be arranged in the discretion of the Deputy Chief.

Section 2. Jury Duty. Employees shall be granted a leave of absence anytime they are required to report for jury duty or jury service. The City shall pay the difference between the pay for such jury duty service and the employee's regular pay, provided the employee submits proof of jury duty pay received.

Any employee called to such duty whose service is not required should return to scheduled work as soon as it is practicable.

Section 3. Sick Leave.

(a) Sick leave shall accrue at the rate of twelve (12) hours of paid sick leave for each full calendar month of employment cumulative to a maximum of one thousand three hundred forty-four (1344) hours. Employees who have accrued more than 1344 hours as of the effective date of this Agreement will be permitted to accrue hours up to that amount provided they do not exceed 1680 hours. The grandfathered employee's maximum sick leave bank will be reduced as used until it reaches the maximum of 1344 hours. The first month of an employee's service shall be counted as a full month of service if employment begins on or before the fifteenth day of the month.

(b) Each Fire Officer will be permitted to take up to ninety-six (96) hours of his sick leave allowance, each year, for the purpose of attending to a sick member of the Fire Officer's family. For purposes of this Section, the family shall be deemed to include only the Fire Officer's spouse, child or step-child living in the household.

Family Sick Leave is limited to the care of immediate family members for serious illness. Any employee taking Family Sick Leave may be required to present to the Deputy Chief a medical slip, or otherwise explain the nature and seriousness of the illness. A medical slip, if requested, shall be obtained at the City's expense.

(c) Sick leave may be used only in the following case: personal illness or physical incapacity of such a degree as to render the employee unable to perform any of the duties of his position. If requested by the Deputy Chief of the Department, the Fire Officer shall furnish a certificate of a qualified physician certifying the condition of the Fire Officer to be such as to justify absence from employment. Said certificate shall be at the City's expense, provided that the Fire Officer uses a physician designated by the City.

(d) Sick leave shall be accumulated during probationary periods and may be used by the probationary Fire Officer in the same manner as it is used by a regular Fire Officer.

(e) Fire Officers completing three (3) consecutive months of employment without taking sick leave will be granted twenty-four (24) hours of sick leave bonus. Sick leave bonus hours will not be charged against sick leave and may be taken by the Fire Officer for any purpose except as substitution for suspension as a result of disciplinary action. Twenty-four (24) hours of sick leave bonus will be granted after each three (3) month period for which sick leave is not taken. When sick leave is taken, a Fire Officer shall become entitled to sick leave bonus hours on the same day three (3) months after the most recent sick leave. Sick leave bonus hours must be scheduled and approved by the Chief of the Department in accordance with the Fire Officer's preference and the needs of the City, but cannot be taken on Christmas Day or New Year's Day. Family sick leave is not considered sick leave for purposes of this Section. For the purpose of computing eligibility for sick leave bonus, absences which qualify for workers compensation benefits shall neither be counted as sick leave used or as time earned towards the three month period.

Section 4. Military Leave. Any Fire Officer in a full-time position who is a member of the National Guard or Naval Militia, or of the Military or Naval Forces of the United States, and is required to undergo field training therein, shall be entitled to a leave of absence with pay for the period of such training, but not to exceed two weeks in any one year, in addition to the annual vacation leave, provided the amount of compensation paid to such Fire Officer for such leave of absence shall be the difference between his compensation for military activities as shown by a statement by military authorities giving his rank, pay and allowance, and the amount of the Fire Officer's regular weekly salary. If the compensation for military service is equal to or greater than the salary due as a Fire Officer for the period covered by such military leave, then no payment shall be made.

Section 5. Personal. After the first employment year, Fire Officers shall be granted twenty-four (24) hours of personal leave each employment year to be used for any purpose other than substitution for suspension as a result of disciplinary action. Personal leave shall be in addition to accumulated vacation leave and holidays. Personal leave must be scheduled and approved by the Chief of the Department in accordance with the Fire Officer's preference and the needs of the City, but cannot be taken on Christmas Day or New Year's Day. A combination of up to one hundred twenty (120) hours of sick leave bonus and personal leave may be carried forward.

Section 6. Leaves of Absence. Any request for a leave of absence which is not available under Article 12 shall be submitted in writing by the Fire Officer to the Deputy Chief. The request shall state the reason for the requested leave of absence and the length of time off sought. Depending upon the reason for the leave, the length of time off requested, the availability of manpower and suitable replacements, and any cost involved, the Deputy Chief, in his sole discretion, may grant a leave of absence.

Authorization for a leave of absence shall be furnished to the Fire Officer by the Deputy Chief, and it shall be in writing.

Any request for a leave of absence shall be answered promptly. Request for immediate, emergency leave shall be answered before the end of the shift during which the request is submitted.

Section 7. Personal, sick leave bonus, and individual vacation permitted under this contract, may be taken in whole one (1) hour increments but only during the day shift where fire officer coverage is on shift and available and with permission of the Chief, provided, however, that Fire Officers may take off time in blocks of ten (10) hour days and fourteen (14) hour nights.

Section 8. The City and the Union agree to allow Fire Officers to accumulate flex time as a result of attending and/or participating in meetings, classes, seminars, displays, etc., representing the department outside of their regular weekly schedule. The accumulation of flex time shall be at time and a half the rate for hours actually worked, provided the individual Fire Officer worked his/her regular weekly schedule. Individual Fire Officers will be allowed to accumulate up to 96 hours of flex time.

Section 9. Eligible Fire Officers will be entitled to FMLA in accordance with the City's Policy which is attached as Exhibit A by way of illustration and does not restrict the City's right to make changes to the policy.

ARTICLE 13 - UNIFORMS

Section 1. The City will furnish each Fire Officer uniforms of sufficient number to bring each Fire Officer up to the following standards:

- Three (3) long sleeve shirts
- Three (3) short sleeve shirts
- Four (4) pair of trousers
- One (1) blue ball cap
- One (1) black belt
- One (1) pair black shoes or station boots (every year unless exceptions are granted by the Chief of Dept., repaired as needed and paid for by the City).
- One (1) winter jacket
- Two (2) gold badges (for Captains)
- Two (2) silver badges (for Lieutenants)
- One (1) pair work coveralls

Section 2. The Fire Officer shall present to the Chief of the Fire Department any clothing he believes worn beyond use and if the Chief of the Fire Department determines that it should be replaced, he will, within a reasonable time, see that a new article is provided to replace that item turned in. Fire Officers may keep shirts, pants, boots or shoes being replaced and the City may mark the article to be replaced.

Section 3. The Fire Officer shall be responsible for the clothing and equipment issued; all such clothing and equipment shall be returned to the City on termination of employment.

Section 4. The Fire Officer shall wear black shoes and a black belt. The Fire Officer, while on duty, shall be clean, wear only the uniform described herein or otherwise furnished by the City and have said uniform neat and well pressed, shoes shined and hair neatly trimmed in such a manner so as not to impair the safe use of protective breathing apparatus and shall be clean shaven. Exception: When unusual circumstances exist, or in accordance with departmental alternative uniform policy as may be amended from time to time, the Deputy Chief or his authorized representative may permit the use of non-uniform clothing. Any alternative uniform must be purchased at the cost of the employee. If the city requires the use of an alternative uniform, they must provide it for the fire officer.

Section 5. The City will continue to make reasonable provisions to comply with all laws concerning the health and safety of Fire Officers, recognizing, however, the potentially hazardous nature of firefighting. The Union will cooperate by encouraging all Fire Officers to perform their work in a safe manner, in accordance with the City's rules, regulations and operating procedures.

The City shall provide Fire Officers with reasonable and safe equipment used in the regular performance of their duties as Fire Officers.

ARTICLE 14 - WORKERS' COMPENSATION

Section 1. Any Fire Officer who, while in the performance of assigned duties, sustains an injury which prohibits the performance of regular duties for a period of forty-eight (48) consecutive work hours or less shall receive full regular pay for such a period of absence from employment occasioned by said injury. The City Manager shall extend full pay benefits beyond forty-eight (48) consecutive work hours to provide compensation in the case of extra-hazardous injuries, as defined in Section 2 below.

In the event that the Fire Officer receives payment from the insurance carrier and is granted a full pay benefit from the City, the City shall pay the amount over and above the amount paid by the insurance carrier as would equal regular full-time pay for said Fire Officer. The Fire Officer, as a condition of employment, is obligated to turn over to the City any payments made by the insurance carrier to the Fire Officer for the compensable period in which the City made the total regular wage payment to the Fire Officer. Immediately after the

occupational injury or illness, the Fire Officer is required to report to his/her supervising officer or to the Deputy Chief and insure that a City of Brewer Occupational Illness and Injury Report is completed within twenty-four (24) hours of the occupational injury or illness. The Fire Officer may be required to verify the illness by a doctor's certificate presented to the City.

Section 2. Extra-hazardous injuries are defined as follows:

- (a) Injuries sustained on the fireground or on the scene of an emergency.
- (b) Injuries sustained while en route to or from the fireground or the scene of an emergency.
- (c) Injuries sustained in officially-designated and supervised training sessions. Injuries sustained in such training sessions must be immediately reported to the supervisor.
- (d) Injuries sustained in any other authorized situation in which the Fire Officer is exposed to extra-hazardous conditions which contribute to the injury.

Section 3. The City reserves the right to grant such pay differential in cases not described above on a case-by-case basis, with no individual award being used as precedent in any other instance. This Section is not subject to grievance and arbitration procedures set forth in Article 18.

Section 4. Physical Injury. Any Fire Officer involved in any accident shall immediately report the accident to his/her immediate supervisor, when possible, and any physical injury sustained. The report will be made on a form provided by the City.

ARTICLE 15 - RULES AND DISCIPLINE

Section 1. Disciplinary action or measures shall include only the following:

Oral reprimand (written notice)

Written reprimand

Suspension (notice to be given in writing)

Discharge

Disciplinary action may be imposed upon a Fire Officer only for just cause.

Section 2. Because of their leadership position, the Fire Officers shall be held to a standard of performance and conduct as an officer, and are expected to lead by example.

Section 3. The City's action to correct, discipline or discharge a Fire Officer shall be subject to the grievance and arbitration procedures set forth in Article 17. When such action is taken, the City will do so without an intent to embarrass the Fire Officer before other unconcerned employees or the public.

Section 4. Pre-termination hearing.

1. When the City is considering terminating a Fire Officer for disciplinary reasons, the City Manager shall hold a pre-termination hearing, prior to the termination. The hearing shall be held within ten (10) calendar days after a Fire Officer is placed on suspension, or after the City determines there is cause to consider termination. The Fire Officer shall be given written notice of the reasons termination is being considered, at least 72 hours in advance of the hearing. Copies of the notice shall also be delivered to the Union Steward or Alternate Steward and the Council Representative.

2. At the hearing, the Fire Officer shall be given the opportunity to present a defense and shall be represented by a co-worker and/or a Union representative.

3. After the hearing, if the Fire Officer is terminated, the Fire Officer shall be provided with a written statement of the reasons.

4. Prior to the hearing, the City may suspend the Fire Officer, with or without pay, pending the results of this hearing.

Section 5. In addition to disciplinary action set forth in this Article, the City also reserves the right to take corrective action to improve Fire Officer performance. These actions may include counseling sessions and corrective probation, not to exceed six (6) months. A Fire Officer has the right to grieve such corrective action within seven (7) days of receipt of written notice. Notice shall be sent to the Union at the same time as such notice is given to a Fire Officer.

ARTICLE 16 - LENGTH OF SERVICE

Section 1. Definition. Length of service is defined as uninterrupted employment since a Fire Officer's most recent date of hire on the City's Fire Department. Interruption of work for authorized vacation, use of accrued sick leave, authorized leave of absence, bereavement leave, reserve or National Guard Training duty, jury duty, and for work related injuries shall not be considered interruption of employment for purposes of this Article.

Section 2. Posting of List. The City shall post a list setting forth both the date of hire into full-time service for each Fire Officer, as defined in this Article and the date of hire/promotion into this bargaining unit, on or about January 1st of each year. A copy of the list shall also be sent to the Union. Any objection to the established list must be registered in writing with the Deputy Chief within ten (10) days of its posting. If no objections are filed within the ten (10) day period, the list shall be deemed to have been accepted by the Union and the Fire Officers, and no further objections may be registered during that calendar year.

Section 3. Termination of Length of Service. A Fire Officer's length of service shall be terminated and his rights under this Agreement and to employment by the City forfeited for any of the following reasons:

- a. Discharge, resignation or retirement;
- b. Absence without sufficient reason or without proper notification to the City;
- c. Time lapse of twelve (12) consecutive months since the employee's last day of actual work for the City, regardless of reason, except in the case of an absence due to an extra hazardous work-related injury (as defined in Article 14), in which case it shall be twenty-four (24) consecutive months;
- d. Failure to return to work upon the expiration of an authorized leave of absence.

Section 4. Layoff. If the City decides to lay off any Fire Officers, the City shall choose the officers to be affected by the layoff on the basis of qualifications for the remaining work within the bargaining unit. Where skill, knowledge, experience and past performance are equal, length of service shall be the governing factor. In determining qualifications, the City shall appoint a panel of three fire and supervisory professionals which may include Chiefs or Assistant Chiefs from fire departments in the State of Maine, officers in the State Fire Marshall's Office and City or Town Managers. The panel may include the Deputy Chief and the City Manager of Brewer. The list of panelists selected by the City shall be sent to the Union for review. The Union may strike two of the names in the first panel submitted who shall be replaced by the City. The panel may review personnel records of all officers, conduct interviews with all officers and may speak with their superiors concerning their qualifications. The officer(s) selected for layoff by the panel shall revert to the firefighters bargaining unit and shall be placed in that unit by their date-of-hire seniority. The decision of the panel shall be final, subject to the right of either party to appeal the panel's decision directly to arbitration.

Section 5. Rank and Promotion. The rank of Lieutenant is established within the Fire Officers bargaining unit. The City shall maintain at least two full-time persons in the rank of Captain at all times during the term of this contract.

Section 6. Sabbatical. After five (5) years of service as a full-time Fire Officer, the Chief may grant a sabbatical of up to two (2) weeks with pay for a Fire Officer to participate in a fire service activity such as forest fire fighting which would benefit both the perspective of the Fire Officer and the Brewer Fire Department. Once a Fire Officer has taken a sabbatical, that Officer must wait five (5) years until the next may be taken. Only one Fire Officer may be absent at a time during a sabbatical. Where the Fire Officer is paid for his work while on sabbatical, the City's obligation will be to make up the difference in pay for up to a two (2) week period of time.

ARTICLE 17 - GRIEVANCE PROCEDURE

Section 1. Grievance Steps. Individual Fire Officers are encouraged to discuss problems which may lead to the filing of grievances with the Deputy Chief.

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

Step 1. The Union Steward, with or without the Fire Officer, shall take up the grievance or dispute with the Deputy Chief within fourteen (14) calendar days, or to the next working day of the Deputy Chief, whichever is longer, of the date of the occurrence giving rise to the grievance. The Deputy Chief shall attempt to adjust the matter and shall respond in writing to the Steward within seven (7) calendar days.

Step 2. If the grievance has not been settled, it shall be presented in writing by the Union to the City Manager within seven (7) calendar days after the Deputy Chief's response is due. The City Manager, the grievant (if individually filed) and the Union shall meet to discuss the grievance within fourteen (14) calendar days of the City Manager's receipt of the appeal to Step 2. If the grievance is not satisfactorily resolved, the City Manager shall send his written response to the Union with a copy to the grievant within seven (7) calendar days from the day the meeting was held.

Step 3. If the grievance is still unsettled, the Union may, within twenty-one (21) calendar days after the response of the City Manager is due, request arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the City and the Union within seven (7) calendar days after notice has been given to the City. If the parties fail to select an arbitrator, the Maine Board of Arbitration and Conciliation or The Labor Relations Connection shall be requested by either or both parties to initiate its arbitrator selection process in accordance with the Voluntary Labor Arbitration Rules.

Section 2. Arbitrator's Jurisdiction. The jurisdiction and authority of the arbitrator over the grievance and his opinion and award shall be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the Union and the City. He shall have no authority to add to, subtract from, alter, amend or modify any provision of this Agreement, or to hear the merits of any grievance which is not a grievance as defined in this Agreement or which has not been timely and properly processed in accordance with these procedures. He shall not impose on either party hereto a limitation or obligation not explicitly provided for in this Agreement; nor establish or alter any wage rate or wage structure; nor interpret any federal or state statute, regulation or order, or any local ordinance, order or resolve when the compliance therewith shall be involved in the consideration of the grievance; nor interpret any contract or agreement not negotiated by the parties, for example, insurance agreements; nor consider any term or condition of employment or any other matter not expressly

set forth within the provisions of this Agreement. The arbitrator shall not hear or decide more than one grievance without the mutual consent of both the City and the Union. The written award of the arbitrator on the merits of any grievance properly processed and adjudicated within his jurisdiction and authority as specified in this Agreement, shall be final and binding on the Union, the City, and its employees.

Section 3. Arbitration Expenses - The costs and expenses for the arbitrator shall be borne equally by the parties. If either party desires a transcript of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available to the other party and the arbitrator by equally splitting the costs with the other party. Fire Officers called by the City as witnesses shall be reimbursed by the City for any loss of normal working time; Fire Officers called as witnesses by the Union shall be reimbursed by the Union for any loss of normal working time. The fees and expenses of counsel employed by either party shall be borne by the parties so employing.

Section 4. Whenever possible, the arbitrator shall render his decision within thirty (30) calendar days of the date the arbitration hearing was closed.

Section 5. In the event a disagreement exists regarding the arbitrability of an issue, the arbitrator shall make a preliminary determination whether the issue is arbitrable under the express terms of this Agreement. Only after a determination is made that such a grievance is arbitrable, may the arbitrator proceed to determine the merits of the grievance.

Section 6. All time limits contained in this Article may be extended by mutual agreement of the parties and shall be confirmed in writing.

Section 7. Should the City fail to render a decision within the specified time limits, the grievance shall be considered automatically appealed to the next step of the Grievance Procedure (except to arbitration). If the Union fails to appeal a grievance to the next step or initiate or pursue arbitration within the time limits provided, the grievance shall be deemed finally settled in accordance with the City's last answer, and the Union shall be deemed to have waived the arbitration. No individual Fire Officer shall have the right to invoke the arbitration process.

Section 8. Written responses at each Step will be given to the grievant with a copy to be furnished to the Union.

Section 9. The purpose of this Section and the intention of the parties is to settle grievances in the very lowest step possible.

Section 10. Fire Officers will not be compensated for time spent in Union meetings or grievance procedures while off duty.

ARTICLE 18 - TRIAL PERIOD

Fire Officers promoted from firefighter within the Brewer Fire Department shall be considered probationary Fire Officers until they have completed six (6) months of continued employment. Fire Officers hired directly into the Brewer Fire Department without prior, consecutive service as a full-time firefighter with the Brewer Fire Department, shall be considered a probationary Fire Officer until they have completed twelve (12) months of continued employment. All Fire Officers who have successfully completed their probationary periods shall become regular Fire Officers. During the probationary period of employment, any Fire Officer may be terminated without compliance with the terms of this Agreement.

ARTICLE 19 - MISCELLANEOUS

Section 1. The first copy of this Agreement for each Fire Officer will be supplied by the City.

Section 2. Political Activity. Fire Officers shall not circulate petitions or campaign literature for elective City officials, or in any way be concerned with soliciting or receiving subscriptions, contributions, or political service from any person or for any political purpose pertaining to the government of the City. This rule is not to be construed to prevent the City employees from becoming, or continuing to be, members of any political organization, from attending political organizational meetings, and expressing their views on political matters or from voting with complete freedom in any election.

Section 3. It is understood that the City may require a Fire Officer to work overtime. When a Fire Officer is not relieved upon shift change (due to death, resignation, incapacity because of sickness or any other cause) and is unable to find a relief, he must work. A Fire Officer required to work said unscheduled extra may purchase food for an additional meal either at a store or restaurant, and receive reimbursement up to \$10.00 from the City upon presentation of a receipt for the purchase to the Chief's office.

Section 4. Regionalization. The parties agree to reopen the contract for negotiations upon the City's request should the City participate in regionalization with another fire department to negotiate the impact and effects of such an action.

Section 5. Work Schedules. The parties agree to reopen the contract for negotiations upon the City's request to negotiate changes in the Fire Officers schedule should there be a change in the schedule of the IAFF bargaining unit.

ARTICLE 20 - SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement, or of any riders thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or

enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereof, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands, notwithstanding any provision in this Agreement to the contrary.

ARTICLE 21 - RESIGNATION

Fire Officers shall provide the City Manager with a two (2) week written notice of resignation. Fire Officers who fail to provide this notice will not leave in good standing with the City. A separated Fire Officer shall turn in all equipment owned by the City. Failure to return such equipment shall be cause to withhold any separation pay (other than wages due and outstanding vacation time) due the Fire Officer.

ARTICLE 22 - COMPLETE AGREEMENT

This Agreement constitutes the entire contract between the City and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, the City and the Union, for the duration of this Agreement, waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter which is subject to collective bargaining whether or not such subject or matter is specifically referred to herein, or even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 23 - UNION SECURITY

Section 1. All Fire Officers shall have the right to join or refrain from joining the Union. No Fire Officer 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 bargaining agent and agrees to represent all Fire Officers in the bargaining unit without discrimination, interference, restraint or coercion.

Section 2. The Union shall have the exclusive right to payroll deductions for Fire Officers' bi-weekly membership dues and benefit premiums from the pay of those Fire Officers

who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City by Council 93, and the aggregate deductions of all Fire Officers shall be submitted together with an itemized statement to the Union by the fifteenth (15th) day of the succeeding month, after such deductions are made.

The written authorization for payroll deductions of Union membership dues shall be irrevocable during the term of this Agreement, except that a Fire Officer may revoke the authorization, effective upon a written notice ninety (90) days in advance to the Union and the City.

The authorization for deduction of benefit fund contributions may be stopped at any time, provided the Fire Officer submits in writing, to the City and the Union, a sixty (60) day notice of such intent.

Section 3. The Union agrees to indemnify, defend and save the City harmless from any and all claims in any type of forum, including but not limited to state or federal courts, administrative or regulatory agencies, arising out of any instance in which the City, in reliance on any assignment, authorization, or certificate which shall have been furnished to it under the provisions of this Article, has withheld funds.

ARTICLE 24 - UNION AFFAIRS

Section 1. The City agrees that during scheduled hours of duty, but not at times when work is scheduled, expected or required, while on the City's premises and without loss of pay, Fire Officers shall be allowed to:

Post Union notices;

Distribute Union literature;

Solicit Union membership during other employees' nonworking time;

Transmit communications, authorized by the local Union or its officers, to the City or its representative;

Consult with the City or its representative, concerning the enforcement of any provisions of this Agreement (this only applies to the Union Steward).

In addition, the City agrees that during scheduled hours of duty a Fire Officer may attend negotiation sessions without loss of pay, provided he remains available for all emergency calls and is not replaced at City expense.

Section 2. The City agrees to furnish space for suitable bulletin boards in a convenient place to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

Section 3. The City agrees that the Staff Representative, or other representatives of AFSCME, may enter the Public Safety Building at any time during work hours to conduct Union business and that prior notice of such visits shall be given to the Deputy Chief whenever possible.

ARTICLE 25 - WORK RULES

Section 1. The Union acknowledges the right of the City to issue, revoke and amend rules and regulations governing the safety expectations, conduct and performance of its Fire Officers, from time to time during the term of this Agreement which are not inconsistent with the specific provisions of this Agreement. The City will provide the Union with a copy of such rules and regulations at least ten (10) days prior to their effective date, and will post such rules and regulations at least ten (10) days prior to their effective date. Provided, however, that if in the sole judgment of the City, the City determines that the delay of effect of such rules and regulations caused by notice and posting will interfere with the efficient operations of the City, such rules and regulations shall become effective immediately upon posting. The City further agrees to furnish each Fire Officer with a copy of all existing work rules within thirty (30) days after they become effective. New Fire Officers shall be provided with a copy of the rules at the time of hire.

Section 2. Fire Officers shall comply with all existing work rules. The City shall not issue any work rules which are in conflict with the terms of this Agreement and the City agrees that all work rules shall be consistently applied and consistently enforced.

Section 3. Pulmonary Function Testing. As part of their duties in the Brewer Fire Department, each Fire Officer must be certified for SCBA use according to the Maine and federal Respiratory Protection Standards as they may exist from time to time. If the Fire Officer is unable to obtain the required certification for respirator use from the City's physician or licensed healthcare professional, the Fire Officer may seek a second evaluation by the City's physician (at the City's expense) or by the Fire Officer's own physician (at the Fire Officer's expense). If performed by the Fire Officer's own physician, the City shall cooperate in providing the necessary information to the Fire Officer's physician so that an appropriate evaluation can be made.

The Fire Officer shall have a period of sixty days to complete all evaluations. If after two timely physician's evaluations the Fire Officer is still unable to obtain the required certification for SCBA use, the Fire Officer shall not perform duties as a Fire Officer. If other work is not assigned a Fire Officer, available sick leave may be used. In addition, if a Fire Officer needs

time for treatment, rehabilitation, and/or recuperation, the Fire Officer may also draw upon available sick leave to the extent such absence is not covered by workers' compensation benefits.

If a Fire Officer is unable to meet the required standards for wearing and using an SCBA and it is unlikely that the Fire Officer will be able to do so within nine (9) months after the first evaluation, then the Fire Officer shall be terminated from employment by the City, such termination constituting cause under this Agreement. Upon such termination, the City shall pay to the Fire Officer, one half of the accrued, unused sick leave remaining in that Fire Officer's account.

Section 4. Drug Testing.

(a) Policy. The City and the Union 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 and absolve illegal drug usage through education and rehabilitation of the affected personnel.

(b) Informing Fire Officers. Fire Officers 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 consequences of testing positive.

(c) Employee Testing. Fire Officers 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 Fire Officers, 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 Fire Officer's work performance is impaired due to drug or alcohol abuse, the Chief may ask the Fire Officer 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 Fire Officer.

(d) 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. 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.

(e) Laboratory Results. Positive test results must be competently reviewed by a physician. This action shall include conducting a medical interview with the affected Fire Officer, review of the Fire Officer'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.

(f) 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 Fire Officer for time and expenses incurred in being tested.

(g) Rehabilitation Program. Any Fire Officer 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.

(h) Right to Appeal. The Fire Officer 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.

(i) Union Held Harmless. This drug and alcohol testing program was initiated at the request of the City. 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 26 - TERM OF AGREEMENT

This Agreement shall become effective upon execution, and shall remain in full force and effect until June 30, 2024. Either party shall notify the other in writing of its intention to renegotiate a successor agreement at least one hundred twenty (120) days before the expiration of this Agreement. After expiration of this Agreement and provided a successor agreement has not been agreed to, this Agreement shall continue in effect during negotiation, except that its continuation may be terminated by either party by serving written notice upon the other party not less than ten (10) days prior to the desired termination date. The parties agree that they will begin the process of negotiations at least sixty (60) days before the expiration of this Agreement.

This Agreement may be amended at any time by mutual agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates below.

CITY OF BREWER

Date: _____



Stephen Bost, City Manager

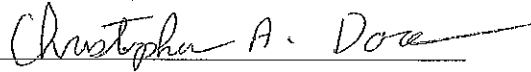
Date: _____

Date: _____

Date: _____

COUNCIL NO. 93, LOCAL 1828,
AFSCME, AFL-CIO

Date: 6/24/21



Date: _____
