

AGREEMENT

Between the

CITY OF ELLSWORTH

And

**ELLSWORTH FIRE FIGHTERS ASSOCIATION,
LOCAL 3402
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
AFL-CIO-CLC**

JULY 1, 2021 THROUGH JUNE 30, 2024

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AGREEMENT

This Agreement is made by and between the City Council of Ellsworth, Maine, (hereinafter referred to as the "City") and the Ellsworth Firefighters Association, Local 3402, affiliated with the Professional Firefighters of Maine, International Association of Fire Fighters, AFL-CIO, (hereinafter referred to as the "Union").

PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act, 26 M.R.S.A. 961-974, as amended, it is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union, to establish proper standards of wages, hours and all conditions of employment and to provide for equitable and peaceful adjustments of all differences which may arise.

ARTICLE 1 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all full-time firefighters which shall include, Captains, Lieutenants, and Engineers, (hereinafter referred to as "Employee(s)"), but excluding the Fire Chief, Deputy Fire Chief, Fire and Life Safety Inspector, Administrative Assistant and all other City employees for the purpose of meeting to negotiate in good faith with respect to wages, hours, working conditions and contract grievance arbitration.

ARTICLE 2 - NON-DISCRIMINATION

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

- A. Employees covered by this Agreement shall have the right to join the Union or refrain from doing so.
- B. No Employee shall be favored or discriminated against by either the City or the Union because of membership or non-membership in the Union.
- C. Neither the City nor the Union shall discriminate against any Employee for activity as protected by 26 M.R.S.A. 963 and 964.
- D. All reference to Employees in this Agreement designates both sexes and whenever the male gender is used it shall be construed to include male and female Employees.

ARTICLE 3 - CHECK-OFF OF DUES AND SERVICE FEES

- A. **DEDUCTIONS-** The City agrees to deduct weekly from each bargaining unit member's paycheck, all regular Union dues or non-member service fees upon presentation, by an authorized officer of the Union, a properly executed payroll deduction authorization card.
 - 1. Said authorization card shall be supplied by the Union.

2. The Payroll Specialist will then deduct only those amounts as are certified by the Treasurer of the Union.
3. A check for the combined total of deductions shall be submitted by the tenth (10th) of the following month to the Treasurer of the Union.

B. SERVICE FEE- The City and the Union recognize that membership in the Union is not compulsory, but that the Union has the legal duty to represent all members of the bargaining unit.

1. Therefore, it is agreed that Employees, immediately upon completion of the probationary period, who choose not to belong to the Union, shall be required as a condition of employment to pay a service fee to the Union as defined below.
2. Service fee means a pro rata assessment to defray costs for services by the bargaining agent in negotiations and contract administration.
3. The service fee shall be established annually and may not exceed the periodic dues, assessment and fees paid by members of the Union.

C. TERMINATION OF DEDUCTIONS- It is agreed and understood that said deductions may be terminated by any Employee upon giving written notice to the Union and Payroll Specialist no more than twenty (20) days and not less than ten (10) days prior to the expiration date of this Agreement.

1. Termination of the dues check-off deduction does not relieve the Employee of his/her duty to pay either Union dues or the service fee.
2. Any Employee opting not to become a member of the Union or to pay the service fee shall be able to receive representation, upon payment to the Union of reasonable hourly fees, for grievance processing, disciplinary actions and/or arbitration.

ARTICLE 4 - UNION RIGHTS

A. BULLETIN BOARD

1. The City shall provide space on the Fire Department bulletin board for use by the Union. All Union Employees shall have access to the bulletin board.
2. The space provided for the bulletin board shall be a location mutually agreed upon by the Union and the Fire Chief.

B. DUTIES

1. Officers of the Union shall be allowed time off for official business with the City Manager, or designee, upon appointment, with pay and without the requirement to make up said time.

2. Officers of the Union shall be allowed time off without pay, for attendance at any regional or national delegate meetings of the Professional Fire Fighters of Maine and the International Association of Fire Fighters.
3. Union officials shall be permitted with the prior approval of the Fire Chief to conduct Union business, such as grievance investigations, negotiations, and discussions with union officials, in the Fire Station, provided that such business does not interfere with the operations of the department. Such approval shall not be denied capriciously or without reason.

C. MEETINGS

1. The City shall allow members of the Union to hold a monthly meeting at the Fire Station.
2. On duty personnel shall be allowed up to two hours to attend such meetings providing it does not interfere with their regular duties.
3. Additional meetings may be held with prior notice and with the approval of the Fire Chief.

ARTICLE 5 - MANAGEMENT RIGHTS

- A. The City retains all rights and authority to manage and direct its Employees except as otherwise provided for in this Agreement.
- B. Such rights shall include but not limited to; the operation and management of the fire department, hiring, directing, transferring, promoting, discharging, suspending or otherwise disciplining Employees.
- C. The City has the right to reduce or expand the work force, establish work schedules, introduce new and/or improved or changed methods of work or facilities, and establish, change or eliminate jobs, work tasks, or positions.
- D. The City's not exercising any function or right hereby reserved to it, or the exercising of such functions in a particular way shall not be deemed a waiver of its rights to exercise such functions in a particular way, shall not be deemed a waiver of its rights to exercise such function or preclude the City from exercising the same in some other way not in conflict with the provisions of the Agreement.

ARTICLE 6 - RULES AND REGULATIONS

- A. The Fire Chief may establish all new rules, regulations and changes in rules that do not violate the specific terms of this Agreement. If the Union believes any rules or regulations violate this Agreement, it may file a grievance pursuant to the grievance procedure herein.
- B. When existing rules and regulations are changed or new rules are promulgated, they will be sent to the Union and posted for ten (10) days before becoming effective.

- C. The City recognizes the right of the Union, upon request, to negotiate the impact upon wages and/or working conditions, any rules and regulations so changed or promulgated.
- D. The Fire Chief shall furnish each Employee with a copy of all work rules.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. DEFINITIONS

- 1. Grievance- A grievance is a dispute as to the meaning or application of the specific terms of this Agreement and shall be processed in the following manner.
- 2. Days- Days shall be business days, Monday through Friday, excluding legal holidays or days when City Hall is closed.

B. PROCEDURE

1. Step 1- Fire Chief

- a) The aggrieved Employee must file his/her written grievance within fifteen (15) days after first reasonable knowledge of the event giving rise to the grievance.
- b) The Fire Chief shall meet with the aggrieved Employee and Union representative, within five (5) days of receipt of such grievance.
- c) The Fire Chief shall submit a written answer within five (5) days, after the meeting to discuss the grievance.

2. Step 2- City Manager

- a) In the event the decision of the Fire Chief was not acceptable to the aggrieved Employee, the grievance shall be appealed in writing within seven (7) days of receipt of the Fire Chief's written answer at Step 1 or within five (5) days of when it was due to the City Manager.
- b) If the Fire Chief neglects to provide a written answer, the grievance appeal shall be due to the City Manager within five days of when the fire chief's answer was due.
- c) Subsequent to the meeting with the City Manager and prior to the submission to arbitration, the Union shall notify the City Manager of any amendment to the grievance and upon request of the City Manager, an additional meeting may be scheduled.
- d) The City Manager shall meet with the Fire Chief, aggrieved Employee and Union representative, within five (5) days of receipt of the appeal at which time there shall be a full and open discussion including the reasons for the aggrieved Employee's claim(s).

- e) The City Manager shall submit a written answer within five (5) days, after the meeting to discuss the grievance.

3. Step 3- Arbitration

- a) If the Union is not satisfied with the City Manager's answer at Step 2, it may then submit the dispute to arbitration by notifying the City of its intent within ten (10) days after receipt of the City Manager's answer at Step 2 or the date on which it was due.
- b) At the same time it notifies the City, the Union will submit the name(s) of arbitrators to the City.
- c) If the City does not agree with any of the names submitted, it may offer an alternate name(s) within five (5) days of receipt of the Union's suggested name(s).
- d) If the alternate name(s) is not agreeable to the Union, then the dispute will be submitted by the Union to the Maine Board of Arbitration and Conciliation within an additional five (5) days.
- e) The fees and expense of the arbitrator(s) shall be borne equally by the City and the Union.
- f) The jurisdiction and authority of the arbitrator shall be confined to disputes regarding the meaning or application of the specific terms of this Agreement.
- g) The arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement.
- h) The decision of the arbitrator is final and binding except that either party may appeal an arbitration decision as provided by statutes.

C. GENERAL PROVISIONS

1. At Step 2 under Procedures, the Union shall inform the City Manager of the name of the aggrieved Employee, the date the grievance occurred, a statement of the grievance, the articles of the Agreement violated, and the remedy sought.
2. The time limits set forth herein may be extended by mutual agreement verbally but confirmed in writing.
3. Any grievance not presented in accordance with the applicable time limits or other requirements in these steps listed above shall constitute an automatic forfeiture of the grievance and the grievance shall be considered settled according to the last response given.
4. One (1) steward and the grievant may be present at Step 1 and Step 2 of the grievance procedure without loss of pay.

5. Any Employee may choose not to be represented by the Union.
6. Any resolution to a grievance must not be inconsistent with the terms of this Agreement.

ARTICLE 8 - PAID LEAVES OF ABSENCE

A. SICK LEAVE

1. Employees shall accrue sick leave at the rate of 24 hours per month with a maximum accrual of 1440 hours.
2. Sick leave shall be charged by the number of hours used.
3. Up to 120 hours of personal sick leave per year may be used for attendance upon members of the immediate family.
 - a) Additional time may be granted with approval of the Fire Chief.
4. Medical or dental appointments will be charged to sick leave by the number of hours used.
5. Notification of the need to use sick leave shall be no less than one half hour prior to the start of the Employee's shift.
6. At the end of each calendar month Employees shall have four hours of pay less any sick leave time used during the previous month assessed, to be deposited into the Employee's Retirement Health Savings account on a quarterly basis.

For example: If an Employee uses 4 hours or more of sick leave time during a particular month, no contributions will be assessed for that month.

9. For the purposes of this subsection, "immediate family" means spouse, parents (including in-laws), children, or other persons residing in the Employee's household provided there is a familial-like relationship (i.e., excluding roommates).

B. BEREAVEMENT LEAVE

1. Employees shall be excused from work without loss of pay for up to two (2) duty shifts, because of a death of a spouse, parents (including in-laws), children, siblings, grandparents, grandchildren, or other persons residing in the Employee's household provided there is a familial-like relationship (i.e., excluding roommates).
2. One day of bereavement leave for other deaths will be considered by the City Manager on a case-by-case basis.

C. HOLIDAYS

1. The following days will be recognized as legal holidays:

New Year's Day-----	1 st of January
Martin Luther King's Birthday-----	3 rd Monday of January
President's Day-----	3 rd Monday of February
Memorial Day-----	Last Monday of May
Independence Day-----	4 th of July
Labor Day-----	1 st Monday of September
Columbus Day-----	2 nd Monday of October
Veteran's Day-----	11 th of November
Thanksgiving Day-----	4 th Thursday of November
Christmas Day-----	25 th of December

In addition to the above, Employees have one floating holiday per calendar year. Floating holidays must be used within the calendar year; floating holidays cannot be accumulated. An Employee must provide at least one week notice to the Department Head of the Employee's intent to take a floating holiday. The Department Head will approve the floating holiday except for good cause, such as a staffing shortage on the requested day.

2. Holiday pay rate is equivalent to the Employee's regular hourly rate of pay.

D. VACATIONS

- 1. After one (1) year of continuous service with the department;**

- a) Employees shall receive, 168 hours; (7 shifts) of paid vacation annually.

- 2. After five (5) years of continuous service with the department;**

- a) Employees shall receive 216 hours (9 shifts) of paid vacation annually.

- 3. After ten (10) years of continuous service with the department;**

- a) Employees shall receive 264 hours (11 shifts) of paid vacation annually.

- 4. After eighteen (18) years of continuous service with the department;**

- a) Employees shall receive 312 hours (13 shifts) of paid vacation annually, plus the equivalent of twenty (20) hours of his/her regular hourly rate of pay, contributed into the Employee's Retirement Health Savings account.

- 5. After twenty (20) years of continuous service with the department;**

- a) Employees shall receive 312 hours (13 shifts) of paid vacation annually plus the equivalent of forty (40) hours of his/her regular hourly rate of pay contributed into to the Employees Retirement Health Savings account.

6. Employees may carry forward up to 144 hours of accumulated, but unused, vacation to the succeeding year. If, on the Employee's anniversary date, the Employee has more than 144 hours of accumulated unused vacation time, the vacation hours above 144 hours shall be paid to the Employee's RHS account. In addition, the Employee has the option to request that any or all accumulated unused vacation time be paid to their RHS account.
7. Vacation requests shall not be denied capriciously or without reason.
8. In the event that more Employees request vacation at the same time than would be granted, the senior Employee's request will prevail.
9. An Employee shall not be required to report for duty during his/her regular days off preceding or following his/her vacation, as documented on a vacation request slip and approved by the Fire Chief.
 - a) In cases of a fire-related emergency, the Fire Chief may waive this clause.
 - b) If the Employee, as a result of being required to report for such duty, suffers any provable monetary loss, such as a deposit on a vacation, the City shall reimburse the Employee for such loss providing the Employee disclose an estimated monetary loss before reporting for the required duty.
10. Vacation accumulation and eligibility shall be based upon the Employee's anniversary date.
11. Vacation time shall be used in 24 hour increments.
12. Vacation increments of 2 hours to 23 hours (less than 1 shift), may be allowed with the Fire Chief's approval.

E. PAID MILITARY LEAVE

1. Employees who are members of the military reserves, and who are required to perform field duty, will be granted a paid leave of absence not to exceed three (3) weeks in any one calendar year. Upon receipt of an official statement of reserve service pay received, the City will pay the Employee the balance between the military pay and the Employee's regular compensation for the period of the leave.

F. JURY DUTY

1. Employees shall be granted a leave of absence without loss of seniority and with full pay for each of the Employee's regularly scheduled work day(s) that they are required to report for jury duty.
2. Any pay received for such jury duty on the Employee's regularly scheduled work day(s) shall be turned over to the City.

G. EMERGENCY LEAVE

1. Any Employee, upon giving notice to the officer in charge, shall be permitted to leave immediately, for up to one (1) hour without loss of pay necessitated by an emergency concerning his/her home or family.
2. Any additional time shall be charged to the appropriate leave.
3. Upon return from leave, the Employee shall provide details sufficient for the Fire Chief to determine if the time taken meets the conditions of this section.

H. DEATH BENEFIT

1. If an Employee dies while on duty, an amount equal to fifty percent (50%) of his/her salary for the number of day/hours of accumulated sick leave shall be paid to the estate of the Employee.
2. If the death occurs as a result of emergency response duties, one hundred percent (100%) of accumulated sick leave shall be paid to the estate of the Employee.
3. An Employee who dies, his/her estate shall receive an amount equal to one hundred percent (100%) of his/her accumulated vacation pay.

I. SEPARATION

1. Employees shall be compensated in accordance with the following schedule when they are permanently separated from employment as a result of retirement or voluntary resignation.
2. If an Employee has 20 years of service with the City of Ellsworth and has accrued but unused sick time at the time of separation from service, the Employee may use 50% of the unused sick leave up to a maximum of 1,440 hours (50% of which is 720 hours that may be redeemed) to buy back service, to be contributed to the Employee's Retirement Health Savings account, or a combination of the two.
3. An Employee, who retires or resigns, shall receive an amount equal to one hundred percent (100%) of his/her accumulated vacation pay.

J. EARNED PAID LEAVE

1. The purpose of this section is to comply with Maine's Earned Paid Leave Law ("EPL Law") that took effect on January 1, 2021. The EPL Law allows Employees to earn up to 40 hours of Earned Paid Leave ("EPL") per year. This leave time is not additional leave over and above any other paid leave time available to an Employee under this contract as long as the Employee has at least 40 hours of accrued sick or vacation leave.
2. EPL may be used for any reason and may be taken in increments of one (1) hour or longer.
3. If an Employee has accrued sick or vacation leave, the first 40 hours used per year will concurrently be designated as EPL for purposes of the EPL Law. The Employee's

accrued vacation or sick leave will be deducted depending upon how the leave is used. However,

- a. If an Employee desires to use EPL for vacation purposes but does not have sufficient accrued vacation leave, then the Employee may deduct the EPL from sick leave to the extent necessary.
 - b. If an Employee desires to use EPL for sick leave purposes but does not have sufficient accrued sick leave, then the Employee may deduct the EPL from vacation leave to the extent necessary.
4. If an Employee does not have accrued sick or vacation leave, the Employee is entitled to up to 40 hours of EPL, accrued at the rate of one (1) hour per 40 hours worked up to a maximum of 40 hours per year.
5. Once EPL is exhausted, requests for time off will be counted toward either sick or vacation time, in accordance with sections A and D, above.
6. For the purposes of this section, a “year” means the 12-month period beginning on the Employee’s date of hire.
7. Accrual of EPL begins immediately upon hire, but an Employee may not use leave before the Employee has been employed by the City for 120 calendar days.
8. Notice.
 - a. Absent an emergency, illness or other sudden necessity for taking earned leave, an Employee must normally give four (4) weeks advance notice to the Employee’s Supervisor of the Employee’s intent to use earned leave. Use of leave will be approved unless the requested leave would create an undue hardship on the Department as reasonably determined by the Supervisor.
 - b. Notice required for an emergency, illness or other sudden or unforeseen necessity must be reasonable under the circumstances, recognizing that advance notice may not be feasible. In such circumstances, an Employee shall make a good faith effort to provide as much notice as is feasible under the circumstances to the Department of the Employee’s intent to use leave.
9. An Employee may carry-over up to forty (40) hours of earned paid leave to the following year, but any carried-over time is counted toward the annual maximum accrual.
 - a. If an Employee carries over thirty (30) hours of leave, the Employee may earn an additional ten (10) hours of leave in the new year.
 - b. If an Employee carries over forty (40) hours of leave, then the Employee will have immediately reached the limit for the new fiscal year.
10. An Employee will not be paid for accrued EPL upon separation from employment except as otherwise provided for vacation and sick leave under sections A and D, above.

K. MATERNITY

1. General

- a) This section establishes standards to help provide protection to pregnant firefighters and their unborn children from the inherent risks associated with working as a firefighter during pregnancy, provide for the safety of the public, and be consistent with state and federal law that prohibits workplace discrimination on the basis of pregnancy.
- b) The City of Ellsworth has determined that pregnant firefighters should be treated the same as other employees for all employment related purposes. Pregnant Employees who are able to work must be permitted to do so on the same conditions as other employees if they are able to fully perform their regularly assigned job duties; however, the City is willing to accommodate a pregnant firefighter as provided herein if the pregnant firefighter so requests.
- c) For the purpose of this policy, "Light Duty Assignment" means (1) modified work assignments that are provided on a temporary basis to pregnant Employees that comply with any temporary medical restrictions imposed by a medical professional; and (2) modified work assignments requested by a pregnant Employee within the 13-week period prior to the Employee's delivery date. Such modified work assignments may be in the Fire Department, or, if no such work or only part-time Light Duty work is available, in any mutually agreed upon available position in the City for which the pregnant Employee is qualified and able to perform.

2. Report of Pregnancy; Medical Accommodation; Regular and Light Duty Assignments

- a) If an Employee becomes pregnant, the pregnant Employee may, but is not required to, submit to the Fire Chief, or the Chief's designee, a statement from the pregnant Employee's medical professional stating that the Employee is pregnant and the pregnant Employee's estimated delivery date. This notice may be provided at any time.
- b) If a pregnant Employee has medical restrictions at any point during the pregnancy, the pregnant Employee shall provide a note from the Employee's medical provider stating such restrictions and City will provide reasonable accommodations, if possible, to the same extent that it would for any non-pregnant employee with medical restrictions.
- c) If a pregnant Employee does not have any medical restrictions, the pregnant Employee will continue to work regular duty. However, if the pregnant Employee desires, the pregnant Employee may discuss assignments within the scope of regular duty with the Fire Chief, or the Chief's designee, and request not to be assigned to certain duties that might reasonably entail exposure to substances that are Immediately Dangerous to Life or Health (IDLH) as identified by the National Institute for Occupational Safety and Health (NIOSH). This will still be considered regular work duty.

- d) Regardless of whether a pregnant Employee has any medical restrictions, a pregnant Employee may request Light Duty Assignments in lieu of regular duty during the period beginning at 13 weeks prior to the estimated delivery date.
 - i. The pregnant Employee must give at least two (2) weeks written notice of intent to request Light Duty Assignments. Absent such a request, the pregnant Employee will remain on regular duty or duty with accommodations for any medical conditions, if applicable.
 - ii. If Light Duty Assignments are not available or if a pregnant Employee declines an available position for which the pregnant Employee is qualified and able to perform, the pregnant Employee may use accrued paid time off (sick leave and vacation) or take unpaid leave.
 - iii. If Light Duty Assignments are only available part-time, a pregnant Employee shall work the part-time assignments and may use accrued paid time off (sick leave and vacation) or take unpaid leave for the balance of the time.
 - iv. While on Light Duty, a pregnant Employee will be paid the Employee's regular rate of pay under this contract.
 - v. Light Duty may entail changing an Employee's work hours.

3. Uniforms and Turnout Gear

A pregnant Employee who has notified the Department of the pregnancy in accordance with this policy will be permitted to wear civilian clothes in such colors and style as to be reasonably similar to Department uniforms. The Department will provide pregnant Employees with gear (such as turn out gear and brush fire gear) to enable the pregnant Employee to perform job duties.

4. Lactation

- a) Employees will be provided adequate paid break time to express breast milk for a nursing child for up to three (3) years following childbirth. Reasonable efforts will be made to provide a clean room or other location (but not a bathroom) where the Employee may express breast milk in private. If an Employee needs to express while on shift, the Employee will coordinate with the duty officer to establish an appropriate response plan to accommodate uninterrupted pumping, unless it is a high priority call that requires all personnel.
- b) An Employee may discuss assignments within the scope of regular duty with the Fire Chief, or the Chief's designee, and request not to be assigned to certain duties that might reasonably entail exposure to substances that are Immediately Dangerous to Life or Health (IDLH) as identified by the National Institute for Occupational Safety and Health (NIOSH) until the Employee ceases breastfeeding or the expiration of three (3) years, whichever occurs first. This will still be considered regular work duty.

ARTICLE 9 - UNPAID LEAVES OF ABSENCE

A. MILITARY LEAVE

1. Leave of absence without pay will be granted to Employees called into the armed forces for active service, for the duration of such service.
2. The Employee upon return to City employment will retain accrued benefits.

B. OTHER

1. With the prior approval of the City Manager, an Employee may be granted a leave of absence for up to twelve (12) calendar months for personal illness, family illness, including maternity, or career related professional improvement.
 - a) Leaves that exceed more than twelve (12) months duration may be approved by the City Manager but will be considered on their merit on a case-by-case basis.
 - b) Said leave of absence will be without pay and without loss of seniority.
 - c) Benefits will not accrue but the Employee will be allowed to continue the health insurance plan at his/her own expense.
 - d) Upon termination of such leave, the City will, upon notice by the Employee, return him/her to the formerly held position, providing the position has not been abolished due to budgetary personnel reductions. If the position has been abolished, seniority shall prevail.

ARTICLE 10 - DUTIES

- A. Unless otherwise provided in this Agreement, the term "Employee" shall include all full-time firefighters within the bargaining unit.
- B. The duties of the Employee are contained within the job descriptions for each position.
- C. Employees shall not, as a part of any tour of duty, be required to perform any cleaning, upkeep, security or maintenance as a result of use of City Hall for any private interest.
- D. Securing City Hall is not a disciplinary responsibility.

ARTICLE 11 - DISCIPLINE

A. PROBATIONARY PERIOD

1. Employees shall serve a probationary period of twelve (12) months.
2. During the probationary period, Employees may be discharged without cause or recourse, either by the Union or the Employee.

3. Employees may join the Union and have full rights and benefits of this Agreement after six (6) months of permanent full-time employment as stated in 26 M.R.S.A. 962(6)(F).

B. DISCIPLINE

1. No permanent full-time Employee, who has completed their probationary period, can be suspended or discharged without just cause.
2. The principal of progressive discipline shall be applied where appropriate as indicated below.
 - a) Oral Counseling with memo
 - b) Oral reprimand
 - c) Written Reprimand
 - d) Suspension
 - e) Termination
3. Notwithstanding the policy of progressive discipline, the City may issue discipline at whatever level of discipline it deems appropriate to the circumstance, including, for example, termination for a significant single instance of misconduct.
4. Any disciplinary action imposed upon an Employee may be processed through the regular grievance procedure.
5. The City recognizes the right of Employees to have Union representation and/or legal counsel present at any disciplinary or investigative interview and hearing where the Employee is the subject of the discipline or investigation.
6. Dates set for hearing may be delayed by mutual consent of the parties.
7. Written reprimands shall not be used for purposes of progressive discipline after a twelve (12) month period provided that no other disciplinary action has taken place for the same offense.
8. Suspensions of three (3) shifts or less shall not be used for purposes of progressive discipline after a twenty four (24) month period provided no other disciplinary action has taken place for the same offense.
9. Suspensions of four (4) shifts or more shall not be used for purposes of progressive discipline after a forty eight (48) month period provided no other disciplinary action has taken place for the same offense.
10. Either party may record any of the proceeding and if the other party wants a copy of such, it will be provided at cost.

ARTICLE 12 - ACCESS TO PERSONNEL FILES

- A.** Employees are guaranteed access to their personnel files during normal City Hall business hours for the purpose of reviewing and receiving a photocopy of their records.
- B.** Employees may insert timely responses to any material in their personnel file and may submit, to the custodian of the personnel files for inclusion in their personnel file, documents relevant to their employment.
- C.** Personnel files shall be kept secure in the Office of the Treasurer under the responsibility of Human Resource Management.

ARTICLE 13 - SENIORITY

A. CLASSIFICATION OF EMPLOYMENT

- 1.** It is the intent of the following definitions to clarify employment classifications so that Employees understand their employment status and promotional eligibility.
- 2.** These classifications do not guarantee employment for any specified period of time.
- 3.** Employment status is the category of employment into which an Employee falls based upon the method of hire and/or the nature of tenure.
- 4.** The following are the categories of personnel employment and their definitions:

a) Method of Hire

- 1)** Full-time Employee: Hired to a position requiring regularly scheduled employment for at least thirty-five (35) hours per week.
- 2)** Part-time Employee: Hired to a position requiring regularly scheduled employment for periods of less than thirty-five (35) hours per week.

b) Nature of Tenure

- 1)** Temporary/Full-time: Any Employee who was hired into a position requiring regularly scheduled employment for at least thirty-five (35) hours per week for a specified duration of time (i.e. a starting and ending date).
- 2)** Temporary/Part-time: Any Employee who was hired into a position requiring regularly scheduled employment of less than thirty-five (35) hours per week for a specified duration of time.
- 3)** Permanent/Full-time: Any Employee who is hired to a position requiring regularly scheduled employment for at least thirty-five (35) hours per

week with the intention the position being a permanent, ongoing relationship with the City for an indefinite period of time.

- 4) Permanent/Part-time: Any Employee who is hired to a position requiring regularly scheduled employment for less than thirty-five (35) hours per week with the intent that the position be a permanent, ongoing relationship with the city for an indefinite period of time.

B. SENIORITY LIST AND ANIVERSARY DATE

1. The Fire Chief shall establish a permanent seniority list.
2. The list shall be verified in January of each year and posted for a minimum period of thirty (30) calendar days thereafter on the bulletin board.
3. A copy of the list shall be given to the Union steward on request.
4. Disagreements with the seniority list may be grieved.
5. Seniority, anniversary date, and years of service for all new Employees shall be established as the last date of permanent full-time hire with the Ellsworth Fire Department.
6. Should an Employee who is filling a temporary full-time position be eligible and continuously transition into permanent full-time status, the Employee's seniority, anniversary date, and years of service shall be established retroactively to his/her temporary full-time hire date.
7. If two or more Employee's have the same anniversary date, their seniority shall be determined based on his/her points score in accordance with Article 14.

ARTICLE 14 - HIRING, PROMOTIONS, AND LATERIAL TRANSFERS

A. HIRING

1. When there is a bargaining unit vacancy, notice of the vacancy shall be posted on the Department bulletin board, within thirty (30) days after the Fire Chief has knowledge that a vacancy exists. The City shall post the vacancy internally for five (5) days before posting the vacancy externally.
2. All candidates expressing interest in the vacancy shall be given an objective based examination, which measures the candidate's ability to discharge the duties of the vacancy.
3. The examination material shall be made available to the candidates for study no less than two (2) weeks prior to the examination date.

4. A hiring board consisting of up to five (5) people appointed by the Fire Chief shall commend the hiring criteria, including examination contents for all hiring considerations within the Bargaining Unit.
5. Two (2) members of the board shall be appointed by the local Union if there are members willing to serve.
6. This board will oversee the examination process, evaluate the examination results, candidate's qualifications, conduct oral interviews and make a recommendation for employment, to the Fire Chief.
7. The City may start a new hire at an advanced step on the wage scale up to the five years of service step because of the new Employee's prior work experience as provided in Article 19(A)(3).

B. PROMOTIONS

1. Vacancies which result in an opportunity for promotion shall follow the requirements for Hiring in this article.
2. Seniority shall be the deciding factor for promotion within the department where ability, skill, education and performance are equal.

C. LATERAL TRANSFERS

1. A lateral transfer is the movement of an Employee from his/her current position to a different position within the department without a change in an Employee's hourly rate of pay, change in rank, or job description.
2. A lateral transfer is neither a promotion nor a demotion.
3. Should a lateral transfer become available, this transfer shall be offered to the most senior Employee first.

ARTICLE 15 - LAYOFF AND RECALL

A. LAYOFF

1. In the event the City determines it is necessary to lay off personnel in the fire department, Employees shall be laid-off in reverse order of seniority as outlined in Article 13 Seniority.

B. RECALL

1. Employees with the greatest seniority shall be recalled first.
2. For three (3) years after such a lay-off, no new Employee, temporary, permanent or otherwise, shall be hired by the City for employment within the Union until all previously

laid-off Employees have been given a written notice by registered mail, to their last known address, of an opportunity to return to work within thirty (30) days.

ARTICLE 16 - MEDICAL AND PHYSICAL FITNESS

A. PHYSICIAN - HEALTH CARE ORGANIZATION

1. The official Fire Department Physician or Health Care Organization, (hereinafter known as "City's Physician") as appointed by the City, shall be responsible for guiding, directing and advising the City and Employees with regard to their health, fitness and suitability for various duties.
2. The City's Physician shall be a licensed medical doctor qualified to provide professional expertise in the areas of occupational safety and health as they relate to emergency services.
3. The City's Physician shall establish and maintain a permanent health file on each individual Employee that records the results of regular medical and fitness tests and any occupational illnesses or injuries.

B. HEALTH INFORMATION MAINTAINED

1. Health information shall be maintained by the City's Physician as a confidential record for each individual Employee as well as a composite database for the analysis of factors pertaining to the overall health and fitness of the Employee group.
2. In the event that the City's Physician determines that an individual is not fit to perform his/her duties and responsibilities, the City's Physician shall forward a report to the City regarding the suitability of the Employee for various duties.
3. If an Employee dies as a result of occupational injury or illness, autopsy results, if available, shall be recorded in the health database.

C. OCCUPATIONAL EXPOSURE

1. The fire department shall actively attempt to identify and limit the exposure of Employee to contagious diseases in the performance of their assigned duties.
2. When appropriate, inoculation, vaccination and other treatments shall be made available.

D. ANNUAL AND POST DEBILITATING ILLNESS OR INJURY PHYSICAL EXAM

1. All Employees shall be re-examined by the physician on at least an annual basis and before being reassigned to emergency duties after debilitating illnesses or injuries.
2. Employees who have not satisfied the requirements of the examination shall not be permitted to engage in emergency operations, but may be assigned non-emergency duties commensurate with their physical abilities until such time as they are able to resume emergency duties or are deemed to be permanently disabled.

3. Examinations shall take into account the risks and the functions associated with the individual's duties and responsibilities.
4. The City's Physician shall use N.F.P.A. 1582 as a guideline in determining fitness for duty.
5. After a conditional offer of employment has been extended, the initial physical for new Employees only shall offer screening for the following: kidney cancer, non-Hodgkin's lymphoma, colon cancer, leukemia, brain cancer, bladder cancer, multiple myeloma, prostate cancer, testicular cancer, and breast cancer.

E. DISAGREEMENT WITH PHYSICIANS REPORT

1. If an Employee has had a physical examination by the City's Physician pursuant to the medical program and is not satisfied with the report or if the report may adversely affect his/her employment, the Employee may, within thirty (30) calendar days have a competent physician of his/her own selection conduct an independent examination at his/her own expense.
 - a) A copy of the Employee's physician's report shall be furnished to the City's Physician.
 - b) If the two physicians disagree, a third physician can be called in at the request of the Employee to make an independent examination at the City's expense.
 - c) If both physicians disagree with the original report, any actions taken by the City based on such report shall be revoked.
 - d) The two physicians first mentioned shall select the third doctor and must be a specialist with special training pertinent to the case under consideration.
 - e) The City's Physician shall agree to provide the Employee and his/her physician with copies of the Employee's medical records.
 - f) Such records shall be furnished at no expense to the Employee or his/her physician.

F. FITNESS PROGRAM

This program is designed to promote firefighter health, safety, wellness, fitness and reduce physical injuries. There are two parts: Quarterly Workouts and a yearly assessment.

1. Quarterly Workouts
 - a) Participation in the Quarterly Workouts is voluntary.

- b) An Employee is expected to complete a MINIMUM of **TWENTY-TWO (22)** workout sessions per quarter. The workouts shall include exercises including cardiovascular, strength, flexibility and stamina training.
- c) Each workout session must last at a MINIMUM of **30 MINUTES**.
- d) A centralized file shall be maintained in the “fire-share” folder for tracking purposes on each Employee. With the exception of the Chiefs and shift Captains, Employees will have read only access to the file. Shift Captains are responsible for ensuring that their subordinate’s workouts are tracked and logged appropriately. The Fire Chief will have the overall authority over the workout program including what constitutes a workout session.
- e) At the end of each quarter, the Fire Chief shall submit the workout log to the Human Resources Department. Upon verification that the Employee has successfully completed at least 22 workouts of at least 30-minute duration, the city will deposit \$150.00 into the Employee’s RHS Account. If an Employee has not completed the required workouts, the Employee will not receive the payment.

2. Yearly Physical Assessment

- a) Employees shall participate in a physical assessment each year.
- b) The assessment is based on fitness room objectives that test in the following three (3) areas: Core, Strength, and Cardio.
- c) There are twelve (12) stations in all. The Employee shall complete a minimum of six (6) stations. At least two (2) stations must be CORE, two (2) must be STRENGTH and two (2) must be CARDIO.
- d) An Employee may choose the order of performing the stations.
- e) The Employee will be allowed a maximum of five (5) minutes rest between stations. Sufficient time will be allowed, and encouraged, for the Employee to “warm-up,” before attempting the first station.
- f) An Employee may request modification of this program as a reasonable accommodation based on a protected classification (e.g. sex, age, disability)
- g) Upon verification, from the Fire Chief to the Human Resource Department, that the Employee has successfully completed his or her yearly assessment, the city will deposit \$400.00 into each Employee’s RHS Account.
- h) The stations:
 - i. CORE STATIONS:
 - **Sit-ups:** A minimum of 30 sit-ups in two (2) minutes.
 - **Ball Slams:** A minimum of fifteen (15) reps with a thirty-pound ball in one (1) minute.

- **Plank:** Hold a plank position accumulating to one (1) minute, in two (2) minutes.
- **Knee Raises:** A minimum of ten (10) knee raises within (2) minutes.

ii. STRENGTH STATIONS:

- **Push-Ups:** A minimum of 30 reps in two (2) minutes.
- **Pull Ups/Chin Ups:** Minimum of five (5) reps in one minute
- **Deadlift:** Perform a minimum of ten (10) reps at bodyweight in two (2) minutes. You will have five (5) minutes to warm up to working weight.
- **Bench Press:** Perform a minimum of ten (10) reps at 50% of bodyweight in two (2) minutes. You will have five (5) minutes to warm up to working weight.

iii. CARDIO STATIONS:

- **Treadmill or Track:** Complete a minimum of one (1) mile within fifteen (15) minutes.
- **Elliptical:** Complete a minimum of one (1) mile within fifteen (15) minutes.
- **Burpees:** Complete a minimum of five (5) burpees within one and a half (1:30) minutes.
- **Stairs:** Complete a minimum of ten (10) flights (10 steps per flight) in five (5) minutes with either a weighted vest or air pack on.

- i) If an Employee fails an assessment; the Employee shall be required to take it again the following week. If an Employee fails the assessment three times, the Employee will not receive their \$400 stipend, the Employee will also be required to participate in the Quarterly Workouts for two consecutive quarters.

ARTICLE 17 - JOINT OCCUPATIONAL SAFETY AND HEALTH COMMITTEE

- A. It is the desire of the City and the Union to maintain the highest standards of safety and health in the department in order to eliminate as much as possible, accidents, deaths, injuries and illness in the fire service.
- B. The Joint Occupational Safety and Health Committee, (hereinafter referred to as "Committee") shall consist of the Fire Chief or his/her designee and two (2) Employees from the Union.
1. The Fire Chief may also appoint an additional committee member of the Chief's choice.
 2. The fire department Physician shall serve as a resource member of the Committee as needed.
- C. The Committee will meet a minimum of four (4) times annually and discuss safety and health conditions.
- D. The Committee shall develop a safety and health program that shall be approved by the City before implementation.

ARTICLE 18 - WAGES

All Employees shall receive wages as set forth in Schedule A, which includes the following revisions:

- a. Effective July 1, 2021, the wages in effect on June 30, 2020, will increased by 2% and the City shall drop and add a step;
- b. Effective July 1, 2022, the wages in effect on June 30, 2021, will increased by 2% and the City shall drop and add a step; and
- c. Effective July 1, 2023, the wages in effect on June 30, 2022, will increased by 2.5%.

Schedule A - Hourly Wage Scale

	7/1/20-6/30/21 (ending rate for previous contract)	07/01/21 - 06/30/22 (after 2% increase and add/drop)	07/01/22 - 06/30/23 (after 2% increase and add/drop)	07/01/23 - 06/30/24 (after 2.5% increase)
Start	17.35	17.96	18.60	19.07
End 1 Year	17.61	18.24	18.88	19.35
3	17.88	18.51	19.18	19.66
5	18.15	18.80	19.47	19.96
8	18.43	19.09	19.78	20.27
12	18.72	19.39	20.09	20.59
16	19.01	19.70	20.32	20.83
20	19.31	19.92	20.62	21.14
25	19.53	20.22	20.93	21.45

Overtime wages are the wages set forth in Schedules A times 1.5 (time and a half).

ARTICLE 19

A. APPLICATION OF WAGE SCALE

1. Employees shall be paid according to Article 18, Wage Schedule.
2. Placement on the schedule is determined by the number of years full time with the Fire department, not the number of years at any given rank.
3. The City may start a new hire at an advanced step on the wage scale up to the five years of service step because of the new Employee's prior work experience.
 - a. The City shall have the sole discretion to start an Employee at an advanced step.
 - b. The City shall notify the Union of any Employees starting at an advanced step.

The City shall also have the option to advance Employees on the wage schedule up to the level applicable at the end of five years of service, prior to the scheduled length of service.

- a) Any such advancement shall be based on performance evaluations and recommendation of the Fire Chief, subject to approval by the City Manager.
4. Employee's hours in excess of fifty two (52) hours will be compensated at time and one-half per Article 18, Wage Schedule.
5. In the absence of a scheduled shift officer (due to illness, vacation, training, etc.) that exceeds two hours, the senior Employee on duty will assume that role and receive the Captain differential for the hours worked while fulfilling that role.
 - a) This "assumed role" differential shall not be computed at time and one-half when the role is assumed during an overtime coverage shift.
6. Shift officers (Captain and Lieutenants) shall be paid a differential in addition to their regular hourly wage per the wage schedule.
 - a) All subsequent wage rates shall be computed from the resulting hourly wage.
 - b) The differential shall be:
 1. Captain \$0.95 per hour
 2. Lieutenant \$0.75 per hour
7. An education differential shall be paid to an Employee, in addition to his/her regular hourly wage per the wage schedule, upon successful completion of the Certificate of Fire Science Program or an Associate Degree in Applied Fire Science Technology.
 - a) All subsequent wage rates shall be computed from the resulting hourly wage
 - b) The education differential shall be \$0.20 per hour

B. EDUCATION INCENTIVE

1. The City recognizes the importance of education and further professional training.
2. With prior approval of the Fire Chief, the City will pay for the costs of tuition, textbooks, and travel expenses for an Employee to attend fire service related classes and emergency medical courses.
3. Approved classes shall be relevant to the Employee's position, responsibilities, and/or fulfilling a need within the department.
4. For single day training classes that occur off duty, the City will pay for up to 10 hours of travel and class time combined, or actual travel and class time if it is less than 10 hours.

5. An Employee shall receive full pay for all approved off duty class time.
6. This incentive does not include higher education programs including but not limited to the Certificate, Associates Degree, and Bachelor's Degree in Fire Science.
7. If the Employee fails to complete and pass the class, the Employee shall reimburse the City for the costs of tuition, textbooks, and travel expenses related to attending the class.

C. RECALL PAY

1. Recall shall be defined as a call back to duty from an off-duty status.
2. Employees who are recalled shall receive a minimum of two (2) hours pay at their respective overtime rate for each non-concurrent EMS incident for which a duty officer requests a recall.
3. Employees who are recalled shall receive three (3) hours pay at their respective overtime rate for each non-concurrent fire incident recall.

D. PAY FOR PRIVATE SERVICE JOBS

1. All Employees who work any private service, conventions, fairs and private functions shall be paid a minimum four (4) hours at their respective overtime rate.

E. SEVERANCE PAY

1. In addition to accumulated vacation, the City will pay, after two (2) years of service, severance pay of two (2) weeks upon separation of employment with a proper two (2) weeks notice, except in cases of disciplinary discharge.

ARTICLE 20 - TRADING TIME

- A. Employees shall be permitted, with the prior approval of the Fire Chief, to substitute for one another on tours of duty (or some part thereof) in order to permit an Employee to absent him or herself from work.
- B. Permission for such substitutions shall not be denied capriciously or without reason.

ARTICLE 21 - HOURS OF WORK

- A. For payroll purposes, the work week shall be defined as a period of seven days beginning at 00:00 hrs on Sunday and ending at 23:59:59 hrs on the following Saturday.
- B. The regular workweek for rotating Shift Employees shall be determined by the Fire Chief and average fifty-six (56) hours per week.
 1. The workweek shall be on a rotating shift basis consisting of twenty-four (24) hours per shift.

- C. A file on the work schedule shall be available to the Union representatives on request to the Fire Chief for purposes of verifying an Employee's official time worked.

ARTICLE 22 - MEDICAL INSURANCE

- A. The City shall pay the full cost of the Group Hospital, Surgical and Major Medical premiums at the single, two-person or family plan, as appropriate for all eligible Employees through the Maine Municipal Association Employees Health Trust Comprehensive Health Plan.
- B. The City shall have the option to select a health insurance plan comparable to or better than the MMA Health Trust Comprehensive Plan, through a carrier of its choice. The plan currently is PPO-2500 with an HRA as described below.
- C. Employees enrolled in the City's health insurance program shall have the following deducted weekly from their wages for their contribution towards the Group Hospital, Surgical and Major Medical family plan through the Maine Municipal Association Employees Health Trust Comprehensive Health Plan.

For the period of July 1, 2021, through June 30, 2022, Employees shall contribute the following percentages of the weekly health insurance premium:

Single:	15% per week;
Employee and Child:	21% per week;
Family:	21% per week.

For the period of July 1, 2022, through June 30, 2023, Employees shall contribute the following percentages of the weekly health insurance premium:

Single:	16% per week;
Employee and Child:	22% per week;
Family:	22% per week.

For the period of July 1, 2023, through June 30, 2024, Employees shall contribute the following percentages of the weekly health insurance premium:

Single:	16% per week;
Employee and Child:	22% per week;
Family:	22% per week.

The City will provide each Employee who is using City insurance with an HRA. The Employee may use the HRA to pay for plan deductibles and out of pocket expenses. Once the HRA amount has been exhausted, an Employee is responsible for all remaining deductibles and out of pocket expenses. The HRA is based on a calendar year; unused HRA funds do not carry over from year to year. The HRA will be provided in the following amounts:

Single:	up to \$3,000 per calendar year;
Employee and Child:	up to \$6,000 per calendar year;
Family:	up to \$6,000 per calendar year.

ARTICLE 23 – RETIREMENT HEALTH SAVINGS

A. The City will establish an ICMA Retirement Health Savings (RHS) Plan that shall be funded as follows:

1. Employees shall contribute 1½ % of their gross wages to their Retirement Health Savings Account through payroll deduction.
2. The City shall contribute 2½ % of the Employee’s gross wages into the Employee’s respective Retirement Health Savings Account.
3. All earned fitness incentives shall be contributed to the Employee’s respective Retirement Health Savings Account. (see Article 16 sec. F 5-6)
4. At the end of each calendar month Employees shall have four hours of regular pay, less any sick leave time used during the previous month, deposited quarterly, into the Employees Retirement Health Savings Account. (See Article 8 A 10)

For example: If an Employee uses 4 hours or more of sick leave time during the previous month, no contributions would be deposited for that month.

5. As provided in Article 8(I)(2), if an Employee has 20 years of service with the City of Ellsworth and has accrued but unused sick time at the time of separation from service, the Employee may use 50% of the unused sick leave up to a maximum of 1,440 hours (50% of which is 720 hours that may be redeemed) to buy back service, to be contributed to the Employee’s Retirement Health Savings account, or a combination of the two.
6. Any Employee shall be eligible to make withdrawals from Retirement Health Savings accounts established on or after January 1, 2014 upon separation from employment with the City.
7. Any Employee Retirement Health Savings account in existence on December 31, 2013 will be maintained as a separate Grandfathered Retirement Health Savings Account. No new contributions will be deposited into Grandfathered RHS Accounts.
8. Employees shall be eligible to make withdrawals from Grandfathered Retirement Health Savings accounts if any, upon separation from the City of Ellsworth or at age fifty-five (55) until the balance is depleted.

ARTICLE 24 - HEALTH CARE SPENDING ACCOUNT

A. The City shall establish an IRS Section 125 Flexible Benefit Plan for the Employees.

ARTICLE 25 - INDEMNIFICATION

A. The City agrees to provide and maintain in force general liability and public officials’ liability insurance to indemnify and save harmless the Employees in the performance of their duties.

ARTICLE 26 - CLOTHING

- A.** The City shall provide each Employee with the following uniforms and gear as needed and shall replace or properly repair same when damaged, destroyed or worn out:
1. Three (3) pair pants
 2. Two (2) pair of shorts
 3. Two (2) short sleeve shirts and two (2) long sleeve shirts or any combination of shirts equaling four (4)
 4. Three (3) t-shirts*
 5. Two (2) sweat shirts *
 6. One (1) ball-cap*
 7. One (1) belt
 8. One (1) pair each shoes and boots
 9. One (1) pair each (if requested) insulated and regular coveralls
 10. One (1) windbreaker jacket that matches the work uniform
 11. One (1) combination winter/summer work uniform jacket
 12. One (1) complete set of turnout gear as required by N.F.P.A. and O.S.H.A. standards. (helmet, coat, pants, boots, gloves and hood)

* Orders must be in volume and will be placed only once per year.

- B.** The City shall provide all personal protective equipment required by N.F.P.A. and O.S.H.A. standards (corrective lenses for safety glasses, etc.)
- C.** All specifications for clothing will be recommended to the Fire Chief by the Joint Occupational Safety and Health Committee.
- D.** If requested by an Employee, the City shall have "IAFF Local 3402" printed on that Employee's t-shirts.

ARTICLE 27 - PERSONAL EFFECTS

- A.** An Employee shall be reimbursed for personal effects that have been damaged in the performance of duty.
1. Any such damage must be reported to the officer in charge immediately and in writing to the Fire Chief within twenty-four (24) hours of the damage.
- B.** Personal effects include watches and clothing (up to a value of \$50.00 per item) dentures, contact lenses and eye glasses (up to a value of \$150.00).
- C.** Employees are encouraged to deposit into their personnel file any receipts for covered purchases to aid in establishing fair value.

- D. Employees must submit the paid receipts for the replaced items.

ARTICLE 28 - RETIREMENT

- A. The City shall provide a retirement benefit pursuant to 5 M.R.S.A. 18453-2 of one-half (1/2) the average compensation after twenty-five (25) years of service and reaching the age of fifty-five (55).
- B. The Employee may elect to participate in the International City Management Association Retirement program offered by the City in lieu of Maine State Retirement.
 - 1. The City's contribution shall be 7.25%.
 - 2. The Employee's contribution shall be no less than 6.5%.

ARTICLE 29 - DETAILS TO OTHER CITY DEPARTMENTS

- A. Except in cases of an emergency, Employees will not be assigned to other city departments.
- B. An emergency is as declared by the City Manager or Fire Chief.
- C. In the event that fire hydrants need to be cleared from the build-up of snow and ice from plowing of the roads, a vehicle with a plow or bucket and an operator, if required by the supplying department, shall be made available to the fire department as needed, including weekends and holidays.

ARTICLE 30 - DRUG AND ALCOHOL USE AND TESTING PROCEDURE

- A. While on the City of Ellsworth premises and while conducting City-related activities off the City of Ellsworth premises, no Employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs.
- B. The legal use of prescribed drugs is permitted on the job only if it does not impair an Employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.
- C. Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program.
- D. Such violations may also have legal consequences.
- E. Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of disciplinary action may participate in a rehabilitation or treatment program through the City of Ellsworth's health insurance benefit coverage.

- F. Under the Drug-Free Workplace Act, an Employee who performs work for a government contract or grant must notify the City of Ellsworth of a criminal conviction for drug-related activity occurring in the workplace.
 - 1. The report must be made within five days of the conviction.
- G. Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their Fire Chief or the City Manager without fear of reprisal.
- H. The City of Ellsworth is committed to providing a safe, efficient, and productive work environment for all Employees.
- I. Using or being under the influence of drugs or alcohol on the job may pose serious safety and health risks.
- J. Refusal to submit to drug testing may result in disciplinary action, up to and including termination of employment.
- K. The following alcohol tests for safety sensitive Employees will be conducted:
 - 1. Pre-employment: conducted before applicants are hired or after an offer to hire, but before actually performing safety-sensitive functions for the first time.
 - 2. When an Employee transfers to a safety-sensitive position.
 - 3. Post-accident: conducted after an accident on Employees whose performance could have attributed to the accident.
 - 4. Reasonable Suspicion: conducted when a supervisor observes behavior or appearance that is characteristic of alcohol abuse.
 - 5. Return to Duty and Follow-up: conducted when an Employee who has violated the prohibited alcohol conduct standards returns to performing safety-sensitive duties.
 - a) Follow-up tests are unannounced and at least 6 tests must be conducted in the first 12 months after an Employee returns to duty.
 - b) Follow-up testing may be extended for up to 60 months following return to duty.
- H. Copies of the drug testing policy will be provided to all Employees.
 - 1. Employees will be required to sign an acknowledgment form indicating that they have received a copy of the drug testing policy.
 - 2. Questions concerning this policy or its administration should be directed to the City Manager.

ARTICLE 31 - SAVINGS CLAUSE

- A. If any provision of this Agreement shall be contrary to any law of the United States or the State of Maine, that provision shall be deemed invalid and such invalidity shall not affect the validity of the remaining provisions.
 - 1. In such event, the parties, upon request of the other, shall meet and negotiate within thirty (30) days regarding such invalid provisions.
- B. If any provision of the Agreement shall be contrary to an ordinance, rule or regulation of the City, the language of this Agreement shall control.

ARTICLE 32 - WAIVER

- A. The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectible with respect to any subject or matter referred to or covered in the Agreement.

ARTICLE 33 - APPENDICES AND AMENDMENTS

- A. All appendices and amendments to this Agreement shall be collectively, dated and signed by the responsible parties and shall be subject to all provisions of this Agreement.

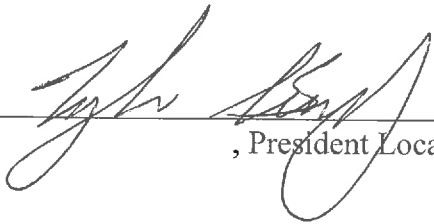
ARTICLE 34 - DURATION

- A. This Agreement shall be effective July 1, 2021 and continue in full force and effect until midnight the 30th day of June 2024. Notwithstanding the date of execution, wage increase shall be retroactively effective as of July 1, 2021.
- B. The parties agree to reopen negotiations in the event that the City should form a partnership with an ambulance company to allow for the parties to address new duties, hours, and wages from the partnering.
- C. The parties have hereby caused their names to be subscribed by their duly authorized representatives on the day and year written below.

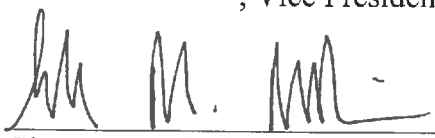
[signatures follow on next page]

Dated at Ellsworth, Maine this 23 day of August, 2021

ELLSWORTH FIRE FIGHTERS ASSOCIATION
LOCAL 3402, INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, AFL-CIO-CLC



, President Local 3402

, Vice President Local 3402


Glenn Moshier, City Manager