

COLLECTIVE BARGAINING AGREEMENT

between

TOWN OF BERWICK

and

TEAMSTERS LOCAL UNION NO. 340

FIRE UNIT

From: July 1, 2022

Until: June 30, 2025

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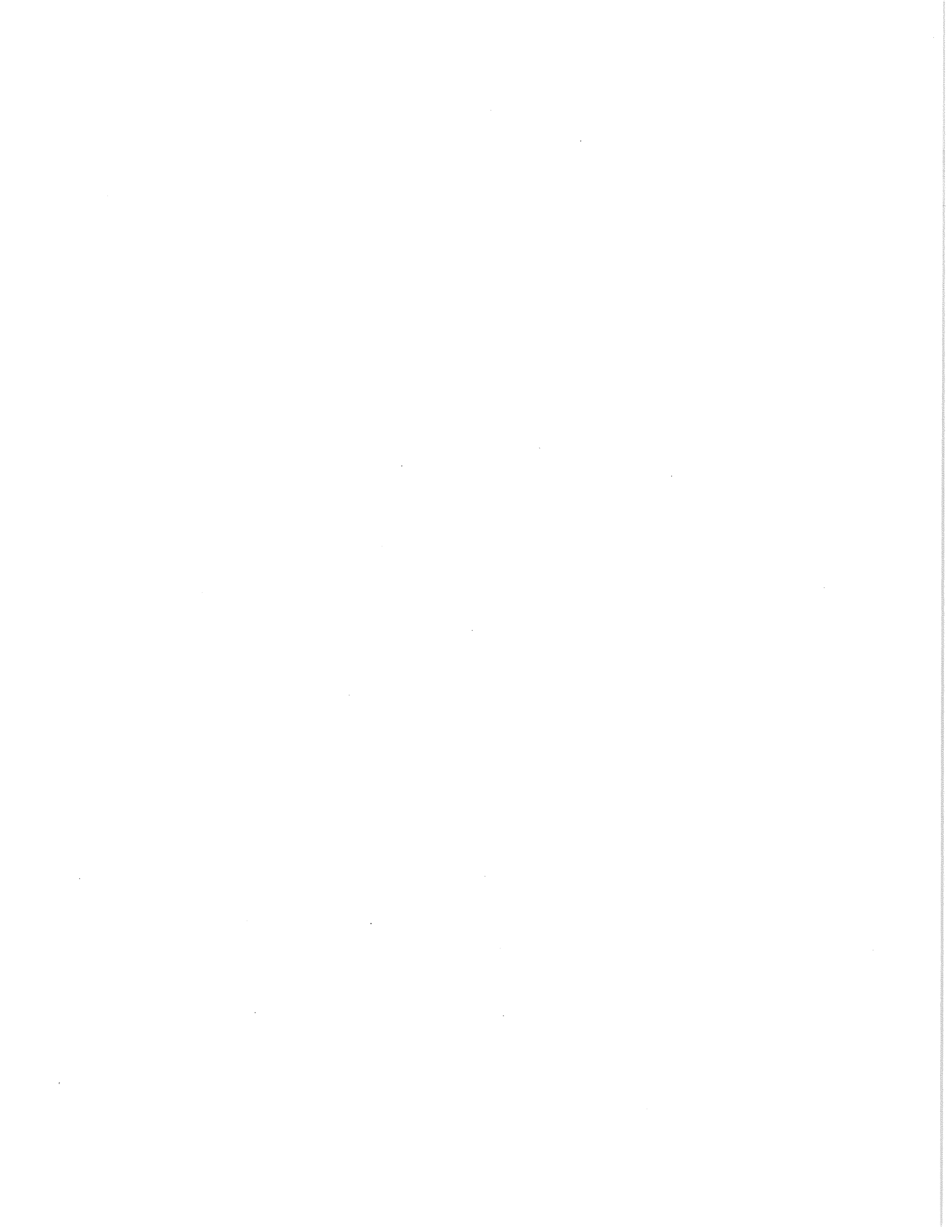
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ARTICLE 1 - PREAMBLE

The Town of Berwick (hereafter referred to as the "Town") and Teamsters Local 340 (hereafter referred to as the "Union") have entered into this Agreement in order to establish mutual rights pursuant to the provisions of the Municipal Public Employees Relations Act (Title 26, M.R.S.A., 961 through 974, as amended).

ARTICLE 2 - RECOGNITION

- A. The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours, working conditions, and contract grievance arbitration for all its eligible employees within the bargaining unit: Fire Department — Full-Time Fire Fighters/EMT, Line Officer, and Firefighter as determined in accordance with the Maine Labor Relations Act.
- B. The Town agrees not to enter into any other agreement or contract with an employee who is covered under this collective bargaining agreement individually or collectively which may in any way conflict with the terms of this agreement. Any such Agreement will be null/void.

ARTICLE 3 - MANAGEMENT RIGHTS

- A. The Town retains all rights and authority to manage and direct its employees, except as otherwise provided for in this Agreement. Such rights shall include and shall not be limited to: the operation and management of the Town; the direction of the working forces; the right to hire, to discharge and discipline for just cause, to change assignments, to promote, to suspend; to reduce or expand the working forces; to transfer; to maintain discipline; to establish work schedules; to introduce new, improved or changed methods of work for facilities; to establish, change, combine or eliminate jobs, work task, or positions; to introduce time clocks into the workplace. The Town's not exercising any function or right reserved to it, or the exercising of any functions in a particular way, shall not be deemed a waiver of its right to exercise such function or preclude the Town from exercising the same in some other way not in conflict with the provisions of this Agreement. The Town's exercising its function or rights pursuant to this provision shall not be subject to the grievance procedure unless such action is in conflict with the provisions of this Agreement.
- B. The Town may adopt rules and regulations for the operation of its Departments and the conduct of its employees, provided such rules and regulations do not conflict with any provisions of this Agreement.

ARTICLE 4 - NON-DISCRIMINATION

- A. The Town and the Union agree that neither of them will discriminate against any employee covered by this Agreement with respect to compensation, and terms and or conditions of employment because of sex, race, creed, religious belief, color, age, marital status, sexual orientation, national origins, citizenship, military status, disability, or age, pregnancy or political affiliation, as these terms are defined and interpreted under the provisions of Title

VII of the 1964 Civil Rights Act. Both parties will share equally the responsibility of applying this provision of the Agreement. All such claims under this section shall be initiated through the grievance procedure described herein before taking any action with agencies. This requirement shall not however, restrict the filing of claims or complaints so as to prevent the expiration of time limits or appeal rights set forth by statute or regulation. The employee does not have to file a grievance with the management person who is the object of the complaint. Instead they can file with that person's supervisor or if needed the Chairman of the Board of Selectmen.

- B. The Town and the Union agree that there will be no discrimination by the Town or Union against any employee because the employee's lawful activity or Union related activity.

ARTICLE 5 - BULLETIN BOARDS

The Town agrees to provide suitable space for and maintain a bulletin board in each work location. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins. Employees shall not post Union business at any other locations other than on the approved Union bulletin boards.

ARTICLE 6 - IDENTIFICATION

Should the Town find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Town.

ARTICLE 7 - UNIFORMS AND EQUIPMENT

The Town shall provide and maintain uniforms for Full-time Fire Dept. employees as follows:

5 Trousers	1 Winter Jacket
5 Polo shirts	1 Spring/fall Jacket
5 T-shirts	1 Belt
2 Job Shirts	2 Long sleeve shirts
1 Pair of station boots	1 Baseball cap and/or stocking cap

Equipment supplied by the Town at no cost to the Full-time Fire Department employees is to include the following:

NFPA 1851 (turnout gear)	2 Structure helmets
2 Pairs of safety glasses	2 Hearing protection
2 Pairs of work gloves	2 Turnout jackets
2 Turnout bunker pants	2 Suspenders
2 Pairs of NFPA water proof boots	2 Hoods
2 Pairs of structure gloves	1 Hard hat
1 Forestry shirt	

- B. Each full-time fire department employee shall receive a clothing and boot allowance each fiscal year of the contract in the amount of five hundred dollars (\$500.00) to maintain and supplement their uniforms and purchase, repair or replace boots as needed. Receipts shall be provided to supervisor to show purchases made. All work boots must be steel toed or composite, slip resistant, high ankle boot protection footwear. The clothing allowance is to be used to purchase clothing in compliance with the current department uniform policy.
- C. In order to insure a proper singular uniform appearance for the Fire Department, if, in the opinion of the Fire Chief, a portion of the uniform compliment needs to be taken out of service, a discussion will occur between the employee and the Fire Chief to determine whether or not the employee's remaining uniform compliment is sufficient for the employee to maintain a proper uniform appearance or if the employee needs to replace the unacceptable article. If the remaining uniform compliment is not sufficient to maintain the proper appearance then the removed item shall be replaced at no cost to the employee. The Town agrees to replace or repair any part of the uniform compliment that is damaged during the performance of their duties. Any cost associated with the replacement of the uniform compliment as described in this paragraph will not be considered part of the clothing allowance.
- D. The Town shall provide uniforms for employees and shall determine the type, wear, and use of the uniforms. Employees are required to wear uniforms while at work. Uniforms shall not be worn for work other than town work.
- E. Employees will be responsible for reimbursing the town for any item of clothing that is identified by the rental company as lost or destroyed. The cost to the employee will be equal to the cost charged to the Town.

ARTICLE 8 - DEFECTIVE EQUIPMENT

- A. The Town shall not require employees to take out on the streets or highways any vehicle or equipment that is not in safe operating condition. If an employee believes that the operation of any vehicle will endanger the employee's health or safety beyond the normal hazards inherent in the operation of such a vehicle, the employee shall report the condition to the employee's supervisor or the Town Manager. Employees may refuse to operate any such vehicle or equipment if such refusal is justified and reported to a supervisor. Any vehicle or equipment which is justifiably refused because of not being in safe operating condition shall be tagged and secured so that it cannot be used by other employees until the vehicle or equipment has been adjusted or corrected. If there is a delay caused by the inspection or repair of the vehicle, the employee may be assigned to another job.
- B. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Town. The Town shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the reporting employee's supervisor and/or appropriate maintenance personnel.

ARTICLE 9 - SAFETY

Employees of the Town are the Town's prime asset. It is, therefore, Town policy to provide all employees with a safe and healthy environment in which to work. To this end, a Town Safety Policy is established to: promote safe working habits and practices, eliminate or minimize hazardous working conditions, provide safety education and accident training, conform with applicable safety standards and requirements promulgated under federal, state and local laws. This Policy applies to all Town facilities.

The Town recognizes that Fire Fighter/EMTs encounter hazardous situations in the performance of their duties. In some cases, Fire Fighters enter into situations that they know are dangerous in order to carry out their sworn duties. The following Safety Policy is not intended to govern those times when a FF/EMT is handling an emergency situation. The policy is intended to provide guidance for the normal working conditions and procedures in between those emergency events.

A. Responsibilities

- The success of the Policy depends upon the participation and support of all employees at all levels. Strict observance of all safety procedures is required of everyone, regardless of position with the Town.
- Those employees who supervise others are responsible for: insuring that all employees under their supervision are thoroughly acquainted with the safety policy and procedures that follow and that they are enforced; insuring that all required employee safety notices, reports, logs, material safety data sheets, etc., are posted in appropriate areas; surveying work areas and activities for unsafe conditions and/or unsafe operations that may exist and taking action to remedy the situation; reporting all injuries and accidents to the Town Manager or his/her designee immediately; participating in safety meetings.
- All employees are responsible for; using prudence in all their activities commensurate with the work at hand; reporting the unsafe condition of any equipment or material which they consider to be unsafe and any unusual or developing hazards; warning others who they believe to be endangered by known hazards or by failure to observe safety precautions and of any unusual or developing hazards; immediately reporting to their supervisors any accident, injury, or evidence of impaired health occurring in the course of work making proper use of all safeguards and protective equipment provided them and, at all time, observing the safety rules and instructions governing their equipment, participating in safety meetings.
- Employees failing to follow reasonable and prudent safety guidelines shall be subject to disciplinary action.

B. Accidents

- All accidents to personnel, no matter how minor, during the work schedule, must be reported immediately to the department head or immediate supervisor, and a written report will be made on forms provided for that purpose.
- All employees suffering an on-the-job accident will be sent to a Town approved doctor for examination, if necessary. The expense for this will be paid by the Town's Worker's Compensation Insurance Company.

- Time lost because of accidents incurred while on duty will not be deducted when computing length of service unless it is determined that the employee was negligent.

ARTICLE 10 – HARASSMENT

The Union agrees to adhere to the following "Policy on Harassment."

The Town's employees shall not be subject to illegal harassment of any kind while working for the Town. Illegal harassment includes harassment based on sex, race, creed, religious belief, color, age, marital status, sexual orientation, gender identity, national origin, military status, perceived or actual physical or mental disability, pregnancy, political affiliation or any characteristic or status protected from harassment by law. This prohibition against illegal harassment applies not only to supervisor-subordinate actions but also to actions between co-workers. Complaints of illegal harassment will be investigated promptly and, if proven, appropriate corrective action will be taken. There will be no intimidation, discrimination or retaliation against any employee who makes a report of illegal harassment.

A. Sexual Harassment

Harassment on the basis of sex is a violation of law and will not be tolerated. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- Submission of such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

When an employee feels that he/she is being subjected to sexual harassment by a supervisor, co-worker, agent of the employer or anyone else in the workplace, that employee should report same to the Town Manager. The Town Manager shall immediately investigate the complaint(s) and shall take whatever corrective action that he/she deems necessary to remedy the situation. If the Town Manager is the subject of the complaint, the employee should report same to the Chairman of the Board of Selectmen who shall immediately report the complaint to the full Board of Selectmen. Any investigation into the allegations of sexual harassment must observe the maximum degree of confidentiality as required by law. Following an appropriate investigation, any employee who is found to have engaged in sexual harassment will be subject to discipline up to and including discharge.

B. Verbal Harassment

Derogatory or vulgar comments regarding a person's sex, sexual orientation, gender identity, religion, age, ethnic origins, perceived or actual physical or mental disability, physical appearance, or the distribution of written, graphic, or other material having such an effect, are prohibited. Any employee who believes he or she has been the subject of such harassment should report same to the Town Manager. The Town Manager shall immediately investigate the complaint(s) and shall take whatever corrective action that he/she deems necessary to remedy the situation. If the Town Manager is the subject of the complaint, the employee should report

same to the Chairman of the Board of Selectmen who shall immediately report the complaint to the full Board of Selectmen who shall take prompt and appropriate action. Any investigation into allegations of verbal harassment must observe the maximum degree of confidentiality permitted by law, consistent with the ability and need to conduct an appropriate investigation. Following an appropriate investigation, any employee who is found to have engaged in verbal harassment as covered by this article will be subject to discipline up to and including discharge.

C. Bullying

There will be no bullying of another employee. Bullying is defined as a pattern or repeated occurrences of aggressive and intimidating conduct that involves a real or perceived power imbalance. Bullying includes actions such as making threats, singling out, terrorizing, tormenting, isolating, frightening, or victimizing another employee or employees. Following an appropriate investigation, any employee who is found to have engaged in bullying conduct as covered by this article will be subject to discipline up to and including discharge.

ARTICLE 11 - ACCESS TO PREMISES

Authorized agents of the Union shall have access to the Town's premises during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that this Agreement is being adhered to; provided, however, that there is no interruption of the Town's working schedule. The Union agent will notify the Town Manager's Office when entering the Town's premises.

ARTICLE 12 - CHECK-OFF AUTHORIZATION

- A. The Town shall deduct regular monthly dues and fees (on weekly basis (48 weeks annually)) (including agency fees, or service fees and initiation fees) upon receipt of a signed authorization from each employee (a copy of which is to be retained by the Town) and a certified statement from the Secretary Treasurer of the Local Union as to the amount of the dues and fees. Such Authorization shall be for the life of the Agreement or their employment, if shorter, and shall be continued thereafter if an Agreement exists between the employer and the Union, unless an employee notifies the Union in writing no more than twenty (20) days and no less than ten (10) days before the expiration of the Agreement of his desire to revoke his authorization for check off.
- B. The Town shall forward all such dues so collected to the Secretary-Treasurer of the Local Union before the tenth (10th) day of each month following the month in which deductions are made.
- C. Delinquent Dues — Upon notification by the Union of delinquent dues or fees and authorization from the employee, the employer shall deduct the delinquent dues or fees in addition to the deduction for regular dues or fees.
- D. The Union shall indemnify and hold the Town harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues or fees and remitting the same to the Union pursuant to this Article.

ARTICLE 13 - DRIVE AND DIRECT DEPOSIT

- A. The Town agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Town of the amounts designated by each contributing employee that are to be deducted from the employee's paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Town shall transmit to DRIVE national headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Town annually for the Town's actual cost for the expenses incurred in administering the weekly payroll deduction plan.
- B. The Town agrees to deduct a designated amount each week to be directly deposited from the wages of those employees who shall have given the Town written notice to make such deductions. The amount so deducted shall be remitted to the applicable financial institution each week. The Town shall not make deductions and shall not be responsible for remittance to the financial institution for any deductions for those weeks in which the employee's earnings are less than the amount authorized for deduction.

ARTICLE 14 - STEWARDS

- A. The Town recognizes the right of the Union to designate one (1) Steward and one (1) Alternate. The authority of the Steward or the Alternate so designated by the Union shall be limited to, and shall not exceed the following duties and activities.
- The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
 - The collection of dues when authorized by appropriate Local Union action.
- B. Stewards or Alternates have no authority by law to take strike action, or any other action interrupting the Town's business. The Town recognizes these limitations upon the authority of Steward and their Alternates and the Town in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement, There shall be no strikes, cessation of work by the employees, or lockouts by the employer during the term of this Agreement. It is understood that any employee violating this Article shall be subject to disciplinary action up to and including discharge.
- C. Stewards shall be permitted to investigate, present and process grievances on or off the property of the Town without loss of time or pay with the approval of the Town Manager or designee. Such approval shall not be unreasonably withheld. There is no limitation to the "off duty" time a Steward may spend conducting such activities.
- D. Stewards shall be allowed time off with pay to represent the Union in all negotiation sessions with the Town concerning collective bargaining. The Town agrees to grant the time off without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or to serve in any capacity or other official Union

business, provided staffing requirements are met in order that there shall be no disruptions of the Town's operations. At least five (5) days written notice shall be given to the Town specifying the length of time off for Union activities. Time off for Union activities shall only be granted by the Town if the Town's staffing requirements are met.

ARTICLE 16 - PERSONNEL FILES

- A. In so far as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of employees shall be confidential and shall not be released to any person other than officials of the department and other municipal officials.
- B. Upon request, an employee shall have the right to inspect his/her official personnel record. Inspection shall be during regular business hours and shall be conducted under supervision of the Town. An employee shall have the right to have added to the employee's personnel file a written response to any material which the employee considers detrimental. An employee may copy anything in his/her personnel file upon filing a written request to do so.
- C. No reprimand shall be placed in an employee's personnel file unless the employee is first given the opportunity to see a copy of the reprimand. Within five (5) days thereafter, the employee may file a written reply to be placed in his/her personnel file along with the written reprimand.
- D. All such reprimands shall be purged after thirty-six (36) months have passed since the date of the incident provided that during the 36 months there has been no reoccurrence of a similar/like offense.

ARTICLE 17 - SANITARY CONDITIONS

The Town and employees agree to maintain a clean and sanitary washroom having hot and cold running water and with toilet facilities. The Town agrees to provide "Portable Toilets" with a hand sanitizer at the transfer station.

ARTICLE 18 - TRAINING

- A. The Town shall make training programs available to all employees within the framework of the organizations needs and priorities. As training courses are offered, they shall be posted and any employee interested in a particular course shall provide written notice of interest to the employee's supervisor.
- B. The Town shall insure that employees who are required to meet state certifications receive the training necessary to meet or maintain those certifications.
 - A. The Town shall allow fire department employees to utilize the department funded on-line fire/EMS training program while on-duty. The Town shall also pay full-time fire department employees for attending department regular scheduled fire or EMS training when offered outside of the employee's regular scheduled shifts and approved by

management. Fire department employees will also be paid for their time when required EMS licensure training can only be obtained outside of the fire station when approved by management. Training hours outside of shift count towards overtime.

- B. Training for Full Time Firefighters will be reviewed annually during the budget planning process to ensure adequate training is funded. It is understood that this is a budgeted line and that provided training is subject to availability of budgeted funds.
- C. Full time fire department employees who request training or education that is not mandated by the State or Fire Chief, may be eligible to do so at Town expense upon prior authorization of the Fire Chief when determined to be advantageous to the Town, subject to the availability of budgeted funds.

ARTICLE 19 - SENIORITY

A. Seniority List

- Two (2) Seniority lists as follows: Full-time Fire Department Line officer, Full-time Fire Fighter/EMT, . Each seniority list shall be by classification, shall be established naming all the employees covered by this Agreement, with the employee with the greatest seniority (years of service) listed first. Seniority shall mean years of continuous service from the employee's last date of hire as a full-time employee in the Bargaining Unit.
- The seniority list shall be brought up to date as of January 1st of every year and posted thereafter on bulletin boards for a period of not less than thirty (30) days, and a copy of same shall be sent to the Union and the Steward. Any objections to the seniority list, as posted, must be reported to the Town within ten (10) days from the date posted or it shall stand as accepted.

B. Layoff and Recall

- In the event it becomes necessary for the Town to lay off employees for any reason, employees shall be laid-off in the inverse order of their seniority. It is understood that an employee retained must be qualified to perform the available work, as determined by the Town. All affected employees shall receive a two (2) calendar week advance notice of layoff, and the Town shall meet with the affected employees prior to the actual occurrence of layoff.
- Employees shall be recalled from layoff to the appropriate unit in the reverse order of layoff, provided the employee is qualified to perform the job available. Recalled employees shall be mailed a recall notice by certified mail, return receipt, to the last known address on Town records. It shall be the employee's responsibility to update such mailing address as necessary. An employee who fails to return to work within fourteen (14) calendar days of the receipt of the recall notice shall lose all recall rights and seniority. Recall rights shall continue for twenty-four (24 months) after date of layoff of the employee. No new employees shall be hired until all employees on layoff status have been afforded recall notice.
- Employees laid off will have the option of a payoff of sick time and annual leave accumulation as allowed in this Agreement. When an employee is recalled from a layoff, he/she may elect to repay the amount of sick time paid for a credit for the days lost based on the hourly rate of pay at the time of recall.

C. New Positions

All full-time job openings and/or vacancies shall be posted by the Town as soon as such an opening and/or vacancy becomes available. Unit employees shall submit a letter of interest to the Town manager or his/her designee and shall receive preference in filling vacancies in other Unit covered positions provided the employees are the most qualified.

ARTICLE 20 - DISCHARGE AND DISCIPLINE

- A. The Town shall not discipline, discharge, or suspend any employee without just cause. The Town agrees to comply with the idea of progressive discipline which may include such remedies as: Letter of Counseling, Verbal Warning, Written Warning, Written Reprimand, Suspension with or without pay, Demotion, Dismissal.
- B. The Union hereby acknowledges that the Town may initiate discipline at any step along the above stated progression if it is determined, by the Town, that the nature of the action or inaction by the employee is of sufficient gravity to warrant the exclusion of any, or all, of the steps in the progression.
- C. Any employee who contests a disciplinary action or discharge imposed by the Town shall conform to the provisions of the grievance procedure as set forth in Article 21 of this Agreement.
- D. No employee shall be suspended without pay or discharged without first having a hearing before the Town Manager.
- E. The employee and the Union shall be informed of the charges and reasons for the disciplinary action at the time the action is taken.
- F. The employee shall be entitled to Union representation during any disciplinary meeting or hearing held pursuant to this Article.

ARTICLE 21 - GRIEVANCE PROCEDURE

- A. A grievance is hereby defined to be any controversy, complaint, misunderstanding or dispute involving the meaning, interpretation or application of the provisions of this Agreement. Any grievance arising between the Town and an employee represented by the Union shall be settled in the following manner.
- B. Prior to the institution of the formal grievance procedure hereinafter set forth, the aggrieved employee or the Steward shall attempt to informally resolve the matter with the appropriate supervisor within twenty (20) working days after first knowledge of the alleged grievable occurrence. The supervisor has the responsibility to attempt to resolve the employee's grievance if the supervisor has authority to do so. The supervisor or designee shall decide the grievance based upon the information supplied and any further information the supervisor or designee may request. The supervisor or designee shall render a decision within five (5) working days from receipt of the grievance. If the grievance cannot be resolved informally, the following procedure shall be utilized or such grievance shall be deemed waived.

Step 1:

If the aggrieved employee and/or the Union is not satisfied with the decision of the supervisor or the supervisor's designee or if no decision has been rendered within the time stated above or if informal resolution is not possible or appropriate, said employee and/or the Union may appeal the grievance, in writing, to the Town Manager within five (5) working days of the receipt of the supervisor's decision, or that date upon which such decision should have been rendered, provided however, that the aggrieved employee and/or the Union sets forth the specific provision(s) of this Agreement which allegedly have been violated, the date of the alleged violation, and the specific relief sought. The Town Manager or the Town Manager's designee ("designee") shall hold an administrative hearing concerning the grievance within ten (10) working days of the receipt of the aggrieved employee's and/or the Union's appeal. The Town Manager or designee shall decide the grievance based upon the information supplied and any further information the Town manager or designee may request during or subsequent to the hearing. The Town Manager or designee shall render a decision, in writing, within five (5) working days from the close of the hearing. Where the Town Manager takes the initial disciplinary action, he/she shall hold the initial hearing with the employee as described in Article 20(D).

Step 2:

In the event the decision of the Town manager (as rendered pursuant to Step I hereof) is not acceptable to the Union, the Union may within ten (10) working days refer the matter to arbitration. The parties shall select a mutually agreed upon and impartial arbitrator within ten (10) working days. In the event the Town and the Union are unable to agree, the Union may refer the matter to the Maine Board of Arbitration and Conciliation. The expense of the arbitrator(s) selected or appointed shall be borne equally by the Town and the Union. The Town and the Union shall be responsible for compensating their own representatives and witnesses.

Step 3:

1. The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement. The Arbitrator shall determine any question of arbitrability.
2. The Arbitrator shall furnish a written opinion within thirty (30) days, specifying the reasons for the decision. Both parties agree to accept the decision of the arbitrator as final and binding subject to applicable law.
3. Each grievance shall be separately processed at any Arbitration proceeding hereunder unless the parties otherwise agree. If said grievance is not reported and/or processed within the time limits set forth in this Article, the matter shall be dismissed and no further action shall be taken with respect to such grievance. The time limits stated herein may be extended by mutual agreement.

ARTICLE 22 - VACATION TIME

- A. The Vacation leave schedule for Full-Time Fire Department employees based on a 24-hour shift shall be as follows:

Continuous Service

After 6 mos.	2 days per year (48 hours)
After 2 years	4 days per year (96 hours)
After 5 years	6 days per year (144 hours)
After 10 years	8 days per year (192 hours)
After 20 years	10 days per year (240 hours)
After 30 years	12 days per year (288 hours)

- B. Vacation leave shall be granted at such time as shall be mutually agreeable to the employee and the Department Head, provided it shall be requested at least seven (7) days prior to the start of the vacation leave. Exceptions may be made by the Department Head.

Once a request for vacation leave is made it shall be either approved or denied by the end of the next business day. If two (2) or more employees request the same vacation time on the same day, the senior employee shall be granted the vacation leave. However, once a request has been granted, a senior employee will not be allowed to bump the employee who has been granted leave.

- C. Firefighters working a 24-hour shift may carry over three (3) vacation days or 72 hours from year to year on the employee's anniversary date. More than five (5) days may be allowable if the Town Manager allows the carry over due to special circumstances.
- D. An employee, upon resigning/termination, is entitled to a cash payment of all vacation leave accrued at the employee's rate of pay as of the last date of full-time employment.
- E. Upon an employee's death, the employee's beneficiary receives any accrued vacation time.

ARTICLE 23 - HOLIDAYS

- A. For each Full-time Fire Dept. employee working a 24-hour shift schedule shall be paid by separate check twice a year by November 30th and by June 30th the following holidays.

November check	June check
Independence Day	Christmas Eve
Labor Day	Christmas Day
Indigenous People's Day	New Year's Day
Veteran's Day	Martin Luther King Day
Thanksgiving Day	President's Day
Day After Thanksgiving	Patriot's Day
	Memorial Day
	Juneteenth

The firefighters shall receive a day's pay (12.0 hours) for each of the above holidays.

- B. Employees who are absent for unauthorized reasons on the day directly preceding or directly following a holiday shall forfeit pay for the holiday.

C. Full-time Fire Dept. employees who work on the following paid holidays shall be paid at time and one half the employee's hourly rate of pay a day's pay (12 hours):

Independence Day Thanksgiving Day Christmas Day Christmas Eve

D. In the event that a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. In the event that a holiday falls on a Sunday, the holiday shall be observed on the following Monday. If Christmas falls on a Saturday, it will be observed on the following Monday. If Christmas Eve falls on a Sunday, it will be observed on the preceding Friday.

E. Members of the Bargaining Unit who have been employed by the Town for a full year shall have two Personal Days at twelve (12) hours each, which may be used for any purpose during the calendar year in which it is earned, but must be used by the second Sunday of December. Those days may only be carried forward with the approval of the Town Manager.

ARTICLE 24 – JURY DUTY

The Town shall compensate a full-time employee called for jury duty at his/her regular rate of pay. Employees called for jury duty will sign over to the Town any jury pay received and will provide documentation for the time spent in court. Employees excused from jury duty or released early are expected to return to work.

ARTICLE 25 – BEREAVEMENT LEAVE

- A. Full-time Fire Dept. member on 24-hour shifts shall be excused from work for up to two (2) workdays forty-eight (48) hours because of a death in his/her immediate family, as defined below, and shall be paid his/her regular rate of pay for the work hours missed. It is intended that the time off be used for handling necessary arrangements and attendance at the funeral. Immediate family is defined as spouse, child, parent, stepparent, stepchild. The employee may be excused from work for up to one (1) workday twenty-four (24) hours for all other such as brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, grandchild, foster parent, grandparents, or a ward or relative residing in the employee's home.
- B. Additional days may be granted by the Town Manager for funerals, which may be deducted from sick leave.
- C. Bereavement leave cannot be considered hours worked for the purposes of computing overtime.

ARTICLE 26 – CALL IN TIME

Any full-time Fire Department employee covered under this agreement that is called in from off duty status shall be paid a minimum of two (2) hours at a rate of time and one half their hourly rate.

ARTICLE 27 – MILEAGE REIMBURSEMENT

- A. The Town agrees to provide a Department vehicle for use when conducting Department business out of Town including to and from any in-service training required by the Department. If a suitable Department vehicle is not available, the Town agrees to reimburse the employee for the use of the employee's private vehicle at the rate of the current I.R.S. per mile rate, provided such use is authorized.

ARTICLE 28 – MILITARY LEAVE

- A. Employees enlisting or entering the military service of the United States shall be granted all the rights and privileges provided by the appropriate federal and state laws. The Town will grant a military leave of absence for training in the military reserves or the National Guard for up to ten business days per calendar year on which the employee is regularly scheduled to work.
- B. Employees who are on active military duty shall be paid by the military, however the Town shall make up any difference if military pay is less than the employee's normal rate of pay. This article is intended to cover routine military leave or training but not military deployment longer than two weeks.

ARTICLE 29 – LEAVE OF ABSENCE

- A. The Town may approve leaves of absence upon written request to the Town Manager under conditions as determined and approved by the Town Manager for the leave. The employee's written request shall include the reasons for said leave of absence. The Union shall be notified of the approved leave.
- B. While the employee is on a Leave of Absence, the employee shall not accrue sick leave, vacation leave, and seniority shall not accrue however, there shall be no loss of seniority earned as of the commencement of the leave of absence. The employee shall not be eligible for holiday benefits. Continuation of health insurance and other similar benefits shall be at the employee's expense except as provided by the Federal Family Medical Leave Act. If the employee chooses to cancel the insurance policy while on a Leave of Absence, it is understood that "evidence of insurability" may have to be filed (according to the insurance coverage) upon the employee's return to work. Failure of the employee to return to work promptly upon the expiration of the Leave of Absence shall be cause for dismissal.

ARTICLE 30 – PROBATIONARY PERIOD

- A. All newly hired employees are considered probationary for the first six (6) months of employment.
- B. If the probationary period is completed successfully, the employee shall become a full-time regular employee with seniority from the date of hire and receive sick time retro to the date of hire and one-week vacation.

- C. If the Town determines that the employee should not continue in the position, the employee shall be so advised. The Town reserves the right to terminate an employee without notice or cause during the probationary period and the employee shall not be entitled to representation by the Union. And no vacation time nor sick time is accrued.

ARTICLE 31 – SICK LEAVE

- A. Sick leave shall be allowed only in case of actual sickness, or disability of the employee, or employee's family members, including maternity, or to meet dental or doctor appointments or other sickness prevention measures.
- B. Sick leave shall accrue at the rate of one (1) day each full calendar month of service accumulative to a maximum of ninety (90) days. In order to accrue sick leave, the employee must be on paid service (by workdays, vacation time, or sick pay) for more than 12 days in that month. For firefighters working a 24-hour shift, their one (1) day sick accrual will be at a rate of 12 hours per month. An employee may donate up to one half (1/2) of their accumulated sick time to a fellow employee who is on an extended sick time or FMLA.
- C. When an employee is absent for:
- Workweek of 42 hours: 48 hours or more consecutive work hours upon returning to work, the employee must, if requested by the Town, furnish a letter from a physician, indicating the nature and seriousness of the disability or illness, and authorization for the employee to return to work.
- D. Absence for a fraction or part of a day that is chargeable to sick leave in accordance with this section shall be charged proportionately.
- E. Employees who are eligible for Workers' Compensation benefits for a service-connected injury may elect to take earned sick leave, in addition to their Workers' Compensation, to the extent that it provides their full regular "take home" pay, and to the extent of earned sick leave. For the purpose of this paragraph, fractions of a day may be charged in proportion to the amount required to provide full regular "take home pay."
- F. No accrued sick leave, whether accumulated prior to or after execution of this agreement, shall have any cash value upon termination of employment, whether through retirement or resignation or other means.
- G. Any employee who donates blood at a Town or Community sponsored Blood Drive during his/her normal working hours will suffer no loss of pay for time spent donating blood.

ARTICLE 32 – BENEFITS

- A. FICA
All employees of the Town will participate in the Federal Social Security and Medicare Program. The Town participates jointly with employees in FICA payment. Benefits provided include a retirement feature, survivor's benefits if death occurs before retirement, disability insurance and medical coverage.

B. Retirement

Upon date of hire, employees may choose Option 1, Option 2, or Option 3 for their retirement benefits. The employee may also choose not to participate any option.

Option 1. Maine Public Employee Retirement System

_____ All employees who work at least 15 hours per week and 720 hours in a 12-month period are eligible to participate. The Town's contribution is established by the Maine Public Employee Retirement System and will vary depending on circumstance

Option 2. Deferred Compensation

_____ Under the Deferred Compensation Plan the employees may contribute an amount in the plan up to 20% of his/her gross annual wages. The Town will match any contribution up to four percent (4%) of base annual wages including approved leaves. Due to contribution limits in ICMA Deferred Compensation Plan, the annual total of all contributions cannot exceed the maximum amount permitted by the Plan as my base changed from time to time.

Option 3.

_____ Employees who work as Fire Fighter are eligible to participate in Special Plan 1C. The Town's contribution is established by the Maine Public Employee Retirement System and will vary depending on circumstances. Full-time Fire Department employees who participate in option 3 may also choose to participate in the deferred compensation plan (option 2) but without a match from the Town.

In-Service Retirement

Eligibility

- a. Employee will notify the Town, in writing, no less than forty -five (45) days of their intention to retire/rehire.
 - b. Employee must have completed the requirements of MPERS service and separated from service and retired through MPERS.
 - c. Employee will be paid for all qualified accrued time at time of separation.
 - d. Employee is subject to rehire at the discretion of the Department Head, and approval of the Town Manager, at which time the Dept Head will provide a written letter to rehire the employee after separation. This letter will define a starting point for the employee in the contract.
 - e. There will be a minimum of (1) week break between the retire date and the rehire date.
- Program Conditions
- f. Re-hired employee will receive the pay level that was reached at the time of separation. Also, they will continue with seniority, rank (if applicable), accrual rates for annual and sick time, scheduled step increases.
 - g. Re-hired employee sick time will accrue monthly starting at zero and have no monetary value at separation.

- h. Re-hired employee will earn vacation time at their separation level starting at zero. Any hours earned will be paid out to the employee upon at their current rate of pay upon separation.
- i. Re-hired employee will have the required contribution for MPERS as a deduction to payroll (currently 5%)

C. Health Insurance

1. Effective January 1, 2008 the Town will offer all full-time employees the opportunity to sign up for Allegiant Care as a health care benefit plan paid by the Town. Any amendments to this Agreement relating directly or indirectly to the contributions being made hereunder will be forwarded to the Director by the Town of Berwick within ten (10) days after adoption.

The liability of the Town of Berwick to said Allegiant Care shall not exceed the contributions amounts which it is obligated to make pursuant to the preceding provisions, together with any existing delinquencies, any interest charges, cost/penalties, or charges provided by applicable law or Allegiant Care; provided nevertheless, that any additional contribution amounts required by Allegiant Care for continuation of the existing benefit program after the expiration date of this Agreement shall be due and owing Allegiant Care by Town of Berwick from and after said expiration date or is such additional amounts are first required by Allegiant Care during the post-Agreement negotiating period, they shall be due and owing by the Town of Berwick from and after the effective date of said increase.

Provisions of this Article constitute a direct contract also between the Town of Berwick and Allegiant Care which shall continue in effect until terminated by either party on advance written notice to the other, except in the case of a delinquency by the Town of Berwick, in which case Allegiant Care may suspend claims payments and/or terminate said contract on 24-hour notice.

The Town agrees that its agreement hereunder shall constitute an obligation from the sums herein provided directly to Allegiant Care, and further that the Town will be bound by the terms and provisions of the Trust Indenture of Allegiant Care and any and all amendments thereto as promulgated by the Trustees thereto.

2. The Town participates in the employee's cost of the Health Care Benefit Plan, up to and including the family subscription level of coverage.
3. For employees who choose not to participate in the Town's health care benefits and can provide proof that they have other valid health insurance and will maintain coverage, the Town agrees to pay these employees either (1) two lump sum payments consisting of (i) one thousand eight hundred dollars (\$1800.00) during the second pay period in July and (ii) one thousand eight hundred dollars (\$1800.00) during the second pay period in January, or (2) an amount equating to the highest amount paid to any group of employees, whichever is highest. Payments will be made in arrears to avoid a payback of a buyout to the Town
4. Employees who subsequently lose their alternate Health Insurance will be allowed to rejoin the Town's plan on the first of the next month so long as allowed by the Town's insurance carrier.

5. The Board of Selectmen reserves the right to change the Health Care Insurance provider or to offer insurance from more than one company, provided, however the new plan will be substantially equal to or better than the existing plan.
6. The Town shall pay 85% of the cost of the appropriate level of health insurance for the employees, while the employee share will be fifteen (15%) percent. The employees wishing to have the Town's health care benefits will have the difference deducted from the employee's paycheck.
7. So long as there is no break in coverage, a member of the bargaining unit who retires under a recognized plan with the Town, after attaining at least age sixty (60) with ten (10) years of service may continue to be included by the Town with the active group for purposes of continuing his/her health insurance by remitting to the Town the full amount of the monthly premium that is required, as long as full monthly payment is made by the first of the active month.
8. The Town agrees to provide its employee with access to the so-called 125 program which allows employees to pay for their portion of health insurance premiums and non-reimbursed medical expenses (up to \$1,500 annually) with pre-tax dollars.

D. Worker's Compensation

All employees are eligible for benefits under the Worker's Compensation Act for personal injury or compensable illness arising out of and in the course of employment.

E. Disability Insurance

1. The Town offers a Disability Insurance Plan to full-time employees, who may sign up for this plan if they choose.
2. The total cost for Disability Insurance shall be paid by the employee through monthly payroll deduction.
3. With any disability, the employee shall inform the Town of the employee's expected date of return, and must be cleared by a doctor prior to returning to work.

F. Life Insurance

1. All full-time employees will have a term life insurance policy equal to their base annual wages (for example an employee with a \$20,000 base annual wage would have a \$20,000 Life Insurance Policy).
2. The cost of this life insurance will be paid by the Town.
3. Employees who qualify for Town paid Life Insurance as noted above, may subscribe to additional Life Insurance as provided by the Life Insurance Carrier. Such additional insurance will be paid by the employee through payroll deduction.

G. Dental Insurance

The Town agrees to try to obtain a dental plan which the employees may participate in at their own cost.

ARTICLE 33 - SEPARATION FROM SERVICE

A. Resignation or Retirements

Employees resigning or retiring from the service of the Town shall give written notice of not less than two (2) weeks. The notice of resignation shall be in writing.

B. Continuing Health Care Coverage

An employee whose coverage ends under the Town's group health insurance plan may be entitled to continuation of coverage under the plan at the employee's expense. Coverage for dependents may also be continued if they are already covered under the plan. This results from the 1985 federal Consolidated Omnibus Budget Reconciliation Act (COBRA). Full information on this coverage is available from the Town's group health insurance plan provider upon its receipt of the employee's termination notice from the Town. Information is also available in the health plan booklet. A sixty-day election period applies.

C. Final Check

Prior to receiving a final check from the Town, the employee shall:

- Complete an exit interview form, if the employee is retiring, resigning or being laid off.
- Return all Town owned property such as tools, keys and uniforms.
- Sign a notice of receipt of information on benefit continuation as noted in Section B. above.

ARTICLE 34 - EXAMINATION

- A. Physical or other examinations required by a government body or the Town shall be promptly complied with by all employees provided, however the Town shall pay for all such examinations. The Town shall be responsible to employees only for time spent at the place of examination or examinations.
- B. The Town reserves the right to select its own physician; and the Union, if it disagrees with that physician's opinion, may have said employee re-examined at the employee's expense. In the event of disagreement between the doctor selected by the Town and the doctor selected by the Union, the Town and the Union shall together select a third (3rd) doctor within thirty (30) days, whose opinion shall be final. The cost of the third doctor shall be split equally between the Town and the employee.

ARTICLE 35 - SUPERVISORY AND SEASONAL PERSONNEL

Supervisory, regular part-time and seasonal employees may perform Bargaining Unit work during emergencies and when the workload exceeds that which the bargaining unit employees can perform. The employer shall not use non-Bargaining Unit personnel other than for these reasons.

ARTICLE 36 - HOURS OF WORK AND OVERTIME

- A. All full-time fire fighters covered by this agreement shall be assigned to twenty four hour shifts based upon a schedule of one (1) twenty-four (24) hour shift on duty, followed by two (2) days

off, followed by one (1) twenty-four (24) hour shift on duty, followed by four (4) days off, over an eight (8) week cycle. The shifts shall change at 8:00 am each day. This schedule will average forty-two (42) hours per week over an eight (8) week cycle.

- B. Fire Department employees shall be paid overtime for all work performed in excess of their regular duty as specified in paragraph A. Overtime pay shall be one and one-half (1 1/2) times the employee's standard hour rate.
- C. Overtime shall be distributed by rotation using a call list appropriate to the work function, said list being established on the basis of seniority. The list will be developed every year on November 1st. The Town reserves the right to require full-time fire department employees to remain on duty or to return to duty, at such time and for such lengths of time as it shall deem necessary. Overtime to cover vacant shifts of duty shall be offered to full-time fire department employees according to a list by seniority and on a rotating basis.
- D. Fire Department employees do not accrue comp time.
- E. On duty Fire Department employees shall have a paid lunch period of sixty (60) minutes and a supper period of sixty (60) minutes. During this time, they are still responsible for providing service to the public; this includes handling phone calls and walk-ins. They must also respond to emergency calls for service. Time spent dealing with the above stated situations shall not be counted as part of their lunch or supper break.
- F. Once per shift Fire Dept. employees may leave the station or stop by when traveling to get food. Employees will use a department vehicle to get food, on the clock, so long as their destination is within town limits, or within one mile of the station, or in route when returning from a service call.
- G. Fire Department employees participating in activities, (musters, parades, fire safety days) that are not assigned by the Fire Chief shall be considered to have volunteered and shall not be compensated under the collective bargaining agreement. Off duty Fire Department employees required to participate in activities covered under this subsection shall be paid in accordance to the "call-in" procedures in Article 26.
- H. For those employees who are regularly scheduled for shift work (not call ins) when the clock changes back in the fall from Daylight Savings Time (2 AM), the Town will pay an additional one (1) hour of overtime pay computed at time and one-half (1 1/2) times the employee's regular hourly rate of pay. In the spring the Town will not deduct one (1) hour of pay from any employee regularly scheduled to work on the Daylight Savings Time change over shift.
- I. The Fire Chief or his/her designee may grant the request of any two Fire Dept. employees to exchange shifts of duty or days off. When said request has been granted, the individual who is to provide coverage for the absent party, will be solely responsible to the department to provide said coverage and shall be caused to forfeit payment in an amount equal to hours of coverage he/she may have failed to provide. All time owed by members of the UNION shall be paid back within the fiscal year that such exchange of hours occurred.

J. Outside Detail

- A. The Town agrees that full-time EMT/firefighters shall be allowed to fill special detail duties or assignments where presences is requested.
- B. Events, clinics or assignments where the Town receives reimbursement are eligible for Detail Pay. Events such as parades, concerts, recreational programs, other community events, duties, or assignments funded by the Town of Berwick, and that the Town does not receive reimbursement for, are not eligible for Outside Detail Pay.
- C. Employees who work on any outside functions (see Section B) shall receive a guaranteed minimum of four (4) hours for each assignment, with the exception of school or other non-profit functions in which the guarantee will be three (3) hours.
- D. Effective upon the signing of the contract, employees will receive sixty dollars (\$60) per hour for all details payable in the following pay period. Employees agree to provide proper documentation for all outside details on forms provided for that purpose.
- E. Detail hours are not used to calculate overtime in the employee's normal workweek.
- F. Normal workweek schedule must be filled before details hours can be scheduled.
- G. Management will sign off on requests for detail hours to ensure that is no conflict with schedules.

ARTICLE 37 - WAGES

Wages shall be paid to regular full-time employees of the bargaining unit as noted in Appendix A.

ARTICLE 38 - SEPARABILITY AND SAVINGS CLAUSE

- A. If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- B. In the event that any Article or Section is held invalid or enforcement of or compliance with which had been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the Town or Union for the purpose of arriving at the mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitations of time for such written notice.

ARTICLE 39 - UNION SECURITY

- A. Membership in the Local Union is not compulsory; membership in the Local Union is separate, apart and distinct from the assumption by an employee of the employee's equal obligation to the extent that the employee receives equal benefits. The Local Union is required under this Agreement to represent all of the employees in the Bargaining Unit fairly and equally without

regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the Bargaining Unit and not for members in the Local Union.

- B. Accordingly, each employee in the Unit may determine whether to join the Local Union and pay dues as set by the Local Union. If an employee elects to join the Union, dues will be deducted in accordance with the provisions of Article 12, Check Off Authorization.
- C. The Union shall indemnify, defend, and hold the Town harmless against all claims and suits which may arise as a result of action taken pursuant to the Article and in the collection of dues.


ARTICLE 40 – WORK RULES AND REGULATION


- A. When existing work rules are changed or new rules are proposed, they shall be posted prominently on the bulletin board for a period of ten (10) consecutive work days before becoming effective.
- B. Any employee who wishes to object to a proposed work rule may submit said objection to the Department Head or Town Manager in writing, within the aforementioned ten (10) day period. The Department Head or Town Manager shall review said objections. The decision of the Department Head is subject to review by the Town Manager whose decision shall be final except the Town Manager's decision shall be subject to the dispute resolution process if it conflicts with any provisions of this Agreement.

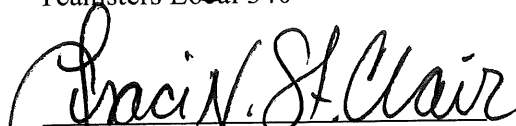
ARTICLE 42 – DURATION OF AGREEMENT

- A. The provisions of this Agreement shall be effective as of July 1, 2022 unless otherwise specified herein, and shall continue in full force and effect until and including June 30, 2025.
- B. Either party may serve upon the other a notice at least 120 days prior to the expiration of the Agreement advising that they desire to confer and negotiate with regard to the terms of a successor Agreement.

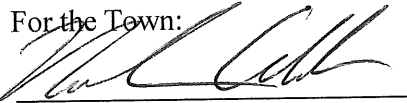
For the Union:


Brett R. Miller, President
Teamsters Local 340

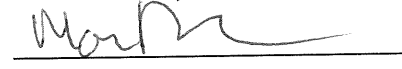

Ed Marzano, Secretary Treasurer
Teamsters Local 340

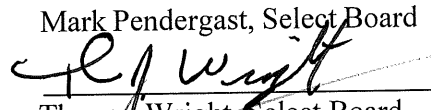

Traci St Clair, Business Agent
Teamsters Local 340

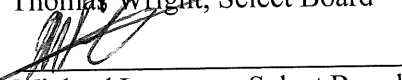
For the Town:


Noah Cobb, Chair

Linda Corliss, Vice-Chair


Mark Pendergast, Select Board


Thomas Wright, Select Board


Michael Laterreur, Select Board

APPENDIX A

Wages

Fire Department FF/EMT

I-Jul-22 I-Jul-23 1-Jul-24
4% 5% 4%

Start	\$23.68	\$24.86	\$25.86
1 Year	\$24.23	\$25.44	\$26.46
5 Years	\$24.78	\$26.02	\$27.06
10 Years	\$25.60	\$26.89	\$27.96
15 Years	\$26.44	\$27.76	\$28.87
20 Years	\$27.54	\$28.92	\$30.07
Captain	\$1.50	\$1.75	\$2.00

Minimum Step Separation

The following chart represents the minimum separation.
between steps that shall be maintained

1 year	\$0.50
5 years	\$0.50
10 Years	\$0.75
15 years	\$0.75
20 years	\$1.00