

**UNION CONTRACT**  
**CITY OF BATH**  
**and**  
**PROFESSIONAL FIRE FIGHTERS OF BATH, IAFF Local 1611**  
**CAPTAINS UNIT**

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**ARTICLE 1  
PREAMBLE**

**Section 1:** This Agreement is entered into by and between the City of Bath, Maine, hereinafter referred to as the "City" and/or the "Employer", and the Professional Fire Fighters of Bath, IAFF Local 1611, hereinafter referred to as the "Union" and jointly referred to as the "Parties". Pursuant to the provisions of Title 26 M.R.S. Chapter 9-A, Section 961 et. Seq. [Referred to as the Maine Public Employees Labor Relations Act], the parties have entered into this Agreement in order to establish mutual rights, provide for equitable adjustment of differences which may arise, establish proper conditions of employment and compensation, and to promote effective municipal operations.

**ARTICLE 2  
UNIT RECOGNITION**

**Section 1:** The City recognizes that the Union, IAFF Local 1611 represents the Captains Bargaining Unit. In addition, the City agrees to recognize any and all elected, appointed and/or designated Officers, Staff, or other designated representatives of IAFF Local 1611 as representatives of this unit as determined by the President of IAFF Local 1611 and/or his/her designee.

The point of contact for the City shall be the Fire Chief or his/her designated representative unless otherwise agreed to in this Agreement. The point of contact for the Union shall be the President of IAFF Local 1611 or his/her designated representative unless otherwise agreed to in this Agreement.

**Section 2: Captains Bargaining Unit:** The City recognizes the Union as the exclusive bargaining agent and/or representative for the purpose of collective bargaining relative to wages, hours, grievance/arbitration issues, and other mandatory subjects of bargaining all City of Bath employees included in the bargaining unit certified by the Public Employee Labor Relations Board on July 16<sup>th</sup>, 2015 as outlined below:

**Included:** All full-time Fire Captains of the Bath Fire Department employed by the City of Bath.

**Excluded:** Fire Chief, Deputy Chief, Firefighters and all other employees employed by the City of Bath are not included in this Unit.

**Section 3:** Individual employees of the bargaining units described herein are to regard themselves as public servants, and as such, they are to be governed by the highest ideals of honor and integrity in order that they may merit respect and confidence of the general public.

**Section 4:** The City and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment, nor will they limit, segregate or classify employees in any way to deprive any individual employee of

employment opportunities because of such individual's race, color, sex, sexual orientation, physical or mental disability, genetic pre-disposition, religion, age, ancestry or national origin, condition of handicap, or other legally protected category, except where based on a bona fide occupational qualification.

**Section 5:** The City agrees that it will not enter into any individual or collective agreement with any unit employee[s] covered by this agreement in conflict with the collective bargaining agreement or other mandatory subjects of bargaining.

### **ARTICLE 3 EMPLOYEE RIGHTS & RESPONSIBILITIES**

**Section 1:** Unit Employees included in the Captains Unit that are covered by this Agreement shall have the right to join, or refrain from joining, the Union. No member of the Union shall be favored or discriminated against, either by the City or by the Union, because of membership or non-membership in the Union. The individual members of the Bargaining Unit are to regard themselves as public servants, and as such, they are to be governed by the highest ideals of honor and integrity in order that they may merit the respect and confidence of the general public.

**Section 2:** The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

**Section 3:** The work to be performed by the Captain[s] of the Fire Department shall consist of those duties and responsibilities as outlined in the Official Position Description (See Appendix A) and other duties and responsibilities as assigned by the Fire Chief pertaining to the Fire Department that is not in conflict with this Agreement.

**Section 4: Residency:** The City of Bath shall not impose a geographical residency requirement upon any unit employees.

**Section 5: Probationary Period for Unit Employees:**

All new Captains promoted from the firefighters bargaining unit will be placed on probationary status for a period of one [1] year from date of appointment. Any captain while in the probationary status that is not meeting expectations and/or fulfilling his/her Captain's duties and/or responsibilities may be demoted back to their previous position within the Fire Department, at any time during their probationary period with or without cause and such demotion is not covered under Article 10 of this Agreement. However, nothing in this section prevents the City from taking disciplinary actions against a probationary Captain for other acts of misconduct and/or his/her failing and/or refusing to comply with established work rules or conditions of employment pursuant to Article 10 of this Agreement.

A Captain that is hired from outside the Bath Fire Department will be placed on probationary status for a period of one [1] year from date of hire. Any captain while in the

probationary status may be disciplined, up to and including termination at any time during the probationary period with or without cause and such personnel actions are not covered under Article 10 of this Agreement until they have successfully completed their one [1] year probationary period. These Probationary captains may elect to become members of the Union after they have completed six [6] months of their probationary period and will be covered by the terms and conditions of the Agreement except as outlined in this section. After the expiration of the probationary period, any and all disciplinary actions taken would be pursuant to Article 10 of this Agreement..

#### **ARTICLE 4 MANAGEMENT'S RIGHTS**

**Section 1:** The City shall have the exclusive right to hire, promote, demote, transfer, make regulations for safety of employees, increase or decrease the work force, suspend or otherwise discipline and discharge for just cause any employee of the Fire Department and to make and enforce rules and regulations governing the conduct and the work of its employees as are not specifically inconsistent with the provisions of this agreement. The within enumerated rights are solely vested in the City, subject to the provisions of the City Charter and Rules and Regulations adopted pursuant thereto and subject to the provisions of this Agreement.

**Section 2** The City shall notify the Union in writing of any proposed changes to personnel policies, practices and/or matter affecting the working conditions of unit employees at least fourteen [14] working days prior to the implementation date of the proposed change. Upon receipt of such proposed change, the Union shall notify the City within ten [10] days to respond to the proposal and normally four (4) days when the proposal has a direct and immediate impact on public or employee safety.

**Section 3:** The City agrees to provide equal opportunity to all employees with respect to appointments and general working conditions, without regard to union membership, , race, color, sex, sexual orientation, physical or mental disability, genetic pre-disposition, religion, age, ancestry or national origin, political affiliation, or any other legally protected category.

**Section 4:** The City shall indemnify and hold harmless (within the limits of the City's insurance and as prescribed by law) for loss or damage, all unit employees from any personal financial loss and expense including reasonable legal fees and costs if any, arising out of any claim, demand, suit or judgment against the indemnified person provided the employee is acting reasonably within the scope of his or her job responsibilities.

**Section 5:** Wherever this Agreement refers to City Manager or the Fire Chief, it shall be understood that such terms shall include any lawful designee acting in the place of the Fire Chief and/or the City Manager, including, but not limited to, duly appointed assistants.

## **ARTICLE 5 UNION RIGHTS AND RESPONSIBILITIES**

**Section 1:** The Union is entitled to act for and negotiate collective bargaining agreements covering all employees in the Captains Bargaining Unit. The Union is responsible for representing the interests of all unit employees in these Units without discrimination and without regard to labor organization membership. However, nothing in this Agreement shall be so interpreted as to require the Union to represent a bargaining unit employee in processing a grievance, or to continue to represent him/them, if the Union considers the grievance to be invalid or without merit.

The Union further agrees to guarantee equal protection and service to all eligible employees covered under this Agreement without regard to union membership, race, color, sex, sexual orientation, physical or mental disability, genetic pre-disposition, religion, age, ancestry or national origin, political affiliation, or any other legally protected category.

**Section 2:** The Union shall be given the opportunity to have a representative at any formal discussion between one or more representatives of the Fire Department, the City or the City and one or more employees in the unit or their representatives concerning any grievance or any examination of an employee of the unit by a representative of the City or the City in connection with an investigation if the employee reasonably believes that the examination may result in a disciplinary action against the employee and the employee requests representation. In the event the Employee opts out of having a Union representative present during the meeting for any reason, including, but not limited to the information is personal and/or confidential, the City representative in attendance at the meeting will keep the Union apprised of any action which directly impacts this agreement. If a union representative is not given the opportunity to be present during the meeting because the employee has opted out of having the union present, any resolution shall not be cited as precedential by either the Union or the City unless said resolution is mutually agreed to by the City, the Employee and the Union.

**Section 3:** The City agrees to recognize the elected officers of the Union and any persons appointed to a position of responsibility as duly designated officials of the Union. The Union agrees to submit to the City a list of officers/appointments within 30-days after changes made.

**Section 4:** The City agrees to provide a bulletin board for the Union in the Central Fire Station for official union business.

**Section 5:** It is agreed that Union officials, as described in Section 3 above, are authorized a reasonable amount of official time away from the job to promptly and expeditiously perform their representational and Union duties and responsibilities on behalf of their bargaining unit members they represent. Authorization for utilizing official time must be obtained from the Fire Chief prior to any Union official utilizing official time. Additional time may be authorized by the Fire Chief as needed.

**Section 6:** The Union may continue to conduct its business, including the conduct of Union meetings, at the fire station. The entire on duty crew will be allowed to attend. The conduct of Union business shall not interfere with normal activities of the Department. The Union agrees to notify the Fire Chief of the Dates/Times of the Union Meetings once such meetings have been scheduled. The parties agree that these meetings will not interfere with any emergency response of the Department. The regular monthly meeting shall not require advance approval of the Fire Chief; however, it may be cancelled by the Fire Chief within twenty-four (24) hours' notice. Any other meeting requires at least twenty (24) hours' notice, and with the advance approval of the Fire Chief, said approval will not be unreasonably withheld.

**Section 7:** The Union agrees that the Union, its officers, and members will not engage in strikes, slowdowns, or work stoppages. Such activities engaged in by unit employees may be just cause for dismissal.

**Section 8: Union Dues Deduction:** The City agrees to deduct Union dues and other voluntary contributions from the paycheck of any unit employee who submits a signed authorization form. Said deductions shall be remitted to the Union treasurer with a list of contributors on or before the 15<sup>th</sup> day of the following month and every month thereafter.

- a. The Union agrees to promptly refund to the City of any union dues amounts that are paid in error upon presentation of proper documentation thereof.
- b. The Union shall indemnify, defend and save the City and the City harmless against any and all claims, demands or grievances by any bargaining unit member or his/her personal representatives as a result of paycheck deductions by the City in reliance upon payroll deduction authorizations submitted by the Union to the City.

## **ARTICLE 6 LABOR ~ MANAGEMENT PARTNERSHIP**

**Section 1:** The Parties agree to establish and maintain a "Labor Management Relationship" that will open a new era where the Union, the City, the Fire Department and all Fire Department employees shall work together to create a workforce that is highly motivated, multi-skilled, and technologically advanced to meet the ever changing needs of the Fire Department and the City of Bath. Furthermore, the Parties agree to implement this Relationship with a firm commitment to avoid an adversarial relationship and work together towards developing and maintaining a Quality Labor-Management Relationship that fosters mutually beneficial outcomes. To this end, the parties agree to establish and maintain a Labor-Management Partnership Committee as outlined in Appendix B of this Agreement.

## **ARTICLE 7 PERSONNEL FILE**

**Section 1:** The City shall maintain a personnel file on each unit employee. Personnel files are confidential and are the property of the City and will be under the control of and maintained by the City Manager and/or their designee.

**Section 2:** All commendations, promotions, reprimands, complaints, disciplinary notices/actions, and other documentation that impacts employment of an employee, their grade, rate of pay or condition of employment shall be placed in their personnel file. A copy of each such item placed in their personnel file shall be given to the employee, who shall be required to sign the file copy. Such signature indicates only that the employee has seen the document. The employee may file a response to any such document normally within five (5) days of receipt of the document and have it attached to the file copy.

**Section 3:** Each full-time employee shall have the right to inspect their own personnel record upon written request and by arrangement with the City Manager or their designee. Reasonable access will be provided during normal work hours of the City offices.

**Section 4:** All discipline infractions and penalties will be placed and maintained in an employee's official personnel file. However, for progressive discipline purposes, the parties agree that the Shelf-Life for the disciplinary actions taken against a unit employee will not normally be considered and/or used for any future disciplinary actions as follows:

- a. Written Warnings (defined as documentation of an oral warning) will not be considered and/or used to support any additional disciplinary actions if the shelf life of the written warning is more than twelve [12] months old from the date of its occurrence, provided that no further infractions occur.
- b. Written Reprimands and Suspensions will not normally be considered and/or used to support any additional disciplinary actions if the shelf life of the written reprimand or suspension is more than thirty-six (36) months from the date of its occurrence, provided no further infractions occur, unless the Parties agree otherwise.

## **ARTICLE 8 SENIORITY**

**Section 1:** Fire Department seniority for Captains shall be determined by continuous service in the Bath Fire Department since the date the employee was promoted to the Rank of Captain. Continuous service shall be broken only by resignation, discharge, retirement, or layoff.

**Section 2:** The Fire Chief shall establish a seniority list and it shall be brought up to date on the first day of January of each year and posted at the Bath Fire Station bulletin board. A copy of the seniority list shall be E-Mailed to the Secretary of the Union. Any objection



to the seniority list as posted shall be reported to the Chief of the Fire Department, in writing via E-mail, within ten (10) days following the posting of such list.

## **ARTICLE 9 GRIEVANCE/ARBITRATION PROCEDURE[S]**

**Section 1:** A Grievance shall mean any claimed violation, misinterpretation or misapplication that may arise between the City, the Union and/or any bargaining unit employee[s] relating to this agreement, and Fire Department or Personnel Policies impacting mandatory subjects of bargaining.

**Section 2:** Nothing in this Article shall be deemed to deny an aggrieved unit employee the right to present their own grievance. In such event, the aggrieved employee shall forward a copy of the grievance being filed with any and all supporting information and material to the President of IAFF Local 1611. In addition, the Union shall have the right to be present at any meeting between the City, the City Manager, the Fire Chief, and the aggrieved employee[s] filing a grievance under this section. No resolution of a grievance under this provision shall be inconsistent with the provisions of this Agreement. The Union will be provided a copy of any decision rendered and/or settlement agreement made by the any Employer representative throughout the grievance process.

**Section 3:** Except in the case of disciplinary actions, individual identical grievances may be consolidated at Step 2 and processed by the Union as one grievance throughout the remainder of the procedure by mutual consent of the parties. Any decision rendered in connection with a consolidated grievance shall be binding on the other grievance[s].

**Section 4:** A grievance will be considered timely if it is submitted within twenty-eight (28) calendar days from the date of the incident out of which the grievance arose or within twenty-eight (28) calendar days of the date the grievant became aware of the incident.

The grievance must be presented in writing and contain a precise description of the grievance [who, what, where, when, how] with enough information contained therein to identify the specific nature of the grievance, the specific provision of the agreement, law, ordinance or policy in which the Fire Chief, or the City has discretion which is alleged to have been violated, a statement of the remedial action or relief sought, i.e., the personal corrective action desired, evidence [documentary, if available] to support the grievance, the name of the designated representative, and any additional pertinent information to support the grievance.

**Section 5: Informal Grievance Process:** Prior to filing a formal grievance under Section 6 below, the aggrieved party (or parties), a union representative, the Fire Chief, or his or her designee, shall meet informally on a date/time that is mutually agreeable to the parties in an effort to address the concerns/issues raised and resolve them if possible. Should the parties be unable to resolve the concerns, the formal written grievance will be advanced to Step 1 of this procedure. The informal process may be waived by mutual agreement of the parties.

## **Section 6: Grievance Procedure:**

**Step 1:** An employee[s]/Union who claims to have a grievance shall present it to the Fire Chief in writing as outlined in Section 4 above. The Fire Chief shall meet with the parties to resolve the grievance within ten [10] calendar days after receipt of the written grievance. If resolution of the grievance is not within the authority of the Fire Chief, he/she shall so inform the grievant and his/her representative at this meeting and refer them to Step 2 of the grievance procedure.

If the resolution of the grievance is within the Fire Chief's authority to resolve, he shall render a decision in writing within ten [10] calendar days from the date of the meeting with the aggrieved employee/Union. A copy of the decision will be provided to both the employee[s] and the employee[s]'s representative.

**Step 2:** If the Fire Chief's decision is unsatisfactory, the employee/Union may, within ten [10] calendar days after receipt of the Step 1 decision, forward it to the City Manager for action. The City Manager shall convene a meeting with the parties within ten [10] calendar days after receipt of the grievance. The City Manager shall render a decision in writing, within ten [10] calendar days from the date of the meeting with the aggrieved employee/Union. A copy of the decision will be provided to both the employee[s] and the employee's representative.

**Step 3:** If the City Manager's decision is unsatisfactory or the Parties are unable to resolve the grievance as a result of the Step 2 hearing, the Union may, within fourteen [14] calendar days of the Step 2 response, the parties within ten (10) calendar days after the notice requesting arbitration, shall attempt to select a mutually agreeable arbitrator. If the parties fail to agree on the arbitrator, then the matter shall be submitted to the Maine Labor Relations Board for appointment of a single arbitrator.

**Step 4: Arbitration Procedure:** The arbitrator shall confine himself/herself to the issue[s] raised during the grievance as submitted during Step 3 and any evidence related thereto. The arbitrator shall have no authority to add to, subtract from or modify any of the provisions of this Agreement. The arbitrator's decision shall be final and binding on the parties.

## **Section 7: Miscellaneous:**

- a. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue as a threshold question before the arbitrator.
- b. Failure by the grievant or the Union to adhere to the time limits within this grievance procedure shall terminate the grievance as null and void.

- c. Failure of the Fire Chief, City or the Select City or its representative to render a decision within the specified time shall be construed as denial of the grievance.
- d. Time limits outlined in this article may be extended by written mutual consent of the parties.
- e. Expenses for the arbitrator's services and the proceedings shall be borne equally by the City and the Union. Each party shall be responsible for compensating its own outside representatives and expert witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

## **ARTICLE 10 DISCIPLINARY ACTIONS**

**Section 1:** The parties agree that the purpose of disciplinary action is to correct the offending employee's behavior/performance and maintain discipline and morale among other Fire Department employees.

**Section 2:** The Fire Chief or City Manager, or their designee may bring any violation of this Agreement or Fire Department/City personnel policy and/or practice, including but not limited to, behavior or performance issues, or other concerns related to upholding the Department's practices and procedures. Such disciplinary actions shall only be taken for just cause. Any disciplinary action taken against an employee shall be subject to the grievance procedure.

**Section 3:** Notwithstanding the Fire Chief's or designee, ability to provide verbal counseling to any employee at any time and to document such events as may be necessary, disciplinary action may normally be dispensed in the following manner, although it need not be administered in this order:

- (a) Written Reprimand
- (b) Suspension without Pay
- (c) Demotion
- (d) Discharge/Termination

Disciplinary action shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being administered, taking into consideration an employee's past conduct. The sequence described above need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge, as determined by the Fire Chief or the City, subject to the employee's right to grieve the disciplinary actions pursuant to the provisions of Article 10 of this Agreement.

Nothing in this article prohibits the parties on a case-by-case basis agreeing to an alternate disciplinary action to correct the personnel infraction being alleged.

**Section 4:** Prior to initiating disciplinary action, the following procedures will normally be followed:

- a. If the Fire Chief/City contemplates the suspension or termination of an employee, he/she may be immediately placed on paid administrative leave pending the investigation and the final determination with respect to the proposed disciplinary action.
- b. The Fire Chief/City will issue a written notice of the alleged offense and proposed discipline within fourteen (14) calendar days, unless extended by mutual agreement of the parties. .
- c. A pre-action investigation or inquiry may be necessary to determine the facts. Part of this investigation may include a discussion with the affected employee and others having information about the incident.
- d. The employee will be notified in advance of the time of the discussion, and if the employee is advised that disciplinary action is being contemplated, the employee is entitled to have a Union representative present. Once a representative is requested the employee will be allowed a reasonable amount of time, to obtain union representation. In the event obtaining union representation may exceed five (5) calendar days, the employee shall notify the City and the parties will determine a mutually agreed upon time by which point union representation will be obtained. During this delay no further questioning of the employee will take place.
- e. The employee or his designated representative will be permitted to offer their written and/or oral statement to the deciding official during the pre-action investigation.
- f. The Fire Chief/City will make reasonable efforts to undertake disciplinary actions in a prompt and timely manner.

1) If an employee is subsequently suspended, he/she shall be notified in writing of the effective date[s], reason[s], the duration of the suspension and shall contain a statement reminding the employee of his/her rights under the grievance procedure outlined in Article 9 of this Agreement. During the period of suspension, employees shall remain obligated to pay the employee's share of insurance premiums as set forth herein.

2) If the employee is subsequently discharged, he/she shall be informed of the reason[s] for discharge and of the effective date of the discharge taking place. Said notice shall also contain a statement informing the employee of his/her rights of appeal under the grievance proceedings as set forth herein.

**Section 5:** All disciplinary actions shall become a part of the employee's official personnel file and shall be may be used for progressive discipline purposes pursuant to Article 8 of

this Agreement. If no disciplinary action is sustained against the employee, all reference to such action will be withdrawn from the employee's official personnel file.

## **ARTICLE 11 LAYOFFS & REDUCTION IN FORCE**

**Section 1:** In the event the City determines it is necessary to layoff personnel in the Fire Department, unit employees shall be laid off according to seniority qualifications.

**Section 2:** In the event of a reduction in force [layoff] of a Captain's position, the laid off Captain will return to a Firefighters position and the least senior Firefighter will be laid off. Should a future Captain's vacancy occur after the layoff, the laid off Captain will be promoted to fill that vacancy and his/her seniority restored.

**Section 3:** All employees shall be given a thirty [30] calendar day written notice prior to layoff, absent extenuating circumstances.

**Section 4:** In order for laid-off employees to be considered for recall, they shall maintain their minimum level of certifications. During the two (2) year layoff period, the laid off employee will be kept on the Fire Department roster for purposes of maintaining appropriate licensure. Laid-off employees shall be recalled in reverse order of layoff. The recall period shall be twenty-four [24] months from the effective date of the layoff. Notice of the recall shall be sent by certified mail, return receipt requested, to the last known mailing address of the laid-off employee. It shall be the responsibility of the employee to provide the City Manager with the employee's current mailing address. The employee shall have fourteen [14] calendar days from the first attempt by the post office to deliver the certified letter to inform the City Manager, in writing, of his/her intent. No new employees will be hired until all unit employees on layoff have been given the opportunity to return to work.

**Section 5:** Laid off employees shall be given hiring preference for any Unit and/or City vacancies if the employee is qualified] for two [2] years from the date of the layoff.

**Section 6:** If an employee is laid-off, he/she shall be paid all accrued and unused, vacation and holiday pay in one lump sum as of the effective date of layoff. In the event a laid-off employee is reinstated within one [1] year of layoff, he or she shall have all previous creditable service restored and shall be immediately eligible to accumulate annual leave as otherwise set forth in this agreement.

## **ARTICLE 12 HOLIDAYS**

**Section 1:** In view of the necessity of staffing the Fire Department over the course of normal holidays, which are holidays recognized and adopted by the federal/state government, and the City, unit employees shall receive either additional time off or pay at the rate of one hundred thirty (130) hours per year.

**Section 2:** The choice between time off and holiday pay shall be at the option of the employee. The pay/time off shall accumulate in arrears at the rate of one hundred thirty (130) hours. New employees begin accruing at their start date, at a rate of 10.83 hours per month. If the employee elects to be paid for the hours or any portion thereof, pay shall not be required until after the fifteenth day of the first month of the fiscal year. If the employee intends to take the hours as time off, he/she shall be required to make that election on or before the first day of the last month of the fiscal year. Employees shall provide at least twenty-four (24) hours' notice to use holiday time or holiday time may be denied if the overtime is unable to fill the vacancy.. If no election is made to take the accrued hours as time off, then the employee shall be paid the balance of hours before the last day of the last month of the fiscal year. Where compensation is elected, it shall be paid at the hourly rate of time & one-half of the employee's hourly rate.

### **ARTICLE 13 VACATION, SICK AND MAINE EARNED PAID LEAVE**

**Section 1: Annual Leave [Vacation Leave]:** Vacation annual leave shall be granted to all unit employees on an annual accrual basis. Vacation time is granted to eligible employees based upon length of service and anniversary date. If there is a break in service, eligibility for vacation will be based on the employee's current hire date. Vacation leave can be utilized in increments of one (1) hour.

- a. Bargaining unit employees eligible to for annual leave shall accrue their leave as follows:
  - After six (6) months of service twenty-four (24) Hours
  - After one (1) year of service Ninety-six (96) Hours
  - After two (2) years of Service one hundred-twenty (120) Hours
  - After five (5) years of Service one hundred-forty-four (144) Hours
  - After fifteen (15) years of Service on hundred ninety-two (192) Hours
  - After twenty (20) years of Service two hundred forty (240) Hours
  - After twenty-four (24) years of Service two hundred eighty-eight (288) Hours
- b. Unit employees may carry for use in the following year an amount of Vacation Leave accrued in that year. Vacation Leave shall accrue on the employee's anniversary date of hire as a Bath FD employee.
- c. All vacation leave requires the approval of the Fire Chief and/or his designee. Vacation leave requests shall not be unreasonably denied. Only one (1) member from each Unit may be on vacation at a particular time.
- d. Upon termination or at the end of the employee's employment with the City of Bath, unit employee[s] shall be paid, at his/her base rate for all unused vacation leave at the time of separation.

**Section 2: Sick Leave:** Unit employees will accrue sick leave at a rate of 17.5 hours each full calendar month of service and may accumulate up to 1,638 hours of sick leave. Unit employees will be permitted to use sick leave from the beginning of employment. Any time used in arrears will be deducted as it accrues for any new employees with up to two years of service, and at a maximum of 96 hours.

- a. Sick leave may be granted for and used for personal non-service-connected mental or physical injuries, illness, or diseases.
- b. A maximum of 48 hours can be used to care for immediate family members that include spouse, children, stepchildren, mother, father. Additional time may be granted at the discretion of the Fire Chief.
- c. Sick leave shall also be available for medical appointments; however, they shall be scheduled for off-duty time whenever possible. When scheduled during duty time, the period of sick leave will be the period of transportation to the medical facility, the appointment itself, and return travel to the station.

**Section 3: Procedure for Requesting & Utilizing Sick Leave:** An unplanned single-shift absence is an unexpected physical or mental illness, injury, or disease which prevents and employee from performing the essential functions of their job or that compromises their health and safety or that of their colleagues or the public. Employees of the Fire Department may not be paid sick leave unless they notify the Duty Officer the night before the employee's shift, but normally no later than 6:00 A.M. on the day of the shift, absent extenuating circumstances. At the time of the sick leave request, the employee must provide information to the Duty Officer to complete the Leave Request Form. It is the Duty Officer's responsibility to ensure the form is completed and submitted correctly. The employee should complete and sign a Leave Request Form as soon as possible but no later than the next shift or upon their return to work and submit it to the duty officer.

**Section 4: Medical Certification Requirement:** The City may require a unit employee to provide a medical certificate from their Medical Care Provider [MCP] upon returning to work for absences of two [2] or more consecutive shifts (based on the member's regular schedule). Pending receipt of such medical certification, the City may withhold approving the use of the employee's sick leave until the medical documentation is provided.

**Section 5: Sick Leave Misuse:** The Parties encourage unit employees to utilize their accrued sick as outlined in this agreement to ensure that employees have adequate sick leave to utilize for covered injuries, illnesses, and care of their family members. To this end, the Chief, or designated representative may review the sick leave records of unit employees from time-to-time to determine if there are potential patterns of sick leave misuse. Such patterns of such sick leave misuses may include but are not limited to the following:

- 1) The firefighter uses sick days as soon as they are credited to them.
- 2) Use of sick leave the shift before or the shift after scheduled vacation, floating holidays, or swaps.

- 3) Use of sick leave on the days for which leave had been previously requested but denied.
- 4) Use of sick leave on a particular day of the week.
- 5) Use of sick leave which corresponds to an undesirable work assignment.

If the Fire Chief or their designee finds evidence of sick leave misuse, disciplinary action may be imposed pursuant to Article 10 of this Agreement. Absent gross misuse or misconduct, the first offense will not result in disciplinary action above a written warning. However, subsequent offenses may result in further disciplinary actions up to and including termination of employment.

**Section 6: Maine Earned Paid Leave Act:** Use of leave pursuant to this article is intended to comply with Maine's Earned Paid Leave law which takes effect on January 1, 2021 and any future revisions. The parties acknowledge that the provisions of this article, in addition to other available time off in this Agreement, including but not limited to holiday and bereavement, provide a greater benefit than the law requires. Time off used and requested will be applied to the appropriate accrual. In the event that the request for time off needed does not clearly fall into one of the permitted leaves provided by this Agreement, and is otherwise time off permitted by MEPL, leave will be deducted from vacation/sick time and can be taken in one hour increments. The first forty (48) hours of any leave taken at the beginning of each year, will be designated as MEPL.

#### **ARTICLE 14 OTHER ABSENCES AND LEAVE**

**Section 1: Bereavement Leave:** Bereavement leave (with pay) of up to two (2) consecutive shifts, shall be granted to a unit employee[s] in the event of a death in his or her immediate family and twelve (12) hours for the death of other relatives. Should a unit employee have a good faith reason to take this bereavement leave in non-consecutive shifts, the employee may submit a written request to the Fire Chief and/or designated representative for review and approval. Such requests will not be reasonably denied.

For the purpose of this Section, Immediate family is defined as spouse, children, stepchildren, parents, brothers, sisters, stepparents, stepbrothers, stepsisters, mother-in-law, father-in-law, grandparents, and grandchildren of the employee. Other relatives is defined as grandfather (in-law), grandmother (in-law), great grandfather (in-law), great grandmother (in-law), brother-in-law, sister-in-law, uncle, aunt, spouse's uncle and aunt, great aunt and uncle, spouse's great aunt and uncle, first cousin and spouse's first cousin.

In the event the unit employee is on paid vacation at the time of the death of a relative, the bereavement leave will not be charged against your vacation credit. Additional vacation or sick leave may be granted to compensate for those days used as bereavement leave.



**Section 2: Military Leave:** The City supports all of its employees who continue to serve in the military and commits to ensure all employees are supported in their service to our nation. The City will not discriminate against any employees who serve in the military and will follow all state and federal laws to ensure they are supported in their service.

**Section 3: Jury Duty:** The City considers it a civic duty to serve on a jury when summoned. In the event a full-time employee is selected to serve as a juror, during a regularly schedule shift, the City agrees to pay the difference between that employee's City salary and his/her jury stipend exclusive of mileage which the employee receives from the Court. The employee must also produce a written statement from the appropriate court/ public officials showing the date and time served and the amount of pay received.

When serving on a jury, the employee is expected to call their Department Head daily to advise them of their status. In addition, the employee is expected to return to their job if excused from jury duty during their regularly scheduled shift.

**Section 4: Family Medical Leave:** The Family and Medical Leave Act (FMLA) entitles unit employees to take unpaid, job-protected leave for specified family and medical reasons. The FMLA will be administered in accordance with state and federal law.

**Section 5:** The City Manager may, at his or her discretion, grant permanent members of the Fire Department a leave of absence. During a firefighter's term of employment, the Employee may, at the discretion of the City Manager, be granted multiple leaves of absence; however, the term of any such leave or consecutive leaves, shall not exceed one year. During such leave of absences granted by the City Manager, such member shall retain all rights of seniority, but all other benefits shall be suspended.

The employee, however, may continue insurance benefits at his own expense. Family and medical leave may be taken in accordance with the provisions of applicable State and Federal law. During the course of such leave, medical benefits shall continue but all other benefits shall be suspended.

**Section 6: Trading of Time:** Trading of Time [Shift Swaps] maybe exchanged between any member Captain of the BFD at the discretion of and approval of the Fire/Deputy Chief and or Deputy Chief . The City assumes no liability or responsibility for managing, tracking or paying for any work swaps.

**Section 7: Educational Leave:** Educational leaves may be granted upon the recommendation of the Chief of the Department and at the sole discretion of the City Manager. Such leaves shall be without pay and shall not exceed four (4) months in duration.

**ARTICLE 15**  
**HOURS OF WORK AND OVERTIME**

**Section 1: Hours of Work:** The regular work week for unit employees shall consist of an average of forty-two [42] hours per week based on a twenty-eight (28) day work period. Work shall be performed on the basis of one [1] twenty-four [24] on duty followed by three [3] twenty-four [24] days off duty with shifts to change at 0700 hours.

**Section 2: Overtime:** The City may require unit employees to work beyond the end of their scheduled shift and in addition to their regular 42-hour work week for public safety reasons. Overtime is defined as time worked over forty-two [42] hours a week. Overtime shall be paid at the rate of one and one-half [1 ½] times the employee's hourly rate for "all" hours worked over 42 hours per week.

**Section 3:** No employee shall work overtime unless authorized by the Fire Chief and/or his designee.

**Section 4: Recall Back:** Off duty bargaining unit members responding to a mandatory training, sick leave replacement or vacation leave replacement shall be paid at overtime rates for the time actually on duty. For call back a minimum of three (3) hours will be guaranteed. Each call back shall continue until relieved and if a subsequent call back shall occur after the member has been relieved, then that second or subsequent call back shall be subject to the three (3) hours minimum. Responder(s) to a call back shall be required to report to the station within fifteen (15) minutes of accepting the call back.

**Section 5: Scheduled Meetings/Training:** All unit employees shall attend mandatory training when scheduled by the Fire Chief. The Fire Chief shall provide a forty-five (45) days written notice to the Union President of the training that is being scheduled. If mandatory training is scheduled during a period of time that a unit employee is previously scheduled for vacation leave, the unit employee will be afforded an opportunity to make-up any training missed upon his returned to work.

**Section 6:** If the City establishes a day shift, or if vacancies occur on the shift, existing members of the Department will be given the first opportunity to volunteer for the shift. The day shift will be staffed initially with new employees, to the extent that volunteers among current employees are not available. If a vacancy occurs in the twenty-four (24) hour shift, and the City elects to fill the vacancy, any day shift employee shall have the opportunity to change to the twenty-four (24) hour shift based on seniority.

**Section 7: Acting Out of Rank:** Unit employees may perform temporary service in a Captains position where the Captain is out for five (5) consecutive shifts. The unit employee filling in for a Captain shall be compensated at the probationary Captains hourly rate.

**Section 8: Forced Overtime.** Anytime the City sees fit to hire staffing that creates overtime and that time is not filled after making every attempt to use the current overtime procedure a member may be forced into work based on the following process:

- A second forced overtime book will be kept by the union. This book will be inverted from the current overtime book with the lowest person with seniority on the top. Hours will start at zero and then added as forced overtime is filled.
- The member with the lowest seniority and lowest amount of accrued forced overtime will be forced first. All possible attempts will be made to make contact with that person.
- The person being forced must be able to start working within one hour of being summoned for the forced overtime.
- The City shall hold over the junior person or a volunteer from the previous shift until the position is filled.
- During said time someone is forced every attempt will still be made to find coverage for the shift by the person that was forced in on overtime.

**Section 9: All Hands.** When the department is faced with an actual or impending emergency that requires additional personnel for preparation and/or mitigation, the Fire Chief or his or her designee shall have the authority to implement All Hands for emergency personnel.

**Section 10: Mandatory Emergency Call Back.** All permanent members of the Department will be required to respond to the Department for work assignment in emergency situations when such work assignment is necessary, at the discretion of the Chief or Deputy Chief. An emergency situation is defined as a situation actual or immediately threatened, which by its nature or magnitude is beyond the ordinary demands of the Department as normally staffed. Employees on approved leave will not be required to respond. If an employee is otherwise unable to respond, absences will be excused at the discretion of the Chief or Deputy Chief.

**Section 11: Administrative Overtime:** Captains who are required to attend captain's meetings and perform other administrative functions outside of their regular work schedule will be paid overtime at one and one-half (1-1/2) times the captain's hourly rate. For all regularly scheduled meetings, the Chief will provide at least seven (7) days' notice of the meeting date. In the event of an emergency or other unforeseen issue which may arise, the Chief will provide as much notice as is practicable.

## **ARTICLE 16 HEALTH AND SAFETY**

**Section 1:** The City will continue to assure that safe and healthful working conditions are provided for unit employees pursuant to existing law, rules, or regulation. The Union agrees to cooperate with the City by encouraging unit employees to work in a safe manner and wear protective clothing and equipment prescribed by the City and to report observed

safety and health hazards to the City in accordance with applicable procedures.

**Section 2: Station Uniforms:** The City will continue to provide unit employees with the basic clothing and uniform items pursuant to Fire Department's Standard Operating Procedure 100.7 dated November 4<sup>th</sup>, 2019, as may be amended by LMC from time to time.

- a. The City shall provide a uniform allowance of eight-hundred dollars (\$800.00) per employee per year commencing July 1, 2021 (only 10% of the uniform allowance shall be used for socks and underwear). There shall also be a stipend of seventy-five dollars (\$75.00) per year per employee for replacement or personal items lost or damaged during the course of employment.

The Parties agreed that unit employees may wear an IAFF pin on their Fire Department Uniforms, may display a Maltese cross union insignia on the left chest of T-Shirt(s), and may wear IAFF T-shirts in accordance with SOP 100.7 dated November 4, 2019, as may be amended by LMC from time to time. These item[s] shall not be maintained by the Employer.

- b. Unit Employees will be authorized to wear Specialty T-Shirts for Red Shirt Friday, Breast Cancer Awareness Month and/or other Specialty T-Shirts as mutually agreed to by the Parties.

**Section 3: Personal Protective Clothing:** The City shall continue to furnish and thereafter maintain at no cost to the employee all personal protective clothing and equipment necessary to preserve and protect the safety and health of the employees while performing their duties and responsibilities and meeting the BFD Mission pursuant to the applicable NFPA Standard(s). This section does not apply to the items outlined in Section 2 above and/or BFD SOP 100.7 unless otherwise agreed to by the Parties.

**Section 4: Medical Surveillance Program:** Each unit member on an annual basis shall be required to undergo a physical examination to be performed by the City's preferred occupational health provider, and at the expense of the City. The examination shall cover the following: Comprehensive Medical History, Vision Testing, Lifting Assessment, Modified Endurance Assessment, Grip Strength Testing, Flexibility/Agility Assessment, Full Systems Physical (with the exception of prostate and GYN), Pulmonary Function Testing, Tuberculosis Testing, Laboratory Blood Testing with focus on Cholesterol, Attention paid to physical condition and fitness program. The examination shall also include testing for Hepatitis C, and a Hearing Test. The parties, through the Labor Management Committee, will consider and implement options for baseline cancer screening for unit members.

If the result of the examination determines that the employee is not in their opinion fit for duty, the employee may seek a second examination by their personal care physician or specialist, and if certified by the physician or specialist as capable of returning to work at full duty, may return to regular duty with a written certificate addressing the issues for which the employee has been deemed unfit for duty.

All medical records shall be kept confidential by the employer and will not be released without the written consent of the employee.

**Section 5: Fitness Initiative:** The Labor-Management Committee will develop, implement, and maintain a "Fitness Program" based on the principles of the IAFF/IAFC Joint Labor Management Wellness/Fitness Program. The program will be mandatory for unit employees, part of the employee's daily work assignments and prior to beginning the program, each unit employee must have taken a physical examination as specified in this article before beginning the fitness program. The fitness program shall include a baseline fitness evaluation, individual fitness and training goals, follow-up fitness re-evaluations as needed by determination of the Peer Fitness Trainer. To this end, the parties have agreed to create and maintain a Bath Fire Department's Fitness Initiative for Fire Department employees.

**Section 6: Physical Agility Test [PAT]:** As part of the Fitness Initiative, the Labor-Management Committee will create and maintain a yearly Physical Agility Test (PAT) for unit employees. The PAT will be mandatory for unit employees and non-punitive. The purpose of the PAT will be to evaluate the employees progress in their respective Fitness Plan.

- a) **Physical Agility Test Components may include but are not limited to the following:**
- Stair Climb
  - Hose Drag
  - Equipment Carry
  - Ladder Raise & Extension
  - Forcible Entry
  - Search
  - Rescue
  - Ceiling Breach & Pull
- b) The PAT is a pass/fail test based on a validated maximum total time as defined by the LMC.
- c) No standards established will be discriminatory and the standards set are minimum standards.
- d) Should an employee have a physician confirmed condition or injury that prohibits him/her from completing one of the standard components of the assessment, an alternative test may be used. This alternative and the minimum standard for the alternative test shall be determined by mutual agreement between the Union and the City.

- e) Should an employee fail to meet the standards set forth above or any revision of those standards, the employee shall be reevaluated by a certified Wellness/Fitness Coordinator to determine if current fitness initiative is appropriate. The employee will have the opportunity to retake the PAT in six (6) months.
- f) If the employee fails the PAT at the 6-month retake point, the employee will again be reevaluated by a certified Wellness/Fitness Coordinator to determine what other adjustments maybe be needed to the employee's fitness initiative. The employee will be permitted to retake the PAT at the end of the year and prior to his/her annual physical. If at the end of one (1) year the employee is unable to pass the PAT or the AEPT , as part of their annual physical, the Medical Care provider will determine the employee's fitness for duty.

**Section 7:** In the event that a member of the Bargaining Unit receives an injury or compensable illness arising out of and in the course of the member's duties, and for which worker's compensation is available, he/she shall be excused from duty. Upon the election of the employee, and to the extent that the employee has accumulated sick leave or vacation leave, he/she shall be paid the full week's pay from the City based on a 42-hour work week. Any worker's compensation benefits shall be paid over to the City. The difference between his/her worker's compensation pay and the full week's pay shall be considered sick leave and deducted from the employee's accumulated sick leave or from the employee's vacation leave if the employee elects to do so. Taxes, benefits, and other employee deductions shall only be withheld from the portion of the weekly pay paid by the City.

## **ARTICLE 17 BENEFITS & WAGES**

**Section 1: Wages:** The wage scale for bargaining unit employees is outlined in Appendix C of this Agreement. The Employees shall be eligible for step increases based on time-in-grade from the anniversary of their employment. The pay period for unit employees shall be weekly.

**Section 2: Retirement:** The City agrees to provide the Maine Public Employees Retirement System program which allows retirement of firefighters after twenty-five (25) years of service at two-thirds (2/3) pay regardless of age. The employees' and employer's contribution shall be as determined by the Maine Public Employees Retirement System.

**Section 3: Health Insurance:** Effective January 1, 2018, the City agrees to participate in the cost of health insurance by offering the Maine Municipal Employee Health Trust's PPO-500 plan, or the equivalent thereof. The premium cost of the policy coverage selected by the employee (i.e. single, family) shall be divided between the employee and the employer with the employee assuming fifteen percent (15%) of the premium cost and the employer assuming eighty-five percent (85%) of the premium cost.

In addition, the City of Bath will provide a back-loaded Health Reimbursement Arrangement (HRA) at the rate of eighty percent (80%) of the deductible and co-insurance

expenses as defined by the Anthem Plan for each employee enrolled in the City's health Insurance Program.

- a) The City shall also contribute fifty dollars (\$50.00) annually to a Flexible Spending Account (FSA) for each enrolled employee.

**Section 4: Unit Employee Training Allotment:** For the purpose of providing additional Firefighter and EMS training and educational opportunities for unit members, the City agrees to set aside, the sum of Five Hundred Dollars (\$500.00) per-employee.

**Section 5: Cell Phones:** Where the Captain is required to provide a cell phone for use on duty, the City shall reimburse that Captain at the rate of twenty dollars (\$20.00) per month, toward the cost of the phone service.

## **ARTICLE 18 DURATION AND CHANGE**

**Section 1: Final Resolution:** This Agreement represents the total understanding of the parties. The parties to this Agreement agree that matters covered by this contract shall not be the subject of bargaining during the term of this contract, except by mutual agreement of the parties.

**Section 2: Maintenance of Benefits:** It is mutually agreed that negotiable benefits or terms and conditions of employment affecting the members of this unit which are not covered by this Agreement shall remain in full force and effect throughout the duration of this Agreement subject to established procedures for changing these negotiable benefits or terms and conditions of employment.

**Section 3: Severability:** If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or application shall continue in full force and effect. The parties shall meet as soon as possible to negotiate a substitute provision when necessary.


**Section 5: Duration of this Agreement:** This Agreement shall be in effect and binding upon both the City and Union during the period July 1, 2022 through June 30, 2025. In the event that collective bargaining shall not have been successfully completed prior to the expiration of said Agreement, the parties hereto agree that the provisions of this Agreement shall remain in full force and effect until such time as a successor agreement has been negotiated and executed by the parties.

**Section 6:** The execution of this Agreement shall serve as the required one hundred twenty (120) day notice pursuant to Title 23.

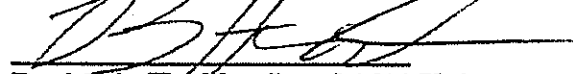
Dated at Bath, Maine, this 13<sup>th</sup> day of July, 2022

**CITY OF BATH**

  
\_\_\_\_\_  
Marg S. Meyers, Bath City Manager

  
\_\_\_\_\_  
Witness

**CAPTAINS UNIT, IAFF Local 1611**

  
\_\_\_\_\_  
Benjamin Huebler, Local 1611 Union  
President

  
\_\_\_\_\_  
Marc Wood, Captain's Representative



**APPENDIX A  
CAPTAIN'S POSITION DESCRIPTION**

<b>CLASS TITLE:</b>	Fire Captain	<b>CODE NUMBER:</b>	303
<b>DEPARTMENT:</b>	Fire	<b>GRADE NUMBER:</b>	
<b>UNION:</b>	Local 1611AFL-CIO	<b>STATUS:</b>	Non-Exempt
<b>DATE:</b>	August 25, 2015		

**GENERAL PURPOSE:**

Performs a variety of administrative, supervisory and technical work in the supervision and administration of fire suppression, emergency medical service, hazardous materials, and fire prevention activities.

**SUPERVISION RECEIVED:**

Works under general supervision of the Fire Chief

**SUPERVISION EXERCISED:**

As shift officer supervises all subordinates. In the absence of Fire Chief all personnel subject to his/her command.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

Supervises shift crew as shift officer in their assigned duties as directed.

Duties may include, as directed by Fire Chief: Inspection, Public Education, and Emergency Medical and Training programs. This includes all administrative functions of these programs: planning, researching, developing, reporting, evaluating, organizing, conducting training or public education programs. Carries out duties in conformance with Federal, State, County and City laws and ordinances.

Supervises maintenance of departmental equipment, supplies and facilities.

Acts as Fire Chief in the absence of same when appointed.

Responds to alarms, directs equipment and crews at emergency, acts as Incident Commander until relieved by Fire Chief or transfers command to an equal or higher ranking Department officer. Contacts and summons needed resources, logs and completes all paperwork and documentation pertaining to emergency calls on his/her duty tour.

Conducts research and prepares a variety of reports and records including personnel records, and requisitions. Assists Chief with development of standard operating procedures and guidelines and departmental policies.

Performs other related duties as required.

**PERIPHERAL DUTIES:**

Performs the duties of subordinate personnel when needed.

Coordinates activities with other supervisors or other City departments and exchanges information with officers in other fire departments.

Maintains community relations with general public, department officers and other City officials in the performance of fire department activities.

**MINIMUM QUALIFICATIONS:**

- (A) 10 years of experience in fire prevention and suppression and emergency medical service work;
- (B) Degree in Fire Science or other related field or equivalent education;
- (C) Fire Officer Certification;
- (D) Certification as EMS Coordinator/Fire Instructor;
- (E) Must possess and maintain a valid Maine driver's license;
- (F) Must possess and maintain an AEMT certification, EVOC certification, Hazardous Materials Operations certification.

**SPECIAL REQUIREMENTS:**

- (A) Knowledge of modern fire suppression and prevention and emergency medical services principles, procedures, techniques, and equipment; Extensive knowledge of emergency medical aid and resuscitation techniques and their application as demonstrated through State AEMT Certification; Considerable knowledge of applicable laws, ordinances, departmental standard operating procedures and regulations;
- (B) Skill in the operation of required tools and equipment.
- (C) Ability to train and supervise subordinate personnel; Ability to perform work requiring good physical condition; Ability to communicate effectively orally and in writing; Ability to exercise sound judgment in evaluating situations and in making decisions; Ability to effectively give and receive verbal and written instructions; Ability to establish and maintain effective working relationships with other employees, supervisors and the public;
- (D) Desirable course work –EVOC Instructor, State Fire Instructor, EMS Coordinator, Public Fire Education Officer, Fire Inspector, Juvenile Fire Setter, National Incident Management System (NIMS) courses 200, 300, 400, and 700, and other specialized certifications.

**PHYSICAL DEMANDS:**

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell. The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move over 150 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

As NFPA guidelines require, employees must undergo an annual physical medical examination. This exam is to be performed by the medical provider(s) authorized in the union bargaining agreement.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

**APPENDIX B**  
**LABOR ~ MANAGEMENT PARTNERSHIP COMMITTEE**

Section 1: The purpose of this Committee is to assist in developing a quality Labor-Management relationship between the Parties. The Committee is designed to provide a means for allowing the City and the Union to become Partners in identifying problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to these problems so that the mission of the Fire Department can be accomplished in a more cost effective and efficient manner, while striving to enhance the working conditions of all Fire Department employees. **The goals and objectives of this Committee are as follows:**

- To further the Fire Department's Mission by using the Brain Storming Process
- Foster a more productive and cost-effective service to the citizens of Bath
- Promote better morale among all Fire Department employees
- Enhance the working conditions for all Fire Department employees

Section 2: **Committee Structure and Conduct:** The LMC shall consist of two [2] Union Representatives [as determined by the Union] and two [2] Representatives from the City [as determined by the City]. In addition, at the request of one or more of the parties, subject matter experts or other persons may be requested to attend meetings to offer advice and/or information on specific subjects.

All committee members will demonstrate teamwork and cooperation. They will, at all times, keep all matters discussed confidential until the minutes of the committee are published, agreements executed, act in good faith dealing openly and honestly on all issues, striving to understand varying points of view, and contributing to the resolution of any conflicts that may arise. All participants will conduct themselves in a professional manner at all times.

Section 3: **Committee Meetings and Agenda:** The Committee shall meet on request of either party and/or at least once a month to discuss all matters of mutual concern. The meeting format, meeting date/times, meeting duration, location, and agenda development will be determined by the committee at their 1<sup>st</sup> meeting.

**Section 4: Decisions:** Decision-making within the labor-management committee shall be based on consensus. For the purpose of this agreement, consensus is defined as a unanimous decision of "all" representatives present at the meeting. The Parties must ensure that all issues are fully discussed prior to reaching a decision. Once a decision is reached, it shall be supported by all members of the committee.

If consensus is not reached, the issue[s] may be addressed pursuant to the terms and conditions of the CBA. Though the parties will strive to address their issues and/or resolve their conflicts through the labor-management committee, submission to the committee does not constitute an exhaustion requirement with respect to any of the parties' statutory or contractual rights.

All decisions of the committee that are reached by consensus will be binding on the parties. The parties agree that Labor/Management Committee decisions, arrived at through consensus, constitute waivers of any rights that may exist to seek redress of that matter through any other forum, except as may be prohibited by law. All agreements reached by the committee will be signed by the parties and under no circumstances shall an agreement reached by the committee modify the current CBA.

All decisions of the Labor-Management Committee will be published jointly. All decisions will be posted for a thirty-day [30] period on all official bulletin boards as a result of the committee's actions.

**Section 5:** As one of the Committee's initial focuses will be to review all current Fire Department Standard Operating Guidelines (SOGs) and Standard Operating Procedures (SOPs) to ensure consistency with law, rule, NFPA Standards (where applicable), personnel policy (where applicable) and the terms & conditions of this Agreement. Any SOGs or SOPs or other Fire Department Policy, or any provisions therein, which are in conflict with this Agreement shall be null and void. The parties will work together to ensure all SOPs and SOGs are up to date, in compliance with applicable rules, standards and laws and are consistent with Department Mission and practice.

**Section 6:** Nothing in this Agreement and/or in this Appendix prevents the parties from revising this appendix as needed during the duration of this Agreement by mutual consent of the Parties.

**Section 7: Duration of this Appendix:** This Appendix will remain in full force and effect for the term of this Agreement as outlined in Article 19, Section 5 unless otherwise agreed to by mutual consent of the Parties.

**APPENDIX C  
WAGE AGREEMENT**

CURRENT		0-1 YRS	1 YR	5 YR	10 YR
		AEMT	29.11	29.45	29.56
MEDIC	30.81	31.15	31.26	31.41	

7/1/2022		0-1 YRS	1 YR	5 YR	10 YR
Market Adjustment	AEMT	29.34	29.68	30.04	30.29
	MEDIC	31.04	31.38	31.99	32.39

1/1/2023		0-1 YRS	1 YR	5 YR	10 YR
5%	AEMT	30.81	31.16	31.54	31.80
	MEDIC	32.59	32.95	33.59	34.01

1/1/2024		0-1 YRS	1 YR	5 YR	10 YR
3%	AEMT	31.73	32.10	32.49	32.76
	MEDIC	33.57	33.94	34.60	35.03

1/1/2025		0-1 YRS	1 YR	5 YR	10 YR
2%	AEMT	32.37	33.06	33.46	33.74
	MEDIC	34.24	34.96	35.64	36.08

**APPENDIX C**  
**Wage Agreement**  
**Renegotiated and Approved**  
**December 7, 2023**

<b>CURRENT</b>		<b>0-1</b>	<b>1 YR</b>	<b>5 YR</b>	<b>10 YR</b>
		<b>YRS</b>			
	<b>AEMT</b>	29.11	29.45	29.56	29.71
	<b>MEDIC</b>	30.81	31.15	31.26	31.41

<b>7/1/2022</b>	<b>MKT ADJ</b>		<b>0-1</b>	<b>1 YR</b>	<b>5 YR</b>	<b>10 YR</b>
			<b>YRS</b>			
		<b>AEMT</b>	29.34	29.68	30.04	30.29
		<b>MEDIC</b>	31.04	31.38	31.99	32.39

<b>1/1/2023</b>	<b>5%</b>		<b>0-1</b>	<b>1 YR</b>	<b>5 YR</b>	<b>10 YR</b>
			<b>YRS</b>			
		<b>AEMT</b>	30.81	31.16	31.54	31.80
		<b>MEDIC</b>	32.59	32.95	33.59	34.01

<b>12/1/2023</b>	<b>\$2.50</b>		<b>0-1</b>	<b>1 YR</b>	<b>5 YR</b>	<b>10 YR</b>
			<b>YRS</b>			
		<b>AEMT</b>	33.31	33.66	34.04	34.30
		<b>MEDIC</b>	35.09	35.45	36.09	36.51

<b>1/1/2024</b>	<b>3%</b>		<b>0-1</b>	<b>1 YR</b>	<b>5 YR</b>	<b>10 YR</b>
			<b>YRS</b>			
		<b>AEMT</b>	34.31	34.67	35.06	35.33
		<b>MEDIC</b>	36.14	36.51	37.17	37.60

<b>7/1/2024</b>	<b>\$0.50</b>		<b>0-1</b>	<b>1 YR</b>	<b>5 YR</b>	<b>10 YR</b>
			<b>YRS</b>			
		<b>AEMT</b>	34.81	35.17	35.56	35.83
		<b>MEDIC</b>	36.64	37.01	37.67	38.10

<b>1/1/2025</b>	<b>2%</b>		<b>0-1</b>	<b>1 YR</b>	<b>5 YR</b>	<b>10 YR</b>
			<b>YRS</b>			
		<b>AEMT</b>	35.50	35.88	36.27	36.55
		<b>MEDIC</b>	37.38	37.75	38.43	38.87





Dated at Bath, Maine, this 29<sup>th</sup> day of December, 2023

**CITY OF BATH**

Juli Miletch  
for: **Marc S. Meyers, Bath City Manager**  
Juli Miletch, Assistant City Manager

**CAPTAINS UNIT, IAFF Local 1611**

Marc Wood  
**Marc Wood, Captain's Representative**

Benjamin Huebler  
**Benjamin Huebler, President**

