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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF BREWER

AND

LOCAL 2162, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

Expires June 30, 2027

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This Agreement entered into by and between the City of Brewer, Maine (hereinafter referred to as the City) and Local 2162, International Association of Firefighters, AFL-CIO (hereinafter referred to as the Union).

ARTICLE 1 RECOGNITION

Section 1. The City recognizes the Union as the sole and exclusive bargaining agent for the regular, full-time firefighters of the Brewer Fire Department (excluding the Chief, Assistant Chief, Lieutenants, other officers and all other firefighters not classified as firefighters) for the purpose of bargaining with respect to wages, hours and working conditions. Such firefighters shall hereinafter be referred to as "firefighters."

Section 2. The Union agrees to supply to the Office of the Chief of the Fire Department a list of the officers of the Union, the names of the Union Stewards and the names of the Union Bargaining Committee.

ARTICLE 2 NO DISCRIMINATION

Section 1. Firefighters covered by this Agreement shall have the right to join the Union or to refrain from doing so. No firefighter shall be favored or discriminated by either the City or the Union because of his membership or non-membership in the Union.

Section 2. Both the City and the Union agree that neither of them will discriminate against any firefighter because of race, creed, color, age, sex, marital status, national origin or political affiliation. Both parties will share equally the responsibility for applying this provision of the Agreement.

ARTICLE 3 PROBATIONARY PERIOD

All new firefighters of the Brewer Fire Department shall be considered probationary firefighters until they have attained State of Maine certification as Firefighter Level I (NFPA-1001), State of Maine licensure as a Basic Emergency Medical Technician and completed a twelve (12) month period of continuous employment as a firefighter with the Brewer Fire Department. All firefighters who have successfully completed their probationary periods shall become regular firefighters. During any probationary period of employment, under this Article, any firefighter may be terminated without compliance with the terms of this Agreement. Upon agreement with the Union, a firefighter's probation may be extended for up to an additional six (6) months by the Fire Chief.

A firefighter who has not had the opportunity to attain State of Maine certification as Firefighter Level I (NFPA-1001) after twelve (12) months of continuous employment shall also become a regular firefighter, provided, however, that a firefighter who fails to attain Firefighter

Level I certification after being trained and tested, shall automatically revert to probationary status and may be terminated without compliance with the terms of this Agreement.

ARTICLE 4 DUTIES

Section 1. The duties of the firefighters shall include activities related to the prevention, control and extinguishment of fires; maintenance, such as painting, cleaning, sweeping, snow removal and minor repairs in and around the building and grounds of the Fire Department, maintenance and minor repairs of firefighting equipment; and such other and further duties within the capabilities of the firefighters as may be assigned from time to time by the Chief of the Fire Department.

Section 2. Firefighters may engage in outside employment provided such employment does not in any way hinder the proper performance of their duties or impair their efficiency to the City.

Section 3. The City may assign no more than three firefighters (one from each crew or shift) to train to conduct and assist in fire investigations. Those individuals interested in receiving such assignments should submit their names to the Chief before January 1 of each year. The Chief will select firefighters for these assignments which shall last twelve months. In performing this work on behalf of the City, the City shall not be required to incur any overtime costs in order for firefighters to engage in this assignment, which shall be considered part of their regular duties. Firefighters who are working as part of an investigation shall work under the supervision of a designated officer in the Department, law enforcement agencies, and/or the State Fire Marshal.

ARTICLE 5 EXTRA WORK

Section 1. For purposes of this Article, it is understood that (1) "private service details" are those with regard to which the City is making a special charge to a third party including other departments within the City; (2) the term "regular full-time employee" shall include all full-time firefighters in the Fire Department; (3) the term "call firefighter" shall refer to volunteer and part-time firefighters who are on-call by the Department; and (4) the term "regular work" shall include both shift work and day work and shall be construed to mean the work of the Fire Department for which no charge is being made to a third party.

Section 2. Except where the nature of the assignment, in the reasonable judgment of the Chief of the Fire Department requires a firefighter of special qualifications: (1) all extra regular work, except as provided in Section 3 hereof, shall be offered to the regular full-time firefighters (but not including day-men as to extra regular work on "days" Monday through Friday) of the Fire Department in rotation; (2) all extra private service details shall be offered to the regular

full-time firefighters (including day-men) and officers of the Fire Department in rotation in accordance with the practice presently adhered to in the Department (such practice being generally described in a written departmental operating procedure). If no regular full-time firefighter shall accept such extra detail, it may then be offered to call firefighters.

Section 3. It is also understood that the City may require a full-time firefighter in the Fire Department to work overtime on regular work. Also when a firefighter assigned to drive apparatus is not relieved, upon shift change, (due to death, resignation, incapacity because of sickness, and any other cause) that firefighter, being held responsible for said apparatus, has the right to work the unscheduled extra, or, with the reasonable approval of the officer on duty, may find a relief. If the operator of said apparatus fails to find a relief, he must work the extra until the next shift change. A firefighter required to work said unscheduled extra may purchase food for additional meals either at a store or restaurant, and receive reimbursement up to a total of \$10.00 per shift from the City upon presentation of a receipt(s) for the purchase(s) to the Chief's office.

Section 4. Firefighters are not required to accept any "private service detail" unless the City is not successful in obtaining a sufficient number of firefighters and/or call firefighters to accept such assignment; if the City is not successful, firefighters may be required to work on such assignment provided such assignment involves duty that is required by statute or ordinance or takes place at a City or school facility.

Section 5. General requirements:

1. Firefighters must attend special meetings called by the Chief, unless excused by the Chief. There shall be no more than three special meetings per calendar year, and when possible, these special meetings will be scheduled with at least two weeks' advance notice. Firefighters will be paid for attendance at these meetings, a minimum of two hours at time and a half. If a firefighter is not excused from attendance at a special meeting, it shall be considered the equivalent of taking sick leave (but no sick leave will actually be paid) for purposes of determining eligibility for a sick leave bonus hours under Article 10, Section 2 of this Agreement.

2. Firefighters shall provide and maintain telephone service at their usual place of residence for emergency contact.

Firefighters shall file their current telephone numbers with the Chief of the Department and shall be required to notify the Chief of any change in telephone number or address within 48 hours.

3. Firefighters shall respond on multiple alarm fires or on recall of the Officer in Charge. Recalled Firefighters shall be paid upon arriving at the Department for a minimum of four (4) hours and in one-half (½) hour increments thereafter.

4. Firefighters are responsible for attending and maintaining appropriate training. Regular training sessions shall be scheduled during shift times. The Fire Department Training Officer will be responsible for providing regular on duty and off duty training opportunities. Up to three (3) times per fiscal year (July 1-June 30), a mandatory training session may be scheduled by the Chief for up to eight (8) hours. Firefighters may offer suggestions for training topics and other topics to the Training Committee. During each contract year, firefighters must attend at least 6 off duty training sessions and must attend all mandatory trainings. Training sessions will be for a posted time frame for off-duty crews. Notice of crew training sessions will be given at least 7 days in advance of the scheduled date.

Section 6. It is understood that firefighters shall be compensated for time spent on private service details at time and one-half of their regular rate for a minimum of four (4) hours.

ARTICLE 6 PERSONAL EFFECTS ALLOWANCE

Each firefighter will be reimbursed for the fair value of replacement (or repair) of personal effects that have been damaged or lost in the performance of duty, with the exception of jewelry for which there is a \$150 maximum payment (wedding "bands" may exceed maximum) and a \$10 maximum payment for lost cash, provided such damage or loss and satisfactory evidence thereof is reported to the Fire Chief within twenty-four (24) hours. Loss of eyeglasses at a working fire as a result of use of breathing apparatus is specifically covered when promptly reported to the Officer in Charge.

ARTICLE 7 VACATIONS

Section 1. After the completion of one year continuous full-time employment, each firefighter shall be entitled to forty-eight (48) hours vacation with pay which shall be taken during the second employment year. Upon the employee's first anniversary, vacation shall be earned as follows:

2 through 6 years 96 hours (earned at a rate of 8 hours per month beginning on the first day of the employee's second year of employment and available for use on first day of the employee's third year of employment and each year thereafter except as described in Section 2)

7 through 14 years 144 hours (earned at a rate of 12 hours per month beginning on the first day of the employee's seventh year of employment and available for use as of the first day of the employee's eighth year of employment and each year thereafter except as described in Section 2).

15 or more years 192 hours (earned at a rate of 16 hours per month beginning on the first day of the employee's fifteenth year of employment and available for use on first day of the employee's sixteenth year of employment and each year thereafter except as described in Section 2)

Section 2. No accrued vacation may be taken by the firefighter in increments of less than one (1) hours without the prior approval of the Fire Chief.

However, after a firefighter has completed one (1) year of employment, he may, thereafter take up to forty-eight (48) hours of the vacation he will become entitled to during that employment year, after completion of six (6) months of each such employment year.

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

Section 4. For purposes of computing vacation pay for an eligible firefighter, the term "day's pay" shall be construed to mean the firefighter's regular biweekly salary provided for herein divided by ten (10) during the pay period next preceding the first day of the firefighter's vacation.

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

Section 6. Seniority shall determine only the firefighter's first forty-eight (48) or twenty-four (24) hours of vacation preference, until selection by all firefighters of their first week of vacation preference. Seniority will again determine the firefighter's second forty-eight (48) or twenty-four (24) hours of vacation preference and likewise their third forty-eight (48) or twenty-four (24) hours of vacation preference.

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

Section 8. The Union and the City agree in principle that vacation will be on an anniversary basis.

A. Firefighters may carry forward forty-eight (48) hours of accrued vacation from one calendar year to the next provided it is used within six (6) months.

B. As of January 1 of each year, the Chief will determine the amount of vacation which a firefighter will be entitled to take during that entire calendar year by adding up the vacation left from the preceding year to the vacation to be earned during the succeeding year. Firefighters may then submit requests for vacation with preference given to the forty-eight (48) or twenty-four (24) hours selected (first, second, third or fourth forty-eight (48) or twenty-four (24) hours of vacation) and then by seniority within that selection.

C. Vacation will still be earned on an employment anniversary basis.

Section 9. In granting time off for vacation, personal leave and sick leave bonus hours, preference shall be given by the Chief to requests in the following order: 1) blocks of one week of 48 or 24 consecutive scheduled hours; 2) a 24-hour shift scheduled during a scheduled 48 hour week; 3) a 12-hour increment.

ARTICLE 8 PERSONAL LEAVE DAYS

After the first employment year, firefighters shall be granted twenty-four (24) hours each employment year to be used for any purpose other than substitution for suspension as a result of disciplinary action. This leave time shall be taken with pay, but will not be accumulated from one employment year to the next. Personal leave shall be in addition to accumulated vacation leave and holidays. Personal leave must be scheduled and approved by the Chief of the Department in accordance with the firefighter's preference and the needs of the City, but cannot be taken on Christmas Day or New Year's Day. Personal leave may be taken in one (1) hour increments subject to the approval by the Chief as described in this Article provided replacement of the firefighter is not required.

ARTICLE 9

HOLIDAYS

Section 1. Firefighters shall receive holiday pay for the following holidays: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Patriot's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. However, each holiday shall be worked according to the usual schedule and all members of the Department will receive 8.4 hours pay on the payroll for the week which includes the holiday, with the exception of day-men, who shall take holidays as observed by City Ordinances affecting City Hall firefighters, and shall not receive the extra day's pay.

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

Section 3. Any holidays added by change in City Ordinance shall be automatically added to this Agreement.

Section 4. Any firefighter who works hours between 12:00 a.m. and 11:59 p.m. on Christmas Day or Thanksgiving Day will be paid time and one half for actual hours worked on the holiday.

ARTICLE 10

UNPAID LEAVE OF ABSENCE

Upon approval of the Chief, firefighters may take a job-related unpaid leave of absence for a duration of no less than 6 months and no greater than 12 months (which may be extended upon request for up to 3 more months). The City may hire a temporary employee(s) to replace the firefighter on leave. Only one member of the bargaining unit shall be permitted to take an unpaid leave of absence at any given time.

ARTICLE 11

SICK LEAVE AND HEALTH INSURANCE

Section 1. Upon union ratification of this Agreement: (a) Sick leave shall accrue at the rate of twelve (12) hours of paid sick leave for each full calendar month of employment cumulative to a maximum of one thousand three hundred forty-four (1344) hours. Employees who have accrued more than 1344 hours as of ratification will be permitted to accrue hours up to that amount provided they do not exceed 1440 hours. The grandfathered employee's maximum sick leave bank will be reduced as used until it reaches the maximum of 1344 hours. The first month of a firefighter's service shall be counted as a full month of service if employment begins on or before the fifteenth day of the month.

(b) Each firefighter will be permitted to take up to seventy-two (72) hours of his sick leave allowance, each year, for the purpose of attending to a sick member of the firefighter's family. For purposes of this Section, the family shall be deemed to include only the firefighter's spouse, child or step-child living in the household.

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

(d) Absences for a fraction or part of a day that are chargeable to sick leave shall be charged proportionately in an amount not smaller than one (1) hours.

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

Section 2. Firefighters completing three (3) consecutive months of employment without taking sick leave will be granted twenty-four (24) sick leave bonus hours. Sick leave bonus hours will not be charged against sick leave and may be taken by the firefighter for any purpose except as substitution for suspension as a result of disciplinary action. Sick leave bonus hours will be granted after each three (3) month period for which sick leave is not taken, cumulative to ninety-six (96) hours. When sick leave time is taken, a firefighter shall become entitled to sick leave bonus hours on the same day three (3) months after taking the most recent sick leave time. Sick leave bonus hours must be scheduled and approved by the Chief of the Department in accordance with the firefighter's preference and the needs of the City, but cannot be taken on Christmas Day or New Year's Day. Sick leave bonus hours may be taken in twelve (12) hour increments. Family sick leave is not considered sick leave for purposes of this Section. For the purpose of computing eligibility for sick leave bonus hours, absences which qualify for workers' compensation benefits shall neither be counted as sick leave used or as time earned towards the three (3) month period.

Section 3. A group health insurance program is available to full-time regular firefighters. The City's base health insurance plan is the Maine Municipal Employees Health Trust Preferred Provider Option 500 (PPO 500) plan or equivalent policy. Firefighters who wish to receive health insurance coverage under the base plan will pay a portion of the total health insurance premium cost according to the table below.

| Coverage Level | Employee Pays | City Pays |
|-----------------------|---------------|-----------|
| Single (employee) | 10% | 90% |
| Employee & Child(ren) | 20% | 80% |
| Employee & Spouse | 25% | 75% |
| Family | 25% | 75% |

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

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

Section 4. Section 125 Plan. The City shall establish a Section 125 plan which provides for pre-tax contributions of the firefighter's share of health, dental and vision insurance premiums.

Section 5. Firefighters who opt out of coverage. Firefighters may elect out of health insurance coverage provided by the City, so long as the firefighter provides to the City satisfactory evidence that the firefighter is covered by health insurance under another health insurance plan which has benefits and coverage similar to that of the City's plan. Firefighters who elect not to be covered by the City's health insurance plan, may elect to re-enter the plan, but only under the terms of the Plan's limitations of re-entry, such as limited enrollment date, exclusion of pre-existing conditions, medical examinations and any other conditions imposed on such re-entry. Firefighters who elect not to be covered by the City's plan under this section will receive a stipend amount equal to 50% of the City's portion of cost of PPO 500 single level coverage for firefighters as it may exist from time to time, to be pro-rated into the bi-weekly pay of those firefighters. This stipend is a taxable benefit and is subject to Medicare, federal and state taxes.

Section 6. Health Reimbursement Arrangement accounts. Full-time regular firefighters electing to participate in the PPO 500 plan shall receive access to a Health Reimbursement Arrangement (HRA) account in the amount outlined in the following table. Firefighters opting out of coverage may also have access to an HRA account if they can, and choose to in writing, annually certify that they are enrolled in a group health plan that meets the Minimum Value standards of the Affordable Care Act.

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

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

| | | |
|-----------------|---------|-------|
| Family | \$2,300 | \$800 |
| Opt Out Stipend | \$550 | \$550 |

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

ARTICLE 12 RETIREMENT

Section 1. As soon as practicable following the execution of this Agreement, the City agrees to change participation in the Maine Public Employees Retirement System (MPERS) from the 2(c) to the 3(c) plan for current Fire Department firefighters and will make the change from the 2(c) to the 3 (c). There shall be deducted for the current program from the biweekly gross compensation of each firefighter the amount specified as the firefighter's contribution by MPERS.

Section 2. A retiring firefighter shall be entitled to a payout of twenty-five percent (25%) of his accumulated sick leave up to a maximum payout of three hundred thirty-six (336) hours, upon regular retirement from the City under the terms of the Maine Public Employees Retirement System.

Section 3. Firefighters who have reached 25 years of credited service in the MainePERS ("MPERS") plan and are eligible to retire, regardless of age, shall be eligible to enter into a retire in place program ("Program") providing other conditions set forth are met and upon approval of the Public Safety Director.

To be eligible for the Program, a Firefighter must be in good standing. The determination of good standing is based in part on performance reviews, discipline records, and any other relevant factors as determined by the Public Safety Director in his sole discretion. Any Firefighter wishing to enter into the Program must do so in writing to the Public Safety Director. The Public Safety Director will determine if the request will be granted or denied and will respond to the Firefighter within thirty days of receiving the request. The decision of the Public Safety Director will be final and is not subject to grievance.

The next day after a Firefighter is eligible to retire with full benefits and has been deemed in writing to be in good standing by the Public Safety Director shall be their eligibility date ("Eligibility Date") at which time they can opt into the program. The Firefighter must terminate employment in order to receive retirement benefit and must not return to employment after retirement before the effective date of the Firefighter's retirement, pursuant to MainePERS Rules Chapter 410, paragraph 5 "Bona Fide Termination of Employment."

Under the program the Firefighter will be able to collect retirement income from MPERS while continuing to work for the City of Brewer Fire Department. As a retiree, the officer will not earn additional retirement service credit, nor will their earnings affect the amount of their retirement benefit.

Upon entry into the Program, eligible Firefighters will agree to be immediately rehired for the remainder of the term of the current collective bargaining agreement unless otherwise terminated in accordance with the provisions of the collective bargaining agreement. In the event that a Firefighter enters into the Program with the current collective bargaining agreement expiring in less than 12 months, the term of the rehire will be for the next collective bargaining agreement. The City may authorize additional terms corresponding with future collective bargaining agreements upon written request of the Firefighter with a 12-month advance notice. The Public Safety Director will determine if the request will be granted or denied and will respond to the Firefighter within thirty days of receiving the request. Nothing in this section will restrict the City from terminating the officer's employment in a manner consistent with the collective bargaining agreement during any initial or subsequent term.

Upon initial separation from employment (i.e., retirement), MainePERS requires cash out of all accrued time with value, including but not limited to vacation leave, sick leave eligible for payout, etc. The City will award the balance of forfeited accumulated sick leave not cashed out at the time of termination (75% per current collective bargaining agreement terms) to the Firefighter upon rehire. However, no sick leave, whether awarded at rehire or subsequently accrued, will have any monetary value. That is, no sick leave will be cashed out upon final separation from employment with the City of Brewer.

The City shall pay MainePERS the required payment during the period of re-employment. Currently, the rate is the greater of 5% or the aggregate unfunded actuarial liability rate of the plan.

Upon rehire, the Firefighter will be awarded 160 hours of personal leave, having no monetary (i.e., cash out) value. After the completion of one year, any unused personal leave time shall be forfeited. Upon rehire, Firefighters shall accrue holidays, sick leave, and sick bonus days in accordance with the collective bargaining agreement. Accrual of vacation time shall be calculated in accordance with the collective bargaining agreement commensurate with their years of service prior to entering into the Program.

A Firefighter entering into the Program shall retain the rank and seniority held prior to retirement.

All other provisions of the collective bargaining agreement shall not be affected hereby, to include Article 11 "Health Insurance".

ARTICLE 13

BEREAVEMENT

Each firefighter will be allowed up to forty-eight (48) hours of leave in a 72-hour period with pay for the purpose of attending the funeral in the case of a death occurring in the firefighter's immediate family. The term "immediate family" shall include the firefighter's spouse, child, step-child, brother, sister, mother, step-mother, father, step-father, mother-in-law, father-in-law, grandmother, grandfather, spouse's grandmother, and spouse's grandfather. An employee will be allowed one (1) day of leave with pay for the purpose of attending the funeral of the employee's aunt, uncle, niece or nephew. It is understood that this leave is not intended as vacation time and only that portion of the allowable leave which is necessary in order to accomplish the purposes set forth above will be taken by the firefighter. One day of leave up to a maximum of twenty-four (24) hours shall be allowed, when necessary, for attending the funeral of a brother or a sister of the firefighter's spouse. In those cases, when unusual circumstances exist, additional time off, with or without pay, may be arranged in the discretion of the City Manager.

ARTICLE 14 MILITARY LEAVE

Any permanent firefighter in a full-time position who is a member of the National Guard or Naval Militia, or of the Military or Naval Forces of the United States, and is required to undergo field training therein, shall be entitled to a leave of absence with pay for the period of such training, but such pay is not to exceed ninety-six (96) hours in any one year, in addition to the annual vacation leave, provided the amount of compensation paid to such firefighter for such leave of absence shall be the difference between his compensation for military activities as shown by a statement by military authorities giving his rank, pay and allowance, and the amount of the firefighter's regular weekly salary. If the compensation for military service is equal to or greater than the salary due as a firefighter for the period covered by such military leave, then no payment shall be made.

ARTICLE 15 SENIORITY

Section 1. The City shall establish a seniority list for firefighters and it should be brought up to date on January 1st of each year and immediately posted thereafter on a bulletin board for a period of not less than thirty (30) days. A copy of the same shall be sent to the Union.

Section 2. Any objection to the seniority list, as posted, must be reported to the Chief of the Fire Department and the Union within thirty (30) days or it shall stand as accepted.

Section 3. Seniority shall be established as of the last date of hire as a full-time firefighter and shall not include any previous employment with the City as a firefighter or otherwise.

Section 4. A firefighter's seniority shall be terminated and his right under this Agreement forfeited for any of the following reasons:

- (a) Discharge for cause, quit, resignation or retirement.
- (b) Absence without proper cause or without proper notification to the City. The City reserves the right to require a Doctor's certificate to certify the fact of a firefighter's illness or accident. It is understood that proper notification means notification at the earliest opportunity.
- (c) Failure to return to work within fourteen (14) consecutive days after due notification of recall by the City without the firefighter so recalled notifying the City during said fourteen days of illness or accident preventing the firefighter from working (as evidenced by written certification of a medical doctor if requested by the City) or other satisfactory reason for such absence; firefighter must, however, notify the City within seven (7) consecutive days after notification of recall of his intention to so return to work.
- (d) Failure to return to work upon the expiration of a permitted leave of absence.

Section 5. In the layoff and recall to work of firefighters (other than probationary firefighters), seniority shall be the governing factor.

Section 6. An officer of the Brewer Fire Department who is laid off from his position shall be eligible for return to the firefighter bargaining unit. If he elects to return, he shall be placed on the seniority list according to his most recent date of hire by the City.

ARTICLE 16 CLASSIFICATIONS

Section 1. Each firefighter shall be classified into one of the following categories:

- a) Probationary Firefighter (See Article 3)
- b) Firefighter (See Article 3)
- c) Firefighter Level II (State of Maine certificate to NFPA-1001)

Section 2. In the event that a Firefighter or Firefighter II fails to maintain his Ambulance Attendant's License, his pay shall be reduced by two percent (2%) for the duration of time for which he is without the license. The firefighter must regain his license no later than six (6) months from the date which it expired. If he fails to regain the license within this period, his pay shall be reduced to the level of Probationary Firefighter as specified in Article 3 of this Agreement. The firefighter will then be granted an additional six (6) month period (from the date of the reduction of his pay to Probationary Firefighter) in which to regain his license. Failure to regain his license within the additional six (6) month period shall be cause for dismissal in that the firefighter has failed to maintain the minimum qualifications necessary for a Regular Firefighter, as specified in Article 3 of this Agreement. In certain exceptional cases, such as extended illness, the Fire Chief may at his discretion grant an extension of the time

periods mentioned above. It is understood that such exceptions to the above-mentioned time periods will be made by the Fire Chief on a case-by-case basis, with no individual extension being used as a precedent in any other instance. If the City eliminates its ambulance or rescue service, then the level to be maintained under this Section shall be CPR.

Section 3. For training and testing Firefighter Levels I and/or II, the City may establish its own program based on NFPA-1001, or may send firefighters to the State Fire Academy or other qualified programs. While it is the City's obligation to provide training, it is the responsibility of the individual firefighter to pass the tests required for firefighter levels. After six months of the initial probationary year, the firefighter's pay may be increased to the Firefighter level upon satisfactory completion and documentation of achieving Firefighter I.

ARTICLE 17 WAGES

Section 1. Wages to be paid biweekly during the term of this Agreement shall be in accordance with the following schedule:

| Annual Adjustment | 8.0% | 6.0% | 5.0% |
|--------------------------|-------------|-------------|-------------|
| Effective Date | 7/1/2024 | 7/1/2025 | 7/1/2026 |
| Probationary Firefighter | \$ 1,929.70 | \$ 2,045.48 | \$ 2,147.76 |
| Firefighter | \$ 2,091.34 | \$ 2,216.83 | \$ 2,327.67 |
| Firefighter II | \$ 2,144.89 | \$ 2,273.58 | \$ 2,387.26 |
| Firefighter II + 3 * | \$ 2,171.69 | \$ 2,301.99 | \$ 2,417.09 |
| Firefighter II + 7 * | \$ 2,216.02 | \$ 2,348.98 | \$ 2,466.43 |

* To be eligible for Firefighter II+3, a firefighter must be certified as and have worked for the City for at least three years as a Firefighter II. To be eligible for Firefighter II+7, a firefighter must be certified as and have worked for the City for at least seven years as a Firefighter II.

The parties acknowledge that Maine Fire Training and Education Administration is considering new standards for firefighter training. The classification of wages above is based upon the City's current training competency levels. The parties acknowledge that during the term of this Contract that they may negotiate to change these wage scales to more closely conform to the competency levels to be implemented by the State.

Section 2. In addition to the wages provided in Section 1 above, the City will pay:

1) An amount equal to three percent (3%) of the wages provided for Firefighter I in Section 1 above, to those firefighters who have received a certificate from EMCC or other recognized vocational institute or college in Fire Science Technology.

2) An amount equal to seven percent (7%) of the wages provided for Firefighter I in Section 1 above, to those firefighters who have earned an Associate Degree from EMCC or other recognized vocational institute or college in Fire Science Technology or EMS but not both.

Section 3. Longevity Premium. Firefighters shall be eligible to receive a longevity premium in accordance with the following schedule.

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

Section 4. Upgrade for Lieutenant. The senior, qualified firefighter on duty may be designated by the Chief, or his designee, to serve as the shift captain in the absence of a shift captain for part or all of the shift. Should the firefighter serve as substitute captain for more than three hours in a shift, he shall be paid an additional one dollar (\$1.00) per hour for that shift from the beginning of the shift. The Chief shall determine which firefighters are qualified to serve as captain.

Section 5. Emergency Medical Technician. All firefighters shall be required to obtain at least basic licensure as an Emergency Medical Technician. Firefighters must obtain at least basic licensure as an Emergency Medical Technician within 12 months of hire. Firefighters will be required to maintain at least basic licensure throughout employment. Failure to obtain or maintain licensure will result in termination of employment and the parties agree that such failure will be considered just cause for termination. Firefighters with an EMT license above the basic level shall receive a premium according to the following schedule:

| | | |
|--------------|---|------------------|
| Intermediate | - | \$20.00 biweekly |
| Paramedic | - | \$40.00 biweekly |

In addition, the City will pay for a firefighter who has not taken the EMT basic course or for a firefighter who wishes to advance to the EMT intermediate level and has not taken the course. The City will pay to the firefighter 75% of the cost upon enrollment and the remaining 25% of the cost upon securing the appropriate license.

Section 6. Training Committee. Firefighters that serve on the Training Committee will be eligible to receive a biweekly premium of \$20.00 for participating and adhering to the requirements of the Training Committee as determined by the Deputy Fire Chief or his designee. Firefighters must apply for the Training Committee by submitting a letter of interest to the Training Officer. No more than four Firefighters may serve on the Training Committee at any time. Selection of Committee members shall be at the sole discretion of the Deputy Fire Chief or his designee. A Committee member may be removed from the Committee at any time at the sole discretion of the Deputy Fire Chief or his designee.

Section 8. Timing of Payment. Adjustment in pay for premiums shall be effective upon receipt by the Chief of the appropriate certificate or license.

Section 9. NFPA Certification. All firefighters who maintain NFPA Technician level certification for Ice Water Rescue, Vehicle Rescue, Confined Space Rescue and/or Rope Rescue shall receive a stipend for each certification of \$5.00 per bi-weekly pay period.

Section 10. Fitness Bonus. Eligible firefighters will receive a fitness bonus of \$150.00 each in the first payroll of July. To be eligible, a firefighter must complete and submit a personal log before June 30 of every year that the firefighter performed an approved exercise listed on Exhibit C to this Agreement for at least three (3) times per week in at least forty (40) weeks of the past contract year.

ARTICLE 18 WORK WEEK

Section 1. The “work week” shall be defined as a period of seven (7) days beginning at 0700 on Monday and ending at 0700 on the following Monday.

Section 2. The payroll records of the City shall be the basis for establishing the number of hours worked by each firefighter. Nothing in this Agreement shall be construed as a guarantee by the City of hours to be worked per week or per year.

Section 3. Pay day shall be on Friday of every other week.

Section 4. Hours of Work.

(a) Except for day-men who may be assigned to work a forty (40) hour work week, the biweekly wages set forth herein are based upon an average forty-two (42) hour workweek and an eighty-four(84) hour pay period. The work schedule (except for day-men) is attached as Schedule B by way of illustration and not by way of restriction to the City’s right to make changes with reasonable notice, (meet and consult), thereof so long as the City’s work schedules are primarily based on 24 hour shifts. The 12 most senior firefighters shall work a schedule of two 24-hour shifts per week (unless they volunteer to work a different shift and there is a vacancy) so long as the City’s work schedules are primarily based on 24 hour shifts, other

firefighters may be assigned either two 24-hour shifts or a day shift until some other schedule is agreed upon. Any firefighter who is absent from duty without authorization from the Chief of the Fire Department will have his weekly wage for that week reduced by the number of hours of scheduled duty time missed by the firefighter multiplied by the firefighter's average hourly rate of pay.

(b) Firefighters average hourly rate of pay shall be determined by dividing the firefighter's biweekly wage by eighty-four (84), provided that the hourly rate of day-men for work on their regular job shall be determined by dividing their biweekly wage by eighty (80) hours, but the hourly rate for day-men on extra regular work which they are assigned to, or accept from rotation, shall be determined by dividing their biweekly wages by eighty-four (84).

(c) The Union and the City agree that the revised work schedule set forth in Schedule B shall be placed in effect and shall rotate in accordance with the average 42 hour work week schedule.

Section 5. Each firefighter will be entitled to weekly overtime at one and one-half (1.5) times his average hourly rate of pay for all hours worked (including training sessions where attendance is required) in excess of the firefighter's scheduled weekly hours for the week in question. Hours not worked but paid for, will not be used in the computation of overtime, with the exception of vacation and holiday time, bereavement leave, sick leave, and sick leave bonus days. Hours spent on private service details shall not be included in the computation of weekly overtime and Call Department time, being already paid at time and one half, shall not be used to replace hours not worked but paid for in the computation of overtime.

Section 6. Call Response. Firefighters are encouraged to respond to calls and will be paid upon arriving at the department, in four hour increments followed by half hour increments. Firefighters may not earn more than one increment in any one time period.

ARTICLE 19 UNIFORMS

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

- Three (3) long sleeve shirts
- Three (3) short sleeve or polo-style shirts
- Four (4) pair of trousers
- One (1) blue ball cap
- One (1) black belt
- One (1) pair black shoes (per year if needed, unless exceptions are granted by the Chief of Dept.)
- One (1) winter jacket
- One (1) pair of boots every two (2) years to be repaired or replaced as needed
- All necessary firefighting safety and weather equipment

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

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

Section 4. The firefighter shall wear black shoes and a black belt. The firefighter, while on duty, shall be clean, wear only the uniform described herein or otherwise furnished by the City and have said uniform neat and well pressed, shoes shined and hair neatly trimmed in such a manner so as not to impair the safe use of protective breathing apparatus and shall be clean shaven. Exception: When unusual circumstances exist, the Fire Chief or his authorized representative may permit the use of non-uniform clothing.

Section 5. For those firefighters who are interested, the City will advance the cost of the purchase of a full dress uniform, the components of which will be designated by the Department. In order to receive this advance, firefighters will authorize its repayment to the City through weekly payroll deductions such that full repayment is achieved within twelve months of purchase. The minimum deduction shall be \$10 per week. If the Firefighter should leave City employment for any reason with an outstanding amount owed, the firefighter will pay the balance and authorize the City to deduct the balance from the firefighter's final paycheck(s).

ARTICLE 20 DISCIPLINARY PROCEDURE

Section 1. The City may adopt reasonable rules, from time to time, which will be posted during the duration of this Agreement.

Section 2. The City may discipline or discharge for just cause (including but not limited to violations of the rules set forth on Schedule A attached hereto) and written notice of the reason for such discipline or discharge shall be given to the firefighter affected immediately upon the effective date of such action, within reason.

Section 3. It is understood that changes for alterations in the rules above referred to will not be made without first consulting with the Union.

Section 4. It is agreed that just cause shall not include committing a Class "E" crime (other than theft) while "off-duty," unless, in the reasonable judgment of the Chief, the

conviction of such a crime, would interfere with the firefighter's continued performance of the full scope of his duties.

ARTICLE 21 GRIEVANCE PROCEDURE

Section 1. A grievance, for purposes of this Agreement, shall be defined as any controversy, complaint, misunderstanding, or dispute arising between the parties as to the meaning or application of the specific terms of this Agreement.

Section 2. Every reasonable effort shall be made by the parties involved to arrive at a fair and equitable resolution of every grievance without resorting to the grievance procedure hereinafter set forth. If this is found to be impossible, the matter may be submitted to the grievance procedure in accordance with the terms of this Article.

Section 3. If the grievance has not been adjusted informally as above suggested, it may be submitted to the following grievance procedure:

Step 1. Within fourteen (14) days after the occurrence of such grievance, the aggrieved firefighter and/or the Union shall reduce the grievance to writing, shall set forth the aggrieved firefighter's contentions in full and suggested resolution, shall sign the grievance and shall submit it to the Chief of the Fire Department. (Hereinafter, "Chief" shall mean Chief of the Fire Department or his designee.) The grievant, an officer of the Union, and the Chief shall then meet to discuss the grievance within seven (7) days after the receipt of the grievance. Within seven (7) days after the meeting, the Chief shall send his written response to the Union and the Grievant.

Step 2. If the answer of the Chief does not satisfactorily adjust the grievance, the Union and/or the firefighter may within seven (7) days after receipt of such response, submit the grievance to the City Manager. (Hereinafter, "City Manager" shall mean the City Manager or his designee).

Step 3. The City Manager shall call a meeting of the Joint Grievance Committee, made up of the City Manager, and one other representative for the City and two representatives of the Union, within seven (7) days of the City Manager's receipt of the grievance.

Step 4. If the grievance is not resolved by the Joint Grievance Committee, the City Manager shall issue a response, in writing to the Union, within seven (7) days after the meeting of the Joint Grievance Committee. Any grievance not submitted in writing within the time periods above provided for shall be considered waived, or if not resubmitted after one of the answers above provided for, shall be considered resolved by that answer. As used in this Article 21 and in Article 22, the word "days" shall mean calendar days.

ARTICLE 22 ARBITRATION PROCEDURE

Section 1. Any grievance which has been properly processed through the grievance procedure set forth above in Article 20 and has not been settled at the conclusion thereof, may be appealed to arbitration by the Union by serving written notice of its intention to appeal on the City, together with a written statement of the specific provision or provisions of this Agreement at issue. If, however, the grievance is not appealed to arbitration as provided in this Section within fourteen (14) days after the receipt of the City Manager's response resulting from the meeting of the Joint Grievance Committee, such grievance shall be considered settled in accordance with the City Manager's said answer which shall be final and binding upon the aggrieved firefighter or firefighters and the Union.

Section 2. Selection of Arbitrator. In the event a grievance is appealed to arbitration as provided in the foregoing Section, the parties shall jointly request the American Arbitration Association or the Maine State Board of Arbitration and Conciliation to furnish a list of not less than seven (7) qualified and impartial arbitrators. If no agreement can be reached as to which list source to use, within seven (7) calendar days after receipt of a request for joint selection, the party seeking arbitration shall petition the American Arbitration Association to furnish a list of qualified and impartial arbitrators and the selection procedures under the voluntary labor arbitration rules shall apply for the selection of the arbitrator.

Section 3. Arbitration Expenses. The expense of the arbitration shall be borne equally by the parties involved. Firefighter witnesses called by the City shall be reimbursed by the City for any loss of normal working time; and if called by the Union, the Union will reimburse firefighter witnesses for all loss of normal working time. If it is necessary for firefighter witnesses for the City or the Union who are called during normal working time to be replaced, the additional cost (if any) of the replacements will be borne by the party calling the witness. The fees and expenses of counsel called by either party shall be borne by the party so calling counsel.

Section 4. Arbitrator's Jurisdiction. The jurisdiction and authority of the arbitrator of the grievance and his opinion and award shall be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the Union and the City. He shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement, to establish or alter any wage rate or wage structure, or to interpret any Federal or State statute or local ordinance when the compliance or non-compliance therewith shall be involved in the consideration of the grievance. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the City and the Union unless the grievances at issue directly relate to the same express provision or provisions of this Agreement and were timely appealed to arbitration by the Union when he was selected by the parties. The award in writing of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority is specified in this Agreement shall be final and binding on the aggrieved firefighter or firefighters, the Union and the City.

ARTICLE 23

MANAGEMENT FUNCTIONS

Except as explicitly limited by a 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 direction of the work force in accordance with its judgment. Such rights shall include, but shall not be limited to, the operation of the firefighting force, direction of the working forces, the right to hire, to discharge, to change assignments, to promote, to suspend, 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 and to contract or subcontract any work. The City's not exercising any function hereby reserved to it, or its exercising of such function in a particular way, shall not be deemed a waiver of its right to exercise such function or preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 24 NO STRIKE - NO LOCKOUT

For the duration of this Agreement, the Union, its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any firefighter take part in any strike, slow-down or stoppage of work, boycott, picketing or other interruption of work. Failure or refusal on the part of any firefighter to comply with any provision of this Article shall be cause for whatever disciplinary action, including suspension or discharge, deemed necessary by the City. In consideration of this no strike pledge by the Union and firefighters, the City shall not lockout firefighters for the duration of this Agreement. Neither the violation of any provision of this Agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful by any Federal, State or Local law shall excuse firefighters, the Union or the City from their obligations under the provisions of this Article. Alleged violation of any provision of this Article is appealable immediately by either party to the Superior Court for Penobscot County in the State of Maine for the purpose of securing specific performance of the provisions of this Article, and/or assessing damage for a violation of any of the provisions of this Article.

ARTICLE 25 SCOPE OF AGREEMENT AND SEPARABILITY

This Agreement represents the entire agreement between the Union and the City and is not subject to any prior oral agreements or understandings between the parties and may be amended only by agreement in writing signed by both of the parties hereto. If any provision of this Agreement is found to be contrary to any law or is subject to a final and binding court decision finding a provision to be contrary, such invalidity shall be not affect the validity of the remaining provisions. Either party may initiate negotiations for a replacement clause within thirty (30) days of declaration of invalidity of such clause.

ARTICLE 26 MISCELLANEOUS

The City and the Union acknowledge that the bargaining unit is limited to firefighters and that the City has no obligation to negotiate with regard to other positions in the Fire Department which are not within the bargaining unit. However, the City has agreed with the Union that in cases where Brewer firefighters are competing with other Brewer firefighters or with firefighters from other cities for supervisory positions in the Brewer Fire Department, the City will give some recognition to such Brewer firefighters for their service to the City.

ARTICLE 27

CHECKOFF

Section 1. The City agrees to deduct weekly from each firefighter's paycheck the Union membership dues and benefit premiums, upon receipt of signed authorization from each member of the Union on forms supplied by the Union and satisfactory to the City. The authorization forms signed by each firefighter shall set forth the amount to be deducted. An individual firefighter shall have the right to revoke his authorization for deductions provided for in this Article upon thirty (30) days advanced written notice to the City. The City shall remit bi-weekly to the Union in a single check the total amount withheld along with a list of firefighters for which deductions were made.

Section 2. The Union agrees to indemnify and save the City harmless from any and all claims arising out of any instance in which the City, in reliance on any assignment, authorization, or certificate which shall have been furnished to it under the provisions of this Article, has withheld funds and forwarded the same to the Union.

ARTICLE 28

WORKERS' COMPENSATION

Section 1. Any firefighter who, while in the performance of assigned duties, sustains an injury which prohibits the performance of regular duties for a period of forty-two (42) hours or less shall receive full regular pay for such a period of absence from employment occasioned by said injury. The City Manager shall extend full pay benefits beyond forty-two (42) hours to provide compensation in the case of extra-hazardous injuries, as defined in Section 2 below.

In the event that the firefighter receives payment from the insurance carrier and is granted a full pay benefit from the City, the City shall pay the amount over and above the amount paid by the insurance carrier as would equal regular full-time pay for said firefighter. The firefighter, as a condition of employment, is obligated to turn over to the City any payments made by the insurance carrier to the firefighter for the compensable period in which the City made the total regular wage payment to the firefighter. Immediately after the occupational injury or illness, the firefighter is required to report to his/her supervising officer or to the Fire Chief and ensure that a City of Brewer Occupational Illness and Injury Report is completed within twenty-four (24) hours of the occupational injury or illness. The firefighter may be required to verify the illness by a doctor's certificate presented to the City.

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

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

Section 3. The City reserves the right to grant such pay differential in cases not described above on a case-by-case basis, with no individual award being used as precedent in any other instance. This Article is subject to grievance procedure in accordance with Article 20.

Section 4. The City shall, in consultation with its Unions and firefighters, designate a health care provider from whom firefighters shall first seek treatment in the case of on-the-job illness during the first ten (10) days from the inception of health care under 39-A M.R.S.A. ' 206.

ARTICLE 29

PHYSICAL CONDITIONING AND EXAMINATIONS

Section 1. Physical Conditioning Program. In recognition of the importance of physical fitness in the general health and well-being of firemen and in consideration of the relationship between good health and effective, efficient fire service, the following physical fitness program is instituted.

In order to determine the physical condition of individual firefighters for the purpose of undertaking a conditioning program, all members of the Department covered by this Agreement will be required to take a "baseline" physical examination. Said examination shall be provided by a physician to be chosen by the City and shall include cardiopulmonary testing. In the event that the City agrees to allow the use of the firefighter's physician, the cost of said examination shall not exceed \$100 exclusive of cardiopulmonary testing. The results of the examination shall be provided to the Fire Chief on a form provided by the City.

Section 2. "Maintenance" Physical Examinations. In order to effectively monitor the progress of the firefighter's conditioning efforts, all firefighters are strongly encouraged to take a "maintenance" physical examination bi-annually, at the City's expense. Said examination shall be provided by a physician to be chosen by the City. In the event that the City agrees to allow

the use of the firefighter's physician, the cost of said examination shall not exceed \$100. The results of said examination shall be provided to the Fire Chief on a form provided by the City.

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

The firefighter shall have a period of sixty days to complete all evaluations. If after two timely physician's evaluations the firefighter is still unable to obtain the required certification for SCBA use, the firefighter shall not perform duties as a firefighter. If other work is not assigned a firefighter, available sick leave may be used. In addition, if a firefighter needs time for treatment, rehabilitation, and/or recuperation, the firefighter may also draw upon available sick leave to the extent such absence is not covered by workers' compensation benefits.

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

Section 4. Drug Testing.

(a) Policy. The City and the Union recognize that illegal drug use and the use of alcohol on duty or in close proximity to working hours poses a serious threat to the public safety and welfare, the safety, welfare and health of all department personnel and the integrity and reputation of the Fire Department. It is the goal of this policy to eliminate and absolve illegal drug usage through education and rehabilitation of the affected personnel.

(b) Informing Firefighters. Firefighters will be provided with information concerning the effect of the use of drugs and alcohol on job performance and shall be fully informed of the Fire Department's Drug and Alcohol Testing policy, how the tests are conducted, what the test can determine and the consequences of testing positive.

(c) Firefighter Testing. Firefighters shall not be subject to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. However, on-duty firefighters, who are involved in an accident while driving a City vehicle, may

be tested to determine their fitness for duty at the time of said accident. In the event that a complaint is received alleging that an on-duty firefighter's work performance is impaired due to drug or alcohol abuse, the Chief may ask the firefighter to voluntarily submit to being tested. The City will be required to keep the results of all drug and alcohol tests confidential and these results may only be released to the public with the written consent of the affected firefighter.

(d) Sample Collection. The collection and testing of samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory shall be one that is certified by the National Institute of Drug Abuse (NIDA), and all sample collection, chain of custody procedures and testing will be conducted as per NIDA Standards.

(e) Laboratory Results. Positive test results must be competently reviewed by a physician. This action shall include conducting a medical interview with the affected firefighter, review of the firefighter's medical history and review of any other relevant biomedical factors to determine if the positive tests could have resulted from legally prescribed medication or other legitimate causes.

(f) Testing Program Costs. The City shall pay for all costs involving drug and alcohol testing as well as the expenses involved in a physician's review of test results. The City shall also reimburse each firefighter for time and expenses incurred in being tested.

(g) Rehabilitation Program. Any firefighter who is determined to have tested positive for illegal drugs or alcohol shall be medically evaluated, counseled and treated for rehabilitation. Subsequent positive testing would be subject to disciplinary measures.

(h) Right to Appeal. The firefighter has the right to challenge the results of the drug or alcohol tests and any discipline imposed through the grievance/arbitration procedures of this Agreement.

(i) Union Held Harmless. This drug and alcohol testing program was initiated at the request of the City. The City assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions, application and/or violation of any worker rights arising from said program.

ARTICLE 30

TUITION AND SEMINAR REIMBURSEMENT

Firefighters who elect to attend a seminar course may be reimbursed for certain costs incurred under the following conditions:

Reimbursement shall be limited to the cost of tuition, required books and required course fees.

The seminar must not be part of a degree program which could lead to higher pay (i.e., college course or EMT are excluded).

For seminar to be reimbursed, they must be presented to and approved by the Fire Chief at least thirty (30) days prior to the seminar.

Approval for cost reimbursement shall be conditioned upon an adequate amount being budgeted for this line item, the number of firefighters wishing to take advantage of reimbursement, and the equitable distribution of available reimbursement amounts among firefighters making such requests.

Actual reimbursement shall be made upon presentation of evidence of payment of such costs.

The City may provide an appropriate City vehicle for transportation to and from an approved seminar. In other cases, the City shall pay for mileage.

Firefighters will not take college classes during shifts except for practicum related to EMS licensure.

The total amount of tuition and seminar reimbursements shall be allowed up to the limit of the budgeted line item for Firefighter education in the Fire Department budget. The Chief shall allocate these resources in accordance with the needs of the Department among the Firefighters who are interested and in such a way that funding can last throughout the fiscal year.

ARTICLE 31 DURATION


Except as otherwise herein provided, this Agreement shall go into effect on upon signing and shall continue in full force and effect until midnight June 30, 2027. The execution of this Agreement shall serve as the required 120-day notice to negotiate a successor Agreement in accordance with 26 M.R.S.A. § 965(1). After expiration of this Agreement, and provided a successor Agreement has not been agreed to, this Agreement shall continue in effect during negotiations, provided, however, that the City shall retain the right to implement its last, best and final offer upon impasse after good faith negotiations in accordance with State law.

The parties have hereby caused their names to be subscribed by their duly authorized representatives on August 20, 2024.

Local 2162, International
Association of Firefighters,
AFL-CIO

By 

City of Brewer

By 
City Manager

SCHEDULE A
DISCIPLINARY RULES

The following shall constitute just cause for discharge or other discipline:

1. Drinking alcoholic beverages in, or being under the influence of alcohol in, the public safety building, or reporting for duty under the influence of alcohol, or drinking alcoholic beverages or being under the influence of alcohol, while on duty.
2. Dishonesty.
3. Unauthorized use of narcotics in the public safety building or reporting for duty under the influence of narcotics or unauthorized use of narcotics or being under the influence of narcotics, while on duty.
4. Immoral acts while on duty or continued use of vulgar, obscene or indecent language while on duty.
5. Negligence in the performance of duty, unsatisfactory duty or incompetence.
6. Insubordination, or failure or refusal to perform duty assigned.
7. Unauthorized absence from duty or duty station.
8. Willful or careless disregard for safety rules and regulations.
9. Willful damage to City property or reputation or to the property of another firefighter.
10. Falsification of employment application.
11. Falsification of the time records or signing another firefighter's name to time records or making a time entry on any other firefighter's time records without permission of shift supervisor.

{EP

SCHEDULE B
Brewer Firefighter
42-hour work shift

A Shift

Capt. Dore
Cobb
Pelotte
Metcalf

B Shift

Capt. Mullen
Thibodeau
Kenney
Chasse
Emery

Capt. Randall

Doughty
Merrill
Larrabee

D Shift

Capt. Cummings
Reaviel
Antworth
Maheux

8 Week Cycle

| | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|---|--------|---------|-----------|----------|--------|----------|--------|
| 1 | A | B | A | B | | D | |
| 2 | D | A | B | A | B | | D |
| 3 | | D | A | B | A | B | |
| 4 | D | | D | A | B | A | B |
| 5 | | D | | D | A | B | A |
| 6 | B | | D | | D | A | B |
| 7 | A | B | C | D | | D | A |
| 8 | B | A | B | | D | | D |

SCHEDULE C

See Attached Log.