AGREEMENT
BETWEEN
TOWN OF BUCKSPORT
AND
TEAMSTERS LOCAL UNION NO. 340
IN THE STATE OF MAINE
Affiliated with the
International Brotherhood of Teamsters,

for the

FIRE DEPARTMENT EMPLOYEES

FROM: JULY 1, 2019 THROUGH: June 30, 2022

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This Agreement is entered into between the Town of Bucksport, hereinafter referred to as the "TOWN" or "EMPLOYER" and Teamsters Local No. 340, affiliated with the International Brotherhood of Teamsters hereinafter referred to as the "UNION".

ARTICLE 1
PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act, (Titles 26, M.R.S.A. 961-974, 1969 as amended) the parties hereto have entered into this agreement in order to establish mutual bargaining rights of the employer and the employee and to establish the terms and conditions of the employment of eligible employees of the Bucksport Fire Department.

ARTICLE 2
RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours and other conditions of employment for all its eligible employees within the bargaining unit in the Fire Department. Such employees shall hereinafter be referred to as "firefighters."

The Union agrees to supply the Office of the Chief of the Fire Department a list of the officers of the Union, the names of the Union Stewards, and the names of the Union Bargaining Committee.

ARTICLE 3
CHECK-OFF

The Town shall deduct regular monthly dues and initiation fees upon receipt of signed authorization from the members (a copy of which is to be retained by the Town) and a certified statement from the Secretary-Treasurer of the Local Union as to the amount for the dues. The Town shall forward all such dues so collected to the Secretary-Treasurer of the Local Union before the end of each month in which the deductions were made. The Union shall indemnify and save the Town harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this Article.

ARTICLE 4
MANAGEMENT RIGHTS

The Town retains all rights and authority to manage and direct its firefighters, except as otherwise specifically provided in this Agreement. The Union acknowledges the right of the Town to make such rules and regulations governing the conduct of its firefighters as are not specifically inconsistent with the provisions of this Agreement.

ARTICLE 5
MAINTENANCE OF STANDARDS

SECTION 1. PROTECTION OF CONDITIONS: The employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement; and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

It is agreed that the provisions of this Section shall not apply inadvertent or bonafide errors made by Employer or the Union in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days. Any such agreement shall be null and void unless mutually agreed upon by the Union and the Employer.

SECTION 2. EXTRA CONTRACT AGREEMENTS: The Employer agrees not to enter into any agreement or contract with its firefighters, individually or collectively which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE 6
NO STRIKE OR LOCKOUT

The Union agrees that during the term of this agreement, neither it nor its officers or members will engage in any (1) strikes, (2) slowdowns, or blacklisting. The Town agrees there will be no lockouts or blacklisting during the term of this agreement.

In the event that Union Members participating in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

ARTICLE 7
UNION ACTIVITIES

SECTION 1. TIME OFF FOR UNION ACTIVITIES: The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any firefighter designated by the Union to attend a labor convention. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of firefighters affected in order that there shall be no disruption of the employer's operations due to lack of available firefighters.

SECTION 2. NO DISCRIMINATION BECAUSE OF UNION ACTIVITIES: Any firefighter who is a member of the Union acting in any official capacity whatsoever shall not be discriminated for his/her acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business nor shall there be any discrimination against any firefighter because of Union membership or activities.

SECTION 3. The Town does not wish to discourage members of the bargaining unit from running for elected union positions. However, at the end of his/her term(s), that firefighter may or may not be reinstated as a firefighter of the Town of Bucksport.

ARTICLE 8
ACCESS TO PREMISES

With due notice to the Fire Chief or Town Manager, authorized agent of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to provided, however that there is no interruption of the Town's working schedule. A list of authorized Union Representatives will be furnished to the Town.

ARTICLE 9
STEWARDS

SECTION 1. The Town recognizes the right of the Union to designate Stewards and Alternates. The authority of Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;

B. The collection of dues when authorized by appropriate Local Union action;

C. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced in writing.

SECTION 2. PROCESSING GRIEVANCES DURING WORKING HOURS
The Chief steward may investigate and process grievances during working hours without loss of pay but in no case shall such time off exceed a total of two (2) hours per week except with the permission of the Town Manager or Fire Chief.

ARTICLE 10
BULLETIN BOARDS

The Town agrees to provide suitable space for and maintain a bulletin board in the Public Safety Building. The Union shall limit its use of the bulletin board to official Union business such as meeting notices and Union bulletins.

ARTICLE 11
DISCIPLINE AND WORK RULES

SECTION 1. The Town may adopt disciplinary rules and work rules which will be posted from time to time during the duration of this Agreement. Existing or new rules will not be inconsistent with his contract. All new rules will be posted for ten (10) working days before they are effective. Simultaneously with the posting of new rules, a copy of same shall be forwarded to the Local Union.

SECTION 2. All suspensions and discharges shall be for just cause (including, but not limited to, violations of any rules adopted as provided above) and written notice of the reasons for suspension or discharge shall be stated, in writing, to the firefighter within five (5) days after the effective date of the action. Such written notice shall also be given to the Steward and a copy mailed to the Local Union office within five (5) days from the time of the discharge or suspension.

SECTION 3. Any firefighter discharged must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, within five (5) days from the date of discharge.

SECTION 4. A discharged or suspended firefighter must advise his Local Union in writing, within five (5) working days after receiving notification of such action against him, of his desire to appeal the discharge or suspension; notice of the appeal from the discharge or suspension must be made to the Employer in writing within ten (10) days from the date of discharge or suspension.

SECTION 5. Should it be proven that an injustice has been done a discharged or suspended firefighter, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity, less any compensation received during the discharge or suspension. If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the grievance

machinery as set forth in Article 12, (Step 3), within (10) ten days after the above notice of appeal is given to the Employer.

SECTION 6. All warning notices (written, written verbal, suspensions) or any other form of discipline documentation shall not remain in effect, for the purpose of progressive discipline, for a period of more than twenty four (24) months.

ARTICLE 12
GRIEVANCE PROCEDURE

SECTION 1. A Grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute that may arise under the interpretation or application of a specific article or section of this Agreement. Any grievance arising between the Town and the Union or a firefighter represented by the Union shall be settled in the following manner:
Step 1. The aggrieved firefighter(s) must present the grievance to the Steward or Alternate within five (5) working days after knowledge of the grievance or the reason for the grievance has occurred, except a forty-five (45) day time limit shall apply in the case of violation of wage provisions of the Agreement.

The Steward or Alternate shall take up the grievance with the Fire Chief. If the Steward and the Fire Chief have not resolved the grievance within three (3) working days after the meeting between the grievant, Steward and Fire Chief, the Steward shall submit such grievance in writing to the Union Business Representative.

Step 2. The Business Representative shall take the matter up, within three working (3) days after receiving the grievance from the Steward or Fire Chief, with the Town Manager or his designee; within three (3) working days after such meeting, the Town Manager shall render a decision of the grievance.

Step 3. In the event that the decision of the Town Manager, as rendered pursuant to step 2, hereof is not acceptable to the Union, the Union may, within five (5) working days, file a request with the Maine State Board of Arbitration and Conciliation for arbitration of the grievance.
The decision of the Arbitrator shall be final and binding on the parties and the Arbitrator shall be requested to issue the decision within fifteen (15) days after the conclusion of testimony and final argument. The Town and Union agree that the Arbitrator shall not add to, delete from, or modify any of the terms and conditions of this agreement.

Expenses of the Arbitrator's services and the proceedings shall be borne equally by the Town and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made providing it pays for the record and makes copies available without charge to the other party and to the Arbitrator.

SECTION 2. The Local Union and its authorized representatives shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individuals whose pay is in dispute or records pertaining to a specific grievance.

SECTION 3. The time limits for processing of grievance may be extended by written consent of both parties.

SECTION 4. Should the Town feel aggrieved as the result of interpretation or application by the Union of any provision in the Agreement, the Town may seek adjustment of said grievance in the forgoing manner, except that the procedure may be initiated at Step 2.

ARTICLE 13
SEPARATION OF EMPLOYMENT

Upon discharge, the Employer shall pay all money including vacation pay due to the firefighter. Upon quitting, the Employer shall pay all money due the firefighter, including vacation pay on the next regular payday following such quitting. Upon separation in good standing and after ten (10) years of continuous service the firefighter, or upon death his/her heirs shall receive twenty-five percent (25%) of unused sick leave. Employees with twenty (20) years of continuous service to the Town, and upon separation in good standing, retirement or death shall receive forty percent (40%) of unused sick leave.

ARTICLE 14
SENORITY

SECTION 1. The Town shall establish a seniority list for firefighters and it should be brought up to date on January 1st of each year. The list shall be posted, thereafter, on a bulletin board for a period of not less than thirty (30) days. A copy of the same shall be sent to the Union.

SECTION 2. Any objection to the seniority list, as posted, must be reported to the Fire Chief and the Union within thirty (30) days, or it shall stand as accepted.

SECTION 3. Seniority shall be established as of the last date of hire as a full-time firefighter of the Fire Department and shall not include any previous employment with the Town.

SECTION 4. In the event it becomes necessary for the Town to lay off firefighters for any reason(s), firefighters shall be laid off in the inverse order of their seniority. All affected firefighters shall receive a two (2)-calendar week advance notice of layoff. No new firefighters shall be hired, until all firefighters on layoff status have been afforded recall notice.

ARTICLE 15
WORK WEEK

SECTION 1. The "Work Week" shall be defined as a period of seven (7) days beginning at 0700 on Sunday and ending at 0700 on the following Sunday.

SECTION 2. The payroll records of the Town shall be the basis for establishing the numbers of hours worked by each firefighter. Nothing in this Agreement shall be construed as a guarantee by the Town of hours to be worked per week or per year.

SECTION 3. All firefighters will be entitled to weekly overtime at the rate of one and one half (1 ½) times his hourly rate of pay for all hours worked in excess of fifty-three (53) hours for the week.

SECTION 4. The workweek shall consist of a rotating shift of twenty-four (24) hours per shift averaging a total of fifty-six (56) hours per week over a three (3) week operational period. Each week that a firefighter averages fifty-six (56) hours, three (3) hours of overtime will be placed into the Comp Time Reserve. Hours not worked but paid for will not be used in the computation of overtime (i.e. vacation, sick, and comp) and the three hours of overtime previously mentioned will not be awarded for that week.

SECTION 5. Firefighters called back for work, including ambulance runs, shall receive a minimum of two (2) hours pay for the work at the rate of one and one-half times his/her hourly rate of pay. Call back for full-time firefighters will be limited to one full-time firefighter, exclusive of the firefighter on duty at the Public Safety Building, except for general alarms, a third tone call from dispatch or a call for station coverage. This will include fire and/or ambulance calls.

Effective 3-1-98, only firefighters maintaining a Emergency Medical Technician certificate will be allowed to be called back for an ambulance run.

SECTION 6. It is understood there shall be no more than two (2) firefighters per shift based upon a workforce of six (6) full-time regular firefighters.

SECTION 7. At no time shall a fire fighter earn more than nine (9) shifts of compensatory time in any one contract year.

No compensatory time shall be carried over beyond June 30, except compensatory time accrued during the month of June.

Granting of compensatory time shall be at the discretion of, and with the approval of the Fire Chief. A request for compensatory time off must be submitted at least (3) days prior to the date requested. Also, this compensatory time off shall be taken in increments of 8, 12 or 24 hours. Compensatory time off will not be used in the computation of overtime. The Town shall have the right to offer vacancies caused by compensatory time off to a reserve firefighter before offering such vacancies to full-time firefighters.

ARTICLE 16
WAGES
Wages for the period 7-1-2019 to 6-30-2022 shall be as follows:

	7-1-2019 to 6-30-20
Probationary period	$16.81
After six (6) months	$17.12
After one (1) year	$17.38
After four (4) years	$20.49
After ten (10) years	$21.19
After Fifteen (15) years	$21.92
After Twenty (20) years	$22.67
	7-1-2020 to 6-30-2021
Probationary period	$17.31
After six (6) months	$17.63
After one (1) year	$17.72
After four (4) years	$20.19
After ten (10) years	$20.88
After fifteen (15) years	$22.58
After twenty (20)years	$23.36
	7-1-2021 to 6-30-2022
Probationary period	$17.83
After six (6) months	$18.16
After one (1) year	$18.25

After four (4) years	$20.80
After ten (10) years	$21.51
After fifteen (15) years	$23.26
After twenty (20) years	$24.06

After two years of full-time permanent employment as a firefighter, any firefighter who attains and maintains a firefighter II and or an intermediate emergency medical technician certification shall be paid an additional 4% added to his/her base pay for each certification but in no case shall educational incentive exceed 6%. The Assistant Fire Chief shall receive $400 annually for Fire Science Certification. Effective 7-1-98 the Assistant Fire Chief's annual salary will be increased to $1,500. The assistant emergency medical service director will continue to receive a $1,500 annual stipend. Full-time firefighters maintaining an Emergency Medical Technician Paramedic (EMT-P) License will receive a $10.83 per run stipend in addition to their hourly rate of pay when responding to an ambulance call. It is understood that the $10.83 stipend will be limited to one EMT-P per run. This stipend shall remain the same for the life of the contract.

ARTICLE 17
HOLIDAYS

The following days shall be observed as holidays by all regular firefighters in the bargaining unit:

New Years Day	Labor Day	Independence Day	Thanksgiving Day
Martin Luther King Day	President's Day	Columbus Day	Christmas Day
Memorial Day	Veterans Day	Two (2) Personal Days	

Firefighters who work on any of the above mentioned holidays shall be compensated at the rate of one and one-half (1 ½) times his/her hourly rate for all hours worked with a minimum of four (4) hours. The above shall be in addition to holiday pay of eight (8) hours. Firefighters who do not work the holiday shall receive holiday pay of eight (8) hours. In order to be eligible for holiday pay, the firefighter must work his/her regularly scheduled shift immediately prior to or immediately following the holiday.

ARTICLE 18
VACATION

SECTION 1. Each full-time firefighter shall be awarded annual vacation time with pay, in any month in which the full-time employee is compensated eighty (80) or more hours of actual work time (defined in this section as hours worked: vacation time, sick time, if less than thirty (30) days; jury duty; bereavement and compensatory time) in accordance with his current term of continuous employment, and in accordance with the following:

YEARS OF SERVICE WEEKS OF VACATION
1year 84 hours
8 years 126 hours
15years 168 hours
20 years 210 hours

SECTION 2. In case a holiday falls within the vacation period, the firefighter shall be granted an extra day off with pay. No firefighter shall take more than two (2) weeks at a time except at the discretion of the Fire Chief.

SECTION 3. Any absence from duty for which sick leave is paid, or for official leaves of absence, shall not constitute a break in the service record.

SECTION 4. Vacation leave may be taken by a firefighter after its accrual, beginning six (6) months after employment subject to the approval of the Fire Chief. A firefighter who terminates his/her employment shall be entitled to accrued vacation pay.

SECTION 5. Accrued vacation leave shall be paid to firefighters in good standing upon his/her separation from the service, or to his/her beneficiary or estate upon his death.

SECTION 6. Firefighters may take the vacation time due or the equal amount of pay without taking the vacation time involved with permission of Fire Chief or Town Manager. Firefighters may carry vacation time earned from the previous year forward for a period not to exceed 90 days into the new fiscal year.

SECTION 7. For the purpose of computing vacation pay for eligible firefighters, the term "vacation pay" shall be construed to mean the firefighter's regular weekly pay.

SECTION 8. An effort shall be made to schedule the firefighter's vacation to suit the preference of the firefighter according to his seniority, subject to the requirements of the Fire Chief for the services of qualified firefighters.

SECTION 9. Seniority shall determine only the firefighter's first week of vacation preference, until selection by all firefighters of their first week of vacation preference. Seniority will again determine the firefighter's second week of vacation preference and likewise their third, fourth and fifth week.

ARTICLE 19
SICK LEAVE AND HEALTH INSURANCE

SECTION 1. Sick leave shall accrue at the rate of one and one quarter 1 1/4 days for each full calendar month of service beginning with the seventh (7th) full calendar month of employment accumulative to a maximum of seven hundred twenty (720) days. At the end of the six (6) full calendar months of employment, the firefighter will be credited with the amount of sick leave earned in the first six (6) months of service. Sick leave shall be earned by a firefighter, at the foregoing rate, in any month in which the firefighter is compensated eighty (80) or more hours of actual work. For this purpose, however, earned vacation time shall be considered as work time.

Sick leave may only be used when personal illness or physical incapacity renders a firefighter unable to perform the duties of his position.

Whenever possible, the firefighter shall notify the Fire Chief at least one (1) hour before the beginning of his scheduled shift as to his unexpected absence due to sick leave reasons. With prior notice, the Town shall have the right, at the firefighter's expense, to require a doctor's certification showing such sick leave usage to have been for "just cause". If the doctor's certificate shows such sick leave usage to have been for "just cause", expense of obtaining said certificate will be borne by the Town.
Any full-time permanent firefighter who uses less than six (6) days of sick leave during a fiscal year (7-1 to 6-30) shall receive one-half (1/2) of any balance of the first six days as earned time to be used the following fiscal year but not to exceed three (3) shifts in any fiscal year. Earned sick time may be taken with the approval of the Fire Chief and at times when convenient for the smooth operation of the department. The remainder of earned sick time shall be credited to accumulated sick leave in the normal manner. Earned time cannot be accumulated beyond the end of the fiscal year following the

year the time was earned. For the purpose of crediting accumulated time to earned sick time if less than six (6) days of sick time is taken, the work "day" will be equal to "one (1) shift". For the purpose of charging earned time against the sick leave account, it will be based on actual hours taken.

SECTION 2. The Town shall provide each employee and his/her family with coverage under the Northern New England Benefit Trust (NNEBT) OAP-A8 Non-Grandfathered (NG) Plan for the term of this agreement.

The monthly cost to the Town for the OAP-A8 NG Plan for the period from the effective date of coverage through June 30, 2015 shall be as follows: Employee only ($695.25); Employee + spouse ($1,570.75); Employee + child(ren) ($1,165.96); and Family ($1,604.74).

The annual rate increases during the term of the collective bargaining agreement shall be capped at 8%; provided however, that NNEBT may modify the plan of benefits to be provided in the event that the group's experience would warrant a rate increase greater than 8%.

During the term of the collective bargaining agreement, employees with employee only coverage will pay $27 weekly toward the cost of the coverage; employees with dependent coverage will pay $43 weekly toward the cost of the coverage; and employees with family coverage will pay $49 toward the cost of the coverage.

New members who join the bargaining unit after July 1, 2015, shall pay 20% of the premium of the health insurance plan in which they are enrolled instead of the amounts in the previous paragraph.

The Town will not pay for any working spouse who is provided health insurance by their employer that offers essentially the same types of coverages as the Town Plan, unless out of pocket premium cost for the spouses insurance plan is 30% more than the Town's insurance plan premium cost. Current employees whose spouses are already on the Town Plan are grandfathered. If comparable coverage ends, the spouse may join the Town's plan offered through NNEBT prior to open enrollment provided that s/he applies for such coverage within 60 days of the loss of comparable coverage. If the spouse does not apply within 60 days of the loss of comparable coverage, enrollment will only be available as part of the open enrollment process.

The Union and the Town agree to re-open the contract for consideration of changes to healthcare coverage based on no additional cost to employee for similar coverage.
Retiree Health Insurance:

Current members of the bargaining unit who retire prior to becoming eligible for Medicare will have the option to continue coverage through NNEBT as part of the active group. A retiree will be responsible for 100% of the cost of the coverage. The Town will remit all required payments to NNEBT on behalf of the retiree and, when applicable, the retiree's dependent(s).

When the retiree reaches the age of 65 or becomes eligible for Medicare due to a disability, the Town will notify NNEBT and the retiree will be offered a Medicare Supplement Plan and a Mail-Order Pharmacy program through NNEBT.

When the retiree becomes eligible for Medicare, the spouse and/or dependent child(ren), if otherwise eligible, may remain covered as part of the active group at the retiree's expense. When the spouse becomes eligible for Medicare, the spouse will be offered a Medicare Supplement Plan through NNEBT and a Mail-Order Pharmacy program also through NNEBT. If the spouse becomes eligible for Medicare

before the retiree, the spouse will be offered the NNEBT Medicare Supplement and the NNEBT Mail-Order Pharmacy program.

Current pre Medicare-age retirees who were members of the bargaining unit, by agreement of the Town and the Union, also may be included as part of the active employee group and may be eligible for the Medicare Supplement and a Mail-Order Pharmacy program through NNEBT

SECTION 3. MMA Income Protection Plan currently provided by the Town shall be continued during the term of this Agreement for all firefighters who wish the coverage. Any combination of sick leave and income protection cannot exceed the regular base weekly pay. Application for income protection shall be submitted by the employee after being absent from work ten (10) consecutive days at any one time.

SECTION 4. The Town, during the term of this agreement, shall continue to pay for and provide Maine State Life Insurance including Basic, Supplemental and Dependent B. Coverage will automatically be provided unless the employee chooses to sign a "Refusal of Insurance" form provided at the Town Office.

SECTION 5. A firefighter who is injured on the job and is sent home or to a hospital or who must obtain medical attention shall receive pay at the applicable hourly rate for the balance of his/her regular shift on that day. A firefighter who has returned to his regular duties after sustaining a compensable injury and who is required by the Workmen's Compensation doctor to receive additional medical treatment during his/her regularly scheduled working hours shall receive his/her regular hourly rate of pay for such time missed.

A firefighter who sustains a personal injury or compensable illness arising out of and in the course of his/her employment shall be paid during each week of total incapacity, from work resulting from the injury, an amount sufficient, when added to the weekly payment of Workmen's Compensation paid within the laws of the State, to equal his/her regular salary or normal wage. Time limits for this compensation shall be eight (8) weeks unless extension is approved by the Town Manager. If the Manager grants an extension the firefighter is required to apply such time to his/her accumulated sick leave.

SECTION 6. Any combination of sick leave pay and/or income protection cannot exceed the regular week's pay. Sick time may not be taken for a work related injury except for the first three (3) days of an injury which may not be covered by Workmen's Compensation.

SECTION 7. Sick leave shall be limited to ninety (90) days absence from the job.

SECTION 8. If a full-time firefighter is on sick leave or on work disability, the Town, after the shift has been vacant for 8 days, may fill the shift with a qualified firefighter until the full-time firefighter returns to work.

SECTION 9. Employees who retire will be allowed to credit to their Maine Sate Retirement System account up to ninety (90) days of accumulated and unpaid sick time.

ARTICLE 20
BEREAVEMENT

Up to three (3) consecutive working days, with pay, shall be allowed to attend the funeral in the event of the death in the immediate family of a full-time employee. Immediate family shall mean: Father, Mother,

Sister, Brother, Husband, Wife, Son, Daughter, Father-in-Law and Mother-In-Law. The Town Manager may extend the leave for up to a maximum of 5 consecutive days when distance or unusual circumstances exist.
In addition to the foregoing, up to (1) day if the employee is scheduled to work, may be used for attendance at the funeral of the following relatives: Aunt, Uncle, Cousin, Niece, Nephew, Grandchild, Stepfather, Stepmother, Brother-in-law and Sister-in-law.

ARTICLE 21
LEAVE OF ABSENCE

Any firefighter desiring leave of absence without pay from his/her employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for same must be secured from both the Union and the Employer. During the period of absence, the firefighter shall not engage in gainful employment in the same industry or field.

Failure to comply with this provision shall result in the complete loss of seniority rights for the firefighter(s) involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. Full seniority rights shall be maintained during a leave of absence.

ARTICLE 22
JURY DUTY PAY

In the event a firefighter looses all or part of his time on account of jury service, the Employer shall pay an amount sufficient to guarantee no loss in wages on account of such absence from work. Firefighter to be paid upon presentation of certification of jury pay. Firefighter shall work any scheduled shift that does not conflict with jury duty.

ARTICLE 23
UNIFORMS

SECTION 1. If a regular full-time firefighter is required to wear a uniform, the Town shall furnish the initial issue of such required uniform. The firefighter shall then be required to maintain the same in serviceable condition. A clothing, equipment and cleaning allowance per firefighter shall be allocated annually for this purpose. The Fire Chief will administer purchase of replacement clothing.
Effective 7-1-2011 the annual clothing allowance will be $600

SECTION 2. Any uniform rendered unserviceable by a firefighter in the line of duty, except through negligence, loss, or normal wear, will be replaced by the employer and will not be charged to the firefighter's clothing allowance.

ARTICLE 24
SANITARY CONDITIONS

The Town agrees to maintain a washroom having hot and cold running water and with toilet facilities.

ARTICLE 25
DEFECTIVE EQUIPMENT

Firefighters shall immediately, or at the end of their shift, report all defects of equipment to the Fire Chief. A report of such defect shall also be posted by the Employer on the bulletin board in the work room. The Employer shall not ask or require any firefighter to take out equipment that has been reported by any other firefighter as being in an unsafe operating condition until same has been approved (safe) by the Chief. All major mechanical repairs shall be made by a qualified mechanic. It shall not be a violation of this agreement where firefighters refuse to operate equipment that has been previously reported unsafe.

ARTICLE 26
TRAINING

When the opportunity arises for members of the Fire Department to attend school, senior firefighters who have not had previous opportunity to receive such training shall be assigned first; excepting certain cases where both parties mutually agree to send a volunteer call fireman. Such training shall be provided at no expense, nor loss of wages to the firefighters. All training shall be with the approval of the Chief and/or Manager. Whenever a firefighter receives training approval by the Chief or Manager the Town shall pay for the training and mileage to and from any training session; i.e. Council Meeting, MCTA approved training, etc. It is agreed all authorized training will be paid at the firefighter's applicable rate of pay. It is agreed all authorized training will be paid at the firefighter's applicable rate of pay.
After four consecutive shifts have been vacant due to training, the Employer shall be allowed to fill additional vacant shifts with reserves.

ARTICLE 27
NON-DISCRIMINATION

SECTION 1. The Town and the Union agree not to discriminate against individuals with respect to hiring, compensation, terms or conditions of employment because of such individual's race, religion, sex, national origin or age, nor will they limit, segregate or classify firefighters in any way to deprive any individual firefighter to employment opportunities because of race, color, religion, sex, national origin or age.

SECTION 2. The Town and the Union agree that there will be no discrimination by the Town or the Union against any firefighter because of any firefighter's lawful activity and/or support of the Union.

SECTION 3. The use of the male or female gender of nouns is not intended to describe any specific firefighter or group of firefighters but is intended to refer to all firefighters in all classifications, regardless of sex.

ARTICLE 28
PROBATIONARY PERIOD

All new firefighters of the Bucksport Fire Department shall be considered probationary firefighters until a six (6) month period of employment has been completed. All firefighters who have completed their probationary periods shall become a regular, full-time firefighters. During the probationary period of employment, any firefighter may be terminated without compliance with the terms of this Agreement.

ARTICLE 29
SPECIAL DETAILS

Firefighters shall be compensated for time spent on special details at the rate of one and one-half (1-½) times his/her hourly rate of pay with a minimum of two (2) hours pay. Special details requiring the use of an operator-driver will first be offered on a seniority basis to full-time firefighter. A special detail is any work detail not related to fire or ambulance services.

ARTICLE 30
PROMOTIONS

Firefighters shall be given maximum opportunity for advancement in the service. All present firefighters shall be given first consideration in filling a vacancy within the Fire Department. It is recognized that, from time to time, the good of the service will require that a vacancy be filled from outside of the service.

ARTICLE 31
RETIREMENT

The Town shall continue to participate in the Maine State Retirement System Plan A-1 until 6-30-2001 and the Social Security System. Effective 7-1-2001, in addition to Social Security, the Town shall participate in the Maine State Retirement System Plan A-4 which shall not include adjustments for prior service. The Maine State Retirement Plan shall include disability benefits as those provided by 5 MRSA Section 18521-18534 and death benefits as provided by 5 MRSA sections 18601-18607 and 18551-18556.

ARTICLE 32
SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this agreement or of any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement and of any supplements or riders thereto or application of such article or section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.
There shall be no limitation of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of stated written notice, either party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any, provisions of this agreement to the contrary.

ARTICLE 33
UNION SECURITY

Membership in the Local Union is not compulsory, membership in the Local Union is separate, apart and distinct from the assumption by a firefighter of his equal obligation to the extent he/she receives equal benefits. The Local Union is required under this agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not a firefighter is a member of the Union. The terms of this agreement have been made for all firefighters in the bargaining unit and not for members of the Local Union.

This agreement has been executed by the employer after it has satisfied itself that the Union is the choice of a majority of firefighters in the bargaining unit. Accordingly, it is fair that each firefighter in the unit pays his/her way and assume his/her share of the obligations along with the grant of equal benefits contained in this agreement. In this regard firefighters may elect to accept one of the following provisions:

1. To become a member of the union and to pay full dues, or:
2. Not to be a member but to pay a fair share fee of 80% of current dues as a contribution towards the administration services, attorneys' fees and cost and expenses, including arbitrator's fees and expenses incurred by the Union.
3. Payment to the Union of reasonable fees, including reasonable fees for firefighter representation services, attorney fees and costs and expenses including arbitrators fees and expenses incurred by the Union. This option is available only to employees hired prior to 7-1-2000.

The Union shall indemnify, defend and hold the employer harmless against all claims and suits which may arise as result of action taken pursuant to this article and the collection of dues.

ARTICLE 34
DRIVE AND CREDIT UNION DEDUCTIONS

SECTION 1. The employer agrees to deduct from the paycheck of all firefighters covered by this agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the employer of the amounts designated by each contributing firefighter that are to be deducted from his/her paycheck on a bi-weekly basis for all weeks worked. The phrase "weeks-worked" excludes any week other than a week in which the firefighter earned a wage. The employer shall transmit to the D.R.I.V.E. national headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each firefighter on whose behalf a deduction is made, the firefighter's social security number and the amount deducted from the firefighter's paycheck. The International Brotherhood of Teamsters shall reimburse the employer annually for the employer's actual cost for the expense incurred in administering the bi-weekly payroll deduction plan.

SECTION 2. The employer agrees to deduct designated amounts each payroll from wages of those firefighters who shall have given the employer written notice to make such deductions. The amount so deducted shall be remitted to the applicable Credit Union each month. The employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the firefighter's earnings shall be less than the amount authorized for deduction.

ARTICLE 35
BUILDING MAINTENANCE

Firefighters will be responsible for all maintenance and care of that portion of the Public Safety Building which is used by members of the Fire Department except on Friday the maintenance person who cleans the portion of the Public Safety Building assigned to the Police Department will be responsible to clean the two bathrooms off the large training room. Full-time firefighters will be responsible to clean the bathrooms the remaining days.

ARTICLE 36
MILITARY LEAVE

Employees who are members of the organized military reserve, and who are required to perform field duty, will be granted Reserve Service Leave, in addition to vacation leave, but not to exceed two (2) weeks in any calendar year. For the purpose of this section, the Town will pay the balance between the service pay and the employee's regular compensation, the total equaling the regular pay of the employee had he/she been in the service of the Town during the period of leave. The employee shall furnish his/her department head an official statement by military authorities giving his/her rank, rate of pay, and date of field duty.

ARTICLE 37
COMPLAINTS FROM THE PUBLIC

SECTION 1. Any complaints from the public involving an employee that may result in disciplinary action shall be in writing, a copy of which the Director of Emergency Services shall make available to the employee involved or the steward within three (3) days of receipt. A hearing shall be held by the Director of emergency Services, the Steward, and/or Union Representative, and/or the employee concerned, and the person making the complaint at the time and date agreed upon by the parties within five (5) days after receiving the complaint; provided that if no agreement on time and date is reached within (5) day period, the Director of Emergency Services shall set a time and date within ten (10) days thereafter.

SECTION 2. Whenever an employee is called in by a supervisor for questioning as a result of a complaint under Section 1 under circumstances where discipline other than verbal reprimand appears to be a possible result, the employee shall be entitled to be accompanied by a representative at all stages of questioning.

ARTICLE 38
TERM OF AGREEMENT

This agreement shall govern the rights of the parties from July 1, 2019 until and including June 30, 2022. It shall be automatically renewed for succeeding one (1) year periods unless either party shall notify the other in writing of its intention to renegotiate at least (60) days from June 30, 2022 or within sixty (60) days prior to June 30, as aforesaid, if wages, rates of pay or any other matters requiring appropriations of money by the town are to be renegotiated.

This Agreement may be amended at any time by mutual agreement.

IN WITNESS WHEREOF, the parties thereto have set their hands on the day and year first above written.

TEAMSTERS LOCAL UNION NO. #340
International Brotherhood of Teamsters

8/8/19
Brett Miller/President

8-6-19
Lorne Smith/ Secretary Treasurer

8-6-19
Joseph Piccone/Business Agent

Colin Burgess Public Works Steward

Pam Payson Fire Steward

Steve Bishop Police Steward

TOWN OF BUCKSPORT

Peter Stewart, Mayor

Susan M. Lessard, Town Manager