

AGREEMENT BETWEEN

CITY OF WESTBROOK

AND

TEAMSTERS LOCAL UNION NO. 340

FOR THE

WESTBROOK FIRE & RESCUE DEPARTMENT UNION



JULY 1, 2024 TO JUNE 30, 2027

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Article 1 - Recognition

The City of Westbrook hereby recognizes that Local 340, affiliated with the International Brotherhood of Teamsters, is the sole and exclusive representative of the Full-Time and Per Diem Employees of the Westbrook Fire & Rescue Department, consisting of Firefighters, Firefighter/EMS Providers, Fire Captains, Fire Lieutenants, and all Per Diem Firefighter/EMS Providers for the purpose of bargaining and contract administration pursuant to Title 26 MRSA Section 961, et seq.

All clauses contained within this Agreement pertain exclusively to Full-Time Firefighters, Firefighter/EMS Providers, Fire Captains, Fire Lieutenants and Per Diem Firefighter/EMS Providers unless explicitly stated otherwise.

Article 2 - Non-Discrimination

The City of Westbrook agrees that no employee shall, in any manner, be discriminated against, restrained, or influenced, on account of membership in the Union, by reason of his holding office therein, or by reason of being a Member of the Collective Bargaining Committee of the Union. The City agrees that the provisions of this Article shall be applied to all persons whom this Agreement covers, without discrimination. The City recognizes the right of the Union to designate Shop Stewards.

Article 3 - Protection of Property and Equipment

- A. It shall be the responsibility of any employee having custody of any City equipment or property to see that it is properly cared for, kept clean, and returned to its place of storage. Any employee believing a piece of equipment is defective shall report it to their Officer, who shall log the incident and take corrective steps to alleviate the hazard, if they and the Fire Chief determine that one exists.
- B. Any employee sustaining damage to a watch, cell phone, eyeglasses, or dentures *only* shall promptly report the loss to the Fire Chief, along with corroborating evidence that the loss occurred in the line of duty. The Fire Chief, upon sufficient proof of such loss being sustained in the line of duty, shall authorize payment to that employee in the amount of the actual loss sustained, except that a maximum of one hundred (\$100.00) dollars is hereby established for damage to watches and cell phones. Where such personal property is capable of being repaired, the City will not pay for replacement but only for the cost of repairing.
- C. Should on-duty employees require an ambulance to transport them for personal medical care, the amount paid by the employee's health care provider shall be accepted as payment in full for such services.

Article 4 - No Strike

The Union agrees there shall be no strike, slowdowns, or any unlawful interference with the management of the Fire & Rescue Department.

Article 5 - Labor Requirements

In justice and fairness to the City of Westbrook and the taxpayers, all employees shall report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties.

- A. The City and Union agree that the on-duty Full-Time and Per Diem Employees of the Westbrook Fire & Rescue Department are supervised and directed in their operations at, or during an emergency incident by the Full-Time Supervisors of the Department. The exception to this will be when a Full-Time Supervisor has not yet arrived on-scene to direct the crews, or when a Call Company Officer is directing operations, so long as they meet the requirements of NFPA 1021 and have completed NIMS 300 and 400, and a certified Incident Command course. Transfer of command shall be face-to-face, unless in extenuating circumstances.
- B. The City and Union agree that in the interest of safety, accountability, and efficient operations, the Full-Time and Per Diem Employees of the Westbrook Fire & Rescue Department are expected to perform as and will expect to be assigned as companies upon arrival at an incident scene. The past practice of operating as or being assigned as an individual on an emergency scene is not an accepted departmental practice.
- C. The City and Union agree that in the event a Deputy Chief position becomes available that the Union and Mayor shall meet to discuss the process of filling said position prior to the position being filled.

Article 6 - Seniority

- A. The City shall establish two separate seniority lists for the Members of the Bargaining Unit, one list for the Full-Time Employees and one list for Per Diem Employees. The Lists shall be brought up to date as of January 1st of each year. They shall be posted immediately thereafter on the boards at Fire Headquarters and Station 3, for a period of not less than thirty (30) days, and a copy shall be sent to the Union Secretary and Union Stewards. Any objections to the seniority lists shall be reported to the City, in writing, within ten (10) days of the close of posting, otherwise the lists shall stand as approved. In instances where more than one person is hired, and starts employment on the same date, it is agreed upon by the parties that seniority for these individuals will be determined by the individual's ranking at the completion of the testing process.
- B. To ensure that Full-Time Firefighters get choice of assignments based on seniority on a continuing basis, their seniority slots shall be balanced annually during January of

each year through the transfer of required personnel. Said transfer list shall be posted no later than November 1st of each year to facilitate selection of vacations. Once the seniority has been set for a shift for a respective year, there will be no requirement to adjust it due to personnel leaving the service until the following year. For Per Diem Employees, seniority shall be considered when determining apparatus assignment during the Per Diem scheduling process. License level shall also be a consideration as deemed appropriate.

- C. Apparatus Driver Operator assignments shall be made in order of seniority in the following given fashion. Personnel in the respective seniority slots on each shift shall select said assignment on an annual basis. All selections must be submitted to the Fire Chief no later than November 15th of each year, for the upcoming year's assignments. Seniority within these given assignments excludes those holding the rank of Captain and Lieutenant, Apparatus Driver Operator assignments shall be selected for the Driver/Operator positions on Engine 3, Ladder 4, and both Technician and EMT positions on Medic 1 and Medic 2. The selection order will begin with the most Senior Firefighter assigned to each shift and progress in a descending order until all positions are filled (exclusive of Officer positions). If a Member elects to waive their right to selection, the selection process will move to the next Senior Firefighter on the shift.
- D. If any Member elects to waive their right to choose an operator position per the article, they shall assume the duties and responsibilities of the swing position for their respective shift during the respective year. Employees selecting these positions shall remain in said position for one year, except as otherwise provided for in the article, or covered elsewhere in the Contract.
- E. If within a shift, two (2) employees mutually agree to temporarily swap assignments, then upon the Captain and/or Lieutenant's approval, such swaps will be allowed.
- F. For training purposes, the Captain shall reserve the right to temporarily assign any Firefighter to a driver operator position and vice versa, for a twenty-four (24) hour period every month.

Article 7 - Job Classifications and Requirements

The Union membership shall be divided into the following job classifications.

A. Fire Captains

Shall have supervisory responsibility of all employees of the Fire & Rescue Department, regardless of the person's employment status, i.e., Call Member, Per Diem, Full-Time, subject to the directives of the Fire Chief or their designee.

Employees being promoted to the rank of Fire Captain must have at least five (5) years continuous service to the Department and a minimum of one (1) year of officer

experience, hold certifications to meet the requirements of *NFPA 1001, Standard for Firefighter Professional Qualifications*, and *NFPA 1021, Standards for Fire Officer Professional Qualifications*. Employees must also hold and maintain at least an EMT Basic EMS license.

Employees promoted to the rank of Fire Captain will be required to complete the mutually agreeable Fire Captains training program and task book. This program will be mutually agreeable between the Fire Chief and Union.

Shall be responsible for carrying out and the enforcement of Department procedures, rules and regulations and the assumption of emergency scene responsibilities, according to operating procedures developed by the Fire Chief.

The Captain of the shift may reassign the personnel on their shift from any assignment and/or equipment, for that shift only, subject to the goals outlined in their Agreement. This does not change the right of the Captain to make all decisions regarding staffing issues during an emergency and during fire ground command situations. For this section only, any disagreements regarding their rights shall be grievable to the Office of the Mayor only. If, however, the Union feels that the City has been abusive in the process of assigning people, then such abusive behavior may be subject to arbitration.

B. Fire Lieutenant

The Lieutenant shall be under the direct supervision of the On-Duty Captain and shall complete all assignments, directives and orders as directed. The Lieutenant is responsible for apparatus and equipment assigned to both the Public Safety Building and Prides Corner Station. All problems, issues and deficiencies shall be reported immediately to the On-Duty Captain.

Employees being promoted to the rank of Fire Lieutenant must have at least five (5) years continuous services to the Department, hold certifications to meet the requirements of *NFPA 1001, Standards for Firefighter Professional Qualifications*, and *NFPA 1021, Standards for Fire Officer Professional Qualifications*. Employees must also hold and maintain, at least an EMT Basic EMS license.

Employees promoted to the rank of Fire Lieutenant will be required to complete the mutually agreeable Fire Lieutenant training program and task book. This program will be mutually agreeable between the Fire Chief and Union.

Shall have supervisory responsibility of employees of an assigned shift, regardless of the Member's employment status, i.e., Part Time, Full-Time, Per Diem, Union, subject to the directives of the Fire Chief or their designee.

Shall be responsible for carrying out and the enforcement of Department procedures, rules and regulations and the assumption of emergency scene responsibilities in the

absence of the Captain, according to operating procedures developed by the Fire Chief.

In the absence of the Shift Captain, the Lieutenant on shift will be reassigned to Fire Headquarters and have supervisory responsibility of the entire shift. In those instances where the Lieutenant is assigned to Fire Headquarters, an Acting Lieutenant shall be temporarily transferred to the open position and will assume the Lieutenant's responsibility.

If a Shift Lieutenant is working their assigned shift and a Captain works overtime during that shift at the same station, the Captain will oversee the station while coordinating activities with the on-duty Shift Lieutenant. The Captain does not bump the Shift Lieutenant from their assigned seat.

C. Acting Lieutenant

Those Firefighters who are placed in charge of a shift, for a half of shift or more, in the absence of the Captain or Lieutenant shall be considered Acting Lieutenants for that designated time period. In addition to their current rate of pay, Acting Lieutenants will receive additional compensation as outlined in the attached wage scale.

Acting Lieutenants for each shift shall be appointed by the Fire Chief after successfully passing the Lieutenant Exam and completing the mutually agreeable Acting Lieutenant training program and task book. Employees being promoted to the rank of Acting Lieutenant must have five (5) years continuous service to the Department, hold certifications to meet the requirements of *NFPA 1001, Standards for Firefighter Professional Qualifications*, and *NFPA 1021, Standards for Fire Officer Professional Qualifications*. Employees must also hold and maintain at least a Paramedic EMS License.

Those individuals that successfully pass the Acting Lieutenant exam will not be required to test again unless there is a twelve (12) month lapse in time from being an Acting Lieutenant. Those individuals that successfully pass the Acting Lieutenant exam will not be required to retest annually unless they wish to do so. The Fire Chief may require remedial training for those Acting Lieutenants whose performance is not satisfactory. The Fire Chief reserves the right to remove an individual from the Acting Lieutenant position for egregious conduct.

Said written exam will be a Lieutenant level written promotional exam developed by an independent testing agency and shall be administered by the Public Safety Commission annually in October and shall not be utilized for any promotional process to either Lieutenant or Captain. A recommended reading list for the exam shall be published in July of each year to provide for an adequate study period. Only those employees that have five (5) years of service at the time the written test is administered shall be eligible to take said exam.

Those Firefighters meeting the above requirements and wishing to apply for said designation shall notify the Fire Chief in writing by November 15th of each year expressing their desire to become or continue within these responsibilities for the upcoming year.

In the event that no Firefighter on a given shift expresses a desire to take on the Acting Lieutenant responsibilities, the Fire Chief reserves the right to make shift to shift transfer of personnel in order to ensure that each shift has at least one Firefighter willing to assume said responsibilities.

There shall be only two (2) Acting Lieutenants per shift and will be based upon Department seniority. In the event that one of the shift's Acting Lieutenants elects not to continue with the program or resigns from the Department, the next Senior Member that has successfully passed the Acting Lieutenant examination and training program will be moved into Acting Lieutenant Role. When Lieutenants are moved to cover a vacant Captain's position in Ladder 4, they will receive an additional \$1.00 per hour during the time that they are covering the position.

D. Firefighters / EMS Provider (Full-Time) (shift/day)

Employees shall be responsible for all aspects of firefighting, including prevention, control and extinguishment of fires, hazard mitigation, technical rescue (subject to accredited certification) and the performance of all emergency medical services necessary, except as otherwise defined in this Article.

Preventative care of vehicles, equipment, and facilities that major maintenance will be done on a voluntary basis with the assurance that the job will be completed in a timely manner.

Within twenty-four (24) months of the date of employment, all new employees, as a condition of employment, shall attain certification as NFPA 1001 Firefighter I and II, and thereafter shall maintain, as a minimum, competency as an interior structural attack firefighter as outlined in the Maine Firefighter Safety Law.

There shall be further definitions, beyond the job classifications, to describe the position that a Union Member may be classified as, which shall be determined through a combination of factors including, but not limited to, date of hire, EMT license level, etc. Those definitions are as follows:

- The eight (8) Union Employees who are assigned to the Rescue Units to provide paramedic coverage; the seat position they are assigned to will be referred to as the Tech Position.

EMS Requirements - All Full-Time Employees Regardless of Rank

Date of Hire Impact on Emergency Medical Services License Levels

- A. All employees will be required to maintain their highest license level.
- B. Maintenance of all such EMS license level required by this article shall constitute a condition of employment and failure to maintain it shall be just cause for dismissal.
- C. All Newly Hired Employees will be required to complete, and license at the paramedic level within 24 months of beginning their paramedic course. An exception may be granted for those employees seeking a two-year associate degree program.

E. Per Diem Firefighters/ EMS Provider (Part-time)

Per Diem Firefighter/EMS Provider (all Union Employees not otherwise of rank) shall be responsible for all aspects of firefighting, including prevention, control and extinguishment of fires, hazard mitigation, technical rescue (subject to accredited certification) and the performance of all emergency medical services necessary, except as otherwise defined in this article. Preventative care of vehicles, equipment and facilities means that major maintenance will be done on a voluntary basis with the assurance that the job will be completed in a timely manner.

Employees hired prior to the ratification of the July 1, 2012 - June 30, 2013, collective bargaining agreement that are unlicensed or not fire qualified will be permitted to maintain employment. All Per Diem Employees who currently have an EMT license will be required to maintain an EMT-Basic license moving forward.

All new Per Diem Employees, as a condition of employment, shall be licensed EMT's and have certification as NFPA 1001 Firefighter I and thereafter shall maintain, as a minimum, competency as an interior structural attack firefighter as outlined in the Maine Firefighter Safety Law.

There shall be further definitions, beyond the job classifications, to describe the position that a Union Member may be classified as, which shall be determined through a combination of factors including, but not limited to, date of hire, EMT license level, etc.

Per Diem Employees will be eligible to work the Medic 1 and Medic 2 EMT positions as well as the nozzle positions on Engine 3 or Ladder 4.

Article 8 - Probationary Period

- A. All new Full-Time and Per Diem Employees shall serve a probationary period of three hundred and sixty-five days (365) and shall be subject to all other clauses of this Agreement. All employees who have worked three hundred and sixty-five days (365) and have satisfactorily completed their probationary period shall be classified as non-probationary employees; and the probationary period shall be considered part of the seniority time. During the probationary period, the appointing authority may remove the probationer at any time if their work and/or conduct are found to be below satisfactory standards; and said removal shall not be subject to the grievance procedure of this Contract.

The employer will develop and issue a training program for new employees utilizing the NFPA Standard 1001 and 1021 for professional firefighter qualifications or other acceptable practices, as determined by the Fire Chief, which may be used in developing or amending said policy.

- B. Satisfactory completion of the probationary period shall be dependent upon, but not limited to, the passing of a qualification test for Firefighters. The qualifications test shall consist of knowledge of (1) layout of the city; (2) operating procedures of the Department; (3) Rules and Regulations of the Department; (4) familiarity with the equipment on the apparatus and (5) equipment operations of the apparatus. The qualifications test for Firefighter shall be prepared under the supervision of the Fire Chief. No Firefighter will be used as a replacement (Overtime, Swaps, etc.) until they have completed the Department's training program.
- C. All probationary employees must be qualified by the Shift Captain and approved by the Fire Chief before operating any vehicle alone. The Fire Chief shall determine the hours of work and training for newly assigned probationary employees on a case-by-case basis, as they deem necessary during the training period.
- D. The employer agrees to deduct dues from the pay of each employee who voluntarily signs a check off authorization in the form hereinafter set forth until such time as the employer received a written notice of revocation as described later below. Authorization for such deductions shall be irrevocable for the period of this Contract, shall be automatically renewed for successive similar periods unless revoked by written notice to the employer and to Local 340, fifteen (15) days prior to the expiration of this Agreement or any extensions thereof.

Article 9 - Personnel Reduction

- A. In the event the City decides to reduce the number of Fire & Rescue Department, personnel with the least seniority shall be laid off first. A fifteen (15) day notice shall be given prior to any reduction of personnel. No new employee shall be hired until laid off employees have been given the opportunity to return to work. Those desiring to return must be able to do so within fifteen (15) days. Dismissal for cause shall not be considered a reduction in personnel for purposes of this Article.
- B. Any laid off employee who is rehired shall be reinstated without a loss of seniority or the necessity of taking an entrance exam but must pass a physical exam and will retain their rate of pay in the pay scale system.
- C. If the reduction in personnel is required due to budgetary constraints, the City and Union agree to meet for the purposes of discussing the minimum shift staffing requirements as stated in Article 10, Section E, and specifics of apparatus staffing prior to any actual layoff of personnel occurring. Preference shall be given to Full Time Employees and seniority in making decisions regarding employee retention.
- D. The City and Union agree to limit the number of Per Diem Employees to a ratio of four (4) Full-Time Employees to three (3) Per Diem Employees, plus one (1). For illustrative purposes, at present staffing levels, the City employs 44 Full Time Employees and may employ up to 32 Per Diem Employees.

Article 10 - Management Rights

- A. The City retains all its rights and authority to manage and direct its employees in the operation of the Department, through the Fire Chief, in accordance with Rules and Regulations adopted by the Public Safety Commission and approved by the City Council. Department policy, not involving wages, hours, working conditions or grievance procedures, shall be established by the City Council. The City reserves the right to adjust the staffing and specifics of the apparatus personnel for legitimate business needs.
- B. Any rules and regulations developed by the City will use the following guidelines or criteria:
 - 1. The terms of the Contract will not be violated.
 - 2. Such rules will not be used arbitrarily.
 - 3. Such rules will be enforced equitably, without discrimination.
 - 4. Such rules will not be used to eliminate benefits and practices that currently exist under the Contract.

- C. All existing Rules and Regulations shall remain in force until the City Council has officially promulgated new or amended Rules and Regulations. A copy of any new or amended Department Rules and Regulations shall be supplied electronically to each employee.
- D. Notwithstanding Article 9, Personnel Reduction, the City agrees to employ and fund forty-four (44) Full-Time Union Employees. The City will at all times, maintain a minimum staffing on Fire & Rescue Department pumping and aerial apparatus of at least four (4) Full Time Union Employees per shift.
- E. Shift Staffing will be a minimum of nine (9) persons including the combination of Full-Time and Per Diem Employees and at least one (1) Full-Time Officer. Whenever shift staffing drops below nine (9) persons, there is no Officer on duty, or there is no primary or secondary Acting Lieutenant available to fill the Engine 3 Officer's position, a vacancy exists and will be filled in compliance with the applicable provisions of this Agreement. The Fire Chief retains the exclusive right of the actual deployment of the personnel to meet the mission of the Department in the best interest of the City for legitimate business needs.

Article 11 - Hours of Work	-
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A. Captains, Lieutenants, Firefighters / EMS Provider (Full-Time) (shift)

- 1. The City and the Union agree that the Department will continue the same forty-two (42) hour average work week, which complies with the requirements of Section 207(k) of the FLSA, consisting of 24-Hour Shifts, under a four (4) Shift system.
- 2. Attendance of up to four (4) staff meetings per year at a minimum of two (2) hours each will be compensated at overtime. Each additional hour beyond the two (2) hours will be compensated at time and one half (1.5).

B. Per Diem Firefighters / EMS Provider (Part-Time)

- 1. Per Diem Employees will work a minimum of twelve (12) hours per week when averaged over a thirteen (13)-week (quarterly) basis
- 2. Per Diem Employees will not be scheduled to work more than twenty-eight (28) hours per week when averaged over a thirteen (13)-week (quarterly) basis.
- 3. Per Diem Employees will not be scheduled more than thirty-six (36) hours in any given week unless there is a locally declared State of Emergency.

C. All Members

- 1. It is understood that the City reserves the right to assign the shoveling of hydrants to other employees or outside personnel. For safety of personnel, snow shoveling details for on duty personnel shall be limited to the time span of 0830 to 1730 hours.
- 2. The Fire Chief or a Chief Officer shall decide when the manning of pickup units is necessary. Support details, such as those for snow removal from hydrants

and severe water problems, will necessitate recall of an operator if a full shift is not on duty. If a Full-Time Operator cannot be provided after the initial callback list is exhausted, the vacancy will then be filled by Per Diem and/or Call Company Employees. Call Company Employees may utilize the pickup in support of training and the servicing of air cylinders used for training purposes.

3. Private vehicles may not be utilized to circumvent the manning of a pickup unit.
4. Every day is to be considered a full workday with one (1) hour being provided for a meal.

Article 12 - Vacancies, Promotions, and Transfers

- A. Appointments to the position of Captain and Lieutenant shall be made from the Full-Time ranks and those having a minimum of five (5) years' service. After a vacancy has been posted in the Public Safety Building for seven (7) days, the Public Safety Commission will test all applicants and prepare an eligibility list of the most qualified candidates. The top three (3) names shall be submitted to the Mayor, who, with the advice of the Fire Chief, shall select one (1) to fill the Captain and/or Lieutenant vacancy. All testing performed shall comply with the City Ordinances governing the Public Safety Commission. The City shall request that nationally published Captains or Lieutenants exams in which the subject areas to be tested are agreeable to the City and Union be utilized for the respective positions. Per Diem Employees are not eligible for promotion.

All proposed changes to the rules and/or procedures of the Public Safety Commission shall be provided to the Union in advance of any action on such proposed changes by the Commission. The date, time, and location of Commission meetings to consider changes to their rules and/or procedures shall be posted at the Public Safety Building and the Union will be provided an opportunity to submit written or oral testimony on such proposed changes.

The person appointed as Captain or Lieutenant shall serve three hundred sixty-five (365) days on a probationary basis. If their work and conduct are found to be satisfactory during that period, the appointment will be considered permanent. If performance is found not satisfactory, the employee will be returned to their former position with the Department.

Those employees being promoted to the Rank of Captain or Lieutenant shall within twenty-four (24) months of date of permanent appointment, as a condition of maintaining said promotion shall meet the requirements contained in the NFPA 1021 Standard. The City shall pay for said training and if Fire Officer 1 course is not available, additional time for completion shall be afforded to the employee.

- B. Full-Time Employees laterally transferring into the Department as new departmental employees may be placed at the current pay step appropriate for their experience, provided they have full-time experience with another Career Fire & Rescue Department or Career ALS EMS Provider. The years of experience they bring to the position shall not, however, have a bearing on seniority or promotions. Employees that laterally transfer into the Department as new departmental Per Diem Employees may be placed at the current pay step appropriate for their experience. The years of experience they bring to the position shall not, however, have a bearing on seniority.
- C. The City reserves the right to fill vacancies the result of a Full-Time Employee's resignation, retirement, or termination with a Per Diem Employee from a qualified list as agreed to by the City and Union for a period not to exceed ninety (90) calendar days.

Article 13 - Overtime

- A. Full-Time Employees who work outside of their shift assignment will be paid at an overtime rate of time and one half (1.5) in the following circumstances:
 - 1. For ordered-in work on the shift immediately following a shift worked as part of their shift assignment.
 - 2. For other work outside the shift assignment, provided that the employee worked the entire shift assignment during the calendar week, or received payment for the following absences that week:
 - Workers Compensation Leave
 - Vacation Leave
 - Compensating Days Off
 - Bereavement Leave
 - Jury Duty
 - 3. Hydrant Snow Shoveling
 - 4. All Hands, Second, and Third Alarm Call Overtime
- B. Full-Time and Per Diem Employees may respond to "All Hands," "Second," and "Third" Alarm Calls. Full-Time Employees will be eligible for overtime at a rate of time and one half (1.5) under the provisions and conditions of Section A of this Article. Employees will be paid in increments of half (0.5) hours. Employee compensation will begin once the employee arrives at the scene with full turnout gear and reports to the incident command officer and there shall be no minimum of hours pay obligated. The Incident Command Officer may release those employees who have shown up to a call at any time. Once reporting, employees shall be available for any assignment including station runners or staffing of reserve apparatus. The City shall not be responsible for supplying pagers and/or making any other notification for these purposes. Section B does not apply to Article 13, Section A, #1.

- C. In cases where a Full-Time Employee does not work the entire shift assignment during the calendar week and is absent by reason of sick leave or non-paid leave, including discipline and nonwork related court appearances, the employee shall receive regular pay for a period of work (outside the shift assignment) equal to the time of absence during the calendar week. Once that period (equal to the absence) has been worked at regular pay, all additional work outside the shift assignment for Full-Time Employees will be paid for at a rate of time and one half (1.5).
- D. If a Captain works overtime (fire or EMS openings) and there is no regular Captain on duty, the Captain shall be assigned to Ladder 4, Fire Headquarters, as the Shift Supervisor. If a Lieutenant works overtime (fire or EMS openings) and no regular Captain or Lieutenant is on duty, the Lieutenant shall be assigned to Ladder 4, Fire Headquarters, as the Shift Supervisor. If a Captain is on duty and there is an open Lieutenants position, the Captain or Lieutenant working overtime will be assigned to the open officers' position on Engine 3, Station 3.

The Officer shall have the ability to assign any person on duty who was hired after July 1, 2000, as stated in Article 7 to the rescue opening. If no Member on duty falls within these parameters, the remaining opening shall be filled with the Junior Firefighter on duty.

If a Full-Time Employee is ordered to work during one of the following holidays to cover vacancies in the Per Diem position(s), these individuals will receive one (1) hour of double time for each four (4) hours worked, besides the wages earned at the appropriate wage. The holidays that this applies to are Memorial Day, Fourth of July, Thanksgiving, and Christmas. This section only applies to the person called in for the specific purpose of being forced in to cover a Per Diem shift vacancy.

- E. Swapping of scheduled work shall be limited to firefighting employees of equal classification, comparable training, and experience in the operation of equipment. The trading of time shall have no effect on hours of work for overtime purposes. The trading of time for Captains and Lieutenants shall be limited to the Officer Ranks (Officer for Officer) and trading of time for paramedics assigned to a rescue shall be limited to paramedic ranks (Paramedic for Paramedic). Officer Ranks for the purpose of this section shall include Captains, Lieutenants.

Per Diem Employees may swap with other Per Diem Employees if they have similar certifications, i.e., Firefighter/EMS Provider. (For Per Diem Employees, differences in EMS license level are irrelevant so long as both have one.)

All swaps must be submitted electronically for approval to the Fire Chief, or their designee, at least 24 hours in advance of a swap. Those receiving approval shall not misuse the swap by failing to report promptly for their shift. Those who abuse this privilege will be taken off the swap eligibility list by the Fire Chief, for an indefinite

period. Swaps of under one (1) hour's length do not require the Fire Chief's approval. However, the person who will be absent or their replacement should make a courtesy notification of the swap to the Duty Captain.

If an employee is on a pre-arranged swap and is scheduled to work but is unable due to illness, that employee will be charged sick time for the shift they were scheduled to cover. This will not affect any potential overtime that the employee has worked during the week.

If an employee on a pre-arranged swap is not able to work the shift due to a workers compensation injury, that employee will not be charged sick time for the shift.

The swaps are to be completed within the same calendar year. Swap time on the books after the end of the calendar year shall be null and void.

If a swap results in the taxpayers of the City of Westbrook paying additional compensation to any Member, then those involved with the swap shall lose their privilege to swap for a period of six (6) months.

- F. Per Diem Employees will be paid overtime for hours worked in excess of 40 in a pay period (week).
- G. Forced overtime is defined as a vacancy in a full time or per diem shift that has not been filled using voluntary overtime hiring practices.
 - 1. Two forced overtime lists shall be created; one Officer forced overtime and one Firefighter forced overtime.
 - 2. Any new or newly promoted employee will be added to the top of the applicable list.
 - 3. Only employees on the applicable list will be eligible for a force.
 - 4. Any employee that is forced to work a shift will receive compensation at time and one half (1.5) pay regardless of any sick time used during the period.
 - 5. Employees that are forced to work during the following time, will receive compensation at the rate of double time for the hours worked:
 - 8:00 p.m. Christmas Eve to 8:00 a.m. December 26th
 - 8:00 a.m. Thanksgiving Day to 8:00 a.m. the following day
 - 8:00 a.m. July 4th to 8:00 a.m. July 5th

Article 14 - Call Back

- A. All Full-Time Employees recalled to duty shall be paid for the actual time worked, with a minimum of four (4) hours pay guaranteed and will remain on duty until relieved by the Fire Chief or their designee. The pay rate for employees recalled to duty shall be as provided in Article 13 - Overtime.
- B. Employees whose names are listed on the overtime list are eligible for assignment to any apparatus staffing assignment and will be called in the order in which they appear for the operation of or assignment to equipment for which they have been approved by the Fire Chief. Employees on worker's compensation or other injury leave of absence are not eligible for callback. Procedures for conducting call backs shall be developed by the Union and approved by the Fire Chief. The parties recognize the difficulties of providing answers to all questions which may arise regarding these call back procedures during the life of the Contract. Therefore, the parties agree to utilize the Labor/Management Committee process to deal with the unforeseen opportunities, details, and challenges of this procedure.
- C. Full-Time Employees held over or recalled to duty must do so unless the Fire Chief excuses them. Full-Time Employees held over will be entitled to time and one half (1.5) pay for their hours worked. Per Diem Employees are not eligible or subject to be ordered in.
- D. At no time shall there be fewer than two (2) employees per vehicle shoveling hydrants.
- E. Full-Time and Per Diem Employees who are qualified as Technician Level Hazmat responders and are on the County Hazmat Team may respond to Hazmat Calls when the team is activated.

Article 15 - Outside Employment

- A. Outside employment shall be paid for Full-Time Employees at the rate of one and one half (1.5) times the regular hourly wage rate for the employee, with a minimum of four (4) hours guaranteed. Outside employment shall not be considered within normal Department duties, and as such, no Member shall be ordered to work any such job. Outside employment shall include, but not be limited to, the following: dances, athletic events, plays, variety shows, dog shows, fire watch, and other fire protection functions.
- B. Outside employment earnings, where the City's workers compensation insurance premiums are computed on the wages of the employees of the Department, all earnings which are directly received by the employees from such outside employment must be deposited with the Department and credited to the respective employees' payroll account, plus an additional percent thereof which is to be

charges for such outside employment to cover the City insurance costs, etc. All earnings from the employee in the employee's paycheck covering the week in which outside employment was worked, if practicable.

- C. Outside Details in which the City is able to bill for services or is reimbursed for its expenses, the employee will be compensated at an outside details rate of \$55.00 per hour for Firefighters and \$62.00 per hour when an Officer position is required or applicable overtime rate, whichever is higher.
- D. Per Diem Employees are eligible for outside work if qualified and it shall be offered to them if no Full-Time Employee accepts the work.

Article 16 - Sick Leave & Leave of Absence

Sick Leave

- A. The City provides sick leave for the benefit of Full-Time Employees that are unable to work because of illness. It shall not be considered additional leave, such as holiday or vacation leave. As such, fraudulent use of sick leave shall be considered "just cause" for dismissal.
- B. Sick leave shall be granted and accumulated at a rate of twelve (12) hours per calendar month for Full-Time Employees. Sick leave shall be accumulated to a maximum of one hundred and twenty (120) days. For Firefighters, this shall mean the same as one hundred and twenty (120), twelve (12) hour periods. Sick leave shall not be charged against any off-duty time.
- C. It is agreed that the only reason for sick leave is personal sickness or injury. In case of family illness or injury, the Fire Chief or, in their absence, the Chief Officer in charge may grant the employee leave from work, without pay, for not more than four (4) days. A Full-Time Employee may use up to forty-eight (48) hours of sick leave per calendar year for the critical illness or injury of an immediate family member or other person living in the same household. Said sick leave will be deducted from earned sick time of the calendar year in which it is taken.
- D. Employees shall report all sickness and injury requiring sick leave to management. The employee must submit documentation attesting to the necessity of the employee to be absent from work on account of illness or injury, whenever one or more of the following exists:
 - If the absence for which sick leave is claimed exceeds a period of three (3) consecutive workdays or longer; or
 - if the employee has used six (6) days of sick leave consisting of one or two-day occurrences in a calendar year, and
 - the Fire Chief, after reviewing the use of and reasons for sick leave with the

employee, may determine that all future sick leave during that calendar year must be supported by an acceptable medical certificate.

- For Full-Time Employees, the City will pay the cost of obtaining a medical certificate, if the City's medical provider examines the employee. Otherwise, the employee shall be responsible for paying the examination costs of another doctor.

Pending receipt of such a medical certificate, the City may withhold sick leave payments equal to the exact number of hours not worked, and the sick day(s) claimed shall be deducted from accumulated sick leave credit of the employee. The loss of the employee's sick days shall not limit the Department from imposing other discipline for sick leave misuse or abuse. Said determination shall be as objective as practicable and shall not be discriminatory, arbitrary, or capricious.

Any employee who shows a pattern of unexcused absences by using six (6) days of sick leave in a series of one- or two-days absences (such as undocumented personal illness or injury) shall not be paid for the first day of sick leave for any succeeding instances during a calendar year.

- E. Any employee on sick leave shall remain at their residence except that the employee may depart their residence to receive medical treatment, to secure drugs from a pharmacy or for other reasons deemed appropriate by the Fire Chief. The City shall be able to substantiate an employee's presence at their residence by visit or telephone call to the employee by a representative of the Department; and it shall be incumbent upon the employee to speak to the representative of the Department.

Should the employee be absent from their residence at the time the City attempts to contact the employee or at any time during the regular shifts, it shall be incumbent upon the employee to substantiate the reasons for absence from their residence to the satisfaction of the Fire Chief. If the employee cannot satisfy the Fire Chief, the employee shall be denied sick leave payment equal to the exact number of hours not worked and the sick days claimed shall be deducted from the accumulated sick leave credit of the employee. The loss of the employee's sick days shall not limit the Department from imposing other discipline for sick leave misuse or abuse. A second violation of this section within a two (2) year period will be sufficient cause for dismissal.

F. Sick Leave Cash-In

Any Full-Time Employee, may in December of each year, elect to accrue their unused earned sick leave up to the stated maximum in Section B or may elect to cash in their unused sick days for that year, which, for cash-in purposes, shall be based on eight (8) hours paid out for every day of sick leave accrual. Those employees wishing to cash in unused sick leave for the respective year shall be required to maintain a minimum of forty-five (45) sick days on the books prior to being eligible for cash-in.

The employee must give notice of their selection prior to December 1st each year. Any uses of sick leave between December and January of each year, if the monetary option is selected, shall be charged against the following year's sick leave.

G. Bereavement Leave

Bereavement leave of absence, without loss of pay and without loss of sick leave, shall be granted to Full-Time Employees for up to four (4) consecutive calendar days because of death in the immediate family. The purpose of such leave is to allow the employee to assist with, and to attend, the funeral. Immediate family shall include spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, legal guardian, and stepparents. If additional time is necessary, the Fire Chief or their designee may grant, on a case-by-case basis, sick leave to augment funeral leave. This is at the sole discretion of the Fire Chief, without grievance recourse. In the case of grandchildren, the Fire Chief or their designee may at their sole discretion, grant bereavement or sick time.

H. Union Business

Upon the request of the Union and upon determination by the Fire Chief that sufficient manpower is available for departmental operations, one (1) representative of the Union may be granted a leave of absence, with pay, for a maximum of three (3) working days, to attend Teamsters conventions or seminars and union business. However, this leave time shall be limited to not more than two (2) representatives per year, for not more than six (6) working days.

I. Jury Duty

The City shall pay to a Full-Time or previously scheduled Per Diem Employee who is called for jury duty the difference in their regular pay and the juror's pay, upon presentation of an official statement of pay received. An employee excused by the court for any reason shall be required to return to work promptly thereafter, except when arrangements have been made for replacement for a given work period. In any case where an employee covered by this Agreement retires under the Maine Public Employees Retirement System on a regular or disability retirement allowance, and the highest three (3) years include juror's payments, the City shall certify the juror's payments paid to the employee in writing, to the Maine Public Employees Retirement System. The affected employee shall have the opportunity to pay the appropriate percentage payment, based upon the juror's pay received, and have the creditable service counted towards their retirement allowance.

J. Court Appearances

The City will pay regular pay to employees called for job-related court appearances. When court appearances occur at a time outside scheduled work hour, the employee shall be paid a minimum of four (4) hours at straight time. Employees shall be entitled to keep any witness fee paid by the court to cover expenses of attending court. For non-job-related court appearances, the City shall allow the employee to use accrued

time off or take the work shift off without pay in order to attend court.

K. Emergency Leave of Absence

Any employee, upon written application to the Fire Chief, may be granted an emergency leave of absence without pay and without loss of seniority, not to exceed one (1) month, for reasons that do not qualify for Military Leave, Family Medical Leave, or sick leave. Employment elsewhere while on emergency leave is prohibited. The application for emergency leave shall state the purpose and circumstances necessitating the leave. The Fire Chief may require documentation in support of the purpose of the leave. Employees may request up to one (1) additional month of emergency leave provided approval of said leave is completely at the Fire Chief's discretion and denial of said additional leave shall not be subject to the grievance procedure.

L. Military Leave

The City will grant Military Leave as necessary in compliance with all applicable State and Federal Regulations.

M. Family and Medical Leave

Per the Human Resources Policies and Procedures regarding Family and Medical Leave, employees must utilize any accrued sick leave, but not vacation or holiday pay, during their Family and Medical Leave. Employees have the option of utilizing available accrued vacation or holiday pay. If the leave is covered by temporary disability insurance, use of accrued paid time will be required to cover the mandatory waiting period and is optional once disability pay becomes effective. If the leave is not covered by temporary disability insurance, and the employee has accrued paid sick leave, the employee must use all paid sick leave first before they can take unpaid leave.

N. Maine Paid Family Leave

The Maine Paid Family and Medical Leave (PFML) Law rules and payroll withholdings will begin on January 1, 2025. The contribution per employee is 0.5% of an individual's wage rate. The City and Union agree to reopen the applicable portion of Article 16 - Sick Leave & Leave of Absence for the limited topic of Maine Paid Family and Medical Leave.

O. Earned Paid Leave (EPL)

The City shall provide Earned Paid Leave (EPL), effective July 1, 2021, in accordance with applicable State of Maine Law, 26 MRSA §637. EPL accrual and use will follow current Human Resources Policies and Procedures. Full-time Employees that earn accruals, the first forty (40) hours of paid leave taken in any calendar year, whether taken as vacation or sick leave, will be considered Earned Paid Leave. EPL does not entitle a Full-Time Employee to any additional hours than already allocated in sick accruals under the City's existing policy and Collective Bargaining Agreement's sick

and vacation accruals. Employees that do not have earned weekly accruals per a Collective Bargaining Agreement will accrue EPL in accordance with hours worked under the law. The annual maximum of forty (40) hours of Earned Paid Leave shall be accrued at one (1) hour earned to every forty (40) hours worked.

P. Maternity Leave

Upon request of an employee and receipt of medical verification of pregnancy by the employee's medical provider, the Fire Chief shall arrange for the transfer of such Firefighter to another position within the Fire & Rescue Department or, through mutual agreement with the Union, outside of the Fire & Rescue Department, such as City Hall. The employee shall perform such duties as may be assigned during the term of the pregnancy and shall be paid her rate of pay while at work and performing such duties.

Q. Non-Work-Related Injuries

When a Full-Time Employee suffers a non-work-related injury, during the first ninety (90) calendar days of their absence, all benefits will continue to accrue. For an additional ninety (90) calendar days beyond that, the employee will continue with employee status for all purposes except accrual of sick leave, vacation, and holiday time.

If at any time during their one hundred eighty (180) day period, the City is notified by a doctor that the employee can no longer continue as a Fire & Rescue Department employee or the person files for disability, all benefits will cease except that insurance benefits will continue during the determination period for disability. The City reserves the right to require a doctor's examination or a second opinion. The employee is required to notify the City immediately of their filing for disability.

R. Non-Work-Related Injuries - Light Duty

To assist employees to return to work as soon as possible following a non-work-related injury or illness, temporary light duty accommodations can be provided within the Fire & Rescue Department. This policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA).

Light duty is defined as temporary, modified work assignments within the employee's physical and/or mental abilities, knowledge and skills that are less demanding than normal job duties. Assignment of light duty is not a right of employment.

For an employee to be eligible for light duty assignments, the employee must present documentation by their treating physician of their work restriction and have the expectation to return to unrestricted work. The employee cannot return to work without the release of the employee's health care provider.

Light duty assignments will be approved by the Fire Chief based on availability as follows:

1. Light duty accommodations will be made available based on the business need of the Fire & Rescue Department, but the City cannot guarantee a light duty accommodation.
2. The employee will be assigned a work schedule determined by the Fire Chief and will be based on the light duty assignments.
3. Light duty will not extend beyond ninety (90) calendar days and may be terminated at less than ninety (90) calendar days. Light duty will be approved and monitored in thirty (30) day increments by the Fire Chief. When there is a high expectation that the employee will be able to return to unrestricted job duties, light duty may be extended beyond ninety (90) days.
4. Assignments shall not affect an employee's pay classification, pay increases, promotions, retirement benefits, or other employee benefits.
5. Any employee returning to a light duty position must not exceed these duties or go beyond the restrictions indicated by the health care provider.
6. The Fire Chief will monitor work performance. Temporary light duty assignments are limited in number and variety and may be changed or terminated at any time.
 - a. If the employee can perform their regular job duties within the limitations established by the treating physician, the employee will return to their regular duties, and these provisions do not apply.

Employees participating in the non-work-related light duty program will be compensated for hours worked on light duty. Any sick time for the week will be reduced by the actual hours worked.

- S. The City reserves the right to fill vacancies resulting from a Full-Time Employee's absence from work due to personal illness, injury, or other qualified leave of absence after the leave's duration exceeds four (4) shifts with a Per Diem Employee from a qualified list as agreed upon by the City and Union.
- T. During any leave of absence, it is the responsibility of the employee to continue paying their portion of benefit premiums during the duration of the leave. This may be done by way of payroll deduction, or by paying the City directly, in which case any pre-tax benefit would be lost. Failure of an employee to pay their portion of insurance premiums for more than 30 days may result in loss of coverage. The employee makes an election at the beginning of the leave that will be maintained throughout the leave.

U. Return to Work

When an employee is out of work on a leave of absence including but not limited to short term disability, Family and Medical Leave (FML), Americans with Disabilities

Act (ADA) accommodation, the City requires that the employee to provide a return to work certification from their health care provider indicating that they can return to work and perform the essential functions of their position in advance. Further, the Fire Chief will require a fit for duty exam by the City's medical or mental health provider as appropriate prior to returning to work.

Article 17- Work-Related Injury Leave

- A. The City of Westbrook provides workers compensation insurance for all Fire & Rescue Employees. Any Full-Time Employee who sustains a personal injury by accident or compensable illness arising out of and in the course of their employment with the City of Westbrook shall be paid during each day they are unable to perform their duties and for which they are receiving workers compensation benefits, a sum which when added to their weekly workers compensation payment will equal ninety (90%) percent of their regular base wage the employee would otherwise would have received for working a normal workweek. The employee must notify the employer in writing of the employee's intent to utilize available accruals to make up the difference to 100% of their gross base regular wage, otherwise, the time will be unpaid. It is the responsibility of the employee to continue paying their portion of benefit premiums during the duration of the Workers Compensation leave. This may be done by way of payroll deduction, or by paying the City directly, in which case any pre-tax benefit would be lost. Failure of an employee to pay their portion of insurance premiums for more than 30 days may result in loss of coverage.
- B. When a Full-Time Employee suffers a work-related injury during the first one hundred eighty (180) calendar days of their absence, all benefits will continue to accrue. For an additional one hundred eighty (180) calendar days beyond that the employee will continue with employee status for all purposes except accrual of sick leave, vacation, and holiday time. If at any time during this three hundred sixty (360) day period the City is notified by a doctor that the employee can no longer continue as a Fire & Rescue Department Employee or the person files for disability, all benefits will cease except that insurance benefits will continue during the determination period for disability. The City reserves the right to require a doctor's examination or a second opinion. The employee is required to notify the City immediately of their filing for disability. In the event of a Notice of Controversy regarding workers compensation benefits, all sick leave, vacation, and holiday time accrued beyond the first ninety (90) days of absence for a claimed work-related injury will be held in abeyance pending a decision by the Workers Compensation Commission. During the period of controversy determination, the employee will be able to utilize earned and accrues sick leave on the books, if any, until receiving the first workers compensation payment. At that time, the employee shall reimburse the City for the total gross wages they as received, and the expended sick leave will be restored to the books.

- C. In any case where an employee covered by this Agreement retires under the Maine Public Employees Retirement System on a regular or disability retirement allowance, and the highest three (3) years include workers compensation or injury leave payments. The City shall certify the workers compensation and/or injury leave payments paid to the employee, in writing to Maine Public Employees Retirement System. The affected employee shall have the opportunity to pay the appropriate percentage payment based upon the workers' compensation and/or injury leave pay received and to have the creditable service counted towards their retirement allowance.
- D. The City reserves the right to fill vacancies the result of a Full-Time Employee's absence from work due to a work-related injury after the leave's duration exceeds four (4) consecutive shifts with a Per Diem Employee from a qualified list as agreed upon by the City and Union.
- E. When an employee is out of work for a work-related injury or illness, the City requires that the employee provides a return-to-work certification from their health care provider indicating that they can return to work and perform the essential functions of their position in advance. Further, the Fire Chief will require a fit for duty exam by the City's medical or mental health provider as appropriate prior to returning to work.
- F. **Work-Related Injuries - Light Duty:** Temporary light duty assignments are intended for employees out of work for either off duty injuries/illness or for employees out of work and receiving Workers Compensation benefits for a work-related and medically documented illness or injury that was sustained on the job.

Temporary light duty assignments are projects and activities that are physically or mentally less demanding than normal job duties available in the Fire & Rescue Department. For an employee to be eligible for light duty assignments, the employee must present documentation by their treating physician of their work restriction and have the expectation to return to unrestricted work. Assignment of light duty is not a right of employment. Temporary light duty assignments are limited in number and variety and may be changed or terminated at any time. Light duty assignments will be approved by the Fire Chief under the following conditions.

- 1. The light duty assignment must be necessary and meaningful work. The City will only approve light duty assignments that are in the best interest of the City.
- 2. Light duty assignments may include:
 - a. EMS run sheet review.
 - b. Fire reports.
 - c. Fire Prevention Activities
 - i. Safety Surveys
 - ii. Pre-Incident Planning
 - iii. Public Education

- d. Community outreach activities
 - e. Light Station maintenance such as painting
 - f. Other tasks mutually agreeable between the Fire Chief, union, and employee
- 3. The employee receiving workers compensation benefits, the employee will be assigned a work schedule based upon the light duty assignments.
 - a. Employees will be required to report to work based on their assigned shift schedule for up to twelve (12) hours per day. Employees will be eligible to work additional days to reduce the workers' compensation hours if they so choose and work is available.
- 4. The Fire Chief will take an employees' skills and abilities into consideration when assigning light duty assignments.
- 5. Light duty will not extend beyond 180 calendar days and may be terminated at less than 180 calendar days. Light duty will be approved and monitored in 30-day increments by the Fire Chief
- 6. When there is a high expectation that the employee will be able to return to unrestricted job duties, light duty may be extended beyond 180 days.
- 7. An employee may not refuse light duty for injuries or illness while they are receiving workers compensation benefits.
- 8. Assignments shall not affect an employee's pay classification, pay increase, promotions, retirement benefits, or other employee benefits.
- 9. If the employee working light duty is only working partial hours, the employee shall be paid a sum which when added to their weekly workers compensation payment will equal 100% of their regular base wage, the employee would otherwise receive for working a normal workweek.
- 10. If the employee can perform their regular job duties within the limitation established by the treating physician, the employee will return to their regular duties, and these provisions do not apply.

Article 18 - Retirement & Termination
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- A. Full-Time Employees shall participate in the Maine Public Employee ~~State~~ Retirement System (MPERS) Special Plan 3C (25-year plan, at 2/3 pay, no age, consolidated plan). Enrollment eligibility in the MPERS plan will be in accordance with MPERS regulations. The City agrees to continue pension deductions on a pre-tax basis as provided by the Internal Revenue Service.

The employee will also have the choice to supplement retirement contributions to a 457deferred compensation plan.

- B. For Per Diem Employees hired before November 4, 2013 and who enroll in the 457 plan, the City shall provide a 3-to-1 match of employee contributions to the 457 plan up to two and one-half percent (2.5%) of the employees' gross earnings and maximum employer matching contribution of seven and one-half percent (7.5%). The employer contributions shall vest according to the existing vesting schedule.

For all Per Diem Employees hired after November 4, 2013, and who enroll in the 457 retirement plan, the City shall provide a 2-to-1 match of employee contributions to the 457 plan up to three percent (3%) of the employee's gross earnings and maximum employer contribution of six percent (6%). The employer contributions shall vest according to the existing vesting schedule.

Employee contributions will be made to the 457 deferred compensation plan and the employer matching contributions will be made to the 401(a) plan.

- C. Any employee eligible to receive sick leave, upon retirement or upon separation in good standing (the employee provides at least two (2) weeks' notice or is not discharged for just cause), shall receive a pro rata share of accumulated sick leave days on the books, based on the following schedule:

Sick Days on Books	Hours on Books	Cash Value %
LESS THAN 25	0 - 300	25%
26 - 60	312 - 720	50%
61 - 90	732 - 1,080	75%
91 - 120	1,092 - 1,440	100%

- D. The employee shall have the option to receive their accumulated vacation time in monetary value or if eligible, shall have the option of taking the same number of days off, as early retirement, in lieu of taking the monetary value. However, no additional vacation or sick leave benefits shall accrue after the last day that the retiring or terminating employee works.
- E. In the event of the death of an employee, their designated beneficiary shall receive the same monetary value of their remaining accumulated sick leave credits plus accumulated vacation time credited to said employee. If no such designated beneficiary is filed in writing with the Department, it shall be paid to the employee's surviving spouse, and if no surviving spouse, to their estate. This Article is to be considered a severance pay policy between the City and the Fire & Rescue Department (Union) only.
- F. **In-Service Retirement Program:** The City will implement an In-Service Retirement Program for Firefighters who have reached 25 years of service in Maine Public Employee Retirement System (MPERS) Special Plan 3C. Accrual of service credit and determination of benefits shall be governed by the rules of the Maine Public Employee Retirement System. Participants in the In-Service Retirement Program will retire and terminate employment with the City in order to draw their pension and will be rehired and remain employed for up to five (5) additional years or upon reaching thirty (30) years of service.

At the completion of the Firefighter's twenty fourth (24th) year as determined by MPERS, the Firefighter will declare their intentions via formal letter to the Fire Chief. The employee shall be required to commit to serve a minimum of twelve (12) consecutive months. The Firefighter may opt into the In-Service Retirement Program at any time after attaining 25 years of service, however, may only participate in the plan until they reach 30 years of total service. The employee is subject to rehire according to the requirement under the City of Westbrook Code of Ordinances.

The Firefighter in the In-Service Retirement Program will cash out all sick time as previously stated in the chart laid out in Section D of this Article.

During the five (5) years or thirty (30) years of total service the Firefighter works under the In-Service Retirement Program, the Firefighter will be paid their hourly rate on the last day of employment prior to retirement and be provided four (4) weeks of vacation to be deposited in their vacation bank in the following January after retirement. The Firefighter will maintain seniority and any rank within the Department. The employee will be eligible to make contributions to the Mission Square (ICMA) 457 plan and receive 401a employer matching contributions of 2-to-1 match of employee's contributions up to 3% of the employee's gross earnings and a maximum employer contribution of 6%. The Firefighter participating in the In-Service Retirement Program is responsible to pay any fee that Maine PERS requires during the period of re-employment via payroll deduction.

Article 19 - Health, Dental, Vision, Life & Accident Insurance

- A. Those employees who are covered under a spouse's health insurance or are otherwise provided coverage through an alternative source can opt to not take the City's health insurance. These employees will receive thirty (30%) percent of all corresponding health insurance premium payments paid on a weekly basis.

In no case will the City pay for the subscription level to which an employee is not entitled by virtue of the number of people the employee may insure under the plan. Dependents may remain on the plan until age 26. Benefits for terminating employees will extend to the end of the month during which the employee actually worked. It is recognized that the City provides this insurance coverage through a group plan, which is subject to changes beyond the control of the City.

Effective January 1, 2014, the City will provide Maine Municipal Health Trust PPO 500 Health Plan and Major Medical Insurance or its substantial equivalent for all Full-Time Employees. The City and Union agree that should the City propose an alternative health insurance plan and provider as a result of bidding out this coverage, the Contract will be reopened for this specific item only.

The employee contribution shall be 12% of the total premium for each level of coverage. The employee contribution shall not increase more than 10% annually and employee contributions shall not exceed the following weekly amounts.

Based on 48 weekly deductions	January 1, 2024
Single	\$31.52
Employee & children	\$51.44
Employee/Spouse- Family	\$70.71

The City shall begin payments on health insurance premiums on the first of the month following the employee's date of hire. Per Section 125 of the Internal Revenue Code, employee contributions will be deduction on a pre-tax basis.

The City agrees to provide a Health Reimbursement Arrangement (HRA) to reimburse employees Seventy-Five Percent (75%) of the total out of pocket deductible and co-insurance expenses, based on in-network levels as defined by the plan. For employees enrolled in single coverage, the maximum HRA reimbursement will be \$1,500 annually and for employees with dependent coverage the maximum HRA reimbursement will be \$3,000 annually.

- B. Should two Full-Time Employees of the Bargaining Unit become legally married the following will apply:
1. If neither employee has eligible dependents covered under the City's medical insurance plan, both employees will remain on separate insurance plans. The City will pay for single coverage for each employee at a level consistent with other employees.
 2. If one or both employees have eligible dependents covered under the City's medical insurance plan, both employees and their eligible dependents will be covered under one insurance plan at the family coverage level. The City will contribute an amount toward the premium of this family plan equal to two (2) single employee plans at a level consistent with other employees. Any remaining dependent coverage premium will be paid for by the employees consistent with Section A of this Article. The employee that is waiving coverage is not eligible for the opt-out incentive as noted in Section A.
- C. For Full-Time Employees, the City shall contribute 100% of the premium for the Allegiant Care Eye and Dental plan payable at the appropriate office on the fifteenth (15) day of the month following the month in which due. All new hires after January 1, 2003, will pay 10% of the cost of premium for Allegiant Care Eye and Dental plan through weekly payroll deductions on a pre-tax basis.

The City agrees that its Agreement hereunder shall constitute an obligation for the sums herein provided directly to Allegiant Care and further that employer will be bound by the terms and provisions of the Trust Indenture of Allegiant Care and any

and all amendments thereto, as well as applicable rules and regulations from time to time promulgated by the Trustees hereto.

- D. Full-Time Employees will be offered the opportunity to voluntarily withhold pretax contribution from their regular weekly payroll check into a Flexible Spending Account (FSA) for Medical and/or Daycare, under the provisions, rules, and regulations of Section 125 of the Internal Revenue Code, as amended from time to time. The City agrees to deposit into each eligible employee's Flexible Spending Medical Account the amount of one hundred dollars (\$100) annually with employee enrollment.
- E. The City shall provide all Full-Time Employees Basic Life and AD&D insurance in the amount of one-times salary rounded to the next multiple of \$1,000 to a maximum of \$150,000 at no cost to the employee. Per IRS rules, life insurance is a tax-free benefit in amounts up to \$50,000. Employees pay income tax on the value of any amount exceeding \$50,000 which is called imputed income.
- F. The City agrees to provide a voluntary Income Protection Plan (IPP) of its own choosing for employees and to permit employees to participate in such program at their own cost and through post-tax payroll deductions. The City reserves the right to modify its income protection plan at any time.
- G. The City agrees to protect, save harmless and indemnify the Employees of the Fire & Rescue Department from all fines, penalties, loss, damage, cost and expense suffered or sustained by the employee or for which the employee may be held or become liable by reason of injury including death, to persons or property or other causes whatsoever in the event an attempt should be made to hold the employee liable, therefore, in connection with the performance of their duties including without limitation on the foregoing, the operation of Fire & Rescue Department vehicles and apparatus.

Article 20 - Right to Live Outside the City Limits

Employees of the Fire & Rescue Department shall have the right to live outside the city limits. It shall be each employees' responsibility to report to duty at the scheduled time irrespective of weather, road, or mechanical failure.

Article 21 - Clothing Allowance

- A. The City shall furnish safety equipment to the Firefighters in accordance with applicable safety requirements. Upon officially leaving the Fire & Rescue Department, all issued protective clothing shall be returned prior to final payment.
- B. During the probationary period, Full-Time Employees shall be issued four (4) sets of work uniforms consisting of pants, shirts (summer and winter) hat, necessary badges, and brass, shoes, and jacket (Four Season) and shall provide them with new

protective clothing sized for proper fit per the respective clothing manufacturers recommendation. During the probationary period, Per Diem Employees shall be issued two (2) sets of work uniforms.

- C. Beyond the initial issue of clothing as spelled out in Paragraph B, new employees shall not be entitled to a clothing allowance until after the completion of one (1) full year of employment.

Dress uniforms will be issued to Full-Time Employees upon successful completion of the probationary period.

Employees who do not satisfactorily complete the probationary period shall turn in all clothing and accessories upon termination and shall turn in all badges and brass upon final termination date.

- D. The City shall provide a clothing allowance not to exceed four hundred fifty (\$450) dollars for Full-Time Employees.
- E. The Union agrees that the Union Stewards and Fire Chief shall meet and develop a list of acceptable items permissible to be purchased through the clothing allowance so long as an employee's uniforms are in serviceable condition. Said list shall not be changed or altered unless the parties mutually agree. See Appendix A for current list of acceptable items.
- F. Per Diem Employees may be issued two (2) sets of uniforms on an annual basis. Per Diem uniforms will be provided based upon the condition and serviceability of an individual's uniform. The condition and serviceability of the Per Diem uniform is at the sole discretion of the Fire Chief or his designee. Per Diem Employees must have successfully completed the probationary period and served for a period not less than one (1) year.
- G. Annually thereafter, Per Diem Employees will receive \$150 towards the purchase of any of the uniform items on the approved list that are necessary and meet the requirements of the position. Call Company Employees will wear Per Diem uniforms while working in a Per Diem capacity. Under no circumstances will Per Diem uniforms display Call Company rank.
- H. The uniform allowance shall be on a fiscal year basis, July 1 through June 30; however, with fifteen (15) days prior notice, the City may set a cutoff date for use of the clothing allowance that falls within ten (10) working days prior to the end of the fiscal year.

- I. The provisions of Section B, paragraph I above shall not apply to the Fire Lieutenant or Captains in the probationary period.

Employees being promoted to an Officer's position from the rank of Firefighter shall receive a uniform upgrade at no cost to the employee. The uniform upgrade shall include; badges, collar insignias, dress cap, one long sleeve dress shirt, one short sleeve dress shirt, Class A blouse coat, and helmet front. Lieutenants being promoted to Captain shall receive badges, collar insignias, and helmet front at no cost to the employee.

Article 22 - Vacations

All Full-Time Employees covered by this Agreement shall be entitled to two (2) weeks' vacation each year with full pay after having served not less than one (1) year in the department. Said personnel shall be entitled to three (3) weeks' vacation with full pay after having served not less than six (6) years in the department. Also, said personnel shall be entitled to four (4) weeks' vacation with full pay after having served not less than twelve (12) years and shall be entitled to five (5) weeks' vacation with full pay after having served not less than eighteen (18) years. Sick leave or official leave of absence shall not constitute a break in the service record. Weeks of vacation shall be earned in forty-eight (48) hour increments per week earned and paid out as forty-two (42) hours for Firefighters.

- A. Because members must use the vacation time that they become entitled to during the calendar year, members may take the vacation time to which they are entitled in advance of their anniversary date of employment. In the event that terminating or retiring employees have taken vacation time in advance of their anniversary date when they would have become entitled to it, they shall be required to reimburse the City for any used vacation time that they did not earn.
- B. Vacations, as provided in Sections A and B above, shall be chosen on a seniority basis, with no more than two (2) of any one (1) shift out on vacation, Holiday time, or other earned time absence within their control, at the same time. Seniority by shift will rule from January 1 until March 31. Employees entitled to three (3) or more weeks shall select their third and remaining weeks according to seniority after the first and second weeks according to seniority after the first- and second-week vacations for all eligible employees of the shift have been chosen. After March 31st, vacation dates will be open to employees as they are received.
- C. Vacations will be allowed fifty-two (52) weeks a year. Vacations started in a calendar year shall be charged to that year.
- D. Employees may take up to one (1) week of accrued vacation each year as single days off with the Fire Chief or designee's approval. Each employee shall be allowed to cash-in up to one (1) week of accrued vacation at the end of the calendar year.

- E. If a long-term vacancy occurs within the paramedic positions (more than a five (5) week absence), then the parties will meet to determine the best way to deal with the vacancy, the lack of coverage, and the impact on the employees.

Article 23 - Holiday Pay

- A. Recognizing the holidays that are allowed to the other City employees, Full-Time Employees of the Fire & Rescue Department shall be allowed fourteen (14) holidays, provided that no more than two (2) employees of any one (1) shift shall be out on vacation, holiday time, or other earned time within the control of the employee, at the same time. Use of holiday time will be open to employees as requests are received by the Fire Chief or designee. Holiday time will be prorated for entering and terminating employees, according to the premium holidays that are actually worked.
- B. The Union agrees that no Fire & Rescue Department Union Member shall be entitled any further compensating time off or holiday time, or any payment therefore, in the event that the Mayor or their designee should close another City Department for all, or a portion of, any and all scheduled workdays because of a declared holiday, celebration, emergency, or for any other reason.
- C. Except for extenuating circumstances as determined by the Fire Chief, holiday time will not be eligible for roll over into a new year.
- D. Per Diem Employees working the following seven (7) holidays shall receive a premium holiday pay incentive of \$5.00 per hour as listed below.

Memorial Day – 8a to 8a
Juneteenth 8a to 8a
July 4th – 8a to 8a
Labor Day – 8a to 8a
Thanksgiving – 8a to 8a
Christmas Eve – 8p to 8a
Christmas Day – 8a to 8a

- E. In the event that terminating or retiring employees have taken holiday time in advance of when they would have become entitled to it (e.g. the actual holiday occurrence), they shall be required to reimburse the City for any used holiday time that they did not earn.

Article 24 - Pay Scale

- A. Pay scales for all employees covered by this Contract are noted in the Appendix.
- B. Full-Time and Per Diem Employees will receive their step raises on the date of their employment anniversary.

Article 25 - Educational Incentive Pay

- A. The City encourages employees to pursue additional post-secondary education. Employees are responsible for providing copies of educational degrees and certifications to the Administration in a timely manner; retroactive pay will not be done for greater than thirty (30) days.
- B. The City recognizes the importance of continual training and therefore Full-Time Employees will receive forty (40) hours of training time annually.
- C. In addition to the above, the City will provide an online training platform for employees to obtain the required CEH's; this will however not include any required skill hours. The City will continue to assist with on-duty specialty training and certification to those that require said certifications, including, but not limited to CPR, Advanced Cardiac Life Support (ACLS), Pediatric Advanced Cardiac Life Support (PALS), and Pre-Hospital Trauma Life Support (PHTLS) or any equivalent.

Educational incentives will be paid hourly to eligible employees in the following amounts:

Degree	Incentive Amount
Associate degree OR Certificate in Fire Science	\$0.20 per hour
Bachelor's degree OR Two (2) Associates degrees	\$0.40 per hour
Bachelor's degree AND Associate degree	\$0.50 per hour
Master's degree OR Total of three (3) or more other degrees of any combination	\$0.60 per hour
If any of the degrees listed above are directly related to the field of Fire & EMS as determined by the Fire Chief, an additional \$0.10 per hour shall be granted per degree with a maximum of three (3).	

The following certification incentives shall be paid on an hourly basis. Full-Time and Per Diem Employees receiving these incentives shall be expected to perform the duties associated with these as required. Employees refusing to perform said duties within the calendar year preceding payment shall not receive said incentive.

- Hazardous Materials Technician \$0.20/hr.
- SCBA Maintenance & Overhaul Technician \$0.15/hr.
- Swift or Ice Water Rescue Technician \$0.15/hr.
- Confined Space Technician \$0.15/hr.

To Continue to receive stipends, employees must maintain certifications in accordance with the applicable NFPA Standard.

- D. Whenever practical, the parties agree that to facilitate required EMT training, (initial/refresher) while minimizing overtime impact, the City, if possible, will schedule required training during an employee's normal work shift. However, if that is not reasonably available, the City may reschedule all or part of the employee's normal work shift to coincide with required EMT training, provided that the employee is given at least one (1) week prior notice. The use of such flex time for EMT training shall be done on a trial basis for the term of this Agreement.
- E. Paramedic Education: The City agrees to provide the following to those employees that are required to license at the Paramedic Level as part of their employment:
- Time off for the employee to attend didactic classroom portions of their education.
 - Required textbooks for course.
 - Upon enrollment into a paramedic program, the City will provide a \$6,000 reimbursement to the employee. Those employees that were enrolled and attend a Paramedic course will be eligible for full reimbursement. Upon successful completion of the course and licensure by the State of Maine at the Paramedic Level, the City will provide an additional \$6,000 reimbursement to the employee. By IRS law, tax-free benefits under an educational assistance program are limited to an annual maximum per year and proof of payment is required for a tax-free benefit.
 - The employee may elect to use their allotted training hours to attend clinicals.
- F. Any employee that receives reimbursement will be required to repay any reimbursements if they do not successfully complete the course and license as a Paramedic.
- G. In the event the employee chooses to separate from the Department, they will be required to pay back the reimbursement under the following schedule:
- | | |
|-------------------------------|----------|
| • Within 1 year of Licensure | \$10,000 |
| • Within 2 years of Licensure | \$8,000 |
| • Within 3 Years of Licensure | \$5,000 |
| • Within 4 Years of Licensure | \$2,000 |
| • At the 5 th Year | \$0.00 |
- H. Employees that receive reimbursement funds will be required to sign a written contract acknowledging the above repayment requirements.

Article 26 – Discipline/Grievance Procedures

- A. The City will discharge or suspend an employee without pay only for just cause. In all cases involving discharge or suspension, the City will notify the employee as soon as practical. Notice of such action will also be given to the steward.

The City agrees with the principle of progressive, corrective discipline for minor offenses. By way of example, the Fire Chief will give an oral warning for the first complaint against an employee. A written reprimand will be issued for a second complaint. Any following infraction may result in the discharge or suspension without pay of the employee without further warning. A copy of any written reprimand will be provided to the steward.

The written warning shall remain in effect for a period of no more than twelve (12) months provided that the employee has no further oral or written warnings during that period.

Oral/written reprimands (not suspensions) shall be purged from an employee's personnel file after eighteen (18) months provided that there has been no intervening discipline.

The oral and written warnings shall not be required by way of illustration and not of limitation working under the influence of alcohol or drugs; or being absent without leave. Any number of oral and written reprimands may be given prior to suspension.

- B. The purpose of the grievance procedure shall be to settle employee grievances on as low an administration level as possible, and to insure efficiency and employee morale.
- C. A grievance, for the purpose of this procedure, shall be considered to be an employee complaint concerned with discharge, suspension or any other disciplinary action, charge of favoritism or discrimination, employee's working conditions and alleged violation of any of the terms of this Agreement.

All suspensions and discharges shall be for a just cause and written notice of the reasons for the same shall be stated, in writing, to the employee affected, with a copy to the Union within five (5) days after the date of said action. Any and all grievances, which may arise concerning the interpretation or application of any provision of this Contract, shall be settled as hereinafter provided.

- D. Every employee aggrieved because of some condition shall have the right and shall be expected to present their grievance, in writing, to the Union Grievance Committee. The grievance shall be so presented, in writing, within five (5) days (exclusive of Saturdays and Sundays) after the grievance has occurred. If the Union Grievance

Committee decides to proceed with the grievance, it shall submit the grievance, in writing, to the Fire Chief within ten (10) days (exclusive of Saturdays and Sundays). Once the grievance has been submitted to the Fire Chief, the Fire Chief shall make an effort to settle the grievance within five (5) days (exclusive of Saturdays and Sundays) after its presentation to the Fire Chief.

- E. If the Employee/Union Grievance Committee and the Fire Chief cannot settle the grievance, the aggrieved may appeal through the Union to the Mayor or their personal representative within five (5) days (exclusive of Saturdays and Sundays) after the response of the Fire Chief is due. The aggrieved shall then meet with the Mayor or their personal representative within five (5) days (exclusive of Saturdays and Sundays) to attempt a resolution of the grievance. The Mayor or their personal representative shall respond, in writing, to the aggrieved with a copy of the Union Grievance Committee within five (5) days (exclusive of Saturdays and Sundays) after said meeting. If the aggrieved is not satisfied with the decision of the Mayor, the aggrieved may request arbitration within five (5) days (exclusive of Saturdays and Sundays).
- F. If the dispute remains unresolved, the employee and/or the Union may within ten (10) working days after the Step 3 response is due, request, in writing, that the dispute be submitted to arbitration in accordance with the following:
 - 1. The parties shall, within seven (7) days of the request for arbitration, mutually agree on an arbitrator. If the parties fail to mutually agree on an arbitrator, the requesting party shall make application to the Maine Board of Arbitration and Conciliation Tri-Partite in accordance with that organization's then existing rules for the selection of an arbitrator to decide the dispute. Expenses for the arbitrator and arbitration proceedings shall be divided equally between the parties. Each party shall bear the expense of preparing and presenting its own case including payment of its representatives and witnesses. A verbatim record may be made at the expense of the requesting party. A copy of such record shall be made available to the other party and the arbitrator.
 - 2. Grievances involving disciplinary action, lay-offs, demotions, and transfers shall be subject to the grievance procedures, but no arbitrator shall have the power to substitute their judgments for that of the City or to overrule the decision of the City unless they find that the City acted arbitrarily in bad faith, without reason and in violation of the specific terms of their Agreement.
 - 3. The decision of the arbitrator shall be final and binding on both parties provided the arbitrator complies with the following:
 - a. The authority of the arbitrator is limited to disposing of the precise issue submitted.

- b. If either party raises the issue of using arbitration, the arbitrator shall make a preliminary ruling on the issue subject to appeal by either party to a court of competent jurisdiction.
- c. The arbitrator's decision shall be consistent with the laws of the State of Maine.
- d. The arbitrator shall have no authority to alter or add to any terms of their Contract or to impose on City any duty, responsibility or limitation not expressly set forth in their Contract.

G. In attempting to settle grievances, the Fire Chief as the Department Head, may act through his authorized representative and nothing in this Article shall diminish the right of any employee covered herein to present their own grievance in accordance with this procedure as set forth in 26 MRSA, Section 967.

Article 27 – Safety Committee

The parties agree that the Contract will provide for the formation of a Safety Committee composed of City and Unit Members, who will review safety procedures, including those relating to Worker's Compensation. The Union may decide upon the Union Representatives to serve on such a Committee.

Article 28 – Severability

If any element (s), section (s), or article (s) of this Contract is found to be against federal or state law or agency regulation, or the decisions of any governing labor tribunal or court, only that portion of the Contract shall be null and void, and the rest of the Contract shall remain in full force and effect. The parties shall bargain the impact of the vacated position.

Article 29 – Physicals and Fitness for Duty Testing

Physicals

The City shall require mandatory complete physicals paid for by the City for all its Firefighter Employees (meaning Firefighters, Lieutenants and Captains, Per Diems) as scheduled by the Fire Chief in accordance with the following frequency;

- over 40 years of age annually
- from 36-40 years of age bi-annually
- under 36 years of age once every 3 years

These time intervals may be waived in the event a doctor requests a greater frequency for an individual employee.

The City will normally utilize the City medical provider for these physicals and said physicals will take place on City time. If the Full-Time Employee would prefer to use their own doctor, the employee shall receive an amount toward the physical equal to the required health insurance co-payment. If a Full-Time Employee uses their own physician, the physical will be done on the employee's own time, unless the physician is in the City of Westbrook, in

which case the physical will be scheduled on City time. If an employee uses their own doctor, a doctor's report utilizing the City's format is to be provided to the Fire Chief.

Only the Fire Chief, the City Administrator (or designee) and the individual employee involved shall be permitted to review the physical results. If a problem is found from the physical, a second opinion, if desired by the employee, shall be paid for by the City or its insurance company.

Fitness for Duty Testing

Article 29 applies exclusively to Full-Time and Per Diem Employees of the Department.

The City of Westbrook and the Union jointly recognize that an employee's physical condition and fitness can have significant implications for the employee while in the performance of their duties, as well as potentially saving the City money on health insurance costs and other savings. Therefore, all employees covered under this Agreement are encouraged to maintain a level of physical fitness appropriate to the demands of firefighting.

Section 1: Annual Fitness for Duty Testing

All Full-Time Employees and all Per Diem Employees will participate in a mandatory, annual, and confidential fitness evaluation. Once the evaluation is completed, the employees will receive feedback regarding their level of fitness, positive improvement, or negative improvement since the last assessment and a realistic evaluation of their physical abilities to safely perform assigned duties with suggestions on how to improve their functional capacity. Employees must understand that the objectives of these evaluations are to facilitate improvements in personal fitness. All employees are expected to see improvements in their fitness through regular exercise and periodic fitness evaluations.

A confidential file will be established and maintained by each employee. Group statistical data will be processed and evaluated for administrative purposes while ensuring confidentiality is maintained.

To assist employees in reaching and maintaining a high level of physical fitness, the City agrees to provide the necessary space and proper equipment for such purpose.

The Fitness for Duty Test will be conducted by an outside entity selected by the Department. The test will be based on actual job specific tasks performed by Firefighters and EMS Providers and will include a stair climb, charged hose line pull, equipment carry, ladder raise and extension, simulated search, rescue, and ceiling breach. A complete description of each task of the fitness for duty test can be found in Appendix C.

The City of Westbrook and the Union jointly recognize that no standards established in this Agreement will be discriminatory and the standards are minimum standards.

Any employee that passes all sections of the exam will receive a one-time payment up to

\$300 in year one of the Contract, \$350 in year two of the Contract, and \$400 in year three of the Contract. A joint committee of labor/management will develop the list of items that will be eligible, however, subject to final City approval. See Appendix B.

The following will be the procedure for the annual physical assessment test:

If a Firefighter required to take the test (either due to date of hire or voluntary participation in the physical fitness program) fails a test, the Firefighter must retake and pass the test as follows:

Step 1: Annual testing.

Step 2: Retake the failed items on the test within sixty (60) days. The Firefighters are encouraged to utilize the in-house peer fitness trainers.

Step 3: If the Firefighter fails the retested items, the Department will supply a personal trainer on a bi-weekly basis for the next sixty (60) days. At the end of the sixty (60) days, the employee will retake the entire exam. The use of a personal trainer will be optional, and the employee may elect not to use the trainer.

Step 4: In the event of a third failure, the employee will be granted an additional thirty (30) days to retest the failed items.

Step 5: If after the thirty (30) day period the employee is unable to pass the failed items, the employee will be required to have a Fit for Duty Evaluation by the Department's Occupational Health Care Provider. The Fit for Duty Evaluation will be done in accordance with NFPA 1582 and used to determine the employee's job suitability.

Step 6: In the event the Department's Occupational Health Care Provider determines the Employee cannot meet the requirement to maintain a firefighting position, the Employee will be removed from duty pending review by the Administration.

Section 2:

The City and Union jointly agree that although the standards set forth in this Article are minimum standards, the demands of emergency service work require a Firefighter to maintain physical fitness beyond any established minimum. The City and Union both encourage Firefighters to work to exceed the minimums.

Section 3:

The City of Westbrook will provide certified instructors for the initial program for all those participating to advise employees the proper ways to avoid injuries while exercising. In addition, remedial training will be provided for those that have failed the test.

Section 4:

The City of Westbrook agrees to waive physical fitness requirements for any Employee with job-related injuries that would preclude their performance on the physical fitness evaluation, as determined by a physician. Further, should any Contract Employee be suffering from a temporary disability due to injury or accident off the job, the physical fitness examination may be postponed for a reasonable length of time at the request of the employee.

Section 5:

The City of Westbrook agrees that the physical fitness testing shall be administered to employees at times that are reasonable to their work schedules, with prior notice, and that notice is given at least a full shift between the time the employee works, and the time said physical test is administered.

Article 30 – Terms of Contract

It is mutually agreed that all negotiable benefits or terms and conditions of employment affecting the Members of the Unit, which are not covered by the Agreement, shall remain in full force and effect throughout the duration of this Agreement. This Contract may be re-opened for renegotiations only by mutual agreement of both the City and the Union.

This Agreement shall commence upon the date of execution and shall remain in force and effect until June 30, 2027.

Catastrophic Event/Force Major: The parties agree that, in the event that an unforeseen financial crisis should occur during the term of this Contract, which event seriously impacts the ability of the City of Westbrook and/or its citizens to meet budget obligations- by way of example, but not limited to, a decrease in the municipal valuation by \$50,000,000. or more, or the passage of a citizen or legislatively initiated tax cap of 1 ½ % or less, or an equivalent reduction in revenues- then with 60-days written notice to the Union, the Agreement shall be considered terminated, and the parties both agree to renegotiate the terms of the Contract. During the period of re-negotiations, the provisions of the Contract remain in full force and effect.

In the event either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the first paragraph.

Article 31 - Implementation of the Fire Rescue Services Report

The City and the Union agree to implement the Fire Rescue Services report as adopted by the City Council, agreed upon within this Agreement and further clarified within this article.

The parties recognize the changing role of the Union from principally an equipment operator for fire suppression to a comprehensive Fire/EMS system. Further, both parties recognize the contrasting goals of providing the best service for the community in a fully integrated fire and emergency medical services system.

The intent of the plan is to fully integrate fire and emergency medical services, while addressing critical staffing and operational deficiencies and improve the effectiveness and efficiency of the Fire & Rescue Department. The goal is to reach the following staffing levels in a deliberate fashion, while recognizing the financial impact of the plan.

In an effort to improve operations using the Quint Concept approach, the City and Union agree that the following changes in staffing goals will be reached. Staffing goals will be changed as compared to those outlined in the Fire & Rescue Services Report as follows:

- Two (2) Rescue Units staffed with Two (2) Employees each.
- One (1) Primary Attack Engine (Quint) with four (4) Employees.
- One (1) Secondary Engine at Station 3 (Prides Corner) with two (2) Employees, cross manned with two (2) Employees from the rescue vehicle housed at this station.
- One (1) Engine Company and one (1) Squad Company staffed by Call Company Employees.
- The City reserves the right to adjust staffing and specifics of the apparatus personnel for legitimate business needs.

To accomplish effective cross-manning at all times, effective June 1, 2006, all Part-Time or Per Diem Employees hired to staff response units (Fire or EMS) shall be required to be a licensed EMT and certified as a Firefighter I within 24 months of their date of hire as a condition of employment. These employees, as a condition, are required to perform fire or EMS duties as directed. As soon as practical but no later than July 1, 2009, in order to provide effective dual role staffing at the Prides Corner Station, Per Diems assigned to that station shall be dual role (Fire/EMS) certified to at least the EMT - Basic / Firefighter One (1) levels.

1. Both parties recognize that it is generally considered advantageous for employees to be afforded rotation between EMS and fire suppression activities. Effective July 1, 2008, it is the goal of the parties that all required paramedics assigned to the rescue tech positions be afforded the opportunity to spend at least one 12-hour shift per

month of their work time (as defined by the principal assignment) away from the rescue discipline. Required Paramedics may elect to waive this opportunity on a month-to-month basis in order to spend the majority of their assigned time on a Rescue Unit. During this assignment time it shall be the swing person's duty to fill the rescue tech position unless otherwise opted by a more Senior Employee. Swing persons shall not have the right to waive this opportunity in an effort to prevent temporary assignment away from firefighting duties. The Captains will implement this goal as outlined in Article 7 Section A Paragraph 3 while being mindful of paramedic coverage for the City.

2. Effective January 1, 2009, the City mandatory staffing obligations contained in the Fire Rescue Services Report shall be deemed fully implemented.
3. The Fire Rescue Services Plan will be considered fully implemented once the City has hired Union Employees to replace all Per Diem Employees.
4. If the City creates new Per Diem positions the City and Union agree to meet and discuss the process for filling potential open shifts and other additional items of concern that may affect the provisions of this Contract.

Article 32 - Fire Rescue Services Plan Transition

During the transition period of the Fire Rescue Services Plan, from inception to full implementation, the parties agree to a specific plan in order to assure the proper emergency medical services. That plan is as follows:

- A. Whenever a paramedic vacancy occurs, within the Per Diem ranks any existing paramedic that is currently working that shift shall provide paramedic level coverage for the community. Such coverage does not dictate that the existing paramedic shall serve on the rescue as a primary assignment. The actual decision of primary vehicle assignment shall be subject to policies developed by the Fire Chief and as outlined in the Captains duties (Article 7).
- B. After the hiring of required Paramedics and when a vacancy may occur in paramedic coverage for a specific shift, any existing paramedic working that shift shall provide paramedic coverage for the community, as outlined in the above paragraph.
- C. At any time in the future, if there is no paramedic working, including required paramedics, then any existing paramedic working shall provide paramedic coverage for the community.
- D. When Union required paramedic shifts are open resulting in overtime opportunities, the customary union overtime process will be utilized to fill these shifts based on EMS license level. These overtime shifts will be filled with Union Employees.

- E. The parties agree to implement paramedic coverage for the community on a 24/7 (24 hour/7 day a week) basis. To accomplish this and other enhancements to the emergency medical services, the parties shall:
1. Except for the specific day Firefighter positions, the City shall hire the next eight (8) vacancies as required paramedics.
 2. Two (2) of the required paramedics shall be assigned to each shift.
 3. Required paramedics will be assigned primary paramedic coverage, prior to any existing paramedic, except as otherwise noted in this Contract.
 4. When there have been twelve (12) required paramedics hired, three (3) will be assigned to each shift.
 5. If a vacancy is created within the Union and there are ten (10) required paramedics, then the parties agree to the following:
 - a. The City will establish a process to notify each required paramedic of the vacancy. Each employee will use the process established to notify the Fire Chief of their intent to seek the vacancy and vacate their position as a required paramedic.
 - b. Should more than one (1) employee desire the vacancy, then seniority shall be the deciding factor.

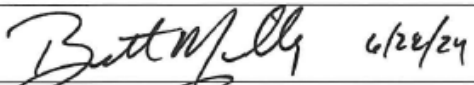
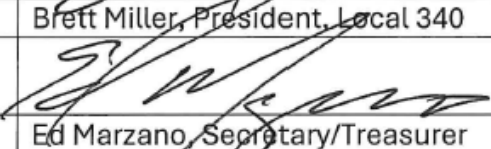
Article 33 - LODD Benefit

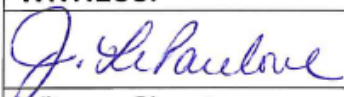
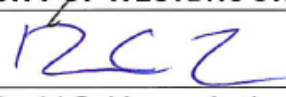
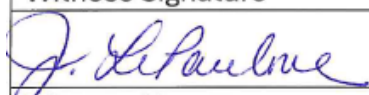
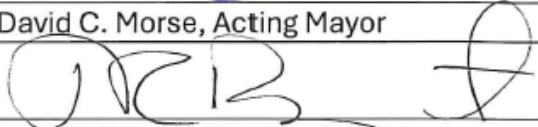
The parties acknowledge that Maine Law provides certain benefits when Firefighters or Emergency Medical Service Employees die in the line of duty. Maine's workers' compensation law, at Title 39-A MRSA § 215 and 216, provides for death benefits, burial expenses, and incidental compensation. Title 25 MRSA§ 1611, provides for a death benefit payment by the State of Maine when Firefighters or Emergency Medical Service Employees die in the line of duty. The determination of whether benefits are to be paid and who is eligible for such payment will be made in accordance with the applicable statutory provisions.

As part of the benefits information provided to new employees of this Unit, Title 39-A MRSA § 215 and 216 and Title 25 MRSA§ 1611 will be provided.

Employees will also be eligible for any and all federal benefits that may be available for LODD.

In WITNESS WHEREOF the parties have set their hands this 26th day
of June, 2024

WITNESS:	WESTBROOK FIRE & RESCUE DEPARTMENT UNION – TEAMSTERS, LOCAL 340
	 6/26/24
Witness Signature	Brett Miller, President, Local 340
	
Witness Signature	Ed Marzano, Secretary/Treasurer

WITNESS:	CITY OF WESTBROOK, MAINE
	
Witness Signature	David C. Morse, Acting Mayor
	
Witness Signature	Jerre R. Bryant, City Administrator

BARGAINING TEAMS:	
Union	City
Ed Marzano	Jerre Bryant
Joe Carroll	Angela Holmes
Jonathan Keenan	Brian Langerman
Matt Lamontagne	Joanne LePauloue
Adam Vining	Stephen Sloan
Caleb Young	Gary Wagner

Authorized by the Westbrook City Council on June 10, 2024, by Order No. 2024-76.

Appendix A - Full-Time and Per Diem Wage Scale

Effective 7/1/24 - 6%	Base	1	2	4	7	10	13	16	19	22	25
FF Unlicensed	\$21.10	\$21.63	\$22.18	\$22.73	\$23.29	\$23.87	\$24.48	\$25.08	\$25.72	\$26.35	\$27.01
FF Basic	\$22.22	\$22.78	\$23.35	\$23.93	\$24.53	\$25.14	\$25.77	\$26.42	\$27.07	\$27.75	\$28.45
FF Advanced	\$23.32	\$23.90	\$24.51	\$25.12	\$25.75	\$26.39	\$27.05	\$27.73	\$28.42	\$29.13	\$29.86
FF Paramedic	\$27.17	\$27.71	\$28.26	\$28.82	\$29.40	\$29.99	\$30.59	\$31.21	\$31.82	\$32.46	\$33.11
Acting Lieutenant + \$2.50											
Lieutenant + \$3.50											
Captain + \$5.00											

Effective 1/1/25 - 5%	Base	1	2	4	7	10	13	16	19	22	25
FF Unlicensed	\$22.16	\$22.72	\$23.28	\$23.86	\$24.45	\$25.06	\$25.70	\$26.33	\$27.00	\$27.67	\$28.36
FF Basic	\$23.33	\$23.92	\$24.52	\$25.13	\$25.75	\$26.40	\$27.06	\$27.74	\$28.43	\$29.14	\$29.87
FF Advanced	\$24.49	\$25.10	\$25.73	\$26.38	\$27.03	\$27.71	\$28.40	\$29.12	\$29.84	\$30.59	\$31.35
FF Paramedic	\$28.53	\$29.09	\$29.67	\$30.26	\$30.87	\$31.49	\$32.12	\$32.77	\$33.41	\$34.08	\$34.77
Acting Lieutenant + \$2.50											
Lieutenant + \$3.50											
Captain + \$5.00											

Effective 7/1/25 - 4%	Base	1	2	4	7	10	13	16	19	22	25
FF Unlicensed	\$23.05	\$23.62	\$24.22	\$24.82	\$25.43	\$26.07	\$26.73	\$27.39	\$28.08	\$28.78	\$29.49
FF Basic	\$24.26	\$24.88	\$25.50	\$26.14	\$26.79	\$27.46	\$28.14	\$28.85	\$29.56	\$30.30	\$31.07
FF Advanced	\$25.47	\$26.10	\$26.76	\$27.43	\$28.12	\$28.82	\$29.54	\$30.28	\$31.03	\$31.81	\$32.61
FF Paramedic	\$29.67	\$30.26	\$30.86	\$31.47	\$32.11	\$32.75	\$33.41	\$34.08	\$34.75	\$35.44	\$36.16
Acting Lieutenant + \$3.00											
Lieutenant + \$4.50											
Captain + \$6.00											

Effective 1/1/26 - 4%	Base	1	2	4	7	10	13	16	19	22	25
FF Unlicensed	\$23.97	\$24.57	\$25.18	\$25.81	\$26.45	\$27.11	\$27.80	\$28.48	\$29.20	\$29.93	\$30.67
FF Basic	\$25.23	\$25.87	\$26.52	\$27.18	\$27.86	\$28.55	\$29.26	\$30.00	\$30.75	\$31.52	\$32.31
FF Advanced	\$26.48	\$27.15	\$27.83	\$28.53	\$29.24	\$29.98	\$30.72	\$31.49	\$32.27	\$33.08	\$33.91
FF Paramedic	\$30.85	\$31.47	\$32.09	\$32.73	\$33.39	\$34.06	\$34.74	\$35.44	\$36.14	\$36.86	\$37.61
Acting Lieutenant + \$3.00											
Lieutenant + \$4.50											
Captain + \$6.00											

Effective 7/1/26 - 4%	Base	1	2	4	7	10	13	16	19	22	25
FF Unlicensed	\$24.93	\$25.55	\$26.19	\$26.84	\$27.51	\$28.19	\$28.91	\$29.62	\$30.37	\$31.12	\$31.90
FF Basic	\$26.24	\$26.90	\$27.58	\$28.27	\$28.97	\$29.70	\$30.44	\$31.20	\$31.98	\$32.78	\$33.60
FF Advanced	\$27.54	\$28.23	\$28.95	\$29.67	\$30.41	\$31.17	\$31.95	\$32.75	\$33.57	\$34.40	\$35.27
FF Paramedic	\$32.09	\$32.73	\$33.38	\$34.04	\$34.73	\$35.42	\$36.13	\$36.86	\$37.58	\$38.34	\$39.11
Acting Lieutenant + \$3.00											
Lieutenant + \$4.50											
Captain + \$6.00											

Effective 1/1/27 - 4%	Base	1	2	4	7	10	13	16	19	22	25
FF Unlicensed	\$25.92	\$26.57	\$27.24	\$27.92	\$28.61	\$29.32	\$30.06	\$30.81	\$31.59	\$32.37	\$33.18
FF Basic	\$27.29	\$27.98	\$28.68	\$29.40	\$30.13	\$30.88	\$31.65	\$32.45	\$33.25	\$34.09	\$34.95
FF Advanced	\$28.65	\$29.36	\$30.10	\$30.86	\$31.63	\$32.42	\$33.23	\$34.06	\$34.91	\$35.78	\$36.68
FF Paramedic	\$33.37	\$34.04	\$34.71	\$35.40	\$36.12	\$36.84	\$37.58	\$38.33	\$39.09	\$39.87	\$40.68
Acting Lieutenant + \$3.00											
Lieutenant + \$4.50											
Captain + \$6.00											

Appendix B – Clothing Allowance and Fitness Item List

Fire Equipment:	Uniforms:
Hand Tools	Short Sleeve Uniform Shirts
Axes	Long Sleeve Uniform Shirts
NY Multi Hook	Station Pants
Pocketknives	Turtleneck Shirt
Pocket Spanners	Job Shirts
TNT Tool	Winter Hats
Crescent Wrenches	Baseball Cap with WFD
Screwdrivers	Work Out Shorts
Lineman Pliers	Work Shorts
Leatherman	Polo Shirts
Haligans	T-Shirts
Wedges	Seasonal Coats
Closet Hooks	Footwear
Rescue Harness	
Personal Escape Bags	EMS Equipment:
Life Safety Rope	Personal Stethoscopes
Bail Out Bags	Jump Kits
Carabiners	EMS Protocol Computer Software
Figure 8	Trauma Shears
Personal BA Mask	Microshields
Personal BA Amplifier	Glove Pouches
Personal Radios	Eye Protection
Personal Radio Strap/Holster	Pen Lights
Radio Speaker Mics	Clipboards
Hand Lights/Flashlights	Briefcase
Eye Protection	
Safety Sunglasses	Physical Fitness:
Extrication Gloves	Work-Out Clothing
Leather Gloves	Exercise Equipment
Gear Bags	Gym Membership
Webbing	Nutritional Supplements
Safety Vests	
Forestry Equipment	
Pry Axe	
Pro Series Ladder Belt	
Personal Headsets	
Water Rescue Equipment	
Personal Pages for Notifications	

Appendix C – Annual Physical Assessment Test

Test will be completed wearing street/work-out cloths and not fire turn out gear.

Stair climb

The Firefighter will climb stairs at a rate of 60 steps per minute for 3 minutes (total 180 steps). Calculation of resting heart rate will be taken one-minute post climb.

Charged Hose Line Pull

The Firefighter must pick up the nozzle and proceed 75 feet. The Firefighter can carry the charged hose line using the pistol grip or place the charged hose line over their shoulder. The hose will be 150 feet of 1 ¾”.

Equipment Carry

The Firefighter will pick-up and carry two (2) 35 lb. weights (simulating two (2) saws/water can/stair chair) and carry them a total of 100 feet.

Ladder Raise and Extension

The Firefighter will lift and extend a 24-foot ladder or simulate ladder raise using a 50 lb. box with dowel handles from floor to chest height, and then to overhead. The ladder will be raised one (1) time.

Search

The Firefighter will crawl on their hands and knees for 50 feet.

Rescue (Dummy Drag)

The Firefighter will grasp a 150 lb. dummy under its arms or by the attached webbing and drag it 35 feet, make a 180-degree turn, and return the dummy to the starting point (total of 70 feet).

Ceiling Breach and Pull

Using a cable column with a bar handle attached, the Firefighter will hold the bar in a vertical position as if they were holding a pike pole or sheetrock puller. With the pulley at the lowest position, the Firefighter will push up on the bar (pushing upward) with a force of at least 50 lbs. three times. Repeat 5 times. With the pulley at the highest position, the Firefighter will pull down on the bar (pulling down) with a force a force of at least 80 lbs. 5 times. Repeat 5 times.

Aerial Climb

The Firefighter will climb the entire length of the extended aerial in a controlled fashion. The Firefighter will be secured with a safety rope and belt. The aerial will be set to a length of 100 feet and will not exceed 70 degrees.