

**AGREEMENT**

**CITY OF BANGOR, MAINE**

**AND**

**THE BANGOR FIREFIGHTERS ASSOCIATION  
LOCAL 772  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
A.F.L. - C.I.O.**

**July 1, 2018 to June 30, 2021**

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## **AGREEMENT**

THIS AGREEMENT made pursuant to Title 26, Chapter 9-A of the Maine Revised Statutes of 1969, as amended, by and between:

THE CITY OF BANGOR, a municipal corporation in the County of Penobscot, State of Maine and having its principal offices at 73 Harlow Street, Bangor Maine (hereinafter sometimes referred to as the "City");

### **AND**

The BANGOR FIREFIGHTERS ASSOCIATION, a collective bargaining organization, being Local 772, International Association of Fire Fighters (A.F.L.-C.I.O.) and having an office at the Central Fire Station, Bangor, Maine (hereinafter sometimes referred to as the "Union").

### **WITNESSETH:**

In consideration of the mutual promises hereinafter set forth, each party agrees as follows:

### **PREAMBLE**

In order to increase general efficiency in the City, and to promote the morale, equal rights, well-being and security of the Firefighters in its Fire Department; and to serve as a basis for securing cooperation, harmony and good will between the City, the Firefighter and the Union and its members, the parties herein bind themselves in mutual agreement as follows:

### **ARTICLE 1**

#### **Recognition**

1. The City recognizes the local Union and its International affiliates, when requested by the Union, as the sole and exclusive bargaining agent for Firefighters, Lieutenants, Captains, Fire Inspectors, Public Education Officers and Mechanics employed by the City of Bangor in the Bangor Fire Department excluding the Fire Chief, Assistant Chiefs, Training Administrator, temporary employees and all other employees of the City of Bangor, for the purpose of collective bargaining and entering into agreement relative to wage, hours, conditions of employment and grievance arbitration.

2. The City shall have the exclusive right in the operations of the Fire Department, and direction of work forces and to show just cause for any discipline or change in working force, excluding those rights which are superseded by this Agreement. The City is to provide all members of the bargaining unit with a copy of the final contract. In addition, the City will provide all new eligible bargaining unit members with a current copy of the contract at orientation.

## **ARTICLE 2**

### **No Discrimination by Parties**

1. Employees covered by this Agreement shall have the right to join the Union or refrain from doing so. No employee shall be favored or discriminated against by either the City or the Union because of his membership or non-membership in the Union.
2. 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, creed, national origin, disability, or political affiliation. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.
3. 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.
4. The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City or any City representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union consistent with this contract.
5. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion and further agrees not to discriminate, interfere, restrain, or coerce other employees who are not members of the Union.
6. In reference to benefits and working conditions, the term "Firefighter" will include Mechanic, Public Education Officer, Fire Inspector, unless explicitly limited to Mechanics, Firefighter, Public Education Officer or Fire Inspector.
7. In this agreement, "Staff" shall be defined as the Fire Chief and/or Acting Fire Chief and up to four (4) Assistant Chiefs.

## **ARTICLE 3**

### **Checkoff of Dues and Service Fees**

1. The City agrees to deduct weekly from each Firefighter's paycheck all regular weekly Union dues on presentation by an authorized officer of the Union of properly executed

payroll deduction authorization cards. Said authorization shall be supplied by the Union and shall be in a form satisfactory to the City. The City will then deduct only those amounts as are certified by the Treasurer of the Union, and a check for the combined total of said amount shall be submitted electronically if the City is capable of doing so as soon as is practicable by the City to the Treasurer of the Union.

2. It is agreed and understood that said deductions may be terminated by any Firefighter upon given written notice to that effect to the Human Resources Manager of the City of Bangor within thirty (30) days prior to the expiration date of this Agreement. A copy of any request to terminate said deductions will be forwarded to the Union Secretary as soon as possible.
3. In the event a Firefighter subject to the provisions of this Agreement is promoted or transferred to a position not included in the bargaining unit, dues checkoff will be canceled.
4. The Union shall indemnify, defend and save the City harmless against any and all claims, demands by any Firefighter or his personal representatives as a result of paycheck deductions by the City in reliance upon payroll deduction authorization cards submitted by the Union to the City.
5. 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. Therefore, it is agreed that employees 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.
  - a. "Service fee" means a pro rata assessment to defray costs for services by the bargaining agent in negotiation and contract administration upon all members in the bargaining unit who are not members of the Union. The service fee shall be established annually and may not exceed the periodic dues and assessment upon members of the Union.
  - b. No non-member employee shall be required to make any pro rata contribution for the following Union expenditures:
    - i. Contributions to political candidates, political committees formed for a candidate or a political party;
    - ii. Publicizing of an organizational preference for a candidate for a public office;
    - iii. Efforts to enact, defeat, repeal or amend legislation unrelated to the wages, hours and other terms and conditions of employment, and the welfare or the working environment of employees represented by the bargaining agent or its affiliates;

- iv. Contributions to charitable, religious or ideological causes not germane to its duty as the bargaining agent;
  - v. Benefits which are not germane to the governance or duties as bargaining agent and which are available only to members of the Union;
  - vi. Efforts to organize employees outside the bargaining unit;
  - vii. The expenses of litigation unrelated to contract negotiation, contract administration; settling grievances or other disputes between the bargaining unit and the employers; or
  - viii. Publication costs associated with the above activities.
- c. The Union shall establish an internal procedure whereby non-member employees may challenge the calculation of the service fee, which procedure may provide for binding arbitration as the exclusive remedy to settle any dispute under this section.
- d. Religious exemption. Notwithstanding the above subsections, any employee who is a member of and adheres to an established and traditional tenet or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting employee organizations shall not be required to join or financially support any employee organization as a condition of employment; except that the employee shall be required, in lieu of payment of the service fee, to pay sums equal to the service fee to a non-religious, non-labor organization charitable fund exempt from taxation under Article 501 (c) (3) of Title 26 of the Internal Revenue Code, chosen by the employee from a list of three such funds designated in the Union's by-laws. Such employee shall furnish to the Union written receipts or other proof evidencing such payments, and failure to make such payments or furnish such proof shall subject the employee to dismissal.
- e. The City agrees to deduct weekly from each non-member employee's paycheck all service fees on presentation by an authorized officer of the Union of a properly executed payroll deduction authorization card. Said authorization shall be supplied by the Union and shall be in a form satisfactory to the City. The City will then deduct only those amounts as are certified by the Treasurer of the Union, and a check for the combined total of said service fee shall be submitted as soon as it is practicable by the City to the Treasurer of the Union.
- f. It is agreed and understood that said deductions may be terminated by any employee upon giving written notice to that effect to the Human Resources Manager of the City of Bangor within thirty (30) days prior to the expiration date of this Agreement or by substitution of a Union dues payroll deduction card any time during the effective period of this Agreement. Termination of check-off deduction does not relieve the employee of his duty to pay either Union dues or the service fee.

- g. Employer liability. The employer shall be held harmless against any and all claims, demands, suits or other forms of liability which may arise from making service fee deductions or employee discharge for failure to make such payments, which actions are taken in compliance with this section.

#### **ARTICLE 4** Seniority

1. The City shall establish a permanent seniority list, and it shall be verified on the first day of January of each year and immediately posted thereafter on bulletin boards for a period of not less than thirty (30) days, and a copy of the same sent to the Secretary of the Union. Any objection to the seniority list, as posted, must be reported to the Chief of the Department and the Union within thirty (30) days from the date posted or it shall stand as accepted.
2. Seniority shall be established as of the last date of permanent hire, within the unit, and shall not include any previous employment with the City.
3. If two or more persons are hired on the same date, seniority will be determined by the order of hiring.

#### **ARTICLE 5** Layoff and Recall

1. In the event the City determines it is necessary to lay off personnel in the department, all temporary employees will be laid-off before permanent employees. Permanent employees shall be laid-off in reverse order of their length of service. After such layoff, those employees with the greatest length of service shall be recalled first. In addition, after such a layoff, no new employees, temporary, permanent or otherwise, shall be hired by the City for employment as a Firefighter, as defined in this Agreement, until all previously laid-off employees have been given a written notice by registered mail of an opportunity to return to work. Any employee on lay off must respond within ten (10) calendar days after being contacted as to whether or not he will return to work; said employee shall have fourteen (14) days after responding to said notice to commence work.
2. A departmental reduction in force shall have no effect on the position of the Mechanic, Fire Inspector or Public Education Officer unless such reduction is specifically meant to eliminate the position as it relates to Article 1, Paragraph 1.
3. It shall be the duty of any laid-off employee to keep the City appraised as to his/her address for the purpose of notification pursuant to this Article.



4. Demotions: In the event the City determines it is necessary to demote an officer or officers to effectuate a reduction in the size of the officer corps, the demotions shall be made in reverse order of seniority as determined by time in grade. The officer seniority of a Captain demoted to Lieutenant shall be determined as though he had been a Lieutenant from the date of his/her first appointment as an officer.
  - a. Demoted officers shall be reinstated to grade in reverse order of demotion at the earliest opportunity and no new appointments to the officer corps shall be made until all demoted officers have been reinstated to their former grade.
  - b. Any officer lay off pursuant to paragraph one, supra, shall not be subject to these provisions until he/she is recalled.
  - c. Notwithstanding the above, the City may demote officers for just cause and officers shall not be subject to the above reinstatement provisions.

## **ARTICLE 6**

### Temporary Service Out of Rank

1. Unit Employees who are ordered to serve temporarily in a higher rank shall be compensated at the rates established for the higher rank. When there is no officer on an engine for more than three (3) hours, or for up to six (6) hours for educational purposes, a Firefighter will be assigned to the officer's seat by the commanding officer in charge and will be considered to be in the higher rank for the entire day or night shift.
2. For the purposes of this article, temporary service in a higher rank means firefighter to Lieutenant, Lieutenant to Captain and Captain to Assistant Chief. For pay purposes, employees will receive the pay rate of the higher ranking position to which they are assigned, as follows: Acting Lieutenants will receive the difference between the top step base firefighter hourly rate of pay and the bottom step base Lieutenant's hourly rate of pay; acting Captains at central only will receive the difference between the top step base Lieutenant's hourly rate of pay and the bottom step Captain's hourly rate of pay; and when a captain is acting as an Assistant Chief, he/she shall receive the next higher rate above his/her current rate of pay on the Assistant Chief's Pay Scale.

## **ARTICLE 7**

### Duties

1. The duties of the Firefighter shall be the prevention, control, and extinguishing of fires, training, fire company housing inspections. EMS (Emergency Medical Services), and routine maintenance such as painting, cleaning, sweeping, minor repairs of the Fire Department buildings, upkeep of the Fire Department grounds, routine maintenance of the Department equipment, the operation of the emergency ambulance including

non-emergency transfers, public education, private services when designated by the Chief or his designee for the protection of the public interest or any other related duties. It shall be the responsibility of any Officer and any Firefighter having custody of any equipment to see it is properly cared for, kept clean, and returned to its place for storage.

2. Public education shall be performed occasionally by the Fire Department to supplement the work of the Fire Prevention Division. The Fire Prevention Division will be responsible for setting up public education duties for the Fire Department as well as being responsible for any instruction given in conjunction with any related class, although a qualified fire company may be utilized. The Fire Department will assume a supportive role of the Fire Prevention Division; however, the Fire Prevention Division will retain the primary responsibility for public education and inspections.
3. All public education performed by the Fire Department shall be scheduled at least four days in advance at approved times (as outlined in Article 13). Any public education activities with less than four days notification must be approved by both the Fire Chief and the Union President or their designees. It is understood that public education activities will not be conducted during the evening unless jointly approved by the Fire Chief and the Union President.
4. The duties of public education may include taking vehicles to parks supervised by the Parks and Recreation Department during the summer months to interact with the children, visits to nursing homes or senior citizen complexes, working with an instructor from the Fire Prevention Division during school hours to educate children and to have the equipment at special events to promote good public relations.
  - a. Subject to Article 10, Firefighters shall not, as a part of any tour of duty, be required to perform any routine maintenance or upkeep as a result of use by any organization, group or individual outside the Bangor Fire Department. Be required to burn brush, grass, or debris regardless of whether it is public or private property. Be required to; flush, maintain, paint or remove snow from fire hydrants.
  - b. Firefighters shall not, as part of a tour of duty, perform services for any private interest. The detailing of Firefighters shall be the sole responsibility of the Chief of the Department, or the officer in charge citywide.
  - c. Non-emergency transfers may be done locally without hiring. There may be no more than one local transfer loaded at any time. "Local" defined as Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Nation, Winterport and Veazie. "Loaded" defined as having a patient under your direct care and/or your rescue not in service.
  - d. Each transfer outside the local area shall be done by personnel who are hired back (extras) at a minimum of ten (10) hours overtime. Details of the transfer should be explained when hiring. Extras for "urgent" transfers may be hired

starting with the closest personnel in Bangor then working out from there. Any extras hired will be released from service when they have completed that transfer and that rescue is back in service. When a transfer is hired; off-duty personnel will receive hiring preference; in the event that qualified off-duty personnel do not accept the transfer, on duty crew members will be permitted to take the transfer.

- e. When a crew is called in to do a long distance transfer and the transfer is cancelled the crew will receive four (4) hours of overtime. If the crew has not spent more than one (1) hour after they arrive at the station then they will receive four hours of overtime and will be released. The first hour starts when the first crew member gets to the fire station. If the long distance transfer is postponed or the crew is at the station for more than one (1) hour then the crew will receive the full ten (10) hours of over time whether the transfer is completed or not. If after four (4) hours the transfer is still not ready then the crew will be released

## **ARTICLE 8**

### **Hours**

1. The regular work week for Firefighters shall average forty-two (42) hours per week. Firefighters work schedule will be a twenty-four [24] hour shift as outlined in Exhibit A and will not be changed unless mutually agreed to by the parties. Firefighters will be paid in accordance with Exhibit B on the basis of the forty-two (42) hour week.
2. A file on the work schedule shall be available to the Union representatives, on request to the Chief of the Department, for purposes of verifying an employee's official time worked.
3. The regular workweek for the Fire Inspector, Public Education Officer and Mechanic is five (5) days per week amounting to a forty (40) hours.

## **ARTICLE 9**

### **Overtime**

1. In the event that a need for overtime should occur in the department, overtime pay shall be paid at the rate of one and one-half times the employee's regular rate of pay for all hours worked that are not included in his/her scheduled work week as defined in this Agreement. The rules and regulations governing overtime details shall be posted on the bulletin board, shall be signed by the Chief of the Department, and shall be considered a departmental order adhered to by all commanding officers when detailing men.
2. Hours paid for holidays, sick leave, and private service duty shall not be included in "hours worked" for the computation of overtime.

3. All firefighter employees may request comp time instead of overtime.
4. If previously requested, firefighters will accumulate Compensatory Time at a rate of one (1) and one half (1/2) times the actual hours worked over forty-two (42) hours. Compensatory time taken shall not be used to cause and/or create overtime. Compensatory time shall not be taken during the same week it is earned. Compensatory time taken shall always be paid at straight time. With the approval of the Fire Chief or designee, an employee may be granted compensatory time off. Employees may accumulate up to forty eight (48) hours of compensatory time. Requests for compensatory time may be made in advance; permission must be in writing from the Fire Chief or his designee.
5. Call-In: Employees called in to work will receive a minimum of four (4) hours at time and one half (1½) their regular rate of pay when the hours are not attached to the beginning or end of their schedule shifts. Call-in hours attached to the beginning or the end of their regular work schedule will be paid at their appropriate rate as required by 9.1, above. The call-in will end at the mitigation or termination of the incident for which the employee was called in.

**ARTICLE 10**

**Computation for Private Services**

All Firefighters and Officers who work on any outside private service, conventions, fair and private functions shall be paid according to the schedule below for up to four (4) hours of duty. Hours in excess of four (4) hours in any one private extra shall be paid based on the hourly rate of the schedule below. The compensation rate will be doubled during legal holidays. Private Service extras performed for an entity who does not reimburse the Fire Department may be paid at the overtime rate; they shall not be assigned; and must be offered as overtime no sooner than 10 days prior to the scheduled extra.

	07-01-2018	07-01-2019	07-01-2020
	4 hrs / 1 hr	4 hrs / 1 hr	4 hrs / 1 hr
Officers	\$197/\$49.25	\$202/\$50.50	\$207/51.75
Privates	\$177/\$44.25	\$182/\$45.50	\$187/\$46.75

## **ARTICLE 11**

### **Court Time**

1. Any employee covered by this Agreement who is required to attend any off duty time of the City of Bangor, for job related proceedings shall receive a minimum of three (3) hours for such attendance.
  - a. If he/she is required to stay in attendance at said court for more than three (3) hours in any one day, he/she shall be paid for the actual hours spent that day. Provided, however, if any fee is received for such attendance it shall be donated to a charity of the person's choice.
2. Employees shall be paid at the rate of time and one-half per hour for off-duty court time.\*
3. Any employee required to call the court daily for possible attendance shall be paid a minimum of one (1) hour of overtime per day. In the event they are required to attend court employees shall be compensated per Section 1 & 2.
4. If the Chief approves attendance at any other legal proceeding, the employee will be compensated in accordance with this Article.

## **ARTICLE 12**

### **Educational Incentive**

1. Educational Incentives for Associate Degree (60 hr. program) will be twenty-nine cents per hour (.29/hr), Bachelor's Degree will be thirty-eight cents per hour (.38/hr), and Masters Degree will be forty-three cents per hour (.43/hr). These incentives are not cumulative.
2. Educational incentives for Fire Science/Fire Administration Associate Degree (60 hour program will be thirty five (.35/hr), Bachelor's Degree will be forty three (.43/hour), and Masters Degree will be forty eight (.48/hr). These incentives are not cumulative.

## **ARTICLE 13**

### **Training**

1. Both the City and the Union agree that all Firefighters should, when available, take refresher courses and receive additional training in occupational courses related to their employment with the Department. All off-duty instruction which the Firefighter has been directed to attend shall be added to the "hours worked" for the computation of overtime.
2. Any State mandated EMS license upgrade for EMT Basic and above shall be fully compensated by the City, overtime will only be paid when necessary.

3. The following times will be excluded from training:
  - a. Day shift 11:30 – 1:00 PM.
  - b. Nightshift except as provided below.
  - c. Anytime after 5:00 PM on a 24 hour shift, except as provided below.
  - d. Holidays.
  - e. Scheduled Union Meeting.
4. Travel time to and from training, as well as preparation before and clean up afterwards, shall be considered training time. Each crew shall receive one hour free from calls and training prior to the start of afternoon training. Night time engine company inspections will be done on a voluntary basis in accordance with Side Letter #1.
5. All personnel shall be in their respective station one hour prior to shift change with the exception of emergency response.
6. Consideration shall be given to weather, temperature, humidity and other adverse conditions in determining the type and location of training or its cancellation.
7. Night training will not exceed 18:00 to 21:00. The City will attempt to keep night training to a minimum. One night training session per crew, per month, may be scheduled. Exceptions may be made with prior approval by both the Union and the City, and shall be posted in advance.
8. This Agreement will not restrict volunteer training providing it does not adversely affect non-volunteers. Volunteer training shall not constitute a past practice.

**ARTICLE 14**  
**Job Bidding & Personnel Movement**

1. Vacancies: When a vacancy occurs in a position, when manning adjustments are needed, or following promotion(s), personnel movement will be governed by the provisions of this Article. As used in this Article, a "vacancy" shall mean either a newly created or existing line position not occupied due to death, retirement, resignation, transfer between divisions, promotion or dismissal.
2. Seniority: Seniority, as used in this article, is defined as time in rank.
3. Bidding:
  - a. Annual job bidding will occur for all-positions on the first (1st) Monday in October at 08:30 hrs. at Central Fire Station. Annual job bidding will occur before the picking of vacations for the following year. All bids will be

awarded to the member having the most seniority providing the person is qualified for the position. Annual job bidding will take effect on the first (1<sup>st</sup>) Sunday in January.

- b. Bidding for permanent vacancies will take place at the next regularly scheduled Union Meeting providing a ten (10) day notice is posted of the vacancies that will be open for bidding. Positions that become open due to the bidding process will also be bid at that time. All rules pertaining to the bidding process shall be followed. Positions available and not picked during one session will be re-bid at a later session. The Union will provide a written result of any session to the Chief as soon as possible.
  - c. The Fire Chief has the right to move members in reverse seniority, and considering qualifications, to even out crew numbers as well as address long term military leave, injuries, Fire/EMS school schedules, uneven Paramedic distribution, and other similar issues. The goal will always be to move as few personnel as possible. The Union will review all moves under this section
4. Bidding Sequence: As vacancies require, bidding will begin with Captains picking by seniority, followed by Lieutenants picking by seniority, and ending with Firefighters picking by seniority.
  5. Absentee Bidding: Absentee bidding will be allowed when a person is away on vacation. The absentee bid shall be given to the Union President before bidding day in a sealed envelope marked bid and dated for bid day. All other bidding shall be done in person at the scheduled bidding location. Extenuating circumstances will be dealt with on a case by case basis.
  6. Manning: As referenced in EXHIBIT D, the filling of vacancies on crews on any given shift shall be as follows: The shaded positions will be used for daily crew adjustment by seniority. Senior personnel will be given choice of open slots before any assignments are made. In the event that manning is not able to be filled by shaded positions, manning shall be completed utilizing seniority and qualifications.
  7. Promotions: Any newly promoted Lieutenant will be transferred to Central on the crew that has the unfilled position for a three (3) month period. The new officer will then be transferred to the unfilled position if it is at an outside station. If multiple officers are promoted on the same time, the newly promoted officers will be allowed to pick unfilled positions by the order of promotion.

8. **Transfers:** Scheduled transfers will be posted seven (7) days in advance. Transfers due to unforeseen circumstances may be accomplished with shorter notice.
  - a. Compensation initiates on the employee's first day in on the original crew prior to the date of transfer. Compensation will be for any additional hours worked beyond the original work week. Transfer to the new crew will be effective on the crew's first day on duty.
  - b. If an employee works more than the scheduled work week, compensation shall be provided by:
    - i. Scheduled time off during the week of the shift.
    - ii. Overtime compensation.
  - c. If any employee works less than the scheduled work week, no penalty shall be assessed to the employee.
9. **Mutual Transfers and Rotations:** Members of the same rank and qualifications on the same crew will be allowed to switch and/or rotate positions on a shift by shift basis providing both sides agree ahead of time on the length of the switch and/or rotation, and inform the downtown officer of the position changes. Mutual transfers from one crew to another may be approved by the Union President and the Fire Chief if a request is made in writing stating all parties involved. Mutual transfer requests shall not be unreasonably denied. The transfer can be up to one (1) year but will end at the next annual job bid effective date. Mutual transfers shall not require any compensation to either employee.
10. **Vacations:** Employees shall not be transferred from one crew to another the week before, the week of, or the next week after their vacation. If a member is transferred from one crew to another by the Chief, arrangements will be made so that the person transferred will keep his/her vacation pick. If a member transfers to a different crew he/she will have to make their own arrangements to keep their vacation.
11. **Transfers:** If the City transfers any firefighter from the line to other intra-fire department duty, the firefighter can only return to line of duty at the same rank as before the transfer.
  - a. Individuals transferred shall, upon written request to the Chief, be provided with a written explanation for the involuntary transfer.
12. **Rescue 1/Ladder 1 Rotation:** Those personnel holding the Rescue 1/Ladder 1 positions shall be required to rotate on/off Rescue 1 and Ladder 1 on a scheduled basis. The schedule shall be determined and agreed upon by those personnel.



Other personnel may offer to be included in the rotation, but are not required to do so. In the case where the only qualified person working is scheduled in the Rescue 1 Rotation, that person may be removed from the Rescue 1 Rotation and assigned to the vacant position. The vacant Rescue 1 position will be filled with the least senior, qualified crewmember working.

## **ARTICLE 15 Substitution**

1. No Firefighter shall be substituted for without permission from the Chief of the Department, his designee, or any line officer of the Department.
2. The following guidelines will be used by personnel allowed to substitute shifts under Article 15. These guidelines do not supersede the provisions of Article 15.
  - a. The maximum number of substitutions an employee shall be allowed in a calendar year (January 1 to December 31) will be eighteen (18) regular shifts. Substitutions for Union business shall not be counted. Increases in the number of substitutions may be allowed under emergency circumstances subject to approval of the Chief.
  - b. No substitution will be allowed for overtime extras: excluding scheduled overtime extras, Christmas, scheduled private service extras, etc. These exceptions do not count towards the eighteen (18) shift limit.
  - c. Employees shall be allowed substitutions for no more than eight (8) consecutive shifts, exceptions to this may be allowed under emergency circumstances subject to the approval of the Chief.
  - d. Stand-bys may be accumulated for exchange for full shift substitutions; Repetitive standbys will not adversely affect an employee's training.
  - e. There shall be no carryover of substitutions from one calendar year to the next.
  - f. A substitution slip will be made out and signed by the employee and turned into an officer to be forwarded to the A/C office. If approval is given over the phone, the slip will be turned in during the employee's next on duty shift.

**REQUEST FOR SUBSTITUTION**

Date of Substitution: \_\_\_\_\_  
Employee Scheduled: \_\_\_\_\_  
Substitute's Name: \_\_\_\_\_  
Officer Approved by: \_\_\_\_\_  
Employee's Signature: \_\_\_\_\_  
Officer Receiving Slip: \_\_\_\_\_

**ARTICLE 16**  
**Vacations**

1. All Firefighters with less than six (6) years of continuous service shall accumulate two (2) weeks vacation on a weekly pro rata basis from the date of their employment, but no vacation time may be used until twelve (12) months of service are completed. If an employee takes vacation or annual leave on a holiday, the employee shall receive all holiday pay.
2. All Firefighters after six (6) years of continuous service shall begin to accumulate three (3) weeks vacation on a weekly pro rata basis. All Firefighters with eleven (11) years of continuous service shall begin to accumulate three and one half (3 ½) week's of vacation on a weekly pro rata basis. All Firefighters with fifteen (15) years of continuous service shall begin to accumulate four (4) weeks vacation on a weekly pro rata basis. All firefighters with twenty (20) years of continuous service shall begin to accumulate five (5) weeks vacation on a weekly pro rata basis.
3. Any unused vacation days may accrue from one year to the next up to a maximum of six (6) weeks accumulation.
4. A Firefighter who retires, resigns, or is discharged for cause prior to his/her taking a vacation shall be entitled to accumulated vacation pay in ratio to his/her length of service provided he/she has completed six (6) months of service.
5. All Firefighters will be given the opportunity to choose two (2) weeks of vacation time according to seniority. The two (2) weeks will be either consecutive or split. The remaining vacation time due to each Firefighter will be granted again according to seniority, two consecutive or split weeks, after all Firefighters have made their initial two (2) weeks vacation choice. After all vacation time due each Firefighter has been chosen according to seniority, carry-over vacation time will again be granted by one week picks according to seniority.
6. Each Firefighter's vacation period shall have the approval of the Chief of the Department.
7. Guaranteed Annual Leave shall be granted in either a ten-hour day shift (7:55 a.m. – 5:55 p.m.), or a fourteen hour night shift (5:55 p.m. – 7:55 a.m.), or a twenty four hour

block (7:55 a.m. – 7:55 a.m.). Guaranteed Annual Leave can only be taken if slots are available on the vacation list and if personnel have sufficient annual leave time accrued. Personnel shall request Guaranteed Annual Leave prior to the start of their shift. This means personnel shall request Guaranteed Annual Leave prior to 07:55 a.m., for a ten hour day shift or twenty-four hour shift, and by 5:55 p.m. for a fourteen hour night shift. This is required to determine if any Non-Guaranteed Annual Leave or Partial Annual Leave is available for other personnel. Any request made within twenty four hours of the beginning of the shift may not be granted if known to create overtime.

8. Non-Guaranteed Annual Leave shall not be granted if it will drop manning below current minimum staffing levels. Non-Guaranteed Annual Leave is defined as any shift taken in the form of a ten hour day shift or a fourteen hour night shift. An individual may request Non-Guaranteed Annual Leave in the same fashion as Guaranteed Annual Leave. Once Non-Guaranteed Annual Leave has been granted it can not be taken back and that individual has what time off they have requested and has been granted. This is required to determine if anymore Non-Guaranteed Annual Leave or Partial Annual Leave will be available for other personnel.
9. Partial Annual Leave shall not be guaranteed. Partial Annual Leave shall not be granted if it will drop manning below current minimum staffing levels. Partial Annual Leave is defined as anything less than a ten-hour day shift (7:55 a.m. – 5:55 p.m.) or a fourteen hour night shift (5:55 p.m. – 7:55 a.m.). Guaranteed Annual Leave takes precedence over Partial Annual Leave.
10. Firefighter vacation slots shall commence on an employee's first scheduled day on duty and shall be taken in blocks of no less than forty eight (48) hours. An employee shall not be required to report for duty during the one hundred and twenty (120) hours preceding or following the employee's vacation block.
11. Firefighter vacation slots shall be scheduled as follows: two (2) slots per platoon per vacation block including carry-over vacations. Only one officer per platoon per vacation block shall be allowed vacation.
12. Fire Inspectors, Public Education Officers and Mechanics shall have established their own vacation list and select vacations by the calendar week. All vacations shall be picked by above established guidelines.
13. Cancellations: The following will be considered acceptable to cancel a Vacation or Guaranteed Annual Leave.
  - a. Being out on Workers' Compensation.
  - b. Being on Bereavement Leave.
  - c. Being out with an injury (Doctors slip required).
  - d. Retirement.

- e. Other – This category will be reviewed on a case by case basis by both the Fire Chief and Union President to determine the validity of the cancellation request. Both must concur for the request to be granted. The request must be submitted to both in writing and approved at least eight days prior to the shift cancelled. This will allow others on the crew an opportunity to request the newly opened days.

Note – Items # a, b and c when used, will not create an open vacation slot.

## **ARTICLE 17**

### **Holidays**

1. The City and the Union recognize the following days as legal holidays:

- |                               |                                       |
|-------------------------------|---------------------------------------|
| 1. New Year's Day             | 7. Labor Day                          |
| 2. Martin Luther King Jr. Day | 8. Columbus Day                       |
| 3. President's Day            | 9. Veteran's Day                      |
| 4. Patriot's Day              | 10. Thanksgiving Day                  |
| 5. Memorial Day               | 11. Friday following Thanksgiving Day |
| 6. Independence Day           | 12. Christmas Day                     |

2. Firefighters shall be compensated at the rate of 10.5 hours pay for each of the twelve (12) recognized holidays. No holiday pay shall be paid to any employee absent on sick leave the week of a paid holiday without a certificate from a physician.
3. Public Education Officers, Fire Inspectors and Mechanic shall receive each holiday off in lieu of holiday pay.
4. Employees who are scheduled to work the majority of the hours of their shift on New Years' Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day & Christmas Day will receive one and one-half times their regular rate of pay for all hours required of that shift in addition to their holiday pay. Employees working the shift before the holiday shall receive four (4) hours pay. Employees working the holiday shall receive eight (8) hour's pay. For the purpose of this paragraph, work shall include vacation hours.
5. Employees who work an extra on New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day shall receive the following in addition to their holiday pay. Employees working the night before shall receive eight (8) hours of pay. Employees working the day of shall receive sixteen (16) hours pay.

## **ARTICLE 18**

### **Sick Leave**

1. Sick leave shall be accrued at the rate of fifteen (15) days a year, accumulative to one hundred twenty (120) days; however, benefits may not be used until an employee has completed six (6) months of service.
2. Sick leave shall be charged by the number of hours used.
3. During the term of this Agreement, when an employee retires from active service with the City, under the MPERS retirement plan and is immediately eligible for retirement benefits pursuant to the Maine Public Employees Retirement System as it applies to the City, the employee shall receive an amount equal to his salary at the time of his retirement for one-third (1/3) the number of weeks of accumulated sick leave to a maximum of eight (8) weeks. When determining sick leave pay-out eligibility, firefighters in the ICMA-RC 401a retirement plan who separate from the city within good standing upon retirement age as defined in the ICMA-RC 401a plan agreement, or completion of 25 years of regular full time service with the city, the employee shall receive an amount equal to his salary at the time of his/her retirement for one-third (1/3) the number of weeks of accumulated sick leave to a maximum of eight (8) weeks.
4. The Fire Chief may require as a condition precedent to the payment of sick leave a certificate (see Side Letter 3a) of a qualified physician certifying as to the condition of the employee or member of his family. The certificate must be presented immediately when the employee returns to work provided he/she has been given prior notice.
  - a. As a condition precedent to the payment of any sick leave, the employee shall present a signed Employee Certification of Sick Leave (see Side Letter 3b) to the officer in charge upon first day returning to work. Failure to do so will result in the docking of pay in the next pay period.
5. An employee will be posted when he/she has used five (5) incidents of sick leave. The incidents of sick leave shall be counted in any 12 month period. An incident of sick leave is defined as follows:
  - a. One 10/hr shift equals one incident.
  - b. One 14/hr shift equals one incident.
  - c. One 24/hr shift equals two incidents.
  - d. Two 24/hr shifts equals four incidents.
  - e. An incident will not be counted provided a doctor's slip is presented.
6. Any employee who is posted shall provide an Employee Certification of Sick Leave and a Physician's Certification of Sick Leave, failure to do so will result in the docking of pay in the next pay period.

7. Any employee who is posted will remain posted for a period of six (6) months starting on the date of the fifth incident. In the twelve (12) months following a six (6) month posting, the employee will be under a "3" incident rule. During this time an employee will be posted when he/she has used three (3) incidents of sick leave. Under the Three "3" incident rule, if posted again the employee will remain posted for one (1) year starting on the date of the third incident. Once an employee has completed twelve (12) straight months without being posted they will return to the five (5) incident rule. Employees shall not accrue a bonus sick day benefit while posted.
8. Any employee who willfully violates or misuses this sick leave policy or who misrepresents any statement or condition under the sick leave policy may be subject to discipline.
9. Sick leave may be used for attendance upon members of the family or spouses' family. Immediate family shall mean father, mother, sister, brother, husband, wife, child, granddaughter, grandson, step-person, grandfather or grandmother, limited to five (5) days per calendar year. This provision is intended to cover only those emergency situations where the nature of the illness is such that the Firefighter himself/herself be available to care for his/her family and is limited to two (2) days per incident, unless critical. Additionally, this provision is intended to cover other situations where the nature of the illness is such that the firefighter be available to care for his/her family, up to a maximum of five (5) days per calendar year, with the approval of the Fire Chief.
10. Upon the death of a Firefighter covered by this Agreement all accrued sick leave will be paid to his/her estate.
11. Employees must notify the Fire Chief, his Assistant or the commanding officer in charge of the shift, as early as possible, but in any case no less than one (1) hour prior to starting time, in order to draw sick leave benefits, unless a shorter time is approved by the Chief in accordance with the following procedure:
  - a. Employees may not contact Dispatch to call out sick.
  - b. Employees shall make direct contact with one of the listed officers.
  - c. When no direct contact can be made, employees shall leave a voicemail on the Central Captain's desk phone extension. Employees may text or notify their immediate supervisors as a redundant notification but such notice **shall not** be a substitute for direct contact with an officer or a message to the Central Captain's desk phone.
12. Any injury resulting from outside employment whereby the Firefighter receives a Workers' Compensation check, the Firefighter will keep the Workers' Compensation check and will be compensated for the difference, the difference being charged as sick leave.

13. Employees completing six (6) consecutive months of employment (January 1 to June 30 or July 1 to December 31) without using sick leave under provisions of Article 18 will be granted 10 hours of bonus sick leave accumulative to 36 hours.
14. In the event that the Firefighter has a scheduled medical, dental, vision or other professional appointment that could not otherwise be scheduled outside their normal work hours, the time off shall be charged as sick leave for hours needed.

**ARTICLE 19**  
Military Leave

1. Any permanent employee in a full-time position, who is a member of the National Guard or any branch of the Armed Forces of the United States and is required to undergo field training, shall be allowed a leave of absence with pay for the period of such training, but not to exceed two (2) weeks in any one year. The amount of this compensation shall be the difference between his/her military pay and his/her regular salary as an employee of the City. If his/her compensation by the military is equal to or greater than his/her regular City salary, no additional City payment will be made.
2. All employees who shall take military leave in accordance with this Article shall notify their department head at least two (2) weeks prior to the date they will be required to undergo field training, unless they are given less than two (2) weeks notice in which case they shall notify the Chief of the Department as soon as possible.

**ARTICLE 20**  
Jury Duty

1. Employees shall be granted a leave of absence with pay any day that they are required to report for jury duty or jury service. In the event the employee is either not selected or required for jury duty, he/she shall notify the officer in charge and he/she shall return to duty.
2. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury duty service.

**ARTICLE 21**  
Emergency Leave

1. Any Firefighter shall be permitted to leave immediately (without loss of pay) on account of any emergency concerning his/her home or his/her family upon giving notice to the officer in charge, with the approval of the Chief or his designee, provided that he/she report within an hour after taking leave the amount of time that will be required to attend the emergency.

**ARTICLE 22**  
Bereavement Leave

1. Up to forty-eight (48) hours with pay for Firefighters, and up to three (3) days with pay for Fire Inspectors, Public Education Officers and Mechanics, if the employee is scheduled to work, shall be allowed in the event of death in the immediate family of any employee of the Department or the spouse, attendance at a wake funeral and/or grave site service when needed. It is the responsibility of each individual to call and notify the officer in charge and in special circumstances to speak directly with the Fire Chief. Immediate family shall mean father, mother, sister, brother, husband, wife, child, granddaughter, grandson, step-person, grandfather or grandmother.
2. It is the intent of this article to allow for additional time where, time and distance are to be considered. This consideration is to be addressed and approved by the Fire Chief.
3. It is also the intent to allow each individual to use the amount of time that is needed in each specific circumstance. Only individuals themselves know how much time is needed and if needed time does not interfere with their work schedule, and make this known to the Fire Chief or his designee.

**ARTICLE 23**  
Meetings

1. The City shall allow members of Local 772 to hold a meeting on the second Wednesday of each month at 7:00 p.m. at the Central Fire Station. Meetings of less than thirty (30) people will be held in the classroom, if available. If classroom is not available or if more than thirty (30) people are present, dining area will be allowed. Additional meetings may be held with the permission of the Chief of the Department, permission for which shall not be unreasonably withheld. Meetings shall not in any way interfere with the operation of the Fire Department.
2. The Union officials shall be permitted to conduct Union business from any City Fire Station, as long as it does not interfere with the operation of the Fire Department. Any meeting that requires a recognized union committee, sub committee or group to officially meet shall require the permission of the Fire Chief, or his designee. Such permission shall not be unreasonably withheld.

**ARTICLE 24**  
Performing Union Duties

1. All employees covered by this Agreement who are officers of Local 772 shall be allowed time off for official Union business with the City Manager or his/her delegate, upon appointment, with pay and without the requirement to make up said time, if there is sufficient manpower available to cover for said employee as determined by the



Chief of the Department, and as long as it does not involve the hiring of additional personnel.

2. Any Officer of Local 772 shall be allowed time off, with pay, for attendance at any regional or national meeting sanctioned by the International Association of Firefighters or the AFL-CIO. Only one Union Officer shall be allowed time off, with pay, at any time. The total time off shall not exceed five twenty-four (24) hour shifts per calendar year.

## **ARTICLE 25**

### **Clothing**

1. The City shall provide each Firefighter with all necessary protective clothing as may be determined by the Chief and the Union Safety Committee.
2. The budget of the Fire Department each year shall have an account to be known as the Personal Effects Account. Each Firefighter shall be reimbursed from the account for the fair value of replacement of personal effects that have been damaged in the performance of duty providing the loss and satisfactory evidence thereof is reported to the Officer in charge within twenty-four (24) hours after the occurrence of the loss.
3. Personal effects include watches (up to a value of \$100.00), dentures, contact lenses and eyeglasses. It does not include jewelry, rings, personal electronics, and other unnecessary items. Employees are encouraged to deposit into their personnel record any receipts for personal effects into their personnel record to establishing fair value.
4. Uniforms items (including boots), either issued by the City or earned through uniform credits, that are damaged in the performance of duty will be replaced as soon as possible providing the loss and satisfactory evidence thereof is reported to the Officer in charge within twenty four (24) hours. The replacement cost shall be paid by the City and not charged to the Firefighter.
5. In July of each year, employees may designate a vendor or vendors that will be sent purchase orders on account to purchase uniform clothing and/or boots. Employees may continue to purchase clothing through the department's purchasing system.
6. The uniform purchasing credits shall be as follows: 16 credits/\$400.
7. The dress code currently in effect shall remain in effect until and unless the City proposes any changes; any proposed changes shall be made in accordance with the appropriate procedures in the Agreement.

**ARTICLE 26**  
Health Insurance

**1.** Effective January 1, 2018, the basic health plan shall be the Cigna Open Access Plan (OAP 90%) with the City and employees paying the following amounts:

01/01/18 Health Insurance Rates

	Employee	Employer	Total
<b>Lower Option Plan</b>			
Family, 2 person	\$107.45	\$322.34	\$429.79
Single Parent	63.28	217.91	281.17
Single	33.12	132.46	165.58
<b>Open Access Plus 80%</b>			
Family, 2 person	\$204.92	\$420.60	\$625.52
Single Parent	124.80	284.22	409.02
Single	68.00	172.63	240.63
<b>Open Access Plus 90%</b>			
Family, 2 person	\$140.20	\$420.60	\$560.79
Single Parent	82.51	284.22	366.73
Single	43.16	172.63	215.79

These rates shall remain in effect for calendar year January 1, 2018 through December 31, 2018.

**2.** Contribution rates for health insurance for the OAP-Low option and the OAP 90% health insurance plans effective January 1, 2016, shall be established by the following formula. For employees electing the 80% plan, the city will contribute the same dollar amount by coverage type contributed to the 90% plan, and the employee shall pay the difference.

Open Access Plus 90% Plan

	<u>Employer %</u>	<u>Employee %</u>	<u>Total %</u>
Family, 2 Persons	75.0	25.0	100.0
Single Parent	77.5	22.5	100.0
Single	80.0	20.0	100.0
+19	0	0	0

3. The City's contribution to health insurance effective January 1, 2022 and thereafter will be limited to one half (1/2) of the increased cost of the Open Access Plus 90% Plan unless negotiated otherwise.

4. Any employee whose spouse receives either single parent or family coverage as an employee of any Bangor City Department, including the School Department, is not eligible for dual health insurance coverage.

5. The City reserves the right to change insurance companies and insurance plans or self-insure as long as one of the health insurance plans is similar in coverage to the current CIGNA OAP 90% Plan.

The City reserves the right to offer additional health insurance plans provided by the health insurance provider at that time to the employees.

A Citywide Health Insurance Review Committee will be put in place to review the options and recommend an appropriate provider and plan(s). The Citywide Health Insurance Review Committee will include two members from the local 772.

6. The Union and the City agree to re-open the Health Insurance Article during the term of this Agreement upon either party receiving a 10-day notice to bargain the Article. The parties agree that any negotiated changes to the Article will be mutually agreed upon. In the event the parties cannot agree upon changes, the contract will remain unchanged and will remain in force as written.

## **ARTICLE 27**

### **Injuries**

1. Members of the Fire Department who are injured or receive a disability suffered in the performance of their duties shall receive a full weekly salary until such time as he/she is able to resume his/her full duties as a Firefighter or until he/she is placed on disability retirement, or becomes eligible to retire and receive a retirement pension, whichever shall first occur. After the expiration of one (1) year from the date of injury, the employee shall be examined by a physician mutually acceptable to the City and the employee for the purpose of determining whether the employee will regain the ability to perform the normal duties of a Firefighter. If the physician determines that the employee will not be able to return to normal duties, then the employee shall apply for a disability retirement. The employee shall continue to receive full pay and benefits until such time as the disability retirement is received, provided that an employee who at the time of the signing of the new agreement has proceedings pending before the Workers' Compensation Commission shall continue to have the benefits provided under the labor agreement which expired June 30, 1984. (Prior provision, June 30, 1984. Members of the Fire Department who are injured or receive a disability suffered in the performance of their duties shall receive a full weekly salary each week during which the said injury qualified for Workers' Compensation, or until they are placed on disability retirement; provided, however, that such a member endorses over

to the City such Workers' Compensation coverage or insurance benefits to cover the City's loss.)

2. Until such time as a worker's compensation claim is formally accepted by the City, time lost by the employee may be charged as sick time. If a claim is initially not accepted, but subsequently is accepted, then any time charged to sick time shall be reinstated within 15 days.
3. Any employee who has received an injury or illness, either job-related or not job-related, shall be eligible for a light duty assignment, if available, within the Fire Department at such time as the employee shall have sufficiently recovered to perform the duties normally incident to a light duty position within the bargaining unit. The light duty assignment may continue until such time as the employee is sufficiently recovered to perform his/her normal duties as determined by his/her physician.
  - a. No light duty assignment shall result in a transfer, displacement, or lay off of another employee; nor shall any assignment be made for the purpose of demeaning, discriminating, or punishing the employee for his/her injury, illness, or absence from work.
  - b. Employees on light duty assignment shall continue to receive full pay and benefits according to the labor contract in effect.
  - c. Employees with less than sixteen (16) days of sick leave have first priority for any light duty job assignment.
  - d. If the employee and the Fire Chief are unable to agree by mutual consent as to the employee's capacity to perform any light duty job, the Chief or the employee may submit to the employee's physician or physical therapist a written light duty job description for his/her determination that the proposed duties are within the employee's work capacity. The physician or therapist shall have final authority in determining if the employee is capable of performing in the described light duty title. All parties will abide by this determination.
  - e. Any requests for light duty jobs by the City, Union, or employee shall be made by mutual agreement of the City and the Union, except that, if the parties are unable to agree, the Chief may take action, subject to final determination by arbitration.
  - f. With employees working in a light duty job title shall not be counted as a man for crew manning purposes.

## **ARTICLE 28**

### **Salaries**

1. Salaries shall be paid in accordance with Exhibit B. Those members of the department who are in step plan A to F shall also be eligible for a merit increase on their anniversary date.
  - a. The Fire Chief has the ability to adjust starting pay rate for new employees and re-hires between steps A to C (based on experience and qualifications). The Union President or his designee must be notified in writing when an employee starts at a rate above step A. This paragraph will expire June 30, 2021, unless otherwise negotiated.
2. Effective 7/01/18, 3% increase. Effective 07/01/19, wages will increase by 3%. Effective 07/01/20 they will increase by 3%. (See Exhibit B)
  - a. Employees will receive longevity steps of 2.5% at fifteen (15) and twenty (20) years of service. The seventeen (17) year step for Fire Prevention/Education/Inspections and the Mechanic will be removed.
3. Wages for Fire Inspector, Public Education/Training/Inspection Officer and Mechanic will be adjusted in accordance with Exhibit B, will be increased by the same percentage rates in Section 2 above, and will take effect on the same dates.

## **ARTICLE 29**

### **Probation Period**

1. All new employees are considered probationary employees until a twelve (12) month period of employment is completed. Such employees shall be subject to the provisions of this Agreement, except that the City shall have the right to terminate without just cause the employment of any probationary employee at any time during the probationary period. Employees with less than six (6) months of service will be terminated at the discretion of the Fire Chief. Employees with six (6) months or more but less than one (1) year of service will be entitled to Union Representation at the time of termination.
2. All newly promoted employees are subject to a twelve (12) month probationary period in the new position. Such employees shall be subject to all provisions of the contract except that during said probationary time, an employee may be replaced in his/her former position.
3. New and newly promoted employees will be placed at the bottom of their respective station extra lists, by receiving the highest total hours plus one. Station extras cannot be swapped unless scheduled in advance.

4. New employees shall be eligible for private service extras, except that new employees shall not be assigned a private service extra requiring them to work alone until they have completed one (1) year of employment. They will be placed at the bottom of their respective list, by receiving the highest total hours plus one.
5. At the Fire Chiefs discretion new employees may take sick leave during their first six (6) months of employment.
6. New employees shall not be eligible for vacation during their first year of employment. At the Fire Chief's discretion, new employees may be allowed annual leave after six (6) months of employment.

**ARTICLE 30**  
Management Rights

1. Except as explicitly limited by specific provision of this Agreement, the City shall continue to have the exclusive right to take any action it deems appropriate in the operation of the Fire Department and the direction of the work force in accordance with its judgment. Such rights shall include, but shall not be limited to, the operation of the Fire Department, direction of the working forces, the right to hire, to suspend or to discharge for just cause, to change assignments, to promote, to reduce, or expand the working forces, to transfer, to maintain discipline, to establish work schedules, and to introduce new or improved methods or facilities.

**ARTICLE 31**  
No Strike

1. The City, the Union, its officers, representatives and members shall abide by the Municipal Public Employment Labor Relations Act of the State of Maine in effect the date the contract is signed.
2. The Union shall not engage in any work stoppage, any slowdown, any strike, any sit down or any sick out.
3. In consideration of the pledge by the Union in Section 2, the City shall not lockout employees.

**ARTICLE 32**  
Rules and Regulations

1. The Union agrees that its members shall comply with all Fire Department rules and regulations, including those relating to conduct and work performance. The Firefighters and the City agree that departmental rules and regulations which affect working conditions and performance shall be subject to the grievance procedure. All

new rules and changes in rules shall be accomplished through mutual consent during the term of this Agreement. The City shall name three (3) representatives and the Firefighters shall name three (3) representatives to sit as a committee to update departmental rules and regulations.

2. When existing work rules or Department Standard Operating Guidelines are changed or new rules are proposed, they shall be posted prominently on all bulletin boards for a period of twenty (20) consecutive work days before becoming effective. Objections to any proposed work rules shall be made in writing to the department head who shall have the responsibility for reviewing such objections and making final determination. Appeals from his/her decision can be made in accordance with normal grievance procedures. Department Standard Operating Guidelines are not subject to the grievance procedure.
3. The City further agrees to furnish each employee subject to this contract and Local 772 with a copy of all new work rules thirty (30) days after they become effective; new employees shall be provided with a copy of the rules at the time of hire.
4. Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement.
5. An unresolved complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

### **ARTICLE 33** Retirement

1. Employees hired from January 1, 1980 through September 25, 2000, shall be provided a retirement benefit pursuant to 5 M.R.S.A. §18453 (2) of one-half average final compensation after twenty-five (25) years of service. Firefighters/Lieutenants/Captains hired after January 1, 2001 will have the option of Maine Public Employees Retirement System plan 2C (50% of average final compensation after 25 years of service with no age minimum) or ICMA-RC 401(a) defined contribution plan.
2. Non-Firefighters (ie. Education, Prevention, Inspections, Mechanic) hired after January 1, 2001 shall be provided ICMA-RC Defined Contribution Plan 401(a). (In the event The City of Bangor offers Non-firefighters MPERS Retirement, then employees not currently eligible for the 2C Plan will be given the option of joining any offered MPERS plan they may be eligible for).
3. Effective July 1, 2018, eligible employees will have the option of participating in either the 401(a) Direct Contribution pension plan offered through ICMA-RC or the Maine Public Employees Retirement System special plan 2C Defined benefit plan.

Contribution levels made by the employee and the employer to either the Maine Public Employees Retirement System special plan 2C or the 401(a) Pension plan will be dictated by the required levels of the Maine Public Employees Retirement System special plan 2C (Employer shall contribute no less than 10% and no more than 15% to the 401(a) Pension Plan.

- a. For employees not eligible to be included in MPERS the employer contribution shall be eight (8) percent of his/her gross earnings. The employee contribution shall be six and one-half (6.5) percent of his/her gross earnings.
  - b. Vesting Period: Employees will be considered vested in the ICMA-RC Defined Contribution Plan 401(a) after the successful completion of one (1) year of service with the City.
  - c. Disability Coverage: The City shall provide a long-term disability plan that provides for equivalent benefits as currently available under the existing MPERS disability plan.
  - d. Individual Contracts: The contract rates of 10% and 8% will be guaranteed for employees through individual contracts with employees through June 30, 2011.
  - e. Group Life Option: The City will offer a group life insurance program for interested employees at the employee's cost.
4. Effective January 1, 1983 and pursuant to 5 M.R.S.A. §18453 (11) Firefighters may earn an additional retirement benefit of two (2) percent of average final compensation for each year of service after completion of the service conditions for retirement. (See Bangor City Council Order No. 83-31).
  5. Effective January 1, 1983, the City will adopt Military Service Credits under 5 M.R.S.A. Section 18360 (2) A B C F (1) (2) H. Military Service Credits under this section shall only apply to additional retirement benefits and not to age or service requirements. (See Bangor City Council Order No. 83-32).
  6. The Union agrees to open this Article for negotiations at the request of the City if Social Security is mandated for municipal employees.
  7. Firefighters will be offered the IAFF Financial Corporation 457 Plan currently being administrated by Nationwide Retirement Solutions. The City of Bangor shall not be required to make any contribution to this elective deferred compensation plan. Bargaining unit members will be entitled to transfer other 457 plan assets to this plan without penalty.



**ARTICLE 34**  
Grievance Procedure

1. The purpose of the grievance procedure shall be to settle Firefighter and/or Union grievances on as low an administration level as possible, so as to ensure efficiency and maintain morale within the Fire Department.
2. A grievance shall be considered to be a Firefighter and/or Union complaint concerned with:
  - a. Discharge, suspension or other disciplinary action;
  - b. Interpretation and application of Fire Department Rules and Regulations;
  - c. Alleged violation of any of the terms of this Agreement; and
  - d. Any condition of employment.
3. The aggrieved Firefighter and/or Union shall, within twenty one (21) calendar days after the occurrence of the complaint, or knowledge thereof, present the grievance in writing to the President of the Union, or his designee. The President of the Union or his designee will notify the Chief or his designee verbally or in writing within forty-eight (48) hours of submission of the grievance that a grievance has been filed. The President of the Union or his designee shall, within twenty-one (21) days after receipt thereof, submit the grievance in writing to the Chief. The Chief shall meet with the concerned party or parties and shall render his decision within twenty one (21) days of his receipt of the grievance. If the grievance is still not settled, the Union or Firefighter shall present the grievance to the City Manager, Director of Administration or designee within twenty one (21) days of the Chief's response.
4. The City Manager, Director of Administration or designee shall, within twenty one (21) days after receipt of the grievance, submit his decision in writing to the President of the Union, Vice President, Secretary, Treasurer or Grievance Committee Chairman.
5. Any grievance which has been properly processed through the grievance procedure set forth above and has not been settled at the conclusion thereof may be appealed to arbitration by the Union serving written notice of its intention to appeal upon the City Manager, Director of Administration or designee within twenty one (21) days after receipt of the decision of the City Manager, Director of Administration or designee. The only grievances which may be taken to binding arbitration are disputes between the parties as to the meaning or application of the specific terms of the collective bargaining agreement.
6. In the event a grievance is appealed to arbitration as provided in the foregoing section, the parties shall agree upon a single neutral arbitrator or either party may request the American Arbitration Association to assign an arbitrator. In the alternative, the parties may mutually agree to use the Maine Board of Arbitration and Conciliation (MBAC). The request to the AAA or MBAC must be made within thirty (30) days of the receipt of the decision of the City Manager, Director of Administration or designee.

The arbitration shall be in accordance with the Rules of the American Arbitration Association or the Maine Board of Arbitration and Conciliation. The arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony and argument. His decision shall be final and binding upon the parties thereto although subject to appeal to the Maine Superior Court and Maine Supreme Judicial Court.

7. The expenses of the arbitrator and the arbitration proceedings shall be shared equally by the City and Union. Firefighter witnesses called by the City shall be reimbursed by the City for any loss of normal working time; if called by the Union, the Union will reimburse Firefighter witnesses for all loss of normal working time. The fees and expenses of counsel retained by either party shall be borne by that party. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it makes a copy available to the arbitrator without charge.
8. Time limits may be extended by mutual written agreement. Any grievance not submitted within the time limits mentioned above will be considered waived. If any time limitation contained in this Article expires on a non-business day for City administration, the time limit shall be extended until the next business day.

#### **ARTICLE 35**

##### **Appendices and Amendments**

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

#### **ARTICLE 36**

##### **Savings Clause**

1. 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.
2. If any provision of this Agreement shall be contrary to any ordinance, rule or regulation of the City of Bangor, the language of the contract shall control.
3. If there is any change in the laws of the United States or the State of Maine which affects the terms and conditions of this contract, either party to this Agreement may request, by thirty (30) days written notice, discussions concerning modifications or amendments to this Agreement related to said change in said laws. If the change in said law does not invalidate any provision of this Agreement, the parties shall not be required to modify or amend this contract.

## **ARTICLE 37**

### **Residency**

1. Firefighters hired after (July 15, 2009) will be required to live within a one (1) hour distance of City of Bangor Central Fire Station. Compliance with the one hour distance must be obtained by the end of one (1) year following the completion of probation.

## **ARTICLE 38**

### **License Requirements**

1. It shall continue to be the City's policy to require that employees have and maintain a valid Maine Motor Vehicle License. The City, however, shall not discipline or discharge an employee from duty because of a temporary loss of a driver's license if such loss of license does not exceed six (6) months and provided that it does not unavoidably put the City into an "overtime" situation in excess of two weeks.
2. It is further understood that any employee whose license has been suspended shall notify the Chief immediately. Any employee whose license has been suspended or revoked shall immediately petition the Secretary of State for a provisional or restricted license to drive emergency vehicles. The employee shall satisfy any and all requirements specified by the Secretary of State for the issuance of a provisional or restricted license and the cost of any programs specified by the Secretary, if any, shall be borne by the employee.
3. It shall be the responsibility of all licensed EMS personnel to maintain a valid Maine EMS license. The City will continue to offer needed classes/CEU to maintain EMS licenses.
4. Any employee who holds an EMS position under Article 14 shall maintain the EMS license required for their bid position. Any employee who is required to maintain an EMS license according to Article 42 will do so according to this article.
5. Any employee whose EMS license has lapsed or has been downgraded for failure to comply with continuing education requirements shall notify the Chief or his designee immediately. Any such employee will forfeit their EMS stipend and the Chief will have discretion to prescribe a work schedule that is in the best interest and provides for efficient operation of the fire department and that expedites the necessary training required for the employee to comply with licensing requirements. If the employee's EMS license remains lapsed or downgraded after thirty (30) days the Chief will then have the option to reduce the employee one (1) longevity step. If the employee's EMS license remains lapsed or downgraded after sixty (60) days the Chief will have the option to reduce the employee an additional longevity step and/or place the employee on unpaid administrative leave until such time that the employee complies with

licensing requirements, not to exceed one hundred and eighty (180) days. If the licensure lapse exceeds one hundred and eighty (180) days the Chief will have the option to move forward with a Disciplinary Hearing in accordance with Article 42 and 43 of this CBA. Once the employee shows proof that their EMS license has been reinstated, the employee will be returned to the previous position, work schedule, longevity step(s) and EMS stipend will be reinstated.

6. Any employee whose EMS license is being investigated by MEMS shall immediately notify the Chief or his designee. The employee shall maintain full pay and status pending the results of the MEMS investigation unless the State, regional and/or department's Medical Director prohibits the employee from working in EMS or limits the capacity in which an employee can provide EMS. In the case where the State, Regional or department Medical Director either prohibits or limits an employees ability to provide EMS the employee will be paid in accordance with their ability to perform EMS and/or may be reassigned by the Chief to a position or schedule that is in the best interest and efficient operation of the department. If and when the employee's license is reinstated or when the prohibition is lifted, the employee will return to their job bid position as per Article 14. If the investigation and/or prohibition to perform EMS duties exceeds one hundred and eighty (180) days and interferes with the efficient operation of the fire department the Chief will have the option to place the employee on unpaid administrative leave pending a resolution of the investigation/prohibition and/or move forward with a Disciplinary Hearing in accordance with Article 42 and 43 of this CBA.
7. Any employee whose EMS license is suspended or downgraded as a result of a MEMS Board action will immediately notify the Chief. The employee will forfeit their EMS stipend and be reduced two (2) longevity steps. The Chief will have the discretion to prescribe the employee a work schedule that is in the best interest and provides for the efficient operation of the fire department. If the suspension or prohibition exceeds one hundred and eighty (180) days and interferes with the efficient operation of the fire department the Chief will have the option to place the employee on unpaid administrative leave and move forward with a Disciplinary Hearing in accordance with and based on Article 42 and 43. If and when proof that MEMS has reinstated the employee's license within the one hundred and eighty (180) day time frame both longevity steps and EMS stipend will be reinstated. If and when the employee's license is reinstated or when the prohibition is lifted, the employee will return to their job bid position as per Article 14.
8. Any employee whose EMS license has been downgraded, suspended or revoked by MEMS or its designee for a period of time that is known to or prescribed to exceed one hundred and eighty (180) days for any reason the Chief of the department will have the option to address the downgrade, suspension or revocation immediately in accordance with Article 42 and 43 of this CBA.

**ARTICLE 39**  
Indemnification

1. The city agrees to defend, indemnify and save harmless the Firefighters from civil liability for accidental injury to third parties or their property while in the performance of the Firefighters official duties, subject to the limitations of the Maine Tort Claims Act.

**ARTICLE 40**  
Leave of Absence

1. Any employee of the Fire Department, with the permission of the Chief, may be granted a leave of absence for up to four (4) calendar months for the purpose of professional improvements or union related studies providing application is made for such leave of absence at least thirty (30) days prior to its commencement. Any such leave of absence shall be without pay but with no loss of seniority. Such time on leave may, however, affect the time accrued towards retirement, subject to the Maine State Retirement System.

**ARTICLE 41**  
Joint Occupational Safety and Health Program

1. It is the desire of the City and the Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate, as much as possible, accidents, death, injuries and illness in the fire service.
2. Protective devices, wearing apparel and other equipment necessary to properly protect Firefighters shall be provided by the City. These devices, apparel and equipment shall be inspected by the Joint Occupational Safety and Health Committee on a periodical basis to make recommendations to ensure proper maintenance and replacement.
3. The Joint Occupational Safety and Health Committee (hereinafter referred to as "committee") shall consist of the Chief and his/her designees and three (3) members appointed by the Union. This committee will meet three (3) times annually and discuss safety and health conditions.
4. The Committee members on duty will be granted time off with pay when meeting jointly with management, and for any inspection or investigation of safety or health problems in the Fire Department.
5. The City shall not restrict the Committee members from any Fire Department facility when investigating safety or health conditions.
6. The Committee will be guided by, but not limited to, the following principles:

- a. Make immediate and detailed investigation into each accident, death and injury to determine the fundamental causes;
  - b. Develop data to indicate accidental sources and injury rates, develop uniform reporting procedures;
  - c. Inspect the Fire Department facilities to detect hazardous physical conditions or unsafe work methods, including training procedures, and to make recommendations regarding the same;
  - d. Recommend changes or additions to protective equipment, protective apparel or devices for elimination of hazards of firefighting;
  - e. Promote safety and first aid training for Committee members and Firefighters;
  - f. Promote the safety program to Firefighters through department meetings.
7. In line with the goals listed above, the Committee shall:
- a. Make periodic inspections of the Fire Department facilities, but not less frequently than three (3) times annually;
  - b. Make recommendations for the correction of unsafe or harmful work conditions; all recommendations shall include a target date for the abatement of hazardous conditions;
  - c. Review and analyze all reports of accidents, deaths, injuries and illness; investigate causes and recommend rules and procedures for the promotion of the health and safety of the Firefighters;
  - d. Keep minutes of all Committee meetings and a written report shall be prepared for review at the next Committee meeting.
8. Any records in the possession of the Fire Department and/or the City O.S.H.A. inspector regarding work-related accidents, injuries and illnesses and any reports concerning the condition of protective devices, apparel and equipment shall be made available upon request to the members of the Committee.
9. A delegated Union representative and a management member shall accompany the State Inspection tour of the Fire Department facilities, subject to the inspector's consent.
10. Recommendations of the Committee shall not be grievable under Article 34 of this Agreement.

**ARTICLE 42**  
EMS Duty

1. All firefighters who are licensed shall be paid the following premiums for their license level regardless of duty or rank.

EMT Advanced	\$15.00
EMT- Paramedic	\$30.00

2. Firefighters that fail to maintain the required license may be subject to discipline unless failure is due to an unusual circumstance or circumstances beyond the employee's control.
3. Basic EMT license shall be the minimum requirement for every Firefighter hired after June 30, 1988.
4. Employees hired after January 1, 2007 shall obtain and continue to retain a paramedic license.
5. Current members of this Department shall not be required to advance to the licensure level of Paramedic. However, current members will be allowed to volunteer to advance.
6. Paramedics will be encouraged to have another Paramedic work for them in the case of a swap. However, if that is not possible, you may ask the spare Paramedic(s) at Central if they would work your assigned rescue and the person that works for you would fill in at the position the Paramedic held. If the spare Paramedic(s) do not want to work for you on your assigned rescue, you will notify the Chief and he will make a determination as to the course of action he takes.
7. In the case of vacation of a Paramedic(s), the spare Paramedic(s) will be asked to fill in for the Paramedic(s) on the rescue(s).

### **ARTICLE 43**

#### **Disciplinary Proceedings**

1. Disciplinary Action. Employees will only be disciplined or discharged for just cause.
2. Types of Disciplinary Action. Disciplinary action shall include the following, but not necessarily in order, depending on the severity of the circumstances.
  - a. Counseling Session
  - b. Oral Reprimand (Documented in writing)
  - c. Written Reprimand
  - d. Suspension (Notice to be given in writing)
  - e. Termination (Notice to be given in writing including reason(s))
3. Written Reprimands and Suspensions shall state the Reason(s) for disciplinary action and goals for improvement.
4. Disciplinary Action in Private. If the City has reason to take disciplinary action against an employee, it shall be done in a manner that will not embarrass the employee or the City before other employees.

5. Notice. Should the City either suspend or Discharge an employee, the City will notify the Union in writing as soon as practical.
6. Administrative Leave. If the City believes that the possibility exists that serious disciplinary action (Suspension or Discharge) will occur, then the City, at its discretion, may place the employee on paid or unpaid administrative leave, pending the outcome of any necessary investigative proceeding.
7. Appeals. An employee may appeal disciplinary action through the Grievance Procedure contained within this Agreement.

#### **ARTICLE 44** Special Operations

Special Operations teams consist of Bangor Fire Department personnel with specialized training. Response and training is under the direction of the Fire Chief or his designee and subject to all of the operating guidelines/procedures of the department.

#### **Special Response Team**

1. The Bangor Special Response Team (SRT), a division of the Bangor Police Department, shall maintain positions for Paramedics from the Bangor Fire Department.
2. The initial six members will be appointed by the Fire Chief, subsequent members, as needed, will be selected according to the SRT guidelines.
3. These Paramedics shall undergo specialized training to achieve the level of Tactical Emergency Medical Specialist (TEMS).
4. Fire Department members of the SRT will function according to the goals and objectives outlined in the "Medic Unit" section of the department's SRT SOG's.
5. The members responding to call outs of the SRT will be compensated at double (2) time their regular rate of pay from the time they are called until the emergency is deemed over and they are released from duty.
6. Upon being called out while on duty, members will be immediately replaced with a minimum 4 hour extra.
7. Training will be paid at time and a half (1 ½) when not on duty.
8. Minimum manning will be maintained during training. Training will not affect Guaranteed Annual leave and Non-guaranteed Annual Leave. Partial Annual Leave will be in accordance to Article 16.



9. All overtime for SRT members will be recorded on the overtime/extra spreadsheet.

### **Dive Team**

1. The Bangor Fire Department will maintain positions for personnel from the department for the Dive Team. Members will have attended the most current training relevant to the team.
2. The initial members will be appointed by the Fire Chief. Subsequent members will be appointed as needed.
3. The Dive Team shall receive specialized training in accordance to SCUBA Diving International (SDI) and Emergency Rescue Diving International (ERDI) standards.
4. Members of the Dive Team shall operate within the standard operating guidelines as set forth by the department. Upon being called out while on duty, members will be immediately replaced with a minimum 4 hour extra.
5. Upon being called out while on duty, members will be immediately replaced with a minimum 4 hour extra.
6. Members responding to call outs of the Dive team will be compensated at double (2) time their regular rate of pay from the time they are called until the emergency is deemed over and they are released from duty.
7. Training will be paid at time and a half (1½) when not on duty.
8. All overtime for Dive Team members will be recorded on the overtime/extra spreadsheet.

### **Bike Team**

1. The Bangor Fire Department will maintain positions for personnel from the department for the Bike team. Members will be current licensed EMS providers and have attended the most current training relevant to the team.
2. The initial members will be appointed by the Fire Chief. Subsequent members will be appointed as needed.
3. The Bike Team is recognized as a non-emergency response team and paid in accordance to Article 10.

**Exception:** When off-duty personnel are unavailable to fill shifts for the Bike team, on-duty personnel will be allowed to fill the shift at their regular rate of pay. Replacements, if needed, will be hired as directed by the Fire Chief or his designee.

4. Members of the team shall operate within the standard operating guidelines as set forth by the department.
5. Training will be paid at time and a half (1½) when not on duty.
6. All overtime for the Bike Team members will be recorded on the overtime/extra spreadsheet.

#### **Mobile Command Vehicle**

1. The Bangor Fire Department will maintain positions for personnel from the department for the MCV team. Members will have attended the most current training relevant to the team.
2. The initial members will be appointed by the Fire Chief. Subsequent members will be appointed as needed.
3. Upon being called out while on duty, members will be immediately replaced with a minimum 4 hour extra.
4. Training will be paid at time and a half (1½) when not on duty.
5. Members of the team shall operate within the standard operating guidelines as set forth by the department.
6. All overtime for the MCV Team members will be recorded on the overtime/extra spreadsheet.

**Note: Program Overview:** The Mobile Command Vehicle (MCV) is owned by the City of Bangor through a Memorandum of Understanding (MOU) with Maine Emergency Management Agency (MEMA). The Bangor Fire & Police Departments agree to provide a cooperative program supporting the operation, maintenance, and staffing for the MCV.

#### **ARTICLE 45 Physical Fitness**

1. The parties hereby recognize fitness of employees vitally affects the efficient, safe and productive operation of the Department and the quality of fire services provided to the public.
2. The Physical Fitness Rule is incorporated as Exhibit C. Reasonable provisions shall be made for any known physical disability of an employee by offering alternative tests, or by permitting extensions of time for taking such tests as defined in Exhibit C.
3. This article shall remain a work in progress amended by both parties at any time.

## **ARTICLE 46**

### **Labor - Management Partnership Committee**

1 The parties agree to establish and maintain a "Labor/Management Partnership Committee" that will open a new era where the Union, the City, the Fire Department and all Fire Department employees shall work together to create a workforce that is highly motivated, multi-skilled, and technologically advanced to meet the ever changing needs of the Fire Department and the City of Bangor.

2. The purpose of this Committee is to assist in developing a quality Labor management relationship between the Parties. The Committee is designed to provide a means for allowing the City, the Fire Department and the Union to become full Partners in identifying problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to these problems so that the mission of the Fire Department can be accomplished in a more cost effective and efficient manner, while striving to enhance the working conditions of all Fire Department employees.

To this end, the Parties will create a Memorandum of Understanding that will govern how the parties will establish, maintain and implement the intent and spirit of this article.


**ARTICLE 47**

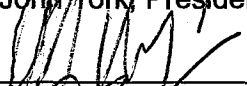
**Duration**


1. The contract shall be effective from July 1, 2018 through June 30, 2021. In the event that collective bargaining pursuant to M.R.S.A. Title 26 shall not have been successfully completed prior to the expiration date above herein provided, the parties hereto specifically agree that the present contract shall remain in force and effect until a new contract shall have been negotiated.
2. The parties have hereby caused their names to be subscribed by their duly authorized representatives as of the day and year written below.
3. The execution of this agreement shall serve as the required 120-day notice to negotiate a successor agreement.

Dated at Bangor, Maine this  2  day of  June , 2018.

**BANGOR FIREFIGHTERS ASSOCIATION**  
Local 772, International Association  
Of Firefighters, AFL-CIO

  
\_\_\_\_\_  
John York, President

  
\_\_\_\_\_  
Andrew Williger, Vice President/Treasurer


  
\_\_\_\_\_  
Darren McGovern, Secretary

  
\_\_\_\_\_  
Jared Willey, Grievance Chair

**CITY OF BANGOR, MAINE**

  
\_\_\_\_\_  
Catherine Conlow, City Manager

  
\_\_\_\_\_  
Thomas Higgins, Fire Chief

  
\_\_\_\_\_  
Michael Crooker, Assistant City Manager

 6/1/18  
\_\_\_\_\_  
Richard Cromwell, Human resources Officer

**EXHIBIT A**

**WORKING SCHEDULE FOR AN AVERAGE 42 HOUR WEEK**  
**Effective 6-17-90 - 10's & 14's**

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FRI	SHIFT	SUN	MON	TUES	WED	THUR
	SAT					
O	(1) O	D	D	N	N	O
O	(2) O	O	D	D	N	N
N	(3) O	O	O	D	D	N
N	(4) N	O	O	O	D	D
D	(5) N	O	O	O	O	D
D	(6) D	N	O	O	O	O
O	(7) D	N	N	O	O	O
O	(8) O	D	N	N	O	O

**EXHIBIT A**

**WORKING SCHEDULE FOR AN AVERAGE 42 HOUR WEEK  
24 Hour Shifts - Effective 1/1/99**

FRI	SHIFT	SUN	MON	TUES	WED	THUR
D	(1) C	A	B	A	B	C
C	(2) D	D	A	B	A	B
B	(3) C	C	D	A	B	A
A	(4) B	D	C	D	A	B
B	(5) A	C	D	C	D	A
A	(6) B	B	C	D	C	D
D	(7) A	A	B	C	D	C
C	(8) D	B	A	B	C	D

**EXHIBIT B****WAGE SCALES****Firefighter**

	Hired	Comp 1	Comp of 2	Comp of 3	Comp of 4	Comp of 5	Comp of 6	15 Years	20 Years
	1 (A)	2 (B)	3 (C)	2 (D)	4 (E)	5 (F)	6 (G)		
<b>7/1/2018</b>	\$17.45	\$20.54	\$21.04	\$21.57	\$22.21	\$22.66	\$23.23	\$23.81	\$24.40
<b>7/1/2019</b>	\$17.97	\$21.15	\$21.67	\$22.22	\$22.87	\$23.34	\$23.92	\$24.52	\$25.13
<b>7/1/2020</b>	\$18.51	\$21.79	\$22.32	\$22.88	\$23.56	\$24.04	\$24.64	\$25.26	\$25.89

**Prevention  
Education  
Inspection**

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 10	Year 15	Year 20
	1A	2B	3C	4D	5E	6F	7G	8H
<b>7/1/2018</b>	\$22.63	\$23.22	\$24.15	\$24.78	\$25.40	\$26.04	\$26.69	\$27.36
<b>7/1/2019</b>	\$23.31	\$23.91	\$24.88	\$25.53	\$26.16	\$26.82	\$27.49	\$28.18
<b>7/1/2020</b>	\$24.01	\$24.63	\$25.62	\$26.29	\$26.95	\$27.62	\$28.31	\$29.02

<b>Mechanic</b>	Year 1	Year 2	Year 3	Year 4	Year 5	Year 9	Year 15	Year 20
	1A	2B	3C	4D	5E	6F	7G	8H
<b>7/1/2018</b>	\$23.92	\$24.51	\$25.13	\$25.75	\$26.40	\$27.06	\$27.73	\$28.43
<b>7/1/2019</b>	\$24.63	\$25.25	\$25.89	\$26.52	\$27.19	\$27.87	\$28.57	\$29.28
<b>7/1/2020</b>	\$25.37	\$26.01	\$26.66	\$27.32	\$28.01	\$28.71	\$29.42	\$30.16

<b>Lieutenant</b>	<b>LT</b>	<b>LT</b>	<b>LT</b>
<b>4 through 14 yrs</b>	<b>Entry</b>	<b>Comp 1</b>	<b>Comp 2</b>
	<b>1(A)</b>	<b>2(B)</b>	<b>3C</b>
<b>7/1/2018</b>	<b>\$24.39</b>	<b>\$25.00</b>	<b>\$25.63</b>
<b>7/1/2019</b>	<b>\$25.12</b>	<b>\$25.75</b>	<b>\$26.40</b>
<b>7/1/2020</b>	<b>\$25.88</b>	<b>\$26.52</b>	<b>\$27.19</b>

<b>Lieutenant</b>	<b>LT</b>	<b>LT</b>	<b>LT</b>
<b>15 through 19 yrs.</b>	<b>Entry</b>	<b>Comp 1</b>	<b>Comp 2</b>
	<b>1(A)</b>	<b>2(B)</b>	<b>3C</b>
<b>7/1/2018</b>	<b>\$25.00</b>	<b>\$25.63</b>	<b>\$26.27</b>
<b>7/1/2019</b>	<b>\$25.74</b>	<b>\$26.39</b>	<b>\$27.06</b>
<b>7/1/2020</b>	<b>\$26.52</b>	<b>\$27.19</b>	<b>\$27.87</b>

<b>Lieutenant</b>	<b>LT</b>	<b>LT</b>	<b>LT</b>
<b>20 Plus yrs.</b>	<b>Entry</b>	<b>Comp 1</b>	<b>Comp 2</b>
	<b>1(A)</b>	<b>2(B)</b>	<b>3C</b>
<b>7/1/2018</b>	<b>\$25.60</b>	<b>\$26.24</b>	<b>\$26.92</b>
<b>7/1/2019</b>	<b>\$26.48</b>	<b>\$27.14</b>	<b>\$27.73</b>
<b>7/1/2020</b>	<b>\$27.17</b>	<b>\$27.85</b>	<b>\$28.56</b>



<b>Captain</b>	<b>Capt</b>	<b>Capt</b>	<b>Capt</b>
<b>4 through 14 years</b>	<b>Entry</b>	<b>Comp 1</b>	<b>Comp 2</b>
	<b>1(A)</b>	<b>2(B)</b>	<b>3C</b>
<b>7/1/2018</b>	\$26.90	\$27.58	\$28.27
<b>7/1/2019</b>	\$27.71	\$28.41	\$29.12
<b>7/1/2020</b>	\$28.54	\$29.26	\$30.00

<b>Captain</b>	<b>Capt</b>	<b>Capt</b>	<b>Capt</b>
<b>15 through 19 yrs</b>	<b>Entry</b>	<b>Comp 1</b>	<b>Comp 2</b>
	<b>1(A)</b>	<b>2(B)</b>	<b>3C</b>
<b>7/1/2018</b>	\$27.57	\$28.26	\$28.98
<b>7/1/2019</b>	\$28.40	\$29.11	\$29.85
<b>7/1/2020</b>	\$29.25	\$29.98	\$30.75

<b>Captain</b>	<b>Capt</b>	<b>Capt</b>	<b>Capt</b>
<b>20 Plus yrs</b>	<b>Entry</b>	<b>Comp 1</b>	<b>Comp 2</b>
	<b>1(A)</b>	<b>2(B)</b>	<b>3C</b>
<b>7/1/2018</b>	\$28.25	\$28.95	\$29.70
<b>7/1/2019</b>	\$29.09	\$29.82	\$30.60
<b>7/1/2020</b>	\$29.97	\$30.72	\$31.51

## **EXHIBIT C**

### **BANGOR FIRE DEPARTMENT Rules for Physical Fitness training**

Pursuant to Article 45 "Physical Fitness" of the Agreement between the City Bangor and Local 772 of the International Association of Firefighters, the following shall govern physical fitness evaluation of all employees.

#### **1. INTENT**

- A. In accordance with Article 45 of the collective bargaining agreement, it is the stated intent of the parties that physical fitness of the employees vitally affects the efficient, safe and productive operation of the fire department and the quality of fire and emergency medical services provided to the public. Furthermore, it is the stated intent of the parties that the implementation of this fire physical fitness program is to encourage and improve the physical fitness of the bargaining unit by improving the fitness result of the affected firefighters, thus causing a reduction in health care risk to the employee.

#### **2. EVALUATION; PHYSICIAN'S CONSENT**

- A. Each employee will be required to annually undergo a complete physical screening. Each employee may annually undergo a fitness evaluation. The evaluation shall be conducted by a qualified person.
- B. If an employee schedules his/her own physical, he/she is responsible for obtaining it during off-duty hours and in a timely manner to permit evaluations within the evaluation schedule. Off-duty time spent in obtaining a physical will not be considered hours worked for overtime purposes and will not be compensated.

#### **3. EXPENSES AND SCHEDULING**

- A. All costs for this article not covered by the employee's health insurance under this rule will be paid for by the City of Bangor. All evaluations will be scheduled during employee working hours. In the event that an employee is unable to be evaluated at his/her regularly scheduled time due to vacation, sick or other leave, an alternative evaluation time will be arranged.

#### **4. AREAS OF EVALUATION**

- A. The City will evaluate employees that choose to participate in the fitness evaluation in the following areas:
  - 1. Cardiovascular Endurance;

2. Muscular Strength and Endurance;
3. Flexibility.

B. Each employee will be given an analysis of his/her evaluation, an exercise prescription, and will be individually counseled as to particular areas of weakness or strength. A copy of a passed evaluation shall be provided to the Department.

C. Each employee must meet or exceed each of the following levels of fitness:

1. Cardiovascular Endurance

The cardiovascular evaluation consists of a 3-minute step test. It is performed by stepping up and down on a 12-inch bench at 96 beats per minute for 3 minutes. Pulse is counted for one minute immediately following to determine the score. A passing grade is as follows:

<u>Step Test</u>	<u>Range</u>	<u>Men</u>	<u>Women</u>
Acceptable Range	all ages	103-119	106-117

2. Muscular Strength and Endurance

Employees are required to perform either the bench press test or the pushups. They will be evaluated (pass/fail) on the test they choose.

- a) Bench Press Test

This test is determined by pressing a 35 lb. barbell for women and an 80 lb. barbell for men. The number of repetitions for a passing grade is as follows:

<u>Bench Press Test</u>	<u>Men</u>	<u>Women</u>	
Ages:	18-25	22	21
	26-35	21	18
	36-45	18	14
	46-55	13	12
	56-65	10	10

- b) Push-Ups

All employees must perform a minimum of twenty (20) push-ups

- c) One Minute Sit-Ups

All employees must perform this test. This test is performed with bent knees and feet held. Crunches are done to prevent back strain. The score is

obtained by the number of successful sit-ups done in one minute.  
 Passing grades are as follows:

<u>One Minute Sit-Up Test</u>	<u>Men</u>	<u>Women</u>
Ages:	18-25	38
26-35	35	25
36-45	29	20
46-55	24	12
56-65	18	14

**3. Flexibility**

Sitting with knees slightly bent, reach forward using a flexometer. Three tries are allowed to successfully meet the following passing grades:

<u>Flexibility Test</u>	<u>Men</u>	<u>Women</u>
Ages:	18-25	16
26-35	16	18
36-45	15	17
46-55	13	16
56-65	11	15

**5. REQUIREMENTS**

- A. The City of Bangor shall not pay for a firefighter's time spent in conditioning or training when the firefighter is off duty. The firefighter shall be allowed to spend time conditioning or training while on duty at a time that is mutually agreed upon by the City and the Union.
- B. Upon completion of both a physical and passed fitness evaluation, each employee shall receive a stipend of two hundred (\$200.00) dollars.

**6. TEMPORARY OR PERMANENT DISABILITIES**

- A. Employees who have a short-term disability will be excused from the evaluation until such time as a physician certifies that the employee is capable of being evaluated. For the purposes of this Article, short-term is defined as up to six (6) months. In the event the employee returns to full duty without restrictions, within six (6) months, they will be allowed to be evaluated in accordance with Section 4 of this agreement within sixty (60) days of their return to work.

- B. In the event of a long-term disability or a return to work from a short-term disability with restrictions, the date of evaluation will be determined after the employee produces a doctor's slip stating the employee has the ability to participate.

## **7. ACCESS TO INFORMATION**

- A. Each employee's fitness evaluation and physical results shall be treated as a personnel record and shall not be released to the city or public.

**EXHIBIT D  
Job Bidding Staffing**

<b>Staffing</b>	<b>22</b>	<b>21</b>	<b>20</b>	<b>19</b>	<b>18</b>
-----------------	-----------	-----------	-----------	-----------	-----------

**FC 1**            A/C                      A/C                      A/C                      A/C                      A/C

**Central**

E-1	Lieutenant	Lieutenant	Lieutenant	Lieutenant	Lieutenant
	Driver/Operator	Driver/Operator	Driver/Operator	Driver/Operator	Driver/Operator
	FF/EMT	FF/EMT	FF/EMT	FF/EMT	FF/EMT
	FF/EMT-A	FF/EMT-A	FF/EMT-A		

L-1	Captain	Captain	Captain	Captain	Captain
	Driver/Operator	Driver/Operator	Driver/Operator	Driver/Operator	Driver/Operator
	FF/EMT-P				

*(shaded positions used for daily adjustment by seniority)*

R-1/L-1	FF/EMT				
	FF/EMT-P				
	FF/EMT-P	FF/EMT-P	FF/EMT-P	FF/EMT-P	FF/EMT-P
	FF/EMT-P	FF/EMT-P	FF/EMT-P	FF/EMT-P	FF/EMT-P

**Station 5**

E-5	Capt/Lt	Capt/Lt	Capt/Lt	Capt/Lt	Capt/Lt
	Driver/Operator	Driver/Operator	Driver/Operator	Driver/Operator	Driver/Operator
	FF/EMT	FF/EMT	FF/EMT	FF/EMT	FF/EMT

R-5	FF/EMT	FF/EMT	FF/EMT	FF/EMT	FF/EMT
	FF/EMT-P	FF/EMT-P	FF/EMT-P	FF/EMT-P	FF/EMT-P

**Station 6**

E-6	Capt/Lt	Capt/Lt	Capt/Lt	Capt/Lt	Capt/Lt
	Driver/Operator	Driver/Operator	Driver/Operator	Driver/Operator	Driver/Operator
	FF/EMT	FF/EMT	FF/EMT	FF/EMT	FF/EMT

R-6	FF/EMT	FF/EMT	FF/EMT	FF/EMT	FF/EMT
	FF/EMT-P	FF/EMT-P	FF/EMT-P	FF/EMT-P	FF/EMT-P

**EXHIBIT E**

**Side Letter No. 1**

**Volunteer Duties**

Any firefighter who volunteers to do special projects shall not be held responsible for poor work that is not a part of his/her regular duties.

Volunteering will not interfere with training.

Volunteer projects will be kept to a minimum during times other than ready alert times.

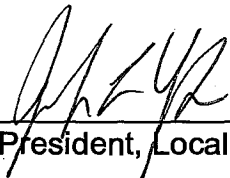
Volunteer projects will not constitute a past-practice.


This agreement will not restrict volunteering providing it does not adversely affect non-volunteers. Volunteering shall not constitute a past practice.

Any volunteer project will not create additional work for non-volunteer personnel.

FOR THE UNION

FOR THE CITY

  
\_\_\_\_\_  
President, Local 772      6-1-18      Date

  
\_\_\_\_\_  
Fire Chief      6/1/18      Date

Effective for Contract Period July 1, 2018 to June 30, 2021

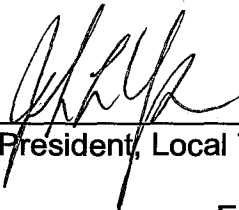
**Side Letter No. 2**


**Transfer Program**

1. The workload of non-emergency transfers shall be rotated as follows. A rotation of Rescue #1, Rescue #5, and Rescue #6 shall be followed. If a Rescue is assigned to an emergency call when next in the transfer rotation they will be passed over and the next available Rescue in the rotation will be given the transfer. A rescue that is passed over will not have to make up the transfer. This rotation shall be continuous from day to day, shift to shift. The Union and Management will continue to monitor this situation.

FOR THE UNION

FOR THE CITY

 6-1-18  
\_\_\_\_\_  
President, Local 772      Date

 6/1/18  
\_\_\_\_\_  
Fire Chief      Date

Effective for Contract Period July 1, 2018 to June 30, 2021



**Side Letter No. 3a**

CITY OF BANGOR

**EMPLOYEE SICK LEAVE CERTIFICATION**

For

\_\_\_\_\_  
(Print Employee's Name)

Date: \_\_\_\_\_

Injury/Illness: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Restrictions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Probable Date of Return: \_\_\_\_\_

Doctor's Name: \_\_\_\_\_  
(Please print)

Doctor's Signature: \_\_\_\_\_

**Side Letter 3b**  
**Employee Certification**

I \_\_\_\_\_ hereby certify that on the \_\_\_\_\_ day(s) of \_\_\_\_\_, 20\_\_\_\_\_, I was absent from work because of medical

Reason(s) as permitted by the union contract / personnel rules and regulations.

Dated: \_\_\_\_\_ Name: \_\_\_\_\_

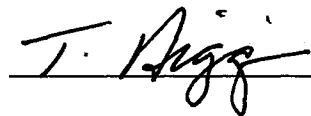
**Side Letter 4**  
**Continuing Education Agreement**

1. The Department will support members pursuing job related education. The Department shall pay tuition, text, and related material costs for any pre-approved Fire Science, EMS, or other job related class/program. Transportation will be provided when available. On duty personnel will be allowed to attend local programs while still being available on a "last-call" basis. Coverage for on duty personnel will be provided when necessary.
  - a. Fire Officer class/program candidates only must meet the following criteria:
    - i. Minimum of four (4) years seniority.
    - ii. Demonstrate a willingness to advance to the (next) position of Fire Officer.
    - iii. Show leadership ability, good judgment, accept responsibility and project a positive image of the Bangor Fire Department.
2. Personnel requesting approval shall submit a letter to the Fire Chief outlining the class/program requirements, all associated costs, and the reason for attending no less than 30 days prior to the class/program.
3. The Department shall maintain personnel training files which include EMS licensing information and all course completion certificates submitted to the Fire Chief. Personnel are encouraged to review their files periodically to ensure accuracy.
4. Personnel who teach classes within the Department while off duty shall be paid overtime for all classroom hours plus one hour preparation for each session.
5. Personnel attending courses to acquire or upgrade an EMS license shall maintain a record of any time spent attending the course. This should include classroom, clinical, and ride along time. This record shall be submitted to the Fire Chief or his designee no less than monthly. Paramedic program hours (up to 42 hrs/week) shall be excused from scheduled shifts. Course hours in excess of 42 hrs/week shall be counted as overtime. Personnel achieving a new license or upgrade agree to not only utilize their skills whenever needed (including staffing a rescue unit) but also to maintain their license per the contract, Article 42, Sections 3 & 4.

For the Union, President      Date

 6-1-18

For the City, Fire Chief      Date

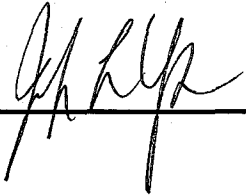
 6/1/18

**Side Letter No. 5**  
**Maintenance of Benefits**  
**Working Conditions/MOUs/Grievance Settlement/Personnel Policies/SOGs**

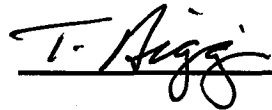
1. It is mutually agreed that all existing working conditions, MOUs, grievance settlement, personnel policies and other matters affecting the general working conditions or conditions of employment affecting parties and which are not covered by this Agreement shall remain in full force and effect throughout the duration of this MOU.
2. Representatives of the Union and Management will document all MOUs grievance settlements, side-bar agreements, personnel policies and SOGs in existence up to and including December 31, 2016. After the expiration date of this side letter, no other MOUs, grievance settlements, side-bar agreements, personnel policies and SOGs not documented on that date shall be considered invalid.
3. The provisions of this MOU shall terminate at mid-night, December 31, 2016, except all documented MOUs, grievance settlements, side-bar agreements, personnel policies and SOGs shall remain in effect thereafter.

President Local 772

Date

 6-1-18

For the City, Fire Chief Date

 6/1/18

**EXHIBIT F**  
Policy List

**Policy No. 1**  
**Promotional Policy for Advancement**  
**Firefighter to Fire Lieutenant**

The administration of the Fire Department will use the following policy in the promotion of Firefighters to the rank of Fire Lieutenant.

**Points:**

Category	Formula	Maximum Points	Weighted Percentage
Written Exam	Score X <i>variable formula</i>	55	15
Seniority	Total Points	30	15
Performance Evaluation	Score X .39	90	30
Education	Total Points	100	15
Oral Interview	Total Score	80	25
<b>TOTAL</b>		355	100

Each candidate will receive written notification of their scores in each of the above categories.

**Written Exam:**

A written exam will be given to eligible candidates, minimum passing score will be 70%.

Criteria for eligibility to take the exam shall be a minimum of one year seniority with the Bangor Fire Department at the closing date on the signup sheet.

Test scores shall be valid for a maximum of two years from the date of the test.

Each candidate will receive notification of their test score.

**Seniority Credit:**

One point will be credited for each six months of seniority in the rank of Firefighter with the Bangor Fire Department for a maximum of fifteen years.

A candidate must have a minimum of four years seniority in the rank of Firefighter to qualify for an interview.

**Performance Evaluation:**

The candidate's current annual performance evaluation rating will be included.

**Education Credit:**

Education points will be credited as follows:

Fire Science & Emergency Medical Programs

Bachelors Degree w/Transcript	40
Associate Degree w/Transcript	25
Certificate w/Transcript (18 or more technical credits)	15
Certificate w/Transcript (15 or more technical credits)	12
Individual Core Program (Technical Courses) (3 College Credit Hour courses)	1
Masters Degree in field <u>unrelated</u> to Fire Science or EMS	25
Bachelors Degree in field <u>unrelated</u> to Fire Science or EMS	20
Associate Degree in field <u>unrelated</u> to Fire Science or EMS	15

The above is non-cumulative with points for certificate/degree.

Other Credits

Related degree courses (Technical/Core Courses) (3 College Credit Hour courses)	1
Related classes, etc (.025/hour for a maximum of .40)	
Fire Instructor 1 / Instructor 2 (3 points each)	
Fire Officer 1 / Fire Officer 2 (3 points each)	
EMT-I (Advanced EMT) License	5
EMT-P License	8
NFA Programs/Courses (.33 point per College Credit Hour)	
Haz Mat Technician (Current Certification)	1

No credit will be given for Continuing Education Hours (CEH) used for licensure/certification or for limited access classes offered at BFD. Educational records will be made available to the employee and/or Union upon request.

The above four categories will be totaled, and the top fifteen (15) qualified candidates will continue on to the interview process.

**Oral Interview:**

Assistant Chiefs shall conduct oral interviews. A written exercise or scenario may be included in the interview process. A representative from the Union (not involved in the interview process) will be **present to observe only**.

The points awarded in each category for the candidate will be used in the following formulas to determine a total point credit. The number of questions on the Lieutenant's exam will require the formula used for the "Written Exam" portion of this policy to be adjusted to reflect the maximum score (**55** points).

This process will result in each candidate accumulating a final score, listed from the highest to the lowest. The **five (5) highest scorers** on the list will be sent to the Chief who, in the Chief's sole discretion, will select the employee to be promoted. This procedure will be repeated for each remaining vacancy to be filled. After all promotions are made, the name(s) of the candidate(s)

with the next highest score will be added to those remaining to maintain a list of five. There must be a **minimum of five** eligible candidates or a new test will be called for.

Prior to any subsequent promotions, the scores will be adjusted for changes that have occurred (I.E.: Education, Evaluation, and Seniority). It is the responsibility of the candidates to update their educational information with the staff representative should there be a change in status.

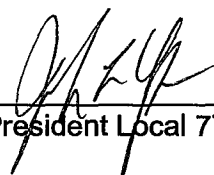
Changes to this policy will be posted 10 days in advance.

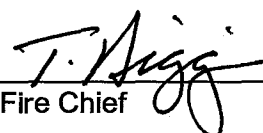
All promotions are subject to a one year probationary period.

This policy shall remain a work in progress amended by the consent of both parties.

FOR THE UNION

FOR THE CITY

  
\_\_\_\_\_  
President Local 772                      6-1-18  
Date

  
\_\_\_\_\_  
Fire Chief                                      6/1/18  
Date

# Policy No. 2

## Promotional Policy for Advancement Fire Lieutenant to Fire Captain

Revised November 13, 2012

The administration of the Fire Department will use the following policy in the promotion of Fire Lieutenant to the rank of Fire Captain.

### **Seniority Credit:**

Two and one half (2 ½) points will be credited for each six months of seniority in the rank of Fire Lieutenant with the Bangor Fire Department for a maximum of ten (10) years.

### **Performance Evaluation:**

The candidate's current annual performance evaluation rating will be included.

### **Education Credit:**

Education points will be credited as follows:

<u>Fire Science &amp; Emergency Medical Programs</u>	
Bachelor's Degree w/Transcript	40
Associate Degree w/transcript	25
Certificate w/ transcript (18 or more technical credits)	15
Certificate w/ transcript (15 or less technical credits)	12
Individual Core Program (Technical Courses) (3 College Credit Hour courses)	1
Masters Degree in field <u>unrelated</u> to Fire Science or EMS	25
Bachelor's Degree in field <u>unrelated</u> to Fire Science or EMS	20
Associate Degree in field <u>unrelated</u> to Fire Science or EMS	15

The above is non-cumulative with points for certificate/degree

### Other Credits

Related degree courses (Technical/Core Courses) (3 College Credit Hour Courses)	1
Related classes, etc. (.025/hour for a maximum of .40)	
Fire Instructor 1/ Fire Instructor 2	(3 points each)
Fire Officer 1/ Fire Officer 2	(3 points each)
Fire Officer 3 / Fire Officer 4	(3 points each)
EMT-B License	2
EMT-I (Advance EMT) License	5



EMT-P License  
NFA Programs/Courses  
Haz Mat Technician (Current Certification)

8  
(.33 point per College Credit Hour)  
1

No credit will be given for Continuing Education Hours (CEH) used for licensure/certification or for limited access classes offered at BFD. Educational records will be made available to the employee and/or the Union upon request.

The above three categories will be totaled, and the qualified candidates will continue on to the interview process.

### **Oral Interview:**

Each candidate shall have a minimum of six months of seniority in rank with the department to qualify for an interview.

A written exercise or scenario may be included in the interview process. A representative from the Union (not involved in the interview process) will participate on the interview panel.

### **Chiefs Discretion:**

The Fire Chief will have the discretion to award from 0 to 15 points to each candidate.

The points awarded in each category for the candidate will be used in the following formulas to determine a total point credit.

### **Points:**

<b>Category</b>	<b>Formula</b>	<b>Maximum Points</b>	<b>Weighted Percentage</b>
Seniority	Total Points	50	20
Oral Interview	Total Score	65	26
Performance Evaluation	Score X .39	70	28
Education	Total Points	100	20
Chief's Discretion		15	6
<b>Total</b>		<b>300</b>	<b>100</b>

Scores will be totaled and the top ten (10) candidates will continue in the process.

Each Candidate will receive written notification of the scores in each of the above categories.

This process will result in each candidate accumulating a final score. One of the top ten (10) candidates will be promoted as decided by the staff. When a promotion is made, the name of the candidate with the next highest score will be added to those remaining to maintain a list of five (5).

Prior to any subsequent promotions, the scores will be adjusted for changes that have occurred (I.E.: Education, Evaluation, and Seniority).

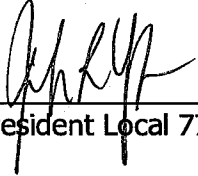
Changes to this policy will be posted 10 days in advance.

All promotions are subject to a one year probationary period.


This policy shall remain a work in progress amended by the consent of both parties.

FOR THE UNION

FOR THE CITY

  
\_\_\_\_\_  
President Local 772

6-1-18  
\_\_\_\_\_  
Date

 6/1/18  
\_\_\_\_\_  
Fire Chief Date

**Policy No. 3**

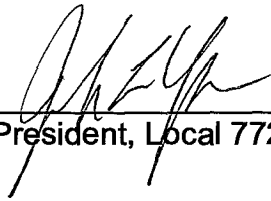
**Pay Checks Policy**


Pay Checks and pay stubs will be available at Central Fire Station.

Employees may elect to receive pay stubs by e-mail.

FOR THE UNION

FOR THE CITY

  
\_\_\_\_\_  
President, Local 772                      6-1-18  
Date

  
\_\_\_\_\_  
Fire Chief                                      6/1/18  
Date

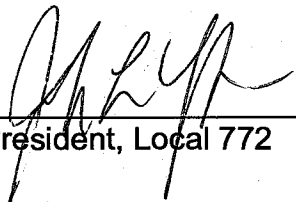
**Policy No. 4**


**Station Extra Policy**

1. There shall be separate overtime lists. They shall consist of a; Station extras, Private Service, Transfers, Football, and special operations. Special operations will consist of but shall not be limited to the following; SRT, Bike team, Dive team, and the Command vehicle.
2. Overtime shall be distributed by hours worked and seniority for each list.
  - a. The one exception to this is fire extras. Hiring fire extras needs to take place as soon as possible and shall either utilize personnel immediately available or follow the hiring schedule developed specifically for this purpose. Anyone hired for a fire extra will have his/her hours recorded on the Station extra list.
3. Personnel may choose to opt in or out of any or all overtime lists once a year. If personnel opt back onto a list, they will be assessed one (1) hour more than the highest total on the list, effectively placing them at the bottom of the list. Changing your status on the overtime list can be done by submitting a written request to staff during the first week of July. Only staff may change someone's status on the extra list.
  - a. Overtime coverage for education, Special Operations training and responses will be a minimum 4 hours and at the discretion of the officer in charge.

FOR THE UNION

FOR THE CITY

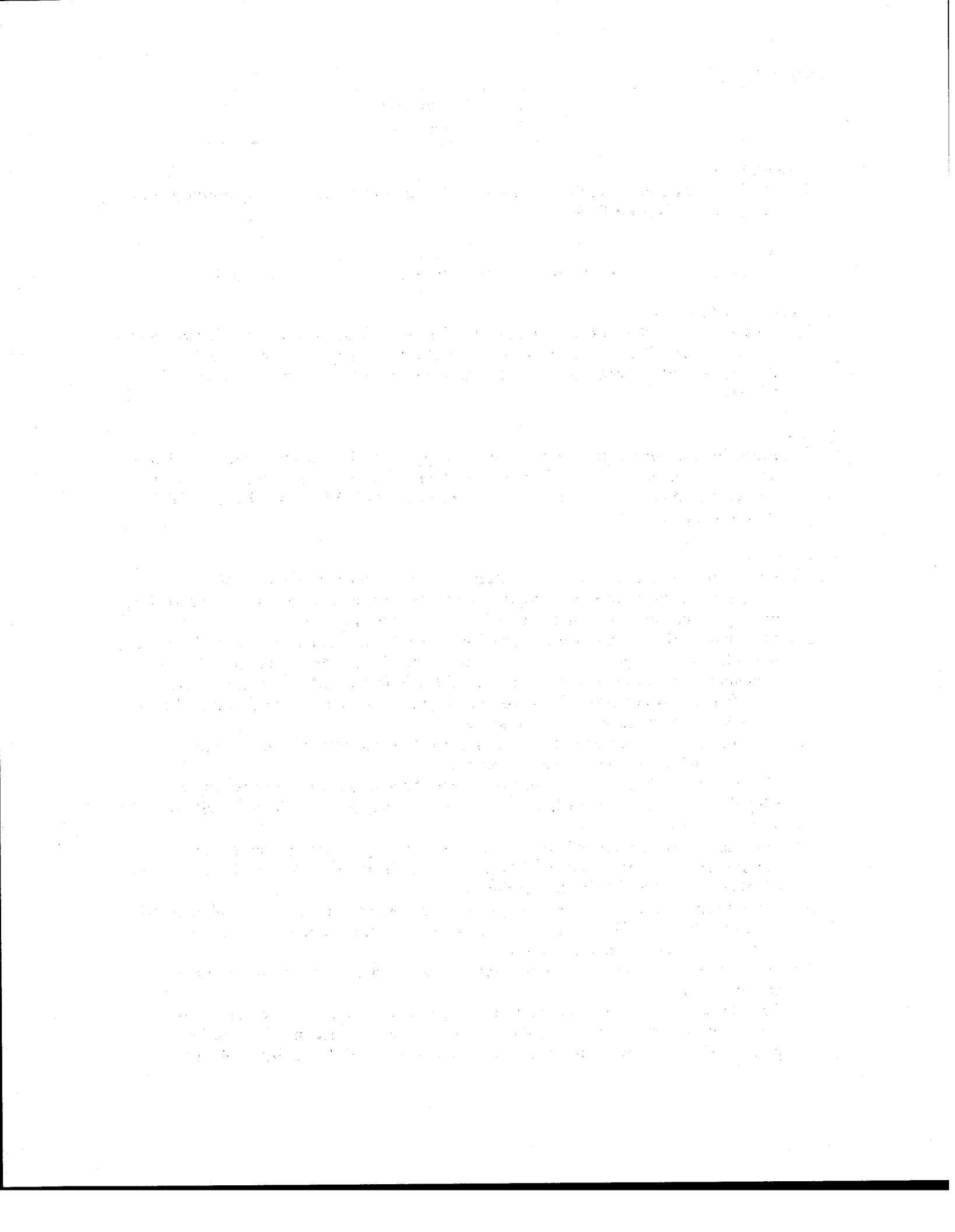
  
\_\_\_\_\_  
President, Local 772                      6-1-18  
Date

  
\_\_\_\_\_  
Fire Chief                      6/1/18  
Date

Revised 6/1/18

Bangor Fire Department  
Dress Code

1. Personal Hygiene
  - 1.1. Hygiene is each employee's responsibility. Failure to maintain this responsibility is a violation of this Dress Code.
2. Shaving
  - 2.1. Employees shall be cleanly shaven; there will be no beards of any type allowed.
3. Mustaches & Sideburns
  - 3.1. Mustaches and sideburns shall be neat. Neither will extend into the area of a respirator's facepiece seal. This includes Self Contained Breathing Apparatus, Supplied Air Respirator, HEPA masks, and any other respirator fit tested for use at the Bangor Fire Department.
4. Hair
  - 4.1. Hair will be clean and groomed. It will not hang below the ears on the sides, the bottom of the collar in the back, nor will it interfere with one's vision. It may be controlled to this length with the use of elastic or elastic bands. HAIR WILL NOT INTERFERE WITH SCBA SAFETY.
5. Uniforms
  - 5.1. Fire Prevention employees, and the Mechanic may negotiate different uniforms and requirements under this section appropriate to their particular positions. Fire Prevention employees, however, shall not wear only T-shirts as their uniform.
  - 5.2. Minimum work uniform shall consist of: black boots, shoes, or athletic shoes kept clean, safely laced, and in good repair; socks; issued pants ( or shorts between May 1<sup>st</sup> and September 30<sup>th</sup>); black belt; and issued T-shirt (will include a Maltese with "IAFF & 772" front and back). Specialty Shirts may be approved for a defined period by the Fire Chief & Union President or their designees.
  - 5.3. Uniform will be neat, clean, and tucked in. The top two buttons of the uniform shirts and polo shirts, when worn, may be undone.
  - 5.4. Undergarments showing at the neck shall be neat and clean. They may be navy blue (Royal blue for officers) or white. Long sleeved undergarments will not be allowed with short sleeved shirts.
  - 5.5. Only issued ball caps and winter hats (once issued) may be worn as part of the work uniform. (Ball caps to include a Maltese on side with "IAFF & 772"; as designed by Fire Chief & Union President or their designees)
  - 5.6. Uniform shirts with badge are not required to be worn at, but shall be available for, 0755 roll call. They shall be worn at all tours and inspections of buildings. Uniform shirts will be allowed off at all other times.
  - 5.7. Only issued Sweatshirts, Job shirts, sweaters, and mock turtle necks may be worn anytime.
  - 5.8. Only department issued jackets may be worn. Jackets have an expected service life of 5 years. It is understood that unusual circumstances may damage individual jackets prematurely. In the event that personnel need a new issued jacket, they shall order a



replacement during the annual clothing order (at no cost of credits). Personnel will be required to turn in their old jacket to receive their new jacket.

- 5.9. Additional patches, pins, etc. may be worn once approved by the Chief. Pre-approved patches include: department and department EMS, union, crew patches, AVOC/EVOC, US flag, and other work related certifications or awards. Pre-approved pins include: Mullen memorial "94", union, EMS, and other work related certifications or awards.
- 5.10. The standard private service uniform shall consist of black boots, shoes, or athletic shoes kept clean, safely laced, and in good repair; socks; issued pants (or shorts between May 1<sup>st</sup> and September 30<sup>th</sup>); black belt; and issued uniform shirt with badge.
- 5.11. The Bike Team uniform shall consist of black boots, shoes, or athletic shoes kept clean, safely laced, and in good repair; socks; the issued department shorts, black belt; and the issued department polo shirt. Additionally, the Bike Team may wear issued, wind/rain resistant, high visibility jackets and pants as an outer shell during cool or inclement weather.

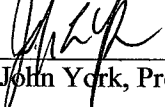
6. Jewelry

- 6.1. Unsafe jewelry or jewelry that is lewd, suggestive, or offensive will not be worn.


7. Uniform Issue

- 7.1. The City agrees to issue all uniforms once each fiscal year.
- 7.2. If the above condition is not fulfilled, the requirements of Section 5 of this Dress Code shall not be enforced until all uniforms are issued as required.
- 7.3. If an employee no longer has serviceable uniforms and the City has not fulfilled its requirement of a complete issue within the fiscal year then the obligation will lie with the City to provide a uniform or authorize alternative clothing.
- 7.4. If an employee no longer has serviceable uniforms and the City has fulfilled its requirement of a complete issue within the fiscal year then the employee may be required to purchase needed uniform components with his/her own money if it is determined that the employee simply did not correctly order needed items. It is understood that changing manufacturers or brands of clothing can often cause sizes to vary and this condition should not result in the City requiring an employee to pay for their own uniforms.
- 7.5. Fire Resistant (FR) uniforms may be worn as duty uniforms until June 30, 2019. In the event that a uniform is contaminated as the result of work duties (Fires, EMS calls, damaged on-duty) FR uniforms may be worn until the original uniform is cleaned and serviceable or until the next tour of duty.


For the Union

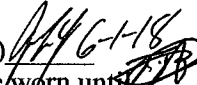

 6-1-18  
John York, President

For the City

 6/1/18  
Thomas Higgins, Fire Chief

(IAFF Local 772 75<sup>th</sup> Anniversary shirts in Blue/Black may be worn until 12/31/2018)  
(Spring 2018/purchased IAFF Local 772 "Eagle Wings" on back in black/blue may be worn until 6/30/2019)

 6/1/18

 6-1-18  
 6/1/18

