COLLECTIVE BARGAINING AGREEMENT

between

CITY OF LEWISTON

and

LOCAL #785, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

July 1, 2019 to June 30, 2022

ARTICLE 1

PREAMBLE

Section 1.

This Agreement is entered into by and between the City of Lewiston, hereinafter referred to as the Employer and Local #785, International Association of Firefighters, hereinafter referred to as the Union.

Section 2.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences which may arise and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE 2

RECOGNITION

Section 1.

The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Fire Department except only the:

Fire Chief
Assistant Chief
Maintenance Technician
Administrative Secretary
Fire Prevention Clerk

Section 2.

The parties recognize that all persons in the bargaining unit as defined in Section 1, above, are "Firefighters". Solely for the ease of differentiating between the Firefighters who are assigned to duty on trucks and other Firefighters within the Department, there are, from time to time in this Agreement, references to "Firefighters" which will be deemed to refer to Firefighters assigned to duty on trucks, and references to "other employees" or a similar term, which will be deemed to refer to Firefighters who are not assigned to duty on fire trucks.

ARTICLE 3

PAYROLL DEDUCTION OF DUES

The Employer agrees to deduct, once each week, dues/fees in an amount certified to be current, by the Treasurer of the Union, from the pay of those Employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted by the Employer to the Treasurer of the Union. This authorization shall remain in force during the term of this Agreement.

ARTICLE 4

UNION SECURITY

Section 1.

Employees of the Fire Department shall have the right of joining the Union or refraining from doing so. No Employee shall be favored or discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Association or by reason that his holding office therein or by reason of being a member of a collective bargaining committee of the Association and the Employer agrees that the provision of this Article shall be applicable to all persons to whom this Agreement applies without discrimination.

Section 2.

The City and the Union recognize that membership in the Union is not compulsory, but that the Union has the legal duty to represent all members of the bargaining unit. Therefore, it is agreed that Employees who choose not to belong to the Union shall be subject to one of the following options:

1. The Employee may sign a payroll deduction authorization form authorizing the deduction of eighty-five percent (85%) of the regular weekly Union dues; or

2. The Employee may elect to be represented by the Union on a fee-for-service basis. The Union may charge such Employee a reasonable fee for any requested services other than contract negotiation services, including reasonable fees for employee representative services, attorney's fees and costs and expenses and arbitrator's fees and expenses.

ARTICLE 5

WAGES

Section 1. Weekly Pay—Firefighters

In order to provide level rather than fluctuating weekly pay checks, the weekly pay for firefighters in the various grades within the rank for the weekly pay periods within the

duty periods or tours of duty as hereinafter defined, regardless of the number of duty days, shall be as follows:

Section 2. Pay Scale

The effective pay scale for all employees is listed in Exhibit D and is considered part of the contract.

NOTE: Advancement from one step to the next higher step to the top step stated in Exhibit D shall occur on the first pay period of July of each year.

Section 3. Pay Date

The Lewiston Fire Department weekly pay will be ready for pickup from Central Fire Station on Wednesday of each week so long as this is reasonably feasible under the City's electronic data processing system.

Section 4. EMS Implementation Pay

At the one year anniversary date of the implementation of the EMS program, all hourly wages will be adjusted by one percent (1%).

Section 5. Hazardous Material Stipend

All Firefighters possessing a valid Hazardous Material Technician Level Certification, or greater, will receive a stipend of $15.00 per week.

ARTICLE 6

SPECIAL WAGES & STIPENDS

Section 1. Recall and Overtime Pay

Overtime shall be paid to all Fire Department personnel covered by this Agreement at the rate of one and one-half (1 ½) times their hourly rate. In the event of a recall to duty from an off-duty status, all Employees shall receive a minimum of two (2) hours of pay at the above overtime rate.

Section 2. Working Out of Classification

Any person covered by this Agreement, who is required to accept the responsibilities and carry out the duties of a position or rank above that which he normally holds shall be paid the difference between the highest pay of the rank he normally holds and the highest pay for that position or rank while so acting.

Section 3. Overtime Hours

Compensation for hours worked by a firefighter in excess of forty-two (42) hours in a duty period or tour of duty during the duration of this Agreement shall be at the rate of

one and one-half (1 ½) times their straight time rate, as determined under Article 5, Section 2 hereof.

Section 4. Replacements

Insofar as the maintenance of a minimum complement of three (3) Firefighters per operating piece of apparatus is concerned, off-duty personnel of equal rank from the out-going platoon shall have the primary obligation to perform replacement duty for an absent Firefighter of the same Company in instances where no qualified spare Firefighter is available; provided that if the Firefighter of equal rank on the out-going platoon does not wish to remain on duty for another day, he shall be permitted to seek a qualified substitute satisfactory to the Captain on duty and not disapproved by the Chief, whose approval shall not be unreasonably withheld.

Section 5.

Hours paid for absences for vacation, sick leave, and for leaves under Article 13 shall be counted as hours worked for purposes of overtime compensation under this Article.

Section 6.

An Employee required to remain on duty after the end of his shift shall be compensated at his overtime rate for the time he is required to remain.

Section 7.

An Employee failing to report for duty at the start of his shift, or leaving duty prior to the end of his shift (which may only be done with the consent of his duly authorized superior officer), shall only be paid for the time actually on duty. Any reduction of pay hereby provided shall not be exclusive of any disciplinary action required.

Section 8.

Notwithstanding the foregoing, if an Employee is held over at a fire, his overtime rate shall commence immediately.

Section 9. Recall and Overtime Pay – Fire Inspectors

Overtime shall be paid to all Fire Department Inspectors covered by this Agreement at the rate of one and one-half (1 ½) times their hourly rate for Monday-Friday recalls to duty. In the event of a recall to duty from an off duty status, all employees shall receive a minimum of two (2) hours of pay at the above overtime rate. Any recall to duty from 12:01a.m. Saturday-12:01a.m. Monday and during all recognized holidays shall be at rate of 2 times the Inspector's normal rate of pay and the Inspector shall receive a minimum of two (2) hours of pay at the above overtime rate. To facilitate operations, the Inspector will be provided with a department vehicle in which to respond to recall to duty status.

Section 9. Cell Phone Stipend

Effective July 1, 2016 on the first pay period of each month the Employer shall furnish to all Firefighters a monthly $30 cell phone stipend which after the signing of this contract shall be paid on the condition that the Employee provide the City with his/her personal cell phone number for official business.

ARTICLE 7

SICK LEAVE

Section 1. Accumulation

Each member of the Fire Department shall be allowed to accumulate one and one-half (1 ½) days of sick leave per month for each month in which he is paid for a minimum of two (2) weeks, for a total of eighteen (18) days per year, accumulative to two hundred and twenty five (225) days. However, the civilian employees shall be allowed to accumulate one (1) day of sick leave per month for a total of twelve (12) days per year, accumulative to two hundred twenty five (225) days. After an Employee has been on Workers' Compensation for twelve (12) continuous months and is granted an extension as provided in Article 13, Section 4, such Employee shall not receive any further accumulation of sick leave. Upon retirement pursuant to the Maine Public Employees Retirement System (MePERS), an Employee shall receive compensation at his rate of pay at the time of retirement for one-half (1/2) the number of days to a maximum of ninety (90) of his/her unused sick leave.

Effective upon signing of contract, an Employee separating from employment due to a work-related injury/illness that has resulted in his/her absence from employment for any reason in excess of three hundred sixty-five (365) calendar days and shall cause a termination of employment and who has not achieved their 25th year of MePERS retirement, shall be reimbursed 75% of his/her sick leave accumulation that shall not exceed a maximum reimbursement of ninety (90) days sick leave.

Effective upon signing of contract, an Employee separating from employment due to a non-work related injury/illness that has resulted in his/her absence from employment for any reason in excess of three hundred sixty-five (365) calendar days and shall cause a termination of employment and who has not achieved their 25th year MePERS retirement, shall be reimbursed 50% of his/her total unused sick leave accumulation that shall not exceed the maximum reimbursement of ninety (90) days unused sick leave.

Section 2. Work Related Injuries

Absences due to on-duty injuries shall not be charged against accumulated sick leave except for those injuries defined in Article 8, Section 3 below.

Section 3. Sick Leave Incentive Pay

As an incentive to conserve sick leave, the City agrees to reimburse Employees effective June 1, 2014

- Payment under this plan will be the equivalent of one work week's regular pay (42 hours) per year which will be used to calculate payment under this revised sick leave incentive plan.
- All Employees who have not utilized sick leave since July 1, 2013 shall be paid the differential available under this new plan for all payments made under the old plan
- All other Employees who currently have uninterrupted work days without sick leave use shall be credited the time (not already paid through the sick leave incentive plan in effect in the prior contract)
- Incentive payments are to be paid at the Employee's ~~pro-rated~~ hourly wage based on a monthly percentage rate beginning at the third consecutive month of non-sick leave use in accordance with the schedule listed below:

3 consecutive months of no sick leave 15% of their regular weekly salary
4 consecutive months no sick leave 20% of their regular weekly salary
5 consecutive months of no sick leave 30% of their regular weekly salary
6 consecutive months of no sick leave 40% of their regular weekly salary
7 consecutive months of no sick leave 50% of their regular weekly salary
8 consecutive months of no sick leave 60% of their regular weekly salary
9 consecutive months of no sick leave 70% of their regular weekly salary
10 consecutive months of no sick leave 80% of their regular weekly salary
11 consecutive months of no sick leave 90% of their regular weekly salary
12 consecutive months of no sick leave 100% of their regular weekly salary

Payments over one sick leave incentive year shall only be issued upon the break of consecutive non-sick leave usage. Use of no less than one (1) day of applicable sick leave (or additional consecutive days of sick leave use) shall cause the employee to renew his/her sick leave incentive year. Sick leave incentive eligibility shall restart on the next calendar day following the last day of sick leave or shall begin no later than the next calendar day following twelve (12) consecutive months of non-sick leave use.

Employees meeting this criteria must submit their written request for said reimbursement. It is understood that sick leave used in conjunction with receiving Workers' Compensation benefits shall not be considered sick leave solely for the purpose of receiving the sick leave incentive.

Section 4. Caring for a Child

Employees may utilize up to twelve (12) days per year for children's sickness, provided the employee has the available sick leave. In addition, sick leave for catastrophic illnesses involving the employee's spouse and/or children may also be utilized to provide care to the extent of his accrued sick leave. Any leave in accordance with this section that is limited to less than twelve (12) hours per day of occurrence shall not invalidate an employee's eligibility for Sick Leave incentives.

ARTICLE 8

INSURANCE BENEFITS

Section 1. Liability Insurance

The Employer shall save harmless and indemnify an Employee of the Fire Department for loss, expenses or damages incurred by him for which he may be held or become liable by reason of personal injuries, including death, or property damage, to persons in connection with the performance of his duties as a Firefighter, and from damages to property or person, arising out of the operation of a Fire Department motor vehicle.

Section 2. Workers' Compensation Coverage

The Employer shall provide Workers' Compensation coverage to its Employees, as defined under the Maine Workers' Compensation Act and Occupational Disease Law and Amendments thereto.

Any Firefighters paid Workers' Compensation benefits shall also be paid in addition thereto, the difference between the compensation benefits and his full weekly wages (except for those injuries defined in Section 3 below). A Firefighter who is working overtime or as a replacement, and is injured on duty, shall be paid the overtime or replacement pay for the entire shift.

Section 3.

Injuries occurring to Firefighters due to negligence or inattentiveness on the part of the injured Employee, as determined by a majority of the Department Safety Committee to be composed of an equal number of bargaining unit and non-bargaining unit Employees, may have the difference between his Workers' Compensation payments and his full weekly salary charged to accumulated sick leave.

Section 4. Maine Municipal Employees Health Trust

Effective upon signing of contract and upon the implementation date for PPO 500, the Employer shall make available and pay for its portion of the the Maine Municipal Employees Health (MMEHT)Preferred Provider Organization (PPO) 500 Plan monthly premium cost in accordance with Article 8, Section 7. The Employer reserves the right to convert said coverage to another carrier or other coverage which provides substantially equal or better coverage. All Employees shall pay their portion of the PPO 500 health insurance premium in accordance Section 7 of this Article.

It is understood that the term applicable premium refers to all available plans-Single Employee only, Employee and spouse, Employee with children, Employee & spouse with children plan, or any of the other available plans.

Effective upon signing of contract and upon the implementation date for PPO 500, Employees electing the MMEHT Point of Service (POS) C Plan will pay the full monthly cost difference between PPO 500 and POS C plan coverage.

Section 5. Health Insurance Arrangement*
Effective upon signing of contract and upon the implementation date for PPO 500 and only for Employees in the MMEHT PPO 500 health insurance plan, the Employer shall contribute funds to the Employee's Health Reimbursement Arrangement in accordance with the following schedule: $1,000 Single Plan; $2,000 Family Plan; $2,000 Employee/Spouse Plan; and $2,000 Employee with Child Plan. Eligible reimbursements will be based upon approved IRS eligible expenses outlined in Exhibit G for Health Reimbursement Arrangements and Flexible Spending Accounts. Exhibit G is subject to change based on IRS directed changes to the list of eligible expenses.

Effective no earlier than July 1, 2017, HRA will increase in accordance with the following schedule: $1,200 Single Plan; $2,400 Family Plan; $2,400 Employee/Spouse Plan; and $2,400 Employee with Child Plan.

* Annual Employer's Health Reimbursement Arrangement contributions are each calendar year (January 1-December 31) in accordance with above. Employee expenses incurred but not yet billed or submitted for claim prior to December 31st will be available for reimbursement up to 120 days beyond the end of the calendar year.

Section 6. Wellness and Health Care Management System Program
Effective upon signing of contract, Employees who voluntarily participate in the Exhibit E Wellness & Health Care Management System Program shall receive applicable health insurance percentage reductions that may lower their Maximum Health Insurance Payment (MxHIP) in Section 7.

Section 7. Maximum Health Insurance Payment

Effective upon signing of contract and upon the implementation date for PPO 500, the Employer shall pay no more than 85% of the PPO 500 monthly premium costs and all Employees shall contribute no more than the Maximum Health Insurance Payment (MxHIP) of 25% of the Employers full monthly health insurance premium cost which may be reduced through their voluntary participation in the Exhibit E City Wellness and Health Care Management program which may reduce the Employee premium payment to 15% of the total Employer full monthly premium by qualifying for applicable Category percentage credits listed in Wellness and Health Care Management System Program.

Effective upon signing of contract, all Employees electing MMEHT POS-C health insurance coverage must pay the full monthly premium difference between the applicable Employee MxHIP payment share for MMEHT PPO 500 coverage, less any applicable credits, and the difference between PPO 500 and POS C plan coverage.

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Section 8. Health Insurance Employee Premium Caps

Effective upon the signing of contract and upon the implementation date for PPO 500, the Employee health insurance premium cap in Table 1 (below) shall be applicable. Premium payments between 15% and 25% shall be determined by the employee and (if applicable) spouse's participation in the Wellness and Health Care Management Program.

Table 1. – Weekly Employee Health Insurance Premium Payment Caps

Effective at the signing of the contract thru 1/1/2019.

% Minimum	
Rate – 15%	$95.16
MxHIP	
Rate – 25%	$154.54

Section 9. Health Insurance Bridge

Health insurance coverage shall continue for a period of one (1) year for retired Employees who qualify according to the following:

1. The Employee shall have retired within six (6) months of the first eligible day possible for retirement pay, or

2. Employees may opt for the cash value of the health insurance coverage, based on actual coverage provided on January 1st of the year of the retirement, less the applicable co-pay requirement.

This section only applies to those Employees that are enrolled and eligible to retire voluntarily under MePERS.

Effective upon signing of contract and upon the implementation date for PPO 500, the Employer shall make available and pay for the PPO 500 Plan. The Employer reserves the right to convert said coverage to another carrier or other coverage, which provides substantially equal or better coverage. All retired Employees shall pay a portion of the PPO 500 health insurance premium consistent with the current Employees and in accordance with Section 7 of this Article.

Section 10. Light-Duty Assignments

Whenever a Firefighter is returned-to-work in a light-duty position by the health care provider as a result of a Workers' Compensation injury, the City and the Union shall meet to determine the type of work that is best suited for the injured Firefighter and the hours of work. This program is intended to be non-punitive in its handling of the injured worker.

Section 11. Deferred Compensation

Employees will have the option of participating in a deferred compensation program administered by either Massachusetts Mutual Life Insurance Company (MassMutual) 457, Maine START 457, or the International City Managers Association (ICMA) 457 programs.

Employee contributions shall be deducted weekly and transmitted to the respective provider(s) on a weekly basis so long as the Employer and provider of the deferred compensation program can accommodate such contributions.

Section 12. Flexible Benefits Plan

A flexible benefits plan shall be made available to the Employees as allowed under Section 125 of the Internal Revenue Code. Participation shall be regulated in accordance to the plan document. In addition, effective January 1, 2006, the City will contribute, annually, $200 in the Medical Spending Account for Employees who are participating in the Health Care Program. Spouses and children are not required to participate to qualify for this reimbursement.

Section 13. Retirement Savings (RHS) Plan

Effective January fifteenth (15^{th}) of each year, Employees shall contribute unused accumulated sick leave to a Retirement Health Savings (RHS) Plan. Contributions to the Retirement Health Savings Plan are as follows*:

216-432	2008-1 day	2009 forward-1 day
432-649	2008-2 days	2009 forward-3 days
650-865	2008-4 days	2009 forward-5 days
866-1082	2008-5 days	2009 forward-6 days
1083-1298	2008-6 days	2009 forward-7 days
1299-+	2008-7 days	2009 forward-8 days

Participation in the plan is mandatory for all employees per IRS Rules.

Payments to the RHS Plan shall be made in July of the same year as it is withdrawn from the Employees' sick leave balances.

***Effective January 15, 2013 individual RHS contributions as of January 15^{th} of each year will be reduced 8.75% and will be deposited in July of that year using the individuals basis hourly rate in effect on January 15^{th}.**

ARTICLE 9

WORKWEEK AND MANPOWER

Section 1. Workweek (Firefighters)

The average workweek for all Firefighters for the duration of this Agreement shall be forty-two (42) hours per week utilizing the so-called K-Day System as set forth in Exhibit A, attached hereto and incorporated herein.

The City will assign no more than 2 department replacement personnel utilizing the so-called K-day System 24 hour daily and a resultant 42-hour weekly schedule.

Section 2. Manpower

a. The Employer shall employ a sufficient number of firefighting personnel to constitute three (3) platoons. The Employer shall also determine the number and type of firefighting apparatus to be used. Each platoon shall consist of a minimum strength roster as follows:

b. One (1) Captain, no less than five (5) Lieutenants and a sufficient number of Privates necessary to meet the requirement to man each piece of firefighting equipment with a minimum of three (3) Firefighters for each operational vehicle with the exception of the Captain that will be assigned to a vehicle in addition to the above minimum requirement.

c. In compliance with Article 9(2)(d) a minimum daily staffing requirement of 17 firefighters shall be required and met within one-hundred and eighty (180) days of the signing of this contract. This will include no less than five (5) Lieutenants and 11 Privates necessary to meet the requirement that each piece of operational firefighting equipment will be staffed with a minimum of three (3) Firefighters in addition to the Captain who will be assigned to an Incident Command Vehicle.

d. The staffing level outlined above in sub-section c. will not be in effect during any period in which either of the following conditions exist: (1) the City General Fund's total unassigned fund balance falls below 8% of general fund revenues, such revenues to be measured on a Generally Accepted Accounting Principles basis, or (2) the City's state adjusted property tax rate rises to more than $28 per thousand of assessed value, such rate to be computed as follows: the total tax levy (city, school, county, and overlay) divided by the sum of the most recent equalized just value of the City of Lewiston as determined by the Maine Revenue Service, said sum divided by 1,000. The required staffing level shall remain in abeyance until 180 days after information becomes available to the City indicating that neither of the conditions outlined in (1) and (2) above remain in effect.

e. In the event that either of the conditions in sub-section d exist each platoon shall consist of a minimum strength roster as follows: One (1) Captain, no less than five (5) Lieutenants and a sufficient number of Privates necessary to meet the

requirement to man each piece of firefighting equipment with a minimum of three (3) Firefighters for each operational vehicle with the exception of the Captain that will be assigned to an Incident Command vehicle in addition to the above minimum daily staffing requirement of 16 firefighters.

In the event of implementation of an EMS transport system, the manpower shall be modified to require a minimum of two (2) per rescue/ambulance.

Section 3. Fire Inspectors/Investigators

Effective upon the signing of this contract, a minimum of one Fire Inspector/Investigator shall be employed for a workweek of forty (40) hours per week Monday – Friday 0800-1600.

Section 4. Training

Senior Lieutenant / Training Officer Duties:

The duties of the Senior Lieutenant / Training Officer shall be assumed by the senior in rank Lieutenant stationed at Central Station on either Engine 7 or Ladder 1. He/she shall be responsible to supervise, manage and coordinate department training as detailed in the Monthly Training** schedule every Tuesday, Wednesday and Thursday, excluding recognized holidays, between the hours of 09:00-and 15:00, which shall include adequate time for a lunch period. He/she shall also be responsible for facilitating and delivering daily department skills training utilizing the most current recognized MFTE curriculum of Firefighter Fundamental Skills Program and/or similarly recognized resources as a course delivery guide. He/she shall be responsible for the completion of the training roster for the related subject(s) of that day. The Labor Management Committee, on a quarterly basis, shall determine the skill-training topics to be delivered with the goal of providing training based on Company Officer Level subjects that meet the needs of the Lewiston Fire Department.
Senior Lieutenant/Training Officer on duty will be compensated $85.00 for that day effective June 30, 2014.

*** Specialty Training Days (Haz-Mat refresher as an example) will be afforded the flexibility to be scheduled prior to and beyond the regular company officer training period of Tues-Wed-Thurs.*

Training Support Staff:

The Lewiston Fire Department training staff shall be augmented by qualified off-duty Lewiston Fire Department Employees instituting an agreed upon annually evolving curriculum that shall be developed and approved through the Labor Management Committee, delivering an annual minimum of 80 hours of specialized department training. The training shall have an emphasis on fire ground based education to ensure that firefighters are able to perform their assigned duties in a manner safe to themselves and others.

Staff Selection:

The selection of the training staff shall provide for an adequate number to accommodate the rotating platoon schedule and the requirements/operations of a particular course to insure sufficient staffing** to safely deliver the course. The number of training staff shall be determined by the Chief or his designee.

Assignments shall be on a voluntary basis through a fair and equitable rotation, as agreed upon by the parties, amongst individuals who are qualified to perform the assignments.

*** Off duty firefighters may be used as replacement for on duty firefighters who would fill the role as training support staff in the interest of expedited course delivery.*

New Employee Training:

It shall be the primary role of the Training Support Staff to provide training for all new employees that meets the Minimum Safety Standards for Firefighters per MRS Title 26, Chapter 28. New Employee Training shall be delivered within a 60 day period beginning at date of hire. New employee training shall not be factored towards the 80 hour specialized training.

Senior Lieutenant / Training Officer Assignments:

- Each of the current Lieutenants assigned to Central Station, Engine 7 or Ladder 1 shall maintain their ability to remain in their current assignment.

- Central Station Lieutenants opting not to serve as the Senior Lieutenant/Training Officer shall not be required to do so based upon the one-time declaration period*

- As they become available, Central Station Lieutenant Positions will be filled in accordance with the bidding process in which Training Officer duties may be a responsibility of that position**.

- **Declaration period defined- Within 14 days of the signing of the collective bargaining agreement the current platoon roster as of the date of the expiration of these 14 days will be the benchmark regarding Platoon seniority for Training Officer eligibility. This eligibility will require the submission of a one-time letter of interest/eligibility of Lieutenants who are interested in filling the Lieutenant training position based on Platoon Seniority basis only regardless of apparatus assignment.*

- ***Platoon based seniority shall be maintained by those interested in the training officer position regardless of assignment as long as they maintain their current assigned platoon assignment.*

    - Any change of current platoon assignment will void this seniority tenure and would require the occupation of either Engine 7 or Ladder 1

positions to continue seniority training officer status, transfers out of tenure without assumption of Engine 7 or Ladder 1 would limit eligibility based upon either the unavailability of a tenured Lieutenant that maintained their platoon assignment and or the unavailability of a Central Station Lieutenant that has bid for the position after the implementation of the declaration period or retained tenure status.

- Declaration status and order of tenure shall be based upon platoon only and will not be a carry over to overtime situations, swapping of shifts.
- Tenure status shall only be awarded to current Lieutenants.

Section 5. Fire Ground Operations

The Lewiston Fire Department recognizes the National Incident Management System (NIMS) as its standard for the efficient organization of emergency incident delivery within its jurisdiction and for the development and implementation of this policy for safe fire ground operations. Any confirmed structure fire (Condition Yellow or Red) will require the establishment of the following sectors based on the availability of On-Duty Firefighters and Recall Personnel . Whenever possible, these sectors will be filled by uniformed Lewiston Association firefighters:

Command (On duty Captain)
Rear Sector (Recall Officer)
Staging (Recall Captain located at Central Station)
Safety Officer
Operations Officer

ARTICLE 10

HOLIDAYS AND HOLIDAY PAY

Section 1. Holidays Recognized and Observed

Effective upon the signing of this contract and in addition to their regular weekly salary, all firefighters shall be paid within the pay period observed 8.4 Hours of straight time for the following holidays. All Firefighters working on any of these holidays shall be paid 12.4 hours of straight time:

New Year's Day	paid for that day
Martin Luther King Day	paid for the day observed nationally
Washington's Birthday	paid for the day observed nationally
Patriot's Day	paid for the day observed in New England
Memorial Day	paid for the day observed nationally
Independence Day	paid for that day
Labor Day	paid for that day

Columbus Day	paid for the day observed nationally
Veteran's Day	paid for that day
Thanksgiving Day	paid for the day observed nationally
Day After Thanksgiving	paid for that day (Effective 2008 calendar year)
Christmas Eve	paid for that day
*Christmas Day	paid for that day

*In addition to the above, the Firefighters on duty on Christmas Day shall also receive six (6) additional hours of pay at straight time. In the event that a Firefighter is obligated to perform replacement duty for a twenty-four (24) hour period pursuant to Article 6, Section 4, the six (6) straight time hours noted above shall be paid at double time.

Section 2. Holiday Pay for Civilian Employees

Civilian employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work.

ARTICLE 11

VACATION

Section 1. Accrual for Firefighters

Employees shall accrue paid vacation time on the following basis:

A Firefighter shall accrue paid vacation for each month for which he is compensated for at least a minimum of two (2) weeks upon the following schedule. After an Employee has been on Workers' Compensation for twelve (12) continuous months and is granted an extension as provided in Article 13, Section 4, such Employee shall not receive any further accumulation of vacation.

a. A Firefighter with fewer than five (5) full years of service, one-half (1/2) of a scheduled working day of vacation leave for each month but not to accrue more than five (5) scheduled duty days of vacation leave per year.

b. A Firefighter with five (5) or more but fewer than twenty (20) full years of service, three-fourths (3/4) of a scheduled working day of vacation leave for each month, but not to accrue more than eight (8) scheduled duty days of vacation leave per year.

c. In view of the fact that Firefighters are required to be absent from their homes for many more hours than other City Employees, a Firefighter with more than twenty (20) full years of service, one and one-quarter (1 ¼) scheduled working days of leave for each month, but not to accrue more than ten (10) scheduled duty days of vacation leave per year.

Section 2. Granting of Leave for Firefighter (Pvt. & Lt. Only)

Vacation leave accumulation during one year shall be granted during the following year and shall not be cumulative; provided, however, that an Employee who is prevented by requirements of the Department from taking his vacation in such following year, shall take the same in the ensuing year at such time as will not conflict with the regular vacation schedule for such ensuing year. However, Firefighters attaining either their fifth (5^{th}) or twentieth (20^{th}) anniversary with the Department shall be allowed to take such additional vacation time the same year as the anniversary but only after said date.

All Privates and Lieutenants covered by this Agreement shall be entitled to annual vacations as set forth in this Article.

(a) Departmental seniority shall be the governing factor in the choice of vacation dates by the members of each platoon.

(b) Vacation list shall be posted from January 1 of each year. It shall consist of consecutive two (2) week periods, beginning with the first full calendar week commencing in January.

(c) No more than four (4) Employees per platoon may be on vacation at any time. In the event of Implementation of an EMS Division, no more than an additional two (2) Employees from the EMS Division may be on vacation at any time (based on full implementation of the anticipated three rescue units).

(d) Employees within the Fire Alarm Division and the Bureau of Fire Prevention may select their vacations without reference to the vacations scheduled in the three (3) platoons.

(e) Starting on March 1, the Employer or designee shall contact all firefighting personnel for choosing of vacations on departmental seniority but within the platoons between March 1 and March 14. This completed list of names shall be posted by March 21.

(f) After all Employees within a platoon have selected either a one (1) or two (2) week vacation period, those Employees who are entitled to an additional week(s) of vacation shall be contacted on a seniority basis for the purpose of selecting their second (2^{nd}) or third (3^{rd}) week.

(g) After all Employees within a platoon, who are entitled to a third week of vacation have selected such week, those Employees who are entitled to a fourth week of vacation shall be contacted on a seniority basis for the purpose of selecting their fourth (4^{th}) week.

(h) Any Employee who shall fail to choose his vacation upon being contacted under the provision of paragraph d, e, f, or g, above, shall forfeit his turn on the seniority list for the purpose of said paragraph and choosing a vacation period shall

continue with the next member in line of seniority. Such person shall be placed at the end of the seniority list for the purpose of making selection under such paragraph or paragraphs.

(i) The additional week(s) of vacation may be taken by those Employees entitled to them during any weeks when fewer than four (4) other Employees within the platoon will be on vacation regardless of whether the additional week(s) will be "long" or "short" and regardless whether such weeks will be consecutive with such Employee's two-week period. Any Employee may elect to reserve from selection up to four (4)days during this process that may be utilized during the current calendar year as long as they conform to the requirement of this Section (i). The request for utilization of any reserve day(s) shall be communicated at least twelve (12) hours in advance of the requested date and followed by a written or electronic request. Reserved vacation days voluntarily carried over into the subsequent year shall be selected and taken by February 28th of the subsequent year. At that time the reserved vacation days will expire. Reserved vacation day request after 4:00 pm Weekdays, and on Weekends and Holidays shall be directed to and processed by the On Duty Captain.

(j) For the purpose of vacation picking, only the actual vacation day, and not K-days, shall be used to lock-out that date.

Section 3. Granting of Leave for Firefighters (Captains Only)

Vacation leave accumulation during one year shall be granted during the following year and shall not be cumulative; provided, however that an Employee who is prevented by requirements of the Department from taking his vacation in such following year, shall take the same in the ensuing year at such time as will not conflict with the regular vacation schedule for such ensuing year. However, Firefighters attaining either their 5th or 20th anniversary with the Department shall be allowed to take such additional vacation the same year as the anniversary but only after such date.

All Captains covered by this Agreement shall be entitled to annual vacations as set forth in this Article.

(a) Departmental seniority shall be the governing factor in the choice of vacation dates by each Captain.

(b) Vacation list shall be posted from January 1 of each year. It shall consist of consecutive two (2) week periods, beginning with the first full calendar week commencing in January.

(c) No more than one (1) Captain may be on vacation at any time.

(d) Starting on March 1, the Employer or designee shall contact all Captains for choosing of vacations on a Departmental seniority between March 1 and March 14. This completed list of names shall be posted by March 21st.

(e) After all Captains have selected their one (1) or two (2)-week vacation period, those Captains who are entitled to an additional week of vacation shall be contacted on a seniority basis for the purpose of selecting their additional week(s). Any captain may elect to reserve from selection up to four (4) days during this process that may be utilized during the current calendar year as long as they conform to the requirement of this Section (e). The request for utilization of any reserve day(s) shall be communicated at least twelve (12) hours in advance of the requested date and followed by a written or electronic request. Reserved vacation days voluntarily carried over into the subsequent year shall be selected and taken by February 28th of the subsequent year. At that time the reserved vacation days will expire. Vacation day request after 4:00 pm Weekdays, and on Weekends and Holidays shall be directed to and processed by the On Duty Captain.

(f) After all Captains who are entitled to an additional week of vacation have selected such week, those Captains who are entitled to an additional week of vacation shall be contacted on a seniority basis for the purpose of selecting their fourth week.

(g) Any Captain who shall fail to choose his vacation upon being contacted under the provisions of paragraph d, e, or f above shall forfeit his turn on the seniority list for the purpose of said paragraph and choosing a vacation period shall continue with the next member in line of seniority. Such person shall be placed at the end of the seniority list for the purpose of making selection under such paragraph or paragraphs.

(h) The additional week(s) of vacation may be taken by those Employees entitled to them during any weeks when fewer than one (1) Captain will be on vacation regardless of whether the additional week(s) will be "long" or "short" and regardless whether such weeks will be consecutive with such employee's two (2)-week period.

(i) For the purpose of vacation picking, only the actual vacation day, and not K-days, shall be use to lock-out that date.

Section 4. Accrual for all Other Employees

All other Employees shall accrue paid vacation time upon the following schedule:

a. An Employee with fewer than five (5) full years of service, one (1) day of vacation leave for each month.

b. An Employee with five (5) or more but fewer than twenty (20) full years of employment, at the rate of one and one-half (1 ½) days of vacation leave for each month.

c. An Employee with twenty (20) full years of employment, at the rate of one and three-quarters (1 ¾) days of vacation leave for each month.

Section 5. Granting of Leave for all Other Employees

Vacation leave may be taken by an Employee at any time after its accrual, subject to the approval of his Department Head. Each Employee may accumulate vacation leave to a maximum of thirty-two (32) days; thereafter, any and all vacation leave that would otherwise accrue shall be lost.

Section 6. Additional Vacation Days

(a) The parties have agreed to grant additional vacation days to all Firefighters The additional days are as follows:

a. A Firefighter with fifteen (15) or more but fewer than twenty (20) full years of service, shall receive one (1) additional scheduled working day of vacation leave for each year, but not to accrue more than nine (9) days of vacation leave per year.

b. A Firefighter with more than twenty (20) full years of service, shall receive one (1) additional scheduled working day of vacation leave for each year, but not to accrue more than eleven (11) scheduled duty days of vacation leave per year.

c. Effective 7/1/14, a Firefighter with more than twenty-five (25) full years of service, shall receive one (1) additional scheduled working day of vacation leave each year, but not to accrue more than twelve (12) scheduled duty days of vacation leave per year.

Section 7. Vacation Accrual / Retirement Year

For retiring Employees only, effective the year of actual retirement, they shall be credited the full amount of vacation days due that year on January 1.

Section 8. Vacation Deferment

An Employee with twenty years (20) of service and who will be eligible for retirement benefits, as outlined in Article 25, may elect to defer a total of six (6) days of his/her vacation accumulation. He/she may elect to defer vacation days each year once attaining 20 years of service up to his/her 25th year in any amount to not exceed a cumulative balance of 6 days. This election must be presented before March 1st of each year to be granted this deferment. This shall be a ONE TIME election, and if a member chooses not to make application for the retirement benefits after 25 years of service, s/he may utilize all vacation accumulations in the following year or the deferred days may remain in such status until selected or until retirement occurs. These days are not eligible for selection outside the annual vacation selection process.

ARTICLE 12

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Grievance Procedure

Grievances or disputes which may arise, including the interpretation of this Agreement, shall be settled in the following manner:

Step I. The aggrieved shall present his grievance, in writing, to the President of the Union. The President, in turn, shall submit the same to the Fire Chief or Assistant Chief in charge of the Department and the Grievance Committee of the Union, within five (5) calendar days of receipt. The Chief or his designee shall deal with the grievance and shall render his decision, in writing, not later than the seventh (7^{th}) calendar day following the day the grievance was received.

Step II. If the decision of the Fire Chief is not satisfactory, an appeal may be lodged, in writing, to the City Administrator or designee through the Fire Chief, by the President or the Vice President of the Association, within seven (7) calendar days of the Fire Chief's decision. The City Administrator or designee and the Association's representative(s) shall meet and discuss the grievance within fifteen (15) calendar days of said appeal. The City Administrator or designee shall consider this appeal, and his recommendation for decision shall be reduced to writing and mailed to the Union, with a copy to the grievant, not later than ten (10) calendar days after meeting with the Association's representatives. The Union shall likewise, if necessary, respond, in writing, to the City Administrator or designee within ten (10) calendar days after such meeting.

Step III. No appeal may be taken for a period of seven (7) days after receipt of the decision from the City Administrator or designee. If the Union is not satisfied with said decision after the expiration of the seven (7) day period, it may then submit the grievance to arbitration pursuant to the procedures set forth in Section 2 hereof within sixty (60) days.

Section 2. Arbitration Procedure

All claims, demands, disputes, differences, controversies and misunderstandings arising under, out of or in connection with or in relation to terms and conditions of this Agreement or as to its performance, including but not limited to or by unresolved grievances under Section 1 and 2 above, shall be submitted to, and be determined by arbitration in accordance with the following procedure:

Step I. Within seven (7) calendar days after notice given by one party to this Agreement by the other, the City and the Union shall select and name one (1) neutral arbitrator who will make a final decision regarding the grievance. Either Party may exercise the option to have a panel of three (3) arbitrators hear the grievance and render a final decision. If only one Party invokes tripartite arbitrations, the Party shall pay all of the fees and expenses of the two (2) arbitrators who are chosen as City and Association arbitrators, and shall also pay one-half of the fees and expenses of the neutral arbitrator.

Step II. If, on the expiration of the seven (7)-calendar day period the parties are unable to agree upon the selection of a neutral arbitrator, the arbitrator shall be selected from a panel submitted by the American Arbitration Association in accordance with the American Arbitration Rules of Procedure. The decision of the Arbitrator shall be final and binding upon both parties and expenses of such hearing, including the cost for the list of arbitrators, shall be borne equally by both parties. The Arbitrator shall convene a hearing as soon as possible after his appointment, but not less than seven (7) days after notice to each of the parties as to the time and place of the hearing, unless operating under established agency rules such as the AAA Rules of Procedure.

Step III. The Arbitrator shall make his findings and award within thirty (30) days of the conclusion of the hearing, and shall render written findings and opinions on the issues presented, a copy of which shall be mailed to the designated representatives of each side.

Step IV. The time limits set forth herein are intended to be strictly adhered to and jurisdictional in nature. Therefore, they shall not be waived or set aside by an arbitrator, except for such good cause as he may find that constitutes a disability upon a party to adhere to these time limits. It is agreed that the time limits herein shall be strictly adhered to unless waived and extended, in writing, signed by a representative of both parties.

Section 3. Retroactivity

The adjustment of a grievance or an arbitration award will not have a retroactive effect regarding back pay for a period extending in excess of thirty (30) days prior to the initial presentation of the grievance under Step I.

ARTICLE 13

LEAVE OF ABSENCE AND SPECIAL LEAVES

Section 1. Funeral Leave

Any member of the Department who suffers the loss of either a spouse, child, father, mother, brother, sister, grandparent, grandchild, mother-in-law, father-n-law, brother-in-law, sister-in-law, step-parents, step-child, step-brother or step-sister will be allowed time off with pay from time of death to interment, providing it does not exceed four (4) calendar days.

Section 2. Union Business

The Fire Chief shall grant release time, without pay, not to exceed one (1) member at any one time, as designated by the Association, to attend Union Conventions, Seminars or other Union business.

Section 3. Negotiations

Up to three (3) members of the negotiating team shall be allowed time off without loss of pay for all meetings which shall be mutually set by the Employer and the Union.

Section 4. Maximum Leave

An Employee who is absent from his employment because of illness or injury, whether or not arising out of his employment, or because he shall have been granted leave of absence for any other reason, shall retain his status as an Employee, for a period of twelve (12) months (in addition to his accumulated sick leave in the case of an absence for non-occupational illness). His status as an Employee may be extended for further periods at the discretion of the Employer upon written notice of the Union prior to the expiration of said twelve (12) month period. Any extension shall be for a stated period and any subsequent extension must be grated prior to the expiration of such stated period and must be made upon written notice to the Union.

Section 5. Military Leave

Military leave shall be granted to members of the Department for annual military training. Personnel on annual military training shall be paid the difference between their military pay and what their Fire Department pay would have been. Military pay shall include the individual's pay plus subsistence and quarter's allowance. The individual shall submit itemized listings of the above which shall be signed by his Commanding Officer or Personnel Officer. Military pay shall be limited to one (1) summer camp period per year.

Section 6. Unpaid Personal Leaves of Absence

It is recognized that Employees may request leave from their jobs for personal reasons other than medical. The Employer shall attempt to accommodate such requests based on the merits of the leave and the best interest of the City. The Employees past record and the purpose for which the leave is requested shall be considered for granting such leave. During such leave period whereby an Employee is not paid at least two (2) weeks in any month, the accrual of vacation and sick leave shall cease and the Employee shall pay the cost of health and life insurances.

Section 7. Jury Duty Pay

A leave of absence with pay, only if on duty, shall be granted to an employee called for jury duty. The City will pay the difference between the juror's pay and the employee's regular rate of pay. An employee required to report for jury duty but then not detained by the Court shall immediately return to his regular place of employment with the City.

Section 8. Witness Duty Pay (not related to the Employees' duties as a Firefighter)

A leave of absence with pay, only if on duty, shall be granted to an Employee called as a witness to a case (wherein the Employee is not a plaintiff or a defendant in the case). The

City will pay the difference between the witness fee and the Employee's regular rate of pay. An Employee required to report for witness duty but then not detained by the Court shall immediately return to his regular place of employment with the City.

Section 9. Witness Duty Pay (related to the Employees' duties as a Firefighter)

A leave of absence with pay, if on duty, shall be granted to an Employee called as a witness to a case (wherein the Employee is not a plaintiff or a defendant in the case). Should the Employee be off duty, he shall be paid at his overtime rate for the time he is detained by the Court plus reasonable travel time. The City will pay the difference between the witness fee and the Employee's rate of pay. If on duty, an Employee required to report for witness duty but then not detained by the Court shall immediately return to his regular place of employment with the City.

Section 10. Family Medical Leave Act

Employees are entitled up to a total of twelve (12) weeks of family medical leave as provided under the Family Medical Leave Act. These leaves shall be unpaid unless the Employee elects to use accumulated vacation leave and/or accumulated sick leave, except when the Employee is receiving Workers' Compensation benefits. In such instances, the Employer may designate all or part of the Workers' Compensation indemnity benefits as leave provided by the Family Medical Leave Act.

ARTICLE 14

HOLIDAY MEAL HOURS

Firefighters on duty on Thanksgiving, Christmas, New Year's Day and Easter, shall be granted a two (2)-hour meal leave, provided that the Fire Chief deems it practical to grant the same; the time of such leave to be assigned according to seniority. Firefighters on duty on Christmas Eve shall be granted a two-hour leave to be taken between the hours of 3:00 pm and 2:00 am, provided that the Fire Chief deems it practical to grant the same; the time of such leave to be assigned according to seniority.

ARTICLE 15

CLOTHING ISSUE AND ALLOWANCE

Section 1. General Policy

The Employer shall continue to maintain the policy of purchasing and issuing any and all items of firefighting gear and other clothing to firefighting personnel. The Employer shall budget the sum of twelve thousand dollars ($12,000) in the Personal Clothing Account (345) and ten thousand dollars ($10,000) in the Department Clothing Account (346) to purchase firefighting clothing. All clothing issued to members of the Fire Department shall remain the property of the Employer. Neither the Union nor any individual shall interpret the fact that a certain sum of money is budgeted as being a sum allocated to any one person in the Department. All monies budgeted are for the good of the whole Department and no fund shall be expended for clothing unless approved by the Chief.

Firefighters leaving the employment of the Employer shall turn in all issued clothing. Whenever an individual becomes a permanent Firefighter, the Employer shall pay for one-half (1/2) the cost of the dress or Honor Guard uniform, blue blouse and blue trousers.

Section 2. Clothing Issue

The Employer shall provide each Employee of the Fire Department covered by this Agreement with the following clothing and equipment as needed, and shall replace the same when destroyed in the course of firefighting or training activities: (Note: All firefighting clothing and equipment used shall be no less than NFPA approved).

- 1 SCBA facemask with eye glass kit with storage bag
- 1 safety helmet with ear flaps, equal or superior to Cairns 1044
- 1 firefighting coat with lining
- 1 pair of bunker pants with suspenders
- 1 pair of leather Firefighting boots
- 1 Nomex hood
- 2 pairs each of gloves, equal or superior to Firecraft with Gore-Tex liner
- 1 heavy duty insulated jacket to match work uniforms and to be equal or superior to Blauer Style No. 9626
- 1 navy watch cap
- 1 uniform cap (Boston Bell type) with badge
- 1 pair of safety glasses

The Employer shall annually provide each Employee of the Fire Department covered by this Agreement with six (6) credits for the purchase of clothing and equipment set forth below. The Employer shall go out for bid prior to March 15th of each year with respect to said clothing and equipment. All such clothing and equipment shall be worn only in the performance of departmental duties and if any such clothing or equipment shall need replacement within one year, except as a result of ordinary wear and tear, it shall be replaced by the Employer:

First year Employee(s) shall receive eight (8) credits. First year Fire Prevention Employee(s) shall receive ten (10) credits.

Uniform Blauer Shirt (short and long sleeve - 100% cotton NFPA certified)	2 Credits
Uniform Trousers (100% cotton NFPA certified)	2 Credits
Tru-Spec – EMS/Tactical	1 Credit
Uniform Job Shirt	2 Credits
Uniform Shorts	1 Credit
Staff Shirt (Outer Banks #5030)	1 Credit
5.11 Response Long Sleeve Tee	½ Credit
5.11 Response Short Sleeve or equal	½ Credit
Baseball Cap	½ Credit
Leather Work Gloves	½ Credit

All clothing items listed above with the exception of the discontinued items will interchangeable, current employee stock of previously issued clothing shall be in accord with the dress code until June 30, 2016

*July 1, 2016 Tru-Spec EMS-Tactical will require 1.5 credits

The above items may be substituted for "equal to or better than" by mutual agreement.

Section 3. Personal Clothing Damaged

The Employer should reimburse each member covered by this Agreement for the reasonable value of the loss of or damage to his personal shirt, trousers, sport coat or suit coat while responding to a multiple alarm from an off-duty status in cases where the Fire Chief determines that such items are no longer serviceable. In his discretion, the Fire Chief may require that the items be turned into the Department for disposal.

Section 4. Clothing Allowance

In addition to the above, Employees shall receive an annual clothing stipend of $600, effective July 1, 2014, payable on January 1st each year to cover the purchase of incidental items (i.e., footwear, belts, non-issued personal safety equipment). Receipts for those items will be accepted for tax deferral purposes until November 1st.

ARTICLE 16

SAVINGS CLAUSE

If any portion of this Agreement is judicially determined to be in conflict with the City Charter, State Statute or Federal Law, such invalidity shall not affect the remaining valid provisions. If any code or ordinance of the City is contrary to any specific provision of this contract, the Employer shall take all necessary action to change said code or ordinance.

ARTICLE 17

BULLETIN BOARDS AND USE OF FIRE HOUSES

Section 1. Bulletin Boards

The Union shall have the right to maintain one (1) bulletin board in each fire house to post notices concerning Union business and activities.

Section 2. Use of Fire Station

The Fire Chief shall allow regular monthly Union meetings at the Central Fire Station. Other meetings of this nature may be granted by the Fire Chief when they will not interfere with Department operations. Sub-station personnel shall not be permitted to

leave their station to attend, except as may be requested and approved by the Chief or designee. The Chief shall allow a designated area as Union office space.

ARTICLE 18

LABOR MANAGEMENT & SAFETY COMMITTEE

In the interest of sound relations, a joint committee of six (6) member, half (1/2) of whom shall be from "Management" and half (1/2) of whom shall be from the "Union", will convene from time to time, but not less than one (1) every ninety (90) days for the purpose of discussing subjects of mutual concern. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems including, but not limited to, workplace health and safety.

During the term of this contract the committee will work cooperatively to explore alternative means to increase daily staffing.

ARTICLE 19

WORK STOPPAGE & DISCIPLINARY ACTION

Section 1. No Strikes

The Association agrees that Fire Department Employees, who are subject to the terms of this Agreement, shall have no right to engage in any work stoppage, slowdown, or strike, in consideration of the right to a resolution of disputed questions.

Section 2. Line of Authority

All Department matters shall be taken up and administered through Fire Department channels. Any communication, oral or written, directed by the Association or any member of the Department to any official, board or commission or the City of Lewiston, concerning matters within the Fire Department, shall be channeled through the Chief.

Section 3. Discipline

A. Oral reprimand with Platoon Representative or President of Local present, if requested. Any documented oral reprimand inserted in the Employee's personnel file shall be removed, upon request, after a one (1)-year period.

B. Written reprimand – Copy to Union President. Any written reprimand inserted in the Employee's personnel file shall be removed, upon request, after a two (2)-year period.

C. Probation (notice to be given in writing – copy to Union President).

D. Suspension (notice to be given in writing – copy to Union President).

E. Discharge (notice to be given in writing – copy to Union President).

Disciplinary action may be imposed upon an Employee only for failing to fulfill his/her responsibilities as an Employee that is, violating any Rule, Regulation or Order. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand an Employee, it shall be done in a manner that will not embarrass the employee before other Employees or the public.

Suspension, probation and/or discharge will be governed according to Fire Department Rules and Regulations. Such suspension, probation and/or discharge may be processed as a grievance through the regular grievance procedure.

Any disciplinary action occurring as a result of a violation of a Federal or State Law, Federal or State Rule or Federal or State Regulation, any and all records of discipline shall be permanently placed in the Employee's personnel file and shall not be removed.

Section 4. Sick Leave Discipline

APPLICABLE ONLY IN CASES WHERE SICK LEAVE ABUSE HAS BEEN IDENTIFIED BY THE CHIEF (Family Medical Leave use shall not be the basis or considered as an indication of sick leave abuse):

The Chief shall have authority to implement and effect punitive and/or disciplinary action when he/she determines sick leave use by an employee is abusive. Neither punitive action nor disciplinary action based solely on the abuse of sick leave shall be subject to the grievance process by the employee or the union, except for instances involving punitive and/or disciplinary action in excess of 2 (two) duty days of suspension and/or discharge of employment.

When the Chief determines that discipline is warranted, the principles of "progressive discipline" will be in order recognizing that the gravity and severity of the sick leave abuse may influence what discipline is issued.

The following non-grievable disciplinary actions shall be available to the Chief:

A. Written reprimand – Copy to Union President. Any written reprimand inserted in the Employee's personnel file shall be removed, upon request, after a two (2)-year period.

B. Suspension up to 2 (two) duty days (notice to be given in writing – copy to Union President).

If the Employer has reason to discipline an Employee, it shall be done in a manner that will not embarrass the employee before other Employees or the public.

Any disciplinary action occurring as a result of a violation of a Federal or State Law, Federal or State Rule or Federal or State Regulation, any and all records of discipline shall be permanently placed in the Employee's personnel file and shall not be removed.

Section 5. Disciplinary Reinstatement

Any Employee found to be unjustly suspended or discharged shall be reinstated with full or partial compensation for lost time and with full restoration of all other rights and conditions of employment.

ARTICLE 20

PROBATIONARY EMPLOYEES

Section 1. New Employees

(a) The Employer will develop and issue a training policy for new Employees utilizing the NFPA standard 1001 for professional firefighter qualifications. Other acceptable practices, as determined by the Fire Chief, may be used in developing or amending said policy.

(b) No spare Firefighter will be used for replacement until they have completed the department's training program.

(c) A new Employee shall be certified to be a permanent member of the Fire Department by the City Administrator or designee after serving a probationary period, which shall normally be one (1) year in duration.

Section 2. Promoted Employees

All employees promoted to a higher paying position shall serve on a probationary basis for the first twelve (12) months. During such period, an Employee not satisfactorily completing his probationary period shall be returned to the position he previously held.

ARTICLE 21

TRADING TIME

Section 1.

The Employer shall continue the practice of permitting Employees to substitute for one another on regularly scheduled tours of duty (or for some part thereof) in order to permit an Employee to absent himself from work to attend to purely personal pursuits.

Section 2.

The trading of time shall have no effect on hours of work for overtime purposes if the following criteria are met:

(a) The trading of time is done voluntarily by the employees participating in the program and not at the behest of the Employer.

(b) The reason for trading to time is due, not to the Employer's operations, but to the Employee's desire or need to attend to personal matters.

(c) A record is maintained by the Employer of all time traded by its Employees.

(d) The period during which time is traded and paid back does not exceed twelve (12) months.

Section 3.

The trading of time shall ordinarily be limited to firefighting personnel of equal rank and with comparable training and experience on the equipment to be operated and shall be at the discretion of and with prior approval of the Chief, Assistant Chief or Battalion Chief, which approval shall not be unreasonably withheld. For the purpose of this Article, equal rank shall mean: Private for Private, Lieutenant for Lieutenant, and Captain for Captain. An acting officer shall not be authorized to trade time with a regular officer unless the time is to be repaid within the time the acting officer is to hold that position.

Section 4.

No such trading of time shall be permitted for gainful employment or other employment outside of the Department; provided that an Employee whose loaned time off if being repaid may perform such work as he usually performs when not on duty for the Department.

ARTICLE 22
SENIORITY LIST

The Department's Seniority List shall be posted during the third week in January and anyone objecting to his/her status on said list shall, by written communication, within ten (10) days after such posting, submit his/her objections and all substantiating data.

ARTICLE 23

DUTIES OF EMPLOYEES

Section 1.

The primary duties of the members of the Lewiston Fire Department shall be the prevention, control and extinguishment of fires and salvage operations.

Section 2.

The members of the Lewiston Fire Department shall perform such additional duties as may be prescribed from time to time, but for the duration of this contract, Employees will not be required to paint (although they may do so by mutual agreement). Nothing contained herein shall require Fire Department employees to perform major repair work.

Section 3.

No change in past practices or work conditions will be ordered until and unless the Union is consulted and their opinion is considered. No change in existing rules and regulations will be made until and unless the Union has consulted and their opinion is considered.

ARTICLE 24

SNOW SHOVELING

The City of Lewiston shall continue to give first priority to plowing the Central Fire Station, and the men shall perform necessary hand shoveling.

The Fire Department shall provide for snow plowing for the other stations and the men at these stations shall perform necessary hand shoveling.

Nothing is this Article shall prevent the Chief from directing the men to perform additional shoveling when a failure to do so might seriously jeopardize the safety of the public.

ARTICLE 25

PENSIONS, IN SERVICE PROGRAM & REINSTATEMENTS

Section 1.

It is a condition of employment that Employees entering the City's service enroll into MePERS, except those Employees required to participate in the U.S. Social Security System.

Section 2.

All Firefighters who were in the employ of the Lewiston Fire Department before July 31, 1982 and who are members of MePERS shall be entitled to retire after having completed

twenty-four (24) years of service with the Lewiston Fire Department and they shall receive a retirement benefit of one-half (1/2) their average final compensation with COLA. Employees hired on or after July 31, 1982, shall be entitled to such retirement benefits only after twenty-five (25) years of service and they shall receive a retirement benefit of one-half (1/2) their average final compensation with COLA.

Section 3. Notice of Intent to Retire

A $750.00 payment shall be made to the employee at the time of retirement providing a 90 day written notice of intent is submitted to the attention of the Chief by the employee.

Section 4. In-Service Retirement Program

Effective upon signing of contract, the following conditions must be met for an employee to be eligible for the In-Service Retirement Program (the "Program):

(a) Employee must have a minimum of 25 years of MePERS service to be eligible for the Program;

(b) Employee will agree to retire during his/her eligibility period, collect his/her MePERS retirement benefit, receive payments in accordance with the Collective Bargaining Agreement as a normal retiree, be immediately rehired, and agree to fully and finally separate from the Lewiston Fire Department no later than the date on which the employee reaches 30 years of service.

(All application filings shall be considered by the City as the official notice of retirement and enrollment into the Program and shall not be rescinded by the City, nor rescinded by the employee.

(d) Employee shall be required to serve a minimum of 12 consecutive months during period of Program employment.

(e) Employee's failure to satisfy the minimum 12 consecutive months of employment requirement shall permit the Employer to recover all benefits
that exceed the Employee's period of employment on a pro-rated basis.

(f) Other Program conditions+

• Shall be paid at 85% the regular hourly rate of pay.

• Shall retain seniority.

• Shall no longer be MePERS eligible during the Program period.

• Shall be provided a 457K deferred compensation program, and City shall match on a weekly basis the Employee's contribution, not to exceed 6% of earnable compensation and limited by the maximum contribution allowed by law (i.e., should the combination of the employees contribution and the match provided by the City exceed the maximum

annual contribution, the City's match shall be reduced to cap the total at the maximum annual contribution).

• Subject to fulfilling the 12 month employment requirement the employee shall immediately receive any balance of sick leave at retirement prior to the In Service Program that is not compensated and/or is in excess of the 720 hours of uncompensated sick leave applied in accordance with MPERS. Unused/unpaid sick time will be available to the employee during the In-service retirement program, remaining balances at conclusion of In-Service Retirement program will be lost. Any remaining accrued vacation balance will be compensated.

Example Employee has 1600 hours of sick leave prior to In service program 800 hours compensated to Employee according to CBA 800 hours remaining uncompensated 720 hours reported to MPERS 80 hours sick balance carried forward* (Example for illustrative purposes only)

• Parties shall comply with collective bargaining agreement provisions for use and accrual of sick time and vacation time

• Exception for those Employees who have exceeded the MePERS 25th anniversary at the date of contract signing. Such employees shall have 120 days from the signing of this contract to enroll into the Program for the full five year period. If an employee fails to enter into the program within this120 day period, the Employees may be enrolled into the Program until the Employee reaches 30 years of service. Subject to meeting the minimum one-year period required for program eligibility.

• All application filings shall be considered by the City as the official notice of retirement and enrollment into the Program and shall not be rescinded by the City, nor rescinded by the employee.

Section 5. Reinstatement

If a firefighter who is the recipient of a disability retirement benefit decides that he/she is no longer incapacitated and is able to perform the duties of that person's employment position, the City shall reinstate the firefighter to the first available position for which he/she is qualified and which is consistent with the firefighter's prior work experiences consistent with his/her seniority level at the time of the disability.

ARTICLE 26

RESIDENCY

Firefighters of the Lewiston Fire Department shall be permitted to reside in any location within fifteen (15) miles beyond the city limits. (See Exhibit C). This provision shall only apply to Employees hired after January 1, 1992.

ARTICLE 27

VACANCIES AND PROMOTIONS

When the City determines that a permanent vacancy exists, it shall initiate its processes for selecting a replacement and shall make a good faith effort to fill the vacancy with a qualified person within thirty (30) days after the vacancy actually occurred.

ARTICLE 28

DISCRIMINATION

The Employer and the Union agree that neither of them shall discriminate against any Employee on any basis prohibited by State or Federal Law.

ARTICLE 29

RULES AND REGULATIONS

The Union agrees that its members shall comply in full with Fire Department Rules and Regulations, as amended from time to time, including those relating to conduct and work performance.

ARTICLE 30

SUPPLEMENTAL AGREEMENT

This Agreement may be amended provided that both parties concur. Supplemental Agreements may be completed through negotiations at any time during the life of the Agreement, provided that both parties agree to enter into negotiations in writing. If both parties agree to enter into negotiations, negotiate and agree, the supplemental written Agreement shall become part of this Agreement.

ARTICLE 31

TERM OF THE AGREEMENT

This Agreement shall be effective from July 1, 2017 and shall remain in full force and effect through the end of the last pay period of June 30, 2019, or until a new Collective Agreement is signed, whichever is later, provided however, that this Agreement shall be

subject to such change and modification as may be mutually agreed upon by the parties in accordance with the terms of Article 30.

ARTICLE 32

FIREFIGHTERS SUBPOENAED

On-duty Firefighters subpoenaed by an arbitrator to testify in an arbitration proceeding shall suffer no loss of pay for time spent in so testifying or reporting to testify only.

ARTICLE 33

PERSONNEL POLICIES

The Personnel Policies of the City of Lewiston as heretofore adopted and as they may hereafter be amended (unless the amendment alters an established working condition which may necessitate negotiations) are hereby adopted except to the extent that they conflict with any provisions herein set forth, excluding the policy entitled "Outside or Non-Duty Employment".

ARTICLE 34

MANAGEMENT RIGHTS

Subject to the limitations in the provisions of this Agreement, the Employer retains the exclusive right to manage its operations including, but not limited to, the right to determine the methods and needs by which its operations are to be carried on, to assign and direct the workforce and to make changes in existing practices and policies in all matters not specifically provided for in this Agreement. Provided, however, that procedures, benefits and practices existing on the effective date of this Agreement shall be maintained and shall not in any way be adversely affected by this clause.

ARTICLE 35

LAY OFF

Section 1.

Layoffs shall be in inverse order of length of service within the Department. No Employee shall be laid off except upon written notice from the Fire Chief giving not less than two (2) weeks' notice before the effective date of the layoff, or a combination of days' notice and pay, or two (2) weeks' pay with immediate notification. Such notice of layoff shall include an outline of the service cuts caused by the reductions, impacts upon the department and the citizens of the city. Any such notice of firefighter layoffs shall be provided in writing addressed and delivered to the Union. If requested by the Union in writing, it shall meet and confer with the City to discuss such actions. If the Union provides a written response following such discussion, the Employer shall respond to any proposals submitted by the Union.

Section 2.

Laid off Employees shall have the right to a recall by order of seniority. The President of the Union will be notified in advance of any recall following a layoff.

ARTICLE 36

GENDER

If applicable, whenever a male gender is used in this Agreement, it shall be construed to include male and female employees.

ARTICLE 37

TRANSFERS, JOB POSTINGS AND BIDDING

Section 1. Vacancies

When a permanent vacancy occurs in a Firefighter position, transfers will be governed by the provisions of the Article. As used in this Article, a "vacancy" shall mean a position not occupied due to death, retirement, transfer, resignation or dismissal, etc. of an incumbent or an unfilled, newly created position.

Section 2. Posting

When a vacancy occurs, it shall be posted as soon as possible on all station bulletin boards for a minimum of 14-days. The posting will include the order of bidding*, the vacancies to be created as a result of the original vacancy (i.e., a vacancy in Senior Privates will cause vacancies in Junior Privates and K-Privates). The posting will also include a bidding day scheduled within seven (7)-days after the above mentioned fourteen (14)-day posting period. The Department will make a reasonable effort to notify Employees who are on vacation or sick leave of the scheduled bidding.

*Bidding for positions shall be in the order of vacancy created, i.e., effective retirement date, promotion, etc. In the event of a tie, the bidding shall be according to the incumbent's Departmental seniority.

Section 3. Bidding

On bidding day, all members within a rank will be allowed to bid on vacancies, except as noted at the end of this Section. All bids will be awarded to the member having the most seniority in that rank. After these bids are awarded, an equal number of vacancies will be created. Each member will be allowed to bid on these, and so on for a total of 3-bids in each position. The fourth such vacancy will be filled by the member having the least seniority in that rank. If there is no employee submitting a bid for any of the above vacancies, the Chief shall assign the employee with the least seniority in that rank to the vacant position.

All bidding to fill a vacancy, as well as the resulting vacancies, whether known or unknown at the time of the notice, will take place at the same time. Bids will only be accepted, in writing, prior to bidding to the Chief or designee. When a vacancy involves a promotion to Lieutenant or Captain, the newly promoted member will be transferred to any position not bid by others already in that rank, or the fourth vacancy. The bidding process will not be held up by the promotional process.

NOTE: A successful bidder may not re-bid for one (1)- year from the date of his transfer.

Section 4. Seniority

Transfers under this Article shall be rank for rank and seniority there under is defined as time in rank.

Section 5. Mutual Transfers

Members of the same rank may request, in writing, a transfer by mutual agreement stating all parties involved. These transfers will be allowed, provided all parties involved, including the respective Officer and the Chief, are in accord.

Mutual transfers will not be allowed if one of the members will be leaving the Department within 1-year. If a member retires or resigns within 1-year after a mutual transfer, the other members involved will be re-assigned to their original positions. Also, mutual transfers will not be allowed if one of the members in the proposed transfer was a successful bidder at his present position within the past year.

Section 6. Program Overview

Notwithstanding any of the above, the Chief retains the exclusive right as Chief Executive Officer to finalize all assignments.

Section 7. Transfers from Assignment

Transfers from assignments shall have a minimum notice of one complete work cycle before the effective date of transfer.

ARTICLE 38
CONSOLIDATION

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger annexation, transfer or assignment hereto, or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 39
FIRE SERVICE JOINT LABOR MANAGEMENT WELLNESS-FITNESS INITIATIVE

Committee Membership: Chief, Assistant Chief, Physician, Certified Health and Fitness Coordinator, Local 785 President, Vice President, two (2) additional positions selected by the Local.

GOALS/PROGRAM: To administer the Fire Service Joint Labor Management Wellness-Fitness Initiative (2000 edition): The extent of this program will be implemented as mutually agreed upon. The following two (2) core items are mutually agreed upon- the program is mandatory, and is non-punitive (these two (2) items are not subject to committee approval). All other items of the program will be tailored for the needs of the Lewiston Fire Department, and the individual needs. All equipment will be provided by, and maintained by the City. Individual program objectives are non-punitive.

ARTICLE 40
EMERGENCY MEDICAL SERVICE (EMS) AUTHORIZTION

In the contract that expired on December 31, 2002 the parties agreed to explore the potential to implement a new emergency medical services division within the department. Specifically, the parties agreed:

> "The goal of the parties is to develop a plan to increase the manpower, both per shift and total manpower, and to further standardize the retirement for all personnel to a 25-year, no age limit retirement in the next contract. This will be accomplished by implementing a new Emergency Medical Service (EMS) in the new contract, which will include a transporting EMS Division within the Department. The plan will protect all suppression Employees in that they shall not be required to participate in EMS. Both parties understand that this endeavor is a significant undertaking for all and realize that there are numerous details that will need to be addressed. However, it is recognized that such endeavor will not only improve the quality of life for the existing members of the Union, but be a significant improvement in the quality of life for citizens of the City of Lewiston."

Since the signing of that contract and the signing of this contract, the parties have agreed the potential to improve the health and safety for all citizens and managers alike; can easily be obtained with little or no impact on the property tax payers. However, the parties further understand the community; through their elected leadership will need time to reach the same conclusion. Hence, the language with this section is designed to be mandatory for the parties if the EMS is implemented. However, the decision of whether or not to implement and continue with an EMS system is an exclusive decision of the City's.

In addition, the parties agree that this contact generally and the corresponding changes in this section more specifically, attempts to provide specifics around the changes related to the introduction of EMS into the workplace. At the same time, there is no way to fully anticipate all of the changes and the impacts of the changes. Hence, the following guidelines shall be used by all parties to dictate a course of action where any disputes, misunderstandings, or uncertainties may exist:

1. It is the intent of the parties to insure existing suppression members (hired prior to July 1, 2003) will not be adversely impacted because of the changes or be required to participate in EMS. The parties recognize the existing procedures and policies regarding EMS response by these members effective on November 1, 2003. This language is meant to provide protection for all of the subjects for mandatory bargaining, but not intended to protect Employees from daily inconveniences, i.e. radio traffic of EMS operations.

2. The parties agree that Employees hired after July 1, 2003 shall always be responsible to maintain their required EMS licenses as a condition of hire. Further, such Employees may be required to fulfill any EMS demand, subject to the restrictions of this contract. However, the parties also agree that changing of the existing fire suppression vehicles to a fire-based EMS system has not been negotiated. Even if the entire apparatus is staffed by such Employees, it does not change the status of that vehicle to a fire-based EMS vehicle.

3. The City shall declare a date of "official implementation" of EMS services. That date shall correspond to the first week of operations of the EMS division, as identified by a fully staffed EMS vehicle being available for service, i.e. not to include the period the Employees are working the training/orientation period.

4. The parties agree to allow a year (twelve months) implementation period, beginning on the date of official implementation, where the parties will work through a Labor/Management implementation team to address issues. During this time, changes in plan implementation will likely be necessary. This period will be used to work out the details and cannot be used as precedent by either party. However, under no circumstances can this principle be used to change any item that has been specifically agreed to in this contract with clear and concise language, or to change any existing past practice as it relates to fire suppression operations.

5. During the implementation period, should the Union feel that any proposed changes to accommodate EMS is a violation of the contract and/or past practices, they shall notify the Fire Chief as soon as practical that a concern is known. The parties agree to set aside the period required for formally filing the grievance as outlined in Article 12, Step 1, until thirty (30) days after the completion of the implementation period. At any time, up to that date, any concern that has been raised may be formalized as a grievance by filing of said grievance, consistent with the procedure outlined in Article 12.

6. A number of policies, directives and standard operating procedures will need to be established and implemented in order to assure the effective operation of the EMS Division. These shall be established during the implementation period (Article 40, Section 3).
   Each subsection below has already been agreed to by the parties:

   a. Stipends: for all members that either acquired an applicable EMS license by September 1 of the current year or previously held and maintained said license for the entire year, will receive annual stipends. The applicable EMS licenses and stipend levels are found below. The stipends will be paid, regardless of the frequency of use by said employee. Such stipends will be paid on or about December 1 of each year.

Basic EMT	$100
Intermediate EMT	$200
Critical Care EMT	$300
Paramedic	$600

   b. The City shall be able to pay an additional one time bonus, at the time of hiring, to any new Employee that is a licensed EMT-Paramedic (EMT-P) at the time of hiring. That bonus shall be paid as follows:

      25% at the conclusion of the first (1st) month of employment, 25% at the conclusion of the fourth (4th) month of employment, the remaining fifty percent (50%) at the conclusion of first (1st) year of employment.

      The bonus shall be established by the City annually, based in part, on the needs of the City, the employment market, the current and anticipated staff levels, and any other factor(s) deemed appropriate.

   c. EMS Officer: Each platoon will have a permanently assigned EMS officer (three (3) for the entire Department). The individuals in this role shall hold an EMT-P license. The position will be paid on the same pay scale as a lieutenant.

      During absences of the EMS officer, the Senior Paramedic eligible, as designated by the Chief, shall be the acting working supervisor for the shift. That member will receive the entry-level pay for a supervisor for that shift, but under no circumstance receive less than five percent (5%) more than his normal hourly wage. To the degree that this language is inconsistent with Article 6, Section 2 of this contract, then this language shall supersede, but only for the compensation of the acting EMS Officer.

   d. The selection of the EMS Officer shall be handled according to the Civil Service process, so long as it exists. However, for the maiden selection process, the parties have agreed to waive this process. Instead, current members at the time of posting, shall be given priority assignment, if

deemed qualified by the Fire Chief. If enough current members are not deemed qualified, then the assignments shall be established by a process deemed appropriate by the Fire Chief.

e. Wages: All Employees that are assigned to any EMS Division shift shall receive additional compensation for the hours worked, beyond their respective pay, as outlined below. Only those Employees that work an entire shift in the EMS division, held over, or called back, shall receive the additional compensation. "R personnel are entitled to additional compensation.

EMT-P	5% higher
All other EMT licenses	3% higher
Non-licensed Employees	1.5% higher

ARTICLE 41
EMERGENCY MEDICAL TRAINING

Section 1.

The City remains committed to working with LFA to develop an EMR services proposal for the City subject to further negotiations with the LFA and United Ambulance Services. Effective on the date of implementation and response all wage steps in Exhibit D will also be subject to further negotiations

Training:
All Association members not previously certified in a Maine EMS field will be provided by the employer with basic EMR (Emergency Medical Responder) education and certification. All costs for such education and licensure shall be at the employer's expense. Any training of off duty personnel shall be at overtime rates. All necessary continuing education for all employees to maintain standards shall be provided on duty by the employer in accordance with the aforementioned training and compensation requirements. Training shall be conducted in accordance with the requirements of Article 9 Section 4 and shall not occur during nights and weekends.

The parties hereto have set their hands at Lewiston, Maine this _____12th____ day of _____May_____, 2020.

CITY OF LEWISTON

By: _____
Edward A. Barrett
City Administrator

LEWISTON FIREFIGHTERS' ASSOCIATION, LOCAL #785

By: _____
Richard O. Caiffer
President

By: _____
Robert Gayton
Vice-President

By: _____
Christopher Fournier
Secretary

EXHIBIT A

Firefighters' K-Day Schedule System:

1. Each apparatus will have a K-person assigned to it.

(a) Each Firefighter on each apparatus will be assigned a number from 1 to 4. (A,B,C)

Example

E-5	**E-7**	**L-1**
0-3	0-2	0-1
S-4	S-3	S-2
J-1	J-4	J-3
K-2	K-1	K-4
		K2-1a, 2b, 3c

E-3	**E-4**
0-3	0-4
S-4	S-1
J-1	J-2
K-2	K-3

(b) There shall be four (4)-Captains, with one (1)-Captain assigned to each platoon, with the K-days 1a, 2b and 3c. The 4th Captain shall work a one "(1) on and three (3)-off" schedule on 1a, 2b and 3c. The 4th K2 shall work a one "(1) on and three (3)-off" schedule on 1a, 2b and 3c.
(c) **4 Junior K personnel will be assigned to K2 position.
(d) Firefighter/Paramedic/EMT K-Day Schedule System:

1. Each Firefighter/Paramedic/EMT will be assigned a number from 1 to 4 (A,B,C)
   Example

EMS Officer/FF/Paramedic	FF/Paramedic	1(A, B, C)
FF/Paramedic	FF/EMT	2(A, B, C)
FF/Paramedic	FF/EMT	3(A, B, C)
FF/Paramedic	FF/EMT	4(A, B, C)

2. The number of assignments to be posted by the Fire Chief for the first pay period:
   3 Platoons (A, B, C)
   24-hour duty days
   Consecutive rotating shifts
   Consecutive rotating K-days by K-day numbers
   Tour of duty on 12-week cycle
   Total number of hours per tour – 504 hours
   Average hours per week: 504 divided by 12 = 42 hours

EXHIBIT B

	TRUCK 1	TRUCK 2	TRUCK 3
1A	1K	3	5
	2	4	6K
	7		8
1B	1K	3	5
	2	4	6K
	7		8
1C	1K	3	5
	2	4	6K
	7		8
2A	1	3	5K
	2K	4	6
	7		8
2B	1	3	5K
	2K	4	6
	7		8
2C	1	3	5K
	2K	4	6
	7		8
3A	1	3K	5
	2	4	6
	7K	8	
3B	1	3K	5
	2	4	6
	7K	8	
3C	1	3K	5
	2	4	6
	7K	8	
4A	1	3	5
	2	4K	6
		7	8K
4B	1	3	5
	2	4K	6
		7	8K
4C	1	3	5
	2	4K	6
		7	8K

EXHIBIT C

TOWN	COUNTY	TOWN	COUNTY
Auburn	Androscoggin	Manchester	Kennebec
Bath	Sagadahoc	Mechanic Falls	Androscoggin
Bowdoin	Sagadahoc	Minot	Androscoggin
Bowdoinham	Sagadahoc	Monmouth	Kennebec
Brunswick	Cumberland	New Gloucester	Cumberland
Buckfield	Oxford	North Yarmouth	Cumberland
Casco	Cumberland	Otisfield	Oxford
Cumberland	Cumberland	Oxford	Oxford
Durham	Androscoggin	Paris	Oxford
Farmingdale	Kennebec	Poland	Androscoggin
Freeport	Cumberland	Raymond	Cumberland
Gardiner	Kennebec	Pownal	Cumberland
Gray	Cumberland	Richmond	Sagadahoc
Greene	Androscoggin	Sabattus	Androscoggin
Harpswell	Cumberland	Sumner	Oxford
Hartford	Oxford	Topsham	Sagadahoc
Hebron	Oxford	Turner	Androscoggin
Leeds	Androscoggin	Wales	Androscoggin
Lisbon	Androscoggin	Wayne	Kennebec
Litchfield	Kennebec	West Gardiner	Kennebec
Livermore	Androscoggin	Windham	Cumberland
Winthrop	Kennebec	Livermore Falls	Androscoggin
Yarmouth	Cumberland		

EXHIBIT D

FIREFIGHTER WAGE & STEP SCHEDULE

FY2020				FY2021			
FFTR STEPS	**7/1/2019 2.5%**	**FFTR STEPS**	**1/1/2020 0.5%**	**FFTR STEPS**	**7/1/2020 2.5%**	**FFTR STEPS**	**1/1/2021 0.5%**
1	17.87	1	17.96	1	18.41	1	18.50
2	18.11	2	18.20	2	18.66	2	18.75
3	18.40	3	18.49	3	18.95	3	19.04
4	19.27	4	19.37	4	19.85	4	19.95
5	20.23	5	20.33	5	20.84	5	20.94
6	20.81	6	20.91	6	21.43	6	21.54
7	21.40	7	21.51	7	22.05	7	22.16
8	22.03	8	22.14	8	22.69	8	22.80
9	22.67	9	22.78	9	23.35	9	23.47
10	23.37	10	23.49	10	24.08	10	24.20

11	24.04	11	24.16	11	24.76	11	24.88
12	24.71	12	24.83	12	25.45	12	25.58
13	25.46	13	25.59	13	26.23	13	26.36
14	26.22	14	26.35	14	27.01	14	27.15
15	27.01	15	27.15	15	27.83	15	27.97
16	28.11	16	28.25	16	28.96	16	29.10
17	28.75	17	28.89	17	29.61	17	29.76
18	29.39	18	29.54	18	30.28	18	30.43

INSPECTOR WAGE & STEP SCHEDULE

FY2020				FY2021			
INSP STEPS	**7/1/2019 2.5%**	**INSP STEPS**	**1/1/2020 0.5%**	**INSP STEPS**	**7/1/2020 2.5%**	**INSP STEPS**	**1/1/2021 0.5%**
1	20.76	1	20.86	1	21.38	1	21.49
2	21.36	2	21.47	2	22.01	2	22.12
3	21.98	3	22.09	3	22.64	3	22.75
4	22.62	4	22.73	4	23.30	4	23.42
5	23.31	5	23.43	5	24.02	5	24.14
6	23.96	6	24.08	6	24.68	6	24.80
7	24.66	7	24.78	7	25.40	7	25.53
8	25.41	8	25.54	8	26.18	8	26.31
9	26.14	9	26.27	9	26.93	9	27.06
10	26.93	10	27.06	10	27.74	10	27.88
11	28.02	11	28.16	11	28.86	11	29.00
12	28.66	12	28.80	12	29.52	12	29.67
15	29.28	15	29.43	15	30.17	15	30.32

LT WAGE & STEP SCHEDULE

FY2020				FY2021			
LT STEPS	**7/1/2019 2.5%**	**LT STEPS**	**1/1/2020 0.5%**	**LT STEPS**	**7/1/2020 2.5%**	**LT STEPS**	**1/1/2021 0.5%**
Lt 1	30.42	Lt 1	30.57	Lt 1	31.33	Lt 1	31.49
Lt 2	30.94	Lt 2	31.09	Lt 2	31.87	Lt 2	32.03
Lt 3	31.16	Lt 3	31.32	Lt 3	32.10	Lt 3	32.26
Lt 4	31.84	Lt 4	32.00	Lt 4	32.80	Lt 4	32.96

CAPT WAGE & STEP SCHEDULE

FY2020				FY2021			
CAPT	**7/1/2019**	**CAPT**	**1/1/2020**	**CAPT**	**7/1/2020**	**CAPT**	**1/1/2021**

STEPS	2.5%	STEPS	0.5%	STEPS	2.5%	STEPS	0.5%
Cpt 1	37.24	Cpt 1	37.43	Cpt 1	38.37	Cpt 1	38.56
Cpt 2	38.04	Cpt 2	38.23	Cpt 2	39.19	Cpt 2	39.39
Cpt 3	38.88	Cpt 3	39.07	Cpt 3	40.05	Cpt 3	40.25

FIREFIGHTER WAGE & STEP SCHEDULE

FY2021		FY2022			
FFTR STEPS	**1/1/2021 0.5%**	**FFTR STEPS**	**7/1/2021 2.5%**	**FFTR STEPS**	**1/1/2022 0.5%**
1	18.50	1	18.96	1	19.05
2	18.75	2	19.22	2	19.32
3	19.04	3	19.52	3	19.62
4	19.95	4	20.45	4	20.55
5	20.94	5	21.46	5	21.57
6	21.54	6	22.08	6	22.19
7	22.16	7	22.71	7	22.82
8	22.80	8	23.37	8	23.49
9	23.47	9	24.06	9	24.18
10	24.20	10	24.81	10	24.93
11	24.88	11	25.50	11	25.63
12	25.58	12	26.22	12	26.35
13	26.36	13	27.02	13	27.16
14	27.15	14	27.83	14	27.97
15	27.97	15	28.67	15	28.81
16	29.10	16	29.83	16	29.98
17	29.76	17	30.50	17	30.65
18	30.43	18	31.19	18	31.35

INSPECTOR WAGE & STEP SCHEDULE

FY2021		FY2022			
INSP STEPS	**1/1/2021 0.5%**	**INSP STEPS**	**7/1/2021 2.5%**	**INSP STEPS**	**1/1/2022 0.5%**
1	21.49	1	22.03	1	22.14
2	22.12	2	22.67	2	22.78
3	22.75	3	23.32	3	23.44
4	23.42	4	24.01	4	24.13
5	24.14	5	24.74	5	24.86
6	24.80	6	25.42	6	25.55
7	25.53	7	26.17	7	26.30
8	26.31	8	26.97	8	27.10
9	27.06	9	27.74	9	27.88

10	27.88	10	28.58	10	28.72
11	29.00	11	29.73	11	29.88
12	29.67	12	30.41	12	30.56
15	30.32	15	31.08	15	31.24

LT WAGE & STEP SCHEDULE

FY2021		FY2022			
LT STEPS	**1/1/2021 0.5%**	**LT STEPS**	**7/1/2021 2.5%**	**LT STEPS**	**1/1/2022 0.5%**
Lt 1	31.49	Lt 1	32.28	Lt 1	32.44
Lt 2	32.03	Lt 2	32.83	Lt 2	32.99
Lt 3	32.26	Lt 3	33.07	Lt 3	33.24
Lt 4	32.96	Lt 4	33.78	Lt 4	33.95

CAPT WAGE & STEP SCHEDULE

FY2021		FY2022			
CAPT STEPS	**1/1/2021 0.5%**	**CAPT STEPS**	**7/1/2021 2.5%**	**CAPT STEPS**	**1/1/2022 0.5%**
Cpt 1	38.56	Cpt 1	39.52	Cpt 1	39.72
Cpt 2	39.39	Cpt 2	40.37	Cpt 2	40.57
Cpt 3	40.25	Cpt 3	41.26	Cpt 3	41.47

Exhibit E

Health Insurance Proposal

Introducing City of Lewiston Wellness & Health Care Management System

by

Focusing on Prevention

Health Insurance Addition:

As of the date of the signing of this contract, the parties agree that there has been success with the 'Fire Service Joint Labor Management Wellness-Fitness Initiative' as outlined in Article 39. The parties recognize that the "Fire Service Joint Labor Management Wellness-Fitness Initiative was in fact the forerunner to the City of Lewiston's Health Care Management System.

The City of Lewiston is interested in providing a stable environment for the Employee. Part of this philosophy is echoed in benefit programs such as health insurance. In an effort to curtail rising health insurance costs for both the Employer and Employee, they have developed the Health Care Management System. The same tenets of this System are echoed in the Fire Service Joint Labor Management Wellness-Fitness Initiative; it shall maintain the same philosophy, a healthy Employee and provide reasonably affordable benefits in an arena of mutual cooperation.

All members who participate in the Fire Service Joint Labor Management Wellness-Fitness Initiative will be eligible to receive full health insurance premium credits available, as outlined below, towards health insurance cost containment programs.

Both parties will continue to promote the 'Fire Service Joint Labor Management Wellness-Fitness Initiatives' and demonstrate their support in accordance with Article 39. Firefighting is an inherently dangerous profession, to best serve its residents; health and fitness are some of the principal concerns for all members of the Fire Department. In recognition, the City will provide the resources necessary to continue this program as it currently is defined for the benefit of the residents and firefighters alike.

Cost Containment Efforts:

Annual Physical Exam: Each member (and spouse) shall be required to annually receive a physical exam by his/her Primary Care Physician (PCP). In addition, each member shall take each recommended preventative screenings recommended by his or her PCP.

Health Risk Analysis and Educators: Each member and spouse will be required annually to participate in the health risk assessment*. The individual results of this analysis will not be shared with the City. However, the aggregate results will be shared with the City.

FOR SPOUSES ONLY: If the employee's spouse completes the "Health Risk Appraisal Form" and the physician or their designee completes the "Authorization to Release Medical

Information" forms , and all forms are appropriately filled out and returned to the city's Health Care Coordinator/Educator (HCC/E) no later than December 31st of each year, the spouse will not be required to meet the HCC/E in any year in which these forms are completed to the HCC/E's satisfaction. The completion of these forms does not prohibit the HCC/E from contacting the spouse to discuss information contained within those forms.

If desired by the spouse, all meetings and consultations with the HCC/E will be schedule in a private setting. Depending on the results of the health risk analysis and the goals of the member, additional meetings may be scheduled. Should a face to face consultation not be practical, phone and email may be utilized by the HCC/E.

A Health Care Educator (HCE) will be assigned and responsible to work with each member that participates in the program, including spouses. The goal of the HCE is two-fold. First, they are to work with the individual member in assisting them in obtaining personal wellness goals. Such goals shall come from the members' PCP. However, at the sole option of the member, the goals may be established by HCE. Second, the HCE will inform the City annually if the member met any standard(s) that are required during the year.

The HCE will work directly with the member as frequently as considered necessary in order to assist the members in obtaining their personal goals. Educational and motivation shall be a core component of the HCE's role. In all circumstances, the HCE will meet at least twice during the year with the member. Meetings are primarily designed to be on the job site and private. Phone consultation and email may be used as an alternative method for meetings, given that at least one of the meetings annually has been in person, unless mutually agreed otherwise.

*Health Risk Assessment is a medical/lifestyle questionnaire that will be circulated annually.

Specific Goals and Measurements: The parties understand that a large percentage of the cost for health insurance is directly related to the actual previous year's usage of the services covered by the insurance (currently sixty two percentage (62%) of the weighted average method used by the current provider). In order to reduce the cost to both the individual members and the taxpayers of the City of Lewiston, the parties agree to focus efforts of the following three categories. These three categories have demonstrated impact on the usage of health care services.

1. Non-Tobacco Use: all members and spouses are encouraged to become non-users of all tobacco products. In an effort to encourage non-tobacco use, the parties will aggressively explore the potential of making cessation products available at limited or no cost to members and spouses that are enrolled in the program. Uniformed personnel shall not use tobacco products (cigarettes, cigars, and/or chewing tobacco) within or on fire department apparatus, or inside training facilities. A fire department sanctioned tobacco cessation program shall be made available to tobacco users. Tobacco cessation programs must be non-punitive and must include short and long term goals.

2. Exercise Program: all members and spouses are encouraged to meet the exercise requirements that are developed by their PCP. In an effort to encourage members and spouses to maintain a healthy lifestyle, the parties will aggressively explore the potential of making programs and incentives to members and spouses that are enrolled in the program.

3. Weight Management: all members and spouses are encouraged to meet weight management goals that are established for them by their PCP.

4. Best Efforts: Employees and spouses who participate in the program are expected to meet their specific goals by utilizing their 'best efforts'. The program has two goals: First, to improve the health of each Employee and spouse; second, to reduce the long-term cost of health insurance for each Employee and the City's taxpayers. The use of credits is not intended by the City to be a primary source of savings, but as an instrument to make the program important and meaningful.

The City will meet and discuss with the Union in all cases it deems an Employee/spouse has not met this standard. If the HCE has determined that a participant has not met the standard, that individual may utilize their PCP as evidence to the contrary. Any information provided by the individual's PCP shall be given significant weight in the final determination. Each case will be decided on an individual basis and shall not be used as a reference in any way for any other Employee.

Insurance Caps*: The maximum cap a member may pay for health insurance will be subject to the following chart at the applicable out-of-pocket percentage that is elected to be paid by the individual members based on participation in this program. Premium payments between the fifteen percent (15%) to twenty five percent (25%) shall be determined by using the same formula, as outlined below (cap based on a per-week amount):

New employee Health Insurance condition of employment compliance: Employees hired on or after 07-01-07 shall maintain annual compliance with the following criteria:

1. Yearly Aerobic Capacity Test: Successful completion of an Aerobic Capacity test administered by a qualified tester. Parameters of the test are outlined below.

2. Yearly Flexibility Evaluation: Successful completion of a flexibility evaluation administered by a qualified tester.

An employee who does not meet the above listed criteria for non-medical reasons shall be allowed six (6) months and three (3) opportunities from the point of non-compliance to re-establish compliance. Properly documented Medical conditions shall receive appropriate consideration.

Note: This employment condition applies to all employees hired on or after July 1, 2007 and not just those participating in the City Health Insurance Plan.

Dedicated Exercise Time:

Dedicated on duty time for exercise shall be provided. While the scheduling may vary due to emergency calls, special training, and other duties, 60 minutes of every weekday shift is required. The current schedule of weekday training will be amended to include an additional 60 minutes of a mandatory physical fitness session for all firefighters. In the best interest of the members the fitness session will be scheduled at the end of the training period between the hours of 3:00-4:00 p.m. (Monday-Friday) whenever possible. However, the training schedule may be revised to allow the fitness session to occur during normal training periods. Those uniformed personnel working a 37-40 hours or other similar administrative shift shall also be provided the opportunity to exercise during the workday. The health, fitness, and wellness of all uniformed personnel must be maintained as a priority. The Initiative believes that labor and management should work together through this program to ensure full participation by all uniformed personnel.

Note: Dedicated exercise time applies to all personnel and not just those participating in the City Health Insurance Plan.

Peer Fitness Trainers:

The Department shall certify 3 IAFF Peer fitness trainers to assist in the fitness training of on duty firefighters. The peer fitness trainer will be available to develop a personalized exercise program for each employee if requested. The peer fitness trainers shall administer the Aerobic Capacity and Flexibility evaluation in conjunction with a member of the management team. The peer fitness trainer will be responsible for submitting all test results to the HCE for review and approval. The peer fitness trainers shall perform the duty of fitness trainer when in an off duty status. The Chief shall develop and review the peer fitness trainers schedule with the Labor Management Committee.

Note: The HCE will administer the Aerobic Capacity Evaluation for the spouse.

Wellness-Fitness Initiative Tobacco Cessation Policy:

1. Current fire department uniformed personnel shall not use tobacco products (cigarettes, cigars, and/or chewing tobacco) within or on fire department apparatus, or inside training facilities. A fire department sanctioned tobacco cessation program shall be made available for tobacco users. Tobacco cessation programs must be non-punitive and must include short and long term periods.

Evaluation Program Definitions:

Yearly Aerobic Capacity Evaluations*:

Parameters utilizing Central Station Treadmills and Stepmill (protocols are determined by the IAFF/IAFC Wellness-Fitness initiative and shall be jointly agreed upon). All uniformed personnel must understand that the goal of this evaluation is solely for personal fitness improvement. Every uniformed personnel is expected to improve with an assessment and a personalized exercise program.

Yearly Flexibility Evaluation*:

Improvement standard. Flexibility is the functional measure of the range of motion of a joint. It is dependent on the pliability of the surrounding tissue (i.e. muscles, tendons, ligaments). For the purpose of this evaluation, trunk flexion will be evaluated by a sit-and-reach test. This test is commonly used to assess low back and hip flexibility. The test will be administered according to the sit-and-reach test protocol method, the goal of this evaluation is solely for personal fitness improvement.

* Capped Costs
Effective at the signing of the contract thru 1/1/19

% Minimum	
Rate – 15%	$95.16
MxHIP	
Rate – 25%	$154.54

***the capped costs remain in place unless negotiated otherwise.**

Employee Contributions Percentage Determination: The following shall be used to determine the amount paid, as a percentage, by members for their respective cost of the health insurance coverage, subject to the caps above (until January 1, 2006, all members pay a maximum of 10%.) After January 1, 2006, members are expected to pay up to twenty five percent (25%)* before credits for the cost of health insurance.

(1) Members who have actively participated in the Fire Service Joint Labor Management Wellness-Fitness Initiative, completed annually, the Health Risk Assessment and met the physical exam requirement above shall receive the following credit towards the twenty five percent (25%) payment:

i. Members with single coverage or single coverage dependent children shall receive ten percentage (10%) credits

ii. Members with spouse coverage and/or family coverage shall receive ten percent (10%) credit.

(2) Spouses that are covered by the City's insurance plan shall receive three percentage three percentage (3%) credits if they have completed the annual Health Risk Assessment, participated in the HCE program and met the annual physical exam requirement above.

(3) Spouses that have met item two (2) and above, may also receive an additional two percentage (2%) credits if they are successful in meeting one of the three categories listed above (i.e. non-tobacco use, exercise, or weight management program). However, only a maximum of two percentage (2%) credits may be obtained.

Under no circumstance may the credits be combined in any fashion to lower the Employee's percentage below an out-of-pocket contribution of fifteen percent (15*%). *Effective upon the signing of the contract.

Aerobic Capacity Incentive*: Successfully completing the following three (3) components will yield a yearly $400.00 bonus for employees and $300.00 for spouses covered by the City's insurance plan: The employer will schedule evaluations for employees during on-duty hours. Convenient times will be scheduled for spouses with the HCE. Bonus will be paid in the next payroll period from the date the test was successfully completed. Evaluating the aerobic capacity of participants will be conducted using a Treadmill or Stepmill. Measurements of aerobic capacity will be performed at submaximal levels using the Wellness Fitness Initiative protocols. The submaximal aerobic assessments developed for the WFI are based on the heart rate response during a graded exercise. It is important to note that all submaximal tests are based on regression equations and are subject to various prediction errors including: variance in determining target heart rate, heart rate fluctuations due to dehydration, anxiety, and medications. The magnitude and frequency of these prediction errors are reduced by using a well-validated submaximal test and appropriate medical prescreening.

*Effective on January 1, 2018

1. Mandatory Body Fat Analyzer: If standard is not met, then a 40" waist or less for males and 35" or less for females.

2. Aerobic Capacity Test: Successful completion of an Aerobic Capacity test administered by a qualified tester on the candidate's preference of a Treadmill or Stepmill for firefighters. Spouses will perform the test on an appropriately* equipped treadmill. The 2008 WFI calculates target sub-maximal heart rate (208 - (0.7 × age) × 0.85. The Aerobic Capacity Test will be administered in accordance with the WFI (Wellness Fitness Initiative) protocols as outlined in the WFI in regards to the Treadmill and Stepmill testing 2008 edition. A successful completion of the test shall be based upon an Average rating using the attached Maximal Rating conversion charts

(male-female) below. Ratings less than average will exclude the firefighter or spouse from payment of the incentive payment(s).

*Treadmill - The treadmill shall be a commercial treadmill capable of obtaining a minimum of 15%grade and 10mph.

Table 5.5
Target Heart Rate for Respective Age

Age (yrs)	THR (BPM)	Age (yrs)	THR (BPM)	Age (yrs)	THR (BPM)	Age (yrs)	THR (BPM)
18	166	29	160	40	153	51	146
19	165	30	159	42	152	52	146
20	165	31	158	42	152	53	145
21	164	32	158	43	151	54	145
22	164	33	157	44	151	55	144
23	163	34	157	45	150	56	143
24	163	35	156	46	149	57	143
25	162	36	155	47	149	58	142
26	161	37	155	48	148	59	142
27	161	38	154	49	148	60	141
28	160	39	154	50	147	61	140

THR Formula: [208-(0.7×age)]× 0.85

Remove deletion of stairmaster.
**The WFI test was validated on a unit that has 20 intensity levels. It is imperative that the administrator insure that the unit is calibrated to the same steps-per-minute rate for each level indicated in the testing protocol. Refer to Table 5.0

Table 5.0

Level	Step/Min	Level	Step/Min
1	24	11	97
2	31	12	104
3	39	13	111
4	46	14	118
5	53	15	126
6	60	16	133
7	65	17	140
8	75	18	147
9	82	19	155
10	89	20	162

Intensity (steps/min) for each level on the Stepmill
Note: If the Stepmill is **not** calibrated to the same steps/min Rate as the 20-level table, the test may be **invalid** for your Stepmill.

VO2 Prediction Formula**

Treadmill Sub-maximal VO2 Prediction Formula
VO2max = 56.981 + (1.242 × TT) – (0.805 × BMI)
*Note: TT is the time in minutes that the participant's THR was exceeded and the test terminated

** Testing will be administered in accordance with WFI 2008

MAXIMAL OXYGEN UPTAKE NORMS FOR MEN (ml/kg/min)

	18-25 years old	26-35 years old	36-45 years old	46-55 years old	56-65 years old	65+ years old
excellent	>60	>56	>51	>45	>41	>37
good	52-60	49-56	43-51	39-45	36-41	33-37
average	47-51	43-48	39-42	35-38	32-35	29-32
average	42-46	40-42	35-38	32-35	30-31	26-28
average	37-41	35-39	31-34	29-31	26-29	22-25
poor	30-36	30-34	26-30	25-28	22-25	20-21
very poor	<30	<30	<26	<25	<22	<20

MAXIMAL OXYGEN UPTAKE NORMS FOR WOMEN (ml/kg/min)

	18-25 years old	26-35 years old	36-45 years old	46-55 years old	56-65 years old	65+ years old
excellent	56	52	45	40	37	32
good	47-56	45-52	38-45	34-40	32-37	28-32
average	42-46	39-44	34-37	31-33	28-31	25-27
average	38-41	35-38	31-33	28-30	25-27	22-24
average	33-37	31-34	27-30	25-27	22-24	19-22
poor	28-32	26-30	22-26	20-24	18-21	17-18
very poor	<28	<26	<22	<20	<18	<17

source: these norms have been derived from several and now unknown sources

3. Non-tobacco user.

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Memorandum of Understanding

The Lewiston Firefighters Association (hereinafter referred to as the "the Association") and the City of Lewiston (hereinafter referred to as "the City") agree to the following:

Collective Bargaining Agreement revisions between the parties have been agreed to in regards to vacation accumulations for firefighters with 25 years or more of service, these revisions are instituted effective July 1, 2014.

Firefighters have the following options in their utilization of retroactive vacation days upon signing of this MOU.

- Firefighters may apply retroactive vacation days to their current reserved vacation balance regardless of what their current balance maybe.
  - In the event that the retroactive/reserved vacation days are not utilized prior to February 28, 2018 these retroactive/reserved vacation days* will be applied to their available balance for vacation selection on or after March 1, 2018. Vacation days will be in accordance with the rules of selection outlined in the Collective Bargaining Agreement. * Previously selected (non-retroactive) reserved vacation days must be used in accordance with the Collective Bargaining Agreement and are not applicable to the March 1, 2018 application of rolled over available reserved balances.
- Firefighters may select retroactive vacation days in accordance with availability for selection upon the signing of this agreement. The day after the signing of this agreement and consisting of 3 weekdays after the signing of this agreement selection will be based upon the pertinent portions of Article 11 Sec. 2 for Lieutenant's and Private's and Article 11 Sec. 3 for Captain's in regards to the availability and selection process. Remaining vacation days not selected or available will be added to their balance as reserved balance and will be available for future selection as a reserved selection in accordance with the Collective Bargaining Agreement. Vacation days not selected immediately or as a reserved vacation will be an available balance of vacation days on or after March 1, 2018 for selection in accordance with the Collective Bargaining Agreement.

- Firefighters may apply all or a portion of their retroactive vacation days to their deferment selection in accordance with Article 11 sec 8 if not previously utilized or maximized.

- Firefighters making application for the In-service retirement option may utilize any of the above available options.

Richard Cailler
President
Lewiston Firefighters Association
Date: 9-21-17

Edward Barrett
City Administrator
City of Lewiston
Date: 9-21-17

MEMORANDUM OF UNDERSTANDING

The Lewiston Firefighters' Association [hereinafter referred to as the 'Association'] and the City of Lewiston [hereinafter referred to as the 'City'] agree to the following:

The parties agree that the creation of a City Volunteer Corps shall not waive any of the provisions of the Collective Bargaining Agreement existing between the parties. The parties agree that the Volunteer Corps [or similar venture in scope or name] shall be staffed by individuals that have been screened by the City and assigned to the Fire Department. These individuals will provide clerical-type functions only and shall not perform those duties routinely done by the members of the Association. Furthermore, this program shall not in any way create a situation that would limit any member the potential ability to sustain his/her employment status in the event of injury or disease. In the event this situation exists, the City would still provide the opportunity for the employee to maintain their job status by the use of 'light-duty' work assignments until they either return to work or receive approval for disability benefits.

Phil Nadeau
Deputy City Administrator

Rick Cailler
President, Local 785, IAFF

1-29-10
Dated

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Executive Department
Phil Nadeau
Deputy City Administrator
Director, Human Resources Department

Lewiston All-America City 2007

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SIDE LETTER OF AGREEMENT

The City of Lewiston (City) and Local #785, International Association of Firefighters (Unit), hereby agree to approve this Side Letter of Agreement to reflect the following:

1. Unit will agree to withdraw its Bargaining in Bad Faith Grievance filed on 5/19/2010 without prejudice.

3-26-13 Date	Signed (Union President)
3-28-13 Date	Signed (Union Representative)
3-27-13 Date	Signed (City Administrator)
3/27/13 Date	Signed (Chief Negotiator)

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Executive Department
Phil Nadeau
Deputy City Administrator
Director, Human Resources Department

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SIDE LETTER OF AGREEMENT

The City of Lewiston (City) and Local #785, International Association of Firefighters (Unit), hereby agree to approve this Side Letter of Agreement and mutually agree to the following:

The City of Lewiston and the Lewiston Firefighters Association recognize that providing life-saving services is essential to the evolving role of the modern day fire department. Delivery of EMS services based upon quick response times, properly allocated resources, capably trained and staffed emergency response personnel are directly related to survival rates for those in need of Emergency Medical Services. The City and the Association agree to meet and mutually explore the following during successor negotiations:

- Discuss the licensing of the fire department to respond to additional emergency medical calls. The city may opt to enter into discussions with DAS regarding potential reimbursements for such services.
- Discuss the scope of the increased services and the requirements necessary from all parties to provide these additional services, including the discussion of potential stipends for qualified employees.
- To commence these successor negotiations within 10 days of the city's first contract proposal for the next CBA.

3-26-13
Date

Signed (Union President)

3-27-13
Date

Signed (Union Representative)

3-27-13
Date

Signed (City Administrator)

3/27/13
Date

Signed (Chief Negotiator)

Executive Department
Phil Nadeau
Deputy City Administrator
Director, Human Resources Department

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SIDE LETTER OF AGREEMENT

The City of Lewiston (City) and Local #785, International Association of Firefighters (Unit), hereby agree to approve this Side Letter of Agreement to reflect the following:

Unit will agree to withdraw Personnel Reduction Grievance filed on 5/19/2010 without prejudice in accordance with the following conditions:

A. In recognition of the grievance withdrawal, the parties agree with the following as part of a new Lewiston Fire Department standard which will be incorporated as part of the Collective Bargaining Agreement, Article 9 Section 5:

> The Lewiston Fire Department recognizes the National Incident Management System (NIMS) as its standard for the efficient organization of emergency incident delivery within its jurisdiction and for the development and implementation of this policy for safe fire ground operations. Any confirmed structure fire (Condition Yellow or Red) will require the establishment of the following sectors based on the availability of On-Duty Firefighters and Recall Personnel. Whenever possible, those sectors will be filled by uniformed Lewiston Association firefighters:
>
> Command (On duty Captain)
> Rear Sector (Recall Officer)
> Staging (Recall Captain located at Central Station)
> Safety Officer
> Operations Officer

B. The following fire ground operations language shall be incorporated as part of the Lewiston Fire Department SOP:

> Fire Ground Operations Standard Operating Procedure
>
> The Lewiston Fire Department recognizes the National Incident Management System (NIMS) as its standard for the efficient organization of emergency incident delivery within its jurisdiction, and for the development and implementation of this policy.
>
> <u>Response to Alarms:</u>
>
> - The Chief, Asst. Chief will be notified and respond whenever a Condition Yellow/Red and/or First, Second or Third Alarm exists within the City of Lewiston.
> - Standard Box Assignment: (3) Engine Companies, (1) Ladder Truck, Incident Command (Unit 415/416).
> - Reported Structure Fire: (4) Engine Companies. (1) Ladder Truck, Incident Command (Unit 415/416).

- Any Structure Fire (Condition Yellow or Red) that is reasonably expected to last duration of more than 30 minutes will be classified as a Second Alarm Recall Fire which will include the recall of the Outgoing platoon. A Second Alarm Page will be sent by Comm. Center via the Fire Department Paging System.
- Any confirmed structure fire (Condition Yellow or Red) will require the establishment of the following sectors. These sectors whenever possible will be filled based on the availability of On-Duty Firefighters and Recall Personnel by uniformed Association firefighters.
- Command(On duty Captain)
- Rear Sector (Recall Officer)
- Staging (Recall Captain located at Central Station)
- Safety Officer
- Operations Officer

Multi Story Tenement or High Occupancy Location:

- Any confirmed structure fire (Condition Red) in a multiple story tenement or high occupancy location of 2 or more stories will require a third alarm response and the establishment of the following sectors.
- These sectors shall be filled based on the availability of On-Duty Firefighters and Recall Personnel whenever possible by uniformed Association firefighters.
- Command (On duty Captain)
- Rear Sector (Recall Officer)
- Staging (Recall Captain located at Central Station)
- Safety Officer (Recall Officer)
- Operations Officer (Recall Officer)
- Division Officers (Recall Officers)

Special Note:
High Manpower Value Response Incidents: In those instances that would elicit a reasonable potential for mass casualty, difficult evacuation, potential problematic removal of victims, (4) Engine Companies and (1) Ladder Truck, Incident Command (Unit 415/416) shall be the standard assignment. Example: Central Maine Medical Center, St. Mary's Regional Medical Center, All City grade Schools public or private and Care Facilities or elderly housing units with more than 50 resident population.

3-25-13	
Date	Signed (Union President)
3-25-13	
Date	Signed (Union Representative)
3-27-13	
Date	Signed (City Administrator)
3-27-13	
Date	Signed (Chief Negotiator)

Executive Department
Phil Nadeau
Deputy City Administrator
Director, Human Resources Department

Lewiston All-America City 2007

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SIDE LETTER OF AGREEMENT

The City of Lewiston (City) and Local #785, International Association of Firefighters (Unit), hereby agree to approve this Side Letter of Agreement to reflect the following:

1. Both the City and Unit agree to amend the "Lewiston Fire Department Roster System Guidelines" (Revised: 5/1/09) as follows:

Overtime Roster System - General Rules (Page 6)

Item 6. Any vacancy requiring the hiring of overtime will be done from the same list from which the vacancy has occurred, except for the following:

a) If a vacancy cannot be filled from the Lieutenant's list, one may be hired from the Senior Private's List, then the Junior Private's list, then the K-Men's list.
b) If a vacancy cannot be filled from the Senior Private's list; one may be hired from the Lieutenant's list, then the Junior Private's list, then the K-Men's list.
c) If a vacancy cannot be filled from the Junior Private's list, one may be hired from the Senior Private's list, then the K-Men's list, then the Lieuteriant's list.
d) If a vacancy cannot be filled form the K-Men's list; one may be hired from the Junior Private's list, then the Senior Private's list, then the Lieutenant's list.
e) If a vacancy that cannot be filled from the specific position list and it would require the hiring of a Lieutenant and as a result of that hiring two Lieutenants would be assigned to the same apparatus the Chief shall reserve the right to transfer the overtime Lieutenant after 7:00 a.m. to occupy the position of the least senior Acting Lieutenant on duty that day.

7/31/13 Date	Signed (Union President)
7/31/13 Date	Signed (Union Representative)
3/28/13 Date	Signed (City Administrator)
3/28/13 Date	Signed (Chief Negotiator)

Executive Department
Phil Nadeau
Deputy City Administrator
Director, Human Resources Department

Lewiston
All-America City
2007

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SIDE LETTER OF AGREEMENT

The City of Lewiston (City) and Local #785, International Association of Firefighters (Unit), hereby agree to approve this Side Letter of Agreement to reflect the following:

1. Unit will agree to withdraw its True Cost of Living Adjustment (TCLA) Grievance filed on 8/2/2012 without prejudice.

3-28-13
Date

Signed (Union President)

3-28-13
Date

Signed (Union Representative)

3-27-13
Date

Signed (City Administrator)

3/27/13
Date

Signed (Chief Negotiator)

Memorandum of Agreement

As settlement to the grievance between the parties regarding Holiday Meal Coverage dated December 26, 2017, the Lewiston Firefighters Association (hereinafter referred to as the "the Association") and the City of Lewiston (hereinafter referred to as "the City") agree to the following:

1. The Captains who worked Christmas Eve 2017 and Christmas Day 2017 between the hours of 7 am and 11:59 pm, and New Year's Day between the hours of 7 am and 11:59 pm will be paid an additional 2 hours at their rate of pay at time of service.

2. In the interest of consistent fire department staffing, Holiday Meal coverage upon the signing of this agreement will be discontinued and replaced by adding two additional hours of straight time pay for firefighters on duty between the hours of 7 am and 11:59 pm on Thanksgiving, Christmas, New Year's Day, and Easter.

This Memorandum of Agreement is the entire agreement of the parties with regard to the matters set forth herein and may not be amended by either party without mutual written agreement.

Richard Cailler
President
Lewiston Firefighters Association
Date: 3/26/18

Edward Barrett
City Administrator
City of Lewiston
Date: 3-26-18