

FIRE DEPARTMENT

AGREEMENT

Between

CITY OF CARIBOU, MAINE

and

Caribou Professional Firefighters, IAFF Local 5191

Affiliated with the

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

This Agreement is entered into by and between the City of Caribou, Maine, hereinafter referred to as the Employer, and Caribou Professional Firefighters, IAFF Local 5191 hereinafter referred to as the Union.

Effective January 1, 2020 through December 31, 2020

THE PARTIES AGREE AS FOLLOWS.

ARTICLE 1 - PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Law (Title 26, M.R.S.A., 961 through 974, 1964, as amended), the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morals and to promote effective and efficient municipal operations.

ARTICLE 2 - RECOGNITION

The City hereby recognizes that the Union is the sole and exclusive representative of all Fire Fighters, Crew Chiefs and Captains in the Caribou Fire Department, except as provided herein, for the purpose of bargaining with respect to wages, hours of work, and working conditions.

The City agrees not to enter into any agreement or contracts with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE 3 - UNION SECURITY - DUES CHECKOFF

All Fire Fighters, Crew Chiefs and Captains of the Caribou Fire Department shall have the right to join or not join the Union. No employee shall be favored or discriminated against either by the City or by the Union because of his membership or non-membership in the Union. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees covered under this agreement without discrimination, interference, restraint or coercion.

The City recognizes that employees who are part of the Union may have obligations to pay monthly dues to the Union. The City agrees upon receipt of individually signed authorization cards, to deduct the Union established dues and or fees, uniform assessments fees, etc. from the wages of each Union member employee.

The City will then remit such check off to the Union before the first day of the month immediately next succeeding. Such remittance shall be accompanied by an itemized statement showing the names of each employee and the amount checked off for dues.

ARTICLE 4 - MANAGEMENT RIGHTS

The City retains all right and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement. Such rights shall include and shall not be limited to: operation and management of the City's Fire and Ambulance Department; the direction of the working force; the right to hire, discharge and discipline; to change assignments; to promote or demote, to suspend, to reduce or expand the working forces; to transfer, to maintain discipline, to establish work schedules, to introduce new, improved or changed methods of work to facilities; to change, combine or eliminate jobs, work tasks, or positions.

The City's not 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.

The City may hire temporary, seasonal or part time help for special events or shorthanded occurrences.

The City may not retain part time help as a means of permanently displacing regular full-time employees.

ARTICLE 5 - STRIKES AND SLOWDOWNS PROHIBITED

For the duration of this agreement, the Union, its officers, representatives, Stewards and members shall not, directly or indirectly, authorize, instigate, cause and encourage, ratify, support or suggest or condone, nor shall any employee, directly or indirectly, take part in any strike, slowdown, or stoppage of work, or other interruption of work, or take any action or inaction which would involve suspension or interference with the normal work of the City Department, mass resignation, or absenteeism.

Failure or refusal on the part of any employee or agent to comply with any provision of this Article 5 shall be cause for whatever disciplinary action, including suspension or discharge, deemed necessary by the City. In consideration of no-strike pledge by the Union and employees, the City shall not lock out employees for the duration of this Agreement. Neither the violation of any provision of this Agreement nor the commission of any act constituting unfair labor practices or otherwise made unlawful by any Federal, State or local law, shall excuse employees, the Union or the City from their obligations under the provisions of this Article 5. Alleged violation of any provision of this Article 5 is appealable immediately by either party to the Superior Court within and for the County of Aroostook and State of Maine for the purpose of securing specific performance of the provisions of this Article 5.

ARTICLE 6 - TIME OFF WHILE PERFORMING UNION DUTIES

All employees covered by this Agreement who are Stewards of the Union shall be allowed time off with pay for official Union business with representatives of management upon appointment, if there is sufficient manpower available to cause no interference with Departmental operations. Stewards of the Union shall be allowed time off with pay during their regular work or shift hours to investigate grievances or to attend grievance hearings, but in no case shall such time exceed a total of two (2) hours per day for not more than one (1) representative.

No time off or leave of absence shall be permitted under this Article 6, unless the Fire Chief determines there is sufficient manpower available for normal departmental operations.

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

ARTICLE 7 - SENIORITY - PERSONNEL REDUCTIONS

Section 1 - In the event of either layoffs or recall to duty following such layoffs, seniority of the employees within the division or specialized field involved (work classification) shall be the governing factor but shall not be the sole consideration in matters affecting work shifts.

Section 2 - Seniority shall also be the deciding factor in promotions to higher paying jobs and for filling of job vacancies when two or more senior employees are equally qualified.

Section 3 - Extra work assignments shall be assigned to the regular employees by seniority on a rotation basis, provided the senior employee is available at the time the work is assigned and is qualified to do the work. If no member of the department is available and/or qualified, cross-trained volunteer firemen may be called. If no cross-trained person is available, a person qualified for the job assignment, e.g., an EMT for ambulance, may be called.

In cases of scheduled special events requiring on-scene ambulance stand-by, such as coverage at race tracks, one member of the department and qualified (EMT) volunteers may be retained. If no member of the department is available and/or qualified, a cross-trained volunteer fireman may be called. On prescheduled non-emergency out-of-County transports, one member of the department and qualified (EMT) volunteers may be retained. If no member of the department is available and/or qualified, one cross-trained volunteer fireman may be called. Extra work assignments shall include such outages as FMLA, sickness, injury, attendance upon family members, or unpaid leave and shall be treated as any other assignments or outages when backfilling staff. As per past practice, the Chief shall consult with the Union regarding extra work assignments.

Section 4 - Employees working on such extra work assignment. shall be paid at the rate of one and one-half (1 1/2) times the straight hourly rate.

Section 5 - When the opportunity arises for members of the department to attend schools, senior employees who have not had previous opportunity to receive such training shall be given first consideration. All training shall be done in accordance with state law.

A notice of any forthcoming school shall be posted at least two (2) weeks prior to the start of the school whenever possible.

Section 6 - The City shall establish a seniority list, and it shall be brought up to date on January first (1st) of each year and posted on the bulletin board as soon as practicable thereafter. A copy of same shall be sent to the designated representative of the Union. Any objection to the seniority list, as posted, must be reported to the city within ten (10) days from the date of posting or it shall stand as accepted; and any further and/or subsequent objection shall become null and void.

Section 7 - A break in employment to draw early state retirement benefits will not constitute a break in seniority or employment.

ARTICLE 8 - DUTIES OF EMPLOYEES

Section 1 - The duties of the employees covered by this agreement shall be the protection of life and property; the prevention, control and extinguishment of fire; participation in training, inspection services and fire prevention activities; public education and provision of emergency medical care; participation in training and public health and safety functions; the care, custody and maintenance of fire and emergency medical care equipment, apparatus and quarters, and carrying out of the duties normally required of a Fire Department as defined in the "job description/duties" referred to in Article 4. However, nothing shall be construed as diminishing the current duties of the employees, duties to those consistent with prior practices, or as precluding the assignment of new duties to carry out the general purpose served by present duties as changing condition or technology warrant. Employees may be permitted to perform services for private interest and be gainfully employed outside of the

department, provided prior approval and consent thereof is obtained from the Fire Chief, primarily for the purposes of avoiding schedule conflicts and of maintaining codes of conduct.

Section 2 —All employees must maintain a current State of Maine EMS license. The State notifies the holder of the EMS license of pending expiration or status changes. It is therefore imperative that the employee notify the Chief of any status change or lapse of said License. Failure to notify the Chief of any status change prior to expiration or change in License status will result in immediate disciplinary actions up to suspension without pay pending reconciliation of License status. Any changes in, or suspension of, said license must be reported to the Chief immediately. Pay to be adjusted to proper EMS license level with effective date of change. In special circumstances, a reasonable amount of time will be allowed for relicensing.

Section 3 - All drivers are to be licensed commercial vehicle operators to aid in the reduction of deaths, accidents, injuries, and loss of fire equipment due to fire apparatus related accidents. This policy applies to all drivers responsible for operating fire department vehicles that have gross vehicle weight rating or gross combination weight rating, or gross vehicle weight or gross combination vehicle weight of 20,001 pounds or more. Operators that meet the above requirements must obtain a Class B Commercial Driver's License with both an air brake endorsement and tank endorsement and complete an emergency vehicle operators' course if the vehicle is involved in emergency response.

Current and future employees will have two years from the effective date of this agreement or their hire, whichever is later, to obtain the commercial license.

CDL applications will be made available for all drivers meeting the above criteria. The application fee will be covered by the Fire Department. Testing fees, if any, for an initial test and one retake will be covered by the department for both written and practical examinations. Employees will be responsible for any retake testing fees after the first retake exams.

If there are some unforeseen circumstances where an individual cannot meet the above standard or needs extra time to complete, each situation will be evaluated by the Fire Chief to determine validity and will be handled accordingly.

As outlined in the MDOL Compliance Directive 24-11, the Fire Chief shall determine the annual training standard for the department with regards to maintaining capabilities as a CDL driver.

ARTICLE 9 - HOURS OF WORK - WORKWEEK - WAGES

Section 1 - Hours of work for Fire Department employees shall be on duty for twenty-four (24) hours, off duty for forty-eight (48) hours on a continuous rotation. Workday shall be defined as twenty-four (24) hours

Section 2 - The guaranteed workweek will consist of a minimum of fifty-six (56) hours per week on an average three (3) week cycle. For base pay purposes, fifty-three of those average weekly hours will be paid at straight time, and three will be paid at time and a half.

Section 3 - The hourly and average base weekly wages for the Fire Department shall be as follows (wages for 2016 will become effective the first full pay period after each side approves the agreement):

Starting pay for new hired employees, who are certified at the Intermediate Level, will receive base wages at the one-year step and those hired at the Paramedic Level, will receive base wages starting at the three-year step. All other seniority benefits are to be at the starting pay level.

2020						
	Starting	After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs	After 5 yrs
FFI/EMT	12.00	12.00	12.21	12.55	13.05	13.65
FFII/EMT	12.10	12.10	12.34	12.70	13.18	13.84
FFI/IV	12.40	12.50	12.80	13.26	13.83	14.45
FFII/IV	12.50	12.60	12.94	13.44	14.02	14.66
FFI/PAR	13.00	13.72	14.37	15.05	15.73	16.41
FFII/PAR	13.18	13.90	14.57	15.26	15.94	16.62

Section 4 — Longevity -

- A. Employees shall receive twenty dollars (\$20.00) a week increase to the current base wage pertaining to said employee upon completion of eight (8) years of continuous service to the department.
- B. Employees shall receive forty (\$40.00) dollars a week increase to the current base wage pertaining to said employee upon completion of twelve (12) years of continuous service with the department. (\$20.00 more than the eighth-year step.)
- C. Employees shall receive sixty dollars (\$60.00) a week increase to the current base wage pertaining to said employee upon completion of sixteen years of continuous service with the department (\$20.00 more than the 12th year step.)
- D. Employees shall receive eighty dollars (\$80.00) a week increase to the current base wage pertaining to said employee upon completion of twenty years of continuous service with the department (\$20.00 more than the 16th year step.)

Captains shall receive sixty-five dollars (\$65.00) per week above base pay. Employees working temporarily as Captain shall be compensated at the higher rate for all time spent as a Captain. (The sixty-five dollars per week becomes effective the first full pay period after each side approves the Agreement.)

Section 5 — Direct Deposit

All employees are required to enroll in the Employer's direct deposit program.

ARTICLE 10 - WORK ASSIGNMENTS

The employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units. This is not to interfere with bona fide contracts with bona fide unions.

10 A.— Meals on Trips:

The City shall reimburse for the reasonable cost of meals for any trip beyond 50 miles.

ARTICLE 11 - MILITARY CLAUSE

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto shall be granted all rights and privileges provided by the Act.

The Employer shall pay the Health and Welfare and Pension Fund contributions on employees on leave of absence for training in the military reserve of National Guard, but not to exceed fourteen (14) days, providing such absence affects the credit or coverage of Health and Welfare and/or Pensions.

ARTICLE 12 - UNION BULLETIN BOARDS

The Employer agrees to provide suitable space for the Union bulletin board. Postings by the Union on such boards are to be confined to official business of the Union.

ARTICLE 13 - UNION ACTIVITIES

Any employee member of the Union acting in an official capacity whatsoever shall not be discriminated against for his acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of union membership or activities.

ARTICLE 14 - INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment 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, that there is no interruption of the working schedule.

Authorized agents of the Union shall have access to the Employer's establishment during normal business hours from 7:00 a.m. to 5:00 p.m. on Monday through Friday for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the working schedule. A twenty-four (24) hour notice to the Chief will be required before this Article can be implemented.

ARTICLE 15 - GRIEVANCE PROCEDURE

Section 1 - A grievance is a dispute concerning the interpretation, application, or alleged violation of the specific terms or provisions of this Agreement. Any grievance arising between the City and the Union or an employee represented by the Union shall be settled in the following manner:

- A. Step One - Fire Chief - Within Ten (10) working days of the date of the grievance arises, the employee and the Steward shall discuss the grievance with the employee's Fire Chief in an effort to resolve the grievance. If the grievance is not resolved with the employee's Fire Chief, then the grievance shall proceed to Step Two.

- B. Step Two - City Manager - If the matter is not satisfactorily resolved by the Fire Chief, the aggrieved and his Steward may, within five (5) days after orally discussing same with Fire Chief, submit a written appeal to the City Manager. The City Manager, within five (5) work days after receiving the appeal, shall meet with the aggrieved employee in an attempt to adjust the grievance. The City Manager shall give the grievant and the Steward a written decision within five (5) work days following said meeting.
- C. Step Three - City Council or its Designee - If the Union is not satisfied with the disposition of the grievance at Step Two, it may submit a written appeal to the City Council or its designee within ten (10) work days after receiving a decision at Step Two. The Council or its designee within fifteen (15) work days following the hearing, shall give the employee and Union a written decision. If the Union does not proceed with the grievance to the Fourth Step within the time limits prescribed in the following subsection and no extension of time is mutually agreed upon, the grievance shall be considered to be satisfactorily resolved.
- D. Step Four - Arbitration - If the grievance is not satisfactorily resolved at Step Three, the Union may appeal to arbitration within ten (10) days after a decision at Step Three is rendered. A request for arbitration may be initiated by the Union serving upon the City Council a notice in writing of an intent to proceed to arbitration. The notice shall identify the Agreement provision in dispute, the issue(s) to be determined, and the employee or employees involved. Upon receipt of a notice requesting arbitration, the parties shall request arbitration of the dispute under the procedures of the Maine Board of Arbitration and Conciliation.
1. The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue(S) presented and shall confine his decision solely to the application and interpretation of this Agreement.
 2. The costs of arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting his own case.

Section 2 - A grievance may be withdrawn by the Union or the aggrieved employee at any time and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any future grievances.

Section 3 - The time limits set forth in the grievance procedure shall unless extended by mutual written agreement of the City and the Union, be binding and any grievance not timely presented or timely processed thereafter, shall not be arbitral.

Section 4 - Saturdays, Sundays and Holidays shall not be included in the time limits set forth in this grievance procedure.

ARTICLE 16 - JURY DUTY PAY

Employees shall be granted a leave of absence for jury duty or jury service and be paid the difference in salary pay and jury pay with no interruption in accumulated benefits. Employees shall notify the Employer within forty-eight (48) hours after they receive jury notice.

ARTICLE 17 - DEFECTIVE EQUIPMENT

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other drivers until the Maintenance Department has adjusted the complaint.

ARTICLE 18 - OVERTIME - CALL BACK - LONGEVITY PAY - HOLIDAYS

Section 1 - Overtime - All hours worked in excess of the employee's normal work week shall be paid for at one and one-half (1 1/2) times the employee's base hourly rate. In lieu of overtime pay, the employee may choose compensatory time off at a rate of one and a half hours for each hour of overtime worked up to 72 hours maximum at any one time; he may take that time off when the shift permits his absence from duty without a replacement being scheduled. The employer agrees to record accumulation of overtime per man and post such list quarterly for review of the bargaining unit member.

Section 2 - Call Back - Employees who report for call back, i.e., work outside their normal scheduled hours shall not be required to perform any work not directly connected with the express purpose of the call back except under the following circumstances; Help is requested or required to maintain emergency equipment or apparatus;

In the event that the call back is to be for an extended period of time such as out of county transfers, said person shall work on crew like a member of that crew, performing duties requested by the captain or his designee.

When an employee receives a call back, the city shall pay for a minimum of two (2) hours at time and one half (1 1/2). If the call back exceeds two hours, the city shall pay all remaining time at the established time and one half (1 1/2) rate, to the highest quarter hour.

Section 3 - When an employee is required by the City to use his private automobile for fire or city business, the employee shall be paid for the use of his car at the rate established annually by the City Council.

Section 4 - Holidays - The following holidays shall be paid holidays for all employees covered by this Agreement:

- | | | |
|--------------------------|---------------------|--|
| 1. New Year's Day | 6. Veteran's Day | 11. Martin Luther King Day |
| 2. Washington's Birthday | 7. Labor Day | (if municipality observes the holiday) |
| 3. Patriot's Day | 8. Columbus Day | |
| 4. Memorial Day | 9. Thanksgiving Day | |
| 5. Independence Day | 10. Christmas Day | |

The holiday rate of pay shall be eight (8) hours pay if the holiday is not worked, with an additional eight (8) hours pay to those men who do work.

In recognition of Thanksgiving and Christmas being family holidays, an employee shall be allowed to receive a two (2) hour mealtime leave with his/her family at home.

Section 5 — Stipend — The City will pay a stipend of \$72.00 per person for 24 hours for two members of the department. This will be over and above the regular callback pay. Both members must remain within 15 minutes of the fire station. The shift going off duty would have first choice. After that, members would be chosen from the callback board for regulars. If no full-time members want the stipend, the paid call force will be utilized in the same manor. Current use of the callback system would remain the same. Swapping on call will be allowed between members.

This stipend will not be considered part of the weekly wage rate but will be paid as part of the weekly payroll.

The City will pay a stipend of \$96.00 per person for 24 hours for two members of the department as stated above for all listed Holidays in Article 19 Sec. 4.

Section 6 - Critical Care Flight paramedics shall receive six (6) hours comp time for each flight transfer, which they perform.

ARTICLE 19 - VACATIONS

The following vacation schedule is available to regular full-time employees:

- After 6 months of service the employee will receive 5 days or 120 hours of vacation.
- After 5 years of service the employee will receive 7 days or 168 hours of vacation.
- After 8 years of service the employee will receive 8 days or 192 hours of vacation.
- After 11 years of service the employee will receive 9 days or 216 hours of vacation.
- After 14 year of service the employee will receive 10 days or 240 hours of vacation.
- After 19 years of service the employee will receive 11 days or 264 hours of vacation.
- After 20 years of service the employee will receive 12 days or 288 yours of vacation.
- After 22 years of service the employee will receive 13 days or 312 hours of vacation.
- After 25 years of service the employee will receive 14 days or 336 hours of vacation.

For the purpose of calculating vacation, one day shall be defined as 24 hours.

On any anniversary of employment with the department, the employee will be granted any increase in vacation entitled to that employee which will be taken before January 1 or within three months whichever is greater.

Entitlement to vacations under this Section shall be determined as of the first (1st) day of the year in which the vacation is taken. Vacations shall be granted at the discretion of the Fire Chief or designee according to seniority in the Department; however, all vacation requests require approval of the Fire Chief or designee. As per past practice, a minimum of 12 hours must be used at a time. No more than one employee per work shift may be on vacation at any given time without approval of the Fire Chief or designee.

In the event of dismissal of an employee, for cause, or if an employee voluntarily leaves his employment, said employee shall be entitled to vacation pay for all unused vacation.

Vacation banks shall be capped at the present levels currently in them as of December 31, 2015. Starting January 1, 2016, vacation shall be used in the year it was accrued. (See Appendix A.)

In the event that an employee covered dies during the term of this Agreement, his accrued vacation credits, if any, shall be paid in the wage equivalent, to the beneficiary on file, or to the estate of the employee if there is no beneficiary on file.

ARTICLE 20 - INSURANCE

Opening Clause

The City of Caribou and the Union shall form a Committee made up of 2 employees from the Fire and Ambulance Department Unit, 2 employees of the Police Department Unit, 2 employees from the AFSCME Public Works Unit and 6 non-union employees. Management shall be represented by the City Manager and the Human Resource Director and or their designees. Management shall provide administrative support, research and advisement to the Committee as necessary.

The task of the Committee shall be the deliberation, evaluation and making of proposals for alternatives to Health Insurance and Sick Leave Policies in their work place. The Committee will be given appropriate administrative support. All meetings of the Committee shall be open with a posted agenda, time, place and date. The Committee shall establish their rules of procedure.

Should the Committee reach a consensus on a different Health Insurance plan/s than the Health Insurance plan currently in effect or alternatives to the Sick Leave Policies; the Committee will request that the City and the Union open the contract/s on either or both subject not tied to each other. The City and Union agree that Committee consensus shall constitute mutual agreement to open the Contract/s.

A majority vote of both the City Council and Union must be obtained before implementing any Committee consensus changes in health insurance or alterations to sick leave policies.

The established Committee will remain in effect and active until such time that it is mutually agreed by the Union and City that said Committee is no longer needed.

Section 1 - As part of the fringe benefit package offered to qualifying employees, the City currently makes available health insurance coverage to all regular full-time employees. The City also makes available the option of dependent coverage to qualifying employees as an additional fringe benefit. The City will pay 80% of the total premium and the employee will pay 20% of the total premium of the POS-200 and PPO-500 plans.

The employer shall provide employees with a prescription drug card as long as it is offered under the group insurance plan/s.

The employee may choose POS Plan 200, or 500. The City shall offer a Health Reimbursement Account (HRA) in conjunction with the POS Plan 200, or PPO 500. The

The *Plan in effect shall remain in effect during the life of this Contract or until such time as the Working Group recommends a change so ratified by an affirmative vote of the Union and the City Council.

*Maine Municipal Employee Health Trust – 80%/20% POS- 200 or PPO-500. The City shall offer a Health Reimbursement Account (HRA) in conjunction with the POS-200 and PPO-500. Employees may choose, during the open enrollment period, from the above listed plan options.

Health Reimbursement Arrangement (HRA): Applies to deductibles and Co-insurance only.

The City will provide HRA funding in the amount of 50% of the maximum Out-of-Pocket expense for a Single, Single with Children, or Family Coverage per year for the POS-200 Plan.

The City will provide HRA funding in the amount of 60% of the maximum Out-of-Pocket expense for a Single, Single with Children, or Family Coverage per year for the PPO-500 Plan.

Starting 2014 any unused HRA Funding amount in a calendar year can be rolled over in the HRA to the following year up to the maximum out of pocket cost for the selected plan. The maximum amount available in the HRA at any time will be the maximum out of pocket cost for the selected plan.

If an employee decides not to participate in the health care plan, and that plan provides a life insurance benefit at no cost to those in the health care plan, the city will pay the cost of the life insurance benefit for that employee.

Section 2 -Physical examinations shall be paid by the City and shall be taken annually. The City shall contract with physicians for these physical exams. Should an employee choose to go to another doctor, the city shall make payment for that doctor at the contract rate.

Section 3 - The City agrees to allow a payroll deduction for a dental, eye and prescription plan whose cost may be borne totally by the employee.

ARTICLE 21 - PENSIONS

The City Agrees to continue to participate in the Social Security Retirement System.

The City agrees to participate in the Maine State Retirement System and maintain the present, or better, coverage for the duration of this agreement.

Employees hired by the City after March 1, 1983 will be included in the Maine State Retirement System providing for 50% retirement compensation after twenty-five (25) years.

As of January 1, 2019, all employees who are retired but Return To Work (RTW) with the city are eligible for a retirement benefit equal to the city's general employee retirement program or payment of any applicable MEPERS RTW penalty fees, whichever is greater. Retirees electing to fully participate in the City's general retirement plan, either through ICMA or other similar retirement investment option, will be responsible for any MEPERS RTW fees and will have such deducted from their wages for remittance by the City to MEPERS.

ARTICLE 22 - LEAVE OF ABSENCE

Section 1 - Sick Leave -

- A. Sick leave shall accrue at the rate of (24) hours for each calendar month of service beginning with the first (1st) calendar month of employment.

The employer wishes to encourage employees to build up their accrued sick leave to provide security for those instances when the employee is unable to perform duties because of sickness. The city will encourage accrual of sick time by providing a \$300 cash bonus on a quarterly basis to those employees who do not use sick leave during the preceding quarter. Such sick leave bonus will be paid as part of payroll with the first full pay period after each quarter end date.

Quarter	Period
First	January – March
Second	April – June
Third	July – September
Fourth	October – December

Upon accruing the maximum number of hours, the employer will permit the employee to bank additional unused hours for added security, to be used only when a long-term illness of the employee occurs which can be documented by the employee's physician. The employer will also permit the employee to cash in any accrued sick leave, beyond one thousand three hundred forty-four (1344) hours at the rate of \$2.10 per hour. The determination to bank or cash in these sick leave hours will be done during the month of January each year and will be paid out to the employee or credited to the sick leave bank in February of each year or paid upon separation. For employees hired on or after January 1, 2014 there shall be no payout of sick time accumulated beyond the one thousand three hundred forty-four (1344) hours.

The City shall post every six (6) months the amount of accrued sick leave of each employee.

- B. Sick leave for members of the Caribou Fire Department may only be used in the following cases:

- 1. Personal illness or physical incapacity of such degree as to render the employee unable to perform the essential duties of his position; unless reasonable accommodation can be made.

If requested, the employee shall furnish the Fire Chief with a certificate from his attending physician. If the said physician certifies that the employee is unable to perform his duties due to illness or physical incapacity, the physician's bill for such examination shall be paid for by the employer; if the physician does not so certify, his bill shall be paid by the employee.

- 2. Attendance upon members of the family within the household of the employee when their illness requires care by such employee, not to exceed twelve (12) workdays, at twenty-four

(24) hours pay per day, per year provided the employee has accrued sick time. Employee will be compensated with regularly earned sick time or through their accrued sick bank. The twenty-four (24) hours shall be defined as herein stated for purposes of this paragraph only.

3. Absences for a fraction of part of a workday that are chargeable to sick leave in accordance with these provisions may be charged in an amount not less than a one hour increment and will be charged to accrued sick leave in direct proportion to the regular workdays absent.
4. Employees shall see that their Supervisor is notified of the reason for their absence not previously arranged for as soon as possible, but not less than thirty (30) minutes for the unexpected absence. The Chief may require direct notification, when at his/her discretion it is deemed necessary.
5. For employees hired before December 31, 2013: Upon retirement* and discontinuance of employment with the City, the employee shall be paid unused sick leave benefits up to a maximum of the number of hours in their sick bank as of December 31, 2015 (See Appendix A). Upon termination of employment in good standing with the City, the employee will be compensated for unused sick leave, not to exceed 1,008 hours, according to the following schedule:

After 5 years of continuous employment — 25%
After 10 years of continuous employment — 50%
After 15 years of continuous employment — 75%
After 20 years of continuous employment — 100%

For employees hired on or after January 1, 2014: Upon retirement and discontinuance of employment with the City there shall be no payout of unused sick leave benefits.

Death – Notwithstanding the above, if a current employee dies, 100% of any unused and banked sick leave will be paid to the employee's estate for disbursement to employee designated beneficiaries.

* Retirement — shall be defined as the discontinuance from work with the City after submitting in writing a two-week notification and having been employed by the City for at least (5) years and qualifying for withdrawal from their retirement plan and or social security.

Section 2 - Bereavement Leave - In the event of the death of the employee's spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, stepfather or stepmother, stepchild, the employee shall be allowed up to four (4) calendar days leave of absence for the purpose of attendance at the funeral and assisting in the necessary family arrangements. Such leave shall be with pay and without any deduction for sick leave.

An amount of time, in no case to exceed one (1) day, will be allowed for attendance at funerals of the following relatives of the employee not provided for under Section 2, Paragraph I above: aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or any other relative. Such time off shall not be chargeable to sick leave.

Section 3 - On-The-Job-Injury - Employees covered by this Agreement who are injured on the job shall receive, in addition to compensation paid or payable under the Worker's Compensation Act, an amount sufficient to bring them up to full normal weekly salary while any incapacity exists and until they are either placed in disability retirement or return to active duty. Absence because of such injuries shall not be charged to accumulated sick leave.

Employees covered by this Agreement experiencing an on-the-job accident or injury should refer to the processes and procedures as set forth in the City of Caribou Personnel Policy. The Policy outlines insurance coverage, reporting, medical assessment, medical bills, and compensation not outlined in this Section.

Section 4 - Unpaid Leave of Absence - Employees who are disabled because of injury or sickness shall be granted an unpaid leave of absence for up to one (1) year, as deemed medically warranted by attending physician and at the discretion of the Chief and the City Manager.

ARTICLE 23 - CLOTHING

Section 1 - The City agrees that all employees covered by this Agreement shall be provided initially, at no cost to the employees, all station uniforms to include, two long sleeve shirts, one short sleeve shirt and three pairs of pants, one all season jacket, foot ware, and gloves. The City will pay for cleaning of a uniform requiring dry cleaning and any clothing that has been contaminated with body fluids. Uniforms shall be replaced as needed. Each employee shall receive a \$450.00 uniform credit annually to replace duty uniforms as needed and maintain current uniform in good condition. Once the credit is used it will be the employee's responsibility to replace articles as needed unless ruined in regular performance of the job. If all the credit is not used, the City will roll-over the unused portion of each person's credit into an account for future use.

Section 2 - Each employee covered by this Agreement shall be reimbursed for the replacement cost of personal effects that shall be damaged or destroyed in the performance of their duties up to a maximum of \$300.00 (except prescribed necessary medical devices, prescription eye glasses, dentures or hearing aids) provided that such loss is reported to the Chief, Supervisor or Senior Person on shift during or at the end of the employee's shift.

The City will not compensate for damage or loss of items that are unnecessary to the job such as jewelry, chains and earrings (except wedding rings).

Section 3 Personal Appearance — The uniformed personnel when reporting for regular duty shall have clean clothes, neat and well pressed, nametags, shoes shined, hair neat and be clean shaven. The Chief or supervisor in charge shall inspect all crewmembers for the above minimum standards. Violations of this section may result in disciplinary action.

ARTICLE 24 - INDEMNIFICATION AND LEGAL SERVICES

Section 1 - The City agrees to provide and pay for a policy of insurance indemnifying and saving harmless the fire fighters from civil liability for accidental injury to third (3rd) parties of their property while in

the performance of fire-fighting and emergency medical duties and for legal services in defending such claims.

Section 2 - The City agrees to indemnify any fire fighter and emergency medical technician for legal fees incurred while in the performance of his official duties.

ARTICLE 25 - PROBATION PERIOD - RESIDENCE REQUIREMENT

Section 1- Probation Period - All appointments shall, in the first instance, be made for a probationary period of six (6) months; and employees shall work under the provisions of this Agreement within which time they may be dismissed without protest by the Union. All appointees employed after said probationary period shall be placed on the seniority list (original date of hire) as regular employees, with the right to available work for which they can qualify. The probationary period may be extended for a second six-month period, only for cause, substantiated in writing by the Chief. The Union may review the cause for extension and must mutually agree prior to extending.

Section 2 - Residence Requirement - All employees of the Fire Department, upon completion of their probationary period, must reside within the municipality of Caribou, or within a 15-minute drive time from the Fire Station, whichever distance is greater. Travel time shall be determined using a commonly accepted travel time indicator e.g. google maps, etc. Any employee who has not established a residence as herein above stated shall be subject to dismissal. It being the intent of the parties hereto, that as to those members of the Fire Department, they shall not be compelled to change their residency as a condition of their continued employment with the Department. Provided however, that in the event such member(s) desires to change his present abode, he must reside in the same municipality as he previously did or meet the above drive time requirement to said Fire Station.

ARTICLE 26 - SAVINGS CLAUSE

If any provision of this Agreement shall be contrary to any laws or a City Ordinance, such invalidity shall not affect the validity of the remaining provisions.

ARTICLE 27 - DISCIPLINARY PROCEDURES

Section 1 - The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefore; such written notice shall also be given to the Steward, and a copy mailed to the Local Union Office, within one (1) working day from the time of the discharge or suspension, unless requested otherwise by the employee.

Section 2 - Warning notices of specific complaints against any employee must be in writing and a copy of the same to the Steward.

Section 3 - Any employee discharged must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, on the next pay period from the date of discharge.

Section 4 - A discharge or suspended employee must advise his Local Union in writing, within five (5) working days after receiving notification of such action against him, of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within ten (10) days from the date of discharge or suspension.

Section 5 - Should it be proven that an injustice has been done to a discharged or suspended employee, employee shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree as to the settlement of this case, then it may be referred to the grievance machinery as set forth in Article 15, within five (5) days after the above notice of appeal is given to the Employer.

ARTICLE 28 - EMPLOYEE/MANAGEMENT CONFERENCES

Conferences between representatives of the City and up to two (2) members of the unit may be arranged by mutual consent of the parties to discuss matters of mutual concern including methods of improving the relationship between the parties. Such meetings shall be planned in advance and shall be held at hours mutually agreed upon by the parties. Employees, acting on behalf of the unit, shall suffer no loss of time or pay should such meetings fall within the regular work hours. Disputes arising under this provision shall not be subject to the grievance procedure contained herein.

ARTICLE 29 - TERM OF AGREEMENT

This Agreement shall govern the rights of the parties from January 1, 2020, until and including December 31, 2020. It shall be automatically renewed for succeeding one (1) year periods unless either party shall notify the other in writing of its intention to renegotiate at least sixty (60) days from December 31, 2019, or within sixty (60) days prior to December 31, in any succeeding years, and at least one hundred and twenty (120) days before December 31, as aforesaid, if wages, rates of pay or any other matters requiring appropriation of money by the City are to be negotiated. This Agreement may be amended at any time by mutual agreement.

ARTICLE 30 - GENDER NEUTRAL LANGUAGE

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

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

For IAFF LOCAL 5191

Signature



Printed Name

Scott Dow

Date

10 Dec 2019

For CITY OF CARIBOU

Signature



Printed Name

Dennis L. Marker

Date

11-26-2019

City Seal

Appendix A

CFAD Leave Banks 12/31/15			
Employee		Vacation Bank	Sick Bank
Chartier	Adam	120	
Dickinson	Eric	156	
Divito	Michael	240	
Dow	Scott	560	1,344.00
Felix	Corey	96	
Jackson	Scott	288	976.02
Lajoie	Brian	480	1,344.00
Michaud	Scott	360	844.97
Raymond	Daniel	560	1,344.00
Thornton	John	72	1,123.38