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FIREFIGHTERS

JULY 1, 2020–JUNE 30, 2021

**AGREEMENT BETWEEN THE CITY OF GARDINER
AND LOCAL 2303 OF THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS
AFL-CIO**

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**AGREEMENT BETWEEN THE CITY OF GARDINER
AND LOCAL 2303 OF THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS
AFL-CIO**

This agreement is entered into by the City of Gardiner, hereinafter referred to as the Employer or the City, and Local 2303 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the Union.

The Parties agree as follows:

ARTICLE 1 - RECOGNITION

Section 1. The City recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit which comprises permanent employees of the Fire Department holding the positions of Firefighter/Paramedic or Advanced EMT, Captain, and Lieutenant for the purposes of collective bargaining and entering into agreements relative to wages, hours of work and working conditions.

Section 2. The Union recognizes that this agreement shall be effective to the extent it is consistent with the rights conferred upon the City by the City Charter, and the Municipal Public Employees Relations Laws, Chapter 424, Public Laws, 1969.

Section 3. The City will provide the Union with one (1) copy per member plus one (1) extra of this Agreement within thirty (30) days after the signing of this agreement. The City upon employment will issue new employees a copy of this agreement.

ARTICLE 2 - UNION SECURITY

Section 1. Within thirty (30) days following the execution of this Agreement, all employees covered by the Agreement and who are not members of IAFF shall be provided and required to choose from the options of membership in IAFF, the payment to IAFF of a service fee equal to eighty percent (80%) of IAFF dues as a contribution towards the costs of collective bargaining, contract administration and the adjustment of grievances or exclusion from both. Any employee thereafter who is or becomes covered by the Agreement and is not a member of IAFF shall be provided and required to choose from such options within thirty (30) days after such conditions are met. A failure to choose membership or the eighty percent (80%) service fee options shall constitute a choice of exclusion from both.

Any Employee choosing either the option of membership in IAFF or the option of payment of the eighty percent (80%) service fee shall be required to sign a written payroll deduction authorization form authorizing deduction from his or her pay of the membership dues or service fee from the thirtieth (30th) day following execution of the Agreement or the day thereafter the employee becomes covered by the Agreement and such written authorization shall be irrevocable for the term of this Agreement.

Any employee choosing exclusion from both the membership and the eighty (80%) service fee options shall be bound by such choice for the term of the Agreement and shall be entitled to the services of IAFF under the Agreement only upon payment to IAFF of reasonable fees, including reasonable fees for employee representative services and attorneys' fees, and costs and expenses, including arbitrators' fees and expenses, incurred by IAFF. The current schedule of IAFF fees is attached to this Agreement for informational purposes.

Any such employee complying with these conditions shall be entitled to IAFF services under the Agreement only on the same basis and under the same terms as IAFF members and employees paying the eighty percent (80%) service fee.

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IAFF shall indemnify, defend and hold the City harmless against all claims and suits which may arise as a result of action taken pursuant to this Article.

SERVICE FEE SCHEDULE:

- Attorney fees: \$100.00 per hour
- Employee Representative Fees: \$50.00 per hour
- Research fees: \$50.00 per hour

All fees are charges on the basis of minimum 15 minute periods.

ARTICLE 3 - CHECKOFF

Section 1. Upon the written authorization by an employee, the City agrees to deduct from the wages of each employee Union membership dues on a weekly basis, and deliver the same to the Union Treasurer on a monthly basis. If any employee does not have a check coming to him, or the check is not large enough to satisfy the assignments, no collection shall be made from the employee that week.

ARTICLE 4 - PROBATIONARY PERIOD

Section 1. All new employees shall serve a probationary period of six months. The probationary period shall comprise an "at will" employment term during which the employee shall have no seniority rights and no access to the grievance rights and procedures of this Agreement. All new employees shall be fully informed of their probationary status and of the City's right to terminate their employment without cause during the term of probation. All employees who have served the six-month probationary term shall be classified as regular employees and the probationary period shall be considered as part of that employee's seniority time.

Section 2 - Within twenty-four (24) months of the date of appointment, all new employees of the department hired after December 1, 2016 shall, as a condition of employment, have attained a Maine Paramedic license, maintain said license and perform the duties associated with Paramedic licensure level. The provisions identified in Article 25 shall apply to this article.

Achieving and maintaining of such licensure level required by this Article shall constitute a condition of employment and failure to achieve such required licensure shall be considered just cause for dismissal. Employees failing to maintain such licensure level required by this Article shall be terminated.

The City agrees that should the required courses for Paramedic level training for new employees required by this contract not be available, that adequate time shall be made available to employees to complete said training for certification and licensure.

ARTICLE 5 - SENIORITY

Section 1. A seniority list shall be established listing all the employees covered by this agreement, with employee with the greatest seniority listed first. Seniority shall be based on the employee's date of hire. The list will be made available and made part of this agreement at the signing of this agreement.

Section 2. Seniority shall be a major governing factor in all matters affecting promotion, transfer, reduction in work force, recall and vacation preference provided the employees are equally qualified. Work shift assignment shall be made to ensure that each shift is properly staffed with staff members who have the appropriate levels of licensure. When license level is not an issue, seniority shall be the major contributing factor governing work shift assignment.

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Section 3. Any rehired Gardiner firefighter who has already served the probationary period shall not be required to serve another probationary period. Nevertheless, all prior seniority rights shall be lost upon rehiring. The City Council, through its City Manager, subject to Union approval, may grant a leave of absence, without pay, to any employee without loss of that employee's seniority rights.

ARTICLE 6 – SCHEDULED AND UN-SCHEDULED VACANCIES

Section 1. Filling of Shift Vacancies. On all scheduled vacancies (vacations, comp and extended leaves of sickness).

Definitions:

Scheduled vacancy – Any vacation, comp, training or extended leaves of sickness that occur with 8 or more days' notice.

Unscheduled vacancy – Any vacancy, including but not limited to vacation, comp, sick or training that occurs after the posting for scheduled vacancies has been completed and occur with less than 6 days' notice.

Day – A day is considered a 24-hour period

Filling a scheduled vacancy: When an overtime shift(s) must be filled due to a scheduled vacancy the overtime shift(s) will be posted by 10:00am (barring any unforeseen circumstances) on the first four (4) days of each month, no more than sixty (60) days in advance. The available overtime will remain posted for a period of eight (8) days. This shall allow any eligible fire department employees interested in working the vacancy the opportunity to sign up for the shift. On the eighth day the vacancy will be filled from the overtime roster with the first person on the list having their option of 24 hours or 12 hours and such shall be indicated when signing up for the vacancy. Once the shift has been awarded, it is the assigned employee's responsibility to ensure it is covered. If no one volunteers for the shift, it will be assigned in accordance with the overtime order in list.

When vacancies occur after the monthly schedule vacancies are filled but where there is at least 5 days' notice prior to the overtime, the vacancy will be posted for 5 days and filled from the overtime roster.

E.g.: Overtime will be posted on February 1 (C shift, February 2 (A Shift) and February 3 (B Shift) for scheduled overtime for the month of March. On March 1st, 2nd and 3rd scheduled vacancies will be posted for April and so on.

Filling an unscheduled vacancy: If the vacancy occurs with less than 5 days' notice employees will be notified of the vacancy by toning a 410, and using the computer paging system. The first eligible person on the list shall be awarded the remaining hours of the shift.

Whenever someone calls in sick, the shift officer shall call by phone the personnel who could possibly be available for the overtime, eliminating the 30-minute wait.

Ordering in to fill vacant shifts will be for no more than 12 hours for each time ordered in.

When taking time off in blocks of (2) two or more consecutive shifts, personnel will indicate by posting and initialing on the calendar "N/A or not available" dates they will not be available for overtime and ordering- ins.

THE FOLLOWING GUIDELINES WILL BE USED WHEN TRANSMITTING A "410".

1. The station base radio and computer paging system shall be used to transmit all "410".
2. Personnel shall be allowed 30 minutes from time of the "410" transmission to call the station and put your name on the overtime list. The person holding the highest position on the overtime job roster will be called back as soon as possible and awarded the overtime.

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3. The shift officer or acting officer may ask person to person if interested in overtime.
4. Personnel must identify a call back number when putting their name on the overtime list.
5. If after one half hour, no one volunteers for overtime, the officer or acting officer shall go to the "order-in-list" and fill the vacancy.
6. If working a swap, personnel shall be considered not available if working that same time period as the vacant position.
7. Personnel attending school or class paid for by the City shall not be eligible for the overtime.
8. Vacancies shall be filled as they occur.
9. Only the person accepting the overtime shall be rotated to the bottom of the list.
10. Any person may refuse any and all voluntary overtime and not be rotated on the list.
11. The person being ordered in shall not be rotated on the voluntary overtime roster.
12. In the event you are ordered in, you may try on your own to replace yourself; however, you and the person replacing you will not have been considered "ordered in" and your replacement will be rotated on the overtime list.

NOTE: Captains and acting captains are responsible for filling vacant shifts in advance on their own shifts.

"SECOND ROTATING ROSTERS"

The intent of the "second rotating rosters" is to be used to fill vacancies of no less than (2) two hours and no more than (8) eight hours of time. The person(s) who works the vacancy will have their name rotated to the bottom of this list without affecting their order on the regular overtime roster of (8) eight hours and above.

At no time is this second rotating list to be used to call back persons to cover rescue/fire calls.

ARTICLE 7 - VACANCIES AND PROMOTIONS

Section 1. When a vacancy occurs in any position within the bargaining unit, which is an appointment of the Fire Chief, it shall be posted for a period of ten days to give each member in the next lower classification an equal opportunity to apply for the vacancy.

ARTICLE 8 - PERSONNEL REDUCTION

Section 1. In the event that the City decided to reduce the personnel of the Fire Department, the employee(s) with the least amount of seniority shall be laid off first. No new employee shall be hired until all laid off employees have been given an opportunity to return to work.

ARTICLE 9 - WAGES

Section 1. Appendix A shall be the schedule of wages payable weekly to the employees of the Fire Department covered by this agreement.

Section 2. In addition to the wages enumerated in Appendix A of this agreement, the City will pay the following amounts per week upon proof of current licensure by the State of Maine for the level indicated:

Advanced EMT/\$42.00

Paramedic/\$82.00

Section 3. In addition to the above, the City will pay ten percent (10%) to the shift Captains and five percent (5%) to the Lieutenants.

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ARTICLE 10 - HOURS OF WORK

Section 1. The regular hours of work each day will be consecutive, 24 hours on and 72 hours off.

Section 2. The tour of duty for employees holding the position of Captain, Lieutenant, and Firefighter/EMS shall consist of not more than 168 hours in 28 consecutive days (42-hours average week). Each of the scheduled 24-hour shifts shall be interrupted by at least three 24-hour days, except when there is a change of duty shift for a firefighter. In the event of a shift change that results in a disruption that lessens the 24-on/72-off schedule, affected employees shall be paid at an overtime rate consistent with Section 4 of this Article. The regular tour of duty shall be from 0700 hours to 0700 hours each day.

Section 3. If reduction in hours is brought about by State and Federal legislation during the term of this contract, the City and the employees covered by this bargaining unit agree to renegotiate Sections 1, 2 and 4 of this Article 6.

Section 4. Overtime pay for employees holding the position of Captain, Lieutenant, and Firefighter/EMS shall be at the rate of time-and-one-half of the employee's hourly rate for all hours worked in excess of 168 hours in a 28 consecutive day period (42-hour average week). The hourly overtime rate shall be computed by dividing the employee's weekly pay by 42 and multiplying that quotient by one-and-one-half.

Section 5. In the event that a Fire Department employee covered by this Agreement is recalled to duty because of any emergency, the employee shall be paid the overtime rate or comp time at time and a half for actual time worked, but not less than the pay for three (3) hours overtime for rescue calls and four (4) hours overtime for Fire calls.

Section 6. Any firefighter called to work overtime for the manning of Fire Department apparatus and ambulance-rescue vehicles shall be taken from an overtime job roster, posted at fire headquarters. Firefighters called for overtime work shall be called in the order they hold on the overtime job roster. At no time shall any shift be without a Captain or Lieutenant on duty. Any firefighter may refuse any and all overtime work except that of any emergency nature as defined by the Chief or his designee.

Section 7. In the event of a shift vacancy for which no firefighter volunteers to work, the Chief or his designee may order firefighters back to work in rotating order, starting with the least senior firefighter. The first firefighter on the callback rotating roster contacted will be required to report for work provided that the person is not already scheduled to work the same time period. The City will have fulfilled its requirement to contact the least senior person on the callback rotating roster by telephoning that person's home, cell phone or the phone number provided by the employee.

ARTICLE 11 - ANNUAL LEAVE

Section 1. Each employee subject to this contract, except as provided in Section 1A, shall earn vacation with pay on the following basis: Ten (10) hours shall be earned for each completed full month of service during the first six (6) years of service with the City. Thereafter, provided the last six (6) years of service have been continuous, vacation shall be earned on the following basis: for each completed full month of service with the City, fifteen (15) hours shall be earned until fifteen (15) years have been completed; then twenty (20) hours per month shall be earned until twenty (20) years have been completed; thereafter, twenty-five (25) hours shall be earned for each completed full month of service.

Employees with less than six years continuous City employment will be allowed to accumulate up to 5 days of vacation; employees with more than six years' continuous service, but less than 15 years, 7.5 days; and employees with more than 15 years continuous service, but less than 20 years, 12.5 days; and employees with more than 20 years, 15 days. One work day shall consist of twenty-four hours. Vacation time shall be taken in blocks of at least twelve hours.

Section 2. Vacations shall be granted during the calendar year. Selection for the vacation period shall be based on seniority, with the employee having the most seniority afforded first selection of vacation leave. A maximum of two (2)

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employees may be off concurrently provided the department is fully staffed. During times when the department is not fully staffed only one (1) employee may take earned time off unless another employee is available to work without being ordered in. Any employee upon request shall be told the amount of their accumulated vacation leave. Employees are required to request vacation time at least ten (10) days in advance.

Section 3. Employees shall be eligible to request a "cash out" of some of their accrued vacation time. An employee wishing to do so must make a request to the Fire Chief, who will approve or deny the request in whole or in part based on the Fire Chief's determination of the need for the employee to take vacation time, as well as available funding. Employees approved for a "cash out" shall be paid at their regular rate of pay for up to one half of their annual accrued vacation (maximum of two weeks).

ARTICLE 12 - INSURANCE

Section 1. The City of Gardiner shall provide to its employees Worker's Compensation coverage.

Section 2. In the event that a member of the bargaining unit is incapacitated from duty because of any injury sustained in the performance of their duty, the City shall pay them the difference between Worker's Compensation payments based on 100% disability and their regular rate of pay for up to one year from the date of injury or until such time as they have been accepted for disability retirement under Maine Public Employees Retirement System (MePERS) or decreed, determined or classified to be permanently, totally or partially disabled by the Worker's Compensation Commission or insurance carrier of the City. After one year from the date of injury the employee may use "Banked" or regular sick leave to make up the difference between Worker's Compensation payments based on 100% disability and their regular rate of pay until one of the above mentioned events occurs or until accumulated sick leave is exhausted, after which the City need not make any further supplementary payments.

Section 3. The City shall maintain a group medical, major medical and hospital insurance policy. Coverage shall be Maine Municipal Employees Health Trust (MMEHT) PPO2500 Plan with the Health Reimbursement Account (HRA) at the level described in paragraph two, or a substantial equivalent. Effective May 1, 2012: employees electing the single plan coverage shall pay ten percent (10%) of the premium and the city shall pay the remaining ninety percent (90%). For those employees electing dependent coverage, the City shall pay one hundred percent of the cost for the employee and sixty-five percent (65%) of the additional cost of any level of dependent health insurance coverage selected by the employee. The employee shall pay the remaining thirty-five percent (35%) of the premiums for the dependent coverage. The maximum out-of-pocket expense for in network services under the PPO-2500 plan is set by MMEHT per calendar year. Through a health reimbursement arrangement (HRA) administered by a company of the City's choosing, the City will reimburse employees for the maximum out-of-pocket, in network, expenses paid by the employee up to the maximum per calendar year.

Section 4. The City agrees to pay for repair or replacement of an employees' eyeglasses and/or dentures when damaged in the line of duty. The City will reimburse up to \$50.00 for the repair or replacement of personal items lost or damaged in the line of duty. Lost items will be reimbursed solely at the Chief's discretion. All claims shall be made to the Chief of the department.

Section 5. Any employee who has comparable group health insurance coverage may opt out of the City's health insurance program. Employees electing this insurance buyout will receive a monthly stipend of \$332.50 in lieu of taking the coverage.

ARTICLE 13 – RETIREMENT

Section 1. The City requires that all permanent, full-time employees participate in the Maine Public Employees Retirement System (MePERS). This retirement plan provides two-thirds of the employee's average final compensation if the employee works under the plan for 25 years. The employee will also receive an additional 2% of average final compensation for each year worked over 25. Participants are vested after 5 years in the plan.

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In addition to the retirement pension, there are survivor's benefits, disability benefits, death benefits and military benefits.

The plan provides for retiree Cost-of-Living-Adjustments (COLA's) and are calculated annually (by MePERS Board of Trustees), based on the Consumer Price Index for All Urban Consumers (CPI-U) as of the end of each fiscal year ending June 30. All provisions of the plan are established by the MePERS and may be changed.

Section 2. Employees hired after 7/1/17, who have had 25 years of continuous service with the Gardiner Fire Department will be eligible for a one-time bonus in the amount \$10,000 upon their retirement or separation of employment in good standing.

ARTICLE 14 - UNIFORMS AND PROTECTIVE CLOTHING

Section 1. If any employee is required by the employer to wear uniform, protective clothing, or any type of protective device as a condition of employment, the employer shall furnish such uniform, protective clothing or protective device to the employee, at the time of employment. It is understood that all such uniforms and equipment shall remain the property of the City of Gardiner. All employees will be provided with PPE that meets current OSHA and NFPA Standards as required by the State of Maine.

Section 2. Each employee, at the time of employment will be provided two (2) ¼ Zip heavy sweat shirts (aka Job shirt or Game Shirt), three (3) Polo shirts, one (1) class B short sleeve shirt, one (1) class B long sleeve shirt, three (3) pairs of pants, one (1) pair of shoes and one (1) pair of insulated leather boots at least eight (8) inches high.

On July 1st of each year the City will establish an account for each non-probationary employee containing four hundred dollars (\$400.00) , for the purchase of new and replacement uniforms and equipment. Money left in the account at the end of each fiscal year reverts to the City. Uniforms damaged in the line of duty will be replaced by the City outside the clothing allowance per the discretion of the Fire Chief. All items provided are and remain the property of the City.

Section 3. Uniform laundering will be done in-house by the employees, except in cases of blood-borne pathogens and contamination. The City will supply laundry soap and fabric softener and pay for any laundering services as outlined above.

Section 4. The employee agrees that this apparel will only be worn or used while the employee is in the service of the City, and that all such apparel is, and remains, the property of the City. Upon request of an employee, the Chief may, at his sole discretion, repair or replace any uniform or equipment item issued, due to loss or damage in the line of duty.

ARTICLE 15 - MANAGEMENT RIGHTS/EMPLOYEE RIGHTS

Section 1. The City retains all rights and authority to manage and direct its employees and to determine work shift assignments, except as otherwise specifically provided in this agreement. The City may adopt rules and regulations for the operation of the department and the conduct of its employees, provided such rules do not conflict with any provision of this agreement. The City shall furnish each employee a copy of all existing work rules and update same yearly for distribution to all employees, no later than February of each year. It will be the responsibility of the employee to daily read the bulletin board or memos of working rules.

Section 2. The City agrees to furnish each employee, in writing, the policy regarding fire alarms and rescue calls, stipulating which pieces of apparatus are to respond in any given situation, when the apparatus is to respond, and the specified areas within and without the City. In lieu of a written policy stating the above, the City agrees to furnish a policy, in writing, which states, in effect, that the disbursement of the fire apparatus for any given situation of a fire alarm or rescue call will be left to the discretion of the officers on duty at the time. Any changes in the policy will be given to each employee, in writing, at least five (5) days prior to its effective date.

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Section 3. When an employee is placed on paid leave in circumstances where they have been charged with and/or convicted of a felony under criminal law, behavior including off duty behavior, or conviction of a misdemeanor which causes or has the potential for discredit to the department and/or of eroding the public's confidence in the City, its employees and its services – the City will pay them by using their existing vacation, sick, and compensatory time. Once this time is exhausted, the City will continue paying the employee until a decision is made to have the employee return to work or be separated from employment. If the employee is cleared to return to work, the sick, vacation, and compensatory time shall be replenished. If the employee is terminated, they will not have any time on the books to cash out. While on paid leave employees shall not accrue vacation and sick time. Nothing in this clause shall prohibit the City from terminating an employee charged with a crime or pursuing other disciplinary means.

Section 4. PROGRESSIVE DISCIPLINE

Depending on the nature and circumstances of an incident, discipline will normally be progressive and bear reasonable relationship to the violation. A serious or major performance or behavior deficiency may result in more severe disciplinary action and may not necessarily be preceded by less severe forms of disciplinary action. The types of discipline that may occur are as follows in general order of increasing formality and seriousness. All disciplinary action must be for just cause.

Counseling

Counseling is a discussion to explain an actual performance deficiency and emphasizing expected standards. Supervisors and/or department heads shall make every attempt not to ignore minor deficiencies, but rather to correct them. Sometimes the employee may need further training or they may not know the proper procedure. One purpose of counseling is to determine what corrective measures can be taken to improve employee performance. Counseling shall be documented by the supervisor and/or department head and placed in the employee's personnel file.

Verbal Warning

A verbal warning is a verbal statement by the supervisor and/or department head to an employee, usually detailing an unsatisfactory element of job performance and is intended to be corrective or cautionary. A verbal reprimand defines the area of needed improvement, and informs the employee that failure to improve may result in more serious actions. Verbal warnings shall be documented in writing by the supervisor and/or department head and placed in the employee's personnel file.

Written Reprimand

A written reprimand shall be issued by the department head. The written reprimand shall contain a statement of the cause for the action, improvement or corrective action required of the employee, time frames for such action, and possible results of the employee's failure to comply. An employee receiving a written reprimand may respond to that action and a copy of the response shall be attached to the reprimand. A copy of which shall be signed by both the employee and the Human Resource Director for placement in the employee's personnel file. More than one written warning may be given. If the warning is the final warning before the next disciplinary step, that warning will state that it is the "Final Written Warning." A first Written Warning may also be a Final Written Warning depending on the severity of the performance or behavior issue.

If the employee refuses to sign the written warning, then the department head and one other witness shall note on the warning that the employee received a copy thereof and refused to sign it.

Temporary Relief from Duty

Under certain circumstances, it may be necessary to restrict an employee immediately from performing duties at the work site. The circumstances usually involve potential danger to the employee, co-workers, or the public, or the employee's inability to perform assigned duties satisfactorily. Because of the need for immediate action, the decision to relieve an employee from duty is typically the responsibility of the supervisor or department head. In these situations the following procedure is to be followed:

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1. As soon as possible, the supervisor or department head taking the action to relieve from duty an employee will prepare a written statement of the action taken and the reasons for such action.
2. The department head will prepare, together with the supervisor, the statement of charges and document any supporting evidence.
3. The department head and Human Resource Director will review all evidence to determine disciplinary direction.

Suspension

A suspension is the temporary removal of an employee from duty generally without pay. Suspension shall be used when all other means have been tried without success and it is believed that suspension will bring about the required improvement in the employee's behavior or performance, or when the cause is sufficiently serious to warrant such action independent of other disciplinary means. A department head may recommend the suspension of an employee after carefully reviewing all facts and reviewing same with the Human Resource Director. Employees will be provided a letter of suspension, which will (a) state the effective date; (b) length of duration; (c) reasons for action, including a statement of the particular facts which evidence each performance deficiency and identification of each performance deficiency; (d) a list of exhibits and witnesses supporting the statement of facts; (e) a notice of the employee of their rights to appeal the action. In no event will the use of paid time be allowed during a period of suspension without pay. Should a paid holiday occur during a period of suspension without pay, the suspension period will be extended by the number of holidays occurring during the suspension period.

Disciplinary Demotions

Under circumstances of demotion for disciplinary reasons, an employee may be reallocated from a present job within the department to one having lower responsibilities, skill requirements, performance standards, and rate of pay upon recommendation of supervisory personnel and/or the department head. The decision to demote an employee shall be the City Manager's. A copy of such written notice will be given to the affected employee and the Human Resource Director for placement in the employee's personnel file.

Removal/Discharge from Employment

An employee may be removed or discharged from employment with the City when the employee's work or misconduct warrants, after the employee receives cause, notice and hearing where the employee will be permitted to present evidence that they should not be removed or discharged. If the City is contemplating removal or discharge, the employee will receive a notice statement the cause for such a decision and setting a hearing date no later than 72 hours prior to the hearing. If, following the hearing, the City elects to remove or discharge the employee, the employee will be provided a letter of discharge, which will (a) state the effective date; (b) reasons for action, including a statement of the particular facts which evidence the reason(s) for discharge; and (c) a notice to the employee of their rights to appeal the action.

Initiating Discipline: Consideration and Notice

Disciplinary notice to employees should, as a general rule, contain the following information:

- A. A statement of the disciplinary action to be taken and its effective date.
- B. A statement of the reason(s) for imposing the discipline and the nature of the violation.
- C. Attachment of any supporting material or evidence where appropriate.

Service of disciplinary notice will be deemed to have been made upon personal presentation or by certified mail addressed to the employee's last known address on file.

Section 4. Any employee receiving a written warning shall have the warning removed from their personnel file by the City after 18 months, providing no other disciplinary action has been taken during the period. If further action has been taken, the eighteen (18) month period shall start over.

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Any employee receiving a verbal warning shall have the warning removed from their personnel file by the City after 12 months, providing no other disciplinary action has been taken during the period. If further action has been taken, the twelve (12) month period shall start over.

ARTICLE 16 - HOLIDAYS

Section 1. Comp time will be granted to all firefighters that work all or any part of the identified holiday. Comp hours awarded will be limited to the actual number of hours worked on the identified holidays. The additional hours shall be accumulated as holiday comp time.

New Year's Day
Veterans Day
Martin Luther King Day
Thanksgiving

Labor Day
Patriots Day
Columbus Day
Christmas Day

Memorial Day
Presidents Day
Independence Day

Section 2. If an employee chooses to take compensatory time off, they may do so, provided they notify the Fire Chief or designee of his preference. Compensatory time may be taken off with prior approval of the Chief or designee; said approval shall not be unreasonably denied. Compensatory time shall be limited to a maximum of 96 hours on the books at any one time. The minimum number of hours that may be taken off as comp time is two (2) hours. Any comp time hours above 96 will automatically be paid out at the straight time rate for the individual employee.

ARTICLE 17 - PAID LEAVES

Section 1. Employees shall be allowed one working day of sick leave for each month of their active service and may be accumulated to a maximum of 120 days. Employees will be paid for one half (1/2) of any sick days earned over 120 days. These payments shall be the last payroll in June and the last payroll in December. Sick leave for the current month will be granted after the employee has been compensated for at least one-half of that month. Any employee, upon request, will be told the amount of accumulated sick leave.

The Union will not condone repeated absences from work of any employee without just cause. Employees not expecting to work because of emergencies or other justifiable causes, must notify their respective superior officer one (1) hour before schedule time-on.

Section 2. When an employee's employment with the City terminates as a result of, layoff, voluntary separation, retirement or death, the employee shall be paid for unused sick time, one half, not to exceed 60 days. Employees hired after 7/1/17 are not eligible for the sick leave pay out from the City.

Upon retirement, the employee will be paid for up to 240 hours accumulated sick leave which may be credited towards earnable compensation for determining MePERS sick benefits and will be paid one-half of any remaining sick days, not to exceed 50 days.

Section 3. In the event of death in the employee's family, spouse, parents, step-parents, children, step-children, wards, guardians, brothers, sisters, step-brothers, step-sisters, in-laws, grandparents or spouse's grandparents the employee shall be granted sufficient paid leave to allow for three consecutive days of bereavement with an additional day, if necessary. One additional shift off will be granted in the event of the death of a spouse, child or step-child. In the event of the death of an employee's Aunt, Uncle, Niece or Nephew up to 12 hours paid time off shall be allowed.

ARTICLE 18 – UNPAID LEAVE OF ABSENCE

An administrative or special leave may be granted to an employee, when approved by the City Manager, for the purpose of an injury, illness, or disability when such leave extends beyond the employee's earned sick leave time or FMLA leave and for other reasons that may be beneficial to the employee and the City.

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All such leaves shall be without pay, and the employee will not accrue benefits during the leave of absence, and shall not disrupt the normal operation of the Department and shall be specific as to their duration, with sixty (60) days being the maximum duration.

The employee is expected to return to work upon the expiration of an approved leave or to arrange for an extension of the leave with the City Manager prior to its expiration. If an employee fails to return to work upon the expiration of an approved leave, without having made prior arrangements for an extension of said leave, the employee shall be deemed to have resigned from City employment.

Leaves of absence shall be requested in writing by the employee and approved by the City Manager on such terms and conditions as are agreeable to the parties.

ARTICLE 19 - GRIEVANCE PROCEDURE

Section 1. Grievance is hereby jointly defined as any dispute or controversy that may arise under the interpretation, application, or meaning of this agreement, and shall be settled in the following manner:

Step 1. The aggrieved employee(s) shall present the grievance in writing to the Union President within thirty (30) working days from the event giving rise to the grievance. The matter shall be discussed at a meeting to be held with the effected employee(s) department head within ten (10) working days of the grievance being filed. The department head shall respond in writing within ten (10) working days from the date of the hearing with an answer on the grievance.

Step 2. If the grievance has not been settled in Step 1, the Union President, may, within ten (10) working days from the date the written response from the department head is due, appeal to the City Manager. The City Manager shall meet with the Union President, the aggrieved employee(s), and designees from the Professional Firefighters of Maine as determined by the Union President within ten (10) working days of receipt of the grievance. The City Manager shall render a decision in writing to the Union President and Business Agent within ten (10) working days of the meeting.

Step 3. If the grievance has not been settled in step 2., the union, may, file for arbitration of the issue within ten (10) working days of the date the City Manager's decision is received.

Arbitration Procedure:

An arbitrator who is selected by the parties within ten (10) working days after a notice is given shall conduct the arbitration proceeding. If the parties fail to agree upon a single arbitrator, a request shall be made to the Maine Board of Arbitration and Conciliation, or AAA. The decision to request a single arbitrator, or a panel of three arbitrators, shall be determined by the parties.

The decision of the arbitrator(s) shall be final and binding on the parties, and a decision shall be written within thirty (30) days of the hearing. Any and all expenses of the arbitrator(s) shall be shared equally by the parties. Each party shall be responsible for compensating its own representatives or witnesses.

Section 2. The employee selected to act as Union President shall be allowed to investigate and process grievances during regular working hours without loss of pay, providing, it causes no hardship on the City, and does not interfere with the employee's duties and responsibilities.

Section 3. Time limits for processing grievances may be extended by mutual consent of the parties. (The Union Business Agent and City Manager)

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Section 4. Nothing in this article shall diminish the right of any employee covered by this agreement to present their own grievance, as per Title 26, Section 967, MRSA.

Section 5. All references in this article to working days means all days Monday thru Friday, excluding holidays.

ARTICLE 20 - COURT TIME

Section 1. The employer shall pay for the time the employee is required to appear before a court as a witness on the employee's day off due to a work related case. It is also agreed that the employee will pay over to the City any witness fees paid to the employee. The employee will be paid at a rate of time and one-half.

ARTICLE 21 - ROUTINE MAINTENANCE

Section 1. Routine maintenance of vehicles, buildings and grounds will be performed during the hours of 0700 and 1700 hours. Any maintenance work performed prior to 0700 hours or subsequent to 1700 hours will be work of an emergency nature only, such as preparing equipment after a fire alarm.

Section 2. No employee covered by this Agreement shall be required to perform work on any equipment or vehicles, other than Fire Department equipment or vehicles, while the employee is on duty.

ARTICLE 22 - GENERAL PROVISIONS

Section 1. 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, or political affiliation. The Union shall share equally with the employer the responsibility for applying this provision of this agreement.

Section 2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees.

Section 3. The employer 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 employer or any employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

Section 4. The City agrees that during work hours on the employer's premises and without loss of pay, providing it impairs no hardship on the City and it is done within a period of time that will not infringe upon the employee's duties and responsibilities to the City and that the Chief is so notified, the Union steward shall be allowed to:

- Post Union notices;
- Distribute Union literature;
- Solicit Union membership during other employee's non-working time;
- Attend negotiating meetings;
- Transmit communications, authorized by the local Union or its president, to the employer or their representative;
- Consult with the employer, their representative, local Union officers, or other Union representatives from the State or National units concerning the enforcement of any provisions of this Agreement.

In addition, the employees covered by this Agreement shall be permitted to hold periodical meetings on the employer's premises and without loss of pay, providing it impairs no hardship on the City and it is done within a period of time that will not infringe upon the employee's duties and responsibilities to the City.

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Section 5. Employees must maintain a valid State of Maine driver's license.

ARTICLE 23 - BULLETIN BOARD

Section 1. The employer agrees to furnish and maintain a suitable bulletin board in the day room. The Union shall limit its postings of notices and bulletins to such board.

ARTICLE 24 - ACTIVITY ON EMPLOYER'S TIME

Section 1. All members of the bargaining unit while on a tour of duty will have the right to wash their personal vehicles so long as the washing does not interfere with their regularly assigned duties. Time limit on washing personal vehicles is on weekdays from 5 p.m. to 9 p.m. Sundays and holidays during the day after regular work is done until 9 p.m. Employees will provide their own soap.

ARTICLE 25 - PROMOTIONS

Promotional Process

The process will consist of 4 Parts:

1. Resume Submission
2. Oral Boards
3. Job Performance and Educational Review
4. Chief's Interview.

The promotional process will consist of four areas, each based on a point system to total 100. Oral board scores will be sealed and not disclosed until after the Chief's interview is completed.

The following is the point system breakdown.

Oral Boards	30 pts MAX	Annual Performance Review	20 pts MAX
Training	30 pts MAX	Chief's Interview	20 pts MAX

TRAINING:

Bachelor's Degree 5 pts Degrees must be in the field of Fire, EMS, or Public Administration

Associate's Degree 4 pts

(Each candidate can only claim points for one degree in a specific field. E.g. A candidate cannot claim the points for an Associate's degree and a Bachelor's degree in the same field)

Paramedic License 5 pts

AEMT License 3 pts

Fire Officer 1 3 pts

Fire Officer 2 4 pts

Certificate Courses 1 pt Per 6 hours Cert/Courses must be Fire or EMS Related

Seniority shall be the governing factor in the case of equal scores.

CAPTAIN:

Qualifications:

1. 5 Years' service as a firefighter/EMS provider with the Gardiner Fire Department.
2. Firefighter 1 & 2 certified

JRS

- 3. Certified Fire Officer 1 & 2 or equivalent preferred.
- 4. Previous experience as a Lieutenant with GFD and has functioned as the Acting Captain.
- 5. Licensed AEMT or higher.

LIEUTENANT:

Qualifications:

- 1. 3 Years' service as a firefighter/EMS provider with the Gardiner Fire Department.
- 2. Firefighter 1 & 2 certified
- 3. Certified Fire Officer 1 & 2 or equivalent preferred
- 4. Previous experience in the acting Lieutenant Position preferred.
- 5. Licensed AEMT of higher

ARTICLE 26 - TRAINING

Section 1. As evidenced by Article 8, Section 2 of this Agreement, the City recognizes the additional value of higher-trained personnel and encourages all employees to seek training both in the emergency medical care and firefighting areas. All courses are subject to the approval of the Fire Chief.

Section 2. Employees who wish to undertake training opportunities that directly relate to the maintenance of a higher level of emergency medical care licensure shall be reimbursed by the City for the mileage and incidental expenses they incur traveling to and from the training site, except when classes are held in the City of Gardiner. In addition, the City will directly pay tuition costs, relevant to §7, and the costs of text books and other training materials upon the rendering of an invoice by the vendor. If a class is scheduled while an employee is on-duty, the employee will be permitted to attend the class without loss of pay.

Section 3. The Union recognizes that the City makes a significant financial investment in training employees and in reimbursing at a higher rate of pay those employees who have attained a designated emergency medical care licensure level. Prior to the City agreeing to make such an expenditure, the employee shall be expected to enter into a contract with the City in which the City agrees to reimburse or pay the training expense enumerated above provided that the employee agrees to continue their employment with the City for a specified period of time. If the employee is attending training as a condition of employment as described in Article 4 Section 2 the wording in Article 4 Section 2 will act as a contract between the City and the employee. If the employee voluntarily terminates their employment with the City during the term of the contract, the employee will be required to reimburse the City for the designated expenses on a prorate basis. The expenses shall include but not be limited to the costs of any and all tuition, any and all books and associated materials, any and all overtime costs associated with the attendance of training or clinical rotations and/or the overtime paid to cover the duty shift of the employee while the employee is in class or in clinical rotations and any transportation costs that the employee has been previously reimbursed for. If the employee continues employment with the City, the contract shall expire at the completion of the designated period of time.

For approved training that has a cost of less than five hundred dollars (\$500), there will be no reimbursement required to be paid to the City. If the cost of the approved training is greater than five hundred dollars (\$500) and less than two thousand dollars (\$2,000), the employee will be required to reimburse the City if the employee voluntarily terminates employment within twelve (12) months of the completion of the training. If the cost of the training exceeds two thousand dollars (\$2,000), the employee will be required to reimburse the City if the employee voluntarily terminates employment within thirty-six (36) months of the completion of the training.

Reimbursement amount shall be calculated by dividing the total amount of the training divided by the total number of months of the reimbursement period. Payment made to the City shall be the amount of the monthly reimbursement times all the months remaining in the reimbursement period.

JRS

Example:

Total cost of education		\$10,000
Cost per month	total cost divided by 36 months	\$277.78
The employee leaves after 12 months	the cost to the employee would be 24 months X \$277.78	\$6,666.72"

Section 4. Employees who are granted permission by the City to attend a fire service, EMS, or related course of study will be reimbursed the cost of tuition and books and mileage expenses and incidental expenses after successful completion of the course. Employees will, however, be expected to enter into a continued employment contract as enumerated above.

Section 5. When an employee reaches a specific level of EMT certification, either at hire or during employment, the employee must maintain at least that level of certification throughout their employment with the City. This section is effective January 1, 1999, for employees hired after that date.

Section 6. When the City requires an employee to attend training on an off duty day, the City employee shall be paid at time and one half (1 ½) the regular rate of pay.

Section 7. The City will pay the cost of tuition for ACLS, PHTLS, PALS or PEPP and AMLS, two different classes per fiscal year. Classes shall not be considered mandatory and students will not be paid to attend classes. All classes must be approved by the Fire Chief.

Section 8: When an employee is on official City business, they will be reimbursed (up to) the per diem rates as outlined per city order. Receipts are required. Employees who use their personal vehicles for work related travel will be reimbursed on a per mile basis using the State of Maine rate. MapQuest or a similar mileage verification must accompany the mileage reimbursement request and be approved by the department director. The mileage covers all auto costs (fuel, repairs, insurance) other than parking and tolls. Receipts are required for reimbursement of parking and tolls.

ARTICLE 27 - WORKING HIGHER CLASSIFICATION

Section 1. If a Lieutenant works in the capacity of Acting Captain for a 6-hour period or more, the Lieutenant shall be paid the additional Captains rate of pay for the time so worked. When no Captain is on duty, the Lieutenant assigned to the shift shall be the Acting Captain.

Section 2. In the absence of a Lieutenant for 6 hours or more the senior qualified firefighter on their scheduled shift of duty will act in the capacity of Lieutenant. In the event no firefighter on their scheduled shift of duty meets the qualifications, the senior qualified firefighter working overtime will act in the capacity of Lieutenant.

If no qualified firefighters are on their scheduled shift of duty and overtime is necessary, the firefighter hired for the overtime must meet the minimum requirements of an acting Lieutenant. If the person next up for overtime does not meet the minimum requirements, then that firefighter will keep their place on the overtime shift and the next qualified firefighter will be offered the overtime.

The minimum qualifications for Lieutenant are defined in Article 25 of this document.

A Firefighter cannot work in the capacity of acting Captain.

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ARTICLE 28 - JOB STRESS

Section 1. The City agrees to the establishment of an employee assistance program that will, among other things, provide professional counseling services to employees affected by occupational stress.

ARTICLE 29 - PAST PRACTICES

Section 1. With respect to wages, fringes, and other financial benefits, this contract embodies all agreements, policies, and/or understandings between the parties hereto, and no payment shall be made by the City to any member of the bargaining unit nor any financial benefit enjoyed by any member of the bargaining unit at the expense of the City unless the same is specifically and explicitly set forth herein.

ARTICLE 30 - LIGHT DUTY RETURN TO WORK

The City and Local 2303, IAFF agree to this Light Duty Return-to-Work Program for firefighters. The goal of the program is: To assist the firefighter in the return to their pre-injury position with the Fire Department.

- To provide some "connectedness" of the firefighter to the Department;
- To speed the recovery process;
- To provide for meaningful work for the Department and the Firefighter;
- To make maximum use of the Firefighter's skills and abilities,
- To that end, the City has defined specific work assignments or light duty activities that will be made available to employees injured at work who are unable for period of time, as defined in this section, to perform their regular firefighting and EMS duties

No light duty assignment shall result in the transfer, displacement, or lay-off of another firefighter, nor shall any assignment be made for the purpose of demeaning, discriminating or punishing the employee for their injury, illness, or absence from work.

The individual participating in the light duty program will not count toward the minimal staffing level on duty for that shift.

The Firefighter will work the number of hours as determined by their physician, not to exceed 40 hours in a week unless by mutual agreement with the City. The actual work schedule, within a Monday -Friday workweek will be determined on a case-by-case basis. The Firefighter will not be required to work for any other department than the Fire Department, unless mutually agreed upon between the City and the Firefighter.

The employee on light duty will receive full pay and benefits as provided by all relevant provisions of the collective bargaining agreement.

In order to improve the effectiveness of the Light Duty Return to Work Program, and to fully utilize the skills and abilities of the injured firefighter, the Chief, the Captain, or acting Captain of the shift and the injured firefighter will meet at the beginning of the shift to discuss the firefighter's medical restrictions; the work that falls within the medical restrictions that need to be performed that day; the firefighter's special training, expertise or interests; and the firefighters suggestions for ways that he/she might best enhance the Department's operations while on light duty.

The firefighter may be on light duty status for a maximum of one year, or until he/she reaches maximum medical improvement, or until he/she is able to return to regular status, whichever occurs first. A firefighter's medical condition will be reviewed at least quarterly (more frequently if necessary) to determine if the firefighter is still unable to return to firefighter duties.

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The hours worked on light duty will be turned into payroll weekly in order that the worker's compensation benefit may be re-calculated. This will have no effect on the firefighter's regular wages from the City, as the firefighter will endorse the worker's compensation check over to the City as is current practice.

No firefighter will be required to perform light duty activities that are not within the employee's work capacity. If the employee and the Fire Chief are unable to reach agreement as to the employee's capacity to perform any light duty job, the Chief or his designee will submit a written light duty job description to the department designated physician for their determination that the proposed duties are within the employee's work capacity.

Light duty assignments may be filled by the firefighter who is unable to perform regular duty as a result of an off-the-job illness or injury as long as the following conditions are met:

- A. Participation is on a voluntary basis;
- B. The firefighter may elect to use accumulated sick leave to make up any difference in pay between their normal weekly pay and their pay earned through the light duty assignment.

Light duty positions will be filled first by firefighters who are unable to return to regular duty as a result of an on-the-job illness or injury.

The department will develop a list of light duty activities for the firefighter. It will be management's right as to which activity is filled by which firefighter. It shall be the responsibility of the Fire Chief or his designee to match the work capacity skills and abilities of the firefighter with the light duty activities available at the time of the injury.

ARTICLE 31 - DETECTION OF SUBSTANCE ABUSE

Section 1. The City and the bargaining unit agree that the nature of the work of the employees of the bargaining unit creates a need for the City to assure that no employee is, while in the service or representation of the City, engaged in chemical substance abuse.

Section 2. The City may, at any time, require that an employee who is in the first six months of their employment (probationary period) submit to testing of blood, breath, or urine for the purposes of detecting the presence of chemical substances including, but not limited to, alcohol, illegal substances, or prescriptive drugs.

Section 3. The City may require that a permanent employee (one who has completed their probationary period) submit to the testing described in Section 2 when there is reasonable or articulable suspicion to believe that an employee is engaged in substance abuse.

Section 4. An employee who refuses to submit to such testing shall be summarily discharged provided, however, that a regular employee so discharged shall, if reinstated by a favorable finding of a grievance proceeding pursuant to Article 16 of this Agreement or after a favorable judgment from a court of law, be compensated for all lost wages and benefits from the date of their discharge to the date of their reinstatement. The only grounds for grieving such a discharge pursuant to the provisions of Article 16 of this Agreement is that the City acted upon something less than reasonable or articulable suspicion.

Section 5. Nothing in this Article shall be construed to deny the employee any other rights or benefits they would otherwise enjoy under the law.

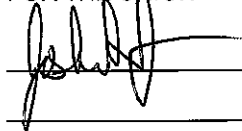
JRF

ARTICLE 32 - DURATION OF AGREEMENT

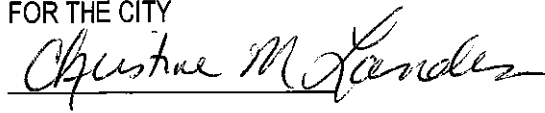
This agreement shall be in effect from July 1, 2020 through June 30, 2021, and remain in full force and effect until the next agreement is completed.

Dated this 12 day of August, 2020.

FOR THE UNION



FOR THE CITY



APPENDIX A

Fire Department								
	Base	1 year	2 years	5ears	10 years	15 years	20 years	25 years
FY20	15.03	16.17	16.55	18.29	19.26	19.52	20.51	20.87
FY21 42 Hour Workweek	17.18	18.48	18.91	20.90	22.01	22.31	23.44	23.85
FY21 3% wage adj	17.70	19.03	19.48	21.53	22.67	22.98	24.14	24.57

Seniority List

GARDINER FIRE DEPARTMENT

<u>NAME</u>	<u>RANK/EMS LEVEL</u>	<u>EFFECTIVE DATE</u>
Rick Sieberg	Captain/Paramedic	December 1, 1997
Patrick Saucier	Captain/Paramedic	September 28, 2003
Nathan Sutherburg	Captain/Paramedic	February 4, 2008
Josh Johnson	Lieutenant/Paramedic	February 5, 2008
Andrew Santheson	FF/Paramedic	November 18, 2008
Gary Hickey	FF/Advanced EMT	December 10, 2012
Jesse Thompson	FF/Paramedic	January 28, 2013
Joshua Webb	FF/Paramedic	August 5, 2013
Brandon Melanson	FF/Paramedic	November 25, 2013
Eric Davis	FF/Paramedic	September 29, 2014
Justin Lodolce	FF/Paramedic	September 14, 2015
Anthony Cataldi	FF/Paramedic	April 10, 2017
Cody Hickey	FF/Advanced EMT	October 22, 2018
Clayton Snelling	FF/Advanced EMT	June 3, 2019
Andrew Williams	FF/Advanced EMT	June 8, 2020
Damon Ross	FF/Advanced EMT	July 6, 2020